

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER NO B115658

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date 10/09/2014	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 814525 CLARKS POONV		Location / Dept 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

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	BLANKET PURCHASE ORDER ROUND 6 SB70 GRANT (454Y) NAVIANCE CTE VIDEO SERIES PER ATTACHED MOU SIGNED 7/16/13 - 8/7/13	1.00	LOT	39,492.00	39,492.00	11/30/2014

AUTHORIZED PERSONNEL:

DALE VAN DAM
 VONNIE SHANE
 SHANNON CLARK

ATTACHED MOU SIGNED 7/16/13 - 8/7/13

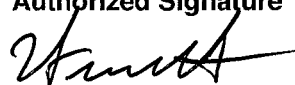
Sub Total Amount	39,492.00
Sales Tax Amount	0.00
Total PO Amount	39,492.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	ED.VI.SB70	49990	00000	454Y	39,492.00	2015

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

 10-10-14

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

Req. No. **814525**

P.O. No. _____

DELIVERY INSTRUCTIONS

04edc b
Building Name

edc 8370
College/District Location Department

admin
Division Date Required

Page _____ of _____

Vendor Code
1711

Approved by / Date _____

Reviewed by / Date _____

Dispatched Method / Date _____

DATE **9/16/14** VENDOR **El Dorado Unified High School District**

ADDRESS **4675 Mission Flat School District**

CITY **Placerville** STATE **CA** ZIP **95267**

E-MAIL _____

PHONE _____ FAX _____

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	<i>*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.</i>				
1	Blanket Purchase Order				39,492.-
2					
3	Round to SB70 grant (454y)				
4	Naviance				
5	CTE video series				
6					
7	per mov signed 7/16/13 - 8/7/13				
8					
9	Authorized Personnel:				
10	S. Clark				
11	V. Shane				
12	D. van Dam				
13					

Purchases Charged to Categorical Programs, Grants or Special Projects

This purchase is in compliance with the requirements of SB70 Round to Program Name

For grants/special projects 454y Project/Grant Number

Program Director/Coordinator Signature: *[Signature]*

Program Goal/Objective Number/Explanation: qualifying grant expenditures

Tax

Total 39,492.-

I hereby certify the items/services listed above are to be obtained in accordance with District Policy, Conflict of Interest Code, P-8611 and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Shannon Clark TYPED/PRINT DATE: 9/16/14

REQUESTED BY: *[Signature]* SIGNATURE DATE: 9/17/14

AUTHORIZED: *[Signature]* DEAN OR AUTHORIZED SIGNATURE DATE: 9.19.14

APPROVED: _____ VICE PRESIDENT, ADMINISTRATION DATE: _____

unfd / 5100 / 12 / ed. vi. sb70

Bus. Unit	Account	* Fund	Org	
49999	00000	2015	454y	\$ 39,492.00
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 6480, 6490, 6491, 6493, 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

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 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. 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 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, EDUHSD will:

- A. In an effort to promote student retention and persistence as well as to increase career and post-secondary education readiness, EDUHSD will work with Hobson's Inc. to secure a *Naviance* college and career readiness platform and subscriptions for all EDUHSD Students. Contribution towards the installation, training, and subscription of *Naviance* shall be \$4.00 per enrolled pupil based on 6,873 pupils enrolled as of June 26, 2013. Total payment to EDUHSD for *Naviance* program shall be no more than \$27,492.00.
- B. Provide for payment to a Production Company for the creation of video marketing materials to promote various CTE programs at EDUHSD, EDCOE, and/or LRCCD/FLC. Video Production expenses shall not exceed \$12,000.
- 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 October 1, 2014. LRCCD/FLC will encumber and/or pay actual costs incurred by EDUHSD by October 31, 2014.

FOLSOM LAKE COLLEGE
EL DORADO CENTER ♦ RANCHO CORDOVA CENTER

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

- D. Approve and authorize to pay all invoices submitted by EDUHSD for costs of the *Naviance* program as described in Section II, Paragraph A. The total combined invoices shall not exceed \$27,492.00.
- E. Approve and authorize to pay all invoices submitted by EDUHSD for costs of Production obtained in conjunction with the creation of marketing videos as described in Section II, Paragraph B. The total combined invoices for substitute instructors shall not exceed \$12,000.
- F. Issue a Purchase Order and reimburse EDUHSD 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. All costs incurred for which payment is requested must be submitted by invoice to LRCCD/FLC by October 1, 2014. LRCCD/FLC will encumber and/or pay all actual costs incurred by EDUHSD by October 31, 2014. The total reimbursement to EDUHSD will not exceed \$39,492.

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 VI.

Section IV – Funding


As the fiduciary agent administering 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:

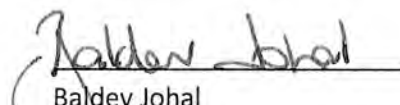
MOU may be cancelled at anytime by mutual agreement of both parties under the condition that all invoices and standing obligations are paid in full before termination.

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

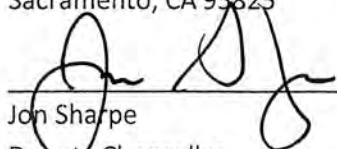
Folsom Lake College
10 College Parkway
Folsom, CA 95630


Kathleen Kirklin
Vice President of Administration
Date 7/31/13

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


Baldev Johal
Associate Superintendent of Business
Date 7/16/13

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


Jon Sharpe
Deputy Chancellor
Date 8/7/13

**Los Rios Community College District (LRCCD) - Folsom Lake College
CTE Community Collaborative – SB70 Round 6**

**Community Partner Reimbursement Procedures on MOUs
November 1, 2012 through November 30, 2014**

Community Partner EL DORADO UNION HIGH SCHOOL DISTRICT (EDUHSD)

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, November 30, 2014.
 - a. First year Purchase Order period is November 1, 2012 through June 30, 2013 PO# _____
 - b. Second year Purchase Order period is July 1, 2013 through June 30, 2014 PO# _____
 - c. Final year Purchase Order period is July 1 through November 30, 2014 PO# _____
 3. Purchase orders may consist of two line with the following description:
 - a. "454Y Board of Governor's Career Technical Education Pathways Initiative Core Grant (referred to as the SB-70 Grant, 12-140-234) Community Collaborative Projects."
 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.
 - 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