

# Los Rios Community College District

PURCHASE ORDER NO 0001114452

Purchasing: (916)568-3071 \* FAX (916) 568-3145  
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 \* FAX (916) 286-3636  
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

**Supplier:** 0000046310  
GUERRERO MARIO  
1274 TATA LANE  
SOUTH LAKE TAHOE CA 96150

**Phone:** (510) 384-6510

**email:** Mario@casaldorado.org

Date	Revision	Page
02/11/2021	1 - 02/11/2021	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1028774 A6GUILARJ HANEYB	04EDCB	

**Ship To:** EL DORADO CENTER  
RECEIVING  
6699 CAMPUS DRIVE  
PLACERVILLE CA 95667  
United States

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
1919 Spanos Court  
Sacramento CA 95825-3981  
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	THREE WORKSHOPS FOR FOSTER AND KINSHIP CARE EDUCATION TWO HOURS EACH VIA ZOOM	1.00 JOB	600.00	600.00	02/11/2021

2/11/2021 PERMANENCY ZOOM WORKSHOP 6:30-8:30 PM  
4/27/2021 CULTURAL HUMILITY ZOOM WORKSHOP 6:30-8:30 PM  
6/10/2021 IMPACTS OF DOMESTIC VIOLENCE ZOOM WORKSHOP 6:30-8:30 PM

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED

SERVICE AGREEMENT DAYED 02-04-2021

Sub Total Amount	600.00
Sales Tax Amount	0.00
Total PO Amount	600.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Proj</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5100	12	FL.VS.FCPG	64900	00000	471C	600.00	2021

0001028774CHAVEZA11-FEB-2021

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

# Los Rios Community College District

PURCHASE ORDER NO 0001114452

Purchasing: (916)568-3071 \* FAX (916) 568-3145  
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 \* FAX (916) 286-3636  
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

**Supplier:** 0000046310  
GUERRERO MARIO  
1274 TATA LANE  
SOUTH LAKE TAHOE CA 96150

**Phone:** (510) 384-6510

**email:** Mario@casael dorado.org

Date	Revision	Page
02/11/2021	1 - 02/11/2021	2
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1028774 A6GUILARJ HANEYB	04EDCB	

**Ship To:** EL DORADO CENTER  
RECEIVING  
6699 CAMPUS DRIVE  
PLACERVILLE CA 95667  
United States

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
1919 Spanos Court  
Sacramento CA 95825-3981  
United States

**Tax Exempt?** N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------------	----------	--------------	----------

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

# INVOICE

To:  
Los Rios Community College District  
Address:  
1919 Spanos Ct.,  
Sacramento, CA 95825-3981

Ship To:  
Mario Guerrero  
Phone: (510) 384-6510  
1274 Tata Ln.  
South Lake Tahoe, CA 96150  
PO Number: 0001114452

PRESENTOR	TOPIC / TITLE	METHOD	DATE
-----------	---------------	--------	------

Mario Guerrero	Meeting your Child's Cultural Needs	Zoom	4/27/2021
----------------	-------------------------------------	------	-----------

QTY	DESCRIPTION	TOTAL
-----	-------------	-------

1	Presentation regarding meeting your cultural needs	\$200.00
---	--	----------

Mario Guerrero  
(510) 384-6510  
1274 Tata Lane  
South lake Tahoe, CA  
96150

INVOICE #: 1  
DATE: 4/27/2021

Make all checks  
payable to:  
Mario Guerrero

THANK YOU  
FOR YOUR  
BUSINESS!

TOTAL	\$200.00
-------	----------

# Requisition

**Supplier:** MISCELLANEOUS 0000003680  
 \*\*\*\*\*  
 \*\*\*\*\* CA 95825  
 United States

**email:**

**Ship To:** 10 COLLEGE PARKWAY  
 FOLSOM CA 95630

<b>Business Unit:</b>		<b>GENFD</b>	<b>OPEN</b>
Req ID:	Date	Page	
0001028774	02/08/2021	1	
Requisition Name:			
MISC			
Requester			
Juline Aguilar			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: MOSKALYO 08-FEB-2021			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	THREE WORKSHOPS FOR FOSTER AND KINSHIP CARE EDUCATION VIA ZOOM TWO HOURS PER EACH WORKSHOP:  2/11/2021- PERMANENCY ZOOM WORKSHOP 6:30-8:30 PM 4/27/2021 - CULTURAL HUMILITY ZOOM WORKSHOP 6:30 -8:30 PM 6/10/2021 - IMPACTS OF DOMESTIC VIOLENCE ZOOM WORKSHO	3	EA	200.00	600.00	

600.00 Sub-total  
 0.00 Est. tax

Total Requisition Amount: 600.00

DOCUMENTATIONS ATTACHED

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VS.FCPG	64900	00000	471C	600.00

## Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: FOSTER AND KINSHIP CARE  
 Project Grant: 471C  
 Program Director: SONIA ORTIZ-MERCADO  
 Program Goal: IINFORMATIVE ZOOM WORKSHOPS FOR KINSHIP AND FOSTER CARE STUDENTS

Approval Signature

Approval Signature

Approval Signature

**LOS RIOS COMMUNITY COLLEGE DISTRICT  
SERVICE AGREEMENT**

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No. \_\_\_\_\_

Attachment to Purchase Order No. \_\_\_\_\_

This Agreement entered this 3rd day of February, 2021 by and between the Los Rios Community College District (District) and  
(CONTRACTOR), Mario Guerrero CONTRACTOR No. \_\_\_\_\_ Social Security No. 568-93-1898  
Business Name (if different) \_\_\_\_\_ FIN No. \_\_\_\_\_

**Check One:** Sole Proprietorship ☒ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ **Check One:** U.S. Citizen ☒ Resident Alien \_\_\_\_\_ Non-resident Alien \_\_\_\_\_

Telephone No. (510) 384-6510 (SSN or FIN No. must be provided for payment)

Address 1274 Tata Ln. City and State Zip So. Lake Tahoe, CA 96150

Are you now or have you been an employee of the District? Yes \_\_\_\_\_ No ☒ . If yes, Date \_\_\_\_\_ Location \_\_\_\_\_

Are you related to an employee of the District? Yes \_\_\_\_\_ No ☒ . If yes, who \_\_\_\_\_

**GENERAL CONDITIONS:**

**1. Scope of Work.** CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) 1/11/21 to (date) 6/30/21. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

**Contractor to provide three workshops: Permanency on 2/11/21 from 6:30pm-8:30pm, Cultural Humil**

**2. Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 600.00, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are: Flat Fee of \$200 per workshop Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

**3. Termination.** The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

**4. Integration, Amendments.** This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: None. All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

**5. Independent CONTRACTOR not Agent.**

- CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
- CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
- If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
- Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
- Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
- Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.
- CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Mario Guerrero

Signature of CONTRACTOR [Signature] Date 2/4/2021 Requisition # \_\_\_\_\_

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Orange: Accounting Pink: Business Office Gold: District Administrator

# LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825

Phone (916) 568-3071 FAX (916) 568-3145

Purchasing Department

lrccdpurchase@losrios.edu



Sacramento City College

American River College

Cosumnes River College

Folsom Lake College

## CONFLICT OF INTEREST STATEMENT

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

*(Pursuant to District Regulation R-8323 and District Policy P-8611)*

*This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)*

❖ Sole Source

❖ Professional Service Agreements

❖ Service Agreements (GS Form 78: Rev. 2/2012)

❖ Selection Committee Recommendations  
(formal process)

### READ CAREFULLY BEFORE SIGNING:

*Juline Aguilar*

Juline Aguilar 02/09/21  
Employee/Date

NA  
Selection Committee Member/Date

Requisition Number

NA  
Selection Committee Member/Date

NA  
Selection Committee Member/Date

NA  
Selection Committee Member/Date

NA  
Selection Committee Member/Date

NA  
Selection Committee Member/Date

OFFICIAL USE ONLY:	
PURCHASE ORDER#	
BUYER/DATE:	

LOS RIOS COMMUNITY COLLEGE DISTRICT  
Service Agreement Certification Form

Requisition No. \_\_\_\_\_

Description of Services \_\_\_\_\_

M Guerrero, Special Expert

As of January 1, 2003, Education Code Section 88003.1 restricts the District's ability to contract for services. Before a requisition can be processed, the following certificate must be completed indicating that the required service meets the Ed Code criteria.

**Section I**

The requisition will not go forward for processing unless you answer yes to at least one of the questions below:

- |  | Yes                                 | No                                  |
|--|-------------------------------------|-------------------------------------|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment.                 | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed.                               | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days.  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff.                       | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 8. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose.                              | <input type="checkbox"/>            | <input type="checkbox"/>            |

**Section II**

If the services do not fall within one of the above exceptions, the requisition will not go forward unless you answer yes to all of the following questions:

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1. There clearly will be actual overall cost savings.  | <input type="checkbox"/> | <input type="checkbox"/> |
| a. The District must consider the salaries and benefits of additional staff and the cost of additional space, equipment and materials. | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work.  | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor.                            | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The services are not being contracted out solely to save money.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The contract does not cause the displacement of District employees.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The savings must be large enough that market fluctuations will not tip the balance.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The amount of savings must clearly justify the size and duration of the contract.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The contract must be publicly bid.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions.    | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. There is minimal risk of contractor rate increases.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The contract is with a firm.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The potential economic advantage of contracting out is not outweighed by the public interest in having the work done in-house.     | <input type="checkbox"/> | <input type="checkbox"/> |

If the services do not qualify under Section I or II, then the services must be completed by District staff and the requisition cannot be processed.

Certified by:

Juline Aguilar

(Dean or other Authorized Signature)

Date: February 5, 2021

**LOS RIOS COMMUNITY COLLEGE DISTRICT  
INDEPENDENT CONTRACTOR vs. EMPLOYEE CHECKLIST**

This questionnaire is to be used to determine if an individual is an independent contractor or employee. The individual should be consulted where necessary to answer all questions. If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, checklist, and any explanatory attachments. The contract will not be valid until a Purchase Order is issued, and no agreements should be made nor should work commence before that time. Due consideration should be given to all questions, since the penalty to the originating department for misclassification is approximately 50% of the contract amount. For more information see the District Purchasing Guide. If you have any questions or require assistance, please contact the Director, Accounting Services at the District Office.

- |   | <u>Y</u>                            | <u>N</u>                            |
|---|-------------------------------------|-------------------------------------|
| 1. Has this person ever been employed by the District? If so, please explain when and in what capacity_____.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so, please explain <u>Special Expert needed</u> _____. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Will the District exercise any control, direction or supervision of the contractor? If so, please explain_____.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why, and continue to question #4. If the answer to all of the above questions is "No", continue to question #4.

- |   |                          |                                     |
|---|--------------------------|-------------------------------------|
| 4. Must this individual perform the services (as opposed to the individual subcontracting or assigning the work to others)? Please explain to what extent the individual may or may not hire/subcontract others to do the work _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Has this individual worked for the District as an independent contractor in the past? If so, please explain the nature of past services (for what period, continuous vs. intermittent, how many hours, etc.)_____.                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Can the contractor quit for any reason other than the District's breach of contract?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to three or more of these questions 4 through 7 are "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why and continue to question #8.

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 8. Does the individual operate an independent trade or business, offering these same services to the general public? If so, please ask the individual what proportion of their annual revenues are obtained from the District:<br>Less than 25%-____Between 25% & 50%____Over 50 %_____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain_____.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)?   | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to questions 8 through 11 is "Yes", and the answer to questions 1 through 7 is "No", this individual can be classified as an independent contractor.

The above information has been compiled and reviewed per District Guidelines:

Originator: Juline Aguilar Date: February 5th, 2021



## **DISTRICT GUIDELINES INDEPENDENT CONTRACTOR VS. EMPLOYEE**

### **ADDITIONAL INFORMATION**

1. A continuing relationship between a worker and the District shows that an employee relationship exists.
2. Is the individual retired, returning to substitute, or train, etc.? If so, employee relationship exists
3. A person hired to do services customarily done by District employees will be considered an employee, despite title. The typical independent contractor is hired to accomplish a result without the supervision given to employees.
4. Consider whether the District has to train this individual or give instruction about when, where, how, and in what order to work. Does the district require the individual to submit reports or do the services at a District site? These factors would suggest the district maintain control sufficient for an employer/employee relationship. However, it is not necessary that the District exercise this right or has the expertise required to do so. Typically this would not be practical nor advisable.
5. Are the services being provided necessary to the operation of the school, program, project, etc.? This suggests the District has an interest in the method of performance and implies the maintenance of legal control.
6. Consider whether the individual may designate someone else to do the work without the District's knowledge or approval. Can the individual hire someone else to do the work?
7. Is this a "one shot deal" or will the District continue to use this individual in the future? This could be an infrequent or irregular basis but a continuous employee relationship exists.
8. The right to discharge is a factor suggesting the worker is an employee and the District employer. An independent contractor, on the other hand, cannot be fired if he/she produces results that meet contractual specifications.
9. A determining factor in judging independence is the performance of services to the public. In evaluating these criteria, school districts are considered separate entities. Keep in mind that if the District is using this individual's services on a full-time basis, the individual is not available to the public. Note: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the District and the individual performing the services.
10. This suggests an economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.
11. The District should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, photocopy, printing, office supplies, etc. Any necessary assistants would be hired by the individual.
12. Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of air fare, mileage, etc. for consultants.

**From:** [Aguilar, Juline](#)  
**To:** [Taylor, Jennifer](#)  
**Subject:** New Vendor For FKCE  
**Date:** Friday, February 5, 2021 3:33:55 PM  
**Attachments:** [MGuerreroFKCE Vendor Application.pdf](#)  
[MGuerreroSACertificationGS-154.pdf](#)  
[MGuerreroService Agreement.pdf](#)  
[MGuerreroW9.pdf](#)  
[MGuerreroContractor vs. Employee GS-79.pdf](#)

---

Hello Jen,

I have attached the forms for my new vendor, Mario Guerrero.

Budget string is GEN FD 5100 12 FL.VS.FCPG 64900 00000 21 471C

He will be doing three workshops for Foster and Kinship Care Education via Zoom:

Permanency on 2/11/21 from 6:30-8:30

Cultural Humility on 4/27/21 from 6:30-8:30pm

Impacts of Domestic Violence on 6/10/21 from 6:30-8:30pm

Flat rate of \$200 per workshop, total not to exceed \$600.

I think that is everything!

Thanks so much for your help,

Juline

**Juline Aguilar**  
**Director, Foster & Kinship Care Education**  
**Folsom Lake College, El Dorado Center**  
**(530) 642-5659**