

**CONTRACT BETWEEN  
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT  
AND  
CREATIVE KIDS INC.**

This Agreement, made this \_\_\_ day of September, 2024 defines the services and obligations of the San Elizario Independent School District (“SEISD”), 1050 Chicken Ranch Rd., San Elizario, Texas, and Creative Kids Inc., a non-profit organization, organized under the laws of the State of Texas with offices at 504 San Francisco St., El Paso, Texas (“CKI”, or the “Contractor”).

**THE ABOVE-IDENTIFIED PARTIES AGREE TO THE FOLLOWING:**

The San Elizario Independent School District desires to contract with Creative Kids Inc. for the implementation of a 47-Week Fine Arts Program in conjunction with the Migrant Education Program at a campus designated, herein or hereafter, by SEISD.

**I. Scope of Services**

CKI shall serve as an independent contractor to provide the work in strict accord with the program description provided in **Exhibit A** attached hereto and incorporated herein by reference for all purposes (the “Services”). Notwithstanding any conflict between the language in Exhibit A and the terms set forth below, the terms set forth below shall prevail with respect to the Agreement between the parties.

CKI will provide to SEISD the following services during the term of this agreement:

1. CKI shall be responsible for curriculum development of the fine arts program (the “Program”) for the benefit of SEISD students.
2. The Program shall include art instruction for approximately 20 students per session with one art instructor assigned per every 10 students – serving a total of 50 students at the duration of the 47-week program.
3. CKI shall run the program for 47 weeks during the 2024-2025 school year beginning on Wednesday, September 25, 2024, and every Wednesday and Thursday thereafter.
4. CKI shall be responsible for obtaining professional art instructors or directors, and assistants to implement the Program.

5. CKI will provide art instructors, art supplies, framing, printing, secure a gallery venue with gallery installations, and will provide any other administrative or program needs.
6. CKI shall compile CKI and Program information required for district reports, including reports to the SEISD Board of Trustees.

## **II. SEISD Responsibilities**

1. SEISD, in its sole discretion, may provide (at the District's sole cost and expense) CKI with such administrative assistance as may be reasonably required by CKI for the performance of the Work.
2. SEISD administrative personnel at each campus agrees to collaborate with CKI staff or contractors in order to facilitate and deliver Program-related Services to students as deemed necessary.

## **III. Special Terms and Provisions.** The following special terms and provisions shall apply to performance of the Services described in this Contract and in Exhibit A.

- A. CKI shall require adequate and appropriate dress and identification of CKI's employees, contractors, and all other persons carrying out the Services for the Program. CKI shall require all workers, whether CKI's own forces or the forces of CKI's contractors, to wear identification tags on the front of their persons during all times that they are on SEISD property. Such identification tags shall contain a current photograph and the worker's name in a typeface large enough to be seen from a reasonable distance. CKI shall further ensure that no improper or inappropriate fraternization shall occur between CKI and contractor's personnel and SEISD students. Failure of CKI's personnel or contractors to adhere to these standards of conduct shall result in the immediate removal of the offending person from the Program and SEISD property. In addition to the foregoing, CKI shall:
  1. Provide SEISD with sufficient information regarding all personnel providing Services for the Program to facilitate SEISD in its background checks. Pursuant to Texas Education Code 22.0834, CKI will certify that all CKI employees and contractors have undergone a finger-print based background check.

## **IV. Duration of Services**

This Agreement shall become effective immediately upon execution and shall terminate on August 31, 2025 at which time SEISD and CKI will have the option to renew the agreement upon approved grant funding renewal.

## **V. Compensation and Method of Payment**

For and in consideration of the Services to be performed by CKI under this Agreement, CKI is responsible for all program costs (salaries, art supplies, mileage, framing and snacks) incurred during the duration of the 47-week program. This is underwritten by a grant from the Paso del Norte Health Foundation for the fine arts instruction to FIFTY (50) students, to include the cost of ONE (1) art instructor per TEN (10) students; for a total of TWO (2) art instructors, ONE (1) art director, ONE (1) assistant, and all other expenses for Contractor's fine arts program (the "Fine Arts Program")

### **Additional Provisions**

- A. CKI Employees. All persons assigned to SEISD under this Contract by CKI shall remain the employees of CKI and shall not be employees of SESD. CKI shall be responsible for payment of all salary, compensation and benefits of all of its employees, and shall have all liability and responsibility with respect to its Employees. SEISD shall not have any responsibility or liability regarding any CKI employees.
- B. Risk Allocation. SESD shall not be liable to CKI for any claims, causes of action, liability, expenses, attorney's fees, costs, injuries, damages or other losses arising from the conduct of CKI employees and the Services provided by CKI employees pursuant to this Contract. Each party shall bear its own risk of loss and shall not be liable for any acts or omissions of the employees of the other party.
- C. Governmental Immunity. SEISD hereby reserves, and does not waive, its right to governmental and sovereign immunity from litigation or liability arising out of the Texas Tort Claims Act, the Texas Constitution and applicable common law. This Contract is not a consent to suit by SEISD. This Contract shall not constitute the agreement by SEISD to pay attorney's fees in the event of litigation between the parties.
- D. Compliance with FERPA. CKI and its employees assigned to SEISD schools pursuant to this Contract shall comply with all terms and conditions of the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and applicable state law which requires that all personally identifiable student records be kept confidential and not released except as provided under applicable law. Any violation of the terms of federal or state law by CKI employees relating to personally identifiable student records shall constitute grounds for immediate termination of this Contract.

**VII. Notice.** Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile followed by a confirmation letter sent as provided above, addressed to such party as follows:

(a) **Notices to San Elizario ISD:**

Dr. Jeannie Meza-Chavez  
Superintendent  
San Elizario ISD  
1050 Chicken Ranch Rd.  
San Elizario, Texas 79849  
(915) 872-3900

(b) **Notices to Creative Kids Inc.**

Andrea Gates-Ingle  
Executive Director  
504 San Francisco St.  
El Paso, Texas 79901  
(915) 533-9575

Notices sent in accordance with this section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this section shall be upon notice to the other party delivered in the manner set forth above.

**VIII. Termination of Services.** This agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties or by either party giving (30) days written notice. Upon termination of the Contract, SEISD shall be liable only for no payment for services as it is covered by a grant from the Paso Del Norte Health Foundation.

**IX. Business Ethics Standards.** CKI hereby acknowledges that it has reviewed the SEISD's business ethics policy and incorporated herein by reference for all purposes. CKI represents to the District that it has not violated such standards in its dealings with SEISD and covenants that it will abide by such standards in CKI's performance of this Contract.

**X. Criminal Background Check.** Any CKI employees or contractors having direct contact with students must submit to a criminal background check as required by Texas law.

**XI. Confidentiality.** SEISD considers all non-public information concerning the Program to be performed under the terms of this Contract as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by SEISD to CKI. CKI shall not release any non-public information to any third party without the prior written consent of SEISD. CKI understands that TISD must release certain information under the Texas Public Information Act.

**XII. Miscellaneous**

1. **Assignment.** CKI agrees that the duties and obligations of CKI under this Contract are not assignable or transferable and CKI agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of SEISD.

2. **Entire Agreement.** This Contract constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract shall not be amended or modified except by written instrument signed by both parties.
3. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Contract.
4. **Third-Party Beneficiary.** This Contract and all conditions and provisions hereof are for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and are not intended for the benefit of any other person. In particular, nothing in this Contract, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Contract and shall not be construed to give any testing company, vendor or his or her respective heirs, assigns or beneficiaries any legal or equitable right, remedy or claim under or in respect to this Contract or any provision contained herein. Any entities or individuals mentioned herein, or in any of the attachments hereto, are listed for convenience and understanding of this Contract and said entities or individuals shall not be considered third-party beneficiaries under this Contract.

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS PROVIDED, IF ANY, DOES NOT AFFECT THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SAN ELIZARIO INDEPENDENT  
SCHOOL DISTRICT**

BY: \_\_\_\_\_  
EDUARDO CHAVEZ  
PRESIDENT, BOARD OF TRUSTEES

**ATTEST:**

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SANDRA LICON  
SECRETARY, BOARD OF TRUSTEES  
SAN ELIZARIO ISD

**APPROVED AS TO FORM AND CONTENT:**

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DR. JEANNIE MEZA-CHAVEZ  
SUPERINTENDENT SAN ELIZARIO ISD

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NORBERTO RIVAS  
CHIEF FINANCIAL OFFICER  
SAN ELIZARIO ISD

**THE CONTRACTOR:**  
CREATIVE KIDS INC.

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By: Andrea Gates-Ingle  
Executive Director