



PROFESSIONAL SERVICES AGREEMENT

This agreement made and entered into between **Ravenswood City School District** (hereinafter referred to as **RCSD**) located at **2120 Euclid Ave. East Palo Alto, CA 94303** and **Ausin Texas Learning Group, LLC** (hereinafter referred to as Consultant) located at **10821 Red Run Blvd, #407, Owings Mills, MD 21117**. In consideration of their mutual covenants, the parties hereto agree as follows:

- A. DUTIES OF CONSULTANT:** The Consultant shall provide the following Professional services, studies, and/or reports.

Provide direct service, perform any needed evaluation, and recommend equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.

- B. CONTRACT PERIOD:** The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

- C. COMPENSATION:** For the full performance of this agreement, the RCSD shall pay the Consultant as follows:
Consultant's Fee:

- a) For Consultant: Rate as Specified in Addendum A**
- b) Consultant will work for minimum of 40 billable hours per week**
- c) School shall not be liable to pay for school holidays**

Payment shall be as follows: Payments to be made within **15 days** of receipt of invoice. Any amounts due and payable which have not been paid within 30 days of invoice shall be subject to interest at the rate of 12% per annum, not to exceed the highest amount allowed under Texas law. All payments due and payable in Austin, Travis County, Texas. In addition, any and all collection costs including attorney fees and court costs shall be recoverable in favor of consultant.

D. GENERAL TERMS AND CONDITIONS:

- 1) INDEMNIFICATION:** The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save Board, its Officers, Board Members, employees, and Agents harmless from and against any loss of and/or damage to the person or property of Consultant, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from the negligence or misconduct of Consultant, its employees or agents
- 2) NON-SOLICITATION OF EMPLOYEES:** RCSD agrees to not solicit or hire employees or independent contractors of Consultant for a period of 1(One) Year following the end date of that employee or independent contractor's services to RCSD. If RCSD decide to hire Consultant's candidate as a district employee or independent contractor without Consultant's approval, a fee for direct hire will be payable to Consultant within 15 days.

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

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This paragraph is essential to protect the economic and business rights of Consultant as well as valuable property rights. In the event that a court finds that this or any other paragraph in this agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Consultant nor in the termination of the other provisions of this agreement.

- 3) REPRESENTATIONS: RCSD represents and warrants that all the information supplied to consultant herein is true and accurate and contains no errors or omissions. In the event that is not true, the Consultant may immediately terminate this agreement and claim any damages as a result of the same.
- 4) AGREEMENTS WITH THIRD PARTIES: RCSD represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
- 5) ASSIGNMENT: Without the written consent of the RCSD, this agreement is not assignable by the Consultant.
- 6) NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
- 7) LICENSE AND AUTHORITY: The Consultant and its employee or independent contractors will maintain all necessary licenses during the term of this agreement. Consultant will provide evidence or copies of all necessary licenses and credential/ clearance to RCSD at their request.
- 8) EQUIPMENT AND FACILITIES: RCSD and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
- 9) TIME: Time is the essence of this agreement.
- 10) GOVERNING LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Texas. Any dispute between the parties shall be heard in the courts sitting in Travis County, Texas.
- 11) WITHHOLDING: The RCSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
- 12) HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.



- 13) AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- 14) MODIFICATION: Any modification to this agreement must be in writing and signed by both parties to be effective.
- 15) AUTHORITY: Each party executing this agreement has the authority to do so.
- 16) DAMAGES: In no event shall either party claim damages against the other in excess of 50% of the total amount to be paid out under the contract, nor shall there be any recovery of any special, consequential, or indirect damages of any type, against the Consultant.
- 17) TIMESHEET: Payment has to be made on the basis of counter-signed timesheet. Any discrepancy in timesheet should be communicated within 15 days. After 15 days ATX has all the rights to raise invoices in full as per the countersigned timesheet.
- 18) TERMINATION: Either party may terminate this Agreement on Twenty (20) calendar day written notice.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the RCSD to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the RCSD, or to utilize the RCSD's letterhead or logo without the prior consent of the RCSD. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and RCSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The RCSD shall provide job specifications and instructions.
TRAINING/SUPERVISION	The RCSD shall provide training/supervision for consultant, if required.
WORK NOT ESSENTIAL TO RCSD	The RCSD's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	RCSD controls the job location.
TOOLS & EQUIPMENT	Tools and equipment for the job shall be provided by RCSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will be required to make progress report.



UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. AUTHORIZED REPRESENTATIVE:

Signature: _____

Date Signed: _____

Branch / Dept.: _____

Address (or Mail Code): _____

CONSULTANT:

Signature: Syed Khalil

Date Signed: September 01, 2021

Title: President

Company Mailing Address:

ATX Learning LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone / Fax: _____

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: _____

E-Mail Address: info@atxlearning.com

ADDENDUM – A

Candidate	:	Daphney Hewitt
Services	:	Speech Language Pathologist
Rate for Services	:	\$100 per hour
Contract Term	:	School Year 2021-22
Start Date	:	Friday, September 3rd, 2021
End Date	:	June 15, 2022
Service time	:	40 hours per week

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