

**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

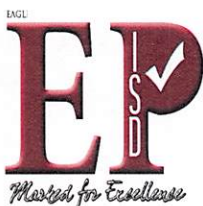
Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE CONSULTANT CONTRACT BETWEEN EAGLE PASS ISD AND MARLEN RAMIREZ/BETTER FUTURES FOREVER WHICH WILL PROVIDE THE EPHS AND CCWHS STUDENTS ENROLLED IN THE CHILD DEVELOPMENT CLASSES THE OPPORTUNITY TO OBTAIN A COMMUNITY HEALTH WORKER CERTIFICATION

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

244 – Carl Perkins Grant

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




Eagle Pass Independent School District Career and Technical Education

MEMORANDUM

DATE: August 11, 2023

TO: Samuel Mijares, Superintendent

FROM: Ana Laura Castellón, CTE Director 

RE: Consultant Contract between EPISD and Marlen Ramirez/Better Futures Forever

Attached is a Consultant Contract for the 2023 - 2024 school year between Eagle Pass ISD and Marlen Ramirez of Better Futures Forever. This is to provide students enrolled in the Child Development classes training for an opportunity to obtain a Community Health Worker certification.

With a certification, they can obtain employment with different medical entities; hospitals, nursing homes, clinics, and doctor's offices.

I respectfully request your consideration and approval of this contract.

Please call me should you have any questions.

Enc: 1 Original

Approved: _____


David Camarillo, Executive Director for Instruction

Approved: _____

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 Better Futures Forever, 410 S. Bibb Ave #2700, 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 8th day of August, 2023.

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:
Better Futures Forever will provide training to facilitate the certification of Community Health Worker
under the Texas Dept. of State Health Services Promotor (a) or Community Health Worker Training
and Certification Program
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 \$ 8,400.00 **per hour/per day/flat fee** [circle one]. The total fee is not to exceed \$ 8,400.00. 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 19th day of September, 2023, and will expire on the 17th day of May, 2024, 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: 2023 - 2024 School Year Proposal

Session 4	January 25	1st – 3rd Period	In Person / Online
Session 5	February 1	1st – 3rd Period	In Person / Online
Session 6	February 1	1st – 3rd Period	In Person / Online
Session 7	February 8	1st – 3rd Period	In Person / Online
Session 8	February 8	1st – 3rd Period	In Person / Online
Session 9	February 14	1st – 3rd Period	In Person / Online
Session 10	February 14	1st – 3rd Period	In Person / Online
Session 11	February 22	1st – 3rd Period	In Person / Online
Session 12	February 22	1st – 3rd Period	In Person / Online
Session 13	February 29	1st – 3rd Period	In Person / Online
Session 14	February 29	1st – 3rd Period	In Person / Online
Session 15	March 7	1st – 3rd Period	In Person / Online
Session 16	March 7	1st – 3rd Period	In Person / Online
Graduation / Community Event	TBD	TBD	In Person

PRICING

The following table details the pricing for delivery of the services outlined in this proposal.

Services Cost Category #1	Price
Training (\$ 75.00/ student)	\$8,250.00
Supplies	\$150.00
Total	\$8,400.00

QUALIFICATIONS

i Better Futures Forever is a certified training center under Texas Department of State and Health Services

- Better Futures Forever – License Number 76
- Instructor – Marlen Ramirez – License Number 653

CONCLUSION

Better Futures Forever's goal is to help train Texas residents that work with vulnerable populations to become Community Health Workers and be the link between health care and the community that they service. We thank your organization for all the work that you all do and hope that we can support your efforts in helping certify your staff as Certified Community Health Workers.

If you have questions on this proposal, feel free to contact Marlen Ramirez at your convenience by email at marlen.ramirez.bff@gmail.com or by phone at (830) 325 -9719. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Marlen Ramirez

BETTER FUTURES FOREVER

Community Health Worker Program

OVERVIEW

i Train students from Eagle Pass Independent School District to become Community Health Workers.

District will identify students to complete the community health certification program.

The Objective

i Students will learn the 8 core competencies required for certification via a hybrid model over the course of 16 weeks.

- Competency 1 – Communication Skills
- Competency 2 – Interpersonal Skills
- Competency 3 – Service Coordination Skills
- Competency 4 - Capacity-Building Skills
- Competency 5 – Advocacy Skills
- Competency 6 – Teaching Skills
- Competency 7 – Organizational Skills
- Competency 8 - Knowledge Base on Specific Health Issues

OUR PROPOSAL

i Better Futures Forever proposes to train students to become certified community health workers in the state of Texas.

Better Futures Forever's goal is to help train Texas residents that work with vulnerable populations to become Community Health Workers and be the link between health care and the community that they service.

Technical Assistance

i Tutoring available

If necessary, students in training program will have access to the instructor to ensure that they are successful in completing assignments assigned during the course. Instructor will also be available if an employee is unable to attend a session. Instructor will offer an opportunity to make up missing session and will have tutoring days available as needed.

Timeline for Execution

 Training program will be taking place February 2023 – May 2023

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

Description	Date	Time	In person / Online
Session 1	September 28	1 st – 3 rd Period	In Person / Online
Session 2	September 28	1st – 3rd Period	In Person/ Online
Session 3	October 5	1st – 3rd Period	In Person / Online
Session 4	October 5	1st – 3rd Period	In Person / Online
Session 5	October 12	1st – 3rd Period	In Person / Online
Session 6	October 12	1st – 3rd Period	In Person / Online
Session 7	October 19	1st – 3rd Period	In Person / Online
Session 8	October 19	1st – 3rd Period	In Person / Online
Session 9	October 26	1st – 3rd Period	In Person / Online
Session 10	October 26	1st – 3rd Period	In Person / Online
Session 11	November 2	1st – 3rd Period	In Person / Online
Session 12	November 2	1st – 3rd Period	In Person / Online
Session 13	November 9	1st – 3rd Period	In Person / Online
Session 14	November 9	1st – 3rd Period	In Person / Online
Session 15	November 16	1st – 3rd Period	In Person / Online
Session 16	November 16	1st – 3rd Period	In Person / Online
Graduation / Community Event	TBD	TBD	In Person

Description	Date	Time	In person / Online
Session 1	January 18	1 st – 3 rd Period	In Person / Online
Session 2	January 18	1st – 3rd Period	In Person/ Online
Session 3	January 25	1st – 3rd Period	In Person / Online

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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:

Better Futures Forever


BY: Marlen Ramirez

TITLE: Owner

DISTRICT:

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

BY:  8/11/23
DIRECTOR/COORDINATOR/PRINCIPAL DATE

 8/14/23
ASST. SUPERINTENDENT/EXECUTIVE DIRECTOR DATE

SUPERINTENDENT

DATE

APPROVED BY
EPISD BOARD OF TRUSTEES

____ DAY OF _____, 2 _____

PLEASE ENCLOSE COPY OF BOARD AGENDA ITEM