





# Eagle Pass Independent School District Career and Technical Education

**DATE:** June 21, 2018

**TO:** Gilberto Gonzalez, Superintendent

**FROM:** Ana Laura Castellón, Career & Technical Education Director *all*

**RE:** Consultant Contract between EPISD and City of Eagle Pass Fire Department  
(Emergency Medical Responder)

Attached is a Consultant Contract between Eagle Pass ISD and City of Eagle Pass Fire Department. This contract will allow EPHS and CCWHS students enrolled under the Health Science program to train and test for the Emergency Medical Responder Certification. With this certification students main obtain employment with any fire department, hospital or private emergency ambulance entity.

The cost will be \$5,060 for 12 students per semester, total of 24 students for the 2018 – 2019 school year at a total cost of \$10,120.

I respectfully request that this item be presented to the EPISD Board of Trustees at the next regular scheduled meeting for approval.

Please call me if you need additional information.

Attachments: 2 originals (contract and proposal)

Approval: *Samuel Mijares*  
Samuel Mijares, Deputy Superintendent for Curriculum & Instruction

Approval: \_\_\_\_\_  
Gilberto Gonzalez, Superintendent of Schools

# 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 City of Eagle Pass--100 S. Monroe St.--Eagle Pass, TX

(Name and Address)

hereinafter referred to as "Contractor" and the Eagle Pass Independent School District, a Texas political subdivision, hereinafter referred to as "District" on this the 10th day of July, 2018

1. 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 Contractor, and Contractor agrees to perform and/or provide the following services:  
Emergency Medical Responder course for the EPISD Health Science students from CC Winn and EPHS at FCRTC
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 \$ 10,120.00 **per hour/per day/flat fee** [circle one]. The total fee is not to exceed \$ 10,120.00. 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. 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.*
4. The contract will be effective on the 27th day of August, 2018, and will expire on the 7th day of June, 2019, unless sooner terminated as provided herein.
5. 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.
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.



# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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7. 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.
8. 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.
9. **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) will be good cause for early termination of this agreement at District discretion.
10. The District, the Texas Education Agency, the Comptroller General or any of their duly authorized representatives shall have access 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.
11. Contractor may not subcontract or assign this contract or any of its rights hereunder to another person or entity.
12. 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.
13. 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:     Proposal

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**Proposal to Conduct an EMR Course  
For  
Eagle Pass ISD**

Submitted by: Luis Gonzalez, EMT-P, Course Coordinator

Date: June 01, 2018

Proposed Course Dates: August 2018 to December 31, 2018

The following personnel are certified instructors that will be used during the course.

Luis Gonzalez, Paramedic	EMS Coordinator/ Instructor
Chad Kufman, EMT-B	EMS Lead Instructor/Examiner
Manual Roman, EMT-I	Fire and EMS Instructor/Proctor
Michael Morales, EMT-P	Fire and EMS Instructor/Proctor
Jose C Garza, EMT-P	Fire and EMS Instructor/Proctor

Skills testing and verification hours (practical):	30	@	\$30.00	Per Hour	\$900.00
Instructor hours (lecture):	60	@	\$30.00	Per Hour	\$1,800.00
Hoapital Lab Hours	16	@	\$30.00	Per Hour	\$480.00
CPR Certification	12	@	\$65.00	each	\$780.00
Coordinator Fees:					\$600.00
Medical Director Fees:					\$500.00
Total Cost:					<b>\$5,060.00</b>

**\*\*\*\*Maximum of 12 Students per Semester.**

**\*\*\*\*\*Hours available for Instruction 08:30am-10:00 am**

**Additional expenses will include**

Consumables Supplies \$500.00  
Text Books and Navigate Web Access \$135.00 per set  
**NREMT Test Prep, Study Guide \$45.00 per student**

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**Proposal to Conduct an EMR Course  
For  
Eagle Pass ISD**

Submitted by: Luis Gonzalez, EMT-P, Course Coordinator

Date: June 01, 2018

Proposed Course Dates: January 2019 to May 31, 2019

The following personnel are certified instructors that will be used during the course.

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# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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- 14. 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 EPISD Board of Trustees and/or the Superintendent.
- 15. This contract will be governed by the laws of the State of Texas and is performable in Maverick County, Texas.

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

CONTRACTOR:

City of Eagle Pass

BY: \_\_\_\_\_

TITLE: City Manager

DISTRICT:

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT**

BY: *Joe James Cristobal* 6/21/18  
DIRECTOR/COORDINATOR/PRINCIPAL DATE

*[Signature]* 6/25/18  
ASST. SUPERINTENDENT/EXECUTIVE DIRECTOR DATE

\_\_\_\_\_  
SUPERINTENDENT DATE

APPROVED BY  
EPISD BOARD OF TRUSTEES

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2 \_\_\_\_\_

PLEASE ENCLOSE COPY OF BOARD AGENDA ITEM



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CONTRACTOR:

City of Eagle Pass

BY: \_\_\_\_\_

TITLE: City Manager

DISTRICT:

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT**

BY: *Qua Dama Castielor* 6/21/18  
DIRECTOR/COORDINATOR/PRINCIPAL DATE

*[Signature]* 6/25/18  
ASST. SUPERINTENDENT/EXECUTIVE DIRECTOR DATE

\_\_\_\_\_  
SUPERINTENDENT DATE

APPROVED BY  
EPISD BOARD OF TRUSTEES

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2 \_\_\_\_\_

PLEASE ENCLOSE COPY OF BOARD AGENDA ITEM