

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001110191

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000043159  
MARTINEZ JOSEPH  
2914 PRADO LANE  
DAVIS CA 95618

Phone: (310) 463-7813

email: josephvalenciamartinez@gmail.com

Date	Revision	Page
01/14/2020		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1024246 MOSKALYUKO HANEYB	05STS224	

Ship To: FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
United States

Bill To: 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	CUSTOM TRAINING SERVICES. CULTURAL HUMILITY AND UNCONSCIOUS BIAS CONFLICT MANAGEMENT AND RESOLUTION NAVIGATING AND DE-ESCALATING DIFFICULT SITUATIONS KNOWING CAMPUS RESOURCES. SERVICE AGREEMENT 53446 VALID 1/15/2020.	1.00	EA	250.00	250.00	01/14/2020

PREPAY  
SERVICE AGREEMENT 53446 VALID 1/15/2020

**Paid Ch# 94-790196**  
**01/14/20 Amt \$ 250.00**

Sub Total Amount	250.00
Sales Tax Amount	0.00
Total PO Amount	250.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VS.OFFC	60100	00000	101E	250.00	2020

0001024246CHAVEZA13-JAN-2020

PO & inv to  
A/P 1/14 K

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 goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods 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 95630-6798

<b>Business Unit:</b>		<b>GENFD</b>	<b>OPEN</b>
Req ID:	Date	Page	
0001024246	01/09/2020	1	
Requisition Name:			
MISC - JOSEPH MARTINEZ			
Requester			
Olga Moskalyuk			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: MOSKALYO 09-JAN-2020			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	CUSTOM TRAINING SERVICES	1	EA	250.00	250.00	
	CULTURAL HUMILITY AND UNCONSCIOUS BIAS CONFLICT MANAGMENT AND RESOLUTION NAVIGATING AND DE-ESCALATING DIFFICULT SITUATIONS KNOWING CAMPUS RESOURCES					

250.00 Sub-total  
 0.00 Est. tax

Total Requisition Amount: 250.00

SA

NEW VENDORAPPLICATION HAS BEEN SUBMITTED ONLINE FOR:

JOSEPH MARTINEZ  
 2914 PRADO LANE  
 DAVIS, CA 95618

<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	11	FL.VS.OFFC	60100	00000	101E	250.00

Approval Signature	Approval Signature	Approval Signature
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# ORGANIZATION CONSULTING

Custom built workshop for conflict mediation and de-escalating

Amount Due (USD)

**\$250.00**

**BILL TO**  
**Folsom Lake College - Student Services**  
Olga Moskalyuk

9166086653  
MoskalO@flc.losrios.edu

**Invoice Number:** 1

**Invoice Date:** December 20, 2019

**Payment Due:** January 29, 2020

ITEMS	QUANTITY	PRICE	AMOUNT
<b>Custom Training Services</b> Cultural Humility and Unconscious Bias Conflict Management and Resolution Navigating and De-escalating Difficult Situations Knowing Campus Resources	2.5	\$100.00	\$250.00
<b>Travel Costs</b> Travel Expenses Waived	0	\$0.00	\$0.00
<b>Participants</b> Max number of people participating	30	\$0.00	\$0.00
<b>Total:</b>			\$250.00
<b>Amount Due (USD):</b>			<b>\$250.00</b>

## Notes

Sessions are schedule for Jan 15th, 2020 at 9 am to noon. at Folsom Lake College.  
Olga has confirmed conference call for pre-workshop meeting on Jan 8th, 2020 at 3 pm.



**Joseph Martinez**  
2914 Prado Lane  
Davis, California 95618  
United States

**Contact Information**  
310-463-7813



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. 53466 Attachment to Purchase Order No. \_\_\_\_\_  
This Agreement entered this 9th day of January by and between the Los Rios Community College District (District) and  
(CONTRACTOR), Joseph Martinez CONTRACTOR No. \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Business Name (if different) \_\_\_\_\_ FIN No. \_\_\_\_\_  
Check One: Sole Proprietorship ☒ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Check One: U.S. Citizen \_\_\_\_\_ Resident Alien \_\_\_\_\_ Non-resident Alien \_\_\_\_\_  
Telephone No. 530-752-4910 (SSN or FIN No. must be provided for payment)  
Address 2914 Prado Lane City and State Zip Davis, CA 95618  
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) 1/15/2020 to (date) 1/15/2022. 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.

To provide training on the conflict and de-escalating on campus

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 250.00, 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: Net 30 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: scope of work letter. 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) JOSEPH MARTINEZ

Signature of CONTRACTOR Joseph Martinez Date 01/10/2020 Requisition # 0001024246

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator



**MEMO**

**January 10, 2020**

**To:** Sonia Ortiz-Mercado, Folsom Lake College

**From:** Joseph Martinez

**Re:** "Scope of Work" Letter between Los Rios Community College District and UC Davis Representative

This letter is to confirm Joseph Martinez from UC Davis will provide custom built workshop for conflict mediation and de-escalating on January 15, 2020 at Folsom Lake College located at 10 College Parkway, Folsom, CA 95630.

If there are any questions or additional information needed, please contact Joe Martinez at (310) 463-7813.

Thank you,

***Joe Martinez***

Joseph Martinez



# 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><br><input type="checkbox"/> | <u>N</u><br><input checked="" type="checkbox"/> |
|---|--------------------------------------|---|
| 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 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: *Soma Culp* Date: 1/13/2020



LOS RIOS COMMUNITY COLLEGE DISTRICT  
Service Agreement Certification Form

Requisition No. \_\_\_\_\_  
Description of Services  
training / workshop

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 checked="" 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 checked="" 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 type="checkbox"/>            | <input checked="" type="checkbox"/> |

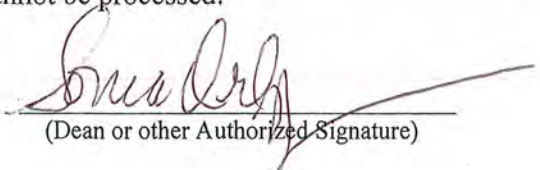
**Section II**

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:

  
(Dean or other Authorized Signature)

Date:

1/13/2020

# LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825

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

Purchasing Department

[lrcddpurchase@losrios.edu](mailto:lrcddpurchase@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:

Olga Moskaluk 1/9/2020  
Employee/Date

Donna Clark 1/13/2020 Selection Committee Member/Date

0001024246  
Requisition Number

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

OFFICIAL USE ONLY:	
PURCHASE ORDER#	
BUYER/DATE:	