

**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

Presenter(s): **David Camarillo, Executive Director for Instruction**
Ana Laura Castellón, Career & Technical Education Director

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE CONSULTANT CONTRACT BETWEEN EAGLE PASS ISD AND ERNIE LEIJA/LEIJA'S PRIVATE SECURITY TRAINING SCHOOL WHICH WILL PROVIDE THE EPHS AND CCWHS STUDENTS ENROLLED IN THE FEDERAL LAW ENFORCEMENT & PROTECTIVE SERVICES CLASSES THE OPPORTUNITY TO OBTAIN A LEVEL 2 CERTIFICATION FOR NON-COMMISSION/UNARMED SECURITY OFFICER.

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

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



Eagle Pass Independent School District Career and Technical Education

DATE: August 8, 2022
TO: Samuel Mijares, Superintendent of Schools
FROM: Ana Laura Castellón, Career & Technical Education Director 
RE: Contract – Ernie Leija / Leija's Private Security Training School

I am submitting the attached Consultant Contract between Eagle Pass ISD and Mr. Ernie Leija, owner of Leija's Private Security Training School for your approval.

Students enrolled in the Federal Law Enforcement & Protective Services classes at both EPHS and CCWHS will have the opportunity to train and test to obtain a Level 2 (Non-Commission/Unarmed Security Officer) certification. This certification is on the TEA approved list of Industry Based certifications.

I respectfully request your approval on this contract.

Please call me should you need additional information.

Approval: 
David Camarillo, Executive Director for Instructional Services

Approval: _____
Samuel Mijares, 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 Leija's Private Security Training School
153 County Rd. 253 - 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 15th day of August, 2022.

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:

Private Security Training School will provide training to facilitate the certification of Level 2
(non-commission/unarmed security officer) as per TEA approved list of Industry Based certifications

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 \$ 10,075.00 **per hour/per day/flat fee** [circle one]. The total fee is not to exceed \$ 10,075.00. 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 26th day of September, 2022, and will expire on the 25th day of May, 2023, 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: 2022-2023 Proposal

Leija's Private Security Training School

Private Security Training / License to Carry Training

PSB F17304101 / LTC Instructor 06996897

153 County Road 253 Eagle Pass, Tx 78852

(830)352-5513



Objective: The Objective of Leija's Private Security Training School is that at the conclusion of this course the student(s) will be certified in the State of Texas and will have the knowledge needed to overcome the duties of a security officer in the field.

Product: Level 2 (Non-Commission/Unarmed Security Officer) \$65 per student.

Course is required by the Texas Department of Public Safety Regulatory Service Division for anyone who wishes to work in the private security industry in Texas. Upon course completion with written test (50 questions), student will be given a certificate to register with TXDPS-RSD Private Security Bureau to work in Texas.

Outline Course:

- | | | |
|----------------------------|----------------------|----------------------------|
| *Ethics | *Report Writing | *Observation and Reporting |
| *Prevention and Deterrence | *Conflict Resolution | *Offenses and Arrest |
| *Types of offense | *Texas Penal Code | *Emergency Response |
| *Radio Procedures | *Texas Penal Code | *Occupation Code |

Texas Administrative Code

Rule 35.141

Pursuant to TAC 35.141 the Level II Training Course and test is required of all* non-commissioned security officers, commissioned security officers and personal protection officers. This training course must be administered by a licensed Level III or Level IV Training School and taught by a licensed Level III or Level IV Instructor. Additionally, this training may be administered by a licensed guard company and taught by the company representative or the company representative's designee.

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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:

Leija's Private Security Training School

By: Ernie Leija

TITLE: Owner

DISTRICT:

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

BY: *Ana Dana Castorena* 8/8/22
DIRECTOR/COORDINATOR/PRINCIPAL DATE

[Signature] 8/16/22
ASST. SUPERINTENDENT/EXECUTIVE DIRECTOR DATE

[Signature] 9/6/22
SUPERINTENDENT DATE

APPROVED BY	
EPISD BOARD OF TRUSTEES	
_____ DAY OF _____,	2 _____
PLEASE ENCLOSE COPY OF BOARD AGENDA ITEM	