ATX Learning

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Services Agreement") made and entered into between **Jefferson School District** (hereinafter referred to as **Client**) located at **1219 Whispering Wind Drive Tracy, CA 95377** and **Ausin Texas Learning Group Llc, Inc.** (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, through its personnel who are the employees or independent contractors.

Provide direct service, perform any needed evaluation, and recommended 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 the date specified in the Assignment Confirmation ("Exhibit A").

C. COMPENSATION: For the full performance of this agreement, the Client shall pay the Consultant as follows:

a) Consultant's fee at the rate specified in Exhibit A.

b) Consultant will provide services for a minimum of 35 (Thirty five) billable hours per week.

c) Client shall be liable to pay for all the overtime and holiday hours, for services provided by the Consultant.

Invoice: Consultant shall provide the invoice for each calendar month.
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 the 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 are 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 the Consultant.

Payment for the services provided during overtime hours or holidays shall be calculated at one and a half times the regular rate agreed under the Exhibit A

D. GENERAL TERMS AND CONDITIONS:

1) MUTUAL INDEMNIFICATION: The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save the Client, 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 officers, employees, or agents. Client will indemnify, defend and hold harmless Consultant, its directors, officers, employees and agents from all costs, fees, and damages (including reasonable attorneys' fees) arising from a third party claim against Consultant based on an actual or alleged: (i) failure by the Client to perform its obligations under this Agreement; (ii) breach of Client's representations and warranties; (iii) acts or omissions constituting negligence or willful misconduct, committed by Client, its officers, employees, or agents; or (iv) failure by Client to comply

with governmental laws and regulations; or (v) infringement by Client (or any property or data provided by Client) of any patent, copyright, trademark, trade secret, or other intellectual property rights.

2) REPRESENTATIONS: Client represents and warrants that all the information supplied to the Consultant is true and accurate and contains no errors or omissions. In the event that such information is not true, the Consultant may immediately terminate this agreement and claim any damages as a result of the same.

3) AGREEMENTS WITH THIRD PARTIES: Client 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.

4) ASSIGNMENT: Neither party shall assign this agreement, or any of the rights, duties, and obligations under this agreement, without the written consent of the other party.

5) NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of such person's 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 credentials/ clearance to Client at their request.

7) EQUIPMENT AND FACILITIES: Client and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.

8) 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.

9) WITHHOLDING: The Client 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.

10) 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.

11) 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.

12) MODIFICATION: Except as provided in Paragraph 19 below, any modification to this agreement must be in writing and signed by both parties to be effective.

13) AUTHORITY: Each party executing this agreement has the authority to do so.

14) TIMESHEET: Payment has to be made on the basis of the Approved/Counter-signed timesheet(s). Any discrepancy in the timesheet(s) should be communicated to the Consultant, within fifteen (15) days of receipt of such timesheet(s), by the Client. In the absence of any such communication, after fifteen (15)

days, Consultant has the irrevocable, unlimited right to provide invoices in full as per the Approved/Counter-signed timesheet(s) and get paid as per the agreed payment terms regardless of whether those Approved/Counter-signed timesheets are correct.

The term "Approved/Counter-signed timesheets" shall mean, the timesheets that are signed by, the Principal, Director, Supervisor, or any other individual, authorized for signing the timesheets, by the Client.

15) TERMINATION: Either party may terminate this Agreement on 20 calendar days written notice.

16) OVERTIME & HOLIDAYS: Client shall be liable at all times to pay as per the applicable laws of the State where the services are performed, related to the overtime and holidays. For hours worked more than 40 hours in any workweek, the Client shall pay at the rate of 1.5 times the regular rate agreed in Exhibit A, the same is applicable for the hours worked during the holidays.
As per the laws of the State of California, the hours worked more than 8 hours in a workday shall be considered overtime hours and shall be paid at the rate of 1.5 times the regular rate of pay. The hours worked over 12 hours in a workday or over 8 hours on the seventh consecutive day of work in a workweek are eligible for double-time pay. Double-time pay is 2 times the regular rate of pay. The same terms are applicable for the hours worked during the holidays.

17) MEAL PERIODS & REST BREAKS: The laws of the meal period and rest breaks of the State wherein the services are performed by the Consultant shall apply to the Client. For the employees/personnel of the Consultant working in the State of California, an Off-duty meal period of 30 minutes shall be provided on each workday to those who are working for more than 5 hours of work shift in a workday, and such meal break shall be given before the end of the fifth hour of the work shift. And, a second Off-duty meal break shall be provided to those who are working for more than 10 hours of work shift in a work day, before the end of the tenth hour of the work shift. Also, an uninterrupted rest period of 10 minutes shall be provided for every 4 hours of work performed by the personnel/employee of the Consultant and such 10-minute rest break shall be a paid break and the Client is liable to pay for such rest break to the Consultant.

18) INDEPENDENT CONTRACTOR STATUS: While engaged in the performance of this Agreement, all Consultant's personnel shall be classified as independent contractors and shall not be officers, agents, or employees of the Client.

19) SEVERABILITY: In the event that a court finds that this or any other portion or 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 Company nor in the termination of the other provisions of this agreement.

20) EXHIBITS: All Exhibits and Schedules referred to in and attached to this Agreement are incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the Client 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 Client, or to utilize the Client's letterhead or logo without the prior consent of

the Client. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and Client 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	For performing the services, the Client shall furnish the description and specifications of the services and prescribe the instructions, to the Consultant's Personnel on the first day of the Job or from time to time, if required.
TRAINING/SUPERVISION	Consultant's Personnel shall be under the supervision of the Client and the client shall provide the necessary training for the adequate performance of the services.
WORK NOT ESSENTIAL TO CLIENT	The Client's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	Client shall provide the location of the school/institute/facility where the services are required to be performed.
TOOLS & EQUIPMENT	Client shall provide the necessary tools and equipment, within the premises of the job location, to the consultant's personnel for performing the services. Consultant or their personnel are not allowed to use their own tools and equipment.
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 a progress report.

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

CLIENT AUTHORIZED REPRESENTATIVE:

Signature: [illegible]

Date Signed: 10/14/24

Branch / Dept.: Superintendent

Address: 1219 Whispering Wind Dr. Tracy, CA 95377

Phone / Fax: 209-836-3388

E-Mail Address: superintendent@jsdtracy.com

CONSULTANT:

Signature: Syed Khalil

Date Signed: 10/10/2024

Title: President

Company Mailing Address:

10821 Red Run Blvd, #407, Owings Mills, MD 21117

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

E-Mail Address: info@atxlearning.com

ATX Learning

EXHIBIT – A
Assignment Confirmation

Personnel Name:	Patricia Ballance
Services:	Special Education Teacher
Hourly Rate for Services:	$ 94 per hour
*Overtime/Holiday Rate:	$ 141 per hour ($Rate x 1.5)
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for transportation between school sites.
Contract Term:	School Year 2024-2025
Assignment Start Date:	October-15-2024
Assignment End Date:	June-01-2025
Number of Days:	140 days (approximately)
Guaranteed Hours:	35 hours per Week
Cancellation Notice:	20 Days

***All the overtime/holiday hours worked shall be paid at $ time and one half (1.5).**

District Business Services Contact:	ESABEL CORRIE
District Sp Ed Contact:	NELLAINE KILGORE

Billing Information

Billing Address:	1219 WHISPERING WIND DRIVE TRACY, CA 95377
Billing Telephone Number:	209.836.3388
Billing Contact Info:	LAURA FRIEH
Billing Email Address:	ACCOUNTSPAYABLE@JSDTRACY.COM

Timesheet Approving Authority

Name:	NELLAINE KILGORE
Title:	DIRECTOR OF SPED
E-mail Address:	NKILGORE@JSDTRACY.COM
Phone Number:	209.855.9704