

Los Rios Community College District

PURCHASE ORDER NO 0001118676

Purchasing: (916)568-3071
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: 0000046388
MESSINA KATHLEEN A
5150 SUNRISE BLVD STE G5
FAIR OAKS CA 95628

Phone: (916) 335-9038
Fax: (916) 638-1734

email: drkatemessina@gmail.com

Date	Revision	Page
11/16/2021		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1033268 AGUILARJ ROUILLERS	04FLC STUSVC	

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	WPW RP ESTABLISHING A CORRECTIVE EXPERIENCE VIA ZOOM AT 2.5 HOURS/SESSION ON 11/9/21	1.00 EA	750.00	750.00	11/30/2021
2- 1	WPW RP TEMPERAMENT AND CORRECTIVE DISCIPLINE STRATEGIES VIA ZOOM AT 2.5 HOURS/SESSION ON 11/16/21	1.00 EA	750.00	750.00	11/30/2021

PAYMENT FOR INVOICE DATED 10-25-21

SA VALID 11-02-21 TO 11-16-21

PAID

CHECK #: 0094821822

DATE: 11/18/21

AMOUNT \$: 750.00, 750.00

VOUCHER #: 00613511

Sub Total Amount	1,500.00
Sales Tax Amount	0.00
Total PO Amount	1,500.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5100	12	FL.VS.FCPG	64900	00000	471C	1,500.00	2022

0001033268CHAVEZA15-NOV-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 email address: LRCCDpurchase@losrios.com.

<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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: MESSINA KATHLEEN A 0000046388
5150 SUNRISE BLVD STE G5
FAIR OAKS CA 95628
United States

Phone: (916) 335-9038 **Fax:** (916) 638-1734
email: drkatemessina@gmail.com

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630

Business Unit: GENFD OPEN	
Req ID: 0001033268	Date: 11/03/2021
Page 1	
Requisition Name: MISC - DR. KATE MESSINA	
Requester: Juline Aguilar	
Requester Signature	
Buyer: Brenda Haney	
Approved:	
Entered By: MOSKALYO 03-NOV-2021	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
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2-1	WPW RP TEMPERAMENT AND CORRECTIVE DISCIPLINE STRATEGIES VIA ZOOM AT 2.5 HOURS/SESSION ON 11/16/21	1	EA	750.00	750.00	

1,500.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 1,500.00

Service Agreement, Quote, Conflict of Interest, Contractor VS Employee, SV Certification

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	5100	12	FL.VS.FCPG	64900	00000	471C	1,500.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: FOSTER & KINSHIP CARE EDUCATION
Project Grant: 471C
Program Director: KELLIE BUTLER
Program Goal: TO PROVIDE TRAININGS FOR THE FOSTER AND KINSHIP CARE EDUCATION

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 2nd day of November by and between the Los Rios Community College District (District) and
(CONTRACTOR), Kathleen A Messina CONTRACTOR No. _____ Social Security No. _____

Business Name (if different) WisdomPath Way Institute FIN No. 87-1942263

Check One: Sole Proprietorship _____ Partnership _____ Corporation X **Check One:** U.S. Citizen X Resident Alien _____ Non-resident Alien _____
Telephone No. 916-335-9038 (SSN or FIN No. must be provided for payment)

Address 5150 Sunrise Blvd., Suite G5 City and State Zip Fair Oaks, CA 95628

Are you now or have you been an employee of the District? Yes _____ No X If yes, Date _____ Location _____

Are you related to an employee of the District? Yes _____ No X 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) 11/02/21 to (date) 11/16/21. 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 two workshops for FKCE via Zoom on Creating A Corrective Attachment Exper

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 1500.00, 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: \$750 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: NA. All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

5. Independent CONTRACTOR not Agent.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- g. 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.

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

Name of CONTRACTOR (Printed) Kathleen A Messina

Signature of CONTRACTOR  Date 11/02/2021 Requisition # _____

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



WisdomPath Way Quote For Service

Kate Messina, PhD, LCSW
WisdomPath Way Institute
5150 Sunrise Blvd #G5
Fair Oaks, CA 95628

DATE	
October 25, 2021	

Via Zoom for FKCE
The El Dorado Center of Folsom Lake College
6699 Campus Drive
Placerville, CA 95667

DATE	DESCRIPTION	Services Provided For	Fee
11/09/2021	WPW RP Establishing a Corrective Experience via Zoom @2.5 hours/session	Los Rios/FKCE	\$750.00
11/16/2021	WPW RP Temperament and Corrective Discipline Strategies via Zoom @2.5 hours	Los Rios/FKCE	\$750.00
Sub-Total:			\$1500.00

Please remit to: Kate Messina, PhD, LCSW WisdomPath Way Institute 5150 Sunrise Blvd., Suite G5 Fair Oaks, CA 95628 Dr.katemessina@gmail.com	Total Due: \$1500.00
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LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No _____
Description of Services _____
Special Expert Kate Messina _____

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:

Julius Aguilar
(Dean or other Authorized Signature)

Date: !!/03/21

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

The “ABC test” is required to determine if workers in California are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the Industrial Welfare Commission (IWC) wage orders. Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies **all three** of the following conditions:

		Yes	No
A.	<p>Is the worker free from the control and direction of the District in connection with the performance of the work?</p> <p>The District likely satisfies this condition if the District tells the worker what work product to provide, and the worker decides how to perform the work.</p>	<input checked="" type="checkbox"/> Continue to B	<input type="checkbox"/> Stop , this is an employee
B.	<p>Will the worker perform work that is outside the usual course of the District’s business?</p> <p>The worker will likely be considered an employee if the worker provides services in a role comparable to that of an existing employee.</p> <p>If the worker will be performing tasks of teaching, learning, or providing educational opportunities, please further consider the items below:</p> <ul style="list-style-type: none"> • The worker will likely be considered an employee if the worker will be actively involved in more than one semester of classes offered by the District. • The worker will likely be considered an employee if the task the worker will perform is essential to the District’s ability to offer a class or a particular educational opportunity. If the task that the worker will perform enhances the District’s level of instruction, the task is not “essential.” 	<input checked="" type="checkbox"/> Continue to C	<input type="checkbox"/> Stop , this is an employee
C.	<p>Is the worker customarily engaged in an independently established trade, occupation, or business?</p> <p>The worker will likely be considered an employee if an individual’s work relies on a single employer.</p> <p>The independent business operation must actually be in existence at the time the work is performed.</p>	<input checked="" type="checkbox"/> “Yes” answers to all conditions A-C indicate an independent contractor relationship	<input type="checkbox"/> Stop , this is an employee

If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, this 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.



WisdomPath Way Billing Invoice

Kate Messina, PhD, LCSW
WisdomPath Way Institute
5150 Sunrise Blvd #G5
Fair Oaks, CA 95628

INVOICE DATE	INVOICE #
October 25, 2021	110911162021

BILL TO

The El Dorado Center of Folsom Lake College
6699 Campus Drive
Placerville, CA 95667

REC# 0001099004

DATE	DESCRIPTION	Services Provided For	Rate	Fee
11/09/2021	WPW RP Establishing a Corrective Experience via Zoom @2.5 hours/session	Los Rios/FKCE	\$300/hour	\$750.00
11/16/2021	WPW RP Temperament and Corrective Discipline Strategies via Zoom @2.5 hours	Los Rios/FKCE	\$300/hour	\$750.00
Sub-Total:				\$1500.00

Please remit to:

Kate Messina, PhD, LCSW
WisdomPath Way Institute
5150 Sunrise Blvd., Suite G5
Fair Oaks, CA 95628

PO #0001114584
Dr.katemessina@gmail.com

s **Total Due: \$1500.00**