



**Date:** 4/29/2024  
**Order Form# :** Q-01151  
**Order Form Expiration Date:** 5/29/2024  
 Please Email All Pages  
 to [billing@fullmindlearning.com](mailto:billing@fullmindlearning.com)

**Order Name 6 SWD Teachers**

<b>Customer Name:</b> Browning Public Schools	<b>Contract Start Date:</b> 8/19/2024 <b>Contract End Date:</b> 6/6/2025
<b>Billing Address:</b> Browning Public Schools PO Box 610 Browning, Montana 59417 United States	<b>Number Billable Days:</b> 190 <b>Daily Billed Rate:</b> \$463.17

<b>Prepared For:</b> Rebecca Rappold rebeccar@bps.k12.mt.us	<b>Prepared By:</b> Fullmind Steve Pines spines@fullmindlearning.com
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Service	Total Quantity	List Price	Discount	Net Price	Net Total
Staffing Fee for <b>NEW</b> Educators	TBD	\$5,150.00		\$5,150.00	Bill as Needed
Staffing Fee for <b>Returning</b> Educators	TBD	\$1500		\$1,500 per	Bill as Needed
Full-time SWD educator	6.00	\$95,000	\$7,000 per	\$88,000 per	\$528,000
<b>TOTAL:</b>					<b>\$528,000 + Staffing fees</b>

\_\_\_\_\_  
Customer Signature

  
\_\_\_\_\_  
Fullmind Signature

\_\_\_\_\_  
Name (Printed/Typed)

Ysiad Ferreiras  
\_\_\_\_\_  
Name (Printed/Typed)

\_\_\_\_\_  
Title

CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

4/29/2024  
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This Sales Agreement ("Agreement") is entered into effective on the Contract Start Date last signed by Party below last signed by a Party below ("Effective Date") by and between iTutor.com, Inc. d/b/a Fullmind ("Fullmind", "we", "us" or "our") and the customer ("Customer", "you", or "your"). Fullmind and Customer are referred to throughout this Agreement individually as "Party" or "party" and collectively as "Parties" or "parties". The Parties agree as follows:

## **Specific Terms & Conditions**

We are excited to work with you and provide our services to help you achieve your goals. Below are important details about fees, invoicing, and payment:

### **Fees**

You will find all fees specified in the Order Form. Unless otherwise stated, the fees are based on the services purchased, and payment obligations are non-cancelable. Any fees paid for services rendered are non-refundable, except as otherwise specified herein. Each Order Form is incorporated into this Agreement in its entirety as if fully set forth herein.

### **Invoicing & Payment**

**Upon execution of this Agreement, Browning Public Schools shall issue a Purchase Order or return a fully signed contract for up to \$537,000 for six (6) SWD teachers to be billed at \$88,000 each if needed, plus staffing fees (\$1500 for returning and \$5100 for New teachers). This is based on estimated 190 days for all teachers. Actual invoicing will be based on final teaching days once placements have been finalized.**

***The District will be invoiced for these teachers when this agreement is fully signed following the payment schedule below:***

- 100% of the teacher fee (for each confirmed teacher placement) is due 30 days following ratification of this agreement and receipt of the initial invoice.
- 50% (\$44,000) of the Teacher fee is due once each placement is confirmed.
- 50% (\$44,000) of the teacher fee is due by December 3, 2024 for the second semester.

Please provide complete and accurate billing and contact information.

### **Program Billing Start Date**

You agree that the billing period commences at the agreed upon start date of the services purchased. We commit that, at the commencement of services, we will provide you with an educator that satisfies your criteria to perform services. If you require an alteration to the billing start date, we require written notice of seven (7) business days prior to the commencement of services. If a program is delayed due to an Educator not being placed by the Contract Start Date, the invoice terms will be adjusted accordingly.

### **Suspension of Service and Acceleration**

If this Agreement, or any additional Agreement for services, is thirty (30) or more days overdue, we reserve the right to suspend services until balances are paid in full. However, we will provide ten (10) days prior notice of overdue amounts, in accordance with the Manner of Giving Notice section, before suspending services.

### **School Partner Service Disruptions**



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We understand that school logistics may change, requiring a disruption in agreed upon service dates and times. However, these service change requests require a significant amount of effort by our team and educators. We may, in our sole discretion, impose a service disruption fee, not to exceed 50%, of the value of the canceled classes.

## Overdue Charges

If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, (a) those charges shall accrue a late interest penalty at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) we may condition future services and Order Forms on payment terms shorter than those specified in this Agreement.

## Payment Disputes

We understand that payment disputes may arise from time to time. We will not exercise our rights under the Overdue Charges or Suspension of Service and Acceleration sections if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

## Taxes

Our fees do not include taxes, levies, duties, or similar governmental assessments of any nature. This includes value-added, sales, use, or withholding taxes, assessable by any jurisdiction. You are responsible for paying all taxes associated with your purchases hereunder.

If we have legal obligation to pay or collect taxes for which you are responsible under this section, we will send an invoice for the applicable amount, unless you can provide a valid tax exemption certificate. For clarity, we are solely responsible for taxes assessable against Fullmind based on our income, property, and employees.

## Manner of Giving Notice

We promise to keep you updated and informed throughout our relationship. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and deemed to have been given upon: the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing related notices will be addressed to the relevant billing contact provided. All other notices shall be addressed to the relevant services system administrator you designate.

To cancel scheduled services without penalty, the signing party must provide written notice at least one full school day (minimum of twenty-four (24) hours before scheduled class) in advance. If you cancel services after the notice period, you will be billed, in accordance with the scheduled service to be provided. Canceled services after the notice period may be rescheduled for an additional fee, subject to mutual agreement between Parties.

## Term of Agreement

The term of this Agreement shall begin on the Contract Start Date and end on the Contract End Date.

## Terms of Service

The term of each service will be specified in the relevant Order Form.

## Termination

Notwithstanding the foregoing, either Party may terminate this Agreement by providing written notice at least 30 days in advance. Upon such termination, you shall pay Fullmind all amounts then owed and that are owed for services rendered through the date of termination. In the event that an educator is unable to continue providing services, we will have a 30-day period to find a replacement Educator without penalty.



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## Early Termination of Educator

If an educator is secured for in-person instruction, and no longer requires a Fullmind educator's services, then written notification to Fullmind of such termination with new effective end date is required. Upon receiving such notice, Fullmind and its educator will be compensated for fifteen (15) additional school days following the new effective end date at the appropriate per diem rate under this Agreement. The Fullmind educator will not actively teach students during this fifteen day period..

In the event the district requests a change in an educator, after attempting corrective action with the current educator to improve their performance both independently and with the support of Fullmind if required, we may charge additional fees. We kindly request immediate notice whenever there is an occasion of dissatisfaction with any educator.

## Refund or Payment upon Termination

If you terminate this Agreement in accordance with the termination sections, we will refund you any prepaid fees covering the remainder of the term, after the effective date of termination.

## Usage Limits

Services are subject to usage limits, which may include quantities specified in Order Forms. If you are unable or unwilling to abide by the contractual usage limit, you will be responsible for any fees for excess usage at the rates set forth in this Agreement.

## Unused Service Hours

Contractual funds must be fully utilized by the contract end date. Fullmind reserves the right to recognize all contractual funds regardless of implementation by the contract end date. Negotiations for other arrangements may occur on a customer-specific basis.

## Non-Solicitation

During the term of this Agreement, and for a period of one (1) year following its termination or expiration, you agree not to directly or indirectly solicit, recruit, or hire any Fullmind employees or contractors involved in providing services to you, without our prior written consent. Additionally, you agree not to engage in any activity that is intended to induce any Fullmind employees or contractors to terminate their employment or contractual relationship with us. If you violate these provisions, whether intentionally or unintentionally, you agree to pay a one-time fee equal to the total compensation paid to the solicited employee or contractor in the twelve (12) months preceding the date of such solicitation, recruitment, or hiring.

This provision does not restrict your right to hire a Fullmind employee or contractor who has ceased working with us for a period of twelve (12) months or more.

## Acceptance

You represent that the individual signing below has read the terms and conditions included in this Agreement and is authorized to accept this Agreement and all terms and conditions herein. Please email all pages to your Sales Representative and <mailto:billing@fullmindlearning.com>

## Confidentiality of Student Data

Fullmind will 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

Each Party will comply with all applicable federal, state, and local laws when fulfilling the terms of this Agreement.

## Fullmind Statement of Work

### **Core Instruction**

### **Credit Recovery**

- Credit Recovery entails instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of credit recovery are determined by school personnel and Fullmind is responsible for fulfilling those requirements. Attendance and progress reporting are crucial to this program so the school can adequately determine students' course completion status.

### **Homebound/Home Based**

- Homebound/Home Based support is first-time instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of Homebound Services are determined by school personnel and Fullmind works with district administration to schedule instructional hours accordingly.
- The District should include their own preferred scheduling availability in the event Fullmind is unable to reach family during outreach; we will proceed with scheduling using schools preferred availability.
- The District will notify families that their child will be enrolled in Homebound/Home Based instruction that is provided virtually by Fullmind.
- Each student will be enrolled for a minimum of ten (10) hours per subject spanning their Homebound/Home Based assignment, unless alternate arrangements are requested and agreed to.
- The District will furnish scope and sequence and curriculum for all subjects taught by Fullmind.
- Attendance and progress reporting is crucial to this program so that the school can be sure of students' completion or inability to complete hours. Schools will support student attendance in the following ways: publicizing Fullmind services, monitoring student attendance provided by Fullmind, communicating with students and families about attendance trends, and instituting positive reinforcement systems to promote student attendance.
- Fullmind will train District personnel on student enrollment and assignment of hours. Then, Fullmind will coordinate student schedules directly with the families.
- Upon receipt of a student's IEP, Fullmind educators will implement all instructional accommodations and target academic goals.

### **Suspension Alternative**

- The Fullmind Virtual Suspension Classroom (VSC) provides a safe and supportive virtual solution, for short-term suspensions, to limit the amount of lost instructional time and help students transition back into the classroom. A VSC will be created for students who are placed on short-term suspension (up to ten (10) school days) to continue uninterrupted schooling. If longer services are needed, suspended students will be served on a 1:1 basis such as Homebound/ome Based services.
- VSCs are at a pre-scheduled time(s) each day, that a student may be placed into, to receive academic and social emotional support.
- We recommend separate classes for HS, MS and ES students but the subjects may be mixed.
- Each class may support up to fifteen (15) students at any time; students may flow in and out of the class based on the term of their suspension.

### **Whole Class Instruction**

- Whole Class Virtual Instruction assists in a specific subject area and can be for the purpose of earning credit for seat time in a class. The hour requirements for completion of WCVI are determined by school personnel and Fullmind is responsible for fulfilling those requirements.
- Attendance and progress reporting can be crucial to this program, so the school can adequately determine students' course completion status.

## **Supplemental Instruction**

### **Tutoring**

- Tutoring is a supplemental service to provide support for students who need extra help, including supplemental instruction or enrichment, delivered during the traditional school day and/or after school. It may be provided in a 1:1 or small group (ideally 5 students but up to 1:10 ratio will be accommodated) setting.
- Schools will use single-sign on tools, or the Fullmind provided roster form to enroll students in small group settings.
- Fullmind recommends schools/districts provide pacing guides, scope and sequence, and/or a syllabus to better support Fullmind educators in planning for tutoring services that are aligned with the classroom.
- Students who receive tutoring typically attend recurring sessions, two sessions each week per subject, over several weeks or months (e.g. Monday/Wednesday for Math and Tuesday/Thursday for ELA).
- We recommend submitting pre/post assessment data or completing pre/post assessments for programs spanning twelve (12) weeks or longer, to ensure adequate time for students to demonstrate growth.

### **Resource Room**

- Resource Room sessions provide mandated academic support for students with disabilities by an educator certified to support students with disabilities. Students take ownership of their learning by bringing materials they need support with to these sessions. Educators prepare extra help material, support students' mastery of IEP goals, and collect data.

### **Test Prep**

- Test Prep for high stakes state and college admission sessions provide an individualized approach to preparation for standardized testing based on the needs of the student(s) and the specific test requirements. Sessions may be 1:1, small group, or whole class, ideally spanning a minimum of fifteen (15) hours per subject, including test-taking strategies and content specific to the subject matter.

### **Homework Help**

- Students are expected to bring their questions to the session and the educator will respond. Educators will prepare a lesson based on the grade, subject, and areas that students historically need additional support with should students join with no specific questions or work to focus on.

### **Virtual Staffing**

- *Full-time program designed with a Fullmind educator serving as the sole provider of instruction to the students in a given grade/subject. The educator works in collaboration with various team members within a school and may or may not serve as the teacher of record for the stated course (depending on state). The Fullmind educator will function just like an in-person educator.*

- *An educator requisition form will be completed by the district for each desired position, thus initiating the formal search and referral process. Fullmind will recruit, vet, and refer state-certified educators to the district based on the requirements of the school.*
- *Fullmind educators, state-certified (or in the process of obtaining reciprocity) to teach the assigned subjects will staff the Virtual Classroom.*
- *Out of state certified educators will begin the reciprocity process within fifteen (15) business days of their start date, with the goal of completing the process with the state sixty (60) business after starting the paperwork. Fullmind will provide regular updates to the district on the progress of educators reciprocity applications.*
- *Fullmind educators will start as soon as they complete the district's on-boarding process. This includes, but is not limited to, access to all district technology, email, curricula, etc.*
- *In the event that a placed teacher needs to be replaced during the school year, Fullmind shall refer an additional candidate to fill that position, who will work for the remaining period of the Agreement.*
- *Educators will follow the District's official calendar, spanning the school year (unless prorated), including District PD and parent-teacher conferences.*
- *Fullmind educators will staff up to a 7.5-hour workday, teaching the assigned grade and subject for a specific staffing assignment. This schedule will follow the regular school day, including a planning period.*
- *Fullmind educators may conduct progress monitoring of SWD students and attend IEP/CSE meetings, as appropriate.*
- *Fullmind educators will provide a professional learning environment.*
- *All instruction will be implemented in tandem with a school district facilitator, physically present in the classroom, and in full collaboration with the virtual educator.*
- *Instructional content, supplied by the District, will be aligned to the standards and curricula used by the District and the State.*
- *Fullmind educators, state-certified (or in the process of obtaining reciprocity) to teach the assigned subjects, will staff the Virtual Classroom.*
- *Fullmind will provide timely support to its educators, if feedback from any District administrator is received, that specific teaching and learning practices need improvement.*
- *Early Termination: In the event the District secures a teacher for in-person classes, and does not need the educator(s) for the remainder of the school year, the District shall provide written notice of such termination. Upon such notice, Fullmind and its educator will be compensated for fifteen (15) business days to transition from the classroom. These days will be billed at the per diem rate under this Agreement.*
- *Purchase of a Fullmind Virtual Staffing educator also includes Fullmind support to structure program schedules, coordinate technology, provision student and admin accounts, support onboarding and tech issues, provide ongoing reporting and recruitment, and validate and assign educators as needed.*

## **Service Enhancements**

## Content

- Included per-session when a customer requests that Fullmind provide the content, such as educators creating lesson materials, assessments and lesson objectives.
- For custom content and/or creation and collection of asynchronous resource requests that are not included in the Fullmind course catalog, thirty (30) days prep time is required.

## Advanced, Advanced Placement, College Level, IB

- For sessions delivering advanced instruction.

## Assessments (Pre-Testing + Post-Testing)

- Additional pre-testing or post-testing for sessions is recommended for programs spanning eight (8) weeks, or longer, to ensure adequate time for students to demonstrate growth.

## Co-Teaching

- Fullmind educators will work in partnership with a district teacher to co-teach a classroom virtually (typically in an integrated co-teaching setting.) The Fullmind educator may serve as the general education teacher or the student with disabilities certified teacher, which is subject to an additional cost.

## Educator Prep Time

- The cost of a Fullmind educator encompasses time to account for their preparatory work including, but not limited to, lesson planning, grading, and data analysis.

## Multilingual Learners (Interpreter or Bilingual Educators)

- Additional resource for non-English speaking students.

## Students with Disabilities

- Add-on for sessions that require Students with Disabilities Certified educators.

## Small Group Additional Students

- Incremental add-on for students above the session size threshold.

## *Fullmind Service Level Agreements*

### General

- Whole class (WCVI) sessions are designed for up to thirty (30) students per session.
- Small group sessions are designed for up to ten (10) students per session.
- Students enrolled in 1:1 services must be assigned a minimum of ten (10) hours per subject with twelve to eighteen (12-18), or more, hours showing the deepest impact academically.
- Specific dates and times will be finalized between Fullmind and the customer no later than ten (10) days prior to the date of delivery for each session.
- Fullmind will provide a central point of contact for any implementation updates, changes, or escalations.
- Fullmind will provide self-paced orientations for students and staff within five (5) business days prior to the first scheduled session delivery.

- Live support is available upon request for assistance with navigating the iLMS or to resolve certain technology challenges.
- Content & Curriculum subjects will be limited to Fullmind's standard course offerings. Customized requests can be made, but may incur additional time and costs. Not all customized requests will be granted.

## Reporting, Utilization, and Scheduling

- Fullmind will document and submit attendance reports weekly to the customer's designated point of contact.
- Fullmind will provide monthly session usage reports to the customer's designated point of contact. Usage reports will detail usage of hours/sessions purchased and the remaining amount of hours/sessions left available within the contract.
- Cancellation, utilization, and expiration will adhere to the policies listed in the Specific Terms & Conditions.
- Requests to change session schedules should be made at least twenty-four (24) hours in advance. Fullmind will work to honor schedule changes but cannot guarantee that all requests will be fulfilled.

## Fullmind Educator Expectations

- Fullmind Educators are highly qualified/certified to deliver instruction relevant to the services purchased.
- Fullmind Educators will provide a professional learning environment at all times.
- Every session that occurs on the Fullmind platform is recorded. Only enrolled students and Fullmind employees can access classroom recordings. Recordings are available within twenty-four (24) hours of session completion.
- Fullmind will abide by the [Fullmind Privacy Policy](#).
- Fullmind is fully accredited by Cognia as a digital learning institute, with the authority to award academic credit, be the teacher of record, and deliver whole course instruction in partnership with a local school district.
- In the event a student with an IEP/504 plan is enrolled, the Fullmind educator will progress monitor IEP goals and attend IEP/CSE meetings as needed.
- Fullmind Technology and Customer Support will be available Monday-Friday, from 7 am ET to 8 pm ET by emailing [support@fullmindlearning.com](mailto:support@fullmindlearning.com).

## Customer Deliverables

- The customer will provide a minimum of ten (10) days notice of the intended session dates, times, and number of students. Advanced notice of thirty (30) days, or more, is preferred.
- For Group Services, the customer will submit a roster of students detailing the subjects/cohorts each student will be enrolled in, using a template provided by Fullmind, at least ten (10) business days prior to the start of services.
- For 1:1 Services, the customer will enroll students into a class assignment via their LMS school admin account.
- The customer will provide points of contact for each program purchased. These contacts will be the central point of contact for any implementation updates, changes, or escalations.
- Each student will need the following supplies for Fullmind sessions: computer, internet connectivity, speaker/microphone (headset with microphone recommended), notebook, and writing utensils.
- The customer will provide any additional supplemental course/instructional materials, or access to customer technology platforms (e.g. Google Classrooms, LMS), at least ten (10) days prior to delivery.
- During the first class sessions, if students are attending classes on a school site, Customer IT staff will be on-call to help address any technical issues.



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- In the event that a student has specific IEP goals or a 504 plan, the program/site will convey all related information, documentation, and mandates through secure channels to Fullmind within ten (10) business days prior to delivery.
- For whole class instruction, the customer will provide a classroom facilitator (if students are onsite) and/or a teacher of record who will be responsible for managing the classroom environment and granting credit.
- The customer will ensure that students have the appropriate computer technology and internet services to access Fullmind. Chromebooks and PCs are best, while iPads are not encouraged.
- The customer will be responsible for any and all recognition and motivational activities to drive student engagement.
- The customer will ensure that students utilize the virtual orientation content and escalate any questions regarding technical concerns prior to their first classes, whenever possible.
- Any and all supplies will be purchased and distributed by the customer as needed.