



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Rochester CUSD 3A** (the “Client”) located at **4 Rocket Dr, Rochester, IL 62563** and **HTF Staffing LLC** (the “Consultant”) located at **7611 W 62nd Street, Summit, IL - 60501**.

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:
1. Provide direct service, perform any needed evaluation, and recommend equipment to carry out special education programs in consultation with the director, principals, teacher/school staff, and parents.
- B. CONTRACT PERIOD:** The Consultant's work as specified in this agreement shall commence on the Date as specified in Addendum A.
- C. COMPENSATION:** For the full performance of this agreement, the Client shall pay the Consultant as follows:
1. **Candidate Rate:** Rate as specified in Addendum A
 2. **Billable Hours:** The Candidate is expected to work between 35 to 40 billable hours per week, or as assigned by the Client. Billable hours typically refer to the hours for which the client will be invoiced.
 3. **Federal Holidays:** The client is responsible for paying the consultant for hours worked on Federal Holidays. This suggests that the consultant is entitled to compensation for working on these specified holidays.
 4. **Payment Terms:** Payments are required to be made within 60 days of the receipt of the invoice. This sets the timeline for the client to fulfill their payment obligations.
 - a) **Late Payment Fee:** If the client fails to make payments within the 15-day window, there is a grace period of 5 days. After this grace period, late payments will incur a late payment fee of \$100 per day for each day the payment is overdue.

D. GENERAL TERMS AND CONDITIONS:

- 1) **INDEMNIFICATION:** The Client shall indemnify and hold the Consultant harmless from any loss or liability from performing the Services under this Agreement.
- 2) **NON-SOLICITATION OF EMPLOYEES:** The Client agrees to not solicit or hire the Candidate/Employee of the Consultant for a period of 1(One) Year following the End Date of that Candidate/Employee or services to the Client. If the Client decides to hire the Consultant’s Candidate/Employee as a district employee or without the Consultant’s approval, a fee (\$10,000) for direct hire will be payable to the Consultant within 15 days of the breach of contract. This paragraph is essential to protect the economic and business rights of the Consultant as well as valuable property rights. In the event that a court finds that this or any other paragraph in this

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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 the termination of the other provisions of this Agreement.

- 3) **REPRESENTATIONS:** The Client represents and warrants that all the information supplied to the 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:** The Client represents and warrants that at the time of this Agreement, it has no legal or contractual obligations to a third party that contravenes or interferes with this Agreement.
- 5) **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons under this Agreement because of 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 will maintain all necessary licenses during the term of this Agreement. The Consultant will provide evidence or copies of all necessary licenses and credentials/ clearance to the Client at their request.
- 7) **LIMITATION ON PHYSICAL LABOR:** The Client assures that they will not require the Employee to engage in physical labor as part of the services outlined in this agreement. This limitation includes, but is not limited to, tasks involving strenuous physical activity, heavy lifting, or any activities that may pose a risk to the physical well-being of the Employee. Unless explicitly agreed upon otherwise in writing between the Client and the Employee, the Client shall not request or require any form of physical labor. Any violation of this provision may result in the Employee seeking remedies, including but not limited to termination of the agreement, compensation for damages, or legal action as deemed necessary. It is advised that the parties seek legal advice to ensure the enforceability and compliance of this limitation on physical labor.
- 8) **EQUIPMENT AND FACILITIES:** The Client and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this Agreement.
- 9) **APPLICABLE LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The Company will not be liable for any attorneys' fees and costs in any litigation or arbitration arising out of or relating to this Agreement.
- 10) **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.
- 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 all parties to be effective.
- 14) **AUTHORITY:** All parties executing this agreement have the authority to do so.
- 15) **DAMAGES:** In no event shall a party claim damages against the other person more than 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.
- 16) **TERMINATION:** The Client or the Consultant may terminate this Agreement with a 2-week' written notice. If the Client fails to provide a 2-week notice to the Candidate/Employee and the Consultant, the Client will be responsible for paying the Candidate/Employee 2 weeks' worth of pay.
- 17) **INDEPENDENT CONTRACTOR STATUS AND OBLIGATIONS:** 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 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	The Client shall provide job descriptions and instructions.
TRAINING/SUPERVISION	The Client shall provide training/supervision for the Candidate/Employee if required.
WORK NOT ESSENTIAL TO SD	The Client's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	The Client controls the job location.
TOOLS & EQUIPMENT	Tools and equipment for the job shall be provided by the Client.

- 18) **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.

ADDENDUM A – CANDIDATE INFORMATION

Candidate's Name: [Jeremy Kimble](#)
 Services: [Paraprofessional](#)
 Rate for Services: [\\$37 per hour](#)
 Contract Term: [SY 2024-25](#)
 Start Date: [January 07th, 2025](#)
 End Date: [May 21st, 2025](#)

ADDENDUM B - SIGNATURE PAGE

CLIENT: AUTHORIZED REPRESENTATIVE

Signature: _____
 Name: _____
 Date Signed: _____
 Branch / Dept: _____
 Address: _____

 Phone / Fax: _____
 Email Address: _____

CONSULTANT: HTF STAFFING LLC

Signature:  _____
 Name: [Zubair Alam](#)
 Date Signed: [December 06th, 2024](#)
 Title: [Head of Operations](#)
 Address: [7611 W 62nd Street](#)

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