



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 Beyond Speech & Sound contract to improve student learning and meet the Individualized Education Plan (IEP) needs of our Special Education students.

Description:

Approve the request to increase the contract for Beyond Speech and Sound for an additional \$8,000. This request for additional funds is due to the increase in requests for speech evaluations and students who qualified for speech services.

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 \$8,000.00

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
5-18-2016



Consultant / Contractor Contract

Contract Number: RFQ15-07-011 REV01

This contract is entered into by and between

Name and address

**Beyond Speech and Sound
10114 Ironside Drive
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 Bilingual English/Spanish Speech Language Pathologists & Assistants and 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 \$

\$66.00 - Pathologists

\$55.00 - Assistants

Indicate fee structure:

Per Hour

The total fee is not to exceed:

\$46,500 - Fund 199

\$46,500 - Fund 224

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

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 Edison 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

Michelle Falkerman, Speech Pathologist/owner 8.20.15

District: South San Antonio Independent School District

By: Director/Coordinator/Principal and Date

John Diller 8/20/15

District: South San Antonio Independent School District

By: Executive Director / Director and Date

Debra 9-15-15

District: South San Antonio Independent School District

By: Chief Financial Officer or Chief Academic Officer

Carol Kelp

District: South San Antonio Independent School District

By: Superintendent and Date

Debra 9-1-2015