



**Contract for**  
**Browning Public School District**  
**Educator Placement - Virtual Teaching Services**  
**One Full Time Self-Contained Room SWD Teacher**

Submitted by Steve Pines, June 16, 2022

**About iTutor**

iTutor.com Inc., is an online education services company based in Jericho, New York. iTutor has been in operation for over five years, supporting school districts and their students nationwide. We match students with pre-screened state-certified teachers for real-time instruction via the District's virtual whiteboard classroom.

Today, iTutor supports school districts and students nationwide, and *in Montana, specifically working under the state contract with the Montana State University System in 18 local districts.*

*And we have been accredited as a digital learning institute by Cognia (AdvancED), enabling iTutor to be the "teacher of record" and award student grades that may be accepted as course credit in conjunction with a participating school district.*

Our pedagogy is research-based and has recently been favorably reviewed by the Johns Hopkins School of Education. Highlights from the Instructional Design Review include:

- Instruction is sound extension of classroom learning,
- Educators are well-screened and trained, delivering the model with fidelity,
- Appropriately individualizes instruction based on student needs, and
- Technology is user-friendly.

### Overview of Services

At the invitation of the Browning Public School district, iTutor is pleased to submit this contract for a **full-time SWD Teacher for the Self Contained Room** for direct virtual teaching services **in the Browning Public High School** for the 2022-2023 SY as outlined below.

All services are provided by our *State-certified teachers (including out of state teachers in the process of obtaining temporary reciprocal certification in MT)*, that interact with students inside the District-provided virtual classroom.

Following the regular class schedule, the teacher and students will interact in the District-provided Virtual Classroom that is accessed by individual students on their Chromebooks. If available, a projection screen will also be used to display the live instruction.

Of course, close coordination with the in-person facilitator is key and upfront PD/coaching is desirable prior to the kick-off of classes.

iTutor's instructional coaches, including our Special Education Coordinator, are on hand to support the teacher as needed.

### iTutor Deliverables

- The company will designate a single point of contact to the District for streamlining day to day communications.
- In the event that a placed teacher needs to be replaced during the School Year, iTutor shall refer an additional candidate to fill that position, who will work for the remaining period of the agreement.
- The educator will follow the District's official calendar, spanning the 2022-2023 School Year, up to 180 days. *Additional coverage is available on a per diem basis*
- iTutor Educators will staff a Self Contained classroom from 8:15 am- 3:15 pm, including one -45 minute prep, and a 45-minute lunch break. On Wednesdays, there is an extended work day to 5 pm for administrative tasks.
- iTutor Educator, *state-certified (from MT or in the process of obtaining reciprocity with MT)* to teach the assigned subjects will staff the Virtual Classroom.
- iTutor Educator will provide a professional learning environment.
- iTutor Educator will start on or about August 22,2022,\_span the SY,\_ending June 6, 2023.

- All instruction will always be implemented in tandem with a Browning Public School District paraprofessional physically present in the classroom and in full collaboration with the virtual teacher.
- Instructional content, supplied by the District, will be aligned to the standards and curricula used by the District and the State of Montana.
- iTutor Educator will update IEP goals, attend IEP/CSE meetings, write new IEP goals, prepare for re-evaluation of a student's IEP.
- iTutor Educator will perform case management roles for any student with the disability classification 'Learning Disability.' Case management includes cross-discipline document collection from any related service providers, counselors, and/or district teachers with whom the student interacts. The case manager will also schedule and run any necessary IEP meetings with the required parties.
- iTutor will provide timely support to its Educators, upon receiving feedback from District administrators, that specific teaching and learning practices need improvement.

#### Browning Public School District deliverables:

- The District shall designate a single point of contact in the school as the day to day liaison with iTutor. Clear communication policies shall be set up to manage interactions with school personnel, students and their parents, with the iTutor educator.
- The District will retain the current iTutor teacher from the previous SY.
- The District's in person facilitator will document student attendance.
- The District will provide timely notice to the iTutor educator of changes in class schedules including cancellations that may not otherwise be posted in the official calendar.
- The District and its IT Department will ensure that all classrooms have the appropriate smartboard, 1:1 computer technology and Internet services for the iTutor educator to provide instruction through the District-provided Virtual Classroom.
- The District will provide all teaching materials/curricula to the iTutor Educator.
- The District will hire the in-class facilitators and arrange for pre-service training/PD with the iTutor Educator. The teamwork of these individuals working with the Educators is essential to a successful teaching and learning environment.
- The District will provide access to iTutor's teacher to its online teaching platform that will support the delivery of teaching services.
- The District will enforce its policies of student conduct/consequences, mid-term/final testing, grades, and attendance.
- The District will organize all classes/periods, provide the iTutor Educator with student rosters, prior student assessment data, grades, IEPs, ELL data, course assessments, school holiday schedule, and any other pertinent information to facilitate this virtual classroom.

- The District will provide PowerSchool access to iTutor teachers and use this platform for student grades.
- The District will provide iTutor with feedback on all teachers who are referred for consideration and rejected, as well as feedback on teachers who teach during the school year and who may or may not be asked to return.

**Cost Summary:**

Quantity	Type of Instruction	Standard Cost Rate	Discounted Rate	Savings to District
1 FTE--180 days	Educator Placement Model	\$80,000 per year, per FTE	\$75,000 per year, per FTE; (\$416.66 per day)	\$5,000
	Staffing Fee- using incumbent		waived	\$5,000
	<b>Net Billable Base Fee</b>		<b>\$75,000</b>	
30 hours	CSE Case Management- billed upon usage	\$95 an hour		

Upon execution of the Agreement, a **Purchase Order for \$75,000** will be issued by the Browning Public School District.

**Payment Schedule:**

- 50% of fee (\$37,500) due within 15 days of a signed agreement
- 50% of fee (\$37,500) due by October 1, 2022
- The Case Management Fee will be billed as consumed based \$95 per hour.

**Early Termination:**

In the event the District secures a teacher for in person classes, and does not need the iTutor Educator for the remainder of the school year, the District shall provide written

notice of such termination of iTutor teaching services for a specific position. Upon such notice, iTutor and its Educator will be compensated for ten (10) additional days to transition from the classroom at the daily rate of \$416.66.

**Confidentiality of Student Data.**

iTutor shall maintain the confidentiality of all student records and student data in accordance with all applicable laws, including the Family Educational Rights and Privacy Act.

**Compliance With Laws.**

iTutor and the Customer shall comply with all applicable federal, state, and local laws when fulfilling the terms of this Agreement. The Customer shall obtain all consents as required by applicable law.

**Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of the Customer if required by another signed agreement, otherwise the laws of the State of New York will control.

**Entire Agreement.**

All Agreements, along with all accompanying documents, contains the entire and exclusive understanding of the parties and supersedes all oral agreements and prior negotiations.

**Severability.**

If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, legality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Modifications Must be in Writing.**

All Agreements may not be changed, modified, waived, or amended, except by written instrument, signed by and agreed upon by the persons to be charged with the change.

**Disputes.**

Any disputes arising from or related to this contract shall be resolved in a court of competent jurisdiction in New York. The parties agree to waive their right to a trial by jury regarding any such disputes.

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to iTutor Inc. and affiliates. This Order Form and any documents it features (including the Standard Terms and Conditions located at <http://www.itutor.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You accept that any terms and conditions

in your purchase order or any other documentation you provide that enhance our obligations or restrictions or contravene the Agreement do not have force and effect.

This order form will expire on the Order Form Expiration Date noted above unless we earlier rescind or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer referred above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties procedure does not require that I execute this Order Form, I accept, understand and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please email all pages to your sales rep and [orders@itutor.com](mailto:orders@itutor.com).

**This Agreement is Accepted By:**

**Browning Public School District**

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**iTutor.com**  
Ysiad Ferreiras, CEO



6-16-2022

\_\_\_\_\_ Date: \_\_\_\_\_