

# SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

## VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of May 1, 2023, by and between Axiom Learning (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of (enter category here) (“the products and services”).*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

## 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

## 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or

corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## 6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## 7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor’s name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. “shipping point” and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer’s delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## 12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify

any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signatures follow on Signature Form]

**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

**PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name	Axiom Learning
Address	1506 90th PL NE
City/State/Zip	Clyde Hill, WA 98004
Telephone No.	(844) 558-0406
Fax No.	N/A
Email address	schools@axiomlearning.com
Printed name	Adela Cajic
Position with company	Senior Consultant
Authorized signature	

**Term of contract** May 1, 2023 to April 30, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
\_\_\_\_\_  
Region 10 ESC Authorized Agent

4/19/23  
\_\_\_\_\_  
Date

Dr. Rickey Williams  
\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** R10-1152A

**PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

**Instructions:**

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

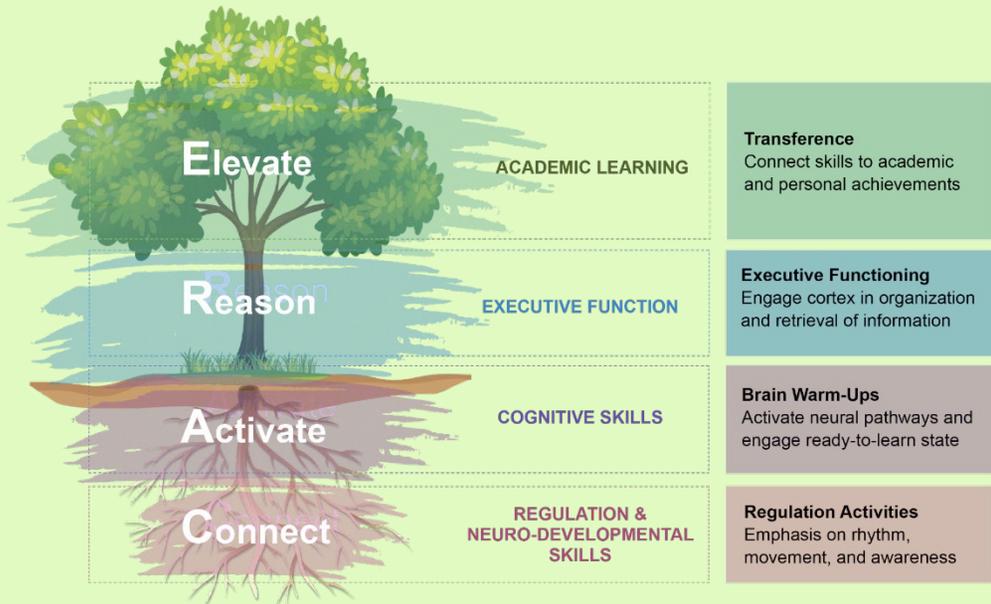
Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent’s proposal.

<b>Evaluation Criteria</b>	<b>Question</b>	<b>Answer</b>
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Axiom Learning
	<i>What is the mailing address of your company's headquarters?</i>	1506 90 <sup>th</sup> PL NE, Clyde Hill, WA 98004
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Adela Cajic, Senior Consultant (844) 558-0406 schools@axiomlearning.com
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes
	<i>Does pricing submitted include the required administrative fee?</i>	Yes

	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	N/A
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes
	<i>Outline your pricing strategy provided in Attachment B and how agencies will be able to verify they received contract pricing.</i>	Axiom Learning's pricing is based on school district size. To verify contract pricing, please email us at schools@axiomlearning.com with the RFP number and title. Axiom Learning will provide transparent pricing for Region 10 ESC. Our PM will meet with agencies as requested to review any documents necessary to verify.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Payment will be due promptly and no later than 30 days from the invoice date. Axiom Learning accepts purchase orders as well as checks and direct deposits. We do not accept credit cards.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
<b>Performance Capability (25 Points)</b>		
Demonstrated quality of tutors, counselors, and professional development consultants	<i>Please provide a brief overview of the programs and professionals you are offering in the areas of tutoring, counseling, and/or professional development.</i>	<p>Axiom Learning is a high-end tutoring provider founded by a group of Harvard alumni which has invested almost 15 years and over 150,000 hours into research, design, testing, iteration and implementation of optimized tutoring systems <b>for grades K-12</b>. Axiom's mission is to integrate innovative evidence-based educational tools with tutoring with the intent of scaling these tools broadly while maintaining cost efficiency in order to address long-standing issues of educational inequity. In our work with schools - particularly in distressed socioeconomic communities with large numbers of ELL and SPED students - we have found that there are prerequisites that need to be in place before learning can happen in an academic sense. Axiom has developed a proprietary system of carefully sequenced and curated activities and exercises- the CARE Framework - which provides students with the tools and structures they need to be in a ready-to-learn state as well as cutting-edge executive functioning tools to better support the academic tutoring itself in generating positive educational outcomes, while providing ample flexibility to <b>align our support to each specific grade level and content area for which services are being provided.</b></p> <p><b>Background &amp; Equity</b></p> <p>Leveraging our mission of addressing widely disparate education outcomes, Axiom Learning has developed a proprietary framework - CARE - which integrates the latest</p>

research on education, neuroscience, and psychology into an easy-to-implement framework in a wide variety of settings - school, home and in our learning centers. CARE works in tandem with traditional tutoring to generate outsized positive educational outcomes. Success of tutoring programs depends upon approaching learning in a sequential neuroscience-informed manner, which prioritizes providing students with the tools and structures to be in a ready-to-learn state and access their higher-order thinking skills required for interacting with academic content. We have had great success in generating positive outcomes in pilots both in public schools and in our learning laboratory settings.

As part of our innovative process, after investing tens of thousands of hours into research, design and testing, Axiom has developed its CARE Framework as a carefully curated, actionable, easy-to-use four-part sequence of activities and exercises: **C**onnect, **A**ctivate, **R**eason, and **E**levate (**CARE**). The acronym CARE provides a clear framework for how each tutoring session should be sequenced to maximize efficacy. Additionally, CARE reflects the four key components of every tutoring session that are unique to Axiom’s identity in adopting a whole-brain approach to supporting students: regulation activities, brain warm-ups, executive functioning, and transference of the learned skills to relevant content.



Axiom Learning's deep well of experience working with students from stressed communities has reinforced for us that education is one of the only lifelines out of distressed circumstances and can provide needed stability and enrichment during critical, formative younger years. **Central to the idea of CARE is Axiom Learning's commitment to equity and building programs for underserved student populations.** Students from challenged SES circumstances typically possess more sensitized stress response systems which require an explicit whole-brain-body approach to learning in order for them to be able to effectively engage the higher-order thinking parts of their brains and interact effectively with academic material.

This is a responsibility that Axiom Learning takes seriously, implementing procedures and practices borne out of years of experience that generate proven educational outcomes and help reinforce and enrich the learning process for students, teachers and families.

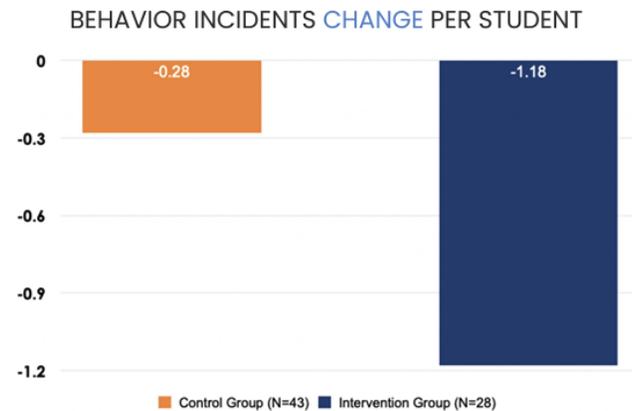
Axiom Learning has a large (and growing) number of school partners with whom we have established tutoring programs within which we can implement this research effort. Most prominent amongst these potential school partners is the **Los Angeles Unified School District, Boston Public Schools, and the Summit Public School network** of charter schools. Moreover, Axiom has an active Advisory Board populated by Harvard, the Gates Foundation, and McKinsey, along with leading experts in special education and school administration.

Axiom Learning is proposing a proven, comprehensive, and innovative tutoring solution that will specifically meet and exceed Region 10 ESC's expectations. We have thoroughly reviewed the information shared within this solicitation, and applied our own extensive experience honed from almost **fifteen (15) years and over 150,000 hours of research, design, iteration, and implementation** of tutoring services (both in-person and online) with an emphasis on dramatically improving student outcomes while maintaining cost efficiency.

#### **Proven Results**

Through Axiom's innovative Executive Functioning and Social-Emotional support curricula offered as part of our ongoing tutoring, students find increased performance in classroom behavior and attendance as well. This can be seen by significantly reduced behavioral incidents<sup>1</sup>:

## CLASSROOM PERFORMANCE: BEHAVIOR



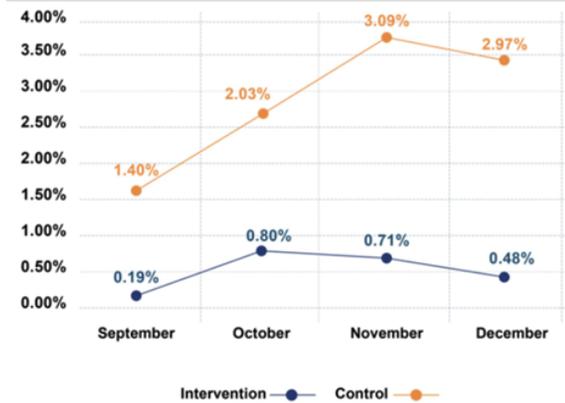
Because we reach out to students and families before our sessions and the adults on our team end up being points of stability for many of our students (and therefore relationships they value), our services have resulted in a drop in unexcused absences and tardiness in classrooms<sup>0F</sup> \*:

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\* These results (as presented in the included graphs) are from a Gates Foundation-funded research program with the Summit Charter School network conducted in SY 2018-2019. The study structure and integrity was overseen by Harvard University affiliates and included: an experimental group and multiple control groups (both within the school and with demographically matched students nearby), matched assignment to control and experimental groups based on academic performance, and assessment based on third-party standardized tests and third-party data collection. For more information, you can visit: [www.axiomlearning.com/school-data-for-rfp](http://www.axiomlearning.com/school-data-for-rfp)

## CLASSROOM PERFORMANCE: ATTENDANCE

PROPORTION OF UNEXCUSED ABSENCES & TARDIES



Axiom Learning is most proud of our ability to **reduce the percentage of students dropping out**. In our Gates Foundation-funded research program at the Summit Charter School network in California, the dropout rate fell all the way to zero<sup>2</sup>:

## CLASSROOM PERFORMANCE: ATTRITION

**DROPOUT RATE FELL  
TO ZERO**

FROM 10% IN YEARS PRIOR

At Axiom Learning, our mission is to help transform the future of learning by **integrating science and evidence with pedagogy** to develop the best educational approaches, frameworks, methods, tools, and techniques to actualize every individual learner. Axiom

Learning is dedicated to then scaling those approaches, methods, and tools to be made as widely available as possible.

**Our Research and Development team has invested over 150,000 hours into research, design, and iteration** of our tutoring and instructional services and programs. Our goal is to understand what works (and what does not) for all students, including kids that have special needs or a distressed socioeconomic environment. We have optimized these programs with an eye toward both efficacy and efficiency, some of which has been developed and researched with funding support from the Gates Foundation.

### **Proven Support for Learning Differences**

Almost one (1) in every four (4) students struggles with at least one learning difference (LD). Many of these students go years or even their whole lives without an official diagnosis, and, thus, without property intervention. Additionally, some students do not qualify for a diagnosis, yet still struggle with similar underlying skill deficits that impair their ability to perform well in school.

What follow is an overview of the three (3) principal profiles for at-risk, struggling students:

Official Diagnosis: These are students who have a Specific Learning Difference (SLD)

Undiagnosed: This includes students with an underlying LD that has gone undiagnosed and, therefore, does not quality for official accommodations

Roadblocks and Speed Bumps: This includes students who struggle in specific subjects in school, broadly, but can somewhat keep up on their own despite their underlying skill deficit

On the surface, all three (3) types of students may appear to inherently struggle with academics and/or behavioral issues. To truly address these challenges, teachers must first understand the root cause of their struggle. Most often, this root cause is underdevelopment or dysregulation in the underlying systems, skills and processes that support learning rather than just the content being tested. Once identified, the root cause can be targeted, via early intervention, and the challenge can often be alleviated.

Axiom recognizes that students with learning differences are often very bright and just need targeted support. That's why we developed an innovative program that provides struggling students with educational tools so they can focus and learn. Led by Dr. Aisha Simon, a Harvard-educated physician, Axiom Learning spent over 10 years and 150,000 hours of research, design, and testing to identify the causes of learning challenges and how to address them. The result was LEAP 3.0: a fully integrated, customizable program that helps students with:

- ADHD and ADD
- Dyslexia, Dyscalculia, and Dyspraxia
- Executive Functioning Challenges
- Autism
- High Anxiety

Alternate Academic Achievement

*Executive Function Express:*

- This program was designed for K-12 students that struggle academically due to their approach to learning rather than with the content at hand. EF Express emphasizes developing and strengthening the executive functioning skills necessary to developing an adaptable approach to learning such as time management, organization, study skills, planning, and initiation.
- Every session emphasizes transference of executive function skills - usually in the form of homework initiation and completion. Leads to a greater sense of ownership and initiation around homework.

Social Emotional Learning:

- *Social-Emotional Express:* this program was designed for K-12 students that struggle with emotional regulation, self-expression, and/or adapting to new social settings. This program primarily highlights the executive functioning necessary for greater social-emotional understanding such as building frustration tolerance, bolstering state awareness, and reinforcing underlying sensory motor and processing skills. Students develop flexible thinking, social-cognition, and decision-making techniques as well as learn about how the mind works and build self-confidence by exercising a growth mindset. Many students with ASD and ADHD find this program especially helpful.

College Readiness & Career Readiness

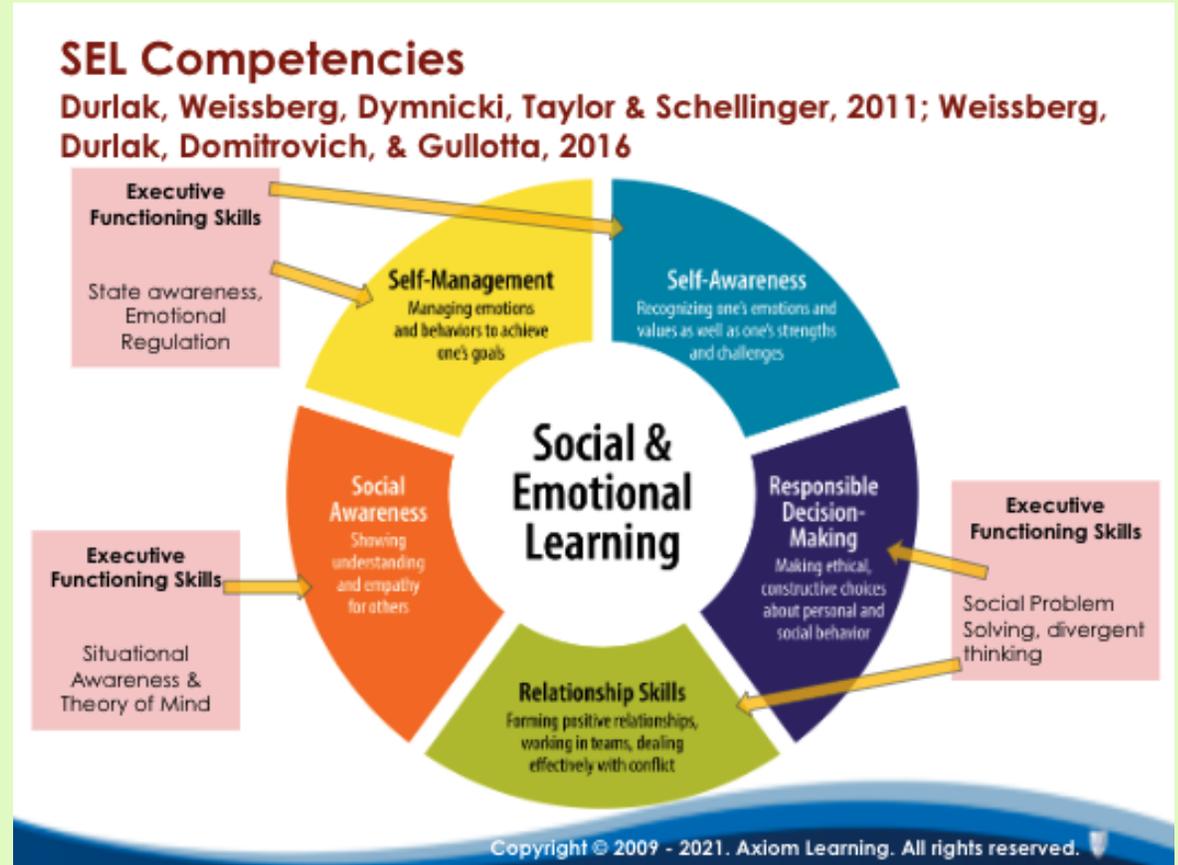
- *Transitions & Life Readiness:* fostering independence through building habits of success. This solution was designed for high school juniors and seniors, as well as recent graduates and incoming college students to provide students with a habits of success toolkit. Students learn key executive functioning skills to aid in transitions and develop college and career readiness.

Early Learning

- *Regulation Express:* this program was designed for K-12 students with high anxiety and/or general behavioral challenges. It primarily emphasizes self-regulation strategies and activities as well as strengthening sensory-motor skills to alleviate underlying causes of

dysregulation. Helps students in particular establish strong foundations for a lifetime of joyful learning and fosters independence through self-regulation. Many students with ASD find this program especially helpful.

### Social-Emotional Express Curriculum



### **Layer One: Comprehensive SEL Program Incorporating Development**

Axiom Learning's Social-Emotional Express curriculum provides a comprehensive SEL program that address all five (5) core competencies defined by CASEL. Axiom Learning views all SEL competencies as executive functioning skills at the core - higher order thinking skills required to direct our present action using our present awareness, past experience, and future anticipation.

Key subsets of skills that Axiom Learning's curriculum addresses within CASEL's five (5) core

competencies include: state awareness, emotional regulation, situational awareness, theory of mind, social problem thinking, and divergent thinking.

Axiom Learning's printed curriculum provides 80 lessons spanning 20 key module concepts, each with an explicit instructional strategy that is taught and revisited over the course of a month (at a suggested pace of one lesson per week for 15 minutes).

### **Layers Two and Three: Support Services and Professional Development**

Axiom Learning's Professional Development curriculum supports instruction for all learners and support common core instructional shifts as well as standards-based instruction for content subject areas. We offer in-person, virtual, and self-paced professional development, along with all required instructional materials/ resources on a range of topics, including:

- English Language Arts
  - Literacy performance improvement
- Mathematics
  - Math performance improvement
  - Research based instructional strategies which support student achievement through the evidence of effective lesson internalization and preparation.
  - Strategies and techniques in mathematics and technology integration to maximize instruction and student learning to include, but not limited to, the effective use of a graphing calculator
- Science
  - Science performance improvement
- Supports instruction for all learners
- Social Studies
  - Social studies performance improvement
- Foreign Language/ Dual Language
  - Scientifically research-based strategies to support language acquisition in the following foreign language topics: including:
    - Spanish
    - Chinese
    - Latin
    - French
    - German
    - Russian
    - Japanese
- Social Emotional Learning
  - Sleep, Nutrition & Exercise
  - Leadership Training (consultative support, observations, feedback, time management)

		<ul style="list-style-type: none"> <li>○ Mindfulness</li> <li>○ Stress &amp; Anxiety</li> <li>○ Restorative Practices</li> <li>○ Growth Mindset</li> <li>● Parental Involvement <ul style="list-style-type: none"> <li>○ Training to enable teachers and principals to involve all parents inclusive of Migrant, Special Education, and English Language Learners in their child's education</li> </ul> </li> <li>● Learning Differences <ul style="list-style-type: none"> <li>○ Understanding Student Learning Profiles to facilitation equitable education experiences</li> <li>○ Research based diversity, equity, and inclusion best practices for students with disabilities</li> <li>○ Nuanced Challenged Social Communications</li> <li>○ Engaging Students with ADHD</li> <li>○ Flexibility &amp; Time Management for Students with ASD</li> <li>○ Special Education</li> </ul> </li> <li>● Co-teaching</li> <li>● Student Counseling</li> <li>● IEP Development and Management</li> <li>● Teacher &amp; Paraprofessional Training <ul style="list-style-type: none"> <li>○ Model instruction and re-teaching of focus standards that are below expectations/ did not meet expectations at both the grade level and student level</li> <li>○ Instructional strategies and classroom pacing for MS College and Career Readiness standards, specific to the deficits of students and English Learners</li> </ul> </li> <li>● Executive Functioning <ul style="list-style-type: none"> <li>○ Executive Functioning for All Ages</li> <li>○ Classroom Strategies</li> <li>○ Coaching for Metacognition</li> <li>○ Executive Functioning of Project Work</li> </ul> </li> <li>● Classroom Management/ Effective Pedagogical Practices <ul style="list-style-type: none"> <li>○ Motivating Unmotivated Students</li> <li>○ Increasing opportunities for historically underserved students</li> <li>○ Identifying &amp; Teaching to Zones of Proximal Development</li> <li>○ Positive behavior support management through Positive Behavioral Interventions and Supports (PBIS)</li> <li>○ Social skills instruction</li> </ul> </li> <li>● Research-based Strategies</li> </ul>
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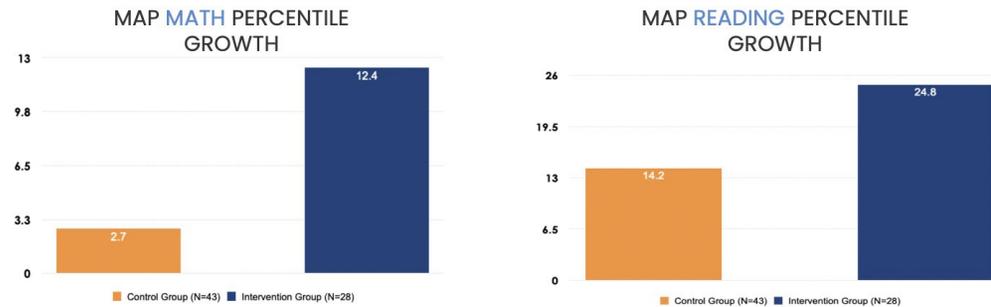
		<ul style="list-style-type: none"> <li>○ Developing higher order questioning skills, problem solving/ critical thinking, and formative assessments in the classroom</li> <li>○ Developing and implementing data plans to impact differentiated instruction for all learners to further implement the Multi-Tiered System of Support approach to instruction</li> <li>○ Understanding and utilizing data and assessments to improve classroom practice and student learning</li> <li>○ Multi-Tiered System of Support Process job-embedded professional development for instructional staff in: <ul style="list-style-type: none"> <li>▪ English/ Language Arts</li> <li>▪ Math</li> <li>▪ Science</li> <li>▪ Social Studies</li> <li>▪ Reading</li> <li>▪ Instructional Coaching</li> <li>▪ Data coaching</li> <li>▪ Assessment Coaching</li> <li>▪ Lesson Planning</li> <li>▪ Lesson Modeling</li> <li>▪ Differentiated Instruction</li> <li>▪ Scaffolding and Utilizing and Identification of Resources</li> </ul> </li> <li>● Job-embedded Coaching and Workshops <ul style="list-style-type: none"> <li>○ Collaboration</li> <li>○ Research-based reading and math teaching strategies and classroom management</li> </ul> </li> <li>● Instructional Rounds</li> <li>● Instructional Technology <ul style="list-style-type: none"> <li>○ Scientifically research-based strategies to support academic achievement in core content areas including: <ul style="list-style-type: none"> <li>▪ English/ Language Arts</li> <li>▪ Math</li> <li>▪ Science</li> <li>▪ Social Studies</li> <li>▪ Reading</li> </ul> </li> </ul> </li> <li>● Any other training as identified by observation or upon the CPS's request</li> </ul> <p>Professional development trainings are typically run as a series of five (5) workshops through the school year that build off of each other and are highly interactive. Our workshops include an interactive workbook to complement the training and reinforce concepts.</p>
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		<p>In addition to professional development, Axiom Learning also offers coaching for specialists and teachers that spans topics such as SEL curriculum implementation, executive functioning, and student-specific consultations.</p> <p><b><u>Approach to Professional Development</u></b>  Axiom Learning strives to provide professional development and mentoring for Region 10 ESC that is:</p> <ul style="list-style-type: none"> <li>• Relevant to teacher and administrator needs</li> <li>• Focused on assisting educators with planning and improvement</li> <li>• Teacher-driven and highly interactive</li> <li>• Inclusive of practical strategies that can be replicated in the classroom</li> <li>• Sustainable over time</li> </ul> <p>Our Professional Development Services offering is goal-driven and includes agendas, objectives, and an appropriate time for reflection on what educators have learned at the end of each session. We help educators leverage those reflections into their own teaching practices. Building a sustainable and collaborative community of educators is a priority for Axiom Learning.</p> <p><b><u>Test Preparation</u></b>  Axiom Learning has spent over a decade developing our proprietary tutoring system for SAT, ACT, and Regents test prep. Our diagnostic tools provide our faculty and education team the data we need to assist teachers in designing customized learning plans for each test prep student. These plans efficiently address each child’s specific deficits and challenge and extend their strengths by focusing on the topics and areas that provide the most benefit. As a result, our students have watched their SAT and ACT scores <b>rise 3x more than the industry average and often see increases of over 100 points per section on the SAT and by 6 points on the ACT!</b> Many students have even seen improvements in other academic subjects due to applying their newfound testing strategies.</p>
	<p><i>Describe the qualifications you require of any consultants you hire, including any specialized requirements for different types of tutors and counsellors.</i></p>	<p><b>The key ingredient to Axiom Learning’s success is the quality of our faculty.</b> Axiom Learning is highly selective in our hiring. For Axiom, criminal and educational background checks for all of our staff is the minimum. Our instructors are vetted and selected for their subject matter expertise, commitment to student success, teaching effectiveness, and engaging personalities. Axiom tutors are trained to support students in an effective 1:1 and small group learning approach, including (where needed) behavior management. Axiom tutors are also trained in ground-breaking neuropsychology, executive function skills, cognitive processing and the sensory motor skills which impact a student’s ability to achieve their full potential.</p>

		<p>All Region 10 ESC tutors will be trained and continually supported by our first-in-class global education team. Axiom offers training to all of our tutors before they begin working with students. Moreover, Axiom Learning is perhaps unique in continuing to offer training and continuous support even after we start working with students. This continuous support is provided by our team of master teachers, all of whom have at least five (5) years of experience (most have much more).</p> <p>Continuous support also means that if any of our tutors are struggling with a particular student (or students), they are not working alone. This point is especially crucial because most competing providers are just providing 'bodies' to be in the classroom with the kids but not actually doing anything meaningful in supporting their learning. Our ongoing commitment is always to help every student succeed. <b>Axiom Learning only hires 1 out of every 250 applicants.</b></p>
	<p><i>Please provide any case studies or accolades that show the recognized impact of your tutoring, counselling, or professional development programs.</i></p>	<p><b><u>Case Study 1: Summit Public School System, CA</u></b></p> <p><b>Axiom Learning &amp; Summit Public Schools Partnership</b></p> <p>Axiom Learning has worked closely with Summit Public Schools since 2018 to support learners experiencing the greatest challenges, including students with IEPs, English language learners, and students scoring in the bottom tertile for standardized testing in both Math and English. The partnership was initially intended as a pilot program study and has since expanded from externally supporting 30 students in 1 school to supporting the entirety of the special education population in all 14 schools in the San Francisco Bay Area and Washington state.</p> <p><b>SY 2018 - 2019: Axiom-Delivered 1-1 Support for Struggling Learners</b></p> <ul style="list-style-type: none"> <li>• Axiom Learning deployed a staff of 7 instructors and 1 project manager to implement its proprietary LEAP 3.0 program with 30 9th grade students at Summit Prep School.</li> <li>• Axiom's LEAP 3.0 program emphasizes strengthening underlying skills (sensory motor, processing, and executive functioning skills) critical for success, and explicitly aiding in the transfer of those skills in academic and personal contexts.</li> <li>• Students were selected to be in either the intervention or control group if they placed within the bottom tertile for standardized testing in math and English.</li> <li>• Within the intervention group, students were split between those that received 3 45-minute sessions a week, and 2 45-minute sessions a week.</li> <li>• Students within the intervention group showed tremendous gains in standardized testing, grades, and attendance compared to their similarly situated peers in the control group.</li> </ul>

# MULTI-SUBJECT ACADEMIC GAINS

Standardized Test Scores in Math and Reading increased 6-7% more than the control group



## SY 2019 - 2020: Provision & Implementation Support of EF Curriculum for SPED Teachers

- Axiom Learning provided access to an Executive Functioning curriculum to 4 Summit Public Schools for usage primarily with special education students.
- In addition, Axiom Learning provided weekly implementation support of the Executive Functioning curriculum to Learning Specialists, including guidance and consultation, lesson planning, and lesson shadowing and modeling.
- One school leader reported: “Ed Specialists had struggled to create meaningful resources that would strengthen students' executive functioning skills, and they wasted a lot of time trying to figure out the right intervention. Axiom provided meaningful and impactful research-based interventions.”

## SY 2020 - 2021: EF Curriculum & Professional Development; Small Group ELA & Math Intervention for ELL Students

### EF Curriculum & Professional Development

- Axiom Learning provided ongoing support and access to an Executive Functioning curriculum to all 14 Summit Public Schools for usage primarily with special education students.
- In addition, Axiom Learning ran both live and on-demand professional development training for all Learning Specialists at regular intervals over the course of the year.

### Small Group ELA & Math Intervention for ELL Students

- Axiom Learning provided small-group weekly ELA and math support for 65 English Language Learners students in grades 7 - 11 at Summit Tamalpais School.

**SY 2021 - 2022: EF Curriculum & Professional Development; Coaching for Learning Specialists**

EF Curriculum & Professional Development

- Axiom Learning provided ongoing support and access to an Executive Functioning curriculum to all 14 Summit Public Schools for usage primarily with special education students (393 students; 28 teachers).
- In addition, Axiom Learning ran both live and on-demand professional development training for all Learning Specialists at regular intervals over the course of the year.

Coaching for Learning Specialists

- Axiom Learning provided bi-weekly coaching for all 27 Summit Public Schools Learning Specialists in Executive Functioning, curriculum implementation, and student-specific consultations.

**Case Study 2: Axiom Learning & Los Angeles Unified School District / GW Carver Middle School Partnership**

**Intervention Objective:**

- Axiom Learning provides teaching assistants to support schoolteachers in implementing after-school and weekend math and reading fluency support.

**Overview of Intervention Start:**

- Axiom Learning teaching assistants started at Carver Middle School on March 30th attending math / reading fluency sessions.
- The first day consisted primarily of Ms. Sanchez providing a program orientation.
- Subsequent sessions have been focused on supporting students with task initiation or motivation, as well as working with individual students and/or a small group of students on content.

**Student Attendance:**

- On average, 12-17 students attend the weekday interventions, and about 20-30 students attend Saturday interventions.

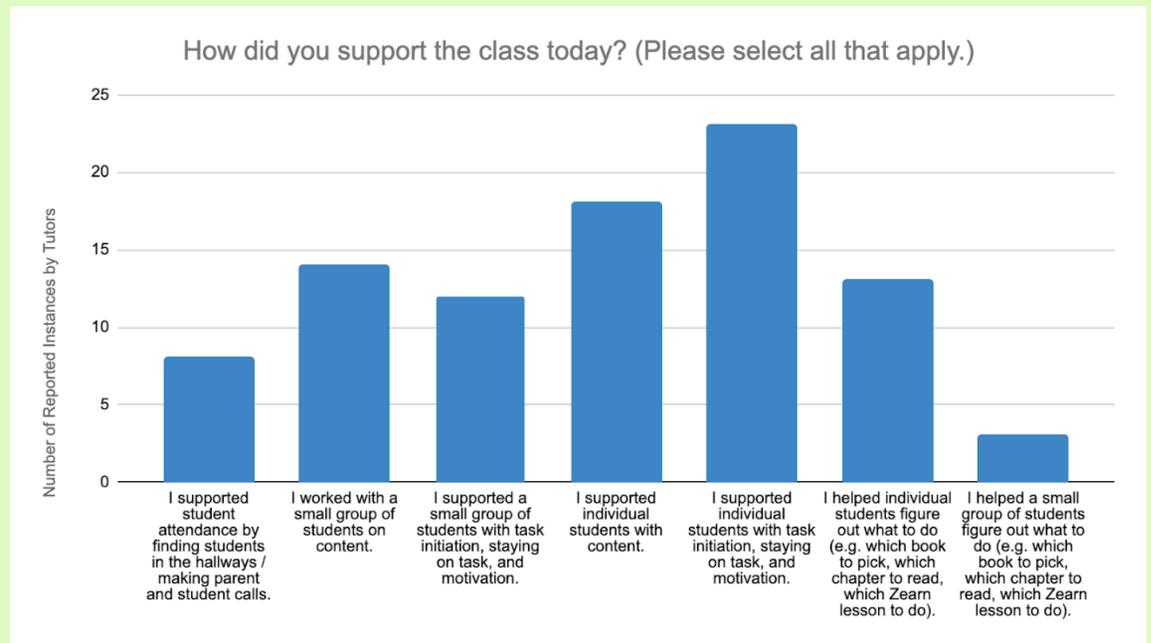
**Student Engagement:**

- So far, 6th and 7th graders have typically been more engaged with the material and have shown greater independence and self-sufficiency. The 8th graders tend to join the class very dysregulated and need confidence boosts. Once they are provided with this support, they are more engaged and willing to work hard.
- Student story examples:

- During a math session, one student was very dysregulated and was disrupting others. He would repeat that he was “dumb.” Once the TA sat down next to him and helped him read through the math problem, he was able to refocus and work through the problem. As the TA cheered him on, the student began to hype himself up, saw that he was capable, and confidently completed his math task.
- On one occasion, a student asked some of the TAs if they believed in him. They responded that of course they did. The student then proceeded to mention that he wanted to “get out of the hood.” Both TAs mentioned that they also grew up in neighborhoods similar to his and both were able to go to college and work on their dreams. This student became curious and proceeded to ask questions about college life. He then shared that he enjoys rapping and once he completed his work for the day, he had one of the TAs listen to his song.

**How Teaching Assistants are Supporting the Class:**

- Teaching assistants are primarily supporting math and reading fluency sessions through supporting students with task initiation, staying on task, and motivation. Teaching assistants are also currently providing both individual and group content support (with a slight penchant for individual content support).

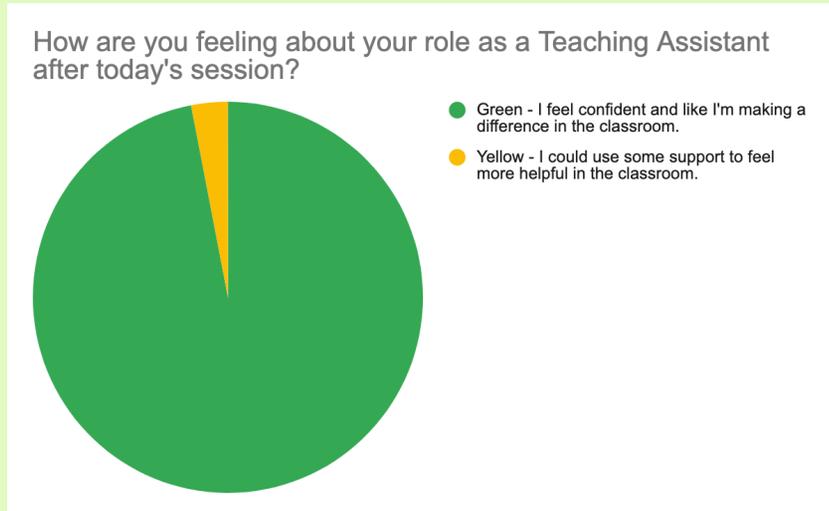


**Teacher Feedback:**

- Teachers have shared that they are grateful for the TAs. They mentioned that they appreciate the TAs working with students one on one and in small groups. This enables all students to receive more individualized attention.
- Teachers and staff have also communicated appreciation for the TAs stepping up and leading the class when one of the teachers didn't show up for the Saturday intervention.

**Teacher Assistant Feedback**

- A comprehensive initial training and ongoing support in the form of session debriefs and weekly team meetings has translated to high confidence and impact among teaching assistants.
- Additionally, teaching assistants received continued pedagogical training during students' Spring Break.



**Case Study 3: Axiom Learning & Boston Public Schools Partnership**

Axiom Learning and Boston Public Schools have worked together since Fall 2021 to provide an Executive Functioning curriculum and small group SAT support for high schoolers at New Mission High School.

**SY 2021 - 2022: EF Curriculum Licensing**

- Axiom Learning provided ongoing support and access to an Executive Functioning curriculum to all homeroom teachers at New Mission High School for usage with all students (463 students; 38 teachers).

		<p><b>SY 2021 - 2022: Small Group SAT Workshops</b></p> <ul style="list-style-type: none"> <li>• Axiom Learning provided an opt-in twice-weekly small group SAT workshops for juniors at New Mission High School.</li> <li>• Services provided include: initial and mid-support diagnostics to gauge baseline and student progress, tailored SAT sessions with strategy introduction and repeated practice, and regular progress monitoring and reporting to relevant school parties and students' families.</li> </ul> <p><b>New Mission High School, Boston, MA</b></p> <ul style="list-style-type: none"> <li>• Axiom Learning has extensive experience with clients of similar size and complexity to Region 10 ESC. For example, we have ongoing contracts to provide tutoring services across a wide range of subjects for K-12 schools within urban public school districts. Axiom currently supports students at New Mission High School in Boston, MA where the current student population is 97.6% minority (56% Black/African-American; 40% Hispanic/Latino).</li> </ul> <p><b>Developmental Services, Brockton, MA</b></p> <ul style="list-style-type: none"> <li>• In partnership with the Department of Developmental Services of Brockton, MA, Axiom Learning has provided customized support for students who were identified by their social workers as being high risk, transient, and/or requiring development of academic as well as SEL-based skills. Axiom Learning provided the key skills of success for these students under uniquely stressful socioeconomic circumstances. In addition, we provided the documents and reporting required for operation within this large governmental system.</li> </ul>
	<p><i>What distinguishes your services from your competitors?</i></p>	<p>Unlike many other providers, our mission is to <b>integrate research with evidence and pedagogy with practical experience and technical teaching expertise</b> in order to benefit students from every background. In order to address students' needs directly, Axiom Learning has built a battery of assessment tools and technology platforms that offer teachers actionable data to inform and improve their efforts. As the only group that is advised by Harvard, the Gates Foundation and McKinsey, along with leading experts in special education and school administration, our curriculum is recognized by many around the country as the most impactful for students with special challenges.</p>
<p>Sustainable system of recruiting, screening, and onboarding tutors, counselors, and professional development consultants</p>	<p><i>Provide a description of your system for recruiting and retaining talented and accredited tutors, counsellors, and professional development consultants.</i></p>	<p><b>Recruitment and Retention</b></p> <p>Axiom boasts an exemplary record in retaining staff by taking care of people via adherence to Human Resources Best Practices. Central to Axiom's practices is offering our faculty a <b>living wage</b>. Unlike our competitors, Axiom believes it is critical to provide our tutors with a living wage. In doing so, Axiom is not only able to recruit top talent but also retain these employees thereby increasing the overall experience and expertise that Axiom is able to provide its district</p>

partners. This, coupled with a committed investment in our faculty's future with ongoing training, and excellent benefits, gives Region 10 ESC critical staff continuity.

Axiom Learning follows a disciplined approach to staffing that delivers the best talent with the right skills and characteristics to maximize personnel stability and optimal outcomes. Axiom Learning's recruiting, assessment, candidate selection, and employee training investment process is highly selective and ensures we hire and retain professionals who meet our rigorous standards for subject matter expertise, commitment to student success, teaching effectiveness, and engaging personalities. The stringent selection process ensures that candidates proposed to support the the program possess the desired qualifications commensurate with Region 10 ESC's. Axiom Learning's proven recruiting process also results in elevated levels of team cohesion and exceptionally high retention rates.

Our approach focuses on drawing from desirable Axiom Learning personnel assets and new hires. Recruiting qualified candidates starts with a detailed and accurate job description, including education and qualification requirements, to ensure the person selected can provide immediate support upon hire. We begin with the Scope of Services requirements and then work with our hiring manager to define a comprehensive job description. From there, we tap numerous sources:

Source	Description
Internal	Faculty referral incentive program, from current employees, provide a consistent source of applicants.
External	Dynamic, multi-layered network to include Online Sites and staffing agencies Axiom Learning continuously sources candidates through numerous online services, including ZipRecruiter.com, Indeed.com, LinkedIn, Monster.com, Dice.com, and Hotjobs.com. We also frequent commercial job fairs and college career fairs.
Local Engagement	In addition, we employ innovative recruiting relationships with local community establishments, organizations, and colleges/universities.

*Describe your screening/background check process and any policies that ensure the safety of students and staff.*

Our stringent 'five stage' *screening process* characterizes our recruitment process:

Stage	Description
One	Once the potential candidate's job matches have been identified, the individual is first interviewed by telephone, as well as in person, for their subject matter expertise, commitment to

			student success, teaching effectiveness, and engaging personalities. <b>More importantly, Axiom’s potential hires go through a teaching evaluation (i.e. mock lesson) in addition to the more traditional interview questions.</b>									
		Two	The shortlisted candidates then undergo a written questionnaire and a series of pedagogical and subject-specific tests prepared by our education team based on their area of expertise to gauge applicants’ professional depth and capability.									
		Three	After their ability has been considered acceptable, our candidates are interviewed for cultural fit.									
		Four	These candidates must then undergo stringent background checks for any past criminal records. This screening methodology will ensure that the best possible candidates are selected for all positions and ensure the safety of Region 10 ESC students, faculty, and staff.									
		Five	Lastly, the selected candidates undergo an “immersion” process comprising orientation on corporate culture, teachers/administrator expectations, contract and task order requirements, and communication process									
	<i>Describe your onboarding process for new tutors, counsellors, and professional development consultants.</i>	<p><b>Training and Development</b></p> <p>Each new hire added to the existing team is partnered with a mentor to ensure a seamless transition into Axiom Learning’s team and Region 10 ESC operations. <b>Axiom’s rigorous Training Plan includes initial and ongoing modules</b>, including:</p> <table border="1"> <thead> <tr> <th>Module</th> <th>Key Objectives</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>Module 1: Introduction to Axiom &amp; Pedagogical Principles Overview</td> <td>- Encompass the Axiom principles framework when interacting with students</td> <td>1 hour</td> </tr> <tr> <td>Module 2: Understanding &amp;</td> <td>- Understand how to apply</td> <td>2 hours</td> </tr> </tbody> </table>		Module	Key Objectives	Duration	Module 1: Introduction to Axiom & Pedagogical Principles Overview	- Encompass the Axiom principles framework when interacting with students	1 hour	Module 2: Understanding &	- Understand how to apply	2 hours
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		Implementing Axiom's CARE Framework	the CARE framework as a primary tool for approaching work with students	
		Module 3: Interacting with New Students	<ul style="list-style-type: none"> <li>- Confidently and positively interact with new students, and implement a designed lesson plan</li> </ul>	2 hours
		Module 4: Session Reporting & Parent Updates	<ul style="list-style-type: none"> <li>- Understand the why and how of student updates and parent emails</li> <li>- Be equipped with the tools for unexpected parent and teacher communication</li> </ul>	1.5 hours
		Module 5: Lesson & Long-Term Planning	<ul style="list-style-type: none"> <li>- Plan with long-term objectives and benchmarks</li> <li>- Create session objectives and design session activities and formative assessments</li> </ul>	1.5 hours
		Module 6: Understanding & Adapting to Student Profiles (Including Challenging Behaviors)	<ul style="list-style-type: none"> <li>- Understand and adapt to different student profiles</li> <li>- Implement growth mindset as a key session framework</li> <li>- Understand and effectively respond to challenging behaviors</li> </ul>	1.5 hours
		Module 7: Assessing Student Progress	<ul style="list-style-type: none"> <li>- Gain knowledge of pre and post assessments by support type</li> <li>- Learn how to carry out</li> </ul>	1.5 hours

			<p>both formative and summative interim assessments to gauge and report student progress</p>	
	<p><i>Outline any continuing education you offer or encourage your tutors, counsellors, or consultants to take to improve their ability to serve public agencies.</i></p>	<p><b>Continuous Support</b></p> <p>Axiom Learning is unique in continuing to offer training and continuous support to all of our tutors, even after they have received their orientation training. This continuous support is provided by our team of master teachers, all of whom have at least five (5) years of experience (most have much more).</p> <p>Continuous support also means that if any of our tutors are struggling with a particular student (or students), they are not working alone. This point is especially crucial because most competing providers are (as one principal put it to us recently) just providing 'bodies' to be in the classroom with the kids but not actually doing anything meaningful in supporting their learning. Our ongoing commitment is always to helping every student succeed.</p>		
	<p><i>Describe any other value-added services or products such as books, curriculum, or online offerings.</i></p>	<p><b><u>Virtual Tutoring Services</u></b></p> <p>If requested, Axiom Learning can provide remote learning based on Region 10 ESC's preferences. When remote learning is requested, Axiom will leverage our web platform (run through Content2Classroom) to enable the delivery of synchronous tutoring, via widely accessible platforms (Zoom, Google, Meet, etc.), online curricula, and integration with the Student Information Systems and Learning Management Systems used by schools.</p> <p><b><u>Approach to Professional Development</u></b></p> <p>Axiom Learning strives to provide professional development for Region 10 ESC that is:</p> <ul style="list-style-type: none"> <li>● Relevant to teacher and administrator needs</li> <li>● Focused on assisting educators with planning and improvement</li> <li>● Teacher-driven and highly interactive</li> <li>● Inclusive of practical strategies that can be replicated in the classroom</li> <li>● Sustainable over time</li> </ul> <p>At Axiom Learning, we focus on facilitating training and development, rather than instructing. We foster experiences in lieu of lectures, we engage and learn from educators, and we encourage a dialogue in which educators share their own experiences related to the subject matter. In order to ensure that multiple voices are represented, we provide a diverse set of</p>		

instructors throughout the professional development process, which fosters connection, representation, and sensitivity to cultural and ethnic diversity.

Our Professional Development and Mentoring Services offering is goal-driven and includes agendas, objectives, and an appropriate time for reflection on what educators have learned at the end of each session. We help educators leverage those reflections into their own teaching practices. Building a sustainable and collaborative community of educators is a priority for Axiom Learning. To that end, we focus on collaborative learning that includes small group, large group, and grade-level teams.

Our goal, after a Professional Development or Mentoring experience, is for educators to feel empowered and confident in their identity as teachers, paraprofessionals, and school leaders with ownership over their curriculum.

Axiom Learning has a wide breadth of supplemental instructional programs designed to achieve academic standards, improve standardized test scores, and provide college / career ready courses, certifications, and opportunities beyond a high school diploma.

All of our instructional programs are highly evidence-based and incorporate the latest research in neurobiology, psychology, and education. Additionally, supplemental programs are aligned to college and career readiness skills and standards.

Axiom Learning's instructional programs include:

#### **Reading**

- [Bookworm Express:](#)

- This program was designed for K-12 students that are looking to strengthen their reading skills whether they are behind, ahead, or right at grade level expectations. It also addresses the underlying executive functioning skills and cognitive processing skills specific to reading as well as the sensory motor skills that are protective against cognitive risk factors for reading difficulties.
- Bookworm Express emphasizes the underlying skills necessary for skillful reading such as phonological awareness, decoding, reading fluency, comprehension, and vocabulary.
- Additionally, students learn strategies on how to approach reading for greater comprehension, fluency, and enjoyment.

#### **Mathematics**

- [Numeracy Express:](#)

- This program was designed for K-12 students that are looking to strengthen their math skills whether they are behind, ahead, or right at grade level expectations.
- Numeracy Express addresses the underlying cognitive processing and sensory-motor skills

specific to numeracy such as retrieval of arithmetic facts, skill with visuospatial representations of mathematical information, and procedural skills for problem solving. It also addresses the executive functioning skills necessary for mathematical problem solving, self-questioning, and self-monitoring essential for academic success.

- In addition to filling in content gaps, Numeracy Express helps develop a consistent math workflow to approach math problems with confidence through question comprehension, identifying concepts, showing your work, and identifying errors.

### **English Language Arts**

- Wordsmith Express:

- This program was designed for K-8 students that are looking to strengthen their reading skills whether they are behind, ahead, or right at grade level expectations. Wordsmith Express addresses the underlying fine motor skills related to handwriting and keyboarding as well as the cognitive processing and executive functioning skills required for planning, reviewing, revising, and self-regulation during the writing process such as working memory and auditory processing.
- Wordsmith Express bolsters the core writing skills of elaboration, revision, and presentation. Through the program students also develop their own multi-stage editing process. This multi-faceted approach facilitates the connection between ideas in students' brains and words on the page.

### **Alternate Academic Achievement**

- EF Express:

- This program was designed for K-12 students that struggle academically due to their approach to learning rather than with the content at hand. EF Express emphasizes developing and strengthening the executive functioning skills necessary to developing an adaptable approach to learning such as time management, organization, study skills, planning, and initiation.
- Every session emphasizes transference of executive function skills - usually in the form of homework initiation and completion. Leads to a greater sense of ownership and initiation around homework.

- Social Emotional Learning:

- Social-Emotional Express: this program was designed for K-12 students that struggle with emotional regulation, self expression, and/or adapting to new social settings. This program primarily highlights the executive functioning necessary for greater social-emotional understanding such as building frustration tolerance, bolstering state awareness, and

reinforcing underlying sensory motor and processing skills. Students develop flexible thinking, social-cognition, and decision-making techniques as well as learn about how the mind works and build self-confidence by exercising a growth mindset. Many students with ASD and ADHD find this program especially helpful.

- College Readiness & Career Readiness

- Transitions & Life Readiness: fostering independence through building habits of success

- Early Learning

- Regulation Express: this program was designed for K-12 students with high anxiety and/or general behavioral challenges. It primarily emphasizes self-regulation strategies and activities as well as strengthening sensory-motor skills to alleviate underlying causes of dysregulation. Helps students in particular establish strong foundations for a lifetime of joyful learning and fosters independence through self-regulation. Many students with ASD find this program especially helpful.

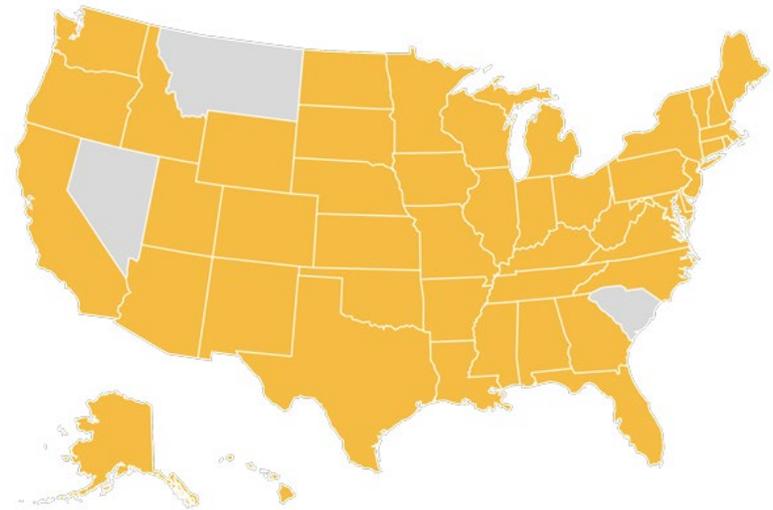
Axiom Learning’s school partners typically appreciate the following characteristics, which distinguish Axiom from our competitors:

- **Comprehensive Training:** We offer extensive training (10-80 hours) to our faculty
- **Subject Matter Expertise:** We cover the entire academic curriculum while also supporting the social-emotional learning needs of students.
- **Frictionless Implementation:** We work hard to minimize the burden on teachers and schools by proactively communicating with stakeholders and employing a dedicated project manager.
- **Ongoing Support for Faculty:** We provide faculty with regular check-ins with our Education Team of master teachers (5+years). We also conduct spot reviews of sessions and expanded support for the most challenging students.
- **Holistic Academic Support:** Beyond academics, we support students in acquiring the skills to learn how to learn and be in a ready-to-learn state. This allows students to develop skills to fill gaps on their own.
- **Evidence-based Systems:** We have invested 150k+ hours into building systems that promote efficacy while also achieving efficiency.
- **Easy-to-use Assessments and Trackers:** As part of our instruction we provide trackers & regular reporting, which provides teachers with easy-to-understand, actionable data.
- **Special Education Experts:** Expertise working with a wide array of learning differences and special needs students.
- **Healthy Wages:** Living wages, beyond moral reasons, promote retention & attract top talent.

Ability to integrate with existing curriculum

*Please describe how your tutors, counsellors, or consultants ensure that they are reinforcing the client's curriculum and culture.*

## AXIOM WORKS IN 46 STATES



We have had the privilege of working in forty-six (46) states across the country. Leveraging our robust recruitment and retention plan, we will deploy teams across the state in order to support all districts. In addition to encompassing the core content areas of English language arts, mathematics, science, and English language development, our faculty are specially trained to align lessons to each school/ school district's individual curriculum and with unique learning profile and distinct academic and socio-emotional needs of our students.

Staff retention at Axiom Learning is integral to supporting all of the students we work with. In order to promote and maintain innovative and dynamic support, Axiom fosters an environment that encourages teamwork and inclusivity amongst all of our team members. Axiom has created a culture where staff members are encouraged to attend or lead a variety of professional development opportunities, which contribute to continued growth and increased morale.

Axiom Learning also offers **continuous professional development and training**, presenting a value-added option for teachers. By also drawing from the community, we create long-lasting relationships and partnerships between the students, tutors and stakeholders, while simultaneously investing in the community. This means that the talent level of our tutors (when combined with the training we provide as described above) is **always** higher than anyone else's.

		<p>Our highly successful recruitment and retention program means that we are uniquely successful in our ability to get and support <b>tutors who speak multiple languages (particularly Spanish, Tagalog, Punjabi, Arabic, Amharic, Portuguese, Mandarin, Punjabi and Khmer, among others)</b>. Additionally, our faculty are specially trained to adjust lessons for the unique learning profile and distinct academic and socio-emotional needs of our students, including but not limited to Mathematics, Reading, AP curriculum, Writing, Chemistry, Physics, Biology, Spanish, Engineering, Computer Programming, Statistics, and more.</p> <p><b>Cultural and Ethnic Diversity</b></p> <p>Axiom Learning understands how significant cultural and ethnic alignment can be in impacting a student’s learning performance. For this reason, tutors are drawn from within the community. Having a shared cultural context can lead to long-term connections with students, creating life-long benefits for students.</p> <p>Worth noting, also, is that we are uniquely successful in our ability to get and support tutors who speak multiple languages (including <b>Spanish, Tagalog, Punjabi, Amharic and Khmer, among others</b>) and are specifically adept at supporting <b>English Language Learners</b>.</p> <p>Axiom is happy to send additional CVs of people who will be creating any content or delivering services in addition to the tutoring described in this RFP.</p>
<p>Ability to maintain student privacy standards</p>	<p><i>Explain any policies or procedures your company uses to ensure the privacy and proper handling of student and staff data.</i></p>	<p>Every member of the Axiom Learning faculty must meet a high standard of conduct, and we perform due diligence to ensure that every student is safe. As part of our safety protocols, Axiom has designed a <b>Tutor Code of Conduct</b> to ensure the safety and well-being of our students, tutors, and Region 10 ESC staff and to conform to Region 10 ESC’s regulations.</p> <p>All of our tutors are screened prior to working with any students. Our PM collaborates with Region 10 ESC stakeholders to ensure that we utilize background checks that conform to State and Region 10 ESC requirements.</p> <p><b><u>Axiom Learning’s Pledge to Safeguard Student Privacy</u></b></p> <p>Axiom Learning is honored to be entrusted by educators and families to support their educational needs and school operations. We take responsibility to both support the effective use of student information and safeguard student privacy and information security.</p> <p>As a trusted partner to schools – including their teachers, students and parents – we manage student data, carry out school operations, support instruction and learning opportunities, and develop and improve products/services intended for educational/school use. In so doing, it is critical that we continue to build trust by effectively protecting the privacy of student information and communicating with Region 10 ESC stakeholders about how student information is used and safeguarded.</p>

We pledge to carry out responsible stewardship and appropriate use of student personal information according to the commitments below and in adherence to all laws applicable to us as school service providers.

We Commit To:

*✗ Not collect, maintain, use, or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.*

*✗ Not sell student personal information.*

*✗ Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.*

*✗ Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.*

*✗ Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.*

*✗ Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.*

*✓ Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher or the parent/student.*

*✓ Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.*

*✓ Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.*

*✓ Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.*

		<p>✓Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.</p> <p>✓Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.</p>
Customer service/problem resolution	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.) and your company's procedures for addressing problems or complaints about tutors, counsellors, or consultants.</i></p>	<p><b>Quality Control Plan</b></p> <p>Axiom Learning's Quality Control Plan (QCP) ensures that we will meet every requirement while supporting Region 10 ESC. It describes quality related activities associated with the delivery of services as well as defining the structures, processes, and quality procedures followed to preempt deficiencies and ensure total quality in terms of strategic intent, service delivery, and expected outcomes. As the foundation for established plans and procedures used to verify acceptable quality and complete deliverables, our QCP demonstrates and ensures effectiveness, efficiency, soundness, and high-quality services built upon four key activities: Quality Baseline, Quality Assurance, Quality Control, and Continuous Improvement.</p> <p>Axiom utilizes industry best practices and proven quality frameworks for all tutoring service delivery and professional development efforts. Establishing a Quality Baseline to standardize processes across the Student Tutorial Services program, combined with thorough Quality Assurance and Control functions, results in <b>reduced risk</b> through a deep understanding of Region 10 ESC requirements, effective quality control during all implementation stages, and continuous monitoring of service delivery. We <b>minimize costs</b> through repeatable, efficient processes that use efficient tools to complete objectives correctly from initial conception to completion, without requiring substantial rework to correct deficiencies or add functionality due to improper planning and development. Delivering consistent, correct services also allows us to stay <b>on schedule</b>, and project metrics enable corrective action to be applied as soon as possible in the event of a setback or unforeseen impediment. Self-Inspection and Continuous Improvement processes ensure top quality task performance and delivery of technically sound, on-time, on-budget services are <b>maintained throughout the period of performance</b>.</p> <p><b>Quality Baseline</b></p> <p>Effective quality baselines begin with the use of formulated methodologies and repeatable processes that limit the margins for error. Axiom Learning uses tested, repeatable methods and reusable templates to guide our work for Region 10 ESC. We customize the selected tools and templates at the outset of the project to capture all Region 10 ESC requirements and to infuse a comprehensive understanding of quality expectations. Typically,</p>

customizations include adapting specific standards, nomenclature, acronyms, reporting deadlines, and other elements specific to Region 10 ESC’s learning environment. Once defined, we draft and review explicit use and guidance instructions to accompany each document. In conjunction with the standardized methods, tools, and templates, Axiom Learning establishes explicit metrics for use in assessing quality. Our quality metrics are depicted below:

Quality Metric	Quality Parameters	Data Collection Metric
Overall Student Performance on state assessments will improve	<ul style="list-style-type: none"> <li>• Performance will improve at least 2 to 3 percentage points over MAAP</li> <li>• Overall student performance on Progress Monitoring Instrument will meet the growth targets as defined by Region 10 ESC</li> </ul>	<ul style="list-style-type: none"> <li>• Assessment data review</li> </ul>
Teachers will use instructional strategies in daily lesson plans and classroom observation	<ul style="list-style-type: none"> <li>• Axiom Learning will utilize differentiation of instruction, use of higher order questioning skills, problem solving, critical thinking, and formative assessments</li> </ul>	<ul style="list-style-type: none"> <li>• Review of daily lesson plans and classroom observation</li> </ul>
Timeliness	<ul style="list-style-type: none"> <li>• Axiom Learning provides each service delivery at the agreed upon date and time per the project schedule.</li> </ul>	<ul style="list-style-type: none"> <li>• Scheduled delivery due date vs. actual delivery date.</li> </ul>
Teacher/administrator Satisfaction	<ul style="list-style-type: none"> <li>• Services delivered are clear, concise, and logical in their presentation of information.</li> <li>• Axiom Learning collaborates with Region 10 ESC during delivery planning to agree upon the outline and format.</li> </ul>	<ul style="list-style-type: none"> <li>• Documented outline and format required per service delivery vs. actual delivery format.</li> </ul>
Responsiveness	<ul style="list-style-type: none"> <li>• Axiom Learning acknowledges all inquiries by the Region 10 ESC POC within 24 hours.</li> </ul>	<ul style="list-style-type: none"> <li>• Email timestamp of inquiry vs. email timestamp of acknowledgement</li> </ul>

	<ul style="list-style-type: none"> <li>• Axiom Learning responds to issues identified by the Region 10 ESC POC within the agreed upon timeframe.</li> </ul>	<ul style="list-style-type: none"> <li>• Email timestamp of feedback provided vs. email timestamp of feedback incorporation.</li> </ul>
Professionalism	<ul style="list-style-type: none"> <li>• Axiom Learning treats all Region 10 ESC personnel and students with dignity and respect.</li> <li>• There are no unresolved complaints about Axiom Learning.</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher/ administrator evaluations</li> </ul>
Composition	<ul style="list-style-type: none"> <li>• Each service delivery conforms to the specified requirements for content.</li> <li>• Axiom Learning reviews the content requirements and document discussions with Region 10 ESC personnel prior to service delivery.</li> </ul>	<ul style="list-style-type: none"> <li>• Documented content required per delivery vs. actual content included in delivery.</li> </ul>

**Quality Assurance**

Quality Assurance has two primary elements: measurement and management. These elements apply to all services, schedules, and cost containment efforts issued under this contract. Our approach leverages a combined team effort to attain contractual quality standards and sustain the quality of our performance from task inception through completion. Our approach builds quality into each task using periodic assessment/inspection, random sampling, and Region 10 ESC stakeholder, student, and parent feedback to assure satisfactory performance. Any quality deficiencies are reported in accordance with contractual requirements and corrected at no cost in accordance with established internal quality remediation processes and procedures.

Following the establishment of the quality baseline, Axiom Learning builds the quality assurance tools and services that underscore our commitment to quality outputs in support of Region 10 ESC. Our quality assurance process relies on a series of peer and escalating management-level reviews in advance of delivery. This process improves the final delivery, allows for the incorporation of stakeholder feedback, and helps to underscore the importance of setting and communicating deliverable expectations. Axiom Learning maintains and updates detailed review procedures for all services. Additionally, our Project Manager uses a matrix to guide reviews and ensure quality for all work products.

### Quality Control

Axiom Learning's Project Manager uses industry best practices to establish processes and guarantees Region 10 ESC that a Quality Management System (QMS) for managing quality and performance is in place. Each program also develops a QC/QA Plan, which aligns with the QMS and provides additional customized details for each contract. The program QC/QA Plan includes the quality policy and objectives for the team; the process for the creation, implementation, and validation of Standard Operating Procedures (SOP); reinforcing Axiom Learning's Core Values; Management Reviews, and a formal Corrective and Preventive Action (CAPA) process, which defines and eliminates causes of non-conformance.

### Self-inspection Plan

Axiom Learning performs quality control through our **Self-Inspection Plan**. Quality control focuses on compliance with documented processes and procedures throughout an engagement. Our activities for this process step include auditing quality process compliance, monitoring service delivery and issues, and accurately tracking and reporting on their resolution and closure. Axiom Learning conducts Project Status and monthly In-Process Reviews regularly with Region 10 ESC personnel as well as personnel from other affected groups. Axiom Learning keeps Region 10 ESC informed and routinely updated on progress. Reviews, such as these, help identify recurring quality trends or escalating issues and enable the project team to initiate action plans to correct potential areas of weakness.

### Continuous Improvement

Axiom Learning's action item tracking system establishes corrective action dates and provisions for verifying that agreed-upon quality corrective measures have been implemented. Any services and process performances that do not conform to specifications, as revealed in an audit or in-flight review, are subject to corrective action. Axiom Learning believes in proactively assessing our own work, including finding, communicating, and correcting or mitigating problems and issues immediately. We do not expect our teachers/ administrators to do this for us. We have proven methods for evaluating our own performance and assessing the acceptability of our work. Axiom Learning's proven process for ensuring we are performing at the highest levels possible and that our work is of the highest possible quality is illustrated below.

The Define, Measure, Analyze, Improve, and Control (DMAIC) method provides a high-level view of our proven process:

- ◆ **Defining** the purpose of the work and its scope is critical at the program and project level as well as at the work product level. Doing this, we can provide clear direction, assign responsibilities, and empower personnel to perform their best work. Along with defining the work itself, we also define performance measures so that our efforts can be measured.

		<ul style="list-style-type: none"> <li>◆ <b>Measuring</b> is the gathering of data to support the defined performance measures. <b>Teacher/ administrator evaluations</b> and student feedback is the most important component of the measuring process.</li> <li>◆ We then <b>Analyze</b> the data against the defined measures and produce a report recommending improvements to meet or continue to exceed the defined measures.</li> <li>◆ <b>Improvements</b> are then made and reviewed by Region 10 ESC’s management staff to ensure that the work meets our standards of quality and acceptability.</li> <li>◆ The final step is <b>Controlling</b> the current outcomes and ongoing efforts to ensure that the highest quality is maintained.</li> </ul> <p>The key to making this process successful is the definition of applicable performance measures. Every process step is important, but improvements cannot be made that target the correct areas if the right measures are not defined. Defining performance metrics at these levels allows us to continually contribute to the overall program’s success by ensuring we perform each task activity at the highest level possible and provide work products that are high quality, accurate, and timely.</p>												
Contract implementation / Customer onboarding	Describe how you onboard customers with your services to ensure success.	<p><b><u>Onboarding and Task Management Plan</u></b></p> <p>Our dedicated Project Manager (PM) will be responsible for developing a Task Management Plan (TMP), which defines the approach and methodologies for planning, monitoring, controlling, executing, and closeout activities to cover all Scope of Work tasks. All activities and processes performed will be in accordance with this plan or subordinate plans listed in subsequent sections of this proposal. This document also describes the organization and roles and responsibilities. The long-term objectives of the TMP are to:</p> <table border="1" data-bbox="821 906 2045 1414"> <thead> <tr> <th colspan="2" data-bbox="821 906 2045 992"><b>Objectives of the TMP</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="821 992 1173 1110">Standardized Processes</td> <td data-bbox="1173 992 2045 1110">Enable rapid implementation of Student Tutorial Services yet remain flexible enough to allow for adjustments that do not disrupt services and schedules.</td> </tr> <tr> <td data-bbox="821 1110 1173 1159">Program Planning</td> <td data-bbox="1173 1110 2045 1159">Clear processes, procedures, and task management.</td> </tr> <tr> <td data-bbox="821 1159 1173 1245">Integrated Work Approaches</td> <td data-bbox="1173 1159 2045 1245">Synchronize with Region 10 ESC’s overarching strategic plan, deliverables, key dependencies, and expected outcomes.</td> </tr> <tr> <td data-bbox="821 1245 1173 1330">Management of Program Risks</td> <td data-bbox="1173 1245 2045 1330">Address risk quickly and appropriately to promote successful completion of all tasks.</td> </tr> <tr> <td data-bbox="821 1330 1173 1414">Communication, Monitoring, and Control</td> <td data-bbox="1173 1330 2045 1414">Facilitate effective collaboration and oversight between Axiom Learning and Region 10 ESC as part of program execution.</td> </tr> </tbody> </table>	<b>Objectives of the TMP</b>		Standardized Processes	Enable rapid implementation of Student Tutorial Services yet remain flexible enough to allow for adjustments that do not disrupt services and schedules.	Program Planning	Clear processes, procedures, and task management.	Integrated Work Approaches	Synchronize with Region 10 ESC’s overarching strategic plan, deliverables, key dependencies, and expected outcomes.	Management of Program Risks	Address risk quickly and appropriately to promote successful completion of all tasks.	Communication, Monitoring, and Control	Facilitate effective collaboration and oversight between Axiom Learning and Region 10 ESC as part of program execution.
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Processes

Axiom Learning’s TMP approach incorporates our lessons learned from thousands of successful tutoring sessions, which constantly enhance the quality of our methods, processes, and overall framework guidance. This provides a structured approach to service delivery and outlines the initial critical components that achieve program success.

**Implementation Timeline for Tutoring Services**

1 Day	<ul style="list-style-type: none"><li>• Axiom Learning’s dedicated project manager meets with the Region 10 ESC point of contact. The goal of the meeting is to identify existing school structures and needs in order to propose a personalized Curriculum Implementation plan.</li></ul>
7 Days	<ul style="list-style-type: none"><li>• Axiom Learning proposes a final personalized Curriculum Implementation plan individualized to Region 10 ESC and school needs.</li><li>• Axiom Learning provides printed materials to schools.</li><li>• Axiom Learning runs a live onboarding training for all relevant parties to ensure frictionless implementation of the curriculum (training can also be run virtually or through self-paced videos if preferred).</li></ul>
Monthly	<ul style="list-style-type: none"><li>• Axiom Learning’s dedicated project manager communicates with the Region 10 ESC point of contact about updates, data analysis, and any questions or obstacles that have arisen.</li></ul>
Ongoing	<ul style="list-style-type: none"><li>• All relevant Region 10 ESC stakeholders have access to ongoing support in the form of help pages, emails, and phone calls should any questions or additional needs arise.</li></ul>

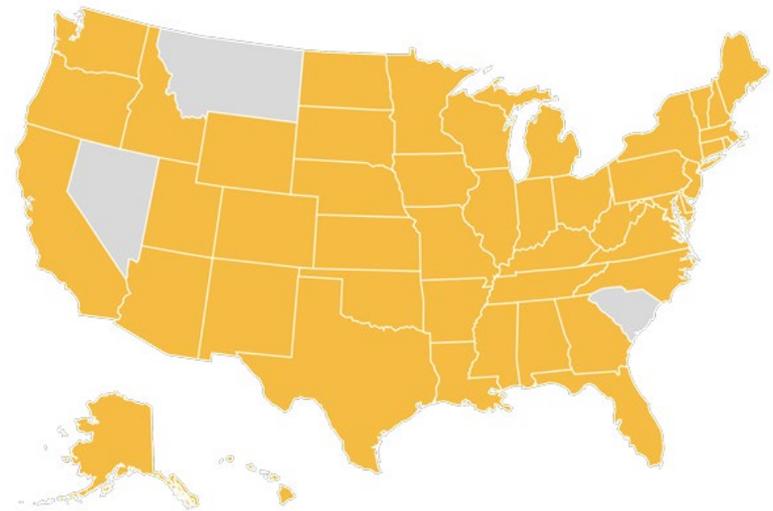
**Implementation Timeline for Professional Development**

1 Day	<ul style="list-style-type: none"><li>• Axiom Learning’s dedicated program manager meets with the Region 10 ESC point of contact. The goal of the meeting is to identify existing school structures and needs in order to propose a personalized Professional Development plan.</li></ul>
7 Days	<ul style="list-style-type: none"><li>• Axiom Learning proposes a final, personalized Professional Development plan individualized to Region 10 ESC and school needs.</li><li>• Professional development topics, schedules and other logistics are finalized with the Region 10 ESC point of contact.</li></ul>

		Monthly	<ul style="list-style-type: none"> <li>Axiom Learning’s dedicated program manager communicates with the Region 10 ESC point of contact about upcoming professional development logistics and adapts the Professional Development plan accordingly. Updates and data analysis on professional development sessions is shared.</li> </ul>
Financial condition of vendor	<p><i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters</i></p> <p><i>What was your annual sales volume over last three (3) years?</i></p>	<p>Axiom Learning certifies that we have the financial capacity to perform the obligations of the contract as detailed in the RFP. Axiom Learning has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Axiom. Entering into this contract is not prohibited by any contract or any order by any court of competent jurisdiction.</p> <p>\$1.3M</p>	
Other factors relevant to this section as submitted by the Respondent	<p><i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i></p>	<p>Axiom deploys <b>innovative technology and assessment tools</b> to track and present metrics easily and for direct action by teachers and other stakeholders. This improves effectiveness and saves time, creating a virtuous cycle for teachers, students, tutors, and parents.</p> <p>Our assessment and reporting technologies and tools allow stakeholders to <b>track and share verifiable evidence of progress</b> as well as configure <b>alerts for follow-up with struggling students</b>. By informing all stakeholders — from parents and students to tutors and teachers — of the goals and progress, coordination of education plans is less time-consuming and more effective, resulting in a win-win for all involved, especially the students.</p> <p>Additionally, we are well equipped to quickly provide ad-hoc management reports as requested by Region 10 ESC.</p>	

*States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.*

## AXIOM WORKS IN 46 STATES



We have had the privilege of working in forty-six (46) states across the country. Leveraging our robust recruitment and retention plan, we will deploy teams across the state in order to support all districts. In addition to encompassing the core content areas of English language arts, mathematics, science, and English language development, our faculty are specially trained to align lessons to each school/ school district's individual curriculum and with unique learning profile and distinct academic and socio-emotional needs of our students.

Staff retention at Axiom Learning is integral to supporting all of the students we work with. In order to promote and maintain innovative and dynamic support, Axiom fosters an environment that encourages teamwork and inclusivity amongst all of our team members. Axiom has created a culture where staff members are encouraged to attend or lead a variety of professional development opportunities, which contribute to continued growth and increased morale.

Axiom Learning also offers **continuous professional development and training**, presenting a value-added option for teachers. By also drawing from the community, we create long-lasting relationships and partnerships between the students, tutors and stakeholders, while simultaneously investing in the community. This means that the talent level of our tutors (when combined with the training we provide as described above) is **always** higher than anyone else's.

		Our highly successful recruitment and retention program means that we are uniquely successful in our ability to get and support <b>tutors who speak multiple languages (particularly Spanish, Tagalog, Punjabi, Arabic, Amharic, Portuguese, Mandarin, Punjabi and Khmer, among others)</b> . Additionally, our faculty are specially trained to adjust lessons for the unique learning profile and distinct academic and socio-emotional needs of our students, including but not limited to Mathematics, Reading, AP curriculum, Writing, Chemistry, Physics, Biology, Spanish, Engineering, Computer Programming, Statistics, and more.
	List the number and location of offices, or service centers for all states being proposed in solicitation	Axiom Learning 1506 90th PL NE Clyde Hill, WA 98004 (844) 558-0406 schools@axiomlearning.com
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	N/A
<b>Qualification and Experience (25 Points)</b>		
Respondent reputation in the marketplace	Provide a link to your company's website.	www.axiomlearning.com
	Please provide a brief history of your company, including the year it was established.	Axiom Learning is a high-end tutoring provider founded by a group of Harvard alumni which has invested almost 15 years and over 150,000 hours into research, design, testing, iteration and implementation of optimized tutoring systems <b>for grades K-12</b> . Axiom's mission is to integrate innovative evidence-based educational tools with tutoring with the intent of scaling these tools broadly while maintaining cost efficiency in order to address long-standing issues of educational inequity. In our work with schools - particularly in distressed socioeconomic communities with large numbers of ELL and SPED students - we have found that there are prerequisites that need to be in place before learning can happen in an academic sense. Axiom has developed a proprietary system of carefully sequenced and curated activities and exercises- the CARE Framework - which provides students with the tools and structures they need to be in a ready-to-learn state as well as cutting-edge executive functioning tools to better support the academic tutoring itself in generating positive educational outcomes, while providing ample flexibility to <b>align our support to each specific grade level and content area for which services are being provided</b> .
Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, what was the timeframe for that work?	N/A

Experience and qualification of key employees

*Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:*

- \* Executive Support*
- \* Account Manager*
- \* Contract Manager*
- \* Marketing*
- \* Billing, reporting & Accounts Payable*

Contact Information for all POCs:  
(844) 558-0406  
schools@axiomlearning.com

**Executive Team**

Name	Shahzad Bhatti	
Title	Chief Executive Officer	
Experience	<p>Shahzad co-founded Axiom Learning after struggling to find adequate educational resources and support for kids that not only aid in academic life but also instill a sense of confidence and achievement. He graduated from Columbia University with a BA in Economics-Political Science and Biochemistry. He then went on to earn his MPA from Harvard University Kennedy School of Government and his JD from Harvard University Law School. Before founding Axiom Learning, Shahzad co-founded and served as the Director of Doctors Worldwide, an international medical relief organization dedicated to filling the gaps in the international relief network.</p> <p>Shahzad will manage Axiom leadership and oversee recruiting.</p>	

Name	Aisha Simon	
Title	Chief Learning Officer	
Experience	<p>Aisha received her BS in Biochemistry at University of Washington. She then went on to earn an MPH at Harvard School of Public Health and her MD at Medical College of Virginia (VCU). Aisha had a long, fruitful career in public service before becoming the Chief Learning Officer at Axiom Learning. She was the Co-Founder and Director of Doctors Worldwide, an international medical relief organization dedicated to filling the gaps in the international relief network. Since 2009, Aisha has been a critical part of Axiom Learning's growth and success.</p> <p>Aisha will manage teacher and staff development training as well as oversee the Scope of Work to be completed for this RFP.</p>	

Name	Emily Basantes	
Title	Senior Vice President	
Experience	<p>Emily grew up in the South Bronx area of New York City with her single mother and younger brother. Having received her public school education within one (1) of the lowest-funded districts within the borough, Emily had first-hand experience with the unique challenges faced in socio-economically distressed communities. Committed to making a difference in communities like her own, Emily went on to study developmental psychology at Harvard University. After earning her BA, she returned to New York City, where she worked with various hospitals and government organizations. Her work included supporting homeless children and families as well as victims of domestic violence with the Children’s Health Fund in NYC, all while earning her MS in Clinical Psychology. What Emily enjoys most about working at Axiom is having the privilege to help children identify their unique constellation of strengths and to empower them by leveraging these individual strengths to help them reach their full potential. Emily is always excited to help students develop their personal narratives to highlight how their unique strengths and experiences contribute to their academic aspirations.</p> <p>Emily will serve as supervisory personnel for the project.</p>	

Name	John-Aaron Castleberry	
Title	Senior Vice President of Finance & Operations	
Experience	<p>John-Aaron is Axiom Learning’s Senior Vice President of Operations and Finance, overseeing company revenue and financial reporting, goal setting, accounting, payroll, scheduling, and personnel management. He manages three (3) geographical regions by working with the individual regional and location managers, along with the GR, sales, education, and IT staff. John-Aaron is a military veteran with an inactive Top Secret Security Clearance, offering eight (8) years of proven experience in the US Navy, and possessing a comprehensive background in operations, administration, management, and training and development.</p> <p>John-Aaron will manage invoicing and billing.</p>	

Name	Brittany Kleiman	
Title	Vice President of Client Relations	
Experience	<p>Brittany studied Biology and Chemistry at the University of Tampa. After graduation, Brittany became an admissions officer for the University of Tampa where she learned how to manage student and parent/teacher relationships, balance student desires with needs, and manage parent expectations. Her time as an Admissions Officer inspired her to work directly with students to help them achieve their full potential and academic goals. Before joining Axiom, Brittany became a college bound mentor in the San Francisco Bay Area. Brittany will spend approximately <b>10%</b> of her time on the MTAC contract.</p> <p>Brittany has held multiple roles within Axiom Learning, starting as a local Center Director, moving up the ranks to become the National Director of Sales, and now the Vice President of Client Relations.</p> <p>As Vice President of Client Relations, Brittany oversees the enrollment process for our school team and manages a team of Enrollment Coordinators for two (2) regional sales teams.</p> <p>Brittany will coordinate contracts and purchase orders and act as the school's onboarding specialist.</p>	

**Managerial Team**

<b>Name</b>	Hannah Broido	
<b>Title</b>	Training & Development Specialist	
<b>Experience</b>	<p>Hannah studied Education and Peace &amp; Conflict Studies with a Human Rights concentration, at the University of California Berkeley. Before joining the Axiom team in 2016, Hannah worked as a literacy tutor, tracking progress for four (4) underperforming children between grades K-8. Hannah started at Axiom as an instructor, amassing over 1,000 hours of one-on-one instruction for 1st-12th grade students in a multitude of subjects. She then became a Center Director for Axiom Learning in San Francisco, where she oversaw educational objectives and one-on-one instruction for fifty (50)+ students.</p> <p>Hannah will coordinate, plan, and deliver training.</p>	

Name	Shyam Srinivasan	
Title	Education Director	
Experience	<p>Shyam graduated from New York University with a BA in Politics and Philosophy. Shyam has worked for many departments within Axiom, from supporting our Sales &amp; Retention process to providing training and ongoing professional development for our faculty. Shyam currently serves as the Education Director for California, overseeing three (3) centers with eighty (80)+ active student programs and staff, including two (2) Center Directors, and twenty (20)+ instructors. Shyam has designed and implemented a system to provide ongoing faculty support through biweekly small group discussions around student progress.</p> <p>Shyam will oversee ELA curriculum development and deliver trainings.</p>	

Name	Alex Kang	
Title	Director of Project Management	
Experience	<p>Alex graduated from the University of San Francisco where he studied Psychology and Biology.</p> <p>Before joining the team at Axiom, Alex worked in operations at Korean Air where he learned many strategies and techniques for streamlining, reducing lead times, increasing accessibility, cataloging data, and finding new pathways for problem solving. Alex has applied these strategies and developed many more in each of the roles he's held within Axiom.</p> <p>Alex first started as a part-time instructor within Axiom as a way to give back to his community. His experience providing instructional support to students gives Alex a unique perspective and greater insight into staffing needs when managing our liaisons and logistics with schools.</p>	

## Instructors

Name	Dean Antonio	
Title	Senior Instructor	
Experience	<p>Dean Antonio grew up on the North Shore of Massachusetts and studied English Literature at Tufts University, focusing on both creative writing and analytic writing about film, literature, and the visual arts. Dean has seven (7) years of experience teaching students of all ages, helping them strengthen their skills in math, writing, and standardized test-taking.</p> <p>One of Dean's favorite parts about working at Axiom is Axiom instructors' ability to work with their students in a personalized way – tailoring lesson plans to each student's needs, strengths, and areas of interest, to help them become invested in (and excited about!) their education. Dean believes that learning can be the most satisfying and rewarding part of a child's life, so long as their teachers help them connect their passions – whether it's creative writing, or art, or mathematics, or sports – to their other areas of study. In his spare time, Dean enjoys writing poetry, cooking, and playing any instrument he can get his hands on.</p>	

			<p>Name</p>	<p>Ben Kahn</p>	
<p>Title</p>	<p>Senior Instructor</p>				
<p>Experience</p>	<p>Ben Kahn discovered his fiery passion for education and working with at-risk youth while working on the staff of SEAD (Strengthening Educational Access through Dartmouth) as a student at Dartmouth College. SEAD is an educational nonprofit aimed at enrichment and college prep for underprivileged high school students. Teaching at SEAD led Ben to complete Dartmouth's Secondary Teacher Education Program. He graduated summa cum laude.</p> <p>Ben has twice volunteered as a teacher in the Marshall Islands, where he spent more than a year working in a middle and high school on tiny Pacific atolls. He taught English at a university in the Mekong Delta, Vietnam on a Fulbright scholarship. He loved this work so much that he stayed for a second year.</p> <p>At Axiom for the past seven (7) years, Ben has worked with students one-on-one and facilitated the kind of targeted growth he could only dream about as a classroom teacher. As a lead instructor, Ben will coordinate staff training.</p>				



## **CURRICULUM VITAE FOR SHAHZAD BHATTI**

### **EDUCATION**

#### **HARVARD LAW SCHOOL**

J.D. received June, 1997, Focus on International Law and Development

**Honors:**

**Lewis International Law Fellow**

**Activities:**

**Negotiation Instructor at Harvard Law School Program on Negotiation**

Twice Elected to Harvard Law School Council and Harvard Graduate Council

Winner of Ames Moot Court Competition – Best Brief

#### **HARVARD UNIVERSITY KENNEDY SCHOOL OF GOVERNMENT**

M.P.A. received June, 2006

#### **COLUMBIA UNIVERSITY**

A.B. in Economics-Political Science and Biochemistry, 1994

**Honors:**

**Rhodes Scholar Finalist (1993)**

**Columbia University Center for the Study of Human Rights Fellow**

Graduation Speaker (Baccalaureate)

**Activities:**

**Varsity Track & Field and Cross-Country**

Taught High School Equivalency Classes to Low-income and Homeless Adults

Intern at International Rescue Committee's Overseas Operations Division

### **HONORS**

**Named Young Global Leader by World Economic Forum in 2007**

**Named Entrepreneur of the Year by Ernst & Young in 2018**

**Elected 2016 Delegate to Democratic National Convention in 2016**

**Advisory Board Member, Harvard Entrepreneurial Financial Lab**

### **PROFESSIONAL EXPERIENCE**

#### **CHIEF EXECUTIVE OFFICER, AXIOM LEARNING:**

Axiom Learning has ten (10) offices in the United States and Malaysia dedicated to the transformation of education delivery globally. Axiom's proprietary curricula for kids with learning differences (LDs) are recognized by most to be the world's most effective intervention for children with ADHD, Dyslexia and Executive Functioning Deficit while also proving enormously helpful to those with High Anxiety, Autism and a host of other learning challenges. Axiom Learning's key highlights:

- Ten (10) learning laboratories (offices) in Boston, New York, Seattle, Silicon Valley, and Kuala Lumpur
- Work dozens with school districts in more than 20 states.
- 4 year pilot funded by the Gates Foundation deploying our programs throughout Summit Public Schools
- A large bank of proprietary curricula which is used to train educational professionals (teachers and administrators) about how to best support struggling learners in schools;
- Digital screening tools developed in tandem with Harvard which measure intangible attributes linked to long-term impact, entrepreneurialism and success.

Axiom Learning is backed by a Board of Advisors including Harvard University, McKinsey & Company and the Gates Foundation, among others. Axiom has supported numerous education transformation and pro bono initiatives, including providing free support to refugees and low-income and under-represented minorities in the United States. Named "Entrepreneur of the Year" by Ernst & Young in 2018.

**Dates:** 09/2009 – Present

**DIRECTOR, INVESTMENTS AT MALAYSIAN SOVEREIGN PRIVATE EQUITY FUND:**

Tasked with achieving investment returns while simultaneously driving strategic development objectives. Key duties include leading coverage of investment activity in:

- Emerging Markets
- Renewable Energy & Water
- Education;
- Automotive;
- Infrastructure (Power, Airports, Roads, Bridges); and
- The Creative Economy (Film, TV, Digital Arts, Interactive Gaming)

Also working with teams tasked with strategy development, training and development and recruiting, as well as helping to develop linkages with world-class educational institutions (particularly Harvard and MIT) with an eye towards bringing global best practices to Malaysia and the region.

**Dates:** 09/2007 – 09/2009

**PRESIDENT OF THE SAB GROUP (FORMERLY THE PRISM LEARNING GROUP) ON NEGOTIATION, LEADERSHIP COMMUNICATION & CONFLICT RESOLUTION:**

The SAB Group was founded in 1998 as a conflict resolution and negotiation consulting and training firm with the intent of becoming the world's best negotiation firm and reinventing how businesses can create impact on society. Key achievements include:

- A client base which stretched across six continents and included over 46 governments and more than 150 of the Global Fortune 500
- Pro bono services to dozens charitable organizations
- The SAB Group as a whole has worked on over US\$160 billion in transactions
- Worked on a number of sensitive political issues towards preventing conflicts

**Dates:** 08/1998-08/2007 (except 03/2001-08/2002 when seconded to Website.com as CEO – see below)

**CEO OF WEBSITE.COM and FOUR CORNERS TECHNOLOGIES:**

Mandated to bring inexpensive website development tools to customers in emerging markets and turn around a money-losing operation. In less than two years, we managed to get website development tools to millions of customers using either free or very low price points. Website.com became profitable within two months of my arrival and remained so until its sale (which remained the highest amount paid for a "dot com" since the "dot com crash" in March of 2001 until the summer of 2007).

**Dates:** 03/2001-08/2002

**LITIGATOR AT MORRISON & FOERSTER:**

Worked with corporate and pro bono clients in matters involving negotiation, litigation and dispute resolution. Cases involved technology policy, nuclear energy, real estate and intellectual property.

**Dates:** 11/1998-08/1999

**FOREIGN LAW CONSULTANT AT YANAGIDA & NOMURA:**

Worked as an attorney in one of Japan's premier international law-firms. Handled over US\$3 billion worth of transactions.

**Dates:** 09/1997-09/1998

**LECTURER AT HARVARD LAW SCHOOL'S HARVARD NEGOTIATION PROJECT:**

Taught Basic and Advanced negotiation courses as part of Harvard Law School's Program on Negotiation. Selected from an extremely competitive pool, my responsibilities included: The teaching of students negotiation skills related to policy, law, business, conflict resolution, group, labor and regulatory negotiations. Worked on a variety of research issues related to negotiation and conflict resolution.

**Dates:** 06/1996-06/1997, 11/1999

**PUBLIC SERVICE WORK:**

**CO-FOUNDER AND DIRECTOR OF DOCTORS WORLDWIDE:**

Co-founded Doctors Worldwide in April of 2000 as an international medical relief organization dedicated to filling the gaps in the international relief network. Whereas most humanitarian relief organizations focus on emergency medical relief, Doctors Worldwide delivers healthcare in the post-emergency phase on a long-term basis. DW has a particular eye towards building sustainable local capacity by having local medical personnel work alongside US and UK physicians. Doctors Worldwide manages healthcare projects in 13 countries across 4 continents and continues to grow under current management.

**Dates:** 04/2000-08/2007

**PRESIDENT OF HARVARD UNIVERSITY MUSLIM ALUMNI ASSOCIATION:**

Served as a conduit between Muslim alumni and the Harvard administration and fostered greater connectivity amongst Muslim alumni through a series of regional events. Proactively sought relationships with other alumni groups at Harvard in order to facilitate and foster greater understanding between identities and combat pervasive misinformation regarding Muslim sentiments and beliefs.

**Dates:** 06/2006-06/2008

**“YOUNG GLOBAL LEADER” AT THE WORLD ECONOMIC FORUM**

One of 200 Young Global Leaders named by the World Economic Forum (Davos), a designation reserved for people believed to represent the next generation of global leadership (membership requires that we be under 40 years of age at the time of nomination).

**Dates:** 05/2009-05/2012

**WRITTEN WORK**

**Economic Development in Malaysia: The Impact of Foreign Direct Investment**

225 page book analyzes the relationship between international relations, foreign affairs legislation, foreign investment and economic development.

**MEDIA APPEARANCES:** The BBC, Bloomberg News, NPR, *The Financial Times*, *The New York Times*, and *The Washington Post*, among others.

**LANGUAGES:** Fluent in English, Urdu & Punjabi. Conversational in French & Japanese. Basic Arabic.

**PERSONAL:** Happily married with three young boys, ages 20, 18, and 15.

**CONTACT INFORMATION:**

*Address:*

1506 90<sup>th</sup> PL NE

Clyde Hill, WA. 98004

*Cell Phone:* (202) 352-8258

*E-mail:* [Shahzad@AxiomLearning.com](mailto:Shahzad@AxiomLearning.com)

## CURRICULUM VITAE FOR DR. AISHA (JOANNE) SIMON

### EDUCATION

#### **HARVARD SCHOOL OF PUBLIC HEALTH**

M.P.H. received June, 2004, Concentration in Humanitarian Studies, Ethics, and Human Rights

#### **GEORGETOWN UNIVERSITY FAMILY PRACTICE RESIDENCY**

1998-2001

#### **MEDICAL COLLEGE OF VIRGINIA (VCU)**

M.D. 1994-1998

#### **UNIVERSITY OF WASHINGTON**

B.S. in Biochemistry, Graduated with Honors 1994

### HONORS AND AWARDS

Named Entrepreneur of the Year by Ernst & Young (2018)

Community Service Award -Georgetown/Providence Hospital (2001)

Tar Wars Star Leadership Award (2001)

Scholarship to the Time Well Spent: Mental Health Care Essentials for Primary Care Residents Conference (9/00)

The Distinguished Leadership & Service Award (1998)

Community Service Award (1998)

Aesculapian Scholarship (1997) –academic excellence

Medical Class of 1966 Scholarship (1997)

Kinloch Nelson Scholarship (1997-1998) –academic and leadership excellence

MedSERVE Summer Fellowship (1996)

Southern Medical Association Scholarship (1995) –academic excellence

Edith SeVille Coale, MD Scholarship (1994-1998) –academic excellence

School of Medicine Financial Scholarship (1994-1998) –academic excellence

### PROFESSIONAL EXPERIENCE

#### **CHIEF LEARNING OFFICER, AXIOM LEARNING:**

Axiom Learning has eight (8) offices in the United States and Malaysia dedicated to the transformation of education delivery globally. Axiom's curriculum for kids with learning differences (LDs) called LEAP 3.0 is considered by many to be the world's most effective intervention for children with ADHD, Dyslexia and Executive Functioning Deficit while also proving enormously helpful to those with High Anxiety, Autism and a host of other learning challenges. Axiom Learning's key highlights:

- Eight learning laboratories in Boston, New York, Silicon Valley and Kuala Lumpur which offer customized learning for students ranging from struggling learners (many with diagnoses like ADHD, Dyslexia, Executive Functioning Deficit, Cognitive Processing Delay and many others) all the way to gifted and accelerated learners.
- 4-year pilot funded by the Gates Foundation deploying LEAP 3.0 throughout Summit Public Schools (across California and Washington state)
- A large bank of proprietary curricula which is used to train educational professionals (teachers and administrators) about how to best support struggling learners in schools;
- Digital screening tools developed in tandem with Harvard which measure intangible attributes linked to long-term impact, entrepreneurialism and success.

Axiom Learning is backed by a Board of Advisors including Harvard University, McKinsey & Company and the Gates Foundation, among others. Axiom has supported numerous education transformation and pro bono initiatives, including providing free support to refugees and low-income and under-represented minorities in the United States. Named "Entrepreneur of the Year" by Ernst & Young in 2018.

Dates: 09/2009 – Present

**CONSULTANT OF THE SAB GROUP (FORMERLY THE PRISM LEARNING GROUP) ON NEGOTIATION, LEADERSHIP COMMUNICATION & CONFLICT RESOLUTION:**

The SAB Group was founded in 1998 as a conflict resolution and negotiation consulting and training firm with the intent of becoming the world's best negotiation firm and reinventing how businesses can create impact on society. The Group has a client base which stretched across six continents and included over 46 governments and more than 100 of the Global Fortune 500; has worked on over US\$14 billion in transactions, and has provided thousands of hours of pro bono services.

**Dates:** 08/1998-08/2009

**IMANI HEALTH:**

Senior associate physician in Washington DC medical practice with a primarily indigent patient panel. Provided comprehensive care ranging from pre-natal care all the way to geriatric care.

**Dates:** 09/2001-05/2003

**PUBLIC SERVICE WORK**

**BOARD MEMBER OF EVERY WOMAN:**

Active board member of Every Woman. Every Woman is a global coalition of women's rights activities working to end violence against women and girls (VAWG) through the call for an international treaty. Every Woman has published the Safer Sooner Report which identifies gaps under current international systems in addressing VAWG, and maps out a path to a whole-of-government, whole-of-society framework that will allow every woman to claim her right to live free from violence. South African President Cyril Ramaphosa and Nigeria's President Buhari have already publicly called for the global treaty. Diplomatic and coordinated worldwide efforts are ongoing.

**Dates:** 03/2019-present

**CO-FOUNDER AND DIRECTOR OF DOCTORS WORLDWIDE:**

Co-founded (along with 25 others) Doctors Worldwide in April of 2000 as an international medical relief organization dedicated to filling the gaps in the international relief network. In particular, most humanitarian relief organizations focus on emergency medical relief but then leave behind large gaps in healthcare infrastructure once the emergency passes. Doctors Worldwide delivers healthcare in the post-emergency phase on a long-term basis with an eye towards building sustainable local capacity by having local medical personnel work alongside American and British volunteer physicians. Doctors Worldwide has managed to deliver healthcare projects to 10 countries across 4 continents and continues to grow under current management.

**Dates:** 04/2000-08/2007

**AMERICAN ACADEMY OF FAMILY PHYSICIANS ANTI-TOBACCO PROGRAM:**

Lead program coordinator for the American Academy of Family Physicians Tar Wars program for the Washington DC region. This anti-tobacco initiative was an education program delivered by physicians and conducted in several public elementary schools. The program more than tripled in size during my tenure.

**Dates:** 10/1999-07/2001

**COMMUNITY OUTREACH COMMITTEE:**

Member and resident chairperson of outreach committee dedicated to empowering the local population to take better care of themselves in the arenas of both health and society. Specific activities included health fairs, conflict resolution and violence prevention programs as well as providing health education to teenage mothers and indigent families.

**Dates:** 07/1998-09/2001

**LITTLE FRIENDS FOR PEACE:**

Teacher of youth non-violence education program. Researched and initiated parent education classes.

**Dates:** 07/1998-05/2001

**CROSS-OVER HEALTH CLINIC:**

Founded and coordinated this student-run free clinic. Provided orientation and training sessions for medical and pre-medical students in addition to providing health care to indigent and homeless individuals in the Richmond area.

**Dates:** 09/1997-05/1998

**INSTITUTE OF MENTAL HEALTH THERAPIES:**

Member of mental health team evaluating survivors of rape committed during the conflict in the former Yugoslavia for Post-Traumatic Stress Disorder (PTSD). Assessed community mental health resources. Coordinated activities with the Ministries of Health, World Health Organization (WHO), women's rights programs, medical and public health schools and hospitals and clinics in four cities. Helped to create and establish a foundation for training programs for physicians and social workers to provide supportive therapy for rape survivors and their families.

**Dates:** 08/1998

**RICHMOND REFUGEE RELIEF**

Coordinator of health fair for refugees in Richmond as well as preventive health care education and orientation to community resources including the offering of English-as-a-Second-Language training.

**Dates:** 8/1997-5/1998

**WOMEN IN MEDICINE**

Coordinated several lecture series and activities, including domestic violence awareness month for medical professionals and students. Lecture topics included women's health issues, leadership training and the social responsibility of physicians, among others.

**Dates:** 8/1994-5/1998

**PERSONAL:** Happily married with three thriving boys. Interests in dance, acapella, cultural anthropology, conflict resolution, neuroplasticity.

**CONTACT INFORMATION:**

*Address:*

1506 90<sup>th</sup> PL NE

Clyde Hill, WA. 98004

*Cell Phone:* (425) 697-0562

*E-mail:* [Aisha@AxiomLearning.com](mailto:Aisha@AxiomLearning.com)

**Emily Roman**

31 Grove Street | Emily\_Roman@post.harvard.edu  
Rutherford, New Jersey | (917) 767-9685

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**PROFESSIONAL EXPERIENCE**

**AXIOM LEARNING, LLC, New York, NY**

*Center Director / Vice President – New York ; Senior Vice President – Northeast Region, January 2017 – Present*

- Primarily responsible for the company’s East Coast region, including overall strategic analysis and development, financial projections and analysis, marketing and community outreach, and generating new business lines through research, project development and adaptation.
- Responsible for the company’s strategic growth initiatives, with direct line reporting to the CEO, including outlining and executing the company’s franchising growth strategy and the strategy for entry into the corporate training sphere aimed at increasing cognitive efficiency within the workplace.
- Report directly to Axiom’s COO regarding recruiting, onboarding, training and management to ensure high instructor quality and faculty satisfaction across five learning centers leading to stream-lined processes and increased efficiency across the region as a whole.
- Manage deal flow from securing new business leads by creating new marketing campaigns, engaging with potential clients and community referral sources, negotiating with contractors, consumers, potential franchisees, and maintain customer satisfaction securing consistent 5-star reviews.

**MOUNT SINAI EPILEPSY CENTER, ICAHN SCHOOL OF MEDICINE, New York, NY**

*Neuropsychology Extern, May 2015 – January 2017*

- Specialized in the neuropsychological evaluation of inpatients and outpatients with Epilepsy including administering assessments in English and Spanish to provide comprehensive evaluation of monolingual Spanish-speaking and bilingual patients.
- Assisted during specialized neurologic and pre-surgical procedures as well as several research studies leading to case presentations at national conferences.

**NYU CLINICAL CANCER CENTER, New York, NY**

*Operations Analyst, Psychosocial Services Department, May 2011 – August 2013*

- Conceptualized, developed and managed a new Therapeutic Writing Group for patients resulting in the completion of seven successful program cycles as well as increased patient demand and institutional support.
- Coordinated the TouchScreen Initiative, a tablet-based assessment of clinical distress, including the analysis and presentation of clinical data to hospital administration and clinicians.

**EDUCATION**

**RUTGERS UNIVERSITY, New Brunswick, NJ**

Masters of Science in Psychology, received January 2017

*GPA:* 4.0

*Honors:* Excellence Fellow, Institute for Health, Health Care Policy and Aging Research

*Activities:* Teaching Assistant, Psychology Department

**HARVARD UNIVERSITY, Cambridge, MA**

Bachelor of Arts in Psychology, received May 2011

*GPA:* 3.42

*Activities:* Research Assistant – Spelke Laboratory, Harvard Lab for Developmental Studies;  
Student Assistant – Widener Library, Judaica Division, Harvard University Library

**RELEVANT PUBLICATIONS**

Rivera, M. M. & Roman, E. (2016). Latino Couples and Families. In Kelly, S. (Ed), Diversity in Couple and Family Therapy: Ethnicities, Sexualities, and Socioeconomics. Santa Barbara, CA: Praeger.

# Hannah Broido

Email: hannahbroido@gmail.com

## EDUCATION

**University of California, Berkeley, CA** / August 2012 - May 2016

Major: Peace & Conflict Studies with a Human Rights Concentration, Minor: Education, GPA: 3.857

- Cal Alumni Association Leadership Award Recipient 2015-16
- Dean's Honors: Dec 2012; Honors: Dec 2012, May 2014, Dec 2014, May 2015, Dec 2015 & May 2016
- Member and Treasurer of Sigma Iota Rho - International Studies Honor Society

## WORK EXPERIENCE

**Training & Development Specialist, Axiom Learning**

September 2018 – Present / San Francisco & Los Altos

- Oversee training and education
- Direct training materials, curriculum design and development, and public interest projects
- Lead internal and external training and professional development
- Build out global education operations in conjunction with CLO, as well as data collection and analysis systems
- Continually research and synthesize effective interventions to improve education delivery

**Center Director, Axiom Learning**

June 2018 – September 2018 / San Francisco

- Oversaw educational objectives and one-on-one instruction for 50+ students
- Assigned instructors to work with students, considering educational goals, scheduling demands, and personality fit.
- Handled sales and communication for families within the San Francisco area.
- Designed and implemented customized curricula for students of all ages in subjects ranging from language arts to executive functioning to standardized test preparation.
- Provided educational and managerial feedback to an instructional team of 8.

**Instructor, Axiom Learning**

July 2016 – June 2018 / Los Altos

- Amassed over 1000 hours of one-on-one instruction for 1<sup>st</sup> – 12<sup>th</sup> grade students in a multitude of subjects.
- Assisted the development of innovative cognitive development and writing.
- Led meetings with parents to discuss assessment results and progress reports of students.
- Served as key point of contact for team of 7 full-time instructors.

**Research Assistant, Gopnik Lab**

September 2015 – May 2016 / UC Berkeley

- Designed and ran experiments looking at how 18-30 months old children form causal relationships.
- Recruited participants; entered and coded data into spreadsheet.

**Literacy Tutor, BUILD (Berkeley United in Literacy Development)**

August 2012 – May 2016 / Oakland

- Served as a literacy tutor and tracked progress for 4 underperforming children each semester in K-8th grade.

**Dean Antonio**

219 Winchester Avenue, Glendale, CA 91201 • 978-302-1178 • [dean.antonio12@gmail.com](mailto:dean.antonio12@gmail.com)

**EMPLOYMENT**

**Axiom Learning**, Massachusetts and New York learning centers

*Education Director of Northeast Region*, August 2020 – present

- Oversee education support for entire Northeast Region by coordinating with Center Directors, Sales and Parent Communication Team, and Education Pod Leaders
- Meet bi-weekly as part of Global Education Team to analyze global education trends, identify areas for faculty support, and refine education resources
- With Education Team and Human Resources department, meet regularly to create, revise, and implement training modules for all student support types
- Develop curricula in Executive Functioning support for college students and diverse learners, small-group Test Prep instruction, and early literacy development

*Education Lead*, New York, April 2017 – August 2020

- Worked together with Center Director to coordinate caseload support for all NY instructors
- Led weekly small-group meetings to reflect on student caseloads, areas for instructor growth, and available resources and curricula
- Co-created and led weekly Professional Development focused on curriculum implementation, academic content review, Executive Functioning support, and support for diverse learners
- Edited student progress reports and assessment reports, co-coordinated parent update calls, and co-led parent support programs focusing on Executive Functioning skills development

*Senior Instructor*, Massachusetts and New York, June 2015 – April 2017

- Over 2,000 hours of instruction in academic support (all subjects K-12), Executive Functioning support, standardized test preparation, and cognitive processing skills development
- Revised and led pilot versions of Young Men's Initiative, a two-week leadership development course aimed at high school students
- Provided caseload support for all standardized test preparation students in Massachusetts learning centers

**Tisch Library**, Tufts University, *Student Assistant*, January 2011 – May 2015

- Provided library materials and assisted library patrons

**Town of Danvers, MA**, *Assistant Deputy Tax Collector*, January 2013 – May 2013

- Assessed motor vehicle excise taxes and distributed tax notices

**EDUCATION**

**Tufts University**, Medford, MA

Bachelor of Arts in English, May 2015

Foci: American, British, and Irish Modernist literature; Modernist and contemporary poetry; American, British, and Latin American Film

Dean's List, *Fall 2013*

**Honors & Awards**

**Mabel Daniels Prize in Music and Literature**, poetry and literary analysis, *2014*

**Greater Boston Intercollegiate Undergraduate Poetry Festival**, Tufts Representative, *April 2014*

**Eagle Scout Award**, Boy Scouts of America, *2009*

**SKILLS & INTERESTS**

*Computer*: Proficient in Microsoft Office, G Suite tools

*Interests*: Ethnomusicology and music theory of the Mediterranean / Levant, poetry chapbook construction

## Alexander Kang

133 Parker Ave. Apt 3  
San Francisco, CA 94118

(323) 810-6627  
alexkang3120@gmail.com

### SUMMARY

- Seeking a growth opportunity to expand skill sets and contribute towards advancing exciting projects
- Hard-working, responsible, and motivated problem solver in high-pressure environments
- Collaborative team player and builds strong relationships with colleagues

### EDUCATION

**University of San Francisco** **San Francisco, CA** **Dec 2018**  
▪ B.A. in Psychology

### SKILLS

- Microsoft Office; Windows OS, Mac OS, Unix OS, GSuite Admin, SQL, Asana, Trello
- Project Management, Workplace Operations, Master Scheduler
- English and Korean language

### WORK EXPERIENCE

- **Axiom Learning LLC**, Director of Program Management **San Francisco, CA** **2018- Current**
  - Hired as a tutor (2018), promoted to Regional Operations Manager (2020), promoted to Director of Program Management (2022)
  - Oversee all Project Managers for Axiom's contracts with public and private schools across the US
  - Provide accurate reporting for project status through its life cycle to all stakeholders by developing easily accessible data capture and organizer
  - Initiate, coordinate, and provide training for project staff and regular staff at Axiom Learning
  - Coordinate between Education team, Human Resources, and Sales to ensure all aspects of a project are fully supported and streamlined
  - Master scheduler, managing schedule for 50 tutors - maximize profit and promote retention through rewards programs
  - Coordinated all project inputs for California region with management and staff at all levels
  - Supported IT as a GSuite admin, focusing on offboarding/onboarding/general IT support, and as a DialPad and Acuity admin as well
  - Presenting new innovations and ideas to C-levels and then implementation/rollout/management of all new software and systems (in-house communication, employee rewards program)
  - Invoicing and tracking through Square and auditing client accounts for accuracy
  - Inventory, maintenance, vendor relations, and licensing for all California locations
- **Unique Galleria**, Business Manager **Los Angeles, CA** **2012 - 2018**
  - Performed all aspects of running a small business florist with the owner/designer including invoicing, account management, and licensing
  - Delivering flowers, creating catalogs and subscription services to establish stable revenue sources
  - Managing the virtual space for business on Yelp and Google
  - Business sold for profit in 2018
- **Korean Air Cargo**, Human Resources Associate **Los Angeles, CA** **2010 – 2012**
  - Document review, general administration, and office management

Benjamin D. Kahn  
37 Deans Pond Ln, Monmouth Junction, NJ 08852  
benjamin.d.kahn@gmail.com  
732-829-8147

**Education:**

*Dartmouth College, Hanover, NH* *June 2011*

*B.A. in History (Summa Cum Laude), Minor in Classical Studies*

- GPA: 3.91/4.00, Major GPA: 3.96/4.00
- Phi Beta Kappa, Rufus Choate Scholar 2009-2011 (top 5% of class)
- Teacher Education Program for Secondary Social Studies (NH certification acquired in 2012)
- James O. Freedman Presidential Scholar research assistantship

**Professional Experience:**

*Axiom Learning, New York, NY* *July 2015 - Present*

*Senior Instructor*

- Taught students for over 2,000 hours across all age groups in a one-on-one setting for SAT/ACT/SSAT test prep, school homework support, executive functioning coaching, and processing skills training
- Created modules and edited content for Axiom's new learning management system for employee training
- Edited and proofread curriculum for the Learning Efficiency Acceleration Program
- Assisted in the planning, scripting, and filming of training videos for the Learning Efficiency Acceleration Program
- Edited and proofread Axiom Learning's 100-page college admissions manual
- Helped run the day-to-day operations of the learning center including engaging with prospective clients
- Served as the recruiting lead for the company's New York region by posting job ads, attending career fairs, vetting candidates, communicating with applicants, conducting interviews, and training new hires and interns

*Fulbright Program, Tra Vinh, Vietnam* *August 2013 - June 2015*

*Lecturer*

- Solo-taught English language classes to ~120 English majors each semester at all grade levels at Tra Vinh University
- Co-taught a weekend English class for ~30 primary school English teachers
- Served as a cultural ambassador by supporting the weekly English-Speaking Club, college and community events like the English-language Christmas concert, and trips to local orphanages

*Dartmouth Volunteer Teaching Program, Republic of the Marshall Islands* *August 2012 - June 2013*

*Teacher*

- Solo-taught five 12th-grade classes (Government, English, and Chemistry) full-time at Jaluit High School, an under-resourced public boarding school in the Central Pacific
- Solo-taught four 8th-grade English Writing classes at Majuro Middle School for 10 weeks and helped put on a production of *Hamlet* in 2010 as part of a cohort of Dartmouth undergraduate volunteers

*SEAD (Summer Enrichment at Dartmouth), Hanover, NH* *Summers of 2010-2013*

*Residential Staff*

- Helped run the daily activities of SEAD, a non-profit that provided academic enrichment, mentoring, and college preparation for high school students from low-income families and diverse backgrounds from the Bronx, Boston, Schenectady, and New Hampshire

<p>Past experience working with the public sector</p>	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>\$1.3M</p> <p>Leveraging the knowledge of our marketing professionals, Axiom Learning’s Public Relations/ Marketing strategy includes aspects of product benefits, promotional strategies, and partnerships to expand the exposure and brand awareness of our programs. Axiom employs cross-platform digital media campaigns in addition to leveraging online advertising, search engine marketing, online content marketing, social media marketing and email marketing to create the largest possible environment for program exposure and engagement. All activities within our marketing plan are monitored for success through a set of designated metrics and performance standards and campaigns are evaluated for effectiveness against established goals and optimized to maximize return on investment. Specifically, Axiom utilizes:</p> <ul style="list-style-type: none"> <li>● Website: <a href="http://www.axiomlearning.com">www.axiomlearning.com</a></li> <li>● Google Search Ads</li> <li>● YouTube</li> <li>● Social Media</li> <li>● Direct Mail Marketing</li> <li>● Support of fundraising efforts across our partner base</li> </ul>																	
<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>Axiom Learning is not, either presently or in the past, involved in any litigation, bankruptcy, or reorga</p>																	
<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p>	<table border="1"> <tr> <td data-bbox="804 943 1407 1024">Name of Customer or Organization</td> <td data-bbox="1407 943 2100 1024">Summit Public Schools – Summit K2</td> </tr> <tr> <td data-bbox="804 1024 1407 1065">Customer Reference Name</td> <td data-bbox="1407 1024 2100 1065">Christine Lu, Education Specialist</td> </tr> <tr> <td data-bbox="804 1065 1407 1105">Customer Reference Address</td> <td data-bbox="1407 1065 2100 1105">1800 Elm Street, El Cerrito, CA 94530</td> </tr> <tr> <td data-bbox="804 1105 1407 1146">Customer Reference Email</td> <td data-bbox="1407 1105 2100 1146">hlu@summitps.org</td> </tr> <tr> <td colspan="2" data-bbox="804 1146 2100 1187"><b>Project Description</b></td> </tr> <tr> <td colspan="2" data-bbox="804 1187 2100 1268"><b>SY 2021-2022: EF Curriculum &amp; Professional Development; Coaching for Learning Specialists</b></td> </tr> <tr> <td colspan="2" data-bbox="804 1268 2100 1308"><u>EF Curriculum &amp; Professional Development</u></td> </tr> <tr> <td colspan="2" data-bbox="804 1308 2100 1412"> <ul style="list-style-type: none"> <li>● Axiom Learning provided ongoing support and access to an Executive Functioning curriculum to all 14 Summit Public Schools for usage, primarily, with special education students (393 students; 28 teachers).</li> </ul> </td> </tr> </table>		Name of Customer or Organization	Summit Public Schools – Summit K2	Customer Reference Name	Christine Lu, Education Specialist	Customer Reference Address	1800 Elm Street, El Cerrito, CA 94530	Customer Reference Email	hlu@summitps.org	<b>Project Description</b>		<b>SY 2021-2022: EF Curriculum &amp; Professional Development; Coaching for Learning Specialists</b>		<u>EF Curriculum &amp; Professional Development</u>		<ul style="list-style-type: none"> <li>● Axiom Learning provided ongoing support and access to an Executive Functioning curriculum to all 14 Summit Public Schools for usage, primarily, with special education students (393 students; 28 teachers).</li> </ul>	
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- In addition, Axiom Learning ran both live and on-demand professional development training for all Learning Specialists at regular intervals over the course of the year.

**Coaching for Learning Specialists**

- Axiom Learning provided bi-weekly coaching for all 27 Summit Public Schools Learning Specialists in Executive Functioning, curriculum implementation, and student-specific consultations.

Name of Customer or Organization	Summit Public Schools – Tamalpais
Customer Reference Name	Hilary Vo, Grade 10 English Teacher
Customer Reference Address	3020 Hilltop Mall Rd, San Pablo, CA 94806
Customer Reference Email	hvo@summitps.org

**Project Description**

**SY 2020-2021: EF Curriculum & Professional Development; Small Group ELA & Math Intervention for ELL Students**

**EF Curriculum & Professional Development**

- Axiom Learning provided ongoing support and access to Executive Functioning curriculum to all 14 Summit Public Schools for usage, primarily, with special education students.
- In addition, Axiom Learning ran both live and on-demand professional development training for all Learning Specialists at regular intervals over the course of the year.

**Small Group ELA & Math Intervention for ELL Students**

- Axiom Learning provided small-group weekly ELA and math support for 65 English Language Learners students in grades 7-11 at Summit Tamalpais School.

Name of Customer or Organization	Summit Public Schools
Customer Reference Name	Sharon Johnson, Senior Director of Diverse Learners
Customer Reference Address	539 E Weddell Dr., Sunnyvale, CA 94089
Customer Reference Email	sjohnson@summitps.org

**Project Description**

**SY 2018-2019: Axiom Delivered 1 – 1 Support for Struggling Learners**

- Axiom Learning deployed a staff of seven (7) instructors and one (1) project manager to implement its proprietary LEAP 3.0 program with 30 9<sup>th</sup> grade students at Summit Prep School.
- Axiom's LEAP 3.0 program emphasizes strengthening underlying skills (sensory motor, processing, and executive functioning skills) critical for success, and explicitly aiding in the transfer of those skills in academic and personal contexts.
- Students were selected to be in either the intervention or control group if they placed within the bottom tertile for standardized testing in math and English.
- Within the intervention group, students were split between those that received 3 45-minute sessions per week and 2 45-minute session per week.
- Students within the intervention group showed tremendous gains in standardized testing, grades, and attendance compared to their similarly situated peers in the control group.

**SY 2019-2020: Provision & Implementation Support of EF Curriculum for SPED Teachers**

- Axiom Learning provided access to an Executive Functioning curriculum to four (4) Summit Public Schools for usage primarily with special education students.
- In addition, Axiom Learning provided weekly implementation support for the Executive Functioning curriculum to Learning Specialists, including guidance and consultation, lesson planning, and lesson shadowing and modeling.

Name of Customer or Organization	New Mission High School
Customer Reference Name	Gretchen Lahey
Customer Reference Address	655 Metropolitan Ave, Hyde Park, MA 02136
Customer Reference Email	glahey@bostonpublicschools.org

**Project Description**

Axiom Learning provided group SAT Tutoring as well as Executing Functioning and Study Skills Curriculum access and support for entire school.

Name of Customer or Organization	Boston Public School System
Customer Reference Name	Gretchen Lahey, Director of Early College & Career Pathways
Customer Reference Address	655 Metropolitan Avenue, Hyde Park, MA 02136

		<p><b>Customer Reference Email</b>      glahey@bostonpublicschools.org</p> <p><b>Project Description</b></p> <p><b>November 2021 - Present</b></p> <p>Tutoring services are offered across a wide range of subjects for K-12 schools (463 students) within urban public-school districts such as Boston Public Schools. With multiple approved programs within the Boston Public Schools system.</p>
Certifications in the Industry	<p><i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i></p>	N/A
Company profile and capabilities	<p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p>	Service Provider
Other factors relevant to this section as submitted by the Respondent	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	Axim Learning is not owned or operated by anyone who has been convicted of a felony.
	<p>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.</p>	
<b>MWBE Status and/or Program Capabilities (10 Points)</b>		
MWBE status, subcontractor plan, and/or joint venture program	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p>	N/A

	<p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p>	<p>N/A</p>
<p><i>Please attach any certifications you have as part of your response to Form 6.</i></p>		
<p>Good faith efforts to involve MWBE subcontractors in response</p>	<p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	<p>N/A</p>
<p>Demonstrated ongoing MWBE program</p>	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>Axiom Learning will not use subcontractors for the Region 10 ESC contract.</p>
<p><b>Commitment to Service Equalis Group Members (10 Points)</b></p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>Axiom Learning is unique in continuing to offer training and continuous support to all of our tutors, even after they have received their orientation training. This continuous support is provided by our team of master teachers, all of whom have at least five (5) years of experience (most have much more).</p> <p>Continuous support also means that if any of our tutors are struggling with a particular student (or students), they are not working alone. This point is especially crucial because most competing providers are (as one principal put it to us recently) just providing 'bodies' to be in the classroom with the kids but not actually doing anything meaningful in supporting their learning. Our ongoing commitment is always to helping every student succeed.</p>

	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>We will leverage our robust training and continuous support program to ensure that all representatives of the company are knowledgeable about methods of educating existing and potential customers about this contract and ways to steer them to it for potential procurement opportunities.</p> <p>Axiom Learning is unique in continuing to offer training and continuous support to all of our tutors, even after they have received their orientation training. This continuous support is provided by our team of master teachers, all of whom have at least five (5) years of experience (most have much more).</p> <p>Continuous support also means that if any of our tutors are struggling with a particular student (or students), they are not working alone. This point is especially crucial because most competing providers are (as one principal put it to us recently) just providing 'bodies' to be in the classroom with the kids but not actually doing anything meaningful in supporting their learning. Our ongoing commitment is always to helping every student succeed.</p> <p>We will leverage our robust training and continuous support program to ensure that all representatives of the company are knowledgeable about methods of educating existing and potential customers about this contract and ways to steer them to it for potential procurement opportunities.</p>
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Axiom Learning agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p>Axiom deploys <b>innovative technology and assessment tools</b> to track and present metrics easily and for direct action by teachers and other stakeholders. This improves effectiveness and saves time, creating a virtuous cycle for teachers, students, tutors, and parents.</p> <p>Our assessment and reporting technologies and tools allow stakeholders to <b>track and share verifiable evidence of progress</b> as well as configure <b>alerts for follow-up with struggling students</b>. By informing all stakeholders — from parents and students to tutors and teachers — of the goals and progress, coordination of education plans is less time-consuming and more effective, resulting in a win-win for all involved, especially the students.</p> <p>Additionally, we are well equipped to quickly provide ad-hoc management reports as requested by Region 10 ESC including monthly sales reports.</p>
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>N/A</p>

<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>Leveraging the knowledge of our marketing professionals, Axiom Learning’s Public Relations/ Marketing strategy includes aspects of product benefits, promotional strategies, and partnerships to expand the exposure and brand awareness of our programs. Axiom employs cross-platform digital media campaigns in addition to leveraging online advertising, search engine marketing, online content marketing, social media marketing and email marketing to create the largest possible environment for program exposure and engagement. All activities within our marketing plan are monitored for success through a set of designated metrics and performance standards and campaigns are evaluated for effectiveness against established goals and optimized to maximize return on investment. Specifically, Axiom utilizes:</p> <ul style="list-style-type: none"> <li>● Website: <a href="http://www.axiomlearning.com">www.axiomlearning.com</a></li> <li>● Google Search Ads</li> <li>● YouTube</li> <li>● Social Media</li> <li>● Direct Mail Marketing</li> <li>● Support of fundraising efforts across our partner base</li> </ul>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>Axiom Learning considers every employee of the company a part of our business development efforts. As such, we will leverage our team, located in multiple states across the country to market this contract.</p>

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

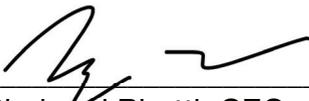
Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.



## CORPORATE RESOLUTION

**Date: May 10, 2022**

We, the undersigned, being all the Directors of Axiom Learning, organized and existing under the laws of Delaware, and having its principal place of business at 1506 90th PL NE, Clyde Hill, Washington 98004 hereby certify that the following individuals are representatives of the company who can execute documents: Shahzad Bhatti, Joanne Simon, Emily Roman, John-Aaron Castleberry, Brittany Kleiman, and Adela Cajic.

  
\_\_\_\_\_  
Shahzad Bhatti, CEO

May 10, 2022

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joanne Simon, CAO

May 10, 2022

\_\_\_\_\_  
Date





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** AXIOM LEARNING LLC  
**Trade Name:**  
**Address:** 31 GROVE ST  
RUTHERFORD, NJ 07070-0707  
**Certificate Number:** 2717501  
**Effective Date:** April 18, 2022  
**Date of Issuance:** May 12, 2022

**For Office Use Only:**  
20220512144145811

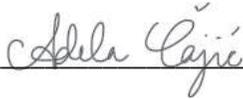
**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Axiom Learning

Title of Authorized Representative: Adela Cajic, Senior Consultant

Mailing Address: 1506 90th PL NE, Clyde Hill, WA 98004

Signature: 

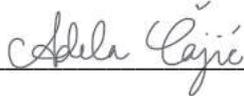
**PROPOSAL FORM 5: DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Axiom Learning

Title of Authorized Representative: Adela Cajic, Senior Consultant

Mailing Address: 1506 90th PL NE, Clyde Hill WA 98004

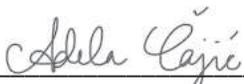
Signature: 

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
\_\_\_\_\_  
Signature of Respondent

10 March 2023  
\_\_\_\_\_  
Date

## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

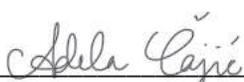
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### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

  
\_\_\_\_\_  
Signature of Respondent

10 March 2023  
\_\_\_\_\_  
Date

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** Axiom Learning

**ADDRESS** 1506 90th PL NE

Clyde Hill, WA 98004

**PHONE** (844) 558-0406

**FAX** N/A

**RESPONDANT**

*Adela Cajic*  
Signature

Adela Cajic  
Printed Name

Senior Consultant  
Position with Company

**AUTHORIZING OFFICIAL**

*Adela Cajic*  
Signature

Adela Cajic  
Printed Name

Senior Consultant  
Position with Company

## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? AC  
(Initials of Authorized Representative)

**TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? AC  
(Initials of Authorized Representative)

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Axiom Learning	1506 90th PL NE	
Company Name	Address	
Clyde Hill	WA	98004
City	State	Zip

## PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? AC

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? AC

(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? AC

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? AC

(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? AC

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? AC

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? AC

(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? AC

(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? AC

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? AC

(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? AC

(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? AC

(Initials of Authorized Representative)

**13. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? AC

(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? AC

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Axiom Learning

---

Company Name

*Adela Cajic*

---

Signature of Authorized Company Official

Adela Cajic

---

Printed Name

Senior Consultant

---

Title

10 March 2023

---

Date

## PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

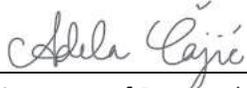
**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



10 March 2023

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Signature of Respondent

Date

**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Axiom Learning

**Street:** 1506 90th PL NE

**City, State, Zip Code:** Clyde Hill, WA 98004

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Adela Cajic, an authorized representative of Axiom Learning, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

<b>Name</b>	<b>Address</b>	<b>Interest</b>
Shahzad Bhatti	1506 90th PL NE, Clyde Hill, WA 98004	36.9%
Aisha Simon	1506 90th PL NE, Clyde Hill, WA 98004	36.9%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Adela Cajic  
**Authorized Signature and Title**

10 March 2023  
**Date**

**PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

**Company Name:** Axiom Learning, Inc.  
**Street:** 1506 90th PL NE  
**City, State, Zip Code:** Clyde Hill, WA 98004

State of Missouri

County of Saint Louis

I, Adela Čajić of the Saint Louis  
Name City

in the County of Saint Louis, State of Missouri of full age, being duly sworn according to law on my oath depose and say that:

I am the Senior Consultant of the firm of Axiom Learning  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

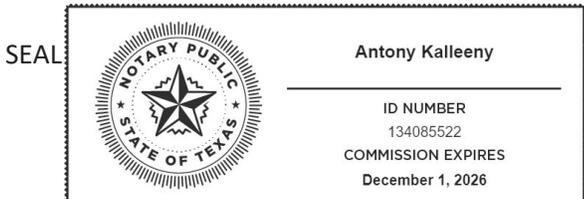
*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Axiom Learning, Inc. Adela Čajić Senior Consultant  
Company Name Authorized Signature & Title

Subscribed and sworn before me

this 7th day of March, 2023

Kalleeny Antony Kalleeny  
Notary Public of \_\_\_\_\_ nty  
My commission expires 12/01/2026



Notarized online using audio-video communication

**PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

**Company Name:** Axiom Learning  
**Street:** 1506 90th PL NE  
**City, State, Zip Code:** Clyde Hill, WA 98004

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.*

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

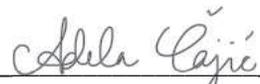
**Vendors must submit with proposal:**

- 1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval* \_\_\_\_\_  
OR
- 2. *A photo copy of their Certificate of Employee Information Report* \_\_\_\_\_  
OR
- 3. *A complete Affirmative Action Employee Information Report (AA302)* \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education* \_\_\_\_\_
- B. *Approved Federal or New Jersey Plan – certificate enclosed* \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

  
\_\_\_\_\_  
**Authorized Signature and Title**

10 March 2023  
**Date**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

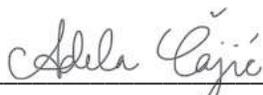
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in cursive script, reading "Adela Cajic". The signature is written in black ink and is positioned above a horizontal line.

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Signature of Procurement Agent

## PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

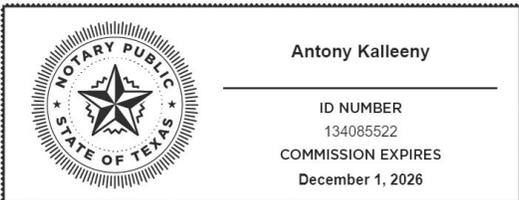
**Check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Sole Proprietorship           | <input type="checkbox"/> Limited Liability Partnership |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Subchapter S Corporation      |
|   | <input type="checkbox"/> Limited Liability Corporation |  |

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Shahzad Bhatti	Name: Dr. Joanne Aisha Simon
Home Address: 1506 90th PL NE, Clyde Hill, WA 98004	Home Address: 1506 90th PL NE, Clyde Hill, WA 98004
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>7<sup>th</sup></u> day of <u>March</u> , <u>2023</u>	 _____ (Affiant)
(Notary Public) 	Adela Cajic, Senior Consultant _____ (Print name & title of affiant)
My Commission expires: 12/01/2026	(Corporate Seal)



Texas  
Fort Bend County

Notarized online using audio-video communication

**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

X We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. *(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. *(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

10 March 2023

Date

  
Authorized Signature & Title

**PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name	Axiom Learning
Address	1506 90th PL NE
City/State/Zip	Clyde Hill, WA 98004
Telephone No.	(844) 558-0406
Fax No.	N/A
Email address	schools@axiomlearning.com
Printed name	Adela Cajic
Position with company	Senior Consultant
Authorized signature	

**Term of contract** May 1, 2023 to April 30, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
\_\_\_\_\_  
Region 10 ESC Authorized Agent

4/19/23  
\_\_\_\_\_  
Date

Dr. Rickey Williams  
\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** R10-1152A



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.