

#### Cover Sheet is an Internal Document for Business Office Use

#### Please Type

Contractor full name: FEV Tutor Focus Care Inc. dba FEV Tutor  $Q.\Theta$ .

Doing Business As, if applicable: dba FEV Tutor

Business Address: 500 West Cummings Park, Woburn, MA 01801

Business Phone: Garry Haraveth

607-221-5473

Business email: garry.h@fevtutor.com and billing@fevtutor.com

SS# OR Tax ID #: Funding Source & Acct # including location code: ESSER II, 2552-6363-56697

Principal or Supervisor: Ivelise Velazquez

Agreement Effective Dates: From 6/1/21. To 8/13/21.

Hourly rate or per session rate or per day rate. \$25 per hour Total amount: \$15,000

Description of Service: Please provide a <u>one or two sentence description</u> of the service. *Please do not write "see attached."* 

Online Tutoring School/District Software licenses for 30 students, in elementary, middle and high school. Each student will receive 2 hours of tutoring starting in June through the first week of August. The tutoring will be focused on students' greatest needs. Students in this pilot were selected from Conte West Hills, Clemente and Hillhouse.

Submitted by: Ivelise Velazquez Phone: 475-220-1002



### Memorandum

To:	New Haven Board of Education Finance and Operations Committee
From:	Ivelise Velazquez
Date:	April 23, 2021 – F&O Mtg Date: May 3, 2021
Re:	FEV Tutor – Online Tutoring

Please *answer all questions and attach any required documentation as indicated below*. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

- 1. Contractor Name: FEV Tutor Online Tutoring
- 2. Description of Service: Online Tutoring Software Licenses for 30 students
- 3. Amount of Agreement and hourly or session cost: \$25 per hour

30 students not to exceed 600 hours, total of \$15,000

- 4. **Funding Source** and account number: ESSER II (Remote Learning) 2552-6363-56697
- 5. Continuation/renewal or new Agreement? Answer all questions:
  - a. If continuation/renewal, has the cost increased? If yes, by how much? Not applicable.
  - b. What would an alternative contractor cost: a similar model is not available.
  - c. If this is a continuation, when was the last time alternative quotes were requested? Not applicable.
  - d. For new or continuation: is this a service existing staff could provide. If no, why not? Not Applicable.

#### 6. Type of Service:

#### Answer all questions:

a. Professional Development? No

- i. If this is a professional development program, can the service be provided by existing staff? If no, why not?
- b. After School or Extended Hours Program? Yes, the ten weeks of tutoring occur primarily during the summer.
- c. School Readiness or Head Start Programs? no
- d. Other: (Please describe)

#### 7. Contractor Classification:

#### Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? yes
- e. Is this a renewal/continuation Agreement or a new service? Not Applicable
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No

#### 8. Contractor Selection:

#### Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. The contractor recruits and trains tutors in various subjects.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Academic office met with the company after receiving some preliminary information for a demonstration. This agreement will allow us to provide a short pilot with students at the end of the year.

#### 9. Evidence of Effectiveness & Evaluation Answer all questions.

- a. What <u>specific need</u> will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? The students level of proficiency will be assessed at the onset and at the end on an online platform.
- b. If this is a renewal/continuation service <u>attach a copy of the eval</u>uation or archival data that demonstrates effectiveness. No
- c. How is this service aligned to the District Continuous Improvement Plan? The District is designing various levels of supports for students. This pilot will test the model in which an outside organization recruits and trains tutors to deliver tutoring online.
- 10. Why do you believe this Agreement is fiscally sound? ??
- 11. What are the implications of not approving this Agreement? We might pass on a cost effective model.

Rev: 8/10/2020



#### AGREEMENT By And Between The New Haven Board of Education AND

Focus Care Inc dba *FEV Tutor*  $\bigcirc$ 

#### FOR DEPARTMENT/PROGRAM:

#### Clemente, Conte/West Hill, & Hillhouse

This Agreement entered into on the  $23^{rd}$  day of <u>April</u> 2021, effective (*no sooner than the day after* <u>Board of Education Approval</u>), the  $11^{th}$  day of <u>May</u>, 2021, by and between the New Haven Board of Education (herein referred to as the "Board" and, Focus Care Inc dba <u>FEV Tutor</u> located at, <u>500</u> <u>West Cummings Park, Woburn, MA 01801</u> (herein referred to as the "Contractor".

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$25 per <u>day</u>, hour or session, for <u>a total of</u> \$15,000 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: <u>Fifteen Thousand Dollars</u> (<u>\$15,000.00</u>). Compensation will be made upon submission of <u>an itemized invoice which includes a</u> detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by ESSER II (Remote Learning) **Program** of the New Haven Board of Education, **Account Number**: <u>2552</u> - <u>6363</u> - <u>56697</u> **Location Code**: <u>0042</u> - <u>\$5,000</u> 2552-6363-56697 - 0031 - <u>\$5,000</u> This agreement shall remain in effect from <u>June 1, 2021</u> to <u>August 15, 2021</u>. 2552-6363-56697 - 0062 - <u>\$5,000</u>

**SCOPE OF SERVICE:** *Please provide brief summary of service to be provided.* 

To provide online tutoring for 10 students each from Clemente, Conte, and Hillhouse. Total number of students is 30. Initial student and administration license set up, license activation & maintenance, unlimited Student, teacher, and admin licenses, 24/7 support, 24/7 access to dashboard and data reporting, academic success coach, development of personalize tutoring plans for targeted instruction program, and targeted tutoring content.

*Exhibit A: Scope of Service*: Please attach contractor's detailed Scope of Service <u>on contractor</u> <u>letterhead</u> with all costs for services including travel and supplies, if applicable.

#### Exhibit B: Student Data and Privacy Agreement: Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors <u>may begin service no sooner than the day after Board of Education</u> <u>approval</u>.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Contractor Signature

President New Haven Board of Education

5/18/2021

Date

Date

Ryan Patenaude - Sr. Vice President

Contractor Printed Name & Title



#### EXHIBIT B

#### STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student- generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat.§10-234aa.

- 1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
- 2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
- 3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
- 4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

- 5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
- 6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

- 7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
- 8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

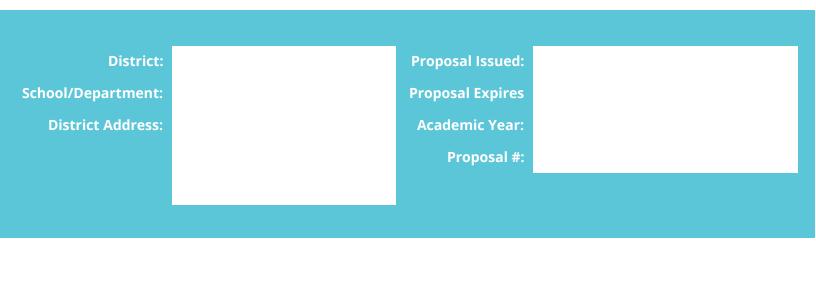


500 West Cummings Park, Woburn, MA 01801 855.763.2607

edu@fevtutor.com www.fevtutor.com

# FEV Tutor Live, 1:1 Online Tutoring Proposal

Accelerating Learning Outcomes and Effecting Change in Education



# // About Us

#### Vision: Effecting Change in K-12 Education

FEV Tutor partners with K-12 school districts nationally to provide 1: 1 online tutoring services that operate as a natural extension of each student's core learning environment. Our ESSA-approved programs are strategically designed in close collaboration with each partner district to accelerate learning for every student.

### // Program Overview

#### **Collaborative Academic Program Design**

FEV Tutor believes that strategic partnerships are the common denominator for successful initiatives. This principle is central to our program model to help districts reach goals and drive key learning initiatives. We've found that our collaborative approach ensures that partners have unparalleled support across planning and implementation, buy-in and usage, and analysis and growth. We work closely with educators to design an effective program that allows for rapid deployment. This approach empowers teachers to activate scalable, data-driven support services quickly and easily. Across our core teams, we help support student learning and drive student success.

#### Our Academic Success Coaches combine their educational expertise and your data to:

- Identify targeted populations and recommend program models to fit within the existing learning ecosystems
- Analyze data to inform planning and align our programs with your instructional strategies
- Create personalized learning plans for each student for maximum impact
- Actively communicate and adjust services to ensure effective program outcomes

#### Our programs are flexible to all student schedules, and we actively participate in program adoption:

- 24/7 Access: Available from any internet- connected device for homework help, or coursework support
- Our multilingual Family & Student Engagement team drives adoption with frequent family updates, notifications, and check-ins
- 24/7 flexibility across scheduled sessions allows at-home learning on nights and weekends

#### We provide services for all student populations and programs:

- At-risk students and intervention programs
- ELL, migrant, and dual language students
- Special education students
- Homeless and foster youth students
- Near-proficiency student
- Low-performance students
- RTI Tier II & III students
- Enriched classroom programs (GATE)
- College & career readiness programs (SAT/ACT)
- After-school program support
- Distance/remote learning programs

#### We provide data and reports to empower educators to make the most informed learning decisions

- An internal Data Analytics team to develop reports across multiple stakeholder levels
- Ongoing, easy-to-read student achievement reports, with commentary from tutors, raw data, snapshot summaries, and recent trends
- Academic impact analysis report to explore FEV Tutor usage vs. outcomes/gains on state and benchmark assessments and provide transparency into Return on Investment and program efficacy



# // FEV Tutor Pricing Model

#### School/District Software Licenses

FEV Tutor offers **School, District and Program Site Licenses** which include Banks of Live 1:1 Instructional Hours; along with several other wrap around services (listed below). Our licenses are purchased just like a software license, with one purchase order issued for the licenses so that FEV Tutor can keep the purchasing process streamlined and allow for 100% of license purchased to go to direct Live 1:1 direct instruction for students.





- Districts/schools can add hours at any time \$25/hour/student via an additional purchase order.
- Unused hours will roll over to the following academic year upon signature of renewal contract. Unused hours expire without the renewal contract.
- For intervention and/or test prep, FEV Tutor recommends 8-10 hours of tutoring per semester. For targeted tutoring services, dosage should be 10-22+ hours per student per academic year.

## // FEV Tutor License Includes:

- Initial Student and Administration License Set Up
- License Activation and Maintenance
- Unlimited Student, Teacher, and Admin Licenses (No limit on number of students enrolled - time is interchangeable among students)
- 24/7 Support
- Time Used Is Prorated Based on Usage (No Charge for Absences)
- 24/7 Access to Dashboard and Data Reporting

- A Dedicated Academic Success Coach
- Development of Personalized Tutoring Plans for Targeted Instruction Programs

Your License Cost

- Targeted Tutoring Content (Content grade-level 3-12 and core subjects)
- Professional Development & Training
- Services from FEV Tutor's Family & Student Engagement Team
- Academic Impact Data Analysis (Report is contingent on timely access to benchmark and other district data.)



#### LIVE 1:1 ONLINE TUTORING PROPOSAL



PREPARED FOR:	DISTRICT/SCHOOL CONTACT:	FEV TUTOR CONTACT:	
District:	Name:	Name:	
School/Department:	Title:	Phone Number:	
District Address:	Email:	Email:	

Live 1:1 Online Tutoring School/District Software License

Academic Year/Duration:

Number of Students (approx):

License Cost:

Software license access through 6/30/2021. Unused instructional hours will roll over, upon a signed renewal contract, to the following academic year, and expire on 12/31/2021. Software license offers access to 'up to' a certain number of instructional hours as a maximum cap. Additional hours can be added at any time to increase the cap.

# // Terms and Conditions

#### Term 1

School/District Software Licenses include:

- Initial Student and Administration License Set Up
- License Activation and Maintenance
- Unlimited Student, Teacher, and Admin Licenses (No limit on number of students enrolled - time is interchangeable among students)
- 24/7 Support
- Time Used Is Prorated Based on Usage (No Charge for Absences)
- 24/7 Access to Dashboard and Data Reporting

• A Dedicated Academic Success Coach

**Program Type:** 

Instructional Hours Included:

- Development of Personalized Tutoring Plans for Targeted Instruction Programs
- Targeted Tutoring Content (Content grade-level 3-12 and core subjects)
- Professional Development & Training
- Services from FEV Tutor's Family & Student Engagement Team
- Academic Impact Data Analysis (Report is contingent on timely access to benchmark and other district data.)

#### Term 2

Upon the receipt of Purchase Order, FEV Tutor will invoice the full license fee\* (flat fee for the entire academic year) and then FEV Tutor will activate the license, set up the program, and start professional development and training. Software license is available on demand. Once activated, license are non-refundable.

\*Additional hours can be added to the license in blocks at \$25.00/student.

Term 3

GRANT HOURS (expire on

and do not roll over)



### // Payment Method

Please email any Purchase Orders, Contracts and any other Purchasing Documentation to be processed to Billing@fevtutor.com. If you need to reach us by phone please contact: 781-376-6925

FEV Tutor invoices full license fee (flat fee for entire academic year) upon receipt of Purchase Order and will then activate licenses, set program up and start Professional Development and Training.

### // Acceptance

Please Sign

Signature

Ivelise Velazquez Full Name (Print)

Assistant Superintendent Title

Date

#### Focus Care Inc., dba FEV Tutor Inc.

Tax ID #: 03-0428625 (see attached form)

Signature

Garry Haraveth Full Name (Print)

Northeast Partnership Executive Title

4/22/21 Date



#### Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

	Focus Care Inc.								
	2 Business name/disregarded entity name, if different from above								
	dba FEV Tutor Inc								
ie. ins on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Ch following seven boxes.   □ Individual/sole proprietor or ☑ C Corporation □ S Corporation □ Partnership	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
	single-member LLC	Trust/estate	Exempt payee code (if any)						
Gi A	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner	rship) 🕨							
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member on LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a sing is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should check the appropriate box for the tax classification of its own is disregarded from the owner should be appropriate box for the tax classification of its own is disregarded from the owner should be appropriate box for the tax classification of its own is disregarded from the owner should be appropriate box for the tax classification of its own is disregarded from the owner should be appropriate box for the tax classification of its own is disregarded from the owner should be appropriate box for the tax classification of its own is disregarded from the owner should be app	Exemption from FATCA reporting code (if any)							
eci	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)						
S	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	nd address (optional)						
See	500 West Cummings Park - Suite 2700								
0,	6 City, state, and ZIP code								
	Woburn, MA 01801								
	7 List account number(s) here (optional)								
Pa	rt I Taxpayer Identification Number (TIN)								
oacku reside entitie	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av up withholding. For individuals, this is generally your social security number (SSN). However, f ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	ora							
TIN, later.			identification number						
	: If the account is in more than one name, see the instructions for line 1. Also see What Name ber To Give the Requester for guidelines on whose number to enter.								
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Par	t II Certification		a na sana ana ang kanana ang kanana na kanana na n						
Jnde	r penalties of perjury, I certify that:								

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	DaynhaClair	Date ►	1	2021	
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#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)



Focus Care Inc. dba FEV Tutor - Sole Source Document

#### FEV Tutor: Instructional Software License for Live 1:1 Online Tutoring

Focus Care Inc. dba FEV Tutor is the sole source and provider of our Instructional Software Licenses for Live 1:1 Online Tutoring. FEV Tutor, the leader in K-12 Online Tutoring, offers a powerful combination of dynamic instructional software and high-quality and engaging Live 1:1 instruction, to accelerate learning outcomes for students and make an impact in K-12 education. Our consultative process entails integrating our live instruction with our school/district partners' academic ecosystem through our Collaborative Academic Program Design Process, led by FEV Tutor's Academic Success Team, our resident team of educators. Our flexible banks of instructional hours allow for both 24/7 access to live 1:1 instruction, sideby-side with scheduled targeted tutoring support for sub-cohorts of students that can be embedded into school day programming, built into after school programs and/or available during nights and weekends, as an extension of classroom teachers. Results matter to FEV Tutor, and every program, along with comprehensive progress monitoring and reporting, comes with an Academic Impact Analysis to measure student growth on benchmark and state assessments (against tutoring usage) to look at an ROI or Return on Education for the investment in the product. FEV Tutor has a Research-Base and is an ESSA Evidence Based Intervention.

FEV Tutor develops, markets, sells, and supports our highest-impact product/service, FEV Tutor, which is our Live 1:1 Online Tutoring product, along with other products for the K-12 Market like FEV Assess, FEV Teach and other emerging products and services to help support the K-12 education market. These educational products and services have been proven successful in fostering academic achievement throughout the K-12 Education, and FEV Tutor's Live 1:1 Online Tutoring product is an ESSA Evidence Based Intervention.

Focus Care Inc. dba FEV Tutor owns or has appropriate rights to license the products marketed by FEV Tutor. FEV Tutor products are generally protected by intellectual property rights which are either owned by FEV Tutor and/or licensed to FEV Tutor by third parties (the "IP Rights"). FEV Tutor and the IP Rights shall at all times remain the property of FEV Tutor and/or its licensors. FEV Tutor products are licensed, not sold, and the Licensee's rights of access to and use of these products shall be as defined in the applicable FEV Tutor license agreement. Trade secrets of FEV Tutor and its licensors are trade secrets for all purposes, including for the purposes of the Freedom of Information Act.

Focus Care Inc. dba FEV Tutor distributes certain FEV Tutor products through buying consortia, resellers and distributors. FEV Tutor has the right to sell, distribute, and market the FEV Tutor products and, with limited exceptions, is the sole source and sole provider of the FEV Tutor products.

Respectfully Submitted,

Ryan Patenaude

FEV Tutor I SVP & Co-Founder <u>Ryan.p@fevtutor.com</u> I 978.808.1423 500 W. Cummings Park #2700 Woburn, MA 01801

> FEV Tutor • 500 W Cummings Park, Suite 2700 • Woburn, MA 01801 P: 855.763-2607 • F: 781.933.0595 • edu@fevtutor.com • www.fevtutor.com