



FOUNDATION for CALIFORNIA  
COMMUNITY COLLEGES

*www.foundationccc.org*

## FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES ADMINISTRATIVE SERVICES AGREEMENT

**CB 14-011**

This ADMINISTRATION SERVICES AGREEMENT (“Agreement”) is made this **11TH** day of **DECEMBER, 2014**, between the Foundation for California Community Colleges (“Foundation”) and **LINK-SYSTEMS INTERNATIONAL, INC.** (“Supplier”).

### RECITALS

The Foundation desires to have **LINK-SYSTEMS INTERNATIONAL, INC.** (“Supplier”) provide Online Tutoring Services as described in RFP #14-001, which in its entirety shall serve as **Exhibit D**.

This Agreement provides that any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation in California (collectively, "Participating Public or Private Agencies") may purchase Online Tutoring Services at prices stated in **Exhibit B**;

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Foundation and Supplier hereby agree as follows:

### TERMS AND CONDITIONS

1. The Supplier shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by the Supplier as set forth in the Agreement.
2. The Foundation shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Agreement as set forth herein, and the Supplier hereby agrees that the Foundation shall act in the capacity of administrator of purchases under the Agreement.
3. With respect to any purchases by Participating Public or Private Agencies pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Public or Private Agencies; (ii) shall not be obligated, liable or responsible for any order made by

Participating Public or Private Agencies or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Public or Private Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Public or Private Agencies or any employee thereof under this Agreement or the Agreement.

4. With response to Supplier use of Subcontractors: within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of Online Tutoring Services under this Agreement, the Supplier shall provide the Participating Public or Private Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Supplier for completing the Supplier's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide work, labor, or materials valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The Supplier shall not substitute any listed Subcontractor, except upon the express consent of the Participating Public or Private Agency, as applicable and in strict conformity with applicable law.
5. Insurance. Within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Online Tutoring Services under this Agreement, the Supplier and each Subcontractor, identified in its Subcontractors List issued by the Supplier for such Purchase Order, shall deliver to the Foundation, and to the Participating Public or Private Agency issuing the Purchase Order or other similar instrument, Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below. The foregoing notwithstanding, a Participating Public or Private Agency may require additional or different insurance coverage or minimum coverage amounts in connection with any specific procurement of Online Tutoring Services. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Online Tutoring Services, and the Supplier shall comply with the same.
  - a. Workers' Compensation Insurance. The Supplier and all Subcontractors shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
  - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
  - c. Professional Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Professional Liability Insurance policies covering liability arising from any error, omission, negligent or wrongful act of

the Supplier or Subcontractor with limits of not less than \$1 million per occurrence and \$2 million aggregate.

- d. Modifications; Cancellation; Additional Insured. The Foundation and each Participating Public or Private Agency procuring Online Tutoring Services hereunder shall be named additional insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors for each specific procurement of Online Tutoring Services. The Workers' Compensation insurance policy, the General Liability insurance policy, and the Professional Liability insurance policy of the Supplier and each Subcontractor for each specific procurement of Online Tutoring Services shall include provisions that the policy terms will not be materially modified and that the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Public or Private Agency, as applicable.

### **SPECIFIC PROVISIONS**

6. Term. The Term of this Agreement will be for one and one-half (1.5) years, commencing on the date set forth in the Agreement and terminating one and one-half (1.5) years thereafter. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for three (3) additional one (1) year Terms ("the Extended Terms") by written notice not less than one (1) month prior to and not more than three (3) months prior to expiration of the Term or the Extended Term, as applicable. If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new RFP and subsequent Agreement, the Supplier agrees to continue to provide goods and/or services to the Participating Public or Private Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
7. Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.

### **QUARTERLY FEES & REPORTING**

8. Accounting and Right to Audit. Supplier shall, at its expense, maintain accounting of all purchases made by Participating Public or Private Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation.
9. Quarterly Fees and Reports. Supplier shall pay the Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes for all purchases by Participating Public or Private Agencies under the awarded RFP, and shall provide the

Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears in Attachment 2. Quarterly fees and reports shall be made with respect to all payments received in the applicable quarter. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.

10. Material Breach. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 10 shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.
11. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 10 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
12. Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Public or Private Agency Records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the record and report reviews; the audit; Foundation staff time; and expenses, counsel, and collection.

## **GENERAL PROVISIONS**

13. Supplier may submit for review new or enhanced products that were not part of the supplier's product line at contract signing. The Foundation will review the products to ensure they meet minimum requirements and at the Foundation's sole discretion, add products to the contract if deemed acceptable. Supplier must honor enhanced warranty and offer same tiered discount from original RFP response.

14. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Service Level Agreement (Exhibit A); (2) Licensing and Service Costs (Exhibit B); (3) Request for Proposal or RFP (Exhibit D); and (4) Supplier Response to the RFP (Exhibit E).
15. Any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the Foundation.
16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.
17. This Agreement and the Foundation's rights and obligations hereunder may be assigned, at the Foundation's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform the Foundation's obligations hereunder. This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Foundation. For the purpose of this paragraph, Foundation will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder

All reports, notices, and other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

A. Foundation

Foundation for California Community Colleges  
1102 Q Street  
Sacramento, CA 95811  
Attn: Jorge J.C. Sales, Director of CollegeBuys  
Email: jsales@foundationccc.org

B. Supplier

Link-Systems International, Inc.  
4515 George Road, Suite 340  
Tampa, Florida 33634  
Attn: Vincent Forese, President  
Email: vincent.forese@link-systems.com

18. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.
19. This Agreement may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of the parties hereto.
20. General Indemnity. Each party to this Agreement (“Indemnitor”) agrees to indemnify, defend and hold harmless the other, and its directors, officers, employees, successors and assigns (collectively, “Indemnitees”) against any and all losses, liabilities, claims, actions, suits, proceedings, penalties, fines, damages, costs or expenses, including, but not limited to, reasonable attorneys’ fees (including fees and disbursements of in-house and outside counsel), property damage, loss of use, maintenance, cure, or wages, and personal injury or illness and/or death, resulting from, arising out of, or connected with: (a) breach by Indemnitor of this Agreement; and (b) the performance of services or any error, act or omissions related to the same by Indemnitor or its employees, subcontractors, or any person or entity for whom the Indemnitor is responsible under this Agreement. The Indemnitor assumes no liability for the sole negligence or willful misconduct of the Indemnitees. It is the intention of the Parties that where the fault of Foundation and Supplier is determined to have been contributory to a matter subject to this Section 21, principles of comparative fault shall be followed and each party shall bear the proportionate cost of any share of such proportional comparative fault and pay such proportionate cost of any defense and indemnity attributable to the fault of that party, its directors, officers, employees, subcontractors, or any person or entity for whom the Indemnitor is responsible under this Agreement.
21. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.
22. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier, and any successor and assign thereto subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

Joseph Quintana  
Joseph Quintana (Dec 12, 2014)

Melissa Conner  
Melissa Conner (Dec 12, 2014)

By Joseph Quintana

By Melissa Conner

[typed name]  
Title Vice President, Program Development

[typed name]  
Title Vice President, Advancement

Date Dec 12, 2014

Date Dec 12, 2014

**SUPPLIER:** \_\_\_\_\_

Vincent Forese  
Vincent Forese (Dec 13, 2014)

By Vincent Forese

[typed name]  
Title President

Date Dec 13, 2014



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## Online Tutoring Services CB14-011

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### **Exhibit A: Service Level Agreement**



**EXHIBIT A**  
**SERVICE LEVEL AGREEMENT**

**1. Help Desk Services**

- 1.1. COVERAGE.** Link-Systems International, Incorporated (“LSI”) shall provide Help Desk Services covering NetTutor® and the WorldWideWhiteboard® and access to telephone, Web Form and Email support personnel.
- 1.2. FIRST LEVEL SUPPORT.** Help Desk services include First Level Support Services to the Users. “First Level Support” means support provided by personnel who serve as the first point of contact for the Users requiring assistance. In general, the Help Desk Services are to resolve technical issues for Users, including providing assistance with browsers, ISP’s, the Software, access to the software and courses, installation of browsers and plug-ins, and other miscellaneous technical difficulties. First Level Support providers provide assistance, diagnose problems, and propose solutions based on a step by step diagnostics process designed to resolve most problems. The diagnostics and escalation process will be provided by LSI. Help Desk Services also include escalating problems to Second Level Support (as described in section 2.1 below) after LSI has exhausted all First Level Support diagnostics.
- 1.3. COORDINATION WITH EXTERNAL HELP DESK PROVIDER.** If requested by the Online Education Initiative (OEI), LSI shall coordinate and support the integration of First Level Support diagnostics and escalation processes for Help Desk Services with an external provider, such as the CCC Technology Center Help Desk or another provider identified by the OEI. Such coordination and integration could be for coverage during specific hours or for specific issues, as identified by OEI. Both parties agree to develop shared procedures (such as escalation procedures) to coordinate processes used by an external help desk provider, as necessary.

**2. Problem Resolution Procedures**

- 2.1. SECOND LEVEL SUPPORT.** LSI will provide “Second Level Support”, which means detailed diagnostics and complex problem solving with regard to LSI controlled systems.
- 2.2. INQUIRY ASSESSMENT.** First Level Support personnel shall classify a User inquiry as High or Low using the following criteria:

Blocker: Complete system failure, with no alternative procedure

Critical: Critical functionality failure, “very inconvenient” alternative procedure

Major: Software not functioning properly, but can still be used. Alternative procedure exists.

Minor: Software has inconveniences, but can still be used. No alternative procedure required.

In the event OEI staff believes an issue should be classified at a higher level of severity, OEI may re-classify user inquiries or issues as needed. LSI agrees to accept such classification, and OEI agrees that the timeframe for resolution as it applies to penalties shall begin once the classification level is adjusted.

Level	Effect	Characteristics	Examples
Blocker	Core functionality unavailable	<ul style="list-style-type: none"> <li>Website is down</li> <li>Website abnormally terminates</li> <li>Website stops operation or seriously impacts usability</li> <li>Corrupted or skewed data</li> <li>Hard or impossible to recover data</li> <li>Extreme performance problem</li> <li>Misrepresentation of data</li> <li>Difficult to retrieve information</li> <li>Causes frustration to user on normal operation</li> </ul>	<ul style="list-style-type: none"> <li>Platform completely inaccessible</li> <li>Crashes</li> <li>Hangs - System Locks Up</li> <li>Access Violations</li> </ul>
Critical	Critical usability issues	<ul style="list-style-type: none"> <li>Loss of significant usability and functionality.</li> </ul>	<ul style="list-style-type: none"> <li>Data Loss or Garbage Data</li> <li>Data is stored correctly but displayed incorrectly</li> <li>All course content is inaccessible</li> <li>Critical pages are down</li> <li>Login problems</li> <li>2 Minutes to logon</li> <li>Response time (after user clicks an action and waits for system response) exceeds 5 seconds.</li> <li>Integration issues impacting access or usability to CCC Technology Center managed technologies</li> </ul>
Major	Major usability issues	<ul style="list-style-type: none"> <li>Software not to spec, but users can still use the functionality. Alternative procedure exist.</li> </ul>	<ul style="list-style-type: none"> <li>Having to reply to data more than once on a one-time basis</li> <li>Issues limited to a specific browser/platform</li> <li>Major Visibility problem</li> <li>Broken links within courses</li> <li>3<sup>rd</sup> party integration problems</li> </ul>
Minor	Minor usability issues	<ul style="list-style-type: none"> <li>Cosmetic problems on screens, reports or documentation</li> <li>Installation and upgrade questions</li> </ul>	<ul style="list-style-type: none"> <li>Spelling and Grammar</li> <li>Formatting and button positioning</li> <li>Training issues</li> </ul>

**2.3. COORDINATION OF SERVICE PROVIDERS.** The parties acknowledge that many service providers can be involved in the resolution of any technical problem. LSI will maintain control of the communication with the Users during an outage or problem which requires a third party's participation to resolve. LSI will provide live access to its Help Desk client to facilitate resolution of technical problems. Should an outage be related to technical issues as part of the integration with OEI or CCC managed systems, LSI will contact OEI to immediately convene a joint response team to coordinate technical issues and communication to OEI or CCC users.

### 3. Service Details

**3.1. HOURS OF OPERATION.** LSI shall provide Help Desk Services covering the Software and the User's access as described below. Provision of Telephone, Web Form, and Email support will be made according

to the following schedule which may be revised due to call volume or for other reasons by mutual agreement. Business Hours are defined as:

- 3.1.1. From the Effective Date through July 31, 2015, 6:00 a.m. to 6:00 p.m. PT Monday through Friday.
- 3.1.2. From August 1, 2015, 6:00 a.m. to 8:00 p.m. PT Monday through Friday, and 10:00 a.m. to 4:00 p.m. PT Saturday and Sunday, excluding holidays.
- 3.1.3. LSI agrees to track Help Desk service trends as the OEI expands the number of students served. The parties agree to mutually develop a plan for expanding live support upon request of OEI.

Hours	Type of Support
Business Hours	Live Telephone, VoiceMail, Web Form and Email Support
Outside Business Hours	VoiceMail, Web Form and Email Support response within 24 hours

- 3.2. LANGUAGE SKILLS. LSI will provide Help Desk services in both Spanish and English. The Services will be performed: (1) by qualified personnel, including but not limited to personnel with fluent English speaking, reading and writing skills conversant in the technical terminology required to perform the Services; (2) consistent with generally accepted industry standards; and (3) in accordance with the applicable description.
- 3.3. OUTSIDE BUSINESS HOURS SUPPORT. In addition to other procedures agreed by the parties, LSI will send an immediate auto-response email from the Web Form (and email) for Outside Business Hours Support to include both an issue number along with a brief FAQ section.
- 3.4. INSTITUTIONAL SUPPORT OUTSIDE BUSINESS HOURS. LSI will provide OEI with after-hours contact information for Second Level Support staff who can address any service interruptions that may occur outside of Business Hours. Contact information will, at a minimum, include a telephone number and e-mail address.

#### 4. Performance Guarantees

In addition to LSI’s obligations hereunder, LSI agrees to the following:

- 4.1. HELP DESK AVAILABILITY. The Help Desk shall be fully operational with no less than 99.5% measured on a monthly basis (3.65 hours of Downtime per month).
- 4.2. SYSTEM AVAILABILITY. No less than 99.99997% system uptime as measured on a monthly basis. This is calculated utilizing an average of 4 reboots per year for updates. Reboots typically take 5 minutes each.
- 4.3. RESPONSE AND RESOLUTION TIMES. LSI will assign the priority level for each item reported based on the appropriate severity level.

The guaranteed response and resolution times are as follows:

Severity	Priority	Response Time Agreement	Resolution Time Agreement (Recovery Time Objective)
0	Blocker	1 hour	1 calendar day
1	Critical	6 hours	2 calendar days
2	Major	24 hours	14 calendar days
3	Minor	48 hours	28 calendar days

Severity 0: Complete system failure, with no alternative procedure

Severity 1: Critical functionality failure, “very inconvenient” alternative procedure

Severity 2: Software not functioning properly, but can still be used. Alternative procedure exists.

Severity 3: Software has inconveniences, but can still be used. No alternative procedure required.

**4.4. REPORTED ISSUES THAT ARE DETERMINED TO BE DEVELOPMENT REQUESTS.** A reported issue that requests a change in behavior that is not actually in violation of any style guide, feature specification, license agreement, or other agreement of functionality, will be considered a development request. Development requests are not subject to the Service Level Agreement.

LSI will reassign these tickets back to the original reporter indicating the reported issue is a development request. OEI will, separately from the support process, prioritize and schedule development requests with LSI.

**4.5. RECOVERY TIME OBJECTIVE (RTO).** LSI agrees to maintain up-to-date repair/recovery plans for server, network, data, and or other forms of service interruptions, such as disaster recovery. LSI agrees to provide copies of such plans to OEI upon request. Refer to table in paragraph 4.3 for specific RTOs.

**4.6. RECOVERY POINT OBJECTIVE (RPO).** LSI agrees to maintain disaster recovery systems, processes and procedures that will result in no more than four (4) hours of data loss in the event of a system failure.

## 5. Turnaround Time for Asynchronous Services

**5.1. ESSAY REVIEW.** LSI will provide asynchronous essay review services, as described in the RFP response. The maximum time before essay reviews are completed and returned to the User shall be forty-eight (48) hours, with an average return time of twenty-four (24) hours.

**5.2. ASYNCHRONOUS QUESTION SUBMISSION.** LSI will provide asynchronous tutoring services by allowing students to submit an offline question. The maximum time before a student receives a response from LSI’s tutor shall be twenty-four (24) hours.

## **6. Penalties**

If LSI fails to meet the performance levels specified in this Service Level Agreement, the following penalties may be applied upon notification by OEI / Participating Agency:

- 6.1.** For failure to meet Blocker issue resolution time described in Section 4.3, LSI will provide a credit back to OEI / Participating Agency consisting of the number of NetTutor hours equivalent to one full day's worth of NetTutor utilization for each 24-hour day or partial day beyond the initial resolution time allotted. These hours are defined as the average number of hours used per day over the previous three months.
- 6.2.** For failure to meet Critical issue resolution time described in Section 4.3, LSI will provide a credit back to OEI / Participating Agency consisting of the number of NetTutor hours equivalent to one-half of one full day's worth of NetTutor utilization for each 24-hour day beyond the initial resolution time allotted. These hours are defined as the average number of hours used per day over the previous three months.
- 6.3.** For failure to meet Major issue resolution time described in Section 4.3, LSI will provide a credit back to OEI / Participating Agency consisting of 30% of actual NetTutor hours used beyond the initial resolution time allotted, until the issue is resolved.
- 6.4.** For failure to meet Minor issue resolution time described in Section 4.3, LSI will provide a credit back to OEI / Participating Agency consisting of 10% of actual NetTutor hours used beyond the initial resolution time allotted, until the issue is resolved.
- 6.5.** For failure to meet technical support response times described in Section 4.3, LSI agrees to investigate the incident and provide a report to OEI / Participating Agency within five (5) business days, followed by a joint meeting of both parties if requested by OEI / Participating Agency.
- 6.6.** For failure to meet essay review maximum turnaround times described in Section 5.1, LSI will provide a credit back to OEI / Participating Agency consisting of 50% of actual hours used for the review of the late essays. LSI agrees to investigate the incident and provide a report to OEI / Participating Agency within five (5) business days, followed by a joint meeting of both parties if requested by OEI / Participating Agency.
- 6.7.** For failure to meet asynchronous question submission turnaround times described in Section 5.1, LSI will provide a credit back to OEI / Participating Agency consisting of 50% of actual hours used for the answering of the late asynchronous sessions. LSI agrees to investigate the incident and provide a report to OEI / Participating Agency within five (5) business days, followed by a joint meeting of both parties if requested by OEI / Participating Agency.

## **7. Reporting, Sharing of Data, and Archiving**

- 7.1. HELP DESK SERVICES DATA.** LSI agrees to provide OEI / Participating Agency with regular reports detailing User requests for Help Desk Services. The reports shall be provided monthly, or may be provided more frequently by mutual agreement of the parties. The reports shall include, minimally, the date and time of initial inquiry, ticket number, issue category (e.g., password issue, browser issue, etc.),

ticket status, and CCC student identifier. Additional reports may be requested by OEI / Participating Agency detailing individual and average response and resolution times. Other reports may be designed by mutual agreement.

**7.2. UTILIZATION DATA.** LSI agrees to provide OEI / Participating Agency with regular reports detailing utilization of NetTutor services and WorldWideWhiteboard (“WWW”) functionality. These reports shall be provided monthly, or may be provided more frequently by mutual agreement of the parties.

**7.3. ON-DEMAND REPORTING SERVICES.** LSI will provide detailed tutoring usage reports, including the ability to routinely refer to an online system that provides up-to-the-minute details. These reports will indicate when tutors were online, how many questions were submitted, and the average length of time spent answering a question. Summary information, including details for a specific session is also available. This database is updated in real time, and made available either via e-mail attachment or URL posting. If such functionality is not available at the time of the initial contract, LSI agrees to develop the capability to create on-demand reports via an online web interface within six (6) months of the contract execution date.

**7.4. ARCHIVING OF TUTORING SESSIONS.** LSI will create archives of all synchronous and asynchronous tutoring sessions. Archives will be available to students within one (1) hour of the end of the tutoring activity via a web-based interface. OEI and members of the Participating Agencies shall also be provided timely access to tutoring archives as needed for purposes of service quality review or other investigations to be performed in relation to a student’s participation in online tutoring.

## **8. Integration with CCC Technology Systems**

**8.1. COURSE AND LEARNING MANAGEMENT SYSTEMS.** LSI agrees to support integration of authentication services with individual Course Management Systems / Learning Management Systems managed by colleges that are part of the OEI Pilot and/or Participating Agencies. Where possible, LSI agrees to provide support for service integrations that provide functionality within the CMS/LMS as requested by OEI and/or Participating Agency.

**8.2. COMMON COURSE MANAGEMENT SYSTEM.** LSI agrees to provide authentication and service integration support for the COMMON COURSE MANAGEMENT SYSTEM identified by OEI. This includes development work necessary to support integration of LSI’s applications (NetTutor website and the WorldWideWhiteboard platform) into the Student Portal currently under development in concert with the CCC Education Planning Initiative, including support for single sign on using Shibboleth authentication protocols. LSI agrees to support additional specifications as identified by OEI and the CCC Technology Center. When usability issues arise impacting integration between technology platforms managed by the CCC Technology Center and LSI platforms, LSI agrees to respond at the Critical support classification. OEI agrees to forego application of penalties if a determination is made jointly that the technical cause lies within the CCC Technology Center managed platforms.

## **9. Ongoing Issue Resolution Meetings**

**9.1. OEI and LSI MEETINGS.** LSI and OEI agree to meet regularly for purposes of discussing new or ongoing technical issues, support levels, development requests, or other items as necessary. LSI and OEI

commit to meeting no less frequently than on a monthly basis either in person or via videoconference or teleconference. LSI agrees to meet more frequently at the request of OEI.

**9.2. DESIGNATED REPRESENTATIVES.** OEI and LSI agree that the following representatives will participate in Ongoing Issue Resolution Meetings, as follows:

9.2.1. OEI: Chief Academic Affairs Officer, or designee; CCC Technology Center representative (as required);

9.2.2. LSI: Vice President, Customer Services, or designee.

9.2.3. COLLEGE REPRESENTATIVES: At OEI's discretion, representatives from colleges that are part of the OEI Pilot may be invited to participate in the meetings.

**9.3. COMMUNICATION WITH INDIVIDUAL COLLEGES RECEIVING OEI-FUNDED SERVICES.** At no point will LSI engage in meetings with individual colleges regarding OEI-funded online tutoring services without first notifying and gaining the consent of the OEI Chief Academic Affairs Officer or his/her designee.

## **10. Technology Training for College Personnel**

**10.1. COLLEGE PROGRAM AND TECHNICAL STAFF.** LSI agrees to provide technical training on how to use the NetTutor website and WorldWideWhiteboard to college personnel at the beginning of each term and at appropriate intervals during the pilot phases. Technical training materials and documentation will be made available online for on-demand use.

**10.2. TECHNOLOGY TRAINING FOR COLLEGE TUTORS.** As the Blended Model of services is implemented, LSI agrees to provide technical training on how to use the WorldWideWhiteboard to tutors employed by local colleges. This training will be provided at appropriate intervals as mutually agreed between LSI and OEI, and technical training materials and documentation will be made available online for on-demand use.

## **11. Information Security and Third Parties**

**11.1. THIRD PARTY PROVIDERS.** LSI agrees to protect User data and will not provide any User data to third parties unless specifically directed by OEI.

**11.2. FERPA PROTECTION.** LSI agrees to engage in practices that maintain compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

**11.3. TUTOR ACCESS TO STUDENT INFORMATION.** LSI agrees that tutors will not ask students for personal information, nor will tutors share their own personal information with students. Tutors will have access only to a student's first name, course, and college affiliation. At any point, if a student should post their personal contact information in the shared tutoring space, LSI agrees to require tutors to immediately delete and discard such information.

**11.4. DATA BREACHES.** Should a data breach occur, LSI agrees to notify OEI within four (4) hours of discovering such breach and to provide OEI with specific information regarding the nature of the breach and student information (with associated student IDs) believed to be improperly accessed, lost,

shared, or otherwise at risk. LSI indemnifies the California Community Colleges Chancellor's Office, the Foundation for California Community Colleges, and Foothill-De Anza Community College District for all costs that are incurred as a result of a data breach.

**11.5.** DATA FOR EVALUATION SERVICES. As part of the OEI contract with the CCC Research and Planning Group ("RP Group"), LSI agrees to provide necessary data as requested by RP Group and specifically authorized by the OEI Chief Academic Affairs Officer.





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## Online Tutoring Services CB14-011

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### **Exhibit B: Licensing and Service Costs**

**EXHIBIT B  
LICENSING AND SERVICE COSTS**

The following pricing and service structure shall be established during the initial term of the Agreement.

**1. WorldWideWhiteboard (WWWB) Licensing**

A system-wide license to cover all 112 CCCs shall be purchased by Foothill-De Anza Community College District (“FHDA”) / Online Education Initiative (“OEI”) with a single invoice. The WWWB platform shall be provided for general use beginning July 1, 2015, following the first OEI Online Tutoring Pilot (January - June 2015) and evaluation.

Period	Number of Concurrent Users	Cost
January 1 - June 30, 2015	250	\$37,500 (prorated)
July 1, 2015 - June 30, 2016	250	\$75,000

FHDA / OEI shall have the ability to increase concurrent users between 250 and unlimited using the following pricing tiers:

Number of Concurrent Users	Cost
500	\$100,000
750	\$125,000
1,000	\$150,000
Unlimited	\$230,000

**2. NetTutor Pricing for OEI**

FHDA / OEI secures the following hourly prices for NetTutor services provided to courses offered through the OEI and billed to FHDA based on an upfront or renewal purchase of tutoring hours as follows:

5,000 hour minimum purchase: \$25.00/hour

Hours do not expire and may be rolled over into subsequent terms without additional cost. Guaranteed renewal at this rate through June 30, 2017.

In addition to the provisions above the following high volume discounts shall be made available to FHDA / OEI:

Volume Tier	NetTutor Hours Purchased	Rate
1	Minimum NetTutor purchase of 5,000 hours and over	\$25 / hr
2	NetTutor hours purchased 10,000 and over	\$24 / hr
3	NetTutor hours purchased 20,000 and over	\$23.50 / hr

METERING FOR LIVE SESSIONS. Charges are only incurred during the time a student spends with a live tutor. The meter starts when the student is live with a tutor and stops when the session ends. For live group tutoring sessions, the meter starts for each student the moment they are connected live with the tutor and stops when the session ends (or they leave a session in progress). Charges are incurred for each student engaged with a tutor in the session.

METERING FOR ASYNCHRONOUS TUTORING AND ESSAY REVIEW. Charges are incurred for actual time used by the tutor. For asynchronous sessions, the meter starts at the moment the tutor accepts the question/paper and stops when they complete the response.

### 3. NetTutor Pricing for Buy-In Option

STANDARD NETTUTOR PRICING. With standard pricing, the institution is only charged for the time the Supplier’s tutors spend helping students.

Purchase level	Rate per hour
Pay as you go	\$29
Block of 500 hours (upfront payment, new or renewal)	\$28
Block of 1,000 hours (upfront payment, new or renewal)	\$27
Block of 2,500 hours (upfront payment, new or renewal)	\$26

NETTUTOR CUSTOM PRICING, OPTION 1 (\$18/HOUR). This option is for new customers, for up to one year. This plan deducts 30 minutes per asynchronous session. There is a minimum purchase of 1 hour per student per term, and unused hours expire at the end of the term. Customer should help drive usage which can be done by prioritizing integration, establishing administrative and faculty advocacy, and correlating student usage to success metrics. After one year, renewal must occur at standard pricing or custom pricing options 2 or 3.

NETTUTOR CUSTOM PRICING, OPTION 2 (\$20/HOUR). This option was created for new or renewing customers. This plan deducts 30 minutes per asynchronous session. This plan requires a systemwide (cumulative) minimum block of 8000 hours purchased upfront or upon renewal. Renewal must occur at standard pricing or custom pricing options 2 or 3. At renewal, unused hours may roll over into the next term without penalty and/or recalculate to enter option 3.

NETTUTOR CUSTOM PRICING, OPTION 3 (\$25/HOUR). This is an extension of the standard pricing, for new or renewing customers. All sessions are charged for actual time used. This plan requires a systemwide (cumulative) minimum block of 5000 hours purchased upfront or upon renewal. Renewal must occur at standard pricing or custom pricing options 2 or 3. At renewal, unused hours may roll over into the next term without penalty and/or recalculate to enter option 2.

Additional volume discounting for option 3	Rate per hour
Minimum block of 10,000 hours	\$24
Minimum block of 20,000 hours	\$23.50

**4. Standard WorldWideWhiteboard pricing (for non-CCC Buy-In Option)**

The WorldWideWhiteboard is the Supplier’s proprietary online collaboration platform which is licensed on an annual basis. A WorldWideWhiteboard license is not required for NetTutor usage (the Full Service Model). However, if an institution intends to use their own local staff as described by the Blended Model, then a WorldWideWhiteboard license would allow for a seamless user experience.

The Supplier’s standard pricing is based on concurrent online users. This allows for unlimited users, unlimited groups, and unlimited usage. There is simply a maximum number of users who may be connected *at the same time*.

<b>Concurrent Online Users</b>	<b>Cost of Annual License</b>
20	\$10,000
50	\$20,000
250	\$75,000
500	\$100,000
750	\$125,000
1,000	\$150,000
2,500	\$250,000

**5. Consideration of Existing Clients**

Invoices will be submitted to the College (“Customer”) instead of FHDA as the fiscal agent of the OEI; however, the Supplier would still report to the Foundation for California Community Colleges (“Foundation”). The Buy-In Option will be available to new customers by Fall 2015.

At that time, unless allowed sooner, the Supplier shall offer the option to “rebuy” to any existing Customer so that the Customer may take advantage of discounted pricing as negotiated by this process by redistributing any unused NetTutor hours.

By offering the option to “rebuy” to any existing customer so that they may take advantage of discounted pricing for any unused NetTutor hours as negotiated by this process, the Supplier shall not submit 2% of any existing account balance to the Foundation. Those accounts would be eligible for Foundation fees upon renewal and purchase of new NetTutor hours.

# RTR Pricing Proposal

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## Executive Summary

### **About this Proposal**

Link-Systems International, Inc. (LSI) proposes an adoption of Refer-Tutor-Report (RTR)—our referral system for online tutoring. RTR ensures that students most in need of additional support are guided to online tutoring, where they will receive the needed support to improve the likelihood of their success. RTR then follows up with comprehensive reporting for administrators, faculty, or any other regulatory bodies.

### **About RTR**

Refer Tutor Report is an information-sharing platform whose fundamental mission is to eliminate the obstacles that arise when the individual components of a tutoring delivery process are inefficiently integrated and out of sync with one another. Students using RTR are guided through the referral and tutoring process, while faculty, tutors, and administrators are kept fully informed of the students' needs as well as their progress. This system is designed to increase student success, hence, retention rates.

### **Refer**

Referrals are initiated by the instructor, and include specific details on the help each student needs to receive regarding that particular referral; all subsequent steps are anchored to those needs.

### **Tutor**

Next, the student receives the referral notice and connects with a tutor. The tutor will also receive the referral notice so when the session takes place, the tutor will have information about the course details and areas in which the student needs assistance, in order to better address the student's remediation needs.

### **Report**

RTR's robust reporting capabilities can be customized in ways that enable instructors, tutors, advisors, and administrators to set up their own guidelines regarding the kind of information that needs to be shared, and who will have access to that information.

### **Executive Team**

Vincent Forese, President & CEO

Douglas DiNardo, VP Sales & Marketing

Pricing

**Standard Pricing**

<b>Initial Setup (per college, first year only)</b>	<b>\$1,500.00</b>
<b>Annual Licensing Fee (per college)</b>	<b>\$1.00 per FTES (\$15,000 maximum)</b>

**Custom California Community College Piggyback Pricing**

<b>Initial Setup (per college, first year only)</b>	<b>waived</b>
<b>Annual Licensing Fee (per college)</b>	<b>20% discount off standard pricing</b>

**Custom OEI Pilot Pricing 2015-2016 Academic Year**

<b>Initial Setup</b>	<b>waived</b>
<b>Pilot Year Licensing Fee (per college)</b>	<b>\$10,000</b>
<b>Pilot Spring Semester Licensing Fee (per college)</b>	<b>\$5,000, if invoiced by 10/15/15 \$7,500, if invoiced on or after 10/16/15</b>

**Terms and Conditions**

- RTR was listed as an exception during the OEI Tutoring Services RFP; RTR is within the scope of the RFP, see FCCC contract Exhibit C item 2, "Additional Products Under Consideration"
- RTR works as an "add-on" to NetTutor and WorldWideWhiteboard; RTR does not function without being connected to NetTutor or WorldWideWhiteboard
- OEI pricing (including consideration of systemwide model) for academic year 2016+ TBD
- LMS & SIS integration TBD
- LSI-hosted
- Unlimited technical support
- Free upgrades during life of license, if applicable
- Prices herein are valid for forty (40) days from proposal date
- All prices in U.S. dollars

\_\_\_\_\_  
LSI Authorized Signature

\_\_\_\_\_  
Date



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Online Tutoring Services CB14-011

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**Exhibit C: Development Items and Additional  
Products**

**EXHIBIT C**  
**DEVELOPMENT ITEMS AND ADDITIONAL PRODUCTS**

**1. Development Items**

The Online Education Initiative (“OEI”) has prioritized the list of exclusions and deviations from the RFP Response and other items noted by the Supplier for future development as follows, in priority order:

<b>Item</b>	<b>Description</b>	<b>Estimated Date of Availability</b>
A	Live Tutoring Queue for WorldWideWhiteboard – in order to report on wait times for local tutors and request a specific tutor	6/30/2015
B	Limit Student Access in WorldWideWhiteboard – to restrict a student’s usage by number of hours, number of sessions, and/or number of paper/essay submissions	9/30/2015
C	Screen Sharing for WorldWideWhiteboard – possibly including passing control	1/15/2016
D	Tutor Evaluation/Student Satisfaction Form – automated to open at the conclusion of every tutoring session (or by alternate design)	3/15/2015
E	Scheduling System for Appointment-Setting in NetTutor and WorldWideWhiteboard – in order for a student, or closed group of students, to schedule a tutoring session in advance	9/30/2015
F	Subject Area-Specific Tools – to support Economics, for example [equation editors, graphing tools, etc.]	3/15/2015
G	NetTutor and WorldWideWhiteboard on Mobile Devices – improve user experience, including possibly building an app	6/30/2015
H	Request/schedule a session with a specific tutor for NetTutor	9/30/2015
I	Leaderless Live Group Sessions in WorldWideWhiteboard – allowing students to hold leaderless group sessions, archive those sessions	6/30/2015

**2. Additional Products Under Consideration**

OEI has prioritized the list of additional products referenced in the RFP Response for future consideration as follows, in priority order:

**2.1. TUTOR/STUDENT REFERRAL SYSTEM.** The Supplier has developed a tutor/student referral system as part of NetTutor which has recently launched in Beta mode. The referral system is not part of the RFP. The Supplier anticipates that integration between the WorldWideWhiteboard and the referral system may help California Community Colleges apply for apportionment.

**2.2. ALERTS AND REPORTING.** The Supplier can develop direct access to usage statistics and/or incorporate models into its Information Visibility Services solution for on-the-fly dashboard alerts and reporting. This would be a separate project and cost.





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## Online Tutoring Services CB14-011

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### **Exhibit D: Request for Proposal 14-001**

To receive an electronic version of the Online Tutoring Services RFP, please contact:

Jorge J.C. Sales, Director of CollegeBuys  
[jsales@foundationccc.org](mailto:jsales@foundationccc.org)

and/or

CollegeBuys Program  
[collegebuys@foundationccc.org](mailto:collegebuys@foundationccc.org)



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## Online Tutoring Services CB14-011

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### **Exhibit E: Vendor Response to Request for Proposal 14-001**

To receive an electronic version of the Vendor response to the Online Tutoring Services RFP, please contact:

Jorge J.C. Sales, Director of CollegeBuys  
[jsales@foundationccc.org](mailto:jsales@foundationccc.org)

and/or

CollegeBuys Program  
[collegebuys@foundationccc.org](mailto:collegebuys@foundationccc.org)



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COMMUNITY COLLEGES

Online Tutoring Services CB14-011

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**Attachments**

Attachment 1: Supplier Commitment

Attachment 2: Sample Quarterly Report Form

Attachment 3: Description of Service Models

Attachment 4: Innovative Development Partner Definition

Attachment 5: NetTutor Hours for OEI (PST) with Spring  
2015 Courses

## ATTACHMENT 1

### SUPPLIER COMMITMENT

1. Commitment. The Foundation asks the Supplier to make four commitments to ensure the overall success of the program relating to this RFP.
  - a. Corporate Commitment - A commitment that the Foundation for California Community Colleges (Foundation) has the support of senior management, and that the Foundation contract is the Supplier's primary offering to California public agencies and school districts. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon any agency's request, such agency will be transitioned to the Supplier's Foundation contract.
  - b. Sales Commitment - A commitment that the Supplier will aggressively market the Foundation and that the field and internal sales force will be trained, engaged and committed to offering the Foundation to public and private agencies in California, with a further commitment that all the Foundation sales be accurately and timely reported.
  - c. Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all participating public and private agencies purchasing through the Foundation's contract.
  - d. Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:
    - Information for website
      - Standard logos;
      - Summary of products and pricing;
      - Information web-link to manufacturer's website;
      - Overall information about manufacturer;
      - Other promotional material as desired.
    - A toll-free telephone for inquiries and orders
    - Regional or toll-free fax number for inquiries and orders
    - An e-mail address specially for Foundation members for general inquiries
2. Program Promotion. The Foundation recognizes that each Supplier has a successful business and may choose to meet its commitments to the Foundation's Purchasing Program in a variety of ways that best suit the Supplier's business model, organization, and market approach. The following are Program Standards intended to assist the Supplier in successfully implementing the Foundation contract.
  - a. Account Management Team – The Supplier shall provide an account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person responsible for receiving communications

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*(continued on next page)*

## ATTACHMENT 1 (continued)

from the Foundation for California Community Colleges concerning new public agency registrations, and for ensuring timely follow-up by the Supplier's staff on requests for contact from public school districts. Additionally, the Foundation suggests the Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the collegebuys.org website.

- b. **Quarterly Review** – Upon request, the Foundation for California Community College will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.
  - c. **Foundation for California Community Colleges Purchasing Program Awareness** – The Foundation for California Community Colleges (Foundation) is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Public and Private School Districts. The Foundation for California Community Colleges marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing camera-ready logos and by participating in related trade shows and conferences. The Foundation employs a marketing team, a network of partner associations, direct mail, the Internet and newsletters, and other publications to increase awareness.
  - d. **Supplier Sales** – The Supplier is responsible for proactive direct sales of the Supplier's goods and services to public school districts across California and the timely follow up to leads established by the Foundation. Use of product catalogs, targeted advertising, direct mail, and other sales initiatives are encouraged. All sales materials are to use the Foundation logo. The Foundation for California Community Colleges will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate that:
    - The contract was competitively solicited by a Public Agency;
    - Best educational pricing focused on the Total Cost of Ownership (TCO);
    - There is no cost to participate;
    - The contracts are non-exclusive.
  - e. **Sales Force Training** – The Supplier is responsible for the training of its sales force on the Foundation contract. The Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:
    - Key features of the Foundation contract;
    - Understanding of the process of development of the Agreement;
    - Working knowledge of the Foundation Organization and Solicitation Process;
    - Awareness of the range of public and private agencies districts that can access the Foundation;
    - Value Added Benefits of using a contract for public agencies.
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## ATTACHMENT 2

### SAMPLE VENDOR QUARTERLY REPORTING FORM TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

**NOTE: Reports to be submitted electronically as a Microsoft Excel document**

Agency Association	Vendor Client Agency Account Number (Constant for each Account)	Agency Name	Contact Person Name	Contact Person Title
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CCC or CA K-12, etc.	123456	Contra Costa Community College District or Diablo Valley College	John Doe	Purchasing Director
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Contact Person Email	Contact Person Phone	Contact Person Fax	Contact Person Mailing Address 1	Contact Person Mailing Address 2	Contact Person City	Contact Person State	Contact Person Zip Code
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<u>XXXX@4cd.net</u>	555-555-5555	555-555-5555	CCCCD	500 John Doe Street	Martinez	CA	55555
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Year of Sale	Quarter of Sale	Vendor Invoice Date	Vendor Invoice Number	Invoice Amount *	Additional Discounting from Typical Contracts	Savings
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2014	3	4/20/2014	AB555-55	3,500.00	4,000.00	500.00
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\*Excluding taxes, additional services, and transportation

## ATTACHMENT 3

### DESCRIPTION OF SERVICE MODELS

1. **FULL SERVICE MODEL.** For colleges that want to purchase all tutoring services. Supplier will provide the online platform, administration, marketing support, technical support, tutor training, and hiring of tutors. Supplier will be expected to assist local colleges with integration of online tutoring into their student support services.
  2. **BLENDED MODEL.** For colleges that want to use local tutors for some portion of service delivery, which may include specific subjects and/or service hours, as determined by the local college. Supplier provides the WorldWideWhiteboard online platform, administration, marketing support, technical support, technology platform training for locally provided tutors, and provides NetTutor tutors as needed. Supplier will assist local colleges with integration of online tutoring into their student support services.
  3. **BUY-IN OPTION.** In order to meet the demand for online tutoring in the CCC system, a “Buy-In Option” shall be made available to all California Community Colleges interested in directly purchasing online tutoring services at preferred rates as a piggyback to this contract. Interested colleges should have access to the Buy-In Option beginning July 1, 2015 to purchase online tutoring services under the Full Service Model or Blended Model. Tutoring for colleges using the Buy-In Option may include any course offered through the individual college as supported by Supplier. Colleges procuring services through the Buy-In Option may negotiate additional services or parameters with Supplier and may engage in separate quality assurance and issue resolution activities outside the span of OEI-funded services. Supplier will invoice colleges directly for those services procured using the Buy-In Option and will hold harmless Foothill-De Anza Community College District (fiscal agent for the OEI) and the Foundation for California Community Colleges (“Foundation”) for any costs or liability incurred as a result of colleges exercising the Buy-In Option.
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## **ATTACHMENT 4**

### **INNOVATIVE DEVELOPMENT PARTNER STATUS**

Supplier agrees to designate OEI as an “Innovative Development Partner” at no additional cost. Such designation entitles OEI to the following benefits:

1. Inclusion in Board of Advisor activities
  2. Access to product development specifications prior to commencement of development
  3. Prioritization of requested feature/functionality development
  4. Access to Beta versions of future releases available prior to live launch
  5. Approved marketing and promotional activities.
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## ATTACHMENT 5

### NETTUTOR HOURS FOR OEI (PST) WITH SPRING 2015 COURSES

SPRING 2015	PST		TOTALS	Covers OEI Spring 2015 courses:	
<b><u>Math</u></b>	<b>24/7</b>		<b>168:00</b>	MATH 110	Introduction to Statistics
<b><u>Government</u></b>			<b>80:00</b>		
Sun	8:00 AM	10:00 PM	14:00	AJ 110	Introduction to Criminal Justice
Mon	6:00 AM	2:00 PM	8:00	POLS 110	Introduction to American Government and Politics
Mon	5:00 PM	9:00 PM	4:00		
Tues	6:00 AM	2:00 PM	8:00		
Tues	5:00 PM	9:00 PM	4:00		
Wed	6:00 AM	2:00 PM	8:00		
Wed	5:00 PM	9:00 PM	4:00		
Thur	6:00 AM	2:00 PM	8:00		
Thur	5:00 PM	9:00 PM	4:00		
Fri	6:00 AM	2:00 PM	8:00		
Sat	8:00 AM	6:00 PM	10:00		
<b><u>Anthropology</u></b>			<b>80:00</b>		
Sun	8:00 AM	10:00 PM	14:00	GEOG 120	Introduction to Human Geography
Mon	11:30 AM	10:00 PM	10:30		
Tues	11:30 AM	10:00 PM	10:30		
Wed	11:30 AM	10:00 PM	10:30		
Thur	11:30 AM	10:00 PM	10:30		
Fri	12:00 PM	10:00 PM	10:00		
Sat	8:00 AM	10:00 PM	14:00		
<b><u>Social Sciences (Philosophy, Psychology, Sociology)</u></b>			<b>80:00</b>		
Sun	8:00 AM	10:00 PM	14:00	CDEV 100	Child Growth and Development
Mon	10:30 AM	9:00 PM	10:30	PHIL 100	Introduction to Philosophy
Tues	10:30 AM	9:00 PM	10:30	PSY 110	Introductory Psychology
Wed	7:00 AM	9:00 PM	14:00	SOCI 110	Introduction to Sociology
Thur	10:00 AM	9:00 PM	11:00		
Fri	11:00 AM	8:00 PM	9:00		
Sat	11:00 AM	10:00 PM	11:00		

## ATTACHMENT 5 (continued)

SPRING 2015	PST			TOTALS	Covers OEI Spring 2015 courses:	
<b><u>English</u></b>				<b>130:30</b>		
Sun	5:30 AM	11:00 PM	17:30		ENGL 100	College Composition
Mon	3:00 AM	12:00 AM	21:00			
Tues	3:00 AM	12:00 AM	21:00			
Wed	3:00 AM	10:00 PM	19:00			
Thur	3:00 AM	12:00 AM	21:00			
Fri	3:00 AM	10:00 PM	19:00			
Sat	4:00 AM	4:00 PM	12:00			
 <b><u>Economics</u></b>				 <b>80:00</b>		
Sun	8:00 AM	10:00 PM	14:00		ECON 201	Principles of Microeconomics
Mon	6:00 AM	2:00 PM	8:00			
Mon	5:00 PM	9:00 PM	4:00			
Tues	6:00 AM	2:00 PM	8:00			
Tues	5:00 PM	9:00 PM	4:00			
Wed	6:00 AM	2:00 PM	8:00			
Wed	5:00 PM	9:00 PM	4:00			
Thur	6:00 AM	2:00 PM	8:00			
Fri	6:00 AM	2:00 PM	8:00			
Sat	8:00 AM	10:00 PM	14:00			
 <b><u>History</u></b>				 <b>80:00</b>		
Sun	9:00 AM	10:00 PM	13:00		HIST 130	United States History to 1877
Mon	9:00 AM	8:00 PM	11:00			
Tues	9:00 AM	8:00 PM	11:00			
Wed	9:00 AM	8:00 PM	11:00			
Thur	9:00 AM	8:00 PM	11:00			
Fri	8:00 AM	5:00 PM	9:00			
Sat	8:00 AM	10:00 PM	14:00			



FOUNDATION *for* CALIFORNIA  
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## CB14-011 Contract Amendments and Requests

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FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing  
the California Community Colleges*

1102 Q Street, Suite 3500  
Sacramento, California 95811-6549  
Toll-Free Telephone: 866.325.3222  
Facsimile: 916.325.0844

[www.foundationccc.org](http://www.foundationccc.org)

Vincent Forese  
Link-Systems International, Inc.  
4515 George Road  
Suite 340  
Tampa, FL 33634

September 30, 2015

Dear Mr. Forese,

**RE: Product Add-on Request for CollegeBuys, Contract #CB14-011**

This letter is to inform you that Link-Systems International, Inc. (“LSI”)’s Product Add-on Request for the add-on noted below has been approved, and may be procured by participating agencies at the pricing stated in Exhibit B: Licensing and Service Costs in **Contract #CB14-011** as indicated for the specific item below, per Item 13 of the General Provisions section of the agreement:

CB#14-011 Exhibit B: Licensing and Service Costs	
Product Add-on	Description
Refer-Tutor-Report (RTR)	Information-sharing platform for referring students to online tutoring, and reporting online tutoring usage

LSI confirms that the RTR add-on is optional, and that the pricing for the approved RTR add-on is not competitively bid. LSI understands the purchase of RTR by any Participating Agency is at the agency’s complete discretion, upon the agency’s verification of its procurement policies and threshold of any applicable federal, state, or local mandatory bid requirements. RTR shall become available as of the date indicated in this communication (Effective Date). The add-on information will be made available on the Foundation website.

In an effort to ensure that the RTR add-on is communicated effectively, the Foundation recommends that LSI:

- Communicate the RTR add-on approval to all entities currently utilizing the contract.
- Communicate the acceptance of the RTR add-on to **Contract #CB14-011** to all participating agencies within thirty (30) days of approval.

*(Continued on next page)*



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*Benefiting, Supporting, and Enhancing  
the California Community Colleges*

1102 Q Street, Suite 3500  
Sacramento, California 95811-6549  
Toll-Free Telephone: 866.325.3222  
Facsimile: 916.325.0844

[www.foundationccc.org](http://www.foundationccc.org)

If you have any questions or concerns please feel free to contact me directly. And thank you for your on-going support of our Community Colleges.

Sincerely,

**Jorge J.C. Sales**

Director of CollegeBuys

[jsales@foundationccc.org](mailto:jsales@foundationccc.org)

916-425-8575



FOUNDATION for CALIFORNIA  
COMMUNITY COLLEGES  
[www.foundationccc.org](http://www.foundationccc.org)

## AMENDED ADMINISTRATIVE SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

LINK-SYSTEMS INTERNATIONAL, INC.

CB 14-011

Amendment #1

Effective December 11, 2014, the Foundation for California Community Colleges ("Foundation"), a 501(c)(3) nonprofit organization, and Link-Systems International, Inc. ("Supplier"), an online tutoring services company, entered into an Administrative Services Agreement ("Agreement") for the purpose of providing Online Tutoring Services.

The parties wish to amend the term of the Agreement.

The parties hereby amend the Administrative Services Agreement ("Agreement") as follows:

1. **Amendment to Exhibit B, Section 3 (NetTutor Pricing for Buy-In Option).** The paragraph entitled "NETTUTOR CUSTOM PRICING, OPTION 3 (\$25/HOUR)" is hereby amended by deleting it in its entirety and replacing it as follows:

*NETTUTOR CUSTOM PRICING, OPTION 3 (\$25/HOUR). This is an extension of the standard pricing, for new or renewing customers. All sessions are charged for actual time used. This plan requires a systemwide (cumulative) minimum block of 5000 hours purchased upfront or upon renewal. Renewal shall occur at the stated option rate of \$25.00 per hour (with no volume-based discounting) until June 30, 2016, coterminous with the Initial Term indicated in Section I, Item 2.0 of RFP 14-001. For each subsequent annual term, volume discounting shall be applied based on cumulative systemwide purchases from the preceding term to determine the rate, as indicated in the table below. At renewal, unused hours may roll over into the next term without penalty.*

<b>Additional volume discounting for option 3 *Based on cumulative systemwide purchases in prior term</b>	<b>Rate per hour</b>
Minimum block of 10,000 hours	\$24
Minimum block of 20,000 hours	\$23.50

2. **Amendment to Attachment 3, Section 3 (Buy-In Option).** Section 3 of Attachment 3 is hereby amended by deleting it in its entirety and replacing it as follows:

*BUY-IN OPTION. In order to meet the demand for online tutoring in the CCC system, a "Buy-In Option" shall be made available to all California Community Colleges interested in directly purchasing online tutoring services at preferred rates as a piggyback to this contract. Interested colleges should have access to the Buy-In Option beginning March 9, 2015 to purchase online tutoring services under the Full Service Model or Blended Model. Tutoring for colleges using the Buy-In Option may include any course offered through the individual college as supported by Supplier. Colleges procuring services through the Buy-In Option may negotiate additional services or parameters with Supplier and may engage in separate quality assurance and issue resolution activities outside the span of OEI-funded services. Supplier will invoice colleges directly for those services procured using the Buy-In Option and will hold harmless Foothill-De Anza Community College District (fiscal agent for the OEI) and the Foundation for California Community Colleges ("Foundation") for any costs or liability incurred as a result of colleges exercising the Buy-In Option.*

All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

**SUPPLIER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By: Joseph Quintana  
Joseph Quintana (Mar 12, 2015)

Print Name: \_\_\_\_\_

Title: Vice President, Program Development

Date: Mar 12, 2015

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By: Mark A. Carlock, PhD  
Mark A. Carlock, PhD (Mar 12, 2015)

Print Name: \_\_\_\_\_

Title: Vice President, Environmental Programs

Date: Mar 12, 2015



FOUNDATION for CALIFORNIA  
COMMUNITY COLLEGES  
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## AMENDED ADMINISTRATIVE SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

LINK-SYSTEMS INTERNATIONAL, INC.

CB 14-011

Amendment #2

Effective December 11, 2014, the Foundation for California Community Colleges ("Foundation"), a 501(c)(3) nonprofit organization, and Link-Systems International, Inc. ("Supplier"), an online tutoring services company, entered into an Administrative Services Agreement ("Agreement") for the purpose of providing Online Tutoring Services.

The parties wish to amend the term of the Agreement.

The parties hereby amend the Administrative Services Agreement ("Agreement") as follows:

1. **Amendment to Section 20 (General Indemnity).** Section 20 of the Agreement is hereby amended by adding after Section 20 the following new Section 20 a.

*20 a. The supplier hereby warrants that the products or services to be provided under this agreement comply in all material respects with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Supplier agrees to respond reasonably promptly to and use its commercially reasonable efforts to resolve any viable complaints regarding accessibility of its products or services that are brought to its attention in writing. Supplier further agrees to indemnify and hold harmless the district from and against any claim arising out of its failure to comply in all material respects with these requirements; provided however that (i) the supplier shall not be obligated to indemnify to the extent that such noncompliance is the result of or caused by the district's negligence or breach of such requirements and (ii) in the absence of gross negligence or willful misconduct, the aggregate liability of supplier under this indemnity obligation shall not exceed an amount equal to the aggregate administrative fees paid by the district to the supplier over the most recent 12 month period. Failure to comply in all material respects with these requirements shall constitute a breach of this agreement and be grounds for termination of this agreement, but only after the district provides the supplier with reasonable written notice and opportunity to cure.*





All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

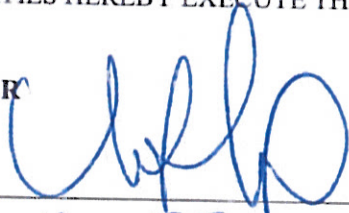
SUPPLIER

By:

Print Name:

Title:

Date:



VINCENT FORRESE

President

Feb 11, 2016

FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES

By:

Print Name:

Title:

Date:

Jorge J.C. Sales  
Jorge J.C. Sales (Feb 11, 2016)

Jorge J.C. Sales

Director of Collaborative Services

Feb 11, 2016

FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES

By:

Print Name:

Title:

Date:



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

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May 17, 2016

Link-Systems International, Inc.  
4515 George Road, Suite 340  
Tampa, Florida 33634  
Attn: Vincent Forese, President

**Re: Administrative Services Agreement #CB-166-14  
Notification of Extension**

Dear Mr. Forese,

Pursuant to Section 6 (Term of Agreement) of the above-referenced Administrative Services Agreement (Agreement) between the Foundation for California Community Colleges (Foundation) and Link-Systems International, Inc., Foundation is exercising its option to extend the Agreement for an additional year, from June 11, 2016 to June 11, 2017. All other terms and conditions of the Agreement shall remain in full force and effect.

If you have any questions or need additional information, please contact Jorge J.C. Sales at (916) 491-4467.

Sincerely,

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

Handwritten signature of John O'Sullivan in black ink.

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John O'Sullivan  
VP of Finance & CFO

Handwritten signature of Melissa Conner in blue ink.

Melissa Conner (May 18, 2016)

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Melissa Conner  
Chief Advancement Officer



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

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May 1, 2017

Link-Systems International  
4515 George Road, Suite 340  
Tampa, Florida 33634  
Attn: Vincent Forese, President

**Re: Administrative Services Agreement #CB-116-14  
Notification of Extension**

Dear Mr. Forese,


Pursuant to Section 7 (Term of Agreement) of the above-referenced Administrative Services Agreement (Agreement) between the Foundation for California Community Colleges (Foundation) and Link-Systems International, Inc., Foundation is exercising its option to extend the Agreement for an additional year, from June 11, 2017 to June 11, 2018. All other terms and conditions of the Agreement shall remain in full force and effect.

If you have any questions or need additional information, please contact Jorge J.C. Sales at (916) 491-4467.

Sincerely,

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

  
Julian Roberts (May 1, 2017)  
Julian Roberts  
Chief Financial Advisor

  
Melissa Conner (May 1, 2017)  
Melissa Conner  
Chief Advancement Officer