

## **Contract for School Psychologist Services for TEACH Las Vegas Charter School**

**Date:** March 31, 2022

**Services Performed By:**

Norri Eells, School Psychologist  
8745 La Sundora Drive  
Las Vegas, NV 89129

**The Services Performed For:**

TEACH Las Vegas Charter School  
4660 N. Rancho Drive  
Las Vegas, NV 89130

This Contract for Services is between TEACH Las Vegas Charter School (“TEACH LV”) and Norri Eells, School Psychologist (“Consultant”), identified above.

### **Article I: Purpose**

1.1 The purpose of this Agreement is to engage Consultant to perform the services described in the Scope of Work attached hereto as Schedule A and made a part hereof.

### **Article II: Term and Termination**

2.1 The period of this Agreement shall be from May 30, 2022 through June 30, 2023.

2.2 In the event of any breach of this Agreement by either party, or in the event either party is unable to perform any substantial part of this Agreement, this Agreement may be terminated immediately by either party by written notice to the other.

2.3 If this Agreement is terminated by reason of breach by either party, the other party shall be entitled to all available legal, equitable, and administrative remedies for such breach, including without limitation, the right to all damages resulting from such breach and the right to an injunction restraining or compelling action in accordance with this Agreement.

### **Article III: General Provisions**

3.1 In connection with its performance of this Agreement, Consultant shall comply with all applicable Federal and state laws, regulations, standards, orders and requirements.

3.2 Consultant represents that Consultant is duly certified, qualified, and authorized within the certification criteria established for schools by the State of Nevada and within the scope of the assigned duties.

3.2 Consultant shall at all times act in good faith and use best efforts to perform all of the work provided for in this agreement.

3.3 Indemnification- Consultant hereby agrees that it will release, hold harmless, indemnify and defend TEACH LV from and against any and all loss, liability, claims, torts, legal actions, costs, and legal fees arising from claims of third parties for infringement relating to the materials prepared by Contractor under this Agreement. TEACH LV hereby agrees that it will release, hold harmless, indemnify and defend Consultant from and against any and all loss, liability, claims, torts, legal actions, costs and legal fees arising from claims of third parties, other than for infringement, relating to use of the materials and/or any products of services offered by TEACH LV.

3.4 Confidentiality- Both parties agree to treat any information provided to each other in connection with this Agreement as confidential, except that either party may disclose the existence of the Agreement (excluding its terms and conditions) and specifically agrees that it shall not use such information other than in connection with this Agreement and shall not disclose such information 1) which is rightfully disclosed to either party by a third party without obligation of confidentiality; 2) which was in the possession of either party prior to receipt thereof from the other party; 3) which is disclosed to such party's counsel or to other confidential advisors or to a court, arbitration panel, administrative tribunal or other similar body; or by statute(s) or 5) which is within the public domain, or enters the public domain through no fault of the receiving party. Both parties further agree that all confidentiality commitments hereunder shall survive any termination or expiration of the Agreement.

3.5 In performing its services hereunder, Consultant is an independent contractor. Nothing herein shall create any partnership or joint venture between the parties or be construed as establishing any employment relationship. Consultant shall have no authority to speak for, act on behalf of or in any way bind or obligate TEACH LV, except as may be otherwise expressly provided herein.

3.6 This Agreement may not be amended, modified or supplemented except by a written instrument signed by the party sought to be bound thereby.

3.7 This document, together with all schedules, contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior communications, representations and Agreements.

3.8 Neither party shall limit or exclude any person from participation in any activity under this Agreement on the basis of race, color, creed, national origin, sex or disability.

3.9 The Consultant shall invoice TEACH LV for services monthly. The scope of services provided by Consultant shall not exceed \$30,000.

3.10 All notices shall be in writing and sent to the addressed provided in this contract.

TEACH Las Vegas Charter School  
4660 Rancho Drive  
Las Vegas, NV 89130

ATTN: Andrea Moore, Executive Director  
[Amoore@teachlv.org](mailto:Amoore@teachlv.org)

Norri Eells  
8745 La Sundora Drive  
Las Vegas, NV 89129  
702-343-2365

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Andrea Moore, Executive Director

Date:

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Norri Eells, School Psychologist

Date:

### **Schedule A: Scope of Work**

Consultant will provide health services as a School Psychologist to TEACH LV including student screenings and assessments and services when necessary depending on student needs.

### **Schedule B: Payment**

Consultant shall invoice the school for services at the rate of \$90 per hour, not to exceed 400 hours for the term of the contract.