

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO B113652

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

Date	Revision	Page
12/04/2012		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
767128 CLARK POONV	04EDCB	

Vendor: 0000001711
 EL DORADO UNION HIGH SCHOOL DISTRICT
 4675 MISSOURI FLAT ROAD
 PLACERVILLE CA 95667

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

email: 

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

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	454W ROUND 5 BLANKET PURCHASE ORDER FOR GOVERNOR'S CTE INITIATIVE (SB70) SUB-AWARD FUNDS 7/1/12 - 6/30/13	1.00	EA	26,940.00	26,940.00	12/14/2012

FOR GRANT COORDINATION, FACULTY RELEASE TIME, TEACHER STIPENDS, UP-TO-DATE EQUIPMENT, TECHNOLOGIES, INSTRUCTIONAL RESOURCES, SOFTWARE AND/OR MATERIAL, AND SUPPLIES

AS PER MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LOS RIOS COMMUNITY COLLEGE DISTRICT (FOLSOM LAKE COLLEGE) AND EL DORADO UNION HIGH SCHOOL DISTRICT (EDUHSD), DATED OCTOBER 9-26, 2012 THROUGH FEBRUARY 28, 2014. WITH THIS MOU THE TOTAL REIMBURSEMENT TO EDUHSD WILL NOT EXCEED \$26,940.

AUTHORIZED PERSONNEL:

DALE VAN DAM
 VONNIE SHANE
 SHANNON CLARK

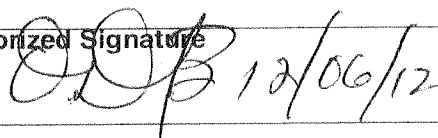
Sub Total Amount	26,940.00
Sales Tax Amount	0.00
Total PO Amount	26,940.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	ED.VI.SB70	49990	00000	454W	26,940.00	2013

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.

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.

(revised 04/2012)

Los Rios Community College District

Page _____ of _____

Requisition # 111 BUSINESS SERVICES

Req. No. 767128

P.O. NO.

Vendor Code _____ DATE 11/5/2012

Approved _____ VENDOR El Dorado Union High School District

Terms _____ ADDRESS 4675 Mi-souri Flat Road

F.O.B. _____ CITY Placerville STATE CA ZIP 95667

PHONE _____ FAX _____

2012 NOV 16 P 4:35

DELIVERY INSTRUCTIONS

04 edcb Location Code

edc College/District Location cte/sb70 Department

Admin Division

Date Required _____

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	Round 5 - Per MOU attached	1	EA		26,940.00
2	454w - Governor's Career Technical				
3	Education Initiative (SB70/SB1133)				
4	award funds for Grant Coordination,				
5	Teacher Stipends, up-to-date equipment,				
6	instructional resources, software, and/or materials and supplies				
7					
8	Blanket Purchase Order for:				
9	Authorized Personnel				
10	Dale van Dam				
11	Vonnie Shane				
12	Shannon Clark				
13					

See attached
Description & comments for PO.

Purchases Charged to Categorical Programs, Grants or Special Projects

This purchase is in compliance with the requirements of CTE Initiative - SB70 Round 5

Program Name 454W

Program Director/Coordinator Signature [Signature] For grants/special projects

Project/Grant Number _____

Qualifying Grant Expenditures for Round 5 SB70

Program Goal/Objective Number/Explanation _____

SalesTax _____

Total 26,940.00

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

Shannon N. Clark 11/5/2012

REQUESTED BY: TYPED/PRINT DATE

[Signature] 11/5/12

REQUESTED BY: SIGNATURE DATE

[Signature] 11/5/12

AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE

[Signature] 11/26/12

APPROVED: VICEPRESIDENT, ADMINISTRATION DATE

GENFD / 5100 / 12 / ed.vi.sb70
Bus. Unit Account* Fund Org
49990 / 00000 / 2013 / 454W
Program Sub-Class BY Proj/Grnt
Amount
\$ 26,940.00
Bus. Unit Account* Fund Org
Program Sub-Class BY Proj/Grnt
Amount
\$

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____ Dept. _____

Building _____ Room No. _____

Instructions on Reverse

REQ# 767128 EL DORADO UNION HIGH SCHOOL DISTRICT (EDUHSD)

BOA

VID: 0000001711

PO DESCRIPTION:

454W ROUND 5 BLANKET PURCHASE ORDER

THIS PURCHASE ORDER PERIOD FROM JULY 1, 2012 TO JUNE 30, 2013

GOVERNOR'S CTE INITIATIVE (SB70) SUB-AWARD FUNDS FOR GRANT COORDINATION, FACULTY RELEASE TIME, TEACHER STIPENDS, UP-TO-DATE EQUIPMENT, TECHNOLOGIES, INSTRUCTIONAL RESOURCES, SOFTWARE AND/OR MATERIAL, SUPPLIES.

PO COMMENTS:

AS PER MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LOS RIOS COMMUNITY COLLEGE DISTRICT (FOLSOM LAKE COLLEGE) AND EL DORADO UNION HIGH SCHOOL DISTRICT (EDUHSD), DATED OCTOBER 9-26, 2012 THROUGH FEBRUARY 28, 2014. WITH THIS MOU THE TOTAL REIMBURSEMENT TO EDUHSD WILL NOT EXCEED \$26,940.00

AUTHORIZED PERSONNEL:

DALE VAN DAM

SHANNON CLARK

VONNIE SHANE

Los Rios Community College District (LRCCD) - Folsom Lake College
CTE Community Collaborative – SB70 Round 5

Community Partner Reimbursement Procedures on MOUs
February 1, 2012 through February 28, 2014

Community Partner El Dorado Union High School District

1. Community Partners will be allocated grant funds based on the MOU set up between partner and Los Rios Community College District (LRCCD), Folsom Lake College.
2. The amount allocated to each partner will be distributed in one open Purchase Order for each fiscal year (July 1st through June 30th) until the grant is ended, February 28, 2014.
 - a. First year Purchase Order period is February 1 through June 30, 2012 PO# NEVER Requisitioned
 - b. Second year Purchase Order period is July 1, 2012 through June 30, 2013 PO# _____
 - c. Final year Purchase Order period is July 1, 2013 through February 28, 2014 PO# _____
3. Purchase orders will consist of one line with the following description:
"454W - Governor's Career Technical Education Initiative (SB70/SB1133) award funds for Grant Coordination, Teacher Stipends, up-to-date equipment/technologies, instructional resources, software, and/or materials and supplies."
4. Invoicing to LRCCD should be completed as partner spends allocation or at least monthly.
 - a. Invoices to LRCCD should use the exact wording from #3 above. No other wording is necessary or wanted on the invoice description.
 - b. **IMPORTANT** – Invoices should reference the LRCCD PO number for the correct fiscal year (see #2).
 - c. **IMPORTANT** – Send original invoice and backup documentation to:
Folsom Lake College
Attn: Business Services – SB70
10 College Parkway
Folsom, CA 95630

Backup documentation is required to be submitted or partner will not be reimbursed for the expenses. Backup documentation should consist of copies of the original source documents that were required by partner organization, with reimbursable dollar amounts highlighted.
 - d. Send copy of invoice and backup documentation to:
El Dorado Center
Attn: Dale Van Dam
6699 Campus Drive
Placerville, CA 95667

Memorandum of Understanding

Between

The Los Rios Community College District (Folsom Lake College) (LRCCD/FLC) and the El Dorado Union High School District (EDUHSD)

The Los Rios Community College District (Folsom Lake College) (LRCCD/FLC) and the El Dorado Union High School District (EDUHSD) understand and mutually agree to the following statements of understanding.

Section I – Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish and define the relationship between EDUHSD and LRCCD/FLC in support of the Fifth Round (Fiscal Year 2012-2013 funding) of the Governor’s Career Technical Education Initiative Core Grant (referred to as the SB-70 Grant) awarded to Folsom Lake College. For the purposes of implementing the Grant, FLC and Grant partners have established the “El Dorado County Career Technical Partnership” (CTP) which includes the El Dorado Center of Folsom Lake College, Lake Tahoe Community College, the El Dorado County Office of Education, and EDUHSD. EDUHSD and LRCCD/FLC desire EDUHSD to be a community partner with LRCCD/FLC to assist in efforts to develop, organize, support, and implement various activities as they apply to the SB-70 Grant from the period of February 1, 2012, through end of term of the Grant, January 31, 2014.

Section II – Responsibilities

In compliance with the SB-70 Grant III (FY 2010-2011) application, EDUHSD will:

- A. Provide a Career Technical Education (CTE) training program for high school and ROP instructional staff focusing on pedagogical concepts, development and assessment of outcomes, and classroom management:
 - a. Provide payment of 60 hours @ \$30 per hour to two (2) CTE training program instructors and salary driven expenses. The total payment to CTE training program instructor will not exceed \$4,050.
 - b. Provide payments of 16 hours @ \$30 per hour to four (4) CTE training practicum instructors and salary driven expenses. The total payment to practicum instructors will not exceed \$2,670.
 - c. Provide payments of 24 hours @ \$30 per hour to a maximum of 20 CTE instructors (and salary driven expenses to participate and complete the CTE training program. The total payment to CTE training program participants, including salary driven expenses, will not exceed \$16,800.
 - d. Provide materials and supplies associated with the creation and delivery of the CTE teacher training program. The total cost of materials and supplies needed to prepare the CTE teacher Training program will not exceed \$1,500.
- B. Provide for payment of substitute instructors to facilitate Career Pathway Connections Program. The total costs of instructors including salary driven expenses shall not exceed \$1,920.



F O L S O M L A K E C O L L E G E
EL DORADO CENTER ♦ RANCHO CORDOVA CENTER

- C. Invoice LRCCD/FLC according to the accounting practice outlined in Exhibit B for **actual costs incurred by EDUHSD** associated with the execution of the outlined responsibilities in Section II, paragraphs A and B. EDUHSD will invoice LRCCD/FLC by December 20, 2013. LRCCD/FLC will encumber and/or pay actual costs incurred by EDUHSD by February 28, 2014.

In compliance with the SB-70 Grant, LRCCD/FLC will:

- D. Approve and authorize to pay all invoices submitted by EDUHSD for costs of the Career Technical Education (CTE) training program for high school and ROP instructional staff as described in Section II, Paragraph A. The total combined invoices for the (CTE) training program shall not exceed \$25,020.
- E. Approve and authorize to pay all invoices submitted by EDUHSD for costs of substitute instructors obtained in conjunction with the Career Pathway Connections Program as described in Section II, Paragraph B. The total combined invoices for substitute instructors shall not exceed \$1,920.
- F. Issue a Purchase Order and reimburse EDUHSD according to the accounting practice outlined in Exhibit A for **actual costs incurred by EDUHSD** associated with the execution of the outlined responsibilities in Section II, paragraphs A and B. All costs incurred for which payment is requested must be submitted by invoice to LRCCD/FLC by December 20, 2013. LRCCD/FLC will encumber and/or pay all actual costs incurred by EDUHSD by February 28, 2014. The total reimbursement to EDUHSD will not exceed \$26,940.

FOLSOM LAKE COLLEGE
EL DORADO CENTER ♦ RANCHO CORDOVA CENTER

Section III - Authorities

EDUHSD and LRCCD/FLC shall separately ensure that this MOU and all requirements for approval and authorization are signed by an official who is authorized and in compliance with the SB-70 Grant III.

Section IV – Funding

As the fiduciary agent administrating the SB-70 Grant, LRCCD/FLC agrees the amount being obligated under this Service Agreement is funded, reserved and is available for payment upon terms of completion for payment under the SB-70 Grant.


Section V-Termination:


MOU may be cancelled at anytime by mutual agreement of both parties under the condition that all invoices and outstanding obligations are paid in full before termination.

Upon signature, the duly authorized representatives of each party agree to the above statements of understanding.


Folsom Lake College
10 College Parkway
Folsom, CA 95630

El Dorado Union High School District
4675 Missouri Flat Road
Placerville, CA 95667


Kathleen Kirklin Date 10/18/12
Vice President of Administration


Baldev Johal Date 10/11/12
Associate Superintendent of Business

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


Theresa Matista Date 10/24/12
Vice Chancellor