

Los Rios Community College District

PURCHASE ORDER NO 1111905A

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

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

Date 08/27/2020	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Method
Reference: 1026230 MOSKALYUKO HANEYB HANEYB		Location / Dept 104 STUSVC

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000045401
MOORE CHASE
10200 BABES COURT
SACRAMENTO CA 95829

Phone: (559) 907-8286

email: chase@panafricanwellness.com

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
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	SERVICES FOR: FACILITATION FOR THE EVENTS, TRAINING AND CONSULTATIONS / RECOMMENDATIONS FOR ACTION STEPS TO SUPPORT AFRICAN/AMERICAN STUDENT, STAFF, AND FACULTY COMMUNITY AT FOLSOM LAKE COLLEGE PER SERVICE AGREEMENT VALID FROM 06-03-20 TO 12-31-20	1.00 EA	2,500.00	2,500.00	12/31/2020

VALID FROM 06-03-2020 TO 12-31-2020

PER SERVICE AGREEMENT DATED 06-02-2020 AND QUOTED SCOPE OF WORK

PAID CH# 94-805039
9/2/20 AMT \$ 1500

08-27-2020 PER J. HARMAN RE-OPEN PO 0001111905 AS 1111905A FOR \$2,500.00 BH

Sub Total Amount	2,500.00
Sales Tax Amount	0.00
Total PO Amount	2,500.00

BU	Acct	Fd	Org	Proj	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VS.HLTH	64400	00000	425A	2,500.00	2021

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.

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 0001111905

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

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

Date 06/16/2020	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Method
Reference: 1026230 MOSKALYUKO HANEYB	Location / Dept 04RCC104 STUSVC	

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000045401
MOORE CHASE
10200 BABES COURT
SACRAMENTO CA 95829

Phone: (559) 907-8286

email: chase@panafricanwellness.com

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
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United States

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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	SERVICES FOR: FACILITATION FOR THE EVENTS, TRAINING AND CONSULTATIONS / RECOMMENDATIONS FOR ACTION STEPS TO SUPPORT AFRICAN/AMERICAN STUDENT, STAFF, AND FACULTY COMMUNITY AT FOLSOM LAKE COLLEGE PER SERVICE AGREEMENT VALID FROM 06-03-20 TO 12-31-20	1.00 EA	2,500.00	2,500.00	06/08/2020

PER SERVICE AGREEMENT DATED 06-02-2020 AND QUOTED SCOPE O WORK

Sub Total Amount	2,500.00
Sales Tax Amount	0.00
Total PO Amount	2,500.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VS.HLTH	64400	00000	425A	2,500.00	2020

0001026230CHAVEZA08-JUN-2020

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.

<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.

Requisition

Supplier: MISCELLANEOUS 0000003680

 ***** CA 95825
 United States

email:

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630

Business Unit: GENFD		OPEN
Req ID:	Date	Page
0001026230	06/03/2020	1
Requisition Name: 2020 MISC - DR. CHASE MOORE		
Requester	Bldg#	
Olga Moskalyuk	STUSVC	
Requester Signature		
Buyer: Brenda Haney		
Approved:		
Entered By: MOSKALYO 03-JUN-2020		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	DR. CHASE MOORE WILL BE PROVIDING FACILITATION FOR THE EVENTS, TRAINING AND CONSULTATIONS / RECOMMENDATIONS FOR ACTION STEPS TO SUPPORT AFRICAN/AMERICAN STUDENT, STAFF, AND FACULTY COMMUNITY AT FOLSOM LAKE COLLEGE	1	EA	2,500.00	2,500.00	

2,500.00 Sub-total
 0.00 Est. tax

Total Requisition Amount: 2,500.00

SERVICE AGREEMENT & QUOTE 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.HLTH	64400	00000	425A	2,500.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: MENTAL HEALTH
 Project Grant: 425A
 Program Director: SONIA ORTIZ-MERCADO
 Program Goal: TO FACILITATE TRAINING/SUPPORT FOR THE AFRICAN/AMERICAN COMMUNITY AT FLC

Approval Signature	Approval Signature	Approval Signature
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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 June by and between the Los Rios Community College District (District) and
(CONTRACTOR), Dr. Chase Moore CONTRACTOR No. _____ Social Security No. 562-79-7340

Business Name (if different) _____ FIN No. _____

Check One: Sole Proprietorship Partnership _____ Corporation _____ Check One: U.S. Citizen Resident Alien _____ Non-resident Alien _____

Telephone No. 559-907-8286 (SSN or FIN No. must be provided for payment)

Address 10200 Babes Court City and State Zip Sacramento CA, 95821

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) 8/3/20 to (date) 12/31/20. 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.

Dr. Chase Moore will be a speaker (host) of series of conversations campuswide about Safe Space for the African-American population. Dr. Moore will host three workshops/Safe Talk via ZOOM.

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 2,500, 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: Net 30 days. 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. **Force Majeure.** District shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to CONTRACTOR upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of DISTRICT, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the DISTRICT campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement (each, a "Force Majeure Event").

4. **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.

5. **Licenses, Permits, Etc.** CONTRACTOR represents and warrants to the DISTRICT that CONTRACTOR has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under this Agreement.

6. **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.

h. 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.

7. **Disqualified Employees.** CONTRACTOR shall ensure that persons who perform services on DISTRICT or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. CONTRACTOR shall remove any persons immediately upon receiving notice from DISTRICT of the desire of the DISTRICT for the removal of such person(s).

8. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its inspectors, project managers, trustees, officers, agents, employees, affiliates, consultants, subconsultants, volunteers and representatives, and each of them, of and from any and all liabilities, claims demands, suits, causes of action, damages, penalties, infringements of patent rights, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, property damage, or personal injuries to or death of persons, in law or in equity, of every kind and nature whatsoever, arising out of, alleged to have arisen out of, or relating in any way to any negligent act or omission (including professional negligence, errors and omissions), recklessness or willful misconduct, on the part of CONTRACTOR, or any person or entity for whom CONTRACTOR is responsible, in connection with the work to be performed under this Agreement. CONTRACTOR's obligations hereunder shall not include claims which arise as the result of the active negligence of the DISTRICT, or the sole negligence or willful misconduct of the DISTRICT, its agents, servants or others directly responsible to the DISTRICT, or for defects in design furnished by such persons, other than CONTRACTOR and its agents, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR. It is intended that this Article shall comply with California Civil Code § 2782, et seq.

9. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall, at its own expense, maintain in full force insurance as set forth: Commercial General Liability, Auto Liability, Worker's Compensation, and Professional Liability (if a licensed professional). Policy limits for Commercial General Liability shall be \$1,000,000.00 combined single limit per occurrence AND A \$3,000,000.00 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. The DISTRICT shall be named as an additional insured on CONTRACTOR's policies. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONTRACTOR's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONTRACTOR shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section.

10. **Equal Employment Opportunity.** CONTRACTOR agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status; or citizenship.

11. **Compliance with Laws; Attorneys Fees; Successors.** CONTRACTOR shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq. relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

12. **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: _____

_____ All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

13. **Assignment Prohibited.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

14. **General Safety Orders.** All materials, supplies and services sold to DISTRICT shall conform to the general safety orders of the State of California. Except as otherwise provided in this Agreement, all materials must be new and of the best quality of their respective kinds.

15. **Time.** Time is of the essence in this Agreement.

16. **Public Works Projects.** CONTRACTOR must comply with all statutes, regulations, laws, and ordinances applicable to, and governing, California public works projects including, without limitation, all applicable provisions of the Public Contract Code and all requirements regarding the payment of prevailing wages.

17. **Costs.** Except as otherwise provided for in this Agreement, the DISTRICT shall not reimburse CONTRACTOR for any business expenses, surcharges, or other costs.

18. **Work Authorization.** Prior to DISTRICT's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. department; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. The DISTRICT shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.

19. **Warranty.** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement shall conform to the requirements set forth or incorporated into this Agreement and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/ or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement will be fit and sufficient for the particular purposes intended by DISTRICT. Unless agreed upon otherwise between DISTRICT and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by the DISTRICT; or (c) any warranty period provided under any applicable California law.

20. **Waiver.** CONTRACTOR agrees that a waiver by DISTRICT of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONSULTANT and/or the failure of the DISTRICT to

object to any aspect of the work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.

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

Name of CONTRACTOR (Printed) Chase Moore

Signature of CONTRACTOR  Date 06/02/2020

Requisition # _____

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator GS Form 78: Rev. 05/13/2020

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:

 06/02/2020
Employee/Date

Selection Committee Member/Date

Requisition Number

Selection Committee Member/Date

Sonia Ortiz-Mercado 6/3/20

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

OFFICIAL USE ONLY:

PURCHASE ORDER#

BUYER/DATE:

**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.

- | | Y | N |
|--|--------------------------|-------------------------------------|
| 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 _____. | <input type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <input 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:
Less than 25%- _____ Between 25% & 50% <u>X</u> Over 50% _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.? | <input checked="" 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 checked="" 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 checked="" 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: Sonia Ortiz-Mercado Date: 6/3/20

**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.

**LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form**

Requisition No _____
Description of Services _____

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:

- | | <u>Yes</u> | <u>No</u> |
|--|-------------------------------------|-------------------------------------|
| 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 checked="" 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 checked="" type="checkbox"/> |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff. | <input checked="" 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 checked="" 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: Sonia Ortiz-Mercado
(Dean or other Authorized Signature)

Date: 6/3/20

