

## ADDENDUM TO CONTRACT

Between

Acosta Latino Learning Partnership

And

Santa Rosa City Schools

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This addendum to the original contract with Acosta Latino Learning Partnership, Board approved on July 24, 2019, is for services including grant development proposals to be submitted to government agencies and private foundations and to identify funding sources to support the Santa Rosa City Schools' strategic planning goals and values.

The contract, under Item 2. Term, is amended to read: CONTRACTOR shall commence providing service under this CONTRACT on N/A and will continue through N/A, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in not event shall this CONTRACT exceed a term of five (5) years.

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for service satisfactorily rendered pursuant to this CONTRACT, a total fee not to exceed \$88,000. This is an additional \$34,000, over the original contract of \$54,000.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written February 26, 2020.

By: 

Date: 2/5/2020

SANTA ROSA CITY SCHOOL DISTRICT

By: \_\_\_\_\_

Rick Edson  
Deputy Superintendent

Date: \_\_\_\_\_

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this "Agreement"), is made and entered into as of this 4<sup>th</sup> day of February 2020 (the "Effective Date") between Intellitext LLC, a Nevada limited liability company ("Company") and Santa Rosa City High School District ("Client").

### W I T N E S S E T H:

**WHEREAS**, Company's primary business is providing remote transcription services for the deaf/hard of hearing; and

**WHEREAS**, Client wishes to engage Company and Company is willing to provide and perform the services for Client as described in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, warranties and agreements contained in this Agreement, the Parties hereby agree as follows:

### **ARTICLE I** **SERVICES**

Client hereby engages Company and Company hereby accepts Client's engagement, to provide the Services to Client as defined herein. Services shall be remote or onsite real-time transcription services provided to the deaf and hard of hearing students attending Santa Rosa City High School District.

### **ARTICLE II** **COMPENSATION**

As compensation for the Services, Client shall pay an hourly rate of sixty-five (\$65) per hour for remote services with a one (1) hour minimum per class, charged in fifteen (15) minute increments. No extra time is charged to edit and email transcript or for tech assistance.

Company will submit invoices to Client biweekly. All invoices are due within thirty (30) days of receipt.

If deemed necessary by both parties, Company will rent external microphone and/or reader device to Client at no charge upon mutual agreement via email. Client is responsible for microphone while under rental agreement period. Total value of external microphone is ninety dollars (\$90) and value of reader device will be determined in rental agreement. Rental agreement will end upon successful return of microphone to address indicated on return shipping label.

Company requires twenty-four (24) hours' notice from the start time of class on cancelled Services. If adequate notice is not given, Client will be charged for the scheduled transcription time with a one (1) hour minimum per class. Cancellation must be via e-mail to [admin@intellitext.us](mailto:admin@intellitext.us) for cancellation to be considered valid.

Transcribers will wait twenty (20) minutes per class in the event of a student no show. If no contact is received from student, teacher, or Santa Rosa City High School District administrator within twenty (20) minutes of the class or event start time, transcriber will be excused, and Company will charge for the full scheduled time with a one (1) hour minimum.

Client is responsible for stable internet at Client's location.

### **ARTICLE III**

#### **INDEPENDENT CONTRACTOR**

Company is an independent contractor and is not an agent or employee of Client. Company has no authority to bind Client by contract or otherwise without Client's prior written authorization. Company will perform the Services under the general direction of Client, but Company will determine, in Company's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Company shall at all times comply with applicable law. Client has no right or authority to control the manner or means by which the Services are accomplished. Company agrees to furnish all tools and materials necessary to accomplish the Services and shall incur all expenses associated with the Services.

### **ARTICLE IV**

#### **CONFIDENTIAL INFORMATION AND CLIENT PROPERTY**

Company may acquire information and materials from Client and knowledge about the Client including, but not limited to, student profile information (collectively "Confidential Information"). Confidential Information will not include (i) any information which is or becomes part of the public domain through no fault of Company, or (ii) any information which Client regularly gives to third parties without restriction on use or disclosure. Company agrees to hold all such Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing the Services, and not to disclose it to others, except by inclusion in the written report.

### **ARTICLE V**

#### **TERM**

This Agreement shall have a term commencing on February 4, 2020 and continuing until February 4, 2021 ("Term").

Client is granted the option to renew this Agreement for an additional one (1) year term provided that notice of exercise of said option is given by Client to Company at least one (1) month prior to expiration of this Agreement. All provisions of this Agreement applicable to the original term thereof shall apply with equal force to the extended term, unless Client and Company mutually agree to renegotiated terms.

This agreement may be revoked without cause by either party by notifying the other party in writing at least ninety (90) days in advance of the effective date of the termination specified in

such notice.

## **ARTICLE VI**

### **DISCLAIMER OF WARRANTY AND INDEMNIFICATION**

EXCEPT AS OTHERWISE PROVIDED BY THIS AGREEMENT, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, THE SERVICES PROVIDED AND THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Company shall indemnify, defend, and hold harmless Client from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Company or any of its offices or employees, which may occur during or which may arise out of the performance of this Agreement. Company will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Client shall indemnify, defend, and hold harmless Company from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Client or any of its offices or workers, which may occur during or which may arise out of the performance of this Agreement. Client will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Client's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.0305 to \$100,000 per cause of action.

## **ARTICLE VII**

### **MISCELLANEOUS**

1. Amendments. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the parties hereto. Each covenant and condition of this Agreement shall be binding on and inure solely to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives, including any entity with which either party may merge or consolidate or to which all or substantially all of its assets may be transferred.

2. Relationship of the Parties. Company and Client are separate and independent entities. The relationship between Company and Client is purely contractual. Company shall not be deemed to be the partner, agent or representative of Client, or vice versa. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, or agency. Neither party to this Agreement shall be liable for the debts or obligations of the other except as otherwise set forth in this Agreement.

3. Representations and Warranties. Each party represents and warrants to the other party that it is authorized to enter into this Agreement and to fully perform the undertakings set forth herein and that it is not a party to any other agreement or under any obligation or restriction which would

prevent it from entering into this Agreement or which would adversely affect this Agreement or the performance of the undertakings set forth herein.

4. Counterparts and Headings. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. All headings in this Agreement are inserted for convenience of reference only and shall not affect its meaning or interpretation.

5. Severability. Every provision of this Agreement is intended to be severable. If any article, sentence, clause, or phrase of this Agreement is illegal, invalid or unconstitutional for any reason whatsoever, such illegality, invalidity or unconstitutionality shall not affect the validity or legality of the remainder of this Agreement unless the Agreement without the illegal or invalid provisions unduly benefits one of the parties or such severance creates a material unanticipated liability exposure to one of the parties.

6. Applicable law. This contract is subject to the law of the State of Nevada. Any possible court actions are to be litigated in Washoe County.

7. Entire Agreement. This Agreement contains the entire Agreement between Company and Client with respect to the transactions contemplated herein.

**IN WITNESS WHEREOF,** Company and Client have executed this Agreement as of the date first above written.

**Client**

For Santa Rosa City  
High School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Company**

Intellitext LLC, a Nevada  
limited liability company

By: Randi Castro

Title: Randi Castro, Owner

Date: February 4, 2020

## ADDENDUM TO CONTRACT

Between

Tonya Ward Singer

And

Santa Rosa City Schools

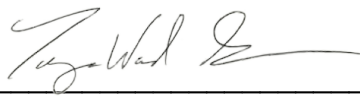
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This addendum to the original contract with Tonya Ward Singer, Board approved on August 14, 2019, is for services including grant development proposals to be submitted to government agencies and private foundations and to identify funding sources to support the Santa Rosa City Schools' strategic planning goals and values.

The contract, under Item 2. Term, is amended to read: CONTRACTOR shall commence providing service under this CONTRACT on February 27, 2020 and will continue through May 29, 2020, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in not event shall this CONTRACT exceed a term of five (5) years.

The contract, under Item 3. Compensation is amended to read: District agrees to pay CONTRACTOR for service satisfactorily rendered pursuant to this CONTRACT, a total fee not to exceed N/A. This is an additional \$ N/A, over the original contract of N/A.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written February 5, 2020.

By: 

Date: 2/5/2020

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: \_\_\_\_\_

Rick Edson  
Deputy Superintendent

Date: \_\_\_\_\_



## SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Tamara Teffeteller, hereinafter referred to as "CONTRACTOR".

### SCHOOL SITE/DEPARTMENT USE ONLY

#### Check one of the following:

☒ Independent Contractor/Business/Organization\* ☐ Professional Services\*\* ☐ Partnership\*\*\*

\* Any person, business, or organization that will be providing non-professional services to the District

\*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

### SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-6512-0-5750-3120-5800-398-5198

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☒ Restricted: \_\_\_\_\_ ☐ Other \_\_\_\_\_

For Billing (if applicable): ☐ Bill to: \_\_\_\_\_ Billing Frequency: \_\_\_\_\_

Contract is: ☒ New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: To Be Determined

Approved at Site by\*: \_\_\_\_\_

Date: \_\_\_\_\_

\*Signature-FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*Signature-DISTRICT OFFICE DEPT.

Contract Created by: Patricia Cons-Fujii

Phone #: 707 890-3800 ext. 80807

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: \_\_\_\_\_

Proposed Contract End Date: \_\_\_\_\_

Requisition #: \_\_\_\_\_

### BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable

Funding Source/Funding Category verified: ☐ YES ☐ NO | Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_

Date: \_\_\_\_\_



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1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools, equipment and testing materials. If required, district will provide necessary guidance to psychologist. Agency shall be liable for any district equipment not returned or damaged. Final payment may be withheld pending closing out of the account.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide direct Psychology Services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents. Consultant shall provide psychologist with laptop/computer.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on February 14, 2020, and will continue through June 30, 2020, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Thirty five Thousand Dollars (\$35,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of invoices not to exceed \$8000.00 per individual student evaluation by contractor.



4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

- Contractor shall keep an electronic log of activities including: students me, # of minutes, and type activity. This log can be done through SRCS vendor Paradigm or via a spreadsheet and must be turned in with any invoice. Payment for any invoice may be withheld pending satisfactory receipt of this electronic log.
- Any information presented at an Initial IEP or to a parent, must first be delivered to the Case Manager and or the Program Manager at least 48 hours in advance of the presentation. Failure to do so will result in a fine of \$100 per 24 hour (or pro rata amount) the report is not presented.
- Measurable Metrics:
  - Vendor to attend all IEP meetings as required,
  - Vendor to be prepared with reports while at all IEP meetings
  - Satisfactory Attendance/Professional Etiquette, and
  - Satisfactory evaluation by Special Services Administration
- Frequency:
  - Quarterly
  - Semester; and
  - End of Year

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

- ☐ Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.
- ☒ Increases student and family wellness and engagement through the full-service community school model.
- ☐ Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.
- ☐ Provides safe and inviting facilities with current technology.

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

(a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".



(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR,



CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800 x80201

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Tamara Teffeteller

Street: 431 Yulupa Ave

City/State/Zip: Santa Rosa CA 95405

Phone: (310) 799-0342

Email: [tamarateff@yahoo.com](mailto:tamarateff@yahoo.com)

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS 14th DAY OF February, 2020

**DISTRICT**

Signature: \_\_\_\_\_

Sonya Randrup

Director of Special Services

707-890-3800 x80201

**AUTHORIZED SIGNER OR CONTRACTOR**

Signature: tamara teffeteller

Print Name: Tamara Teffeteller

Title: School Psychologist

Email: tamarateff@yahoo.com

Phone: (310) 799-0342