

BOARD OF TRUSTEES  
AGENDA☐ Workshop☒ Regular☐ Special(A) ☐ Report Only☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) ☒ Action Item

Presenter(s): SAMUEL MIJARES, DEPUTY SUPERINTENDENT FOR C &amp; I

Briefly describe the subject of the report or recognition presentation.

Consider and take appropriate action on the request to contract with Josephine Rodrigues to provide Dual Credit classes for the 2016-2017 school year

(C) Funding Source: Identify the course of funds if any are required

High School Allotment Funds

(D) Clarification: Explain any question or issues that might be raised regarding this item.

## CONTRACTED SERVICES SUMMARY 2016-2017

#	CONSULTANT/ CONTRACTED SERVICES	GRADE LEVEL/ AUDIENCE/USER	# DAYS	DESCRIPTION	FUNDING	APPROXIMATE COST
1	JOSEPHINE RODRIGUES	Students 9-12	16-17 school year	Dual Credit classes for high school students.	169	22,000.00
2						

Approved by  
EPISD Board of Trustees

**September 13, 2016**

\_\_\_\_\_  
Superintendent

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

1420 EIDSON ROAD • EAGLE PASS, TEXAS 78852 • 830/773-5181

## CONSULTANT CONTRACT

This contract is entered into by and between Josephine Rodrigues, 2136 Hillcrest, Eagle Pass, TX 78852

hereinafter referred to as "Contractor" and the Eagle Pass Independent School District, a Texas political subdivision, hereinafter referred to as "District" on this the 31st day of August 2016.

1. District agrees to engage Contractor, and Contractor agrees to perform and/or provide the following services:  
Dual Credit Government classes for school Year 2016-2017  
@ Eagle Pass High School (6 sections) CC Winn HS (5 Sections)
2. Contractor will perform the services set forth herein in a timely and professional manner and to the District's satisfaction.
3. In exchange for the Contractor's services, District will pay Contractor a fee of \$22,000.00 per hour/ per day/ flat fee [circle one]. The total fee is not to exceed \$22,000.00. Any reimbursement for travel, meals, and lodging or other expenses will be in accordance with District policies and must be accompanied by appropriate receipts. Contractors will not be paid in advance of performing or providing the services. Invoices must be addressed to the Accounts Payable Dept. at the above address. *Payment on a properly submitted invoice will usually be made on the seventh business day of the month for items/services received prior to or on the last business day of the previous month. If an invoice is not properly submitted, no late and/or finance charges will be paid by the District.*
4. The contract will be effective on the 31<sup>st</sup> day of August, 2015 and will expire on the 1<sup>st</sup> day of June, 2016, unless sooner terminated as provided herein.
5. Either District or Contractor may terminate this contract for convenience after giving the other party thirty (30) days advance written notice. Either District or Contractor may terminate this contract effective immediately for breach of any provision herein provided the non-breaching party gives the breaching party written notice of the breach and thirty (30) days to cure such breach. District may terminate this contract effective at the end of its fiscal year if funds are not appropriated for this contract for the ensuing fiscal year. If this contract is terminated for convenience, District will pay Contractor a prorated share of fees Contractor has earned up to the effective date of termination.
6. Contractor is not an employee of the District and is not entitled to fringe benefits. Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor. Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.
7. **CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE DISTRICT, AND ITS EMPLOYEES, OFFICERS AND AGENTS, HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS AND COSTS INCURRED AS A RESULT OR RELATED TO CONSULTANT'S PERFORMANCE UNDER HIS CONTRACT.**

*"The Eagle Pass Independent School District is an equal Opportunity Employer, M/W/D/V"*



8. In entering into this contract, Contractor agrees to abide by all District policies and regulations. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. If criminal history background information is required of the Contractor or its representatives, Contractor agrees to provide same at Contractor's expense.
9. Contractor may not subcontract or assign this contract or any of its rights hereunder to another person or entity.
10. All notices hereunder by either party to the other will be delivered personally or by certified mail, return receipt requested, and will be duly given when delivered personally or three business days after postmarked. If to District, notice will be sent to the Superintendent of Schools at 1420 Eidson Rd., Eagle Pass, Texas 78852. If to Contractor, notice will be sent to the signatory and at the address set forth herein.
11. This contract and the following attachments contain the entire agreement between District and Contractor for the services set forth herein and supersedes all prior or contemporaneous agreements, whether oral or written. This contract and its attachments cannot be modified without the advance written consent of each party.

Attachments:

12. This contract will be governed by the laws of the State of Texas and is performable in Maverick County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as of the date and year first above written.

CONTRACTOR:

Josephine Rodriguez

By: August 31, 2016

DATE

TITLE: College Instructor / Adult Credit

DISTRICT:

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
DIRECTOR/COORDINATOR /PRINCIPAL

[Signature] 9/10/16  
EXECUTIVE DIRECTOR DATE

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
DATE

RECEIVED BY: \_\_\_\_\_  
COORDINATOR OF PURCHASING DATE

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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## NON-COLLUSION STATEMENT

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms, or conditions of said bid/proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

COMPANY

JOSEPHINE RODRIGUES

ADDRESS

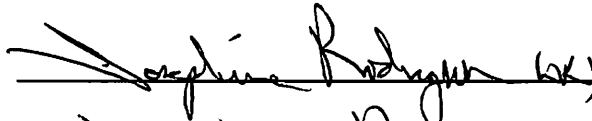
2136 HILLCREST

EAGLE PASS, TX 78852

-PHONE AND FAX

830-773-9188 CELL: 776-1202

CONTRACTOR (SIGNATURE)



CONTRACTOR (PRINT NAME)

Josephine Rodriguez

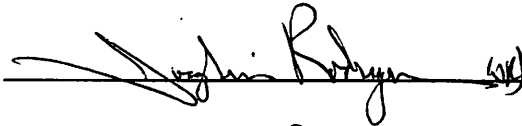
POSITION WITH COMPANY

College Instructor / Dual Credit

SIGNATURE OF COMPANY

OFFICIAL AUTHORIZING

THIS CONTRACT



COMPANY OFFICIAL  
(PRINT NAME)

Josephine Rodriguez

OFFICIAL POSITION

College Instructor

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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## FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduit resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME:

JOSEPHINE RODRIGUES

(PRINT OR TYPE)

AUTHORIZED COMPANY OFFICIAL'S NAME:

(PRINT OR TYPE)

**\*\*SIGN ONLY A, B, OR C\*\***

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Details of Conviction:

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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## DEBARMENT AND SUSPENSION CERTIFICATE CERTIFYING STATEMENT

In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 the contractee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

The Eagle Pass Independent School District hereby agrees to abide by the aforementioned terms and conditions.

COMPANY NAME

Josephine Rodrigues

ADDRESS

2136 Hillcrest Blvd.

Eagle Pass, TX 78852

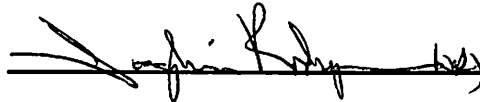
TELEPHONE NUMBER

830-773-9188 Cell: 776-1202

FAX NUMBER

COMPANY OFFICIAL

(SIGNATURE)



COMPANY OFFICIAL

(PRINT NAME)

Josephine Rodrigues

POSITION WITH COMPANY

College Instructor / Dual Credit

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT**  
**1420 EIDSON ROAD • Eagle Pass, Texas 78852 • 830/773/5181**

**CONFLICT OF INTEREST QUESTIONNAIRE** (Form CIO)

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. **See Section 176.006, Local Government Code.** A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

FOR VENDOR OR OTHER PERSON DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

1. Name of person doing business with local governmental entity.

Josephine Rodrigues

2. ☒ Check this box if you are filing an update to a previously filed questionnaire.

*(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 70<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)*

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

5. Name of local government officer with whom filer has affiliation or business relationship.

*(Complete this section only if the answer to A, B, or C is YES.)*

*This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIO as necessary.*

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ YES ☐ NO

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ YES ☐ NO

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of then percent (10%) or more?

☐ YES ☐ NO

- D. Describe each affiliation or business relationship

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

None

- 7.

  
Signature of Person Doing Business with the Governmental Entity

 3, 2016  
Date



# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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## CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION

Each Texas public school district must receive certification from any entity with which it contracts to provide services regarding the fact that the entity has obtained the following for all employees who have or will have "continuing duties related to contracted services;" and have "direct contact with students" before employing or immediately after employing or securing the services of the individual:

- (1) A name-based criminal history background check on all employees hired before January 1, 2008;
- (2) A national criminal history record information review on all employees hired on or after January 1, 2008, which may include fingerprints and photographs.

"Continuing duties related to contracted services" – work duties that are performed pursuant to a contract to provide services to a school district on a regular, repeated basis rather than infrequently or one time only.

"Direct contact with students" – The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide the opportunity for unsupervised interaction with an individual student, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides the opportunity for unsupervised contact with students such as, without limitation, the provision of individualized coaching, tutoring, or other services.

19 TAC § 153.1101

The required criminal history record information can be obtained from either of the following:

- A law enforcement or criminal justice agency
- A private entity that is a consumer reporting agency governed by the
- Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.)

The school district may not allow any employee of the entity or an individual to serve at the district if information obtained through this review verifies that the employee has been convicted of one of the following and at the time of the offense the victim was under 18 years of age or was enrolled in a public school:

- (1) A Title 5 felony offense;
- (2) An offense requiring the individual to register as a sex offender; or
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 felony in the state of Texas or that would require registration in the Texas sex offender databank.

Name of Contracting Entity or Individual:

Sophie Rodriguez

Type of service to be performed on school campus:

Dual Credit Courses

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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On behalf of the above-named contracting entity or individual, I hereby certify the following *(Check One)*:

- ☐ No employees, including myself, have continuing duties related to the contracted services and/or will have direct contact with students; therefore, I/we do not have any covered employees and no criminal background check is required.
- ☐ All employees, including myself, who have continuing duties related to the service(s) to be performed at the District and who also have direct contact with students have undergone the required criminal history background check (employed before January 1, 2008) or national criminal history record information review, which may include fingerprints and photographs (employed on or after January 1, 2008) and that no prohibited contact as described herein was revealed.

I have attached a list of employees, including myself, who have or will have continuing duties related to the contract and who will have direct contact with students. None of these individuals has a reported criminal history that would render the employee ineligible for service at a Texas public school district. Upon request, I will make available for the District's inspection the criminal history record information of any covered employee. I will notify the District within three business days if I receive information that a covered employee has been convicted of a criminal offense that would render the individual ineligible for service at a Texas public school district under state law. I agree that if the district objects to the assignment of a covered employee to the district, on the basis of the covered employee's criminal history record information, I will discontinue such assignment, or my contract with the District may be terminated.

  
SIGNATURE OF PERSON DOING BUSINESS WITH THE GOVERNMENTAL ENTITY

  
DATE