

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

FAX: (916) 568-3145

PURCHASE ORDER NO B114605

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

Date 09/10/2013	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 767251 CLARKS POONV		Location / Dept 04EDCB

Vendor: 0000001705
EL DORADO COUNTY OFFICE OF EDUCATION
6767 GREEN VALLEY RD
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

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	BLANKET PURCHASE ORDER 454Y - ROUND 6 SB70 GRANT TO PROVIDE GRANT COORDINATION, FACULTY RELEASE TIME, TEACHER STIPENDS AND INSTRUCTIONAL RESOURCES, CAREER EXPLORATION EVENT IN RELATION TO GOVERNOR'S CAREER TECHNICAL EDUCATION INITIATIVE 7/1/13 - 6/30/14	1.00	LOT	115,732.00	115,732.00	05/01/2014

ENCLOSE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LOS RIOS COMMUNITY COLLEGE DISTRICT (FOLSOM LAKE COLLEGE) (LRCCD/FLC) AND EL DORADO COUNTY OFFICE OF EDUCATION (EDCOE) SIGNED ON 9/5/13

AUTHORIZED PERSONNEL:

DALE VAN DAM
VONNIE SHANE
SHANNON CLARK

Sub Total Amount	115,732.00
Sales Tax Amount	0.00
Total PO Amount	115,732.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	ED.VI.SB70	49990	00000	454Y	115,732.00	2014

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.

Los Rios Community College District

Requisition

Page _____ of _____

Req. No. 767251
P.O. NO.

Vendor Code 1705
Approved
Terms
F.O.B.

DATE 8/20/2013
 VENDOR El Dorado County Office of Education
 ADDRESS 6767 Green Valley Rd
 CITY Placerville STATE CA ZIP 95667
 PHONE 5306227130 FAX CARIE PEARSON

DELIVERY INSTRUCTIONS	
<u>04edc b</u>	Location Code
<u>edc</u>	<u>SB70</u>
College/District Location	Department
<u>admin</u>	
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	Blanket Purchase oedee				
2					
3	454y - Round to SB70 grant				
4	to provide grant coordination,				
5	faculty release time, teacher stipends,				
6	Instructional resources, Career				
7	exploration event				
8					
9	in relation to governors career technical				
10	education initiative - Round to				
11	Authorized Personnel:				
12	Shannon Clark / Nonnie Shane / Dale van Dam				
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		Sales Tax
This purchase is in compliance with the requirements of <u>SB70</u>		
Program Director/Coordinator Signature <u>Shannon Clark</u>	Program Name <u>454y (Ed6)</u>	Total <u>115,732.00</u>
For grants/special projects		Project/Grant Number
Program Goal/Objective Number/Explanation		

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.

REQUESTED BY: Shannon Clark TYPED/PRINT DATE 8/20/13

REQUESTED BY: Shannon Clark SIGNATURE DATE 8/20/13

AUTHORIZED: Shannon Clark DEAN OR AUTHORIZED SIGNATURE DATE 8/20/13

APPROVED: Kathleen Gerkin VICE PRESIDENT, ADMINISTRATION DATE 8/23/13

	<u>genfd</u>	<u>5100</u>	<u>12</u>	<u>ed.vi.</u>	<u>SB70</u>
Bus. Unit	Account*	Fund	Org		
<u>49990</u>	<u>00000</u>	<u>2014</u>	<u>454y</u>	\$	<u>115,732.00</u>
Program	Sub-Class	BY	Proj/Grnt	Amount	
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

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC CRC DO FLC ^{edc} FM SCC OTHER _____

Agreement/Contract With: El Dorado County office of Education

Subject Matter: Round 6 MOU

This agreement consists of the following documents:

EDCOE / LRCCD SB70
Round 6 MOU #3578 & Requisition for PO # 707251

Funding Source: SB70 Amount \$ 115,732.00

Approved as to Substance (Originator)

By: [Signature] Date: 8/21/13
Area Manager/Supervisor

Dale A. van Dorn
(Print Name)

College VPA, DO, FM, Director

By: [Signature] Date: 8/23/13

Kathleen Kirklin
(Print Name)

General Services

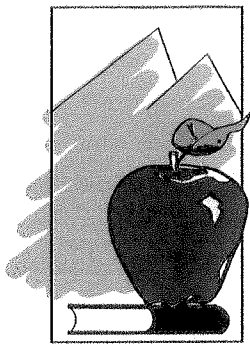
By: _____ Date: _____
Director, General Services

Approved as to Form: (When necessary)

By: _____ Date: _____
General Counsel

Los Rios Community College District

By: _____ Date: _____
Deputy Chancellor



El Dorado County Office of Education

August 13, 2013

Jeremy M. Meyers
Superintendent

Robbie Montalbano
Associate Superintendent

Ed Manansala, Ed.D.
Associate Superintendent

County Board of Education

*Debbie Akin
Matt Boyer
John Lane
Gene Rasmussen
Heidi Weiland*

Los Rios Community College
Attn: Dale Van Dam
10 College Parkway
Folsom, CA 95630

Dear Ms. Van Dam,

Enclosed is Standard Agreement(s) #3578. Please review and sign two original agreements and send a copy back to me at the address below within 10 days.

El Dorado County Office of Education
Attn: Joni Campos
6767 Green Valley Road
Placerville, CA 95667

If you have any questions, you may contact me at 530-295-2325.

Sincerely,

Joni Campos

Joni Campos
Program Assistant
El Dorado County Office of Education

Encl: Agreement(s)

530-622-7130
FAX 530-621-2543

e-mail: info@edcoe.org
website: www.edcoe.org



6767 Green Valley Road
Placerville, CA 95667-8984

An Equal Opportunity Employer

*Commitment to serving
our clients with Respect,
Responsiveness and
Resourcefulness*



Memorandum of Understanding

Between

The Los Rios Community College District (Folsom Lake College) (LRCCD/FLC) and the El Dorado County Office of Education (EDCOE)

The Los Rios Community College District (Folsom Lake College) (LRCCD/FLC) and the El Dorado County Office of Education (EDCOE) 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 EDCOE and LRCCD/FLC in support of the Sixth 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. EDCOE and LRCCD/FLC desire EDCOE 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 November 1, 2012, through end of term of the Grant, November 30, 2014.

Section II – Responsibilities

In compliance with the SB-70 Grant VI (FY 2012-2013) award, EDCOE will:

- A. In an effort to promote student retention and persistence as well as to increase career and post-secondary education readiness, EDCOE will secure a *Naviance* college and career readiness platform and subscriptions for all enrolled 9-12 Students, to include 9-12 students at Black Oak Mine Unified School District. Contribution towards the installation, training, and subscription of *Naviance* shall be \$4.00 per enrolled pupil based on 1038 pupils enrolled as of June 26, 2013. Total payment to EDCOE for *Naviance* program shall be no more than **\$4,152.00.**
- B. Provide payment of stipends to a maximum of 26 K-12 teachers that participate in externships during the summer of 2014 as part of the Summer Institute. Full completion of externship requirements will result in the award amount of \$2,000.00 per stipend. Stipends will be paid upon approval by FLC/LRCCD. Partial payment invoicing may result upon non-completion of externship. Up to \$52,000 is allocated for payment of stipends. EDCOE will provide employer statutory costs, STRS costs, fingerprint costs, and any other employment related costs required to produce the payroll payment of the stipend. Up to \$7,000 is allocated to offset employer payroll liabilities. Total combined stipend payments and associated employer costs shall not exceed **\$59,000.**



FOLSOM LAKE COLLEGE
EL DORADO CENTER ♦ RANCHO CORDOVA CENTER

- C. Provide payment of stipends to a maximum of 24 K-12 teachers that participate in the Sustainability Curriculum Development Workshop. Full completion of the training and a curriculum development project by each teacher will result in the award amount of \$750 per stipend. Stipends will be paid upon approval by FLC/LRCCD. Up to \$18,000 is allocated for payment of stipends. EDCOE will provide employer statutory costs, STRS costs, fingerprint costs, and any other employment related costs required to produce the payroll payment of the stipend. Up to \$1,980 is allocated to offset employer payroll liabilities. Total combined stipend payments and associated employer costs shall not exceed \$19,980.
- D. Aid in the facilitation of a Career Exploration Event for eighth grade students. Total payment of Career Exploration Event related costs, including transportation by bus, substitute costs for participating classes, and any other employment related costs shall not exceed \$12,000.
- E. Provide staff time to participate in the development and implementation of the various activities supported by round 6 of the SB-70 grant. These activities include:
 - a. Payroll and accounting responsibilities as described in paragraphs A, B, C, and D above, access to various EDCOE forums for communicating grant activities to K-12 schools, as well as participation on the Career Technical Partnership (CTP) executive and steering committees. The total payment to offset staff time spent in support of grant activities will not exceed \$15,000.00.
 - b. Designate a staff member to maintain the web-based clearinghouse used to host the lesson plans and modules there were or will be developed as part of all rounds of SB-70 funded activities. The total payment to offset staff time spent to maintain the web-based clearinghouse will not exceed \$5,000.00
 - c. Web hosting services on secure servers located in the Data Center at El Dorado County Office of Education. The total payment for web hosting services will not exceed \$600.00.
- F. Invoice LRCCD/FLC according to the accounting practice outlined in Exhibit B for **actual costs incurred by EDCOE** associated with the execution of the outlined responsibilities in Section II, paragraphs A, B, C, D, and E. EDCOE will invoice LRCCD/FLC by October 1, 2014. LRCCD/FLC will encumber and/or pay actual costs incurred by EDCOE by October 31, 2014.

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

- G. Approve and authorize to pay all invoices submitted by EDCOE for costs of the *Naviance* program as described in Section II, Paragraph A. The total combined invoices shall not exceed \$4,152.00.
- H. Approve and authorize to pay all invoices submitted by EDCOE for costs of stipends in conjunction with the Summer Institute Externship Program as described in Section II, Paragraph B. The total combined invoices for substitute instructors shall not exceed \$59,000.
- I. Approve and authorize to pay stipends to teachers that participate in the Sustainability Curriculum Development Workshop as described in Section II, Paragraph C. The total combined invoices for the Sustainability Curriculum Development stipends shall not exceed \$19,980.
- J. Authorize to pay costs in association with the facilitation of a Career Exploration Event for eighth graders as outlined in Section II, Paragraph D. Total payment shall not exceed \$12,000.

