

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

Comp R/B

PURCHASE ORDER NO

0001069343

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
11/08/2012		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
0001004899 JOHNSON POONV	04ADMN112 ADMIN	

Vendor: 0000020782
 NATIONAL ASSOC OF COLLEGE &
 UNIVERSITY ATTORNEYS
 ONE DUPONT CIRCLE #620
 WASHINGTON DC 20036

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

email:

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

PO# 1059030 11/9/12

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	TITLE IX COORDINATOR TRAINING - KATHLEEN KIRKLIN #54266	1.00	EA	299.00	299.00	11/06/2012
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2- 1	TITLE IX COORDINATOR TRAINING - STUART VAN HORN #54267	1.00	EA	199.00	199.00	11/06/2012
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LINE 1 - INVOICE # 00049694 DATED 10/23/12

LINE 2 - INVOICE # 00049695 DATED 10/23/12

PO 498⁰⁰ 12-13-12 94 659045

Sub Total Amount	498.00
Sales Tax Amount	0.00
Total PO Amount	498.00


BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5200	11	FL.VA.OPFC	60100	00000	101E	498.00	2013

0001004899KIRKLIN06-NOV-2012

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.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD 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. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD'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 of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD 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.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order 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 will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD 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 LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition

Vendor: NATIONAL ASSOC OF COLLEGE &
UNIVERSITY ATTORNEYS
ONE DUPONT CIRCLE #620
WASHINGTON DC 20036
United States

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630

Business Unit: GENFD		APPROVED
Req ID:	Date	Page
0001004899	10/29/2012	1
Requester		Bldg#
Colleen R Johnson		ADMIN
Requester Signature		
Buyer: Vivian Poon		
Approved: KIRKLINK 06-NOV-2012		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	TITLE IX COORDINATOR TRAINING - KATHLEEN KIRKLIN #54266	1.0000	EA	299.00	299.00	
2-1	TITLE IX COORDINATOR TRAINING - STUART VAN HORN #54267	1.0000	EA	199.00	199.00	

Total Requisition Amount: 498.00

PRODUCT TOTAL: \$498.00
ORDER TOTAL: \$498.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5200	11	FL.VA.OFFC	60100	00000	101E	498.00

Approval Signature	Approval Signature	Approval Signature
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ENTERED

10/29/12 11:02 AM

National Association of College and University Attorneys

One Dupont Circle
 Suite 620
 Washington, DC 20036

Please Return With Payment

Invoice Date	Member #	Invoice #	Terms	Due Date	Invoice Amt
10/23/2012	O 00006080	00049694	By Due Date	10/23/2012	\$299.00

JP Sherry
 Los Rios Community College District
 1919 Spanos Court
 Sacramento, CA 95825
 USA

Paid By: VISA MC Check

Check/Credit Card Number		Expiration
Amt. Paid	Pmt. Date	Signature (credit card only)

Ship To # | 00016855 CCOSTER

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

Page 1

Invoice Date	Notice Date	Customer ID	Invoice #	PO #	Due Date	Invoice Amt
10/23/2012	10/23/2012	O 00006080	00049694		10/23/2012	\$299.00

Bill To:

JP Sherry
 Los Rios Community College District
 1919 Spanos Court
 Sacramento, CA 95825
 USA

Ship To:

Kathleen Kirklin
 Los Rios Community College District
 1919 Spanos Court
 Sacramento, CA 95825
 USA

National Association of College and University Attorneys
 One Dupont Circle
 Suite 620
 Washington, DC 20036

Invoice Detail

Item Description	QTY	Rate	S&H	Tax	Total
#54266 - Kirklin, Kathleen for OC10292012	1	\$299.00	\$0.00	.00	\$299.00
Note:	Purchases				\$299.00
	Tax				\$0.00
	Invoice Fee				\$0.00
	Total Invoice				\$299.00
	Payments				\$0.00
	Balance Due				\$299.00

National Association of College and University Attorneys

One Dupont Circle
Suite 620
Washington, DC 20036

Please Return With Payment

Invoice Date	Member #	Invoice #	Terms	Due Date	Invoice Amt
10/23/2012	O 00006080	00049695	By Due Date	10/23/2012	\$199.00

JP Sherry
Los Rios Community College District
1919 Spanos Court
Sacramento, CA 95825
USA

Paid By: VISA MC Check

Check/Credit Card Number		Expiration
Amt. Paid	Pmt. Date	Signature (credit card only)

Ship To # I 00016856 CCOSTER

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

Page 1

Invoice Date	Notice Date	Customer ID	Invoice #	PO #	Due Date	Invoice Amt
10/23/2012	10/23/2012	O 00006080	00049695		10/23/2012	\$199.00

Bill To:

JP Sherry
Los Rios Community College District
1919 Spanos Court
Sacramento, CA 95825
USA

Ship To:

Stuart Van Horn
Los Rios Community College District
1919 Spanos Court
Sacramento, CA 95825
USA

**National Association of College and
University Attorneys**
One Dupont Circle
Suite 620
Washington, DC 20036

Invoice Detail

Item Description	QTY	Rate	S&H	Tax	Total
#54267 - Van Horn, Stuart for OC10292012	1	\$199.00	\$0.00	.00	\$199.00
Note:	Purchases \$199.00 Tax \$0.00 Invoice Fee \$0.00 <hr/> Total Invoice \$199.00 Payments \$0.00 Balance Due \$199.00				



Title IX Coordinator Course Overview

Welcome to NACUA's Online Course: Title IX Coordinator Training. You can expect to spend approximately 2-3 hours per week on course materials including viewing the instructors' presentations, reading assignments, completing assessments and posting to the discussion board.

Course Description and Objectives:

The Department of Education's Title IX regulations have always required that institutions designate someone on campus to coordinate Title IX compliance. The April 4, 2011, Dear Colleague Letter ("DCL") formalizes the Title IX Coordinator's role and confirms its importance to the entire campus community. Title IX Coordinators are responsible for overseeing all of an institution's Title IX compliance efforts. This includes gender discrimination, sexual harassment, retaliation, sexual assault, and athletics. These are significant responsibilities. To be effective, Coordinators should be well versed in the procedures, policies, and training mechanisms in place for addressing campus sexual harassment, sexual violence, and the law's unique application to athletics. It is crucial that Title IX Coordinators receive appropriate training to successfully handle the position's multiple responsibilities.

At the end of this course, you will have a better understanding of:

- *Dear Colleague Letter compliance*
- *Sexual harassment and violence*
- *Conducting prompt and effective investigations*
- *Complaint handling*
- *Hearings, adjudications and appeals*
- *Due process and student codes*
- *Notice and training obligations*
- *Best practices in athletics*

The following will give you a brief overview of the course and what you can expect for the next eight weeks.

Course Structure:

The online course is broken down into eight weeks: seven course lessons and a one-week break. The first week contains the introductory materials and the first course lesson. The following weeks will each feature a new course lesson. Each week's materials will be posted on Monday morning.

Introductory Materials:

At the beginning of your course, please review the course syllabus, overview and frequently asked questions. After reviewing these materials, you can then review the first course lesson.

Lessons:

Lessons will focus on a discrete and focused topic within the course's broader subject matter. Each lesson contains the same basic elements, outlined below.

Reading Assignments:

Each lesson contains reading assignments. Assignments can include links to websites, articles, documents and previously recorded podcasts. Please complete your assignments prior to the following week's lesson.

Instructor's Presentation:

Each lesson will contain a synchronized PowerPoint presentation, which includes the instructor's slides and recorded audio narration. Please review the presentation at the beginning of each new lesson.

Additional Resources:

Your instructors have included "Additional Resources" for each lesson. These materials are not required reading, but contain helpful articles and web pages for further review and reference. A list of all additional resources for the course will be posted under the "Tools" section of the course website during the last week of the course.

Assessments:

Some lessons will contain an assessment to give you the opportunity to informally "test" what you have learned. After you have completed your weekly lesson, click on the "Assessment" tab at the top of the screen and this will launch your quiz. You can take the assessment as many times as you would like and only you will know the results of your assessment.

Discussion Board:

The course has a threaded discussion board. We encourage you to use this board to communicate with your instructors and fellow students. Because the discussion board is asynchronous, you can check and post to the board at your convenience. The instructors will answer questions posted to them within three business days.

Course Conference Calls:

There are three conference calls scheduled for your course. They are:

November 19, 2012, at 2:00 pm ET

December 6, 2012, at 2:00 pm ET

December 20, 2012, at 2:00 pm ET

You will receive call-in information closer to the scheduled dates.

Tools:

The Tools section contains a printable version of the slides. The reading and resource materials from each lesson will be posted here for each week and also compiled into a single resource page that will be posted at the end of the course.

E-mails:

The NACUA staff contact will send out e-mail reminders to the class to inform you of important upcoming items such as scheduled conference calls.

CLE Credit:

NACUA will apply to the MCLE authority of every state after the completion of the online course. Attorneys interested in having NACUA apply for their CLE credit must complete two forms, the Certificate of Attendance form and the Attendance Record, which will be posted to your course during the final lesson. Please return both forms to NACUA by email, to clecredit@nacula.org. Depending on the state's rules, NACUA will sign the form to verify your participation in the course and will either process your credit with the MCLE record-keeping authority in the state(s) you provided or return the signed form to you for your records.

Course Evaluations:

Upon completion of the course, NACUA will e-mail you a course evaluation. Please complete the evaluation and e-mail it back to NACUA at your earliest convenience.

Certificate of Completion

Participants will receive a certificate upon completion of the course. To receive the certificate of completion, participants must log into every module, and complete the assessment for the final module with a passing score.

Course Navigation and Technical Assistance:

When you are navigating through the course, please use the Training Menu rather than your browser's back button.

If you have any technical issues or concerns while taking the course, please e-mail the NACUA staff at Techsupport@nacula.org or call the NACUA office at 202-833-8390.



Title IX Coordinator Course Schedule

Week One: October 29

The Key Responsibilities of Title IX Coordinators

- April 4, 2011 Guidance: An overview
- Who should serve as a Title IX Coordinator?
- Key Title IX Coordinator responsibilities
- Title IX Coordinator responsibilities as applied to Athletics

Week Two: November 5

Understanding Sexual Harassment and Sexual Violence and the Legal Responsibilities of the Institution

- The data on sexual violence on campus
- Different perspectives: victims' rights, community standards, accused students, parents, community, student groups
- The role of alcohol, drugs and consent
- Other types of institutional programs to respond to sexual violence and sexual harassment
- Other laws that affect investigations

Week Three: November 12

Overseeing or Conducting Investigations of Sexual Harassment and Sexual Assault Investigations

- Interviews with complainant, accused and witnesses
- Requests for confidentiality or not to investigate
- Interim protective measures for complainant
- Dealing with law enforcement
- Gathering other evidence
- Determining whether to bring charges
- Other general remedial action

First Course Conference Call: November 19, 2012, 2:00pm (ET)

BREAK

Week Four: November 26

Review of Institutional Policies – Part I

- Complaint Handling
- Hearings, adjudication and appeals
- Due Process and Student Code

Week Five: December 3

Review of Institutional Policies - Part II

- Grievance Procedures for Employees
- Dealing with Parents and Media
- FERPA and Clery Act issues
- Minors

Compliance with Notice and Training Obligations

- Notice obligations
- Who needs to be trained and on what topics
- Best practices

Second Course Conference Call: December 6, 2012, 2:00pm (ET)

Week Six: December 10

Title IX Coordinator Best Practices in Athletics

- NCAA identification of Title IX Coordinator
- Additional Policy Considerations
- Effective harassment/assault avoidance training for Coaches, Student-Athletes and Athletics Personnel
- Discussion of requirement that student-athletes be treated similarly to other students in harassment/sexual assault investigations
- Privacy and Athletics
- Retaliation

Week Seven: December 17

Title IX Coordinator Best Practices in Athletics (Continued)

Third Course Conference Call: December 20, 2012, 2:00pm (ET)

NACUA Title IX Coordinator Training: Reading and Resources for Week One

Week One Reading:

Agency Guidance:

April 4 "Dear Colleague" Letter on Sexual Violence, U.S. Department of Education (April 4, 2011)

Outlines and Articles:

Amy Foerster and James Keller OCR's "Dear Colleague" Letter on Title IX and Sexual Violence - First Steps for Compliance NACUANOTE 2011.

Bindu Kolli Title IX Coordinators: Selection, Responsibilities and Training NACUA February 2012 CLE Outline.

Additional Resources:

Statutes and regulations:

Title IX of the Civil Rights Act of 1964 (20 U.S.C. §1681)

34 C.F.R. Part 106: Department of Education Regulations on Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance

List of April 4 DCL Recommendations (prepared by NACUA)

United Educations Advisories:

United Educators Advisory: OCR Dear Colleague Letter Frequently Asked Questions

United Educators Advisory: OCR Requirements for Title IX Coordinators

Outlines:

Amy Foerster and Gloria Hage IT'S BEYOND ATHLETICS: New Efforts to Push the Frontiers of Title IX Liability for Sexual Misconduct NACUA 2011 Annual Conference Outline.

 Title IX Coordinator Training: Reading and Resources for Week One

Title IX Coordinator Descriptions:

Eastern Michigan University

University of Virginia

Yale University