



Master Contract for
Browning Public Schools
Educator Placement – SWD Virtual Teaching Services
for the 2022-2023 School Year

Submitted by Steve Pines, June 1, 2022

About iTutor

iTutor.com Inc., is an online education services company based in Jericho, New York. iTutor has been in operation for over nine 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.

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.

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.

Overview of Services

The purpose of this Master Contract is to provide **SWD state-certified teachers**, over the 2022-2023 School Year as specific vacancies are identified by the District. In consideration of finalizing this agreement before June 30, 2022, iTutor will offer preferential pricing for those teaching positions as detailed in the Cost section. Only when a specific staffing search is requested by the District and that teacher candidate is successfully placed with a Browning Public school, will an invoice be presented for payment by the District.

The District may or may not utilize the full value of this Master Contract. In the event that this Master Contract is fully used and invoiced during the SY, and additional teacher positions are sought from iTutor, this agreement may be amended to reflect those additional resources under the same terms and conditions of this initial Master Contract.

All services are provided by our State-certified teachers (including out of state teachers in the process of obtaining 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 planned prior to the kick-off of classes.

iTutor's instructional coaches 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.
- Once iTutor receives a written request from the District for a specific teacher candidate, its internal staffing team will immediately initiate the search process and present candidates for consideration by the District and school leaders. Candidates' background and credentials will be vetted and screened for proficiency in online teaching.
- Once referred, the District will interview the candidate and make a decision to accept or reject the candidate in a timely manner, ideally within 48 hour of receiving the referral.
- The successful candidate shall be onboarded by the District in a timely manner as described in the District deliverables.
- 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.
- Educators will follow the District's official calendar, spanning two semesters of the 2022-2023 School Year, up to 180 days, including district pre-service and parent-teacher conferences.
- iTutor Educators will staff up to a 6.5 hour work day teaching the assigned grade and subject for a specific staffing assignment. This schedule will follow the regular school day, including a planning period and lunch.
- The SWD-Educator may update IEP goals, attend IEP/CSE meetings, write new IEP goals, and prepare for re-evaluation of a student's IEP.
- 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. Educators assigned to staff SWD classes will be appropriately SWD certified.
- iTutor Educator will provide a professional learning environment.
- iTutor Educator will start as soon as they complete the District's on-boarding process and span the school year.
- All instruction will always be implemented in tandem with a Browning 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 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 district (POC) 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.
- For each virtual teacher desired from iTutor, the POC shall provide written notice, detailing the grade, subject, class schedule, estimated start/end dates and any other material information to promote for a successful placement.
- The District will interview the candidate and make a decision to accept or reject the candidate in a timely manner, ideally within 48 hour of receiving the referral.
- The successful candidate shall be onboarded by the District in a timely manner, including:
 - providing PowerSchool access to iTutor teachers and use this platform for student grades;
 - providing all teaching materials/curricula to the iTutor Educator, and
 - providing access to iTutor's teacher to its online teaching platform that will support the delivery of teaching services.
- 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'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 hire the in-class facilitators and have those individuals participate in 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 enforce its policies of student conduct/consequences, mid-term/final testing, grades, and attendance.
- 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:

This Master Contract supports the placement of up to six (6) SWD FTE teachers:

- **SWD FTEs are billed at \$74,000 per SY, spanning 180 days (or \$411 per day).**

In the event that a position is placed for a partial term, that annual rate shall be prorated accordingly. There is a \$3,500 per slot staffing fee.

Upon execution of this Agreement, the District shall issue a Purchase Order for \$465,000 prior to June 30, 2022 in order to lock in this pricing structure. Each SWD FTE teacher position is billed at \$77,500 inclusive of staffing fees. When iTutor receives written notice that a teacher candidate is accepted by the District, iTutor shall submit an invoice to the District, following the payment schedule detailed below:

- The staffing fee is due Net 15 days, when written notice is provided to iTutor of a desired search for a specific teacher candidate.
- 50% of the teacher fee is due Net 15 days of the initial invoice date.
- 25% of the teacher fee is due or or about November 1, 2022,
- 25% of the remaining balance of the teacher fee is due on or about January 15,2023.
- The Case Management Fee budget of \$2850 will be billed as consumed based \$95 per hour
- In the event that a position is filled for a single semester, the prorated fee is due Net 15 days of the invoice date.

Quantity	Type of Instruction	Standard Cost Rate	Discounted Rate	Net Cost	Savings to District
Up to 6 SWD FTEs	Educator Placement SWD Teacher	\$80,000 per year, per FTE	\$74,000 per FTE (\$417 per day)	\$74,000 per FTE (\$417 per day)	
up to 6	Staffing Fee			\$3,500 per position	
	Case Management Hours		\$95 per hour-billed as used		
Net Billable if 6 FTEs (SWD) are placed				\$465,000	

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 billed at the \$417 for SWD teachers per diem rate under this agreement.

Confidentiality of Student Data.

iTutor 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.

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

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.

This Agreement contains the entire and exclusive understanding of the parties and supersedes all oral agreements and prior negotiations. This Agreement may not be modified or amended except in writing by the parties hereto.

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.

This General Release 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 June 30, 2022 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.

This Agreement is Accepted By:

Browning Public School District
Dr. Corrina Guardipee-Hall, Superintendent

iTutor.com
Ysiad Ferrerias, CEO

_____ Date: _____

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June 1, 2022