Change Order Request

PO # 0001084457 Request Date: 04/06/17 College/Dept: FLC/BSO

Vendor Name TUTOR.COM

⊠ Close PO, Release remaining Encumbrance \$323.52

LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001084457

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

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
11/24/2015		1
Payment Term	s Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
1007427 SANT	ORO L ROUILLER S	04ADMN TUTORING

Supplier: 0000035760 TUTOR.COM

555 WEST 18TH ST NEW YORK NY 10011

Phone: Fax:

(800) 411-1970 (646) 532-4424

email: KEVIN.DONALDS@TUTOR.COM

Ship To:

FOLSOM-LAKE-COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630

United States

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

United States

Tay Evennt2 N

Tax Exempt: 14					
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	ONE YEAR LICENSE FOR - ONLINE, WEB-BASED TUTORING SERVICES	1.00 EA	10,000.00	10,000.00	11/24/2015

LIVE, ONE-TO-ONE CUSTOMIZED TUTORING SERVICES:

-TUTOR.COM FOR HIGHER EDUCATION (ENGLISH) 24 HRS A DAY

-TUTOR.COM FOR HIGHER EDUCATION (SPANISH) HOURS: 2PM - 2AM ET -WRITE TUTOR WRITING CENTER @\$30 PER HOUR

PER MASTER SERVICE AGREEMENT DATED 07-15-15

VALID FROM NOVEMBER 15, 2015 THROUGH NOVEMBER 14, 2016

ONE YEAR LICENSE-RENEWAL FOR BASIC SKILLS PROGRAM

Sub Total Amount Sales Tax Amount Total PO Amount

10,000.00 0.00 10,000.00

BU GENED Acct Fd 5603 12

Ora

FL.VI.BSKL

Prog Sub 64900 00000

Amount 10.000.00 **BYear** 2016

0001007427KIRKLINK23-NOV-2015

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment. Authorized Signature

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER TERMS AND CONDITIONS

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- 7. TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
- ROB 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 <u>may</u> 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 <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition

Supplier	TUTOR.COM 555 WEST 18TH ST NEW YORK NY 10011 United States	Business Unit: GENFI Req ID: Date 0001007427 10/22/: Requisition Name:	Page
Ship To:	RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798	TUTOR.COM Requester Linda Santoro Requester Signature	Bldg# TUTORING
		Buyer: Suzanne Rouille: Approved:	r
Line-Schd	Description	Quantity UOM Price	Extended Amt Due Date
1-1	ONE YEAR LICENSE FOR - ONLINE, WEB-BASED TUTORING SERVICES FROM 11/15/15 THROUGH 11/14/16	1 EA 10,000.00	10,000.0011/24/201
		Total Requisition Amount:	10,000.00
-TUTOR.COM	O-ONE CUSTOMIZED TUTORING SERVICES: M FOR HIGHER EDUCATION (ENGLISH) 24 HRS A DAY M FOR HIGHER EDUCATION (SPANISH) HOURS: 2PM - 2A OR WRITING CENTER @\$30 PER HOUR	M ET	
ACCOUNT TO	O BE BILLED IN ARREARS BY TUTOR.COM FOR ACTUAL	HOURS USED	
FOR BASIC S	ICENSE-RENEWAL SKILLS PROGRAM SHIPPING AL, AMOUNT ONLY		
<u>BU</u> <u>Ac</u> GENFD 56	cct Fd Org Prog Sub Proj 103 12 FL.VI.BSKL 64900 00000 576H	<u>Amount</u> 10,000.00	
	Purchases Charged to Catagorical Programs, G		
This purc	hase is in compliance with the requirement of		
For grant	s/special projects Basic	Skills	
-	the lendon		
Name:	THUMENY		

Approval Signature

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC CRC DO FLC FM	SCC OTHER
Agreement/Contract With: Tutor, Com	
State the business terms of agreement: One years 11/15/15 - 11/14/16 onlend The following documents: Tut Squeement Consists of the following documents: Tut Squeement Renewal Funding Source: Basic Skills 576 H Am	one-on-one for. com Master Service ounts 10,000 00
I have read and agree with the terms of this agreement: By: Gary Nartley Area Manager/Supervisor (Print Name)	Date:
College VPA, DO, FM, Director I approve as to Substance By: KATHLEEN KIRKLIN (Print Name)	Date:
General Services	
By:	Date:
General Counsel (When necessary)	
☐ Changes necessary as specified on the document or on the ☐ Approved as to form.	he attached memorandum.
By:	Date:
Los Rios Community College District	D. /
☐ By: Deputy Chancellor ☐ Vice Chancellor, Ed & Tech.	Date:
- waken and an	

EXHIBIT A

SERVICE ORDER OF MASTER SERVICE AGREEMENT

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated July 15, 2015 between Tutor.com, Inc. ("Tutor.com") and Folsom Lake College. (the "Institution").

Institution Primary Contact Information	Tutor.com Primary Contact Information
Name: Samuel Raskin	Name: Alicia Conley
Institution: Folsom Lake College	Address: 555 West 18th Street
Address: 10 College Parkway	Address:
City, St, Zip: Folsom, CA 95630	City, St, Zip: New York, NY 10011
Telephone:	Telephone: 718-877-5390
Fax:	Fax: 646-532-4424
Email: raskins@flc.losrios.edu	Email: alicia.conley @tutor.com

Institution Billing Contact Information	Tutor.com Billing Contact Information			
Name:	Name: Customer Invoicing			
Institution:	Address: 555 West 18th Street			
Address:	Address:			
City, St, Zip:	City, St, Zip: New York, NY 10011			
Telephone:	Telephone: 646-619-8224			
Fax:	Fax: 646-532-4424			
Email:	Email: customerinvoicing@tutor.com			

Ordered Services and Fees. Tutor.com agrees to provide the Institution with the following Services and the Institution agrees to pay Tutor.com the fees set forth below.

Description of Services	Start Date	End Date	Price
Live, One-To-One Customized Tutoring Services: • Tutor.com for Higher Education (English) Incl.: WriteTutor™ Writing Center Math, Science, English and Business subjects Available 24 hours, 7 days/week • Tutor.com for Higher Education (Spanish) Incl.: Matemáticas, Ciencias, Historia Spanish Hours: 2:00pm − 1:00am ET Hours: Up to 150 Hours @\$32/hr.	11/15/2015	11/14/2016	\$10,000.00
Predictive Insights TM			
Implementation Fee			12-
Total			\$10,000.00

Note: Any unused hours purchased from 2014-2015 contract period will be rolled over into the 2015-2016 renewal term unpon execution of this contract. Customer will be billed monthly in arrears for actual hours used. Customer is part of the Los Rios District and will be subject to tiered pricing schedule for all four institutions that consume tutoring hours as follows:

First 300 hours used within the District: \$35 per hour

301-500 hours: \$32 per hour 501-1,000 hours -\$30 per hour

1,001 and over hours: \$28 per hour

Tutor.com Master Service Agreement Renewal

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of November 15, 2014 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 555 West 18th Street, New York, NY 10011, and Folsom Lake College (the Institution") with its principal offices at 10 College Parkway, Folsom, CA 95630 (collectively, the "Parties").

Original Master Service Agreement. The Parties entered into a certain Master Service Agreement as of September 5, 2014 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the Institution of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

Renewal Term. The Parties hereby agree to extend the Term of the Original Agreement for a period of I year (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the Institution and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

Counterparts. This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the Institution:	On behalf of Tutor.com:	
Signature	Signature	41
Name	Kathryn E Walker Name	
Title	CFO Title	
Date	Date	

LOS RIOS COMMUNITY COLLEGE DISTRICT PARTIAL RECEIPT OF GOODS/SERVICES REPORT

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Distribution: WHITE: Accounting BS Form #107/Revised 10/31/11

GREEN: Purchasing

CANARY: College Bus. Office

PINK: Dept. Area

GOLDENROD: Receiving Office



Invoice	INV-00005873	
Date	11/30/2015	
Due Date	12/30/2015	
Page	1	

В			

Folsom Lake College 100 College Parkway Folsom CA 95630

Send Payments To:

Tutor.com 62996 Collection Center Drive Chicago IL 60693-0629

Tax ID: 04-3441166

Purchase Order No.	Customer ID	Payment Terms	Master No.			
	0000100013	NET 30	5,902			
Quantity Item N	umber	Des	cription	Tax	Unit Price	Ext. Price
Quantity Item N	0000100013	NET 30 Des Tutor.com Col		Tax 0.00	Unit Price 1,755.07	Ext. Price 1,755.07

Subtotal	1,755.07
Misc	0.00
Tax	0.00
Freight	0.00
Trade Discount	0.00
Invoice Total	1.755.07

LOS RIOS COMMUNITY COLLEGE DISTRICT PARTIAL RECEIPT OF GOODS/SERVICES REPORT

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Distribution: WHITE: Accounting BS Form #107/Revised 10/31/11

GREEN Purchasing

CANARY: College Bus. Office

PINK: Dept. Area GOLDENROD: Receiving Office



Invoice	INV-000005954	
Date	12/31/2015	
Due Date	1/30/2016	
Page	1	

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Folsom Lake	College
100 College	Parkway
Folsom CA	95630

Send Payments To:

Tutor.com 62996 Collection Center Drive Chicago IL 60693-0629

Tax ID: 04-3441166

Purchase (Order No.	Customer ID	Payment Terms	Master No.				
		0000100013	NET 30	5,983				
Quantity	Item Nur		D	escription	Tax		Unit Price	Ext. Price
Quantity 1	COLLEGE		Tutor.com (College Center Program 2015 30.63 Hours	Tax	0.00	1,078.18	1,078.18
					0.44.4.1			

Subtotal	1,078.18
Misc	0.00
Tax	0.00
Freight	0.00
Trade Discount	0.00
Invoice Total	1,078.18



Invoice	INV-00006037	
Date	1/31/2016	
Due Date	3/1/2016	
Page	1	

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Folsom Lake	College
100 College	Parkway
Folsom CA	95630

Send Payments To:

Tutor.com 62996 Collection Center Drive Chicago IL 60693-0629

Tax ID: 04-3441166

Misc

Tax

Freight

Trade Discount

Invoice Total

0.00

0.00

0.00

0.00 306.24

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1 COLLEGE CENTER Tutor.com College Center Program 0.0	306.24 306

LOS RIOS COMMUNITY COLLEGE DISTRICT PARTIAL RECEIPT OF GOODS/SERVICES REPORT

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	7	17	27	37	47	57	67	77	87	97	
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Distribution: WHITE: Accounting BS Form #107/Revised 10/31/11

GREEN: Purchasing

CANARY: College Bus. Office

PINK: Dept. Area

GOLDENROD: Receiving Office



Invoice	INV-00006964		
Date	11/30/2016		
Due Date	12/30/2016		
Page	1		

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Folsom Lake	College
100 College	Parkway
Folsom CA	95630

Send Payments To:

Tutor.com 62996 Collection Center Drive Chicago IL 60693-0629

Tax ID: 04-3441166

Misc

Tax

Freight

Trade Discount

Invoice Total

0.00

0.00

0.00

0.00 560.03

Purchase C	Order No.	Customer ID	Pay	ment Terms	Master No.				
		0000100013	NET	30	6,993				
Quantity	Item Nu	mber	1000	Descr	iption	Та	x	Unit Price	Ext. Price
1	COLLEGE	CENTER		Tutor.com Colle November 2016	ge Center Program		0.00	560.03	560.03
				-					
						Subtotal			560.03