



PROFESSIONAL SERVICES AGREEMENT

This agreement made and entered into between **Mountain View Whisman School District** (hereinafter referred to as **MVWSD**) located at **1400 Montecito Ave., Mountain View, CA 94043** 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, 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 MVWSD shall pay the Consultant as follows:

Consultant's Fee:

- a) For Consultant: Rate as Specified in Addendum A
- b) Consultant can work for 40 max. billable hours per week. Hourly rate is all- inclusive.
- c) School shall not be liable to pay for school holidays or break hours

Payment shall be as follows: Payments to be made within **30 days** of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. **INDEMNIFICATION:** Each party agrees to indemnify and hold harmless the other from and against liabilities, actions, causes of action, damages and attorney's fees but only in proportion to and to the extent directly resulting from the negligent acts or omissions of the indemnifying party, its agents and employees.
2. **NON-SOLICITATION OF EMPLOYEES:** MVWSD agrees to not solicit or hire employees or independent contractors of ATX Learning for a period of 1(One) Year following the end date of that employee or independent contractor's services to MVWSD. If MVWSD decide to hire ATX Learning's candidate as a district employee or independent contractor without ATX Learning's approval, a fee of \$25,000 for direct hire will be payable to Consultant within 15 days.

This paragraph is essential to protect the economic and business rights of ATX Learning 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 ATX Learning nor in the termination of the other provisions of this agreement.



3. **ASSIGNMENT:** Without the written consent of the MVWSD, this agreement is not assignable by the Consultant.
3. **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.
4. **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 MVWSD at their request.
5. **EQUIPMENT AND FACILITIES:** MVWSD and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. **TIME.** Time is the essence of this agreement.
7. **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.
8. **WITHHOLDING.** The MVWSD 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.
9. **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.
10. **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.
11. **MODIFICATION.** Any modification to this agreement must be in writing and signed by both parties to be effective.
12. **AUTHORITY.** Each party executing this agreement has the authority to do so.



13. **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.
15. **TERMINATION:** Either party may terminate this Agreement by mutual consent or on thirty (30) calendar days written notice.

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

CONSULTANT:

Signature: _____

Signature: *Fred Miller*

Date Signed: _____

Date Signed: August 22, 2019

Branch / Dept.: _____

Title: Vice President

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.miller@atxlearning.com

ADDENDUM – A

Services:	Special Education (Mild/Moderate)
Rate for Services:	\$90 per hour
Contract Term:	School Year 2019-20
Start Date:	September 06, 2019
End Date:	June 2020
Service time:	40 hours per week
Name of candidate:	Linda Simon, SPED teacher