



**Total: \$14,300 (Inclusive of all expenses)**

**Payment Terms and Conditions:** NCMPS will invoice upon the execution of this agreement. Full payment is due before travel plans are made or services are rendered. If payment is not received at least two weeks before the first service date, cost may go up accordingly, at NCMPS' discretion. If payment is not received by the scheduled start of service, services may be rescheduled for a time after payment has been received. When services are scheduled a month or more in advance, NCMPS invoices are Net 30. If payment is not received by the Due Date on an invoice, a late fee of 1.5% monthly will be assessed to the client. To the extent that services are not completed by NCMPS as a direct result of NCMPS' failure (except as caused by a Force Majeure event described below), payment shall be prorated and refunded to the client. To the extent that services are not completed by NCMPS as a result of client's failure or negligence, payment for services shall not be prorated or refunded. For purposes of this paragraph and this Agreement, "client's failure or negligence" shall mean that (i) client has not acted in good faith to permit NCMPS to complete its obligations, or (ii) client has rescheduled events or has failed to attend a scheduled event such that NCMPS cannot reasonably reschedule any such events prior the end of the contract period.

**Service Dates:** Unless specifically indicated, services are to be completed by the end of the contract's academic year and will not carry over. Services itemized in the contract but not used within the specified term as a result of client's failure are forfeited and, in such event, payment for services shall not be prorated or refunded.

**Scheduling:** NCMPS values its partnership with your school. In order to fulfill our commitments to the contract, we will collaborate with school leadership to schedule the requisite meetings and professional development required to move the work forward. Once these events are scheduled, NCMPS requires a two-week notice in advance of any change by client to the planned schedule. Any cancellations or changes made by client with less than two weeks' notice to NCMPS will result in client being billed for the scheduled events. The missed event may be rescheduled at an additional cost upon client's initiation and as time and staffing permit, and is not guaranteed.

**Force Majeure.** The performance by NCMPS of any of its obligations under this Service Contract, shall be excused and no default shall be deemed to exist in the event and so long as the performance of any such obligation or undertaking is prevented, delayed, or hindered by any act of God, fire, earthquake, flood, explosion, action of the elements, war, riot, failure of transportation, strikes, lockouts, action of labor unions, condemnation, laws, national or regional emergency, orders of government or civil or military authorities, national or global viral outbreak or disease pandemic, or any other cause directly beyond the control of NCMPS. In such event, NCMPS shall reschedule services to the extent possible, and if such services cannot be rescheduled and completed prior to the end of the academic year, then such services shall carry over to the following year or payments shall be prorated or refunded, as the parties may mutually agree.

**Choice of Law and Forum.** This Services Contract is to be governed by the laws of the District of Columbia without respect to its conflicts of law principles. Any disputes between the parties arising out of or otherwise related to this Agreement shall be litigated exclusively in district or federal court in the District of Columbia.

**Modification.** Changes in this Services Contract, whether by additions, waivers, deletions, amendments or modifications, may be accomplished only by a writing signed by both parties.

**Entire Agreement.** This Agreement constitutes the entire understanding between the Parties on the subject matter contained herein and supersedes all negotiations, representations, prior discussions and preliminary agreements between the Parties with respect to the subject matter herein.

This contract is valid for 10 days from receipt. Validity after 10 days is dependent on NCMPs availability.

APPROVED BY:



10/17/2024

Sara Suchman, Executive Director  
National Center for Montessori in the Public Sector

Date



Dr. Eileen E. Rivera, Principal  
Yonkers Montessori Academy  
PK-12 Public Learning Environment

10/29/24  
Date

Email: [eriverashapiro@yonkerspublicschools.org](mailto:eriverashapiro@yonkerspublicschools.org)

Phone:



10/21/24  
Associate Superintendent