

## NAPA COUNTY AGREEMENT NO. 230066B

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 26<sup>th</sup> day of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Tutor.Com, Inc (Tutor.com), a Delaware corporation, whose business address is 110 E 42nd St, Floor 7, New York NY 10017 hereinafter referred to as “CONTRACTOR”;

#### RECITALS

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide live homework help for students in grades Kindergarten thru 12th, college students and adults in continuing education programs; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

#### TERMS

**NOW, THEREFORE**, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

- 1. Term of the Agreement.** The term of this Agreement shall commence on July, 1, 2022 and shall expire on June 30, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.
- 2. Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached hereto, in addition to the CONTRACTOR’s proposal, incorporated by this reference herein.

**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **twenty thousand dollars** (\$20,000) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

**4. Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Director of Library Services and Community Outreach, who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Director of Library Services and Community Outreach upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

**5. Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of

CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. [RESERVED]

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no

vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Director of Library Services and Community Outreach prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk

Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

**8. Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

**9. Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party at least thirty days prior to the effective termination and as long as the notice of termination specifies the effective termination date and the date of the notice and the effective date of termination are in the same fiscal year; For COUNTY to effect such a termination, there must be an opportunity for consultation provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY (“County data”), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR’s systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the

termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY  
Napa County Library  
Attn: Director of Library Services  
580 Coombs St  
Napa, CA 94559

CONTRACTOR  
Tutor.Com  
PO Box 70403  
Philadelphia, PA 19176-0403

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

**15. Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Library Services and Community Outreach. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or

its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

**16. No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director of Library Services and Community Outreach

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

**17. Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any

extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

**18. Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

**19. Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages.

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing Wages Rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll Records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such

withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Special Terms and Conditions. [RESERVED]**

**[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

TUTOR.COM

By Joshua Park  
Joshua Park, CEO  
Tutor.com

By Juwon Lee  
Juwon Lee, CFO

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
RYAN GREGORY, Chair  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By <i>Susan B. Altman</i>, Deputy County Counsel</p> <p>Date: July 5, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____ _____</p>
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**EXHIBIT "A"**  
**SCOPE OF WORK**



## Live Online Tutoring

Tutor.com's Response to Napa County Library

Request for Proposal for Live Online Tutoring

RFP Number: NCL032201

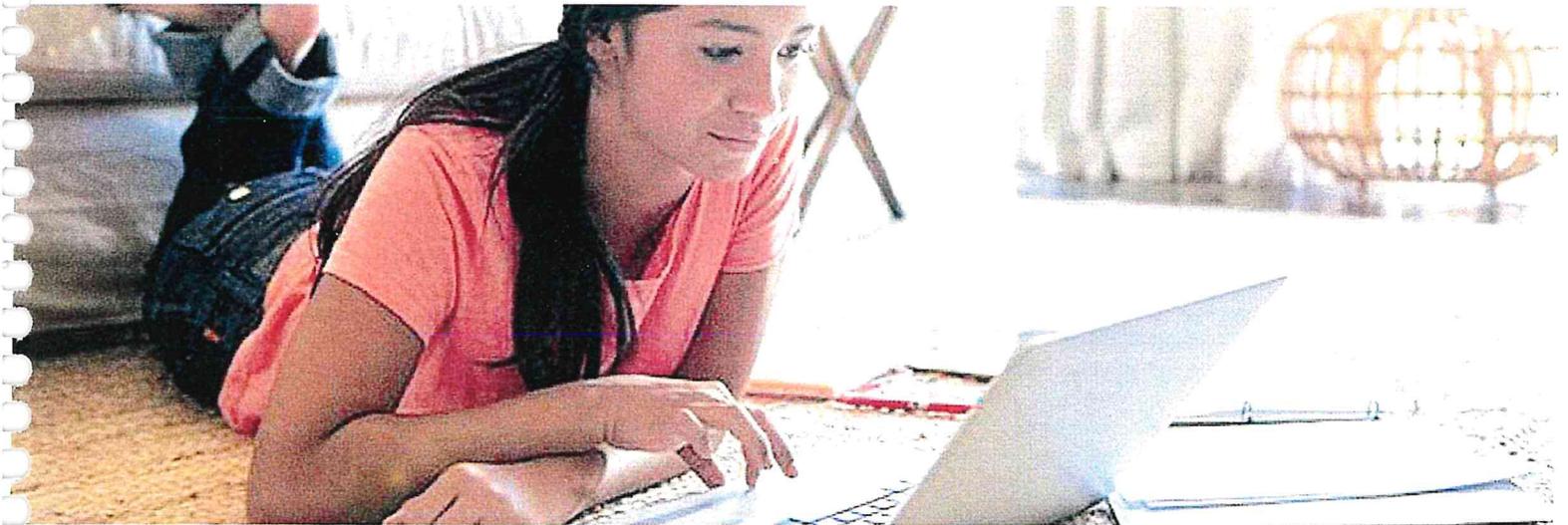
Due date: May 2, 2022

Authorized Representative Signature:

David Wills

Tutor.com, Sr. Director, Library Partnerships

Date:



Prepared by:

David Wills

Senior Director, Library Partnerships

110 East 42<sup>nd</sup> St., Suite 700

New York, NY 10017

Phone: (917) 455-4617

Email: [David.Wills@tutor.com](mailto:David.Wills@tutor.com)

**COPY**

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## Company Information

Tutor.com, a service of TPR Education, LLC d/b/a The Princeton Review (a C corporation), has been providing services since 1998.

**Physical Mailing Address:**

110 East 42<sup>nd</sup> Street – 7<sup>th</sup> Floor  
New York, NY 10017

**Remit-to billing address:**

TPR Education LLC/The Princeton Review  
PO Box 70403  
Philadelphia PA 19176-0403

**Phone and website:**

(530) 913-7650  
[www.tutor.com](http://www.tutor.com)

**Organization and Federal I.D. number:**

C corporation  
45 – 4924149

**Principal Officers:**

Joshua Park, CEO  
Hong Lee, General Counsel

**Authorized Contact:**

David Wills, Senior Director of Library Partnerships  
110 East 42<sup>nd</sup> St., Suite 700, New York, NY 10017  
(917) 455-4617  
[David.Wills@tutor.com](mailto:David.Wills@tutor.com)

## Product Description, Company History, Experience, and Qualifications

For nearly fifteen years, it has been our privilege to partner with Napa County Library (NCL). During this time, Tutor.com has established our ability to provide homework help to library patrons in kindergarten through grade 12, higher education students, as well as adults seeking job counseling or continuing education programs. We've provided more than 12,518 online tutoring sessions and 4,500 hours of learning, with an average patron rating of 99% for the question "Are you glad your organization offers this service."

We would welcome the opportunity to leverage this experience and extend our valued partnership. Our objective is to continue to provide you with the highest quality of live online tutoring available and enable the continued success of Napa County Library patrons.

### OUR COMPANY AND SERVICES

Tutor.com was founded on the belief that relevant, timely, and effective academic, test prep, and career support should be easily accessible and available to all library patrons regardless of their socioeconomic status, geographic location, or cultural demographics. The **Tutor.com Learning Suite** has been developed to help everyone achieve their dreams of high school graduation, attain higher education if desired, enter the workforce, and navigate the choppy waters of a career change.

Tutor.com is a trusted, reliable, and financially stable provider with the capabilities, technology, and staff to provide all the "Live Online Tutoring" services NCL is seeking. These include providing homework help to library patrons in grades K-12, college, and adults in continuing education programs, as well as many complementary offerings, which are further described below.

We've been providing these services for more than two decades and have delivered more online tutoring sessions – over **22 million** – than any other provider to date. We're also the longest continuous provider of online tutoring to public libraries. We currently serve more than **2,300 libraries** and systems nationwide, including several statewide systems (Alabama, Alaska, Louisiana, Rhode Island, and South Carolina). We also serve K-12 schools, colleges and universities, companies, and the U.S. military.

In addition, Tutor.com is a member of the ALA, PLA, and YALSA; and winner of the **Modern Library Awards (MLA) 2021 and 2022 Platinum Award**. To learn more about its industry awards, visit [www.tutor.com/press-center](http://www.tutor.com/press-center).

### FEATURES AND BENEFITS

**On-demand live support:** Tutor.com provides instantly accessible live 1:1 tutoring for library patrons in over 100+ subjects (within one minute, on average), even at peak times of 7,000+ sessions per day. Once connected with a tutor, a patron receives his/her/their undivided attention.

**Rigorously vetted tutors:** Our rigorous vetting process ensures that our 3,800+ tutors are the best available. Although we receive more than 100,000 tutor applications per year, fewer than

1.5 percent of applicants are selected. This means that your patrons will be working with the best tutors available. They not only know their subjects exceptionally well but also how to engage learners at all levels. Methodologies include tailoring instruction to each patron's learning style, making concepts easy to understand, and offering friendly encouragement throughout each session. In addition to pedagogy, our tutor criteria includes subject expertise, background check, education, communication abilities.

**High-touch support:** Our dedicated client care team, led by an Account Manager and Customer Success Manager, will provide proactive support. This team will guide NCL through implementation and systems integration, conduct initial and ongoing training, and offer professional development webinars. Library teams will also receive an extensive array of marketing and outreach materials, which are available in English and Spanish and can be customized with the library's name, program hours and website address. Visit [www.tutor.com/clientcarelib](http://www.tutor.com/clientcarelib) to review these resources.

**Robust data and reporting:** This includes monthly reporting that provides raw usage data and patron survey results, which can effectively target program marketing and measure progress toward goals. It also includes:

- On-demand reports that provide more granular data on your overall program, patron usage, session topics and subtopics, etc.
- The ability to add custom survey questions to collect additional information
- Ad hoc reporting on sessions by day and hour, upon request
- Ad hoc reporting of sessions by grade level and subject (matrix), upon request
- Quarterly and annual narrative reports

**State-of-the-art tools and technologies:** Tutoring sessions, asynchronous support, and supplemental resources are accessed through our [Tutor.com Learning Suite](#). Live instruction occurs in our safe and secure virtual classroom, which received the **2021 CODiE™ award** (June 2021) from the Software & Information Industry Association for Best Education Platform. Your patrons can easily access our services via any internet-connected device, including our mobile app. We also offer a range of accessibility options and an accessibility classroom that's ADA and Section 508 compliant.



**SAT/ACT Essentials:** Only Tutor.com can provide library patrons with access to [The Princeton Review SAT/ACT Essentials](#). This is a proven self-paced study course that helps students meet their target test scores. It includes:

- **Twenty** full-length practice exams for SAT and ACT, including a timer tool and an instant score calculation function
- Online versions, printable booklets and bubble sheets, and online proctoring
- Video lessons and practice drills for every concept tested
- A homepage with links to resources such as post-test advice, expert videos/webinars, and a college planner tool.
- Articles on topics such as test anxiety, "good" SAT and ACT scores, the Common App, financial aid, and application essays

**Additional instructional resources:** To supplement to our personalized instruction, we also provide your patrons with our Skills Center Resource Library – a content-rich database containing 41 years of developed content by **The Princeton Review** as well as thousands of carefully vetted online resources that student and tutors can use to complement a lesson. These include informational developed content such as instructional videos, previously recorded Tutor.com sessions, learning games, customizable flash cards, expert advice, and job search resources.

The resource library also lets your patrons practice and prepare for grad practice tests (from our sister company The Princeton Review), including the GMAT, LSAT, and MCAT. We also offer test prep materials for adults taking the GRE, HiSET, or TASC exams as well as practice quizzes for the ASVAB (Armed Services Vocational Aptitude Battery) and the U.S. Citizenship Test.

In addition to the above, we provide the following:

- Tutor.com™ Career Center – Through this, we offer your patrons the following services: national and local job search, assistance with completing online job applications, help with writing resumes and cover letters, drop-off resume and cover letter review, and live interview practice and preparation.
- Study skills coaching for students – Part of our Student Success series, study skills coaching for students helps them learn to take better notes, get more organized, set achievable goals, study smarter, and research more effectively.
- Parent Coaching – For this, our tutors coach parents on how to help their child succeed, providing useful resources, suggestions, and techniques in areas such as scheduling and organization, establishing goals, setting expectations, and studying.

**Support resources:** These resources, available in English and Spanish, can help you support families, teachers, and library staff using our services. They include:

- “Using & Sharing Your Tutor.com Service” – This is a quick and comprehensive no-cost webinar that explains the various features of our service and how library patrons can access it.
- Training for library staff – Libraries can download training presentations and recordings that explain how to use and share Tutor.com with their patrons.
- Outreach guides – Tutor.com offers best practices guides for libraries and staff on how to get started on their outreach efforts.
- Demonstration resources – Students, parents and teachers are more likely to try Tutor.com if they’ve seen how it works. To facilitate this, libraries can offer an introductory Tutor.com video, demonstration guide, presentations, and a link to our practice online classroom.
- Visuals for posting – Tutor.com offers extensive marketing resources, including customizable posters, flyers, bookmarks, program cards, how-to guides, and more. Libraries can share these digitally and post around their libraries and local communities. (More details on these resources can be found on page 31.)
- Tutor.com videos and graphics – These provide yet another way for libraries to let patrons know about their Tutor.com program, though their websites and social media.

### Screenshots of the Tutor.com SkillsCenter

Websites	Tutor.com Sessions	Flashcards	Videos	Sample Tests & Worksheets	Learning Games
Arcades, Games, Books & Cr by FunBrain.com	 solve $4x^2 + 20x - 11 = 0$ by Tutor.com	Sci Chp3 by StudyStack	AP Bio Wrap-up by GetAFive	Essay Sample Questions for updated SAT... by College Board	 Elementary Math Games by Johnnie's Math Page
Adding Fractions When the D by CoolMath4Kids	 Write an algebraic expr by Tutor.com	32 Elements by StudyStack	Ecosystem Changes by GetAFive	Writing & Language Sample Questions for... by College Board	 Interactive educational ... by A+ Math
See all 31 Websites	See all 43 Tutor.com Sessions	See all 12 Flashcards	See all 340 Videos	See all 9 Sample Tests & Worksheets	See all 2 Learning Games

## I. Content and System Functionality

- **Live homework help for student in grades K-12, college students, and adults in continuing education programs.**

**Tutor.com meets this requirement.** We provide immediately accessible live tutoring on-demand for NCL patrons in more than 100 subjects. These not only support the education standards and California school curriculum for various K-12 levels, but also support for college-level and adult learning

To support specific standards and curriculum and help the student master concepts they need help with tutors begin sessions by carefully evaluating a student's needs. To further ensure alignment with the curriculum, they often use examples from students' class notes, assignments, and/or textbooks. Assignments can also be directly uploaded into our virtual classroom.

Please see the Attachment A, **Tutor.com Library Subject List**, for details on the subjects offered, as well as additional instructional resources.

- **User-friendly and intuitive program interface.**

**Tutor.com meets this requirement.** All tutoring sessions take place in our online classroom, a collaborative Web-based space that's also accessible via mobile device. This is a safe, secure, and anonymous learning environment where learners of all ages can ask questions without fear of judgment. It's easy to use, even for those with limited computer skills, while being sophisticated enough to support advanced users needing more functionality. This intuitive learning space recently received the **2021 CODiE™ Award** from the Software & Information Industry Association (SIIA) for Best Education Platform. Your students can access our services via any internet-connected device. We also offer a range of accessibility options and an accessibility classroom that's ADA and Section 508 compliant. Discover more about our learning suite and program interface in Attachment B – Tutor.com Learning Suite for Libraries.

Described in broad strokes, the learning suite includes the following:

- Instant chat
- Optional voice chat (via VOIP, the device's microphone/speakers, or by calling into a conference line)
- Two-way shared interactive whiteboards with file and application sharing

- Shared Web browsing
  - Specialized tools for advanced applications
  - Two-way graphing calculator for STEM subjects
  - Two-way code editor for computer science courses
  - Accessibility mode and compatibility with assistive technology
  - Two-way text editor for active brainstorming in composition sessions
- **Chat and/or email-based customer service and technical support available in a timely fashion during tutoring hours of operation.**

**Tutor.com meets this requirement.** Technical support for our library partners as well as their patrons is available from experienced, knowledgeable Tutor.com staff. Tutor.com provides direct support to our users, your patrons. We will also work with library staff to assist them in addressing support requests should library patrons contact the library for assistance.

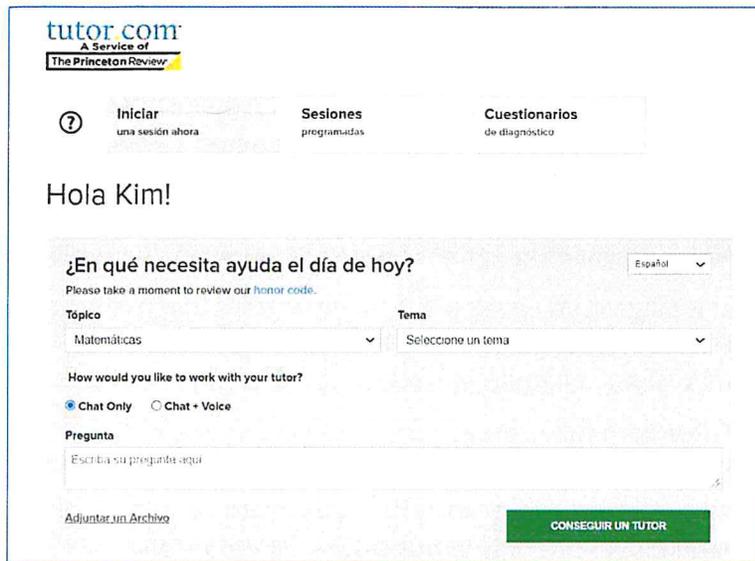
Library staff can reach out to your Customer Success team at Tutor.com for any technical questions. Additionally, the library staff and library patrons receive support through:

- Toll-free telephone support from Tutor.com certified technical support team seven days per week.
  - Email support by one of Tutor.com's certified technical support staff or client care staff 24 hours a day, 7 days a week, 361 days a year.
  - Technical support ticketing system ensures that all questions are answered quickly and efficiently.
  - Real-time classroom support from our tutors if issues arise within the classroom 24 hours a day, 7 days a week, 361 days a year.
  - Detailed answers to Frequently Asked Questions available on each page of your Tutor.com program, including answers to common technical problems.
- **Option for students to choose a Spanish-language interface and/or tutor.**

**Tutor.com meets this requirement.** Tutor.com delivers live, one-to-one tutoring in Spanish in our online classroom. Patrons can easily communicate with a tutor in Spanish through the chat window in our online classroom or through a voice connection.

Tutor.com makes it easy for Spanish-speaking patrons to connect to a tutor by converting the on-demand tutoring screen text from English into Spanish, as shown below, when selecting support in Spanish.

*Screenshot of on-demand tutoring screen converted to Spanish*



Using our classroom voice tool and proven strategies, our tutors can provide instruction in vocabulary, English language use, and writing, reading, and speaking skills. Instruction can also be provided at different levels, from basic language acquisition to the preparation of essays and presentations. Also, service, training, and marketing materials are available in English/Spanish.

In addition to extensive Spanish language support, Tutor.com also offers support in German, Italian, French, Vietnamese, and Mandarin.

- **Daily access for a minimum of 6 hours, with the exception of major holidays.**

**Tutor.com meets this requirement.** We offer flexible support hours to all of our library partners. For NCL, Tutor.com has been reliably providing access to patrons from **3:00 PM to 10:00 PM**, seven days per week, 361 days per year.

- **Average wait time of 2 minutes or less.**

The wait time for a patron to connect with a tutor averages one minute, even at peak times when Tutor.com is delivering 7,000+ sessions per day. Tutor.com ensures rapid availability of live support by analyzing previous data, tracking system usage in real time, and staffing accordingly. Once connected with a tutor, your patron will receive personalized attention and expert support.

- Library has the ability to temporary suspend services at its discretion for cost saving purposes. [Previously, the LIBRARY has suspended services over the summer holiday to allow for more sessions to be used during the academic year.]

**Tutor.com meets this requirement.** For nearly 15 years we've offered NCL flexible control over the program and we can temporarily suspend services at NCL's discretion for cost-saving purposes.

## II. Tutoring Staff Requirements

- Tutors have undergone a criminal background check prior to any interaction with students. The company will disclose the methods of background check to the LIBRARY for RFP purposes, and inform the LIBRARY of any changes in background check procedures.

**Tutor.com meets these requirements.** Tutor.com takes great care in vetting and selecting its tutors; extensive background checks are critical to this process. We understand that the service we provide is representative of Napa County Library and must reflect your high standards of exceptional service. To that end, our greatest investment is in our tutors. Here are the components of our tutor selection and management process:



*Daria S.*

*Scott R.*

*Rachel N.*

*Jamarius W.*

*Shelly V.*

**\*\*CONFIDENTIAL\*\***

**Interviews and Reviews:** Applicants meeting our minimum education requirements (described below) and passing our subject exams participate in an in-depth interview and introduction to Tutor.com. The process includes gaining experience in our online classroom, a review of our expectations, and a thorough explanation of our pedagogy and methodologies, all led by our expert facilitators who have vast tutoring experience themselves.

**Background Check:** Upon completion of the interview and introduction, Tutor.com conducts an extensive third-party background check. All tutors must satisfactorily pass this, which includes a multi-tiered criminal history check and education verification. A criminal background check is repeated periodically for all active U.S. tutors.

Specific components of these background checks include:

- County criminal search (in each place the applicant has resided over the last seven years)
- Education verification
- National criminal search
- Sex offender search

- SSN trace
- Global Watchlist search

In addition, we conduct a criminal re-screen against a national database for all our active U.S. tutors periodically. This periodic screening consists of the following:

- National Criminal Search
- Sex offender search
- SSN trace
- Global Watchlist Search

Less than 2% of applicants who register on our website to tutor pass all the benchmarks to become a tutor with Tutor.com.

**\*\* END CONFIDENTIAL\*\***

- **The LIBRARY will be informed of any later arrests or convictions, per Subsequent Arrest Notification.**

**Tutor.com meets these requirements.** We repeat criminal background checks periodically, ensuring our tutors meet your standards. Tutors who are unable to clear this background check are disqualified and terminated. As a result, there is no need to inform NCL of any late arrests or convictions.

- **Tutors have successfully passed an exam or gained certification specific to their subject area(s).**

**Tutor.com meets these requirements.** Tutor.com takes great care in selecting its tutors. The qualifications and selection process outlined below included exams on subject expertise.

**\*\* CONFIDENTIAL\*\***

Tutor.com tutors have a minimum of a bachelor's degree and/or qualifying certifications for our technology and computer science subjects. Many have advanced degrees, and many are faculty members, adjuncts, or teachers or are employed in the fields for which they tutor.

Tutor.com has a well-defined and rigorous system to vet and qualify tutor applicants and validate subject matter expertise and tutoring ability. While it is important for our tutors to have the necessary educational credentials, our multi-level vetting process is what facilitates our qualified pool of available tutors.

We evaluate subject matter expertise through a combination of degree verification (as well as applicable certifications) and assessment with a content exam before tutors are allowed to lead instruction on the subject. The content exams are developed in-house by subject matter experts, administered online in a timed environment, and exam attempts are limited. Currency is evaluated through a regular review of content in session transcripts.

Other required capabilities include:

- Strong professional oral and written communication skills
- Demonstrated ability to work independently and solve problems creatively
- Ability to acquire and apply knowledge of multiple systems and processes
- Committed to professional growth and learning new systems and skills

Applicants meeting our minimum education requirements and passing our subject exams then participate in an in-depth interview and introduction to Tutor.com. The process includes gaining experience in our online classroom, a review of our expectations, and a thorough explanation of our pedagogy and methodologies, all led by our expert facilitators who themselves have vast education and tutoring experience.

**\*\* END CONFIDENTIAL \*\***

- **Tutors will keep certification and/or qualifications up to date.**

**Tutor.com meets this requirement.** The quality of our tutoring service is a key component of our success. As a result, we continue monitoring our tutors to ensure they remain qualified. Once a tutor has been selected, he or she or they is assigned to a quality specialist (QS). The QS reviews the tutor's sessions on a regular basis, providing constructive feedback and helpful resources while also tracking performance.

The quality reviews are supplemented by several other quality assurance systems such as student comment reviews and automated transcript reviews. New tutors (those within their first 30-60 days) receive quality reviews, on average, every 7-10 days. More advanced tutors also receive regular feedback from their QS on an ongoing basis.

**Resources:** In addition to the above, we provide our tutors with an extensive resource center containing videos, articles, and documents ranging from tutoring techniques to subject-specific resources. These resources are constantly updated to reflect changing practices and newly developed subjects. We also provide our tutors with a monthly newsletter containing additional articles on tutoring strategies and celebrating our successes with students.

**Professional Development & Support:** Tutors are rewarded and supported through awards and status changes. Awards are given to those who exhibit exceptional student support in their sessions. Tutors also earn merit-based status changes through multiple levels up to Master Tutor. In fact, several of our full-time team members in various departments first started with us as tutors and many of our Master Tutors have been working with Tutor.com for over a decade—some are even approaching their 20-year anniversaries as Tutor.com tutors.

**Sessions are recorded for tutor evaluations.**

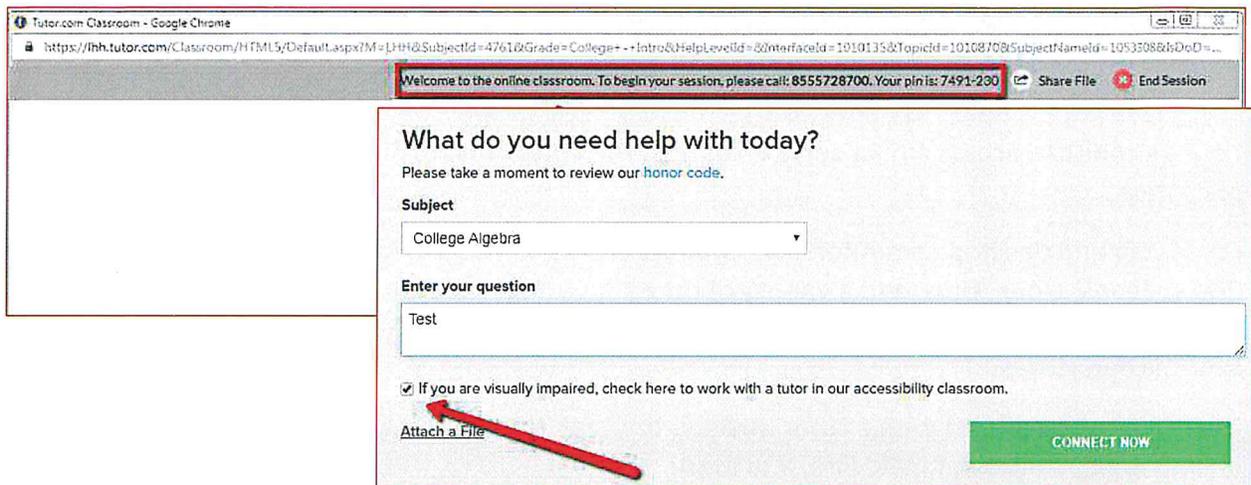
**Tutor.com meets this requirement.** Reviewing recorded tutoring sessions is a critical part of the quality check outlined above. Every session is recorded and available for evaluation and monitoring. Quality specialists review our tutors' sessions regularly, providing constructive feedback and helpful resources while also tracking performance.

### III. Technical Specifications

- **Americans with Disabilities Act (ADA) accessible and compatible with screen reader software.**

**Tutor.com meets this requirement.** Tutor.com follows all ADA guidelines for accessibility and is fully ADA and Section 508 compliant. To accommodate learning or physically challenged learners, we offer an accessible platform that includes a range of options, including chat and audio tutoring for hearing-impaired users.

#### *Accessibility classroom screenshot*



Features and benefits of this platform include the following:

**Screen reader legibility and tab indexing:** Sight-challenged learners can use our online classroom, where chat, file-sharing, and other tools are fully keyboard-operable and tab-navigable. The online classroom is also optimized for popular screen readers (e.g., JAWS, Kurzweil, NVDA, etc.), providing text equivalents for all non-text content. It includes all relevant page elements in the tab order so their proper reading sequence may be programmatically determined.

**Dedicated accessibility mode for visually-challenged learners:** Users with sight challenges may also choose to connect with a tutor in our special accessibility classroom. This is designed primarily for non-sighted users and includes a simplified toolset. It also provides a streamlined process for initiating a voice chat with a tutor by calling into a conference line with a randomly-generated PIN for authentication.

**Compatibility with other assistive technology:** The online classroom is also designed with motor disabilities in mind. Because our service is fully Web-based, with no required plugins or downloads, it does not interfere with third-party assistive technology or native OS accessibility functions like mouse keys, sticky keys, filter keys or toggle keys.

For additional details and documentation, please see Tutor.com's Accessibility Conformance Report at: <https://www.tutor.com/accessibility>.

**Other resources:** In addition to providing an accessible platform, we also provide other forms of assistance to students who are learning or physically challenged. This includes equipping our tutors with specialized techniques that can be used during tutoring sessions. These techniques are specific to a disability (e.g., ADHD, autism, test anxiety, central auditory processing disorder, visual processing disorder, dyslexia, dyscalculia, and dysgraphia). Approaches cover areas such as communication mode, pacing, scaffolding, multi-modal instruction, visual aids, etc.

- **Patrons must be allowed to access the service remotely,**

**Tutor.com meets this requirement. Tutor.com is fully accessible remotely**

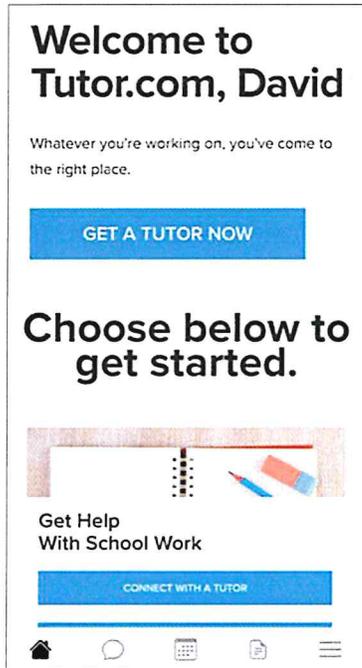
Your patrons can access all our services both in the library and offsite via multiple platforms.

For laptop and desktop computers, we support Windows 7/8/10, MacOSX+, Chromebook, Linux, Unix, and a variety of other operating systems. For tablets and smartphones, we provide our free companion app (Tutor.com to Go) via the iOS and Android app stores.

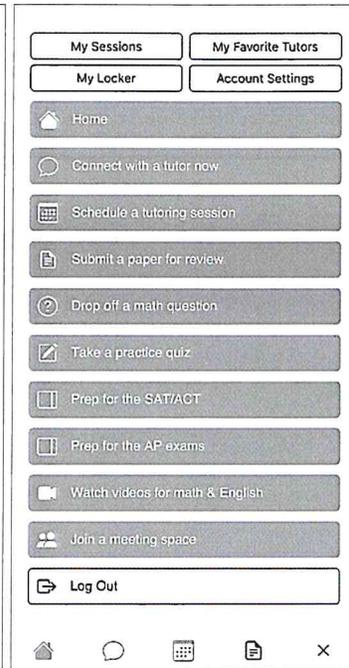
Users may also connect with a tutor through the Web browser on any mobile platform, including iOS, Android, Kindle Fire, and more.

Our mobile app includes the following. (For screenshots, please see the following page).

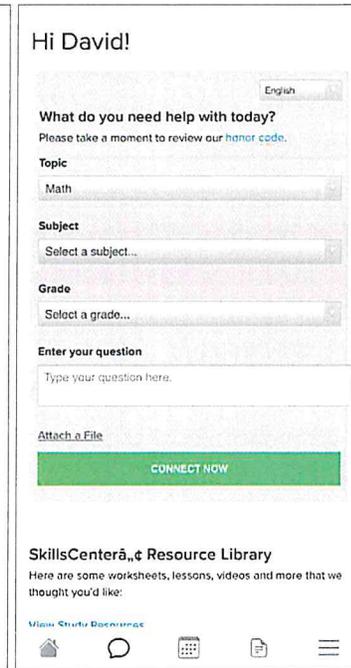
- Instant chat
- On-demand connections with tutors in 100+ subjects and test prep areas
- More than 440 video lessons for math, English language arts fundamentals, biology, calculus, U.S. history, and world history
- Over 100 diagnostic quizzes in math, science, English, and ASVAB prep
- The Princeton Review's practice tests for GMAT®, GRE®, LSAT® and MCAT®
- The Princeton Review SAT/ACT Essentials, a self-paced study course designed to increase test scores
- Test prep materials for adults taking the GRE, HiSET, or TASC exams
- Asynchronous support (24/7 Drop-Off Reviews) for writing, math, sciences, social sciences, business, computer sciences, and career services
- Career services that include help with resumes, cover letters, job applications, job searches, and interview preparation



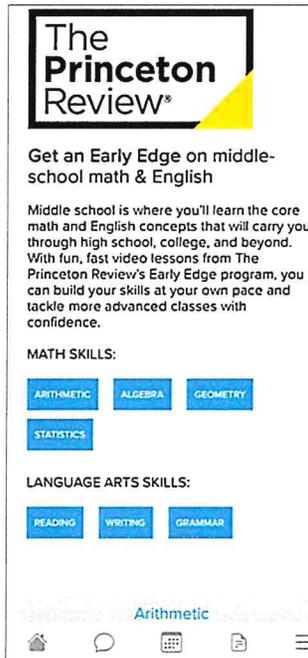
Home page



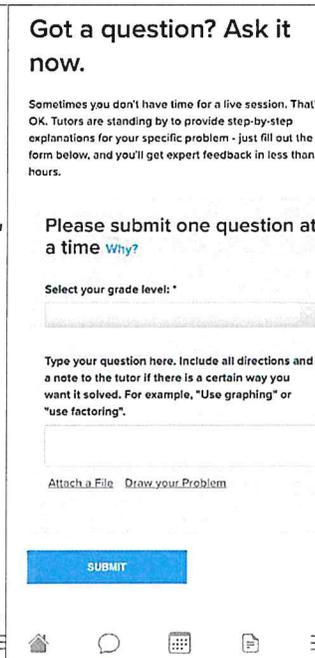
Navigation menu



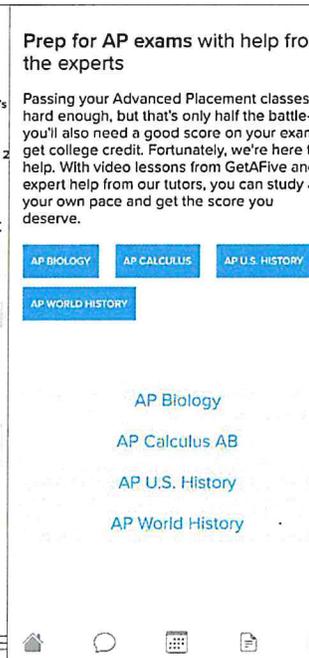
Get a tutor



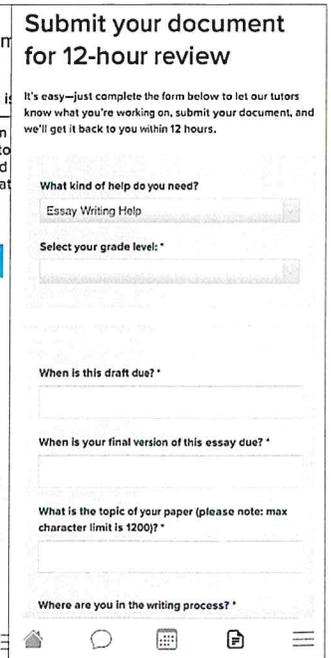
Early Edge videos



Async question



AP exam prep



Drop-off essay

- **Patrons must be allowed access to tutoring services without the creation of a program specific account. Companies will detail functionality differences between a user with an account and one without.**

**Tutor.com meets this requirement.** All patrons will have access to connect to a live, one-on-one online, on-demand tutoring session with fully vetted tutor, career coach, student success coach, or parent success coach without the creation of a program specific account. All of these patrons will be able to connect to get help with live tutoring in over 100+ subjects, test-prep resources, GED/HiSET, Job Help, U.S. Citizenship, Student Coaching, and Parent Coaching topics from grades K-12, College, and Adult.

Patrons who choose to create a FREE account will have, in addition to the live 1-1 online tutoring help, additional access to the following:

- Asynchronous support (24/7 Drop-Off Reviews) for writing, including resumes and cover letters, plus math
- More than 440+ proprietary video lessons for math, English language arts fundamentals, biology, calculus, U.S. history, and world history
- More than 300 diagnostic quizzes in math, science, English, and ASVAB prep
- The Princeton Review's practice tests for GMAT®, GRE®, LSAT® and MCAT®
- The Princeton Review SAT/ACT Essentials for dual enrollment students, a self-paced study course designed to increase test scores
- Access to thousands of proprietary educational and career resources through the SkillsCenter™ library

- **Responsive design for varying screen sizes.**

**Tutor.com meets this requirement.** The Tutor.com Online Classroom utilizes a responsive design for ease of use and to ensure students have access from any device. With this ease of use in mind, we designed the classroom to be accessible from any html5-capable web browser on any desktop, laptop, tablet, or smartphone, irrespective of manufacturer or operating system. Students can connect with a tutor from any Internet-connected desktop, laptop, tablet, or smartphone.

- **Additional access via iOS, Android, and mobile applications highly desirable.**

**Tutor.com meets this requirement.** The Tutor.com provides additional access via iOS, Android with our free companion app (Tutor.com to Go) via the iOS and Android app stores. You can also download the app for free via: <https://www.tutor.com/mobile>. Users may also connect with a tutor through the Web browser on any mobile platform as well

## Additional Services Provided

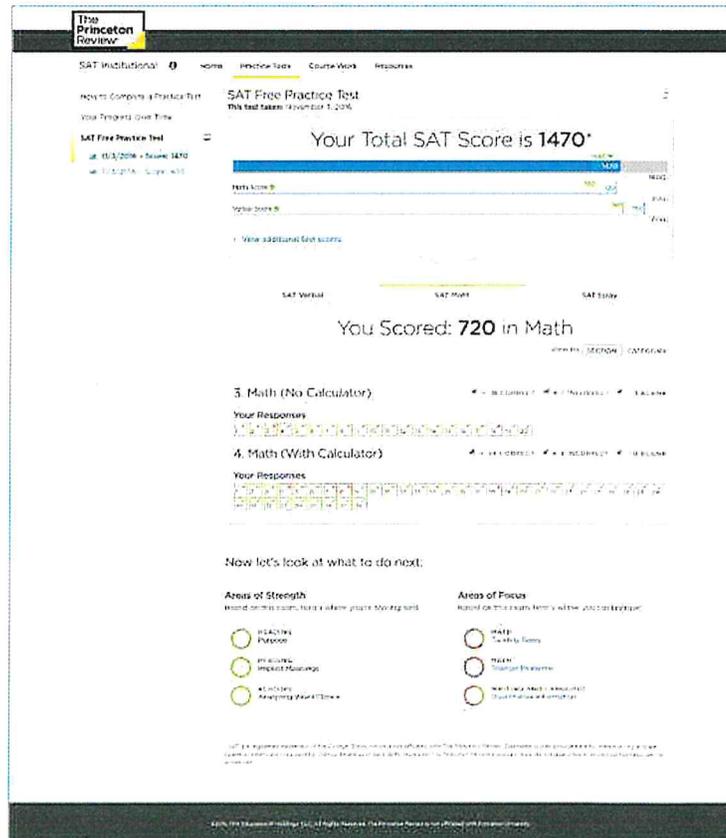
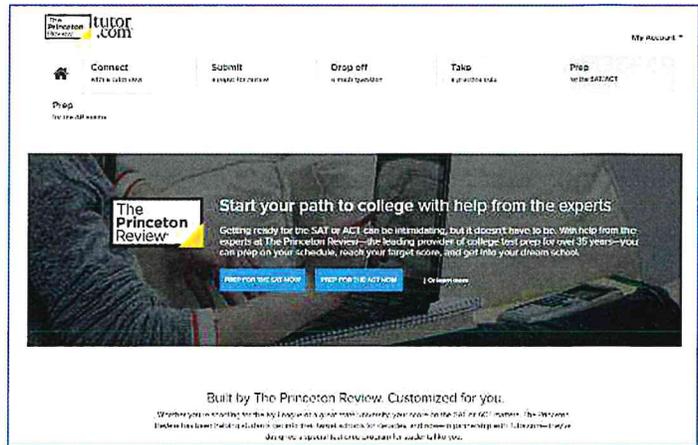
As a service of The Princeton Review with more than a decade of experience serving libraries, Tutor.com offers multiple services that cannot be duplicated. These include the industry-leading test preparation content offered by The Princeton Review, career services found only on our portal, as well as promotional materials to help your library spread the word about our services to ensure engagement. Each of these services is outlined below.

### The Princeton Review Resources

Only Tutor.com can provide your patrons with free access to The Princeton Review SAT/ACT Essentials course. As the experts in test preparation, The Princeton Review has helped over 1.5 million students through the college admissions process. Essentials takes college-readiness to the next level by providing an amazing self-study test preparation course and expert advice from The Princeton Review. In conjunction with using the Tutor.com Learning Suite to achieve an acceptable GPA for college admittance and constructing well-written application essays, students also use SAT/ACT Essentials to reach their target test scores on the ACT or SAT.

While other providers of online tutoring through public libraries only offer practice test sections for the SAT and ACT, our Essentials course allows students to take a full-length practice test. They may choose to simulate the exact test structure by taking the timed test or they may decide to slow things down with time-and-a-half, double-time or untimed. Each test section mimics the actual ACT or SAT by using the exact same number of questions and covering the exact same topics. Essentials even provides access to eight previous College Board SAT tests that can be scored using our elite recommendation engine.

Once a student completes the practice test or a section of the test, Essentials will immediately provide them with a full score report using the same scoring system used on the actual tests. Our score report gives a composite score as well as section scores. Students are also shown which questions they got right, and which were wrong. Clicking into the questions will provide an explanation for the



correct answer and show the concept that was tested with that question. Other providers of online tutoring through public libraries do not provide practice tests scores that mimic the actual scoring system.

Each score report also includes Areas of Strength and Areas of Focus to show the student what they have mastered and what needs more work. The Areas of Focus presented are those concepts which the student must improve upon to raise their score the most. Each Area of Focus is linked to a video lesson and practice drill.

For students wishing to study beyond their Areas of Focus, Essentials provides Coursework that includes a video lesson and practice drill for every concept tested on either the SAT or ACT. We also provide expert advice from The Princeton Review regarding the college admissions process and financial aid.

### GetAFive.com AP® Video Lessons

As part of Tutor.com and The Princeton Review, GetAFive.com provides students taking Advanced Placement classes with over 330 video lessons specifically for four of the most popular AP classes: World History, U.S. History, Biology and Calculus. Today's students are used to receiving information in video format. For many, it is the preferred delivery method of instructional content and entertainment. Being empathetic of our students' preferences, Tutor.com has incorporated these video lessons into the Tutor.com Learning Suite for all library patrons to access at no additional cost.

### Practice Quizzes

Our academic practice quizzes allow students to identify and target areas of weakness by providing an immediate score report and a direct connection to tutors and resources for missed questions. Practice quizzes are currently available for high school level math, science and English.

### Early Edge Videos

Our Early Edge program is focused on basic academic skills in reading, writing, English language arts, and mathematics. Our online program for Early Edge includes instructional videos and interactive activities which students can use to lock in their learning and confirm their understanding. Our Early Edge program contains 114 lessons, covering key basic academic skills in math and English proficiency students need to be successful.

### SkillsCenter Resource Library

As a supplement to our one-to-one personalized instruction, Tutor.com provides access to thousands of online resources through our SkillsCenter Resource Library. The SkillsCenter is a database of fully-vetted educational information both student and tutor can use to complement a lesson. Resources include informational websites, instructional videos, learning games, customizable flashcards, practice tests, expert advice, previously recorded Tutor.com sessions and job search resources.

The image displays two screenshots from the Tutor.com website. The top screenshot shows the 'AP Biology' section with a grid of video lessons. The bottom screenshot shows a quiz score report for 'Ecology' with a score of 87% and a list of missed questions.

Lesson Number	Lesson Title	Watch Video
1	Overview of AP Biology	Watch Video
2	The AP Biology Exam (2)	Watch Video
3	Science Practices: Using Representations and Models	Watch Video
4	Science Practices: Using Mathematics Appropriately	Watch Video
5	Math Skills: The Metric System	Watch Video
6	Math Skills: Distributions	Watch Video
7	Science Practices: Engaging in Scientific Questioning	Watch Video
8	Science Practices: Planning and Implementing Data Collection Strategies	Watch Video
9	Science Practices: Data Analysis and Evaluation of Evidence	Watch Video

Question Number	Action
9	Review your answer / Discuss with a tutor
15	Review your answer / Discuss with a tutor
21	Review your answer / Discuss with a tutor

The Test Prep Resources and Career Resources section of the SkillsCenter Resource Library provides several opportunities for adult learners and job seekers to practice and prepare for various vocational tests and learn more information about the U.S. Citizenship, GED, and ASVAB (Armed Services Vocational Aptitude Battery)

### Graduate School Admissions Test Prep “Becoming a competitive applicant”

As part of our mission to help every learner realize (and reach!) their full potential, Tutor.com’s Learning Suite extends its reach to learners preparing for graduate or professional school admissions. Your patrons will have access to The Princeton Review’s practice tests for the GMAT®, GRE®, LSAT®, and MCAT®. These tests, resulting Score Reports, and question-by-question explanations help students maximize their prep time.

### Job Seeker and Veteran Resources

Tutor.com offers extensive support for job seekers, including military Veterans. Live support from subject-matter experts is available through the [Tutor.com Learning Suite](#), where job seekers are immediately connected to and work with career coaches in real time and on demand. The services include the following:

**Résumés and Cover Letters:** Using the WriteTutor™ Writing Center, Tutor.com’s unique online collaboration tool, our career coaches work one-to-one with job seekers to ensure that their résumés and cover letters reflect their accomplishments and meet the requirements of sought-after jobs. This tool enables the tutor and patron to create and/or edit cover letters, résumés, and other documents in real time. Career coaches will also ensure that résumés and cover letters include the right keywords associated with the job, which can help ensure that they reach the hiring manager.

Tutor.com is the only online tutoring company that enables live editing of shared documents by both the career coach and job seeker.

**Interview Preparation:** Career coaches conduct mock interviews, asking job seekers the most frequently asked questions for their industry. This helps ensure that they are ready for interviews and enables them to better research potential employers.

**Online Job Applications:** Using Tutor.com’s simple and intuitive Web sharing tool, coaches show your patrons how to easily submit their applications online, which is increasingly required by potential employers.

**Job Search:** Tutor.com’s Web sharing tool can also be used to quickly and easily search national and local job openings across the United States.

**Career Resources:** Thousands of vetted and rated resources are available 24/7 in our Career Resource Center. These include archived career webinars with supporting résumé templates and FAQs provided by our exclusive partner, Career Solvers. Résumé templates and samples are available for many types of jobs, at all levels. Other resources include career assessment tools, job search guidelines, and much more.

Tutor.com’s job-seeking service is staffed 24/7, 361 days per year. Most libraries choose a block of hours during which to offer real-time tutoring after school and on the weekends with an expansion of



**Job Search and  
Resume Writing Assistance**  
Completely free through your library!

**Connect with an expert career tutor or  
access helpful job search resources.**

- Find job opportunities online.
- Get help completing an application.
- Write a strong cover letter & resume.
- Practice & prepare for an interview.

hours for adult learning and job search assistance. NCL will have the option to customize hours to meet the needs of its patrons.

*Tutor.com tutors are available 7 days a week, 361 days of the year. The tutoring service is closed only on January 1, July 4, Thanksgiving Day, and December 25. The SAT/ACT Essentials, Practice Quizzes and SkillsCenter Resource Library are available 365 days per year.*

## Marketing and Promotional Materials

Tutor.com offers extensive marketing and publicity materials. We will work with you to build a customized marketing and promotion plan based on your outreach goals, community needs, staffing resources, and marketing budget. We will then provide a wide variety of marketing materials to help your library build awareness of your Tutor.com program in your communities.

Tutor.com will assist and support NCL in creating a marketing plan to build awareness of program availability to patrons and provide promotional materials necessary to implement the marketing plan. We also provide monthly tips for promoting the service through our Community Impact newsletter and Building Awareness email lists. Library staff has 24/7 access to the Tutor.com Client Resource Center, which houses over 100 promotional and demonstration tools as well as staff training opportunities.

Our clients regularly tell us they think Tutor.com provides the best marketing and promotion support of any eResource provider with whom they work. This support includes access to our Client Resource Center (<https://www.tutor.com/clientcarelib>), our “go-to” site for everything you need to promote and support your Tutor.com program for children, teens, and adults.

Here are some of the resources that will be available to you:

**Training materials:** These include training presentations and refreshers you can view and download on how to use and share Tutor.com with your patrons.

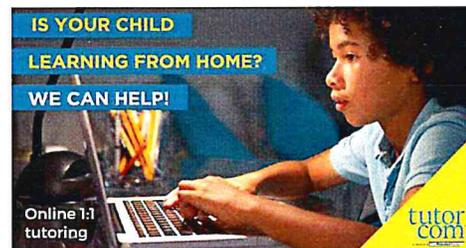
**Guides to build awareness:** These show you how to maximize your outreach efforts to promote Tutor.com. We also offer ready-made templates that you can download and customize with your library’s unique program information.

**Demonstration tools:** Students, parents, and teachers are more likely to try using a service if they’ve seen how it works. The Client Resource Center offers all the resources you need for this, including an intro video, demo guide, downloadable presentations, and the Tutor.com online practice classroom link.

**Shareables:** We’ve put together some great resources to post around your library and the local community. (Examples have been included in the attachments to this RFP.) You can also share these resources digitally via email newsletters or on your website. Choose from customizable posters, flyers, bookmarks, program cards, how-to guides, and more. Examples include:

- Top 10 Facts for Parents

### Examples of Marketing Materials



- Top 10 Facts for Educators
- How it Works
- Study Skills Coaching
- Parent Coaching for Student Success
- Writing Support Overview
- Writing Process

**Digital/social media graphics:** Tutor.com offers many digital videos and graphics that help you connect with your patrons through your website or social media. You can also add blurbs to your posts that show patrons how to access your Tutor.com program.

**Web graphics:** The Client Resource Center also includes a website placement guide under “Best Practices.” You can then download Tutor.com graphics to add presence to your library’s website.

**SAT®/ACT® Essentials:** This includes a guide, graphics, and the “how-to” of our SAT/ACT Essentials service for your patrons, powered by Tutor.com and The Princeton Review®.

**Grad school & ASVAB resources:** Get handouts for your patrons on the free online practice tests available to them, such as the GRE®, GMAT®, MCAT®, and military ASVAB exam.

**Adult services:** Libraries can also access promotional items for adult patrons. These include everything needed to promote job search and resume assistance , as well as test prep materials for those taking exams such as the GRE, HiSET, or TASC.

**Other:** These include templates for emails, newsletters, and press releases about Tutor.com; a press guide; alternate student materials, a calendar with copy for reminders at key points in the year; and seasonal graphics.

## Company Background and History

**Tutor.com, a service of TPR Education, LLC d/b/a The Princeton Review (a C corporation), has been providing services since 1998**, initially partnering with public libraries to ensure that students of all socioeconomic backgrounds had access to effective 1:1 tutoring and homework help, day or night, and from any internet-enabled device. Shortly after, Tutor.com began working with colleges, universities, and K-12 schools and is now the industry’s largest online tutoring provider.

We’re also the official tutoring and homework help provider for the U.S. Department of Defense, serving U.S. military families in the Air Force, Army, Marines, Navy, National Guard, Reserves, and Coast Guard.

In 2014, Tutor.com acquired The Princeton Review®, a world leader in test preparation, and added The Princeton Review test preparation services to its online tutoring platform. The two organizations subsequently formed TPR Education, a strong, collaborative company with a diverse client base and a high level of client retention. In 2022, Tutor.com and The Princeton Review (TPR) were acquired by Primavera Capital Group.

## 4. Pricing Information/Structure

### Tutor.com Learning Suite Program:

Online learning for K-12<sup>th</sup>, College, Adult, and Job Seekers

### PAY PER SESSION Pricing Model

Customer will be billed monthly in arrears at a per session rate below for actual usage of the Services.

### Contract Period:

- 7/1/2022 to 6/30/2023 = Monthly Billing @ \$11.00 per session
- 7/1/2023 to 6/30/2024 = Monthly Billing @ \$11.00 per session
- 7/1/2024 to 6/30/2025 = Monthly Billing @ \$11.00 per session
- 7/1/2025 to 6/30/2026 = Monthly Billing @ \$12.00 per session
- 7/1/2026 to 6/30/2027 = Monthly Billing @ \$12.00 per session

### Additional Fees Waived

- Initial program setup
- Implementation and Integration
- Training Services

## EXHIBIT “B”

### COMPENSATION AND EXPENSE REIMBURSEMENT

#### Tutor.com Learning Suite Program:

Online learning for K-12<sup>th</sup>, College, Adult, and Job Seekers

#### PAY PER SESSION Pricing Model

Customer will be billed monthly in arrears at a per session rate below for actual usage of the Services.

#### Contract Period:

- 7/1/2022 to 6/30/2023 = Monthly Billing @ \$11.00 per session
- 7/1/2023 to 6/30/2024 = Monthly Billing @ \$11.00 per session
- 7/1/2024 to 6/30/2025 = Monthly Billing @ \$11.00 per session
- 7/1/2025 to 6/30/2026 = Monthly Billing @ \$12.00 per session
- 7/1/2026 to 6/30/2027 = Monthly Billing @ \$12.00 per session

#### Additional Fees Waived

- Initial program setup
- Implementation and Integration
- Training Services

**Tutor.com will put session limits in place which would allow 1,818 sessions per year for years 1-3, and 1,666 sessions per year for years 4-5, as to not exceed a \$20,000 annual maximum**

**\$100,000 Contract Maximum**

**EXHIBIT "C"**

**[Company Name]**  
 [Street Address]  
 [City, ST ZIP Code]  
 Phone [phone] Fax [fax]  
 Taxpayer ID #

**SAMPLE  
 INVOICE**

INVOICE # \_\_\_\_\_  
 DATE: \_\_\_\_\_

**TO:**  
 [Customer Name]  
 [Street Address]  
 [City, ST ZIP Code]

**FOR:**  
 [Project or service description]  
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 <sup>rd</sup> Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165.00	660.00
		Smith, Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 <sup>rd</sup> Floor Conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 <sup>nd</sup> Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
<b>TOTAL</b>					

# Signature Certificate

Reference number: BUKZY-EZIWP-GXSKS-KHB2N

Signer	Timestamp	Signature
<b>Joshua Park</b> Email: joshua.park@tutor.com Shared via link  Sent: 08 Jul 2022 21:06:12 UTC Viewed: 08 Jul 2022 21:06:45 UTC Signed: 14 Jul 2022 22:32:22 UTC		 IP address: 70.107.92.131 Location: Queens, United States
<b>Juwon Lee</b> Email: juwon.lee@review.com  Sent: 08 Jul 2022 21:06:12 UTC Viewed: 14 Jul 2022 22:19:49 UTC Signed: 14 Jul 2022 22:33:10 UTC		 IP address: 121.160.82.6 Location: Guro-gu, South Korea
<b>Recipient Verification:</b> ✓Email verified	14 Jul 2022 22:19:49 UTC	

Document completed by all parties on:  
14 Jul 2022 22:33:10 UTC



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

