

## PROFESSIONAL SERVICES AGREEMENT

This agreement made and entered into between **Campbell Union school District** (hereinafter referred to as **CUSD**) located at **155 N Third Street, Campbell, CA 95008** and **Ausin Texas Learning Group, LLC** (hereinafter referred to as Consultant) located at 12613 Scofield Farms Dr., Austin, TX, 78727. 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 in the field of Speech Therapy, perform any needed evaluation, and recommend equipment to carry out Speech therapy 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 CUSD 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 32.5 billable hours per week and can use this time anyway that suits him/her.**

Payment shall be as follows: Payments to be made once a month within **45 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
3. **NON-SOLICITATION OF EMPLOYEES:** CUSD agrees to not solicit for hire employees or independent contractors of Consultant for a period of not less than 1 (One) Year following the first date of that employee or independent contractor's services to CUSD. After completion of 1 full billable year, CUSD may hire the same after paying a referral fee of \$15,000.00 to contractor.
4. **ASSIGNMENT:** Without the written consent of the CUSD, this agreement is not assignable by the Consultant.



5. **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.
6. **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 CUSD at their request.
7. **EQUIPMENT AND FACILITIES:** CUSD and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
8. **TIME.** Time is the essence of this agreement.
9. **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.
10. **WITHHOLDING.** The CUSD 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.
11. **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.
12. **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.
13. **MODIFICATION.** Any modification to this agreement must be in writing and signed by both parties to be effective.
14. **AUTHORITY.** Each party executing this agreement has the authority to do so.
15. **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.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the CUSD 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 CUSD, or to utilize the CUSD's letterhead or logo without the prior consent of the CUSD. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and CUSD 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 CUSD shall provide job specifications and instructions.
TRAINING/SUPERVISION	The CUSD shall provide training/supervision for consultant, if required.
WORK NOT ESSENTIAL TO CUSD	The CUSD's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	CUSD controls the job location.
TOOLS & EQUIPMENT	Tools and equipment for the job shall be provided by CUSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will require 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:

CONSULTANT:

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

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

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

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

Branch / Dept.: \_\_\_\_\_

Title:

Address (or Mail Code): \_\_\_\_\_

Company Mailing Address:

\_\_\_\_\_

ATX Learning LLC, 12613 Scofield Farms Dr., Austin, TX, 78727

Phone / Fax: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_fred@atxlearning.com\_\_\_\_\_

**ADDENDUM – A**

<b>Services:</b>	Speech Therapy
<b>Rate for Services (Speech Therapy):</b>	\$90 per hour
<b>Contract Term:</b>	School Year 2016-17
<b>Start Date:</b>	Friday, October 07, 2016
<b>End Date:</b>	School year 2016-17
<b>Service time</b>	32.5 hours per week