

BOARD OF TRUSTEES AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
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(A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) **Action Item**
 SAMUEL MIJARES, DEPUTY SUPT. FOR CURRICULUM & INSTRUCTION
Presenter(s): ELIZABETH TORRES SPECIAL EDUCATION DIRECTOR

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO AMEND
 CONSULTANT CONTRACT FOR SPECIAL EDUCATION SERVICES 2015-2016 SCHOOL YEAR.

(C) **Funding source: Identify the source of funds if any are required.**

168-STATE FUND
 224-IDEA-FORMULA

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

IMPLEMENTATION OF REQUIRED SERVICES FOR STUDENTS RECEIVING SPECIAL
 EDUCATION.



Eagle Pass Independent School District
Special Education Department

587 Madison St.
Eagle Pass, Texas 78852

Tel #:(830)758-7023 / Fax #:(830)757-1800 Main Office

TO: Gilberto Gonzalez, Superintendent of Schools
FROM: Elizabeth Torres^{et}, Special Education Director
DATE: April 28, 2016
SUBJECT: AMENDED CONSULTANT CONTRACT

I am submitting the following amended consultant contract for Board approval:

Michelle Gonzalez
Physical Therapist
1747 Rio Drive
Eagle Pass, Texas 78852

A contract was approved in July 2015 for this provider in the amount of \$65,000. In analyzing expenses, we conclude that we need an additional \$6,000 to fulfill our obligation to our students.

Thank you. Please let me know if additional information is needed.

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 Michelle Gonzalez
1747 Rio Dr., Eagle Pass, TX 78852
(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 May, 2016.

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:

Amended contract for Physical Therapy services for eligible students of the EPISD Special Ed. Program in accordance with their individual educational plans. Additional \$6,000 to the already approved \$65,000 will be needed to cover expenses for year 2015-2016.

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 \$ 85.00 **per** hour **per day/flat fee** [circle one]. The total fee is not to exceed \$ 6,000. 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 1st day of July, 2015, and will expire on the 30th day of June, 2016, 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.

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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: None

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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 Michelle Gonzalez

ADDRESS 1747 Rio Drive
Eagle Pass, TX 78852

PHONE AND FAX (830)773-3312 / (830)968-0366

CONTRACTOR (SIGNATURE) _____

CONTRACTOR (PRINT NAME) Michelle Gonzalez

POSITION WITH COMPANY Physical Therapist

SIGNATURE OF COMPANY
OFFICIAL AUTHORIZING
THIS CONTRACT _____

COMPANY OFFICIAL
(PRINT NAME) Michelle Gonzalez

OFFICIAL POSITION Physical Therapist

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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 of 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: Michelle Gonzalez
(PRINT OR TYPE)

AUTHORIZED COMPANY OFFICIAL'S NAME: Michelle Gonzalez
(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

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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 Michelle Gonzalez

ADDRESS 1747 Rio Dr.
Eagle Pass, Tx 78852

TELEPHONE NUMBER (830)773-3312 / (830)968-0366

FAX NUMBER _____

COMPANY OFFICIAL
(SIGNATURE) _____

COMPANY OFFICIAL
(PRINT NAME) Michelle Gonzalez

POSITION WITH COMPANY Physical Therapist

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

FOR VENDOR OR OTHER PERSON DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

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 7th 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.

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

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 7th 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.

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.

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 CIQ 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 ten 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.

7.

SIGNATURE OF PERSON DOING BUSINESS WITH THE GOVERNMENTAL ENTITY

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: Michelle Gonzalez

Type of service to be performed on school campus: Physical therapy services for eligible special education students.

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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

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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FOR DEPARTMENT OF PURCHASING USE ONLY

CONSULTANT CONTRACT CHECKLIST

- | | |
|--|----------------|
| 1. CONSULTANT CONTRACT | ___ YES ___ NO |
| 2. ATTACHMENTS TO CONSULTANT CONTRACTS (RÉSUME; TAX FORMS; ETC.) | ___ YES ___ NO |
| 3. NON-COLLUSION STATEMENT | ___ YES ___ NO |
| 4. FELONY CONVICTION NOTICE | ___ YES ___ NO |
| 5. DEBARMENT AND SUSPENSION CERTIFICATE CERTIFYING STATEMENT | ___ YES ___ NO |
| 6. CONFLICT OF INTEREST QUESTIONNAIRE | ___ YES ___ NO |
| 7. CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION | ___ YES ___ NO |
| 8. CONSULTANT CONTRACT DISCLOSURE FORM | ___ YES ___ NO |
| 9. APPROVAL BY EPISD BOARD OF TRUSTEES | ___ YES ___ NO |
| 10. PURCHASE ORDER(S) NO. | _____ |

RECEIVED BY:

_____ PURCHASING DIRECTOR

_____ DATE

EAGLE PASS INDEPENDENT SCHOOL DISTRICT CONSULTANT CONTRACT DISCLOSURE FORM

(TO BE COMPLETED BY REQUESTOR)

1. Name and Title of Requestor

Elizabeth Torres, Special Education Director

2. Name of Campus/Department

Austin Center / Special Education Department

3. Name of Company, Firm, or Vendor being Contracted (Contact Name, Address, City, State, Phone Number)

Michelle Gonzalez, 1747 Rio Drive, Eagle Pass, TX 78852, (830)773-3312 / (830)968-0366

4. Total Requested Contract Amount

\$ 6,000

5. What is the funding source for this contract (Federal, State, and/or Local Budgeted Funds).

168 / 224 _ 11 _ 6217 / 6219 _ 00 _ 825 _ 623

6. Have there been any additional contract(s) with this company, firm, or vendor during this fiscal year? If yes, please list?

Yes. Michelle Gonzalez, Physical Therapist

7. Will there be any additional contract(s) with this company, firm, or vendor during this fiscal year? If yes, please list?

None

8. What other Company, Firm, or Vendor was/were considered to provide these contracted services?

None

9. What specific criteria were used for selecting the recommended contractor? Please list?

1. Credentials; 2. Quality of services; 3. Dependability; 4. Meets EPISD needs

10. Does this contracted service support the District Improvement Plan? If yes, please explain and attach pertinent section of DIP Plan.

Yes, contract ensures implementation of procedures to identify students who are eligible for special education services.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT CONSULTANT CONTRACT DISCLOSURE FORM

11. Does this contracted service support your Campus Improvement Plan? If yes, please explain and attach pertinent section of CIP Plan.

Yes, this contracted service ensures the implementation of procedures to identify students who are eligible for

special education services.

12. Please summarize the purpose of this contracted service and what specific program(s) will benefit from this contracted service?

The purpose of this contracted service is to provide physical therapy services for students with disabilities.

13. Does this Company, Firm, or Vendor meet the requirements under Senate Bill 9 having obtained state and national criminal history background searches on their employees?

Yes

APPROVAL

SIGNATURE OF REQUESTOR

DATE

Elizabeth Torres

NAME OF REQUESTOR

SIGNATURE OF DIRECTOR/COORDINATOR

DATE

Elizabeth Torres, Special Education Director

NAME AND TITLE OF DIRECTOR AND COORDINATOR

SIGNATURE OF ASST. SUPT./EXEC. DIRECTOR

DATE

Samuel Mijares, Deputy Superintendent for C & I

NAME AND TITLE OF ASST. SUPT./EXEC. DIRECTOR

FOR DEPARTMENT OF PURCHASING USE ONLY

EAGLE PASS I.S.D. - NOTICE OF GRANT AWARD RECEIPT AFFIDAVIT
(FOR CONTRACTS USING FEDERAL FUNDING)

Vendor hereby acknowledges and accepts that any contracts or agreements using federal funds entered into by vendor and the Eagle Pass Independent School District (EPISD) shall be contingent on, and be executed after, receipt of Notice of Grant Award (NOGA). The contracting period for this contract or agreement shall be aligned to the grant period of availability as stated on the NOGA received by EPISD. Services shall be completed during the effective dates of the contract and invoiced to EPISD after the services are performed by vendor and verified by EPISD. If the NOGA is not received by EPISD to fund the contract or agreement, the contract or agreement between the vendor and EPISD shall become null and void.

Michelle Gonzalez

Company Name

Michelle Gonzalez

Printed name of authorized company representative

Physical Therapist

Title of authorized company representative

Signature and date of authorized company representative

**SPECIAL EDUCATION PROGRAM CONSULTANT CONTRACTS FOR 2015-2016 SCHOOL YEAR
FOR REQUIRED SERVICES/IMPLEMENTATION OF INDIVIDUAL EDUCATION PLANS FOR
STUDENTS WITH DISABILITIES - AMENDMENT**

#	CONSULTANT	# DAYS	DESCRIPTION	FUND	TOTAL AMOUNT
1	Michelle Gonzalez	22	Physical Therapy Services for Students with Disabilities	168/224	\$6,000

Approved by
 EPISD Board of Trustees
 _____ day of _____ 20____

 Superintendent