



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 18, 2016

Purpose: ☐ Report Only ☐ Recognition ☒ Discussion/ Possible Action

Presenter(s): Julie Y. Silva, Director of Special Education

Item Title:

Discussion and possible action to approve an increase to the Educating Diverse Learners contract to enhance classroom instruction and to meet the Individualized Education Plan (IEP) of our Special Education students.

Description:

Approve the request to increase the Educating Diverse Learners contract for an additional \$10,000.00. The increase in additional funds is due to the high volume of requests for student behavior consultations and teacher and campus administration support. These additional funds would also provide staff development training in the summer to include a classroom makeover at Madla Elementary.

District Goal:

Goal 3 We will provide meaningful and innovative instruction that promotes critical thinking and problem solving.

Funding Budget Code and Amount:

CFO Approval

224-11-6299-00-XXX-623-000 \$10,000.00

APPROVAL ROUTE

Principal/Director:

Executive Director:

Chief Administrator:

Superintendent:

SIGNATURE

Julie Y. Silva
[Signature]
[Signature]
[Signature]

DATE

5/6/16
5-6-16
5-6-16



Consultant / Contractor Contract

Contract Number: RFQ15-07-012

This contract is entered into by and between

Name and address

**Educating Diverse Learners
3614 Hunters Circle
San Antonio, TX 78230:**

hereinafter referred to as "Contractor" and the South San Antonio Independent School District, a Texas political subdivision, hereinafter referred to as "District" on this the Thursday, May 28, 2015.

The purpose of this Agreement is to set out the responsibilities of the parties hereto regarding the professional services to be rendered by contractor to District. District agrees to engage the contractor, and contractor agrees to perform and/or provide the following services: Contractor to provide professional services as per specifications on RFQ #15-7 for Consultation Services; Behavior, Social Skills, and Autism as directed by Special Education Department for the 2015-2016 school year. Contractor will also provide service log to include time and date of service, school name, student name and signature approval of Principal or delegated authority. Service Log to be submitted with respective invoice.

**In exchange for the Contractor's services, District will pay the contractor a fee of \$
\$120.00**

Indicate fee structure:

Per Hour

The total fee is not to exceed:

\$25,000 - per CH Local Purchasing Authority dated 05/08/2015

Please enter the funding source

199, 224

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. Notwithstanding payment by the District pursuant to an approved invoice, the District reserves the right to audit said Agreement and the services rendered hereunder and to adjust said sum if incorrect or improper. Contractor agrees to refund to District any sums improperly or incorrectly paid Contractor upon notice of same by District. Payment on a properly submitted invoice will be made in accordance with the District disbursement payment schedule.

The contract will be effective on the

Thursday, May 21, 2015

, and will expire on

unless sooner terminated as provided herein.

Thursday, June 30, 2016

This contract may be terminated by the District without cause at any time and Contractor agrees to conclude services upon notification by District that Agreement has been terminated. 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.

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.

It is the intention of the parties that the Contractor be an independent Contractor and not an employee of the District under this Agreement and in order to protect the District, Contractor agrees, as consideration herein, to indemnify and hold the District, and its employees, officers and agents, harmless from any and all claims, demands, damages, causes of action, and costs of whatever kind of nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of the Contractor its agents, employees, and subcontractors, in the performance of this Agreement, unless such claim, damage injury of losses is the result of the sole negligence of the District.

In entering into this contract, Contractor agrees to abide by all District policies and regulations. Including, but not limited to, the Contractor agrees to provide the District with sign-in sheets, and evaluation of the service, along with copies of the materials and information used in connection with said service by Contractor, except those provided by District. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. In the conduct of this Agreement, Contractor shall be subject to the Texas State Board of Education rules and all regulations pertaining to this Agreement and the subject matter and to the laws of the State of Texas governing this Agreement, as well as to the Board policies of the District.

Certification of Criminal History Record Information - In accordance with state law and as set forth in the Attachment referenced herein, all required criminal history background checks will be performed prior to the performance of this agreement. Failure to properly complete the certifications or completion of the certification in a manner that is later deemed incomplete or inaccurate that results in the District being in jeopardy of violation of Texas Education Code § 22.085(c) Contractor Criminal Background Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees including covered employees, as well as covered employees and general contractors, and to individuals who are independent contractors and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor including covered employees and general contractors, and to individuals who are independent contractors and who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. "Direct Contact with Students" includes verbal or physical interaction with one or more students that is necessary for the performance of contractual services. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060.

On behalf of ("Contractor"), I certify that [check one]:

☒ None of Contractor's employees are covered employees, as defined above.

Or

☐ Some or all of Contractor's employees are covered employees. If this box is selected, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

(2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District, will be good cause for early termination of this agreement at District discretion.

The District, the Texas Education Agency, the Texas Comptroller of Public Accounts or any of their duly authorized representatives shall have access to any books, to any books, documents, or records of the Contractor which are directly related to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Additionally, the Contractor shall maintain all required records for five (5) years after the District has made final payments and all other pending matters are closed.

Contractor may not subcontract or assign this contract or any of its rights hereunder to another person or entity.

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 5622 Ray Ellison Blvd, San Antonio, Texas 78242. If to Contractor, notice will be sent to the signatory and at the address set forth herein.

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.

In accordance with district policy, there shall be no interruption of instruction during the school day. This contract is not valid unless approved by the SSAISD Board of Trustees and/or the Superintendent.

This Agreement shall be governed in all respects by the laws of the State of Texas as they apply to agreements entered into and without regard to conflict of law provisions. Contract venue will be located and resolved by a court in the State of Texas, City of San Antonio and submit to the personal jurisdiction of the courts located within Bexar County, Texas for the purpose of litigating all such claims or disputes.

Contractor Name, Title and Date:

Lisa Rogers, Director June 9, 2015

District: South San Antonio Independent School District

By: Director/Coordinator/Principal and Date:

Julia Kilian 8/25/15

District: South San Antonio Independent School District

By: Executive Director / Director and Date:

L. De La 9-14-15

District: South San Antonio Independent School District

By: Chief Financial Officer or Chief Academic Officer

[Signature]

District: South San Antonio Independent School District

By: Superintendent and Date

[Signature] 9-9-2015