

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 StudentNest, Inc. (“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.)

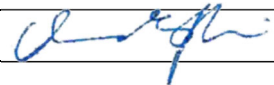
We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to 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 StudentNest, Inc.
Address 2121 Merced St.
City/State/Zip Fresno, CA, 93721
Telephone No. 916-505-3508
Fax No. 559-486-5936
Email address cjoshi@studentnest.com
Printed name Chander Joshi
Position with company Vice President
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 R10-1152D

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.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company’s official registered name?</i>	StudentNest, Inc.
	<i>What is the mailing address of your company’s headquarters?</i>	cjoshi@studentnest.com
	<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>	Chander Joshi (Vice President) cjoshi@studentnest.com (916) 505-3508
Products/Pricing (30 Points)		
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,	<i>Does the respondent agree to offer all future product and services at prices that are</i>	Yes

including warranties if applicable	<i>proportionate to contract pricing offered herein?</i>																								
	<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>	As an additional service StudentNest (SN) will provide the license of its adaptive learning application LOTUS for students and tutors as an additional benefit																							
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, SN is applying only for Tutoring																							
	<i>Outline your pricing strategy provided in Attachment B and how agencies will be able to verify they received contract pricing.</i>	<p>SN has a fixed price charged to all agencies based on all associated costs applicable to providing services. Please see the attached Price Proposal sheet for the breakdown.</p> <p>Pricing Proposal: StudentNest proposes a face-2-face, Hybrid and virtual model, with the decision to provide which mode of services to be decided by ESC region 10</p> <p>StudentNest has used this model for over 18 years and provided millions of dollars in savings while ensuring high-quality tutoring. This model will implement one (1) fixed price for ESC. The state may request any other requirements or compliance procedures it deems necessary to ensure compliance with its contract or local, state, or federal laws and regulations. All costs will be the sole responsibility of StudentNest.</p> <p>The hourly costs listed below are all inclusive. Below is a breakdown of all elements that are covered by the rate(s) proposed:</p> <table border="0"> <tr> <td>- Tutor cost</td> <td>-Admin cost</td> <td>- Management/Liaison</td> </tr> <tr> <td>- Fringe benefits</td> <td>-Platform</td> <td>- Server</td> </tr> <tr> <td>- Travel</td> <td>-Supplies</td> <td>- Platform</td> </tr> <tr> <td>- Content</td> <td>-SLP</td> <td>- Pre/Post/Mid Assessments</td> </tr> <tr> <td>- Background check</td> <td>-Lodging</td> <td>- Internet / Telephone</td> </tr> <tr> <td>- Training</td> <td>-Subscriptions</td> <td>- Other</td> </tr> </table> <p>* The rates below will be used to calculate the total cost of the program. These hours can be provided to each identified student based on number of students and their needs, and how long they are in the program. If a scheduled session is cancelled with at least a 4-hour notification, there will not be a charge for that session.</p> <table border="1"> <tr> <td>Tutoring (1:1)</td> <td>\$54.75/hr.</td> <td>Cost per student: \$54.75/hr.</td> </tr> <tr> <td>Group Tutoring**</td> <td>\$70/hr. group 2-5students</td> <td>Cost per student: \$14 /hr.</td> </tr> </table>	- Tutor cost	-Admin cost	- Management/Liaison	- Fringe benefits	-Platform	- Server	- Travel	-Supplies	- Platform	- Content	-SLP	- Pre/Post/Mid Assessments	- Background check	-Lodging	- Internet / Telephone	- Training	-Subscriptions	- Other	Tutoring (1:1)	\$54.75/hr.	Cost per student: \$54.75/hr.	Group Tutoring**	\$70/hr. group 2-5students
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Group Tutoring**	\$70/hr. group 2-5students	Cost per student: \$14 /hr.																							

		** The group size will be determined by ESC, however, we will honor the same rate if ESC wishes to increase the size.
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>	StudentNest will submit its invoices within 10 days of the month. Each invoice will include the following: attendance record for the month; monthly progress reports; and any other data requested by the contracting agency.
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	
Performance Capability (25 Points)		
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>SN will offer a program which is high quality and specifically designed to increase students' academic achievement. Our tutoring program is based on extensive review of published national standards, studies, codes, state standards and internal analyses. Instructors will provide students with targeted, research-based interventions that align to Texas State Standards for Reading, Writing, and Mathematics to ensure that students make significant progress towards meeting the grade level expectations. Our instructional approach is based on the understanding that all participants are individuals who come to us at different academic levels and with a variety of skills, talents and needs. We adopt differentiated instruction and do "whatever it takes" to support student learning for participants who are struggling at schools. SN will make special accommodations for Students with disabilities (SWDs); Individualized Education Program (IEPs) and English Learners (ELs). Our tutoring methodologies will be diversified to meet the unique learning styles of participants.</p> <p>The tutoring process commences with the conduction of a pre-assessment test which leads to the development of an Individualized Learning Plan (ILP). Students shall be initially tested in all sections and subtests will be prescribed for the Elementary and Secondary Education age group in the testing materials, regardless of the subjects each student is to be tutored. These assessments will assist us in gauging where students are in their academic progress. The assessments will also aid in tracking the academic progress of each student during while they are enrolled in the educational support courses and utilizing our services. After academic assessment and consultation with the student and parent, an ILP is collaboratively prepared in a format approved by ESC/Districts. After ILP creation, an instruction schedule is finalized. This schedule ensures that the student receives consistent educational services at a pace proven to increase academic progress. ILPs will specify which topics and concepts in any given subject students are having difficulties with. SN develops a ladder of progress and steps that students follow as they become proficient and/or advance in subjects identified by the pre-assessment. ILPs will also include the student's educational goals and an effective academic plan that will assist the student in achieving these goals. Please refer to the chart below identifying the process for tutoring.</p> <p>SN makes special accommodations for Students with Disabilities (SWDs) and English Learners (ELs). These include but are not limited to assigning bilingual instructors to ELs; Special Education tutors to SWDs; simplified curriculum etc. SN has done extensive research in dealing with SWD. These skills are constantly improved through staff development training with a focus on practicing research-based techniques to address the special needs of SWDs. We customize our services according to the students ILP under the Individuals with Disabilities Education Act (IDEA) and/or an individual plan under Section 504 of the Rehabilitation Act. For SWD's we assign instructors who are qualified and experienced in special education. As a company, SN has made methodological changes in the provision of services in order to better accommodate SWDs. SN has made modifications to its approaches in order to better accommodate SWDs. With ESC/School District/ guardians/students approval accommodations may include changes in format, equipment/technology, and/or presentation. Additional accommodations to ensure the academic achievement of each student will be made when requested and/or approved by ESC/School District / guardians/students. Accommodations will be based</p>

		<p>on the unique needs of each student and may include shortened assignments, simplified curriculum, modified grading, prioritizing key concepts, alternate assignments and/or breaks during sessions. This is true for IEP, 504, SWDs. Reasonable accommodations will be made for students with special needs such as those with health issues, extreme behavior issues, mobility impairments and/or students with IEPs.</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>SN has designed a very specific management plan for this project. Based on the requirements of this program, each and every team member has been assigned roles and responsibilities. SN will hire qualified educators and tutors having subject related credentials to provide educational support services. We ensure that tutors are well trained in the subject matter and culturally responsive instruction. As part of the initial review of a potential hire, we ensure they meet the minimum education required for a program, thus, we will ensure each person hired meets the requirements of this proposal. During the hiring process, applicants receive a personality test and a skills test depending on the subject the educator has been designated to teach. Such tests will check their knowledge base, presence of mind and control over basic concepts.</p> <p>SN educators will be chosen based on their demonstrated caring attitude, enthusiasm for and skill in teaching and ability to reach, to relate to and to motivate participants. In addition, each instructor will demonstrate the people skills needed to relate to participants, to diagnose gaps in understanding, to be flexible in altering lessons to accommodate unexpected participant learning needs, and to encourage participants that they can succeed in the subject(s) they are instructed in and in life. Based on the different demographics we work with, culture differences are taken into account to ensure each student is treated with the utmost respect and staff are aware of the cultural needs of the student(s). Our tutors will be able to connect students' cultures, languages, and life experiences with what they learn in school. These connections will help students to access core content and develop higher-level subject required skills.</p> <p>Tutoring services proposed by SN will be supported in multiple languages including but not limited to English, Spanish and other languages. SN has put an emphasis on recruiting Spanish-speaking teachers who can relate to students and families speaking that language. We also have teachers who are Cross Cultural Language & Academic Development (CLAD) and/or Bilingual, Cross- Cultural, Language and Academic Development (BCLAD) certified. If a student EL, a tutor with the same language skills is assigned. We have staff who can communicate in English; Spanish; Hindi; Punjabi; Bengali, Gujarati, Hmong; Vietnamese, Cambodian and Creole. The communication modes are still the same; however, English and the student's language will be incorporated to ensure that the student understands the material.</p> <p>During our past experience with ESC and other states as a provider of supplemental education services, we have always maintained constant communication with the teachers/school coordinators and principals where needed. Our goal is to provide the best services to the students and for this, it is very important to get regular feedback from the teachers/school/parent. Therefore for the success of this program, SN will:</p> <ul style="list-style-type: none"> ● <u>Maintain open communication among our organization, the school, and the teacher:</u> ● <u>Provide a staff presence from your program at the school as often as your resources allow.</u> ● <u>Address and resolve problems as soon as they arise.</u>
	<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>A 3rd Party (WestEd) did a review and prepared a report in March 2021 indicating SN had major focus on providing equal opportunities to all types of learners including those who needs special attention on 1:1 basis. As the below information exemplifies, our innovated programs and instructional methods are high quality, and their outcomes are desirable. As evidence of SN high quality programs, please see below programs offered by SN in Riverside, CA and 3rd party independently reviewed by WestEd. These graphs identify programs offered, demographics served, and outcomes produced. You will notice that almost all of</p>

the programs had 100% “improvement” in the students served. “WestEd conducts independent, third-party evaluations of implementation and outcomes, using methods that are appropriate to the local context.” Please see link for more details.

<https://www.wested.org/research-evaluation/what-we-do/conduct-third-party-evaluations/>

Exhibit B3. Demographics of Youth Served by CBOs (Continued)

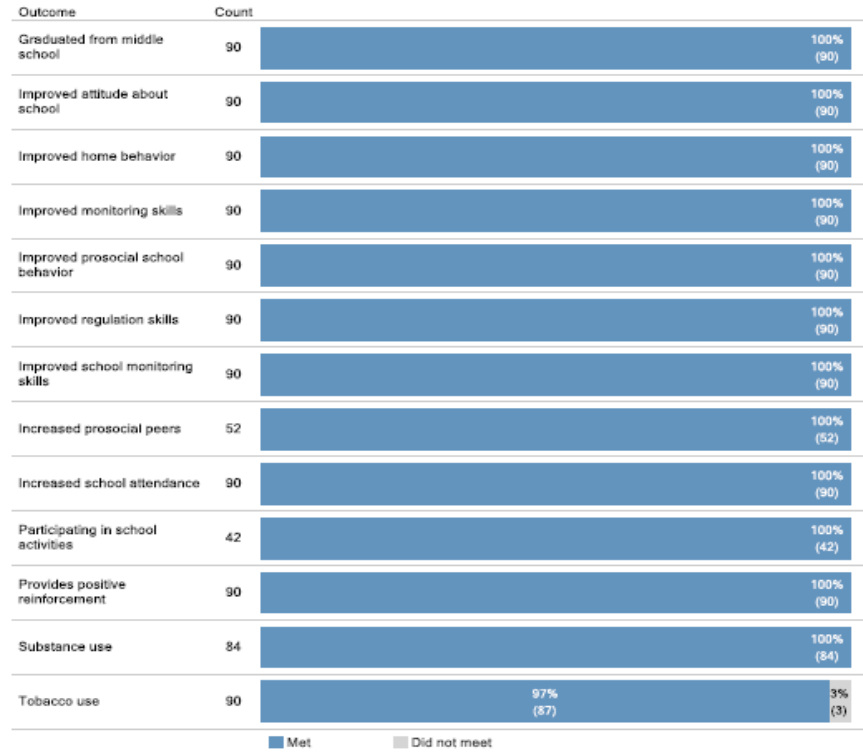
	PV Jobs		StudentNest		Wylie Center	
	n	%	n	%	n	%
Gender						
Woman/girl	22	44%	44	49%	25	38%
Man/boy	28	56%	42	47%	39	68%
Non-binary (neither, both)	0	0%	4	4%	1	2%
Something else	0	0%	0	0%	0	0%
Missing	0	0%	0	0%	0	0%
Age						
6 to 9	0	0%	0	1%	0	0%
10 to 13	1	2%	16	18%	8	12%
14 to 17	49	98%	74	82%	53	82%
18 to 20	0	0%	0	0%	3	5%
21	0	0%	0	0%	0	0%
Missing	0	0%	0	0%	1	2%
Race						
American Indian or Alaska Native	0	0%	0	0%	0	0%
Asian, Native Hawaiian or other Pacific Islander	0	0%	0	0%	2	3%
Black or African American	4	8%	34	38%	8	12%
Hispanic or Latino	45	90%	41	46%	47	72%
White	0	0%	15	17%	5	8%
More than one race	0	0%	0	0%	0	0%
Other race	0	0%	0	0%	3	5%
Missing	1	2%	0	0%	0	0%
School type						
Alternative learning school	3	6%	0	0%	2	3%
Charter academy school	1	2%	0	0%	3	5%
College	0	0%	0	0%	0	0%
Continuation school	2	4%	17	19%	5	8%
Dropped out of school	0	0%	0	0%	0	0%
Homeschool	0	0%	4	4%	5	5%
Online school	1	2%	0	0%	0	0%
RCOE learning center	1	2%	0	0%	22	34%
Traditional school	42	84%	69	77%	29	45%
Private school	0	0%	0	0%	0	0%
Not applicable	0	0%	0	0%	1	2%
Missing	0	0%	0	0%	0	0%

Demographic information were not reported for CBOs that served fewer than 25 youth in order to protect youth's confidentiality. Percentages may not sum to 100 percent due to rounding.

Exhibit 101. StudentNest Services Provided and Number of Duplicated Youth Served from January to April

Service	Hours	Number of Clients
Life Skills/Character Development	▪	268
Prosocial Activities	-	256
Homework Assistance	▪	197
Tutorial	▪	179
Mentoring	▪	156
Youth Mentoring	▪	102
Educational Career Planning	-	101
SAT Prep	▪	47
College Prep	▪	38
Financial Aid	-	22

Exhibit 103. StudentNest Youth Outcomes



Milwaukee Public Schools – 3rd Party Review

SN’s educational services meet the Promising Evidence to support the improved achievement demonstrating a rationale based on high-quality research findings and positive 3rd party analysis by Dr. Carolyn J. Heinrich and Dr. Annalee Good. 2018 in their study: Research-Informed Practice Improvements: Exploring Linkages between Schools Use of Research Evidence and Educational Outcomes over Time.

“Looking at patterns and estimated effects of SN’s Tutoring in Milwaukee Public Schools (2016 – 2017) it was found that “Student gains in reading through StudentNest tutoring are statistically significant. Those who received tutoring from StudentNest had reading gains of 0.178-grade equivalents higher than similar students who did not participate. In terms of the standardized (scaled score) gain measure, the effect size of 0.122 corresponds closely with the average tutoring effect in reading estimated for the T4U tutoring program in 2014-15 (Heinrich and Good, 2018). The estimated effect of StudentNest in math is smaller than in reading— 0.103-grade equivalents and 0.092 on the scaled score measure—but higher than the 2014-15 T4U estimated effect in math, and the latter estimate is very close to attaining statistical significance.”

	<p><i>What distinguishes your services from your competitors?</i></p>	<p>SN has over 18 years' experience in providing services to K-12 School districts, schools, State, Counties, cities and other governmental agencies. Since its formation in 2004, we have served over 100,000 students from 2,500+ schools. We have successfully provided over 6 million hours and 300 million minutes of tutoring and intervention and have completed over 300,000 assessments. The 6 million hours have been done as 1:1 and, 2-5 in small groups including students of correction, court and community schools. We are well experienced at in-person and virtual tutoring from elementary till high schools depending on the needs of the school and parent/student. SN has extensive experience for providing tutoring services to students with special needs.</p> <p>SN is very familiar with providing services to ESCs throughout the State of Texas. We have worked with a majority of the 20 total ESC's as we have held contracts with TWC for over 6+ years. This TWC contract we provided MOU's for tutoring with all the programs including ESCs.</p> <p>SN has been awarded contracts by the following districts to provide educational services in Texas:</p> <ul style="list-style-type: none"> ❖ Texas Workforce Commission (TWC): SN has collaborated with TWC to implement a Math Assistance Call Center (MACC) for Adult Education and Literacy participants within the existing Agency infrastructure to assist with the mathematics components of the Texas certificate of high school equivalency exam. Under this contract SN works with all 20 ESC. ❖ Fort Worth ISD: Offer to program in a multitude of enrichment areas for a specified period of time at FWAS site-based campuses. Sample Enrichment activities include: Academic Enrichment (does not include homework help & tutoring), Fine Arts (visual or performance), Recreation and Sports, Character Development and Community Service/Service Learning. ❖ Lockhart ISD: Provide tutoring services by degreed professional teachers to accomplish the following: tutoring, on-site educational evaluation and tutoring program management services at LISD schools and facilities. ❖ Houston ISD : Provide student learning experiences to extend the curriculum or enrich student development through various activities (during various out of school times and/or during the day) to include activity sessions, student internships, demonstrations, and other methods to increase students' academic achievement, behavior, knowledge and skills. ❖ Frisco ISD: Provide highly qualified Professional Development Consultants, Clinicians, Speakers, and Teachers. PD and Training shall be provided for departments District-wide on an "as-needed" basis, including but not limited to teachers, administrators, instructional support, and business staff at each of our locations and school campuses. ❖ Humble ISD: Tutoring services for K-12 students, districtwide program. RFP 2021-018 ❖ Harris County Department of Education (HCDE): Provide academic programs for Qualified Zone Academy Bond (QZAB) projects in collaboration with Choice Partners. ❖ Pasadena ISD: Provide after-school enrichment for students that align with PISD Vision and Mission. Provide programs for students to address the needs of PISD administration. ❖ Austin ISD: K-12 On-site and online tutoring services- District Wide
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		<p>❖ Spring Branch ISD: Provide hands-on enriching math, literacy, science and studies activities, in a safe constructive alternative environment for students. These opportunities include Robotics, Technology, Computer Education, Manipulative, Literacy, Art, Music, Science, Cooking/Baking, Math, Science and Social Studies.</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>StudentNest uses multiple avenues to recruit potential staff including: Indeed; Zip recruiter; word of mouth; outreach to colleges & universities; retirement agencies; and other platforms which focus on the demographic we are searching for.</p>		
	<p><i>Describe your screening/background check process and any policies that ensure the safety of students and staff.</i></p>	<p>SN tutors will be required to go through an intensive FBI and DOJ background check and TB testing, and COVID-19 tested (vaccination as required) where applicable. SN key personal each have a minimum of 18 years of educational background. This includes the President/CEO, COO, and VP of Educational Services (18 years with SN) and both directors of education in the region (8 years) with SN.</p> <p>All procedures to complete and comply with background checks will be performed by AVP of Educational Programs who will provide the live scan forms to the new hires via mail or email. This comprehensive background check of each tutor is completed prior to any student being assigned to offer services for SN. This ensures only qualified candidates with no criminal records are employed as tutors. SN will provide a list of SN tutors, (including substitute tutors) and administrators indicating that each tutor has the required live scan fingerprint, background check and the date the check was performed. SN tutors are responsible to Dr. Brad Huff, SN’s VP for Ed. Programs, who verifies: tutor background checks; tutors’ educational background; and credentials. These clearances shall be in the staff member’s file and available for review upon request by ESC region 10.</p> <p>SN will ensure provide educators who have completed and provided certificate of Child Abuse Mandated Reporter Training provided by the state of Texas. All educators will have TB and COVID-19 tested and found to be free of communicable tuberculosis. Certificates of clearance from the examining physicians shall be maintained in file and will be readily available to ESC upon request or audit. Besides this, the applicant will also provide for the submission of fingerprints of its employees.</p> <p>All SN tutors are required to complete the following requirements/training upon hire:</p> <ul style="list-style-type: none"> ● Background check on each tutor. ● Abide by the Code of Conduct ● A fingerprint check in accordance with the appropriate state and federal laws. ● Trained in Confidentiality of Criminal Offender Record Information (CORI). ● Completed Child Abuse Mandated Reporter Training ● Attend Professional Development workshops. 		
	<p><i>Describe your onboarding process for new tutors, counsellors, and professional development consultants.</i></p>	<p>Upon hiring they undergo the mandatory training. The table below shows the components of the training and the Professional Development thereafter.</p> <table border="1" data-bbox="745 1307 2045 1421"> <tr> <td data-bbox="745 1307 1060 1421">Content</td> <td data-bbox="1060 1307 2045 1421">The educator understands the core concepts and structure(s) of the discipline(s) and creates learning experiences that make the content meaningful to students.</td> </tr> </table>		Content
Content	The educator understands the core concepts and structure(s) of the discipline(s) and creates learning experiences that make the content meaningful to students.			

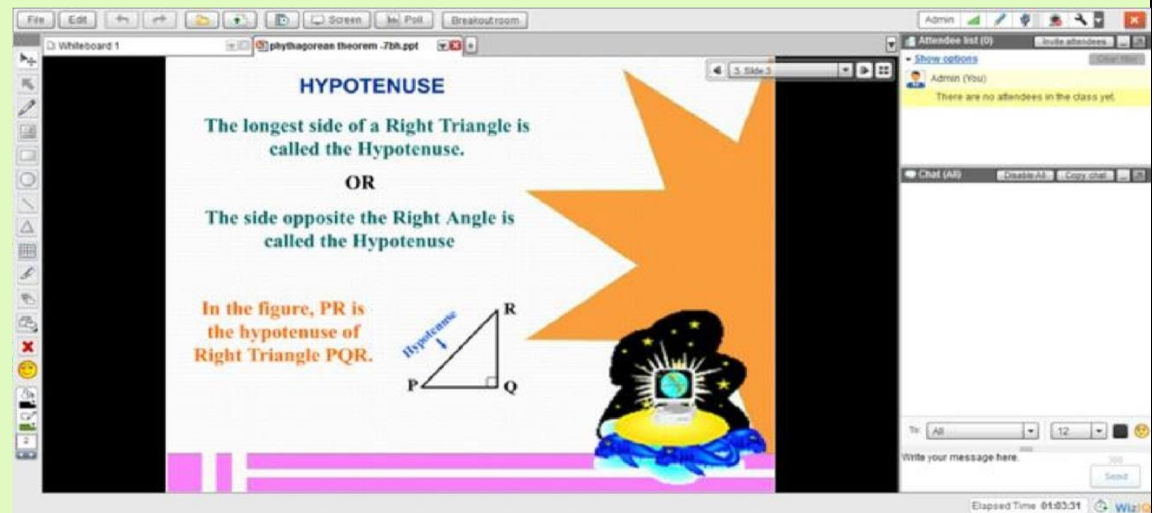
	Online World	In addition, online educators are trained to provide specific evidence to school leaders demonstrating that they: <ul style="list-style-type: none"> • are prepared well to use modern information, communication, and learning tools • are motivated self-starters who work well without constant supervision • are student-centered and flexible, while maintaining high standards • are able to promote online dialogue to deepen the learning experience.
	Human Development and Learning	The educator understands how children develop and learn and provides learning opportunities that support the intellectual, social, emotional, and physical development of the students.
	Diverse Learners	The educator understands how students differ and adapt instruction for diverse learners.
	Communication	The educator understands and uses effective communication.
	Learning Environment	The educator understands individual and group behavior and creates a learning environment that fosters active engagement, self-motivation, and positive social interaction.
	Planning for Instruction	The educator understands instructional planning and designs instruction based upon knowledge of the disciplines, students, the community, and students' content standards.
	Instructional Strategies	The educator understands a variety of instructional approaches and uses them to promote student thinking, understanding, and application of knowledge.
	Professional Growth	The educator understands the importance of continuous learning and pursues opportunities to improve teaching.
	Professional Relationships	The educator understands the role of the school in the community and collaborates with colleagues, parents/guardians, and other members of the community to support student learning and well-being.
	Educational Technology	The educator understands the role of educational technology in learning and uses educational technology as an instructional and management tool.
	Professional Conduct	The educator understands and maintains standards of professional conduct guided by legal and ethical principles.
<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>We believe in continuous professional development of our staff for this we provide need base training sessions to them. Our tutors are from diverse background and able to understand the needs to each student. They have vast experience of Elementary Education, Reading and Content area Reading and can communicate in native and non-native languages including English; Spanish; Protégées, Hindi; Punjabi; Bengali, Gujarati, Hmong; Vietnamese; Cambodian and Haitian Creole. Educational instruction is a very dynamic field, meaning that there are constant developments being made. Because of this, our curriculum specialist Dr. Brad Huff will provide ongoing training and supervision throughout the duration of our program, using methods such as workshops, group meetings, and on-site visits. PD (Professional Development) will be provided on predetermined dates, as well as on an as-needed basis to our newly hired and existing tutors. It will include information on instructional materials, programs, strategies, and approaches that are grounded in published research. Topics will include instructional strategies that are based on scientifically based research, early</p>	

		<p>intervention, and the use of valid and reliable assessment instruments to monitor progress and to identify participants who may not be the expected progress. As we update technology or there are changes made to state standards, PD will be scheduled. PD training sessions will be held two to five hours each academic year of varying length depending on the content. PD will cover the following: Content; Online World; Human Development and Learning; Diverse Learners; Communication; Learning Environment; Planning for Instruction; Instructional Strategies; Assessment; Professional Growth; Professional Relationships; Educational Technology; and Professional Conduct</p> <p>In addition, educators are trained to provide specific evidence to school leaders demonstrating:</p> <ul style="list-style-type: none"> ● are prepared well to use modern information, communication, and learning tools ● are motivated self-starters who work well without constant supervision ● are student-centered and flexible, while maintaining high standards ● are able to promote dialogue to deepen the learning experience ● are able to provide continuous feedback on different written conventions including Essays, book reports, resume etc. <p><u>The methodology for how SN evaluates their instructors throughout the year</u></p> <p>Quality Control is conducted through random monitoring of educators. By randomly monitoring sessions performed by SN educators we can ensure appropriate material in being taught and measure the quality of the educator’s approach, skills, knowledge, relationships (ability to motivate students in engaging academic interaction), and curriculum.</p> <p><u>Educator Evaluation Aspects:</u></p> <p><u>Planning and Preparation:</u> Demonstrating knowledge of content and pedagogy, demonstrating knowledge of students, selecting instructional goals, designing coherent instruction, assessing student learning;</p> <p><u>The Instructional Environment:</u> Creating an environment of respect and rapport, establishing a culture for learning, managing instructional procedures, managing student behavior and organizing physical space;</p> <p><u>Instruction:</u> Communicating clearly and accurately, using questioning and discussion techniques, engaging students in learning, providing feedback to students, demonstrating flexibility and responsiveness.</p> <p><u>Professional Responsibilities:</u> Reflecting on teaching, maintaining accurate records, communicating with families, contributing to the school and district, growing and developing professionally, showing professionalism.</p>
	<p><i>Describe any other value-added services or products such as books, curriculum, or online offerings.</i></p>	<p><u>SN online tutoring service as mentioned in RFP as added benefit</u></p> <p><u>Descriptions of Software:</u> SN has used this platform for the past 18 years to provide online tutoring to students in United States, Canada, Mexico and India. The (Virtual Classroom) VC expands our teaching reach beyond a traditional classroom’s four walls. This platform allows us to reach anyone from working adults to full-time students, no matter where they are in the world using Roaster and signal sign on (SSO) through Class Link, as long as they can connect to the web. It enables teachers and students to teach and learn effectively live, online overcoming the barriers of distance, time and cost. A live session can be created for a date and time that works for both student. Any time-one disparities are automatically accounted for. This platform is similar to Zoom, Google Meet, Microsoft Teams, WebEx, and others. SN utilizes both VC and Google Meet for its services. We have capability of In- person, virtual and hybrid lessons however, in compliance to RFP chat base interface with speech to text without video components will be provided.</p> <p>This unique teaching environment offers delivery of media-rich content and offers many levels of interactivity and the biggest advantage is that this solution has the capability to provide tutoring to any number of learners around the globe simultaneously. Synchronous video, audio, and text chat offer ways for teachers to communicate with students, and students to collaborate with one</p>

another during live classes.

- Increase student engagement with real-time audio communication, text chats, and advanced, interactive whiteboards.
- Deliver live classes on-the-go from any mobile device using Android and iOS apps.
- Manage classes and students easily with handy features like Attendance Reporting,
- Access VCS from any internet browser, without downloading any software.

Session Description: Both student and the tutor receive Sign On to log into the session. When the student logs in, the tutor is waiting and greets the student using audio. SN provides media rich instructional materials. The SN lessons contain many colorful visual images to support the foundation Reading, Language, Mathematics, and/or Science skills, STEM, Robotics coding and Technical concepts. We have interactive teaching interface for various courses including Art, Music and Health, Social Studies, English, Language Arts, World Languages, Career and Technical Education. SN teachers do not read the text in the Content Library lessons to the students. Students read the text. We find if a student cannot read a term, he or she does not know the concept, and this is a key signal of where to begin to work with a student. All study materials are presented in format where each lesson is described in detail followed by practice questions. Enough spaces are given for students to write and solve questions. Please see the screenshots below.



Secure one to one between students and teachers: On any given day during the school year, we conducted over 1,000 live individual sessions during our peak time. This is almost all on a 1:1 basis or in small group. VC allows instructors/ teachers to interact securely with students during live online classes for effective real-time communication through chat or audio. Multi-language capabilities allow teachers to chat in the language students best understand.

Operated on Multiple Operating Systems:

- a. Our VC operates on IOS, Android, Chrome OS, Windows platforms and works effectively and connects on mobile devices.
- b. This virtual classroom is also available through a mobile App. Built on a cloud- based LMS, the new mobile app can be downloaded from the App Store.
- c. Students can use their smartphones or tablets to access course documents and presentations, with the option to view class recordings. The VC does not require any software installation or hardware pre-requisites except the standards of Adobe flash and MS applications. The only requirement is a computer, chrome book, tablet with any operating system connected to the internet with any web browser. The platform from SN was developed with a responsive design; therefore, it detects the requesting device’s screen size and orientation and displays the optimal layout. Therefore, accessibility via mobile devices is not an issue at all. The VC has been utilized on multiple platforms using devices made by different vendors. The platform was created in a way that the bandwidth needed for operating is extremely low. This helps keep the amount of data usage to a minimum.

The multiple language support will be provided through VC as well. This means that the complete classroom can be in the preferred language of the participant or the tutor, which includes:

- The text tool Text chat Whiteboard Other

Built-in **two-way whiteboard** capabilities (Multiple pages and math tools): The VC has built in multi-page whiteboard functionality which will equip teachers with multiple teaching tools like drawing tools, selection and pointing tools, mathematical toolbar, and tabs for multiple whiteboards. The whiteboard facilitates delightful, real-time classes, as it can be used to solve mathematical equations, write notes, create diagrams, and show graphs. It allows screenshots to be uploaded to help students. Work can be saved for future reference, and multiple to unlimited whiteboards ensure you don't have to erase anything.

The whiteboard allows instructors to play PowerPoint presentations, project spreadsheets and share documents from your computer or the Content Library. To play videos, they can be accessed using their respective YouTube URLs or uploaded to the Content Library. Once given the controls, students can also use the whiteboard to brainstorm ideas among themselves.

Whiteboard Capabilities: Multiple whiteboards can be launched in the same session and each will have the following tools:

- ✓ Selection Tool: It allows you to select an object on the Whiteboard.
- ✓ Pointer Tool: It enables you to point out a certain area of the Whiteboard.
- ✓ Free hand: Use this tool to draw on the Whiteboard.
- ✓ Calculator: For fast calculations
- ✓ Text: It is used to write text on the Whiteboard using a keyboard.
- ✓ Rectangle: Draw a rectangle on the Whiteboard using this tool.

- ✓ Ellipse: Draw an ellipse on the Whiteboard using this tool.
- ✓ Line: Draw a line on the Whiteboard using this tool.
- ✓ Triangle: Draw a triangle on the Whiteboard using this tool. All these shapes are rotatable and resizable.
- ✓ Graph: Draw a graph on the Whiteboard using this tool.
- ✓ Eraser: It is used to erase objects from the Whiteboard.
- ✓ Special Shapes: You can draw various shapes such as standard shapes like ellipse, line, rectangle, etc.
- ✓ Delete Shape: Select this tool to delete the shapes on the Whiteboard.
- ✓ Smiley: It is used to express various emotions using the emoticons.
- ✓ Fill Color: Select this tool to fill a shape with color.
- ✓ Line Color: Select this tool to change the line color.
- ✓ Line Size: Select this tool to select the line thickness or size.

Copy pastes from desktop to whiteboard: To place a text on the whiteboard from another application you first have to open the text box. In that box you can copy the desired text from the application using copy or "Ctrl + c" key combination->> Right click on the whiteboard and select "Paste text from clipboard" or alternatively paste the text using "Ctrl + v" key combination.

Ability to import multiple files: The VC has had the ability to upload word, excel, & PowerPoint files. All our content to date has been created as Word, PowerPoint, or PDF files.

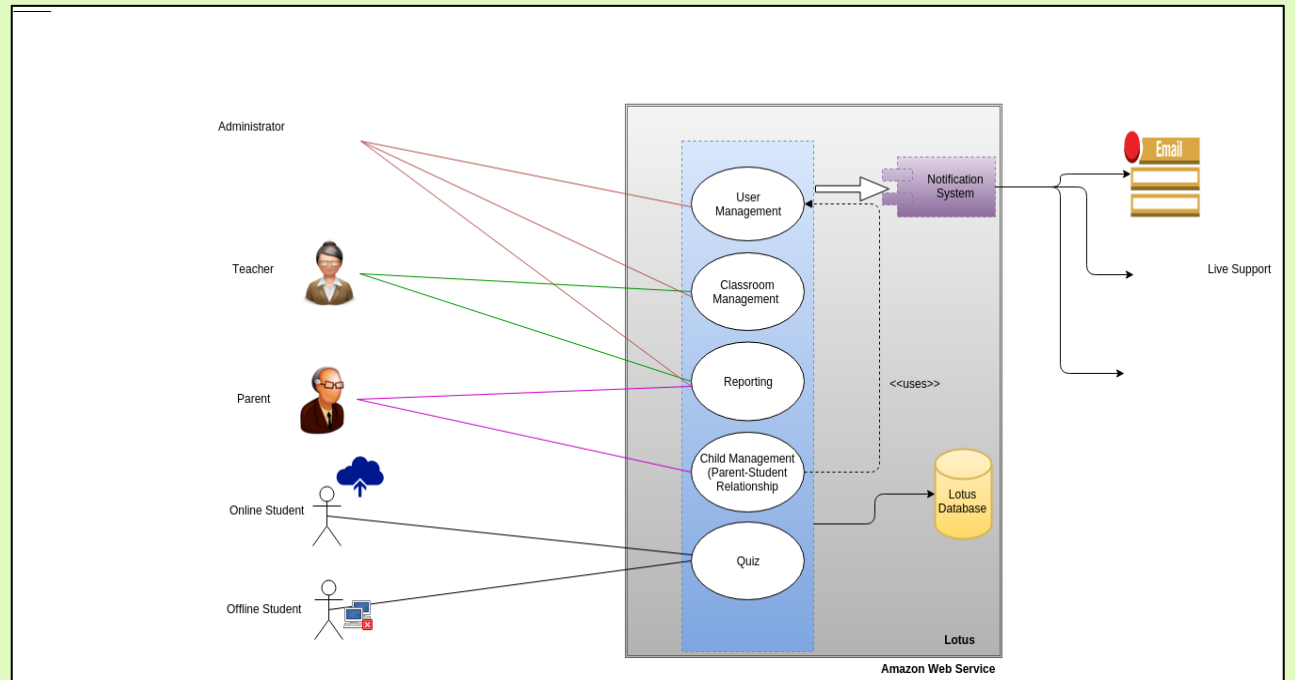
Saving whiteboard files locally: In the VC, the whiteboard consumes the largest portion of screen real estate. It can be treated as a virtual flip chart, where teachers can give students the writing controls so they can brainstorm. Instead of tearing off the full sheet when you're finished, you can save it for reference later, and start with another blank whiteboard. Even better, using browser-like tabs, you can have multiple whiteboards in use without having to erase anything.

SN provide adaptive learning application LOTUS as interactive learning interface to foster learning.

LOTUS – Computer Assisted (Adaptive Learning AI based) mobile app via iOS, Android, and web.

SN will offer supplemental support utilizing its proprietary academic intervention app called Learning Online Through Universal System (LOTUS). This application provides numerous tasks for interactive practice and assignment solution and helps participants improve their skills and performance. The goal of achieving mastery through independent practice and keeping the student in learning will be accomplished through the use of LOTUS. This app will boost the learning process because it will allow participants to work on problems at their own pace, which can be particularly useful for struggling participants who need more time to solve a problem and it will also provide immediate feedback to individual learners about their performance. It has the flexibility to sync with adaptive learning and can be accessed anywhere, anytime, on any device (iPad, Android tablets, Chromebooks and laptops). Following are the key characteristics of this app.

- ✦ **Over 75,000 practice questions** in Math, Reading Writing and Science aligned to state standards. This application provides numerous tasks for interactive practice and assignment solution and helps participants improve their skills and performance.
 - ✦ **Easy to Use:** The app is easy for 1st-time users and video tutorials are provided if needed.
- Also, the app is compatible with Android, iOS, Desktop, and other Operating Systems.
- ✦ **Secure:** All the data and application of LOTUS is deployed on the secured Amazon server. User data in LOTUS is stored in a non-readable encrypted form which makes impossible for an unauthorized end user to read it. LOTUS has token-based authentication and role-based authorization.
 - ✦ **Adaptive Learning:** LOTUS maximizes the learning for a student by adapting the difficulty level of a question as per the student's performance in the previous questions. This is done in real-time while the student is working on his Educational Plan (EP). And if the questions become too difficult for the student to answer, LOTUS automatically adjusts and reduces the difficulty level of subsequent questions.
 - ✦ **Online and Offline support:** Once a student downloads EP on the mobile application, he/she can work on completing it even without internet access. And once the Internet is available, the app automatically syncs the results back to the server and also downloads any new EP available.
 - ✦ **Text-to-Speech feature:** The app can read out the questions and hints to the student. In the future, we plan to enable voice recognition, so that students with special needs can also dictate their answers.
 - ✦ **Virtual Scratch Pad:** A utility provided for students to work out their answers.
 - ✦ **Instructions/Guidance:** Instructions related to a particular topic are available for the student in the form of videos and images.
 - ✦ **Credit Points:** To provide Gamification in the app, credit point functionality is implemented. On each correct answer, some credit points will be added to the student's account.
 - ✦ **Multi-Language support:** All questions are available in two languages-English and Spanish. Based on the user's selection, the language will be changed along with the ascent in text-to-speech.
 - ✦ **Video Counseling:** This program is also being offered through LOTUS.
 - ✦ **Question Hints:** In order to help students in attempting the questions each question is also associated with some hints which help the student in attempting the question.



Multi-Tiered Approach to Intervention: LOTUS app supports the appropriated levels and types of scaffolding and differentiation techniques. Within each specific level, the intervention services will be customized to the needs of each student. Teacher can assign modules of different levels to a particular User. There are 3 types of module:
a) Practice module b) Assignment module c) Quiz module

- ✓ **Practice Module:** This will be assigned to the beginner level users where students will be able to see hints/instructions and they will have multiple attempts to answer a question.
- ✓ **Assignment Module:** As the students progress, they will move on to assignments module. In this, tasks will be assigned at the Intermediate level where the student will be able to see hints but have only one attempt to answer a question. However, he or she will not be able to see instructions.
- ✓ **Standards Aligned Assessments/ Quiz Module:** LOTUS provides various aligned formative, summative and self-assessment banks which allow the teachers to interpret the performance of students. These assessments are adaptive in nature which means that difficulty level of the questions appearing in the quiz changes on the basis of the attempts of the students. Each question is assigned a difficulty level from total 9 levels. The 9 levels would be grouped into Low, Medium, and High difficulty. Each group will have 30 questions. The student's difficulty level

changes according to the last attempt of the student. Quiz Modules will be assigned when the student clears the practice and assignment modules. In this module, students will not be able to see hints/instructions and they will have only one attempt to answer a question. Also, various difficulty levels and adaptive testing is implemented for the students. Users will be getting questions of different depth of knowledge. LOTUS aims at improving subject expertise for a user. For that, we have designed our system in a way that keeps on repeating similar kind of questions to the user, unless he/she is able to correctly answer that type of question. This feature is being upgraded on a monthly basis.

- ✓ **Adaptive Learning:** We ensure that LOTUS maximizes the learning for a student. LOTUS does this by adapting the difficulty level of a question as per the student's performance in the previous questions. This is done in real-time, while the student is working on his learning plan. If a student fails on a difficult question, LOTUS automatically adjusts and reduces the difficulty level of subsequent questions.

No. Of questions	Difficulty Levels	Group
	DOK1	Easy
10 Questions	10	
10 Questions	20	
10 Questions	30	
	DOK2	Medium
10 Questions	40	
10 Questions	50	
10 Questions	60	
	DOK3 and DOK4	Hard
10 Questions	70 (DOK3)	
10 Questions	80 (DOK3)	
10 Questions	90 (DOK4)	

<p>Ability to integrate with existing curriculum</p>	<p><i>Please describe how your tutors, counsellors, or consultants ensure that they are reinforcing the client's curriculum and culture.</i></p>	<p>SN proposes to offer in-person and virtual tutoring services through its dedicated program which is high quality and specifically designed to provide personalized learning opportunities for students in K-12 public school system in the subjects of reading, writing, mathematics, and social studies. We deliver robust engagement anchored in positive youth development. We ensure that our instructional material is aligned with client's curriculum. We focus on continuous improvement using school and student data to tailor programming and instruction focused on results relating to attendance, and proficiency graduation. Tutoring shall be provided before school, during school, after school, and/or summer school on an "as needed basis" and will be secular, neutral, and non-ideological. Our added service is our online tutoring system. The online/distance learning instruction will be facilitated through the virtual classroom with live assistance using computer/tablet and internet. SN will provide tutoring services to K-12 in all ESC Region 10 School Districts.</p> <p>Program content will supplement regular classroom instruction. Services will be provided through Dedicated Handouts, PowerPoint™ Presentations, Vocabulary Definitions, Student Activities, and Quizzes. SN will provide materials (e.g., paper and copies of textbooks for the teachers to use) and access to computers/tablets or other technology used in the classroom. SN supplements students' classroom learning with instructional materials that will help them develop targeted grade level skills in ELA, Math, and Science. We have more than 2,000 Standards aligned teaching ready lessons that are easily accessible and have been developed with the objective of making teaching and learning fun and engaging. The instructional materials that we use share a focus on the same academic content and achievement standards as those of the ELAs and are designed to help students meet those standards. Ensuring that the instructional content is aligned to state approved standards is the responsibility of our curriculum staff which comprises of Program Manager, Curriculum Specialist, and Lead Tutors. Our Program Monitor has more than five decades of "educational" experience and curriculum specialist and lead tutors are also credentialed teachers with more than 15 years of teaching experience. Their skills and expertise have resulted in the creation and development of superior quality content and assessments for the students we work with throughout the school year.</p> <p>SN has experience providing both 1:1, small group (2-5), and large groups (6-10, 11-20, & 21-30). The decision to provide services to a student either 1:1 or in a small group (5:1) will be determined by the school representative. SN has been providing Learning Loss Mitigation (LLM) type tutoring in many of our contracts (Lockhart ISD, Los Angeles County Office of Education (LACOE), Riverside Probation, and Chino Valley Unified School District. These programs have been in place for over five (5) years at a minimum, however, with LLM issues, focus was to provide targeted tutoring and assist with core knowledge loss along with homework help and test prep.</p> <p>SN will provide in person, virtual tutoring and utilizing its mobile app LOTUS (Learning Online Through Universal System) in 1:1 and groups as requested by ESC/Districts. Grouping will be done based on the subject of need as identified through Schools/State assessments and the areas of need as identified through pre-assessments conducted by SN. We will group students who share the same grade level and needs. Any other elements ESC/Districts would require will be incorporated into the grouping analysis.</p>

SN will offer a program which is high quality and specifically designed to increase students' academic achievement. Our tutoring program is based on extensive review of published national standards, studies, codes, state standards and internal analyses. Instructors will provide students with targeted, research-based interventions that align to Texas State Standards for Reading, Writing, and Mathematics to ensure that students make significant progress towards meeting the grade level expectations. Our instructional approach is based on the understanding that all participants are individuals who come to us at different academic levels and with a variety of skills, talents and needs. We adopt differentiated instruction and do "whatever it takes" to support student learning for participants who are struggling at schools. SN will make special accommodations for Students with disabilities (SWDs); Individualized Education Program (IEPs) and English Learners (ELs). Our tutoring methodologies will be diversified to meet the unique learning styles of participants.

The tutoring process commences with the conduction of a pre-assessment test which leads to the development of an Individualized Learning Plan (ILP). Students shall be initially tested in all sections and subtests will be prescribed for the Elementary and Secondary Education age group in the testing materials, regardless of the subjects each student is to be tutored. These assessments will assist us in gauging where students are in their academic progress. The assessments will also aid in tracking the academic progress of each student during while they are enrolled in the educational support courses and utilizing our services. After academic assessment and consultation with the student and parent, an ILP is collaboratively prepared in a format approved by ESC/Districts. After ILP creation, an instruction schedule is finalized. This schedule ensures that the student receives consistent educational services at a pace proven to increase academic progress. ILPs will specify which topics and concepts in any given subject students are having difficulties with. SN develops a ladder of progress and steps that students follow as they become proficient and/or advance in subjects identified by the pre-assessment. ILPs will also include the student's educational goals and an effective academic plan that will assist the student in achieving these goals. Please refer to the chart below identifying the process for tutoring.



Pre Assessment: Within 48 of receiving completed and signed Tutoring Referral, our call center staff will contact clients/parents to inform them about the program. A pretest will also be scheduled. As shown in the flow chart above, the tutoring process will commence with the conduction of a pre-assessment test to determine the academic needs of the client. All clients will be pretested within 10 days and will not exceed a maximum of two (2) hours. These tests will be grade to get a pre assessment score. For assessments, in accordance with the standards for validity and reliability as set forth in 'The Standards for Educational and Psychological Testing (1999)', the applicant has incorporated testing data created by the NorthWest Education Association (NWEA). It is one of the most respected testing agencies in the country with millions of student results to support the validity and reliability of its products. SN has contracted for NWEA for the past several years and has utilized its skills and concepts to create its own proprietary test bank called STEPS. NWEA's SN/MAP/STEPS offers a multitude of ESC curriculum aligned interim/summative and formative assessments that are used strategically throughout the program and serve the following purposes.

- Identify the skills and concepts individual clients have learned.

		<ul style="list-style-type: none"> • Diagnose tutoring needs of individual clients. • Monitor academic growth over time. • Make data-driven decisions. • Help place new clients into appropriate tutoring programs. <p>Middle-Assessments: All clients will be tested halfway through the referral expiration date; the assessment shall not exceed a maximum of two (2) hours. Ongoing summative/formative assessments developed in collaboration with NWEA will be an integral part of the tutoring process. These assessments will help in determining that tutoring is going on the right path and provide information needed to adjust teaching and learning while they are happening. If it is determined that for any reason, the student is not showing the gains that they should be showing, that information will be provided to our staff who will communicate with the parent/school to determine where the gap is taking place. The assigned staff will call the parent and based on the parent’s input; staff will conduct a conference with the parent/student. This communication will be conducted as soon as a potential problem is identified so that necessary adjustments can be made immediately. These adjustments help to ensure students achieve targeted standards-based learning goals within a set time frame. Although formative assessment strategies appear in a variety of formats, there are some distinct ways to distinguish them from summative assessments.</p> <p>Post Assessments: The post-assessment measures the students increase in academic achievement. We will consolidate all the data from the middle assessment from each student and send out progress reports in order to make the provision of our services more transparent. At the end of the program, the data from all the assessments will be evaluated to determine pass/fail, grades, mastery. The post assessment shall not exceed a maximum of (2) two hours.</p>
Ability to maintain student privacy standards	<i>Explain any policies or procedures your company uses to ensure the privacy and proper handling of student and staff data.</i>	Our solution uses a protocol that encrypts session files in real time, while the data is being transferred. This VC encrypted online streaming stops illegal downloads and secures our data from theft or privacy. Student’s data privacy is our prime concern and we make sure to use the highest standards for protecting student data such as student privacy pledge COPPA; CIPA; and FERPA compliant. Any data collected is stored on AWS servers in the United States. This ensures compliance with ESC
Customer service/problem resolution	<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>Communication with District</p> <p>SN has a call center which can assist with managing the initiation of services, ongoing supervision, and closure of tutoring. SN Live Chat can be reached by toll-free telephone support during the hours of 24/7 via our toll-free number is (888)-295-3916. With no limit to time or space, we provide 24/7 real-time support to students. Live Chat answers within 3 minutes. If a student/ parent/ District prefers they may log into our website www.studentnest.com/ 24/7 to access our email feedback system. A return email will be sent within 24 hours. Student/ parent/ District will be able to utilize toll-free telephone support to cancel a tutoring session in a timely manner. This access to parent/student will only be given if requested and approved by ESC first.</p> <p>Call Center Staff :-Provide customer support to students regarding all aspects of this program.</p> <ul style="list-style-type: none"> • Follow up; respond to student, complaints, inquiries, and requests. • Act as a liaison to students in connecting them to tutors who will provide online peer to peer educational assistance. <p>Parent Communication</p> <p>SN has a call center which can assist with managing the initiation of services, ongoing supervision, and closure of tutoring. SN Live Chat can be reached by toll-free telephone support during the hours of 24/7 via our toll-free number is (888)-295-</p>

		<p>3916. With no limit to time or space, we provide 24/7 real-time support to students. Live Chat answers within 3 minutes. If a student/ parent/ District prefers they may log into our website www.studentnest.com/ 24/7 to access our email feedback system. A return email will be sent within 24 hours. Student/ parent/ District will be able to utilize toll-free telephone support to cancel a tutoring session in a timely matter.</p> <p><u>Live Chat Feature:</u> Teachers, Parents and students can now chat with admin team anytime, or leave message if team is offline. The Live Chat Support window is accessible on each and every page of all the users. There are several options for the user while live chat support: 1. Change name: simply changes the display name used for chatting. 2. Print Transcript: allows user to print the current chat details. 3. Sound on/off: toggle between mute/unmute chat sound options. 4. Upload file: allows user to send any file to Admin. 5. End Chat: close the chat window. Once you end the chat, you will get the text that 'Your chat has ended'. And will get two more options: 1. Start new chat: will start the new chat window. 2. Email transcript:user can use this option to email the chat details to his email ID .</p> <p><u>Notification through email and text:</u> Students can either use email or text messaging to receive notifications/alerts from the teachers/administrators. Student's result can be seen at various granularities (Learning Plan, Strand, Topics, and Quizzes). Parents will receive an automated email/SMS when student completes a topic. Same notification will be sent to teachers/admins to track student progress.</p>
Contract implementation / Customer onboarding	<i>Describe how you onboard customers with your services to ensure success.</i>	<p>In order to build stronger customer relationship, we ensure to provide personalize plan to each students. Along with that we focus on below mentioned areas.</p> <ul style="list-style-type: none"> - Communicating with parent for student's pre assessments in order to identify their learning needs. - Set up assessment with parent/student. - Assessment results and ILP details shared and explained to parent/guardian. - Monthly progress reports and attendance data shared with parent/guardian and need base meetings with parents. - Regular reminder calls with parent/student to ensure high rate of attendance via SN call center. The call center also allows an opportunity for parents to cancel any upcoming session and reschedule - Communication via email, calls, and US mail if needed for any updates - Parent feedback solicited to help improve tutoring services on an individual basis. - Questionnaire during sessions and end of services to address any questions or concerns
Financial condition of vendor	<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 & bond ratings, letters of credit, and detailed refence letters</i>	Kindly refer to the attached Financials on Page no.83-88

	<p><i>What was your annual sales volume over last three (3) years?</i></p>	<p>2022= \$3.3 million 2021= \$1.8 million 2020= \$1.4 million</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<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>Reporting SN agrees to provide documentation for progress and attendance (i.e., progress reports, attendance records, duration, and a total number of participants using the services regularly whenever it is needed, weekly or bi-weekly basis. If more frequent reports are requested, SN will easily accommodate that request. These reports will be provided via email, postal mail or over the phone at a frequency requested by the state.</p> <p>SN will provide access-point authorization to individuals identified by ESC which will give them the ability to access the mastering tutoring schedule and allow them to sort data based on: tutor name, course, day, time, recurring events, language preference, and optional special needs or considerations. Additionally, ESC will have access to ESC youth records, staff records, and its records as may be necessary for monitoring purposes. SN Office Staff will be responsible for providing student progress reports to ESC as per request by email and/or regular US mail. Each report shall include statements of measurable and meaningful evaluation comparing participants' progress to their goals. If requested by the ESC, more frequent reports will be provided. In instances where the language of the student is not English, we still create an English progress report; however, we translate it into their native language and provide both copies to the Document translations are made into any language to meet the needs of a student/parent/district.</p> <p>Monitoring: SN has identified key indicators which are used for monitoring overall effectiveness of the program. These include but are not limited to student growth; student retention; student attendance; results and staff turnover. These procedures have enabled our company to successfully complete tutoring services year after year. We will create charts and tables tracking the changes in students' academic performance.</p>
	<p><i>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.</i></p>	<p>Experience Nationally. SN has many active contracts with multiple organizations as shown below:</p> <ul style="list-style-type: none"> ● TWC Texas Workforce Commission ● State of Texas (over 30 districts, including: Dallas, Houston, Fort Worth, & Lockhart) ● State of Massachusetts ● LAUSD ● Milwaukee Public Schools, WI ● Los Angeles County Foster Youth ● Los Angeles Probation ● LACOE Compensatory Education ● LACOE Learning Loss Mitigation ● Riverside Probation Juvenile Justice Crime Prevention Act (JJCPA) ● Riverside JJCPA: Tutoring ● San Bernardino (SB) Probation ● SB County Children & Family Services ● Ventura County Group Homes ● State of Hawaii ● State of Louisiana ● Los Angeles County Group Homes ● Los Angeles County of Education (LACOE) GAIN ● LACOE Title 1- ● Riverside Probation Youth ● Santa Clara County of Education ● San Bernardino/Redlands- SES ● Grandview Public Schools, WA

		<ul style="list-style-type: none"> • Tucson Public School, AZ • Chino Valley USD • Arapahoe County, CO • Portland Public Schools, OR • Lone Pine Paiute/Shoshone Tribal Council 	<ul style="list-style-type: none"> • Utah State Board of Education • Atlanta Public Schools, GA • Oregon Department of Education • Denver Public Schools • Charlotte-Mecklenburg Schools
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	2121 Merced St, Fresno, CA 93721	
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	SN doesn't have any negative safety instances.	
Qualification and Experience (25 Points)			
Respondent reputation in the marketplace	<i>Provide a link to your company's website.</i>	www.studentnest.com	
	<i>Please provide a brief history of your company, including the year it was established.</i>	<p>SN has over 18 years' experience in providing services to School districts, schools, State, Counties, cities and other governmental agencies. Since its formation in 2004, we have served over 100,000 students from 2,500+ schools. We have successfully provided over 6 million hours,300 million minutes of tutoring and intervention and have completed over 300,000 assessments. The 6 million hours have been done as 1:1 and, 2-5 in small groups including students of adult and community schools. We are well experienced at in-person and virtual tutoring including Mathematics writing, reading, and other core curricula designed for elementary till High school. Along with that we are offering educational services to SWDs (Students with special needs) and Adults. Our forte is our well-experienced native and non-native tutors from different backgrounds who can impart lesson effectively in native and non-native languages (English, Spanish, Haitian Creole, and Protégées), too, this supports the vision of dynamic collaborative multicultural community where education and lifelong learning are valued and supported, and all learners reach their highest potential and succeed in the global economy.</p> <p>SN understands the universe of the core concepts of K-12, Special Education Services, college and career readiness and providing virtual and in-person tutoring services. We believe in extending our support to identified students through our tutoring program designed to facilitate students to success in courses and enhance student support services. Services proposed by SN will consist of an educational and literacy element in which tutoring will be offered for all subject areas but not limited to Language Arts, Math, Science and Social Studies and may be on demand, to students of K-12 supporting community schools. In-person tutoring will be available during regular school hours, after school, evenings, weekends and select school breaks (i.e. spring break, summer break), virtual tutoring as an additional services will be available 24/7, or as per demand for all subjects and grade level. Services will be aligned to State Standards.</p>	
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>	We have worked with region 10 under the TWC contract	
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be</i>	Chander Joshi will be responsible for all of the item listed. Please see the attached resumes on page no. 66-77	

	<p>responsible for the following areas. Region 10 requests contacts to cover the following:</p> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 																									
Past experience working with the public sector	<p>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</p> <p>What is your strategy to increase market share in the public sector?</p>	<p>2022= \$3.3 million 2021=\$1.8 million 2020=\$1.4 million</p> <p>SN use specialized marketing strategies and tools in order to capture the customers attention including different social media plat forms, flyers ,website ,seminars and workshops .Applying for multiple RFPs to create awareness about SN services</p>																								
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<p>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</p>	N/A																								
Minimum of 5 public sector customer references relating to the products and services within this RFP	<p>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 & title; city & state; phone number; years serviced; description of services; and annual volume</p>	<p>Please see attached reference letters on page no.78-82</p> <table border="1"> <thead> <tr> <th colspan="2" style="text-align: center;">REFERENCES</th> </tr> </thead> <tbody> <tr> <td>ORGANIZATION NAME:</td> <td>Lockhart ISD</td> </tr> <tr> <td>ADDRESS:</td> <td>419 Bois D' Arc Street Lockhart Texas 78644</td> </tr> <tr> <td>CONTACT PERSON:</td> <td>Stephanie Camarillo, Ed. D</td> </tr> <tr> <td>PHONE NUMBER</td> <td>512-398-0013</td> </tr> <tr> <td>E-MAIL ADDRESS</td> <td>Stephaine.camarillo@lockhart.txd.net</td> </tr> <tr> <td>NAME OF THE PROJECT:</td> <td>In person & virtual Tutoring Services</td> </tr> <tr> <td>PROJECT DESCRIPTION:</td> <td>Provide Adaptive based mobile app (LOTUS) for reading and writing and for mathematics tutoring.</td> </tr> <tr> <td>ORGANIZATION NAME:</td> <td>TWC (Texas Work Force Commission)</td> </tr> <tr> <td>ADDRESS:</td> <td>101 E.15th Street Rm ,416-T, Austin, Tx 78778</td> </tr> <tr> <td>CONTACT PERSON:</td> <td>Lori Slayton</td> </tr> <tr> <td>PHONE NUMBER:</td> <td>(512) 463-1055</td> </tr> </tbody> </table>	REFERENCES		ORGANIZATION NAME:	Lockhart ISD	ADDRESS:	419 Bois D' Arc Street Lockhart Texas 78644	CONTACT PERSON:	Stephanie Camarillo, Ed. D	PHONE NUMBER	512-398-0013	E-MAIL ADDRESS	Stephaine.camarillo@lockhart.txd.net	NAME OF THE PROJECT:	In person & virtual Tutoring Services	PROJECT DESCRIPTION:	Provide Adaptive based mobile app (LOTUS) for reading and writing and for mathematics tutoring.	ORGANIZATION NAME:	TWC (Texas Work Force Commission)	ADDRESS:	101 E.15 th Street Rm ,416-T, Austin, Tx 78778	CONTACT PERSON:	Lori Slayton	PHONE NUMBER:	(512) 463-1055
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ORGANIZATION NAME:	TWC (Texas Work Force Commission)																									
ADDRESS:	101 E.15 th Street Rm ,416-T, Austin, Tx 78778																									
CONTACT PERSON:	Lori Slayton																									
PHONE NUMBER:	(512) 463-1055																									

		E-MAIL ADDRESS:	Lori.slayton@twc.state.tx.us	
		NAME OF THE PROJECT:	Math Assistance Call Center (MACC) for adult and tutoring services.	
		Project Description:	SN has collaborated with TWC to implement a Math Assistance Call Center (MACC) for Adult Education and Literacy participants within the existing Agency infrastructure to assist with the mathematics components of the Texas certificate of high school	
		ORGANIZATION NAME:	LACOE	
		ADDRESS:	9300 Imperial Highway Downey, CA 90242	
		CONTACT PERSON:	Rami Christophi	
		PHONE NUMBER:	(562) 774-5624	
		E-MAIL ADDRESS:	Christophi_Rami@lacoedu	
		NAME OF THE PROJECT:	Foster Youth tutoring and enrichment program	
		PROJECT DESCRIPTION:	Provide tutoring services to K-12 on multiple subjects including Mathematics ,Language Arts, Social Studies and Science	
		ORGANIZATION NAME:	LACOE GAIN	
		ADDRESS:	11411 Valley Blvd, El Monte, CA 91731	
		CONTACT PERSON:	Dao Hua Gordon	
		PHONE NUMBER:	(626) 579-1224	
		E-MAIL ADDRESS:	gordon_dao@lacoedu	
		NAME OF THE PROJECT:	Tutoring Services	
		PROJECT DESCRIPTION	Provide instructional services in the area of reading, writing, mathematics and EL. Including counselling services too.	
		ORGANIZATION NAME:	Fresno Unified School District	
ADDRESS:	2309 Tulare Street, Fresno, CA93721-2287			
CONTACT PERSON:	Helder Pinheiro			

		PHONE NUMBER:	(559)248-7537
		E-MAIL ADDRESS:	Helder.Pinheiro@fresnounified.org
		NAME OF THE PROJECT:	Extended Learning Tutoring and Enrichment Services
		PROJECT DESCRIPTION:	Provide extended learning enrichment services, for transitional kindergarten through 12 th grade on multiple programs.
Certifications in the Industry	<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>SN is a minority woman owned business and has been certified by the following organizations:</p> <ul style="list-style-type: none"> ✓ <u>Small Business Enterprise (SBE)</u> certification. ✓ <u>State of California Small Business Enterprise (SBE) Certification</u> issued by Los Angeles County and Consumer and Business Affairs. ✓ <u>National Women’s Business Enterprise (WBE)</u> Certification issued by Women’s Business Enterprise National Council (WBENC). ✓ <u>Woman Owned Small Business (WOSB)</u> Certification issued by WBENC. ✓ <u>National Minority Business Enterprise (MBE)</u> Certification issued by Western Regional Minority Supplier Development Council (WRMSDC). ✓ <u>Western Association of Schools and Colleges (WASC)</u> Accreditation, which allows the organization to grant participants with certificates upon completion of its educational Programs. 	
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	Education Service Provider	
Other factors relevant to this section as submitted by the Respondent	<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>	No	

	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.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	We hold MWBE and SBE certificates.
	<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>	No, SN currently has 90% minority staff
	<i>Please attach any certifications you have as part of your response to Form 6.</i>	
Good faith efforts to involve MWBE subcontractors in response	<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>	Yes
Demonstrated ongoing MWBE program	<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</i>	SN is MWBE

	<i>minority business and trade associations.</i>	
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<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>	SN believes in continuous professional development of its sales force and customer care representatives. With new hires, SN make sure to articulate the value and sell the story. SN clearly explain the expectations, process and company knowledge. Then pair them with a fully skilled salesperson for training, shadow calls and practice demos. Afterward, have a discussion to ask them what they learned, and provide any helpful material and guidance. With regular staff evaluation we provide need base trainings to our sales staff and equip them with innovative and trending marketing strategies.
	<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>	Same as above
	<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>	Acknowledged
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	SN has its own accounting department that manages monthly sales reports
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	1GPA, Choice Partners

Commitment to supporting agencies to utilize the contract	<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>	SN will send out a notification to applicable agencies to ensure they are made aware of our services and approval by Equalis
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	5

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.

Please see attached certificates on Page No. 63-65 .

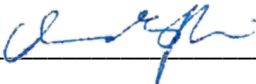
PROPOSAL FORM 4: CLEAN AIR WATER ACT

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: StudentNest, Inc

Title of Authorized Representative: Vice President

Mailing Address: 2121 Merced Street, Fresno, CA 93721

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: StudentNest, Inc.

Title of Authorized Representative: Vice President

Mailing Address: 2121 Merced St, Fresno CA 93721

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

3/9/2023

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.

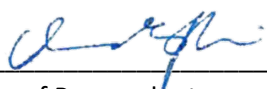
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

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

3/9/2023

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 StudentNest, Inc.

ADDRESS 2121 Merced Street,

Fresno, CA, 93721

PHONE 916-505-3508

FAX (559)-486- 5936

RESPONDANT



Signature

Chander Joshi
Printed Name

Vice President
Position with Company

AUTHORIZING OFFICIAL



Signature

Chander Joshi
Printed Name

Vice President
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

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? _____ CJ

(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

(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? _____ CJ _____

(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? _____ CJ _____

(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,

(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.

StudentNest, Inc.

Company Name



Signature of Authorized Company Official

Chandar Joshi

Printed Name

Vice President

Title

3/9/2023

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.



Signature of Respondent

3/9/2023

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: StudentNest, Inc.

Street: 2121 Merced St.

City, State, Zip Code: Fresno, CA, 93721

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 Chander Joshi, an authorized representative of StudentNest, Inc., 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.)

Name	Address	Interest
Monika Joshi	2313 Trenton Ave ,Clouis, CA 93619	85%
Chander Joshi	2313 Trenton Ave ,Clouis, CA 93619	15%

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

 Vice President
Authorized Signature and Title

3/9/2023
Date

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

Company Name: StudentNest, Inc.
Street: 2121 Merced St.
City, State, Zip Code: Fresno, California, 93721

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.

 Vice President

Authorized Signature and Title

3/9/2023
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).

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).

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 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 Speake

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 Clerk

Sheriff

{County Executive}

Surrogate

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

N/A

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

3/9/2023
Date

 Vice President
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 StudentNest, Inc.

Address 2121 Merced St.

City/State/Zip Fresno, CA, 93721


Telephone No. 916-505-3508

Fax No. 559-486-5936

Email address cjoshi@studentnest.com

Printed name Chander Joshi

Position with company Vice President

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 R10-1152D

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:

Partnership

Sole Proprietorship

Limited Liability Partnership

Limited Partnership

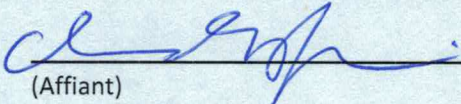
Corporation

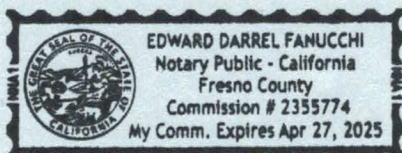
Limited Liability Corporation

Subchapter S Corporation

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

Stockholders:

Name: <u>Monika Joshi 85%</u>	Name: <u>Chander Joshi 15%</u>
Home Address: <u>2313 Trenton Ave Clovis, CA 93619</u>	Home Address: <u>2313 Trenton Ave Clovis, CA 93619</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>9th</u> day of <u>March</u> , 2 <u>23</u>	 (Affiant)
(Notary Public) <u>Edward D. Fanucchi</u>	<u>Chander Joshi, Vice President</u> (Print name & title of affiant)
My Commission expires: <u>April 27, 2025</u>	(Corporate Seal)



PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: Studentnest
Street: 2121 Marceat St.
City, State, Zip Code: Fresno, CA 93721

State of ~~New Jersey~~ California

County of Fresno

I, Chander Joshi of the Fresno
Name City

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

I am the vice President of the firm of Studentnest
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

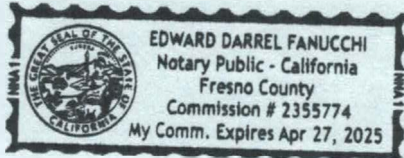
Studentnest Chander Joshi, V.P.
Company Name Authorized Signature & Title
Chander Joshi

Subscribed and sworn before me Edward D. Fanucchi, Notary Public

this 9th day of March, 2023
Ed D. Fanucchi

Notary Public of ~~New Jersey~~ California
My commission expires Apr 27, 2025

SEAL



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-993122

Date Filed:
03/09/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Studentnest
Fresno, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
ESC 10

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP R10-1152
In person tutoring, counseling, & PD services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	N/A			

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Chander Joshi, and my date of birth is 3/8/1967.

My address is 2313 Trenton Ave , Clouis, CA 93619 Fresno, California, 93619, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fresno County, State of California, on the 9th day of March, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Studentnest, Inc. DBA Studentnest.com

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Monika Joshi
NAICS: 611710 UNSPSC: 86111500, 86121500, 86132200
Certification Number: WOSB180772
Renewal Date: May 31, 2023
WOSB Regulation Expiration Date: 5/31/2023



Janice Greene, PhD, Women's Business
Enterprise Council - Pacific President & CEO

Pamela Prince-Easton, WBENC President &
CEO

LaKesha White, Vice President, Certification



WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Studentnest, Inc. DBA Studentnest.com

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Table with 5 rows containing certification details: Majority Female Owner: Monika Joshi, NAICS: 611710, UNSPSC: 86111500, 86121500, 86132200, Certification Number: WOSB180772, Renewal Date: May 31, 2023, WOSB Regulation Expiration Date: 5/31/2023



Handwritten signature of Janice Greene

Janice Greene, PhD, Women's Business Enterprise Council - Pacific President & CEO

Handwritten signature of Pamela Prince-Easton

Pamela Prince-Easton, WBENC President & CEO

Handwritten signature of LaKesha White

LaKesha White, Vice President, Certification

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Studentnest, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: May 31, 2016

Expiration Date: May 31, 2023

WBENC National Certification Number: 2005128875

WBENC National WBE Certification was processed and validated by Women's
Business Enterprise Council - Pacific, a WBENC Regional Partner Organization.



WBENCPACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

Authorized by Janice Greene, PhD, President &
CEO Women's Business Enterprise Council -
Pacific

NAICS: 611710

UNSPSC: 86111500, 86121500, 86132200



Great Lakes
Women's
Business
COUNCIL

GREATER
WOMEN'S
BUSINESS
COUNCIL

WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

WBENC METRONY
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

WBENC GREATER DMV
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

WBEA

WBENC EAST
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

Brad Huff

1637 West Morris, Fresno, CA 93711

559.412.4450 home; 559.930.1786 cell; bradh@csufresno.edu

EDUCATION

Ph.D., Physics, University of Washington, Seattle, WA
M.A.T., Physical Science and Mathematics Education, Harvard University
A.B., Physics, Hamilton College, Clinton NY

California Single Subject Clear Credentials in Physical Science and Mathematics
New York State Permanent Credentials in Physical Science and Mathematics

RELEVANT PROFESSIONAL EXPERIENCE

Vice President of Educational Programs/Curriculum Specialist – Studentnest, Inc. (2005- Present)

Visiting Committee Chair – Western Association of Schools and Colleges (2004- Present)

Consultant – multiple charter schools in California’s Central San Joaquin Valley
(2003- Present)

Instructor/Part Time – Heald College, CA (2007- Present)

Science Coordinator/Curriculum Specialist – Fresno County Office of Education & Fresno Unified School District (1991 – 2000)

Reader and Consultant – Advanced Placement Program/Mathematics – Calculus AB and BC (1990-1996)

Physics Consultant – American Board for Certification of Teacher Excellence (1999)

Coordinator/Developer – California Department of Education, Golden State Examination in Physics
(1997-1999)

Assistant Professor of Physics, Mathematics, and Education - State University of New York at Geneseo
(1973-1985)

Master – The Pingry School, a private, country day school, Hillside, NJ (1968)

HONORS

Administrator of the Year, California Science Teachers Association (2005)

Margaret Nicholson Outstanding Service Award, California Science Teachers Association

Guest lecturer on creativity and education for gifted and talented students sponsored by the Odyssey of the Mind Program, Shanghai, China (1995)

Teacher of the Year, California Association for the Gifted (1988)

Physics Teaching Resource Agent, American Association of Physics Teachers (1985 – 1990)

Phi Delta Kappa, Harvard University Chapter (1963)

Benjamin Keller

benkellerteaches@gmail.com
(661) 463-9045

Skills & Qualifications

- 11 years of successful classroom teaching experience with at-risk student populations (10 years at a Title I school)
- Experienced in administrative leadership and teaching through online learning platforms (Edgenuity for 5 years, Apex for 4 years, and currently through Cambly).
- Veteran educational leader with 8 years of administrative experience (4 years as an assistant principal of curriculum and instruction and 4 years as a high school principal).
- Fully bilingual with exceptional fluency in Spanish.

Professional Experience

2022 – Present *Cambly* San Francisco, CA
Online international English teacher while I live abroad in Brazil

2018 – 2022 *Tracy Unified School District* Tracy, CA
Principal – John C. Kimball High School

- 2019: Led staff through the WASC accreditation process where we received the first 6-year accreditation in the school's history.
- Successfully led the staff through the transition to online distance learning and hybrid instruction during the COVID-19 pandemic.

2014 – 2018 *Wasco Union High School District* Wasco, CA
Asst. Principal of Curriculum & Instruction – Wasco High School

- 2017: Wasco High was recognized as a California Gold Ribbon school and Title I Academic Achieving School, the only high school in Kern County to receive either of these honors.

2009 - 2014 *Kern High School District* Bakersfield, CA
Social Studies & Spanish Teacher – Arvin High School

- 3 years as medical academy coordinator.
- Teacher of record for students taking Social Studies and Spanish classes through the Apex platform for 4 years.

2008 - 2009 *H&R Block* Bakersfield, CA
Retail District Manager – Bakersfield North

2007 - 2008 *Murdock Hyundai* Orem, UT
Finance Manager

2006 - 2007 *North Star Academy* Bluffdale, UT
Social Studies and Spanish Teacher (grades 7-9)

2001 - 2006 *Kern High School District* Bakersfield, CA
Social Studies and Spanish Teacher – Arvin High School

Education

Educational Leadership & Administration Credential

Point Loma Nazarene University
2010

M.A. Bilingual & Multicultural Education

Cal State University, Bakersfield
2004

B.S. Secondary Education: Social Science Composite Minor: Spanish Teaching

Brigham Young University
2001

Service & Interests

- Active Rotarian
- Served a 2-year mission in Mexico for the Church of Jesus Christ of Latter-day Saints
- Academically fluent in Spanish including experience as an interpreter – conversationally fluent in Portuguese
- Sang in various audition choirs, including the renowned BYU Men's Chorus under Dr. Mack Wilberg (current director of the Tabernacle Choir)
- Played rugby at BYU
- Eagle Scout

References

Available upon request

CHANDER JOSHI

2313 Trenton Ave, Clovis, CA 93619

Ph. (916)505-3508 Email: chanderjoshi 88@gmail.com

Profile:

Chander Joshi is a business professional with a proven track record of successful business startup and reorganization, contract negotiations, regulatory compliance, federal/state law compliance, education intervention, and cash & financial controls.







Qualifications:

Bachelor's Degree in Accounting – California State University Sacramento

Experience:

Budgeting; Business planning; establishing policies & procedures, tracking reports set-up; legislation monitoring; and compliance with funding or regulatory agencies, whether Private Foundation, State, and/or Federal requirements, budgeting forecasting, analytical problem solving and investigations. Ensuring all staff members are in compliance with DOJ/FBI background checks. Duties primarily include establishing an online community with the goal of facilitating an education experience for underachieving youth and/or low-income adults.

Duties at STUDENTNEST.COM as Vice President:

-  Report to the board of directors
-  Support and conduct administration for the board
-  Organizational Management
-  Human Resources
-  Public Relations
-  Grants Management

CONFIDENTIAL BIOGRAPHY SUMMARY

R. Henry Di Giacinto
623 Westwood Road
West Palm Beach, FL 33401
(561) 629-4771 Cell
(561) 701-6922 MCEF
digiacintoh@gmail.com
mcef.HenryD@gmail.com
PenguinCMG@gmail.com

Updated: February 1, 2023

Significant Accomplishments

- Chairman, Magna Charter Educational Foundation, a non-profit foundation to support the goals, personnel, and activities of Public Charter Schools (Aug 2015 to Present)
- Founded Veterans & First Responders, (fire, police and military) with transitional and sustaining help in psychological, medical, educational and vocational assistance.
- Chairman of the Board of Florida Futures Charter School, a credit recovery charter school in West Palm Beach, FL. Secured over \$200,000 in donations to sustain opening operation of school. (2016 to Present).
- CEO, Bright Futures Academy Charter School (August 2005 to August 2022)
- Project Manager to Open School Campus in three months to include planning, permitting, build out, inspections and occupancy in record time of 60 days (Riverside Campus).
- Assisted in planning and executing Triad Model of middle school education for Charter school.
- Achievement of "A" rating for Charter School for 7 of 9 years running.
- Planned and managed educational charity 5K Runs.
- Developed plans, presentation seminars, and training programs for sales manufacturing companies, for new teachers, for new products, and new financial products.
- Planned, organized and implemented marketing of new derivatives products for international brokerage firms.
- Developed futures investment products to include managed futures funds: Columbia Futures Fund (public fund 200MM), the Cypress Futures Fund (private placement 10MM), and the OJ Fund (private placement 10MM).
- Defined, organized, and evaluated new technology for diversified manufacturing company.
- Organized, planned, and managed the start-up of new division of manufacturing company.
- Settled without costs serious investor relations problem of public company.
- Planned, managed, and directed the return to profitability of Allen Clark Inc., a \$60MM agribusiness, and Moltek Environmental Inc. by successfully marketing corporation to sale.
- Planned, developed, and initiated a medical refresher training course program for the Royal Thai Army Special Forces.
- Designed and implemented a marketing strategy that increased product sales 35% in a 13-week campaign that was extended to return a company to profitability in nine months.
- Responsible as city council member for passing legislation to fund the pension plan liability of the municipal Police and Fire Departments of Allentown, PA.

- Developed and marketed the Cypress Futures Fund (the first Fund of Funds in the managed futures industry, multiple trading advisors with different trading methodologies) and the OJ Fund (the first single commodity specific trading fund)
- Developed and marketed as product manager the Columbia Futures Fund (over \$200 million raised)
- Planned, negotiated, and executed the authorization of a \$10,500,000 IRB in Palm Beach County
- Negotiated, assisted, and directed the procurement and construction planning of educational facilities for charter schools
- Founded the Magna Charter Educational Foundation to support the efforts of charter schools to provide innovative and successful outcomes to their students and gaining equitable treatment from district sponsors for charter students, parents, teachers, and stakeholders
- Serves on the Special Forces Association Scholarship Committee and Special Operations Association Scholarship Committee
- President of Chapter 85, Special Forces Association. Served as Vice President for several terms.

PROFESSIONAL CHRONOLGY AND RESPONSIBILITIES

2016 (Jan) to Present –Chairman of Board of Florida Futures Academy, assisted a Credit Recovery High School in West Palm Beach, Florida to become the ALTERNATIVE for high school graduation. School wavered in its first year, going into debt of \$200,000. Board asked me to make it a go. Currently has a great student record and \$800k cash reserves.

2018-2022 -CEO Bright Futures Academy, \$500,000 in debt in 2018. Turned school around and out of debt in two (2) years with a surplus of \$470,000. Closed School in 2022 due to no location available.

2015 (Aug) to Present-Chairman and CEO of Magna Charter Educational Foundation, a non-profit corporation to aid and provide funding for students, staff and parents of Public Charter Schools in all aspects of creating a positive, choice, learning environment.

2005 thru June 2022- Joined Bright Futures Academy, a charter school. Taught 5th, 6th, 7th and 8th Grade Social Studies. Subjects included U.S. History and World History, Geography, Economics, and Florida History. Started Chess Club, Athletics' Program (basketball-boys and girls) lacrosse and soccer. Started Art Program with field trips to museums, Music Appreciation Club with field trips to the Opera [performances at Kravits Center, became Chief Operations Officer Bright Futures Academy, Palm Beach Gardens, Florida. Grew the school from one small campus of 140 students, K-6 to award-winning Charter K-8 School (Golden Shovel Award, Top Green Excellence School) K-8 program with four campuses located Palm Beach County, Florida, enrolling nearly 900 students. Responsibilities include all management and personnel aspects of the middle school campus and all operations responsibilities of BFA's IT, sports program, operations and security for 893 students and 90 staff, oversee social studies, history, civics and geography curriculum, with the CEO and direct public and political relations at all levels, direct and implement community relations efforts.

2001 to Present – President, Penguin Capital Management Group West Palm Beach, Florida
Maintain theoretical research on futures trading, market analysis, trading accounts, conduct analysis of business plans and markets, and provide modeled trading strategies, specializing in Futures trading

models, providing educational training to financial students, and assisting in preparation for certifications, and consulting in effective financial management in education and resource allocations.

1997 to 2001 – VRTX Technology Executive Vice President

Product Manager and SE USA Sales for a division of AW Chesterton, a manufacturer of high-tech water handling equipment in air conditioning and industrial applications.

1995-1996 Moltek Environmental -President developed plan to rehabilitate a Manufacturer of high-tech water handling equipment in air conditioning and industrial applications, presented to Board and was hired to execute the plan, and sold company to A.W. Chesterton of Massachusetts, relocated it as VRTX Division of A.W. Chesterton Inc. to San Antonio, Texas.

1991-1993 Able Telcom (EVP Investor Relations) Tampa, FL. Dealt with public relations and investor relations directly for Chairman of public company. Telecommunications here and South America and highway signage division. Left the company when Chairman and CEO, Clark Barlow, retired.

1988-1990 AIBC-Brokerage Firm (VP Research Director) Directed of Research for small minority brokerage firm based in Miami, FL. Focus on coverage of small cap regional telecommunications companies.

1985- 1995 Cypress Asset Management (CAMI)-President Commodity Pool Operator and Commodity Trading Advisor, General Partner of the Cypress Futures Fund and The OJ Fund, Ltd. First multiple-advisor Fund of Funds (Cypress Futures Fund) and first specific product commodity fund (The OJ Fund, Ltd). While President of CAMI, in 1990 became Chairman and President of Allen Clark Inc., a regional meat and poultry processing and distribution company in Pennsylvania and succeeded to return it to profitability in one year (1990).

1983-1985 Cralin and Company Senior VP and Futures Division Manager of National Brokerage Firm (NYC) & moved my division and office to simultaneously Manage Branch and activities of largest producer in company at Jupiter Office, Jupiter, FL

1981-1983 Balfour Maclaine Inc. Senior VP and National Sales Manager of futures clearing firm. Managed NYC Corporate Office at 100 Wall Street and supervised trading desks. Designed and marketed a public fund as the General Partner of the Columbia Futures Fund. Raised \$200 MM through Dean Witter Reynolds Brokerage firm.

1973-1981 Dean Witter Reynolds (DWR) and Prudential Bache stock and futures brokerage firm, specializing in commodity commercial hedge accounts and managed money accounts. Wrote weekly financial column for Emmaus Free Press.

Military Service

1967-1973 Drafted in 1967, attended OCS upon completion of basic training and graduated from Infantry Officers Candidates School, Fort Benning, GA. On graduation assigned to Ft. Dix, NJ as basic training officer for new inductees. Attended Jump School and the Special Forces Officers Course in 1968. Upon graduation assigned Special Forces and promoted to 1LT. Deployed to Vietnam in 1968 and served as 5th SFG70A A-team CO & XO on A-245, A-243, and as Commander of B-20 Mike Force Company and Battalion Executive Officer, Awarded BSM for Service, BSM for Valor. Returned to US in 1969 and completed BA Degree and University of Delaware. Served in 11th Special Forces Reserves as Bn training ops officer. Returned to active duty as Captain serving in 10th Special Forces as A-Team Commander. Ft. Devons, MA. Attended German Language school. Deployed to Germany on operation 1971.

Assigned to USASFT in Thailand in 1971 to 46th Company/USASF-Thailand 1973 Served in the 11th SFGA Reserves as S3 Group Air Officer.

Education

University of Delaware BA Political Science Class of '65
Bloomsburg University (1 semester) 1962 Secondary Education.
UCLA Secondary Education Peace Corps Training Program 1966
US Army Special Warfare Officers Course 1968
University of Delaware Graduate Course in Intercultural Communications 1970
Defense Language Institute German R2 S2 1971
Jumpmaster School 1971

Civic and Community Service

Candidate for Palm Beach County School District Commission 2016
President of Kiwanis International Allentown, Palm Beach Gardens, North Palm Beach
Lehigh County, PA Candidate for County Commission
Allentown, PA City Councilman 1979
Co-chair of Palm Beach County George H. W. Bush Primary Campaign 1988
West Palm Beach Airport Advisory Board 2000
Palm Beach County School Board Candidate 2016
Special Forces Association Life Member, Scholarship Committee
Special Operations Association Life Member, Scholarship Committee
Chairman of Board, Florida Futures Academy Charter High School, (Credit Recovery HS) West Palm Beach, FL
Board Member, Inlet Grove High School, Riviera Beach, FL
Chairman of Board, Veterans and First Responders Foundation, WPB, FL
Chairman and CEO, Magna Charter Educational Foundation, WPB, FL

Recommendations: Available on Request

CRD # 811 352 Previous Series: 3, 7, 8, 24, 79
NFA # 55333 CTA CP0 Current FINRA SIE S7



PROFILE

- 14 years **teaching** experience (PK, K, 2nd, 3rd, 5th, 6th)
- High School Special Education **Instructional Assistant** (2 yrs. CAT A) and Gen Ed Elementary (1 yr.)
- Center Director (2 yrs.) for Sylvan Learning Center (200+ students, 25+ employees, \$1M+ in revenue)
- 6 years **substitute teaching** experience (PK-12th grade)
- 5 years teaching experience in Title I schools, >80% free and reduced lunch
- Increased state test scores in Reading/Math of Title I students by 35%
- Proficient in online/in person technology, i.e. Blackboard Collab, Smartboard
- Taught in full inclusion, self-contained, and departmentalized classrooms
- Strong teaching skills in Math/Reading, sincere desire for students to succeed
- Well organized, strong in planning and implementing school wide programs
- Positive, professional attitude, committed to excellence, solid interpersonal skills
- Energetic and highly effective leader and team member

EDUCATION

Master of Arts in Education, *University of Texas, San Antonio, TX*, GPA: 3.93/4.0
Bachelor of Business Administration, *Incarinate Word University, San Antonio, TX*, GPA: 3.45/4.0

LICENSURE

Texas Teacher (PK-6, *Lifetime*) and **Admin/Supervision License** (PK-12, *exp. 6/12*)
Virginia Teacher License (*exp. 6/12*) and **Admin/Supervision License** (*exp. 6/12*)
Colorado Teacher License (PK-6 *exp. 9/17*)

PROFESSIONAL SKILLS/ACCOMPLISHMENTS

Leadership Skills/Positions Held

- Graduate of Northside ISD AIM (Administrative Internship Management) 2000-2001 Class
- *Acting administrator* for Vice-Principal 2000-2001
- *Director* for Northside ISD 2001 summer school program (managed 14 schools)
- *Campus Admin* for Northside ISD 2000 summer school program (supervised 6 teachers)
- *Lead teacher* for 5th grade (3 yrs.) and 2nd grade
- *Campus Director* for after school tutoring program, 3rd-5th grades (2 yrs.)
- *Chaired* Student Achievement Committee (3 yrs.), Special Events, and Social Committees
- *Member* of School Advisory Team (2 yrs.), Interview Team (4 yrs.), and Discipline Team (2 yrs.)
- *Campus liaison* for Northside (2 yrs.) and Southwest ISD Communication Board
- *Cooperating teacher* for University of Texas student teacher
- *Mentor* for new teachers (2 yrs.)

Communication Skills/Workshops Conducted

- Conducted workshops for parents (*Test Taking Strategies*) and teachers (*New Teacher Academy*)
- Led *staff development training* on academic programs for Sylvan Learning Center

Organization Skills/ School Projects Implemented

- Developed a *school-wide incentive program* which increased student attendance/achievement
- Created a *school-wide reading initiative* which improved student achievement on state test
- Designed a *Reading/Math tutoring program* (3rd-5th grades) which helped raise state test scores
- Created "*tracking*" program to assess student growth during tutorials for state testing

Technology Skills

- Experienced in Microsoft Office, IOS, Windows, Web Page Design/Marketing
- Experienced in classroom technology (Blackboard Collaborative, Smart Board/Mimio technology, document camera etc.)

AWARDS/RECOGNITION

Honored for outstanding teacher evaluations throughout career
Published in Summer 1998 and Fall 1997 in Southwest ISD "The Practitioner"
Sylvan Learning Center "Center Director/Center of the Quarter" award (3 quarters)
Sylvan Learning Center "Center Director \$100,000 Club" award (5 months)
Sylvan Learning Center "Center Director Inner Circle" Award (\$1 million in revenue center, 2003)
Achieved ranking of "Top 100 Sylvan Center's" out of 900 (2003 & 2004, based on revenue)

Instructional Assistant. *Fairfax County Public Schools*, Falls Church, VA. 8/17-8/20
Special Ed CAT A - Lake Braddock High School: **From March till mid June, supported students virtually through BlackBoard Collab. Supported special education classroom instruction in Reading, History, Algebra, Geometry, and Personal Development. Taught 9th-11th grade students Lexia Power Up online reading program, performed reading assessments for fluency/comprehension, recorded data for student IEP's.
Gen Ed-Lynbrook Elementary: Supported K-5 students in math/reading. Helped with various tasks for office staff/teachers.

TEACHING EXPERIENCE (14 yrs.)

PK Teacher. *St. Stephen's Preschool*, Burke, VA. 8/15-8/17
Taught 4-year-olds in a theme-based environment that encouraged math/literacy development. Provided a safe, fun, and developmentally appropriate learning environment. Ensured parent involvement thru parent conferences, monthly newsletters, and weekly feedback. Planned end of year graduation ceremony.

Kindergarten Teacher. *Chinook Trail Elementary*, Colorado Springs, CO. 8/14-4/15
Taught kindergarten in a full inclusion setting in less than 3% FRL setting. Interpreted test data and utilized technology to improve instruction/learning. Instructed students in whole/small groups, adapted teaching methods to meet students' needs. Provided a safe, fun, and developmentally appropriate learning environment.

PK Teacher. *Hiddenwood Preschool*, Newport News, VA. 8/08-5/09
Taught 4-year-olds in NAEYC accredited preschool. Developed thematic activities which encouraged math/literacy development. Ensured parent involvement thru parent conferences, monthly newsletters, and weekly feedback. Provided a safe, fun, and developmentally appropriate learning environment.

2nd Grade Teacher. *Oak Hills Terrace Elem., Northside ISD*, San Antonio, TX. 8/04-5/05
Taught in full inclusion classroom, Title 1 school (56% FRL). Integrated student projects with technology applications. Utilized positive discipline techniques to create a positive classroom environment.

6th Grade Teacher. *Rayburn Middle School, Northside ISD*, San Antonio, TX. 8/02-12/02
Taught math in full inclusion environment, Title 1 school (82% FRL). Coordinator for after school study hall program.

3rd Grade Teacher (1 yr.), 5th Grade Teacher (2 yrs.). *Elrod Elem., Northside ISD*, San Antonio, TX. 7/99-8/02
Taught in full inclusion classroom, Title 1 school (38% FRL). Averaged 98% state test pass rate. Designed a class web page to encourage parent-teacher communication. Enhanced student's learning thru use of technology/internet projects. Instructed students using cooperative learning/learning centers. Coordinated 5th grade promotion ceremony.

5th Grade Teacher (3 yrs.), 2nd Grade Teacher (2 yrs.). *Southwest Elem., Southwest ISD*, San Antonio, TX. 7/94-7/99
Taught in team teaching/self-contained approaches, Title 1 school (82% FRL). Increased state test scores of low performing students by 35%. Aligned 3rd grade math curriculum to state test objectives. Increased student reading performance using Accelerated Reader program. Designed/implemented thematic units for 2nd grade team. Organized field trips and planned PTA grade level performances.

SUPERVISORY/ADMINISTRATIVE EXPERIENCE (2 yrs.)

Owner. *A Touch of Klass. Web Based Business*, Worldwide. 5/05-8/08
During time off to care for my baby, I started my own business. Created/sold personalized gifts, stickers, and misc. items for teachers to use in their classroom and parents to give as gifts to their child's teacher.

Center Director. *Sylvan Learning Center*, San Antonio, TX. 12/02-7/04
Managed/evaluated all full/part time employees (25+) and hired new employees. Monitored/tracked center revenues (\$100,000 monthly) and expenses. Conducted new enrollment conferences with parents. Oversaw all aspects of the curriculum (5 subject areas). Increased community awareness of Sylvan through local school marketing. Conducted monthly center staff meetings.

SUBSTITUTE TEACHING EXPERIENCE

Substitute Teacher. *Fairfax County Public Schools*, Fairfax, VA. 5/15-2/17

Substitute Teacher. *Academy School District 20*, Colorado Springs, CO. 8/12-8/14

Substitute Teacher. *York County Public Schools*, Yorktown, VA. 8/09-6/10 & 8/11-6/12

Architectural Committee Falconhead West HOA
Creator/Admin for Falconhead West Neighborhood Chat/Watch page
Newsletter creator/editor for Falconhead West monthly newsletter
Leader in neighborhood coalition against Ferrell Gas
Member of School Advisory Committee for Chinook Trail Elem. (2 yrs)
Cordera Community Liaison for Chinook Trail Elementary PTA
Webmaster for Stonegate Hill HOA
Volunteer for annual B.A.S.S. Casting Kids and C.A.S.T. for Kids events
Fundraiser for "Fishing for Freedom" Events (event for wounded soldiers)

Curriculum Vitae

Sandra Schmidt Grindle
3800 Pebble Creek Court, 717
Plano, Texas 75023
972-207-9832
sandygrin910@gmail.com

Education and Certifications

- *BA from the University of Texas
In English and Political Science (1963)
- *TEA certified in English (6-12) and government (1964)
History (by exam) 1994, and ESL(by exam) 2008
- *Professional Development (40 hours) TAG and Advanced Placement (English)

Experience

- *North East ISD in San Antonio, Texas
Five years High School English
Ten years Middle School English/geography/ TAG/tennis coach
- * Rockdale ISD, Rockdale Texas
Fifteen years High School English/Advanced Placement English/American History/
TAG Independent Study/tennis coach
- *Spring Creek Academy, Plano, Texas (2008-2021)
(private school for gifted students)
Twelve years middle and high school English/
journalism/health/speech/government/economics/yearbook
- *KD College Prep, Plano, Texas (2009-2020)
Eleven years SAT/PSAT/ACT verbal instructor

Current Positions

- Resource teacher for Apex Virtual Learning (2020 -)
- Tutor for Studentnest (2021-)
- Tutor for Varsity Tutors (2020 -)

Commendations and Positions of Responsibility

English Department Chair...13 years Rockdale HS

Co-chair...AP math and English programs development RHS

Co-chair...district-wide curriculum initiative RISD

Teacher of the Year...Krueger Middle School and Rockdale High School

Coach of the Year...Rockdale High School

Coca-Cola Excellence in Education Award

Walmart Regional Teacher of the Year Award

Multiple inclusions in Who's Who Among American Educators

May 31, 2022

RE: StudentNest

To Whom It May Concern,

StudentNest has been contracted with our **LACOE GAIN Division** to provide tutoring services, for kindergarten through 12th grade, on multiple subjects such as Math, Language Arts, Social Studies, and Science, since March 2020. Our division serves the families who receive public assistance (Welfare-to-Work program). We have learned that **StudentNest** is a valuable platform for online instruction, a delivery system that was increasingly important as educational institutions were forced to shut down during the COVID-19 outbreaks.

In the months of preparation and now starting services, **StudentNest** has been an active partner in collaborating on the program elements, paperwork and planning for Virtual Tutoring, and eventually transitioning to in-person tutoring.

The students assigned to **StudentNest** have been scheduled in a timely manner and the staff have been extraordinary in communicating with our agency. They have been prompt and efficient in sending the tutoring schedules, SLP, pretest scores and tutor assignments. I highly recommend **StudentNest** as a tutoring partner.

Sincerely,

Dao Hua Gordon
Career Development Program Specialist/CalWORKs Tutoring Project Liaison
Office: (626) 579-1224
Work Mobile: (562) 745-4210



OFFICE OF CURRICULUM & INSTRUCTION

Lockhart ISD • 419 Bois D'Arc Street • Lockhart, Texas 78644 • phone: 512-398-0013
www.lockhartisd.org

May 25, 2021

To Whom It May Concern:

We have been working with StudentNest since January 2020 with both their face to face and online tutoring. We had learned that StudentNest.com was a valuable platform for online instruction, a delivery system that was increasingly important as educational institutions were forced to shut down during COVID-19 outbreaks. Studentnest also utilized their adaptive learning AI based mobile app (LOTUS) to provide both Math and Reading/English tutoring. Services were provided to our grade 3-5 students as well as test-prep to our grade 3-5 and high school students.

Due to COVID-19, the tutoring services were only provided virtually during the SY 2019-2020. While there was some hesitation initially, the process was smooth and the Studentnest technical team was always responsive to our needs. Our technology team worked with Studentnest and we incorporated their tutoring schedules/links into the school's website for easy access for the assigned students.

Lockhart ISD is very satisfied with the tutoring services provided and has partnered with Studentnest to provide summer tutoring and we have already started negotiations to incorporate the tutoring for the upcoming 2021-2022 school year.

I hope you will give StudentNest's proposal your strong consideration for adoption! Please feel free to contact me should you have any questions.

Kind regards,

Stephaine Camarillo, Ed.D.
Assistant Superintendent of Curriculum and Instruction



· **BOARD OF EDUCATION**
Genoveva Islas, President
Susan Wittrup, Clerk
Claudia Cazares
Valerie F. Davis
Elizabeth Jonasson Rosas
Andy Levine
Keshia Thomas

· **SUPERINTENDENT**
Robert G. Nelson, Ed.D.

February 27, 2023

RE: StudentNest (Baseline Paraprofessional Vendor)
To Whom It May Concern,

StudentNest has been contracted with Fresno Unified School District (FUSD) to provide Extended Learning Enrichment Services, for Transitional kindergarten through 12th grade, on multiple programs such as: Robotics; Coding; Art; Music; Academic Learning; Painting; Cooking; Project Based Learning; Languages; and other programs as requested by FUSD, since November 2021. StudentNest is a “Baseline Vendor” partner with FUSD as the lead for the enrichment programs. Prior to this contract, StudentNest has provided tutoring and mentoring services over many years to FUSD. Our department, College and Career Readiness Department, serves over 74,000 students. We have learned that StudentNest is a valuable partner, a delivery system that was increasingly important as educational institutions were forced to shut down during the COVID-19 outbreaks and the losses students developed. In the past 30 days StudentNest has been approved by the FUSD Board for virtual Special Education tutoring for all High Schools and virtual tutoring for FUSD Magnet Schools (pilot). StudentNest has been contracted to provide over 200 “Paraprofessionals” for school year 2023-2024.

In the months of preparation and now services, StudentNest has been an active partner in collaborating on the program elements, paperwork and planning for the enrichment services at 32 TK-6 FUSD school sites. FUSD is planning on expanding StudentNest services to all its K-8 school sites (80) for school year 2023-2024. It is anticipated over 150 support staff will be provided by StudentNest. Services will be provided during school year, winter, spring, and summer breaks.

The students assigned to StudentNest have been scheduled in a timely manner and the staff have been extraordinary in communicating with our agency. They have been timely and efficient in sending the schedules, programs. I highly recommend StudentNest as an enrichment partner.

Sincerely,
Helder Pinheiro
Manager II - Extended Learning (Afterschool Programs)
College and Career Readiness Department
Fresno Unified School District
(559) 248-7537 Helder.Pinheiro@fresnounified.org

December 27, 2022

To Whom It May Concern:

We at James Martin Middle School have been working with StudentNest since February 2022 when it was approved by the Charlotte Mecklenburg School (CMS) Board of Education for Out of School Time Tutoring with both their face to face and online tutoring. We had learned that StudentNest.com was a valuable platform for online instruction, a delivery system that was increasingly important as educational institutions were forced to shut down during COVID-19 outbreaks. Studentnest also utilized their adaptive learning AI based mobile app (LOTUS) to provide both Math and Reading/English tutoring. StudentNest is working with multiple schools at CMS and has been approved for three (3) years. CMS is the second largest school district in North Carolina.

Studentnest provides their tutoring services virtually during the 2022-2023 school year at James Martin Middle School. While there was some hesitation initially, the process was smooth and the Studentnest technical team was always responsive to our needs. We have come to learn that StudentNest is experienced in tutoring many demographics, including: low-income; minority; low-performing; and at-risk youth. This includes youth who are homeless (McKinney-Vento); Foster Youth; and youth from Group Homes.

We here at James Martin Middle School are very satisfied with the tutoring. I hope you will give StudentNest's proposal your strong consideration for adoption! Please feel free to contact me should you have any questions. I can be reached Via email at Garya.ham@cms.k12.nc.us or by phone at (980)343-5382

Be Well,
Gary Ham
Dean of Students

8/11/2020

Dear grant review team:

I'm pleased to provide a letter in support of Studentnest Foundation's grant proposal.

I worked over the course of several years with Studentnest in my role as Texas State Director Adult Education and Literacy at the Texas Workforce Commission where we had a contractual relationship with the Studentnest beginning in July 2016. In this project, we piloted, and then full implemented, a project for statewide online tutoring services in mathematics.

The project was created to support adult learners who are skills deficient in mathematics. Studentnest uses an interactive online platform, which allows tutors to communicate directly with adult learners via a computer, tablet or cell phone. Services are available on an on-demand basis morning, afternoon and evening and sessions can be recorded so that students can review the content at another time. Instruction is available in Spanish as well as English. Studentnest also utilized its Adaptive Learning AI based app LOTUS. A combination of LOTUS and the live online tutoring was very helpful to the participants. The Studentnest LOTUS curriculum has also been approved by the Adult Education and Literacy Department of the Texas Workforce Commission.

Adult learners who access the system report a very high level of satisfaction and persist at rates greater than expected. The program grew from a few dozen sessions per month to over 1,200 towards the end of the program. Studentnest supports its tutors with substantial content for instruction, but the system is flexible enough for users to share their own content with tutors. The system tracks time-on-task and provides timely reports on usage.

Overall, the Texas Workforce Commission is happy with the services provided by the Studentnest Foundation and would support a similar project with another government agency.

Sincerely,

A handwritten signature in black ink, appearing to be 'Anson Green', written in a cursive style.

Anson Green
Former State Adult Education Director
Texas Workforce Commission

STUDENTNEST INC

FINANCIAL STATEMENTS

With Accountant's Compilation Report

Years Ended December 31, 2022 and December 31, 2021

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Statements of revenue and expense-book basis	3

BRAR ACCOUNTANCY CORPORATION

Certified Public Accountants

Paul Brar, C.P.A.

5550 W Spruce Ave. Suite 107

Fresno, CA 93722

Telephone (559) 225-0874

Fax (559) 225-3427

e-mail: paul@fresnocpas.com

Licensed with the California State Board of Accountancy

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Studentnest Inc.
Fresno, CA 93721

We have compiled the accompanying statements of assets, liabilities, retained earnings, revenues, and expenses for Studentnest Inc. for the periods ended December 31, 2022 and December 31, 2021. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.



February 27, 2023

Studentnest Inc
Statement of Assets, Liabilities, and Retained Earnings - Book Basis
As of December 31, 2022 and 2021

	<u>12/31/2022</u>	<u>12/31/2021</u>
ASSETS		
Current Assets		
Cash	\$ 113,229	\$ 185,402
Accounts Receivable	1,426,369	568,241
Allowance for Bad Debts	(143,000)	(56,824)
Total Current Assets	<u>1,396,598</u>	<u>696,819</u>
Fixed Assets		
Autos	124,645	124,645
Office Equipment	128,717	128,717
Accumulated Depreciation	(184,070)	(182,104)
Total Fixed Assets	<u>69,292</u>	<u>71,258</u>
Other Assets		
Intangible Assets	168,493	168,493
Accumulated Amortization	(168,493)	(168,493)
Loan to Studentnest Foundation	-	14,125
Security Deposits	3,908	3,908
Total Other Assets	<u>3,908</u>	<u>18,033</u>
TOTAL ASSETS	<u><u>\$ 1,469,798</u></u>	<u><u>\$ 786,110</u></u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Line of Credit from Wells Fargo	\$ 177,271	\$ 177,271
Loan from Studentnest Foundation	167,775	-
PPP Loan	275,000	275,000
Total Current Liabilities	<u>620,046</u>	<u>452,271</u>
Long Term Liabilities		
Notes Payable	15,716	15,716
SBA EID Loan	145,000	150,000
Total Long Term Liabilities	<u>160,716</u>	<u>165,716</u>
Total Liabilities	<u>780,762</u>	<u>617,987</u>
Equity		
Common Stock	1,000	1,000
Retained Earnings	167,123	(128,469)
Shareholder Contribution	-	75,463
Shareholder Distribution	(613,874)	-
Net Income	1,134,787	220,129
Total Equity	<u>689,036</u>	<u>168,123</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 1,469,798</u></u>	<u><u>\$ 786,110</u></u>

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Studentnest Inc
Statement of Revenue and Expense - Book Basis
For the Years Ended December 31, 2022 and 2021

	<u>12/31/2022</u>	<u>12/31/2021</u>
Ordinary Income/Expense		
Income		
Tutoring Income	\$ 3,302,271	\$ 1,793,316
Total Income	<u>3,302,271</u>	<u>1,793,316</u>
Gross Profit	3,302,271	1,793,316
Expense		
Advertising	11,940	13,419
Alarm	515	540
Automobile Expense	6,991	12,954
Bad Debt Expense	143,000	56,824
Bank Service Charges	328	59
Computer and Internet Expense	30,714	17,170
Consulting Fees	64,008	990
Dues and Subscriptions	102,142	25,988
Employee Benefits	3,698	-
Independent Contractors	2,802	37,171
Insurance	53,883	71,871
Live Scan Fingerprinting	572	138
Meals and Entertainment	750	1,012
Office Supplies	14,958	103
Parking	2,520	775
Postage and Delivery	156	916
Printing and Reproduction	-	1,073
Professional Fees	27,675	2,625
Reimbursement	500	-
Rent	24,700	21,200
Repairs	823	205
Salaries and Wages	1,159,268	1,214,909
Supplies	2,966	993
Tax and License	45,271	20,090
Telephone	334	1,348
Travel	-	274
Tutoring	735,813	86,962
Utilities	4,191	6,612
Total Expense	<u>2,440,518</u>	<u>1,596,221</u>
Net Ordinary Income	861,753	197,095
Other Income/(Expense)		
Other Income		
Economic Grant	-	25,000
PPP Forgiveness	275,000	-
Total Other Income	<u>275,000</u>	<u>25,000</u>

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Studentnest Inc
Statement of Revenue and Expense - Book Basis
For the Years Ended December 31, 2022 and 2021

	<u>12/31/2022</u>	<u>12/31/2021</u>
Other (Expense)		
Depreciation Expense	(1,966)	(1,966)
Total Other (Expense)	(1,966)	(1,966)
Net Other Income	273,034	23,034
Net Income	<u><u>\$ 1,134,787</u></u>	<u><u>\$ 220,129</u></u>

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