

TERMS OF EDUCATIONAL SERVICES CONTRACT

BY AND BETWEEN the Board of Education of the Chappaqua Central School District, with Offices at 66 Roaring Brook Rd., Chappaqua, New York 10514, hereinafter referred to as **"the District"** and Insight Education Group, with offices at 15760 Ventura Blvd., Encino, California, 91436, hereinafter referred to as **"the Contractor"**;

WHEREBY the District and the Contractor agree that the Contractor shall provide the services as described in its RFP Response to the District's RFP No. 2021-01 dated April 23, 2021, inclusive of the all of the provisions set forth at pages 1-97, with the same being referred to herein as **"the contract"** or **'the agreement'**); and

WHEREAS, the following further conditions regarding this contract between the parties, shall be binding upon the parties;

1. The term of this agreement shall be one year commencing on July 1, 2021, with a District option for the services describe in the Contractor's RFP Response for the second year. The District shall notify the Contractor in writing in the manner describe below of its intent to exercise the second year option by not later than July 10, 2022.
2. The Contractor assures that its employees shall be trained in accordance with the requirements of New York State Labor Law 201-g.
3. The contract acknowledges that the professionals assigned to service the District pursuant to the Contractor's RFP Response shall be those individuals named therein.
4. The payments to be made to the Contractor shall be based upon monthly invoices with payments in equal monthly installments and due by the 15th day of the month following the performance of the services set forth in the Contractor's RFP Response. Payment shall be made by the District within forty-five (45) calendar days from receipt of the invoice. Failure to make timely payment shall subject the District to interest charges at the rate of .75% per month, in accordance with the provisions of New York State General Municipal Law §3-a.
5. The Contractor shall indemnify and hold harmless the District from any suit brought against the District arising from the services performed by the Contractor, including the reimbursement of the District's reasonable attorneys' fees in defending against such litigation.
6. The Contractor assures that its employees shall be trained in accordance with the requirements of New York State Labor Law 201-g.
7. The terms of this agreement shall be construed under the provisions of the laws of the State of New York and any disputes regarding this contract shall be subject to adjudication in the Supreme Court of Westchester County, New York.

8. The terms set forth above, inclusive of the Contractor's RFP Response, constitutes the entire contractual agreement between the parties and may not be modified except by written amendment agreement executed by both parties.
9. Notices pursuant to the terms of this agreement shall be sent by overnight mail to the principals whose signatures are set forth below and to the email addresses below their signatures.
10. The parties agree that a facsimile signature or an electronic signature shall be deemed to be of lawful effect in executing the terms of this agreement, as if their signatures are original.

SO AGREED this 21 day of June 2021, subject to Board of Education approval.

THE DISTRICT

THE CONTRACTOR

BY: Victoria Tj

Victoria Bayard Tipp, President
Board of Education

BY: [Signature]

CEO, Insight Education Group