### Agreement **between Ector County ISD** and The University of Texas Permian Basin

This Agreement, by and between Ector County ISD (hereinafter referred to as "SPONSOR"), whose principal place of business is 802 N. Sam Houston, Odessa, Texas 79761, and The University of Texas Permian Basin (hereinafter referred to as "UT PERMIAN BASIN"), a Texas state institution of higher education whose principal place of business is 4901 E. University Blvd, Odessa, TX 79762-8122, is for the following purpose:

Whereas, SPONSOR is the recipient of the following award (hereinafter referenced to as the "Prime Award" and attached hereto as Exhibit A):

Prime Award Number:

246945677110001

Prime Award Sponsor:

Texas Education Agency

Project Title:

2024-2025 Principal Residency Grant, Cycle 7

Project CFDA Number: Project FAIN Number:

84.367A S367A230041

SPONSOR Principal Investigator:

Scott Rudes

UT PERMIAN BASIN Principal Investigator:

Ethel Arzu

and whereas, said Prime Award involves an approved collaborative effort between SPONSOR and UT PERMIAN BASIN, and UT PERMIAN BASIN has agreed to use its personnel, facilities, and reasonable efforts in the performance of the work; therefore, the parties mutually agree as follows:

### ARTICLE 1. SCOPE OF WORK

UT PERMIAN BASIN shall supply all the necessary personnel, equipment, and materials (except as otherwise may be provided herein) to accomplish the tasks set forth in the attached Scope of Work, marked Exhibit B, which by this reference is incorporated herein.

### ARTICLE 2. PERIOD OF PERFORMANCE

The term of this Agreement shall commence October 1, 2024 and terminate August 31, 2025, unless otherwise extended by mutual written agreement of the parties.

### ARTICLE 3. LIMITATION ON COSTS

The total cost of performing the tasks under Article 1 of this Agreement will not exceed \$11,227.00. SPONSOR shall not, in the absence of a modification hereto, be obligated to reimburse UT PERMIAN BASIN for costs that are in excess of the total amount specified in this Article.

The budget for which UT PERMIAN BASIN has based this support is detailed in Exhibit C.

### ARTICLE 4. SPONSOR PRINCIPAL INVESTIGATOR

Scott Rudes, as the SPONSOR Principal Investigator of the project and representative of SPONSOR, shall have the overall responsibility of the technical, scientific, and programmatic

aspects of the project funded by the Project Sponsor. Any changes to the Scope of Work shall require an amendment, signed by both parties, to this Agreement.

### ARTICLE 5. UT PERMIAN BASIN PRINCIPAL INVESTIGATOR

The Principal Investigator representing UT PERMIAN BASIN for the purpose of technical direction in accordance with Article 1 shall be Ethel Arzu. A change in the designated UT PERMIAN BASIN Principal Investigator shall require the prior written approval of SPONSOR and the UT PERMIAN BASIN Principal Investigator.

### ARTICLE 6. USE OF FUNDS

UT PERMIAN BASIN is responsible for ensuring that costs charged to this Agreement (1) benefit the Scope of Work being funded, (2) are consistent with the Project Sponsor's terms and conditions of the Prime Award, and (3) are allowable, allocable, and reasonable under federal cost principles.

### ARTICLE 7. PRIOR APPROVALS

Written requests made by either Party for cost or other administrative prior approvals, required by the provisions set forth by this Agreement, shall be signed by both Parties' Authorized Representative and shall be submitted to UT PERMIAN BASIN's Authorized Representative, who will initiate the appropriate action required.

### ARTICLE 8. TERMS OF PAYMENT

No later than 60 days after the Agreement is fully executed, UT PERMIAN BASIN shall submit an invoice for the full award amount to the SPONSOR's Financial contact at the following email addresses:

Deborah Ottmers
Chief Financial Officer
Deborah.ottmers@ectorcountyisd.org

Invoice shall be paid no later than 60 days of receipt of invoice.

### **ARTICLE 9. REPORTING REQUIREMENTS**

An annual progress report shall be submitted to Sponsor's Principal Investigator not later than sixty (60) days beyond the termination date of this Agreement.

### ARTICLE 10. CONDITIONS OF AWARD

SPONSOR and UT Permian Basin agrees to comply with the provisions set forth by the 2024-2025 Principal Residency Grant Cycle 7, incorporated herein as Exhibit A.

### **ARTICLE 11. AUDIT**

UT Permian Basin agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement for three (3) years from the Project end date.

### ARTICLE 12. EQUIPMENT ACCOUNTABILITY

Inventory accountability and disposition of equipment will be in accordance with the 2024-2025 Principal Residency Grant Cycle 7. Upon termination of the project, SPONSOR's need for any equipment acquired under this Agreement shall be taken into account when determining disposition of title.

### ARTICLE 13. INTELLECTUAL PROPERTY AND PUBLICATIONS

The results and data developed by this collaborative effort, if jointly developed, will be jointly owned by the parties, and if developed solely by one party, will be owned solely by that party. Each party grants to the other party a non-exclusive, royalty-free license to use the results and data developed solely by each other, provided that each party uses such results and data only for its own internal research and educational purposes. The parties agree to negotiate in good faith in the event that either requests a license for commercial purposes.

There will be no restrictions on the joint publications of part or all of the data and/or discoveries made.

### **ARTICLE 14. PUBLICITY**

No publicity matter having or containing reference to the other party to this Agreement or in which the name of the other party is mentioned shall be made use of until written approval has first been obtained by the party making use of the other party's name.

SPONSOR (ECISD) and UT PERMIAN BASIN acknowledge that both parties must comply with the Texas Open Records Act.

### ARTICLE 15. DEBARMENT/EXCLUSION

UT PERMIAN BASIN certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

### **ARTICLE 16. TERMINATION**

In the event of termination of the 2024-2025 Principal Residency Grant Cycle 7, this Agreement shall be automatically terminated as of the termination date of the 2024-2025 Principal Residency Grant Cycle 7. Additionally, either party shall have the right to terminate this Agreement by giving thirty (30) days' written notice of intent to terminate to the other party's Authorized Representative. In the event of early termination of this Agreement, whether due to termination of the Prime Award or termination by either party per the terms of this Article, UT PERMIAN BASIN shall return all unexpended funds to SPONSOR less any noncancelable obligations properly incurred up to the date of notice of termination within 60 days of effective date of termination.

### ARTICLE 17. REPRESENTATION

Representatives of the parties for this Agreement are as follows:

### A. For UT PERMIAN BASIN

### I. Principal Investigator

Êthel Arzu

Department of Counseling, Bilingual Education, and Educational Leadership

The University of Texas Permian Basin

College of Education, Office # 3222

Odessa, TX 79762

Telephone: (432) 552-2130 Email: arzu e@utpb.edu

### II. Financial Contact

**Grants Accounting** 

The University of Texas Permian Basin

4910 E. University Odessa, TX 79762

Email: grantsacctng@utpb.edu

### III. Authorized Representative

Rajalingam Dakshinamurthy

Provost/Senior Vice President of Academic Affairs

The University of Texas Permian Basin

4910 E. University Odessa, TX 79762

Telephone: (432) 552-2704

Email: dakshinamurthy r@utpb.edu

### B. For SUBRECIPIENT

### I. Subrecipient Investigator

Scott Rudes

Executive Director of Talent Development

802 Sam Houston, Odessa, TX. 79763

432-456-0097

Email: scott.rudes@ectorcountyisd.org

### II. Financial Contact

Jerry Mahana

Director of Purchasing

802 Sam Houston, Odessa, TX. 79763

432-456-9711

Email: jerry.mahana@ectorcountyisd.org

### III. Authorized Representative

Thelma Cordova

Administrative Assistant

802 Sam Houston, Odessa, TX. 79763

432-456-0097

Email: thelma.cordova@ectorcountyisd.org

### ARTICLE 18-DISPUTE RESOLUTION

UT PERMIAN BASIN will use the Texas Government Code, Chapter 2260's dispute resolution process to attempt to resolve any claim for breach of contract arising under this Agreement that is not resolved in the ordinary course of business.

UT PERMIAN BASIN and SPONSOR do not waive sovereign immunity by their execution of or by any conduct of their respective representatives under this agreement, and the dispute resolution process does not affect UT PERMIAN BASIN's or SPONSOR's right to assert all claims and defenses in a lawsuit arising from or related to this Agreement.

### **ARTICLE 19-GOVERNING LAW**

This Agreement will be governed and construed in accordance with the laws of the State of Texas. Venue for any claim arising under this agreement will be the state courts of Ector County, Texas

### ARTICLE 20-AGREEMENT MODIFICATION

An amendment to change the terms of this Agreement will be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of both parties. The contract period may be extended by mutual agreement of parties, which may be communicated by email/letter, and will not require a formal modification of the Agreement.

Accepted for Ector County ISD	Accepted for Texas Permian Basin:
Keeley Boyer	Rajalingam Dakshinamurthy
Interim Superintendent of Schools	Provost/Senior Vice President of Academic Affairs
Date	Date

# Exhibit A Notice of Prime Award

Organization. ECTOR COUNTY ISD

Campus/School: Not Applicable

County-District: 068901

18 ESC Region:

Vendor ID:

1-756001362

2024 School Year.

# Notice of Grant Award

SAS # A599-24

An amount of (\$0.00) has been reserved for the Notice of Grant Award. For more information, please contact the funding contact listed on the TEA Grant Opportunities page

which accompany the application, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the sub grantee named above. If funding is not received, TEA assumes Application and any amendment thereto identified above, Received Date/ Document Control Number/ Application ID(701-23-127-001) as revised or negotiated by the Texas Education Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines Agency (TEA), is hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Approvatily of the Commissioner of Education or Designes no liability for costs incurred by the grant recipient.

Offer Accepted by Granton

Texas Education Agency

The signature of the applicant's authorized officer contained on the applicant's epplication is hereby incorporated by reference and made a part of this grant/award. or amended application referred to above.

1. 1. M. -.

02/16/2024

Texas Education Agency

Subar	Subrecipient Name:  ECTOR COUNTY ISD  802 N. SAM HOUSTON  ODESSA TX 79761-0000  ODESSA TX 79761-0000  Subrecipient information  Grant Name:  County District (CDN):  Subaward period of performance start and end date:  See NOGA certificate  Amount of federal funds awarded:  See NOGA certificate  Total amount of federal funds awarded:  See NOGA certificate  Indirect cost rate:  See NOGA certificate  Indirect cost rate:  See NOGA certificate  Indirect cost rate:  See NOGA certificate  Not Applicable  Research and davelopment grant:  Subrecipient Terms and Conditions  (1) New EDGAR including 2 C.F.R. Part 200 applies.  (2) Grant program requirements  (3) Additional requirements  (4) Incorporated by reference in Program-Specific Provisions and Assurances  (5) Incorporated by reference in Program-Specific Provisions and Assurances  (6) Incorporated by reference in Program-Specific Provisions and Assurances  (7) Additional requirements  (8) Incorporated by reference in the To The Administrator Addressed correspondence sent to grantee as applicable	2 S 2024-20 2024-20 See NO See NO See NO See NO See NO See Sand Applied to Ap	2 Subrecipient Unique Entity Identifier: UEI: EE6JKZY1KPX1 Vendor ID: 1-756001362 County District (CDN): 068-901  County District (CDN): 068-901  See NOGA certificate See NOGA c
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	(4) Access to subrecipient records Per 2 CFR §200.332, The subrecipient must permit TEA as the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for TEA to meet the requirements of this section.	as the pass I financial st on.	-through entity and atements as
	(5) Closeout of subaward (a) Incorporated by reference in General and Fiscal Guidelines (b) Incorporated by reference in NOGA transmittal letter	elines	
FEN	Name of Pass-Through Entity	9	Contact Information for TEA Awarding Official
Te	Texas Education Agency		See NOGA certificate
Fed	Federal Award Information		
Fed	Federal awarding agency:	USDE	
Fed	Federal award identification number:	See	See NOGA certificate
SFI	CFDA number:	See	See NOGA certificate
1 <del>7</del> 2	CFDA name:	Supp	Supporting Effective Instruction State Grants (formerly Improving Teacher Quality State Grants)
Fed	Federal award date:	July	July 1, 2023
Tota	Total amount of federal award:	\$ 235	\$ 235,928,923.00

# Exhibit B Scope of Work

8-week time	EPP/Field Supervisor
May-August	Provide district/mentor/resident with Key assignments for the fall semester and PASL task, walk through task with resident and mentor principals  Also, complete the AEL and T-TESS workshops in June.
	Thorough explanation of expectations of residency, guidance of performance gates/assignments and documents/artifacts to collect; walk though of observation protocols; set up cadence of check ins with residents, mentors, districts
	Summer Institute - AEL and TOT - This can be complimented by some kind of orientation meeting with all the role players where we bring in this tool as a support to our discussion
	Courses in the Principalship and Administration of Special Programs focus on a variety of tasks including but not limited to an orientation to the broader work of the principal as a campus-level leader and to the campus leader's responsibilities in the areas of special programs including but not limited to Bilingual/ESL, SPED, 504, Migrant Students, Early Childhood, and Counseling programming. Fellows will also develop a Table of Specifications as a way to explore thoughtful instructional alignment and complete an Equity Audit as key assessments.
	Key assessments
Summer B - July 3 through Aug 17 EDLD 6368 and 6363	Complete AEL & T-TESS assessments  Equity audit  Case studies  Curriculum alignment & accountability  Diagnosis of school's stages of development
	Principal fellow's tasks  Complete coursework  Engage in mini-internship  Participate in monthly meetings  Explore the interconnectedness of AEL framework  Identify tangible tools that support the application of AEL framework  and plan ways to implement it  Move from a procedural to a conceptual understanding of the domains dimensions, descriptors, and performance levels of T-TESS Rubric  Collect quality evidence, apply the evidence to the rubric to accurately score dimensions and calibrate

	Begins with dialogue about expectations for experiences, formatting and framework for ongoing coaching throughout the year. Introduction and continued planning with support of guided discussion tool and gradual release tool - plan for first observation cycle and first informal observation.
	One Core EDLD course in this eight week period. The Fellow will develop a structured way of thinking about human capital leadership and human resources management. Practice development of resources and tools that support leadership in those areas. (6369) The Fellow will also take the Certification Exampreparation course EDLD 6191.
	Value and a partie partie.
	Key assessments  • Frame a research problem and develop a proposal for investigating it  (EDUC 6305)
Fall Semester 1st 8 weeks	Staff assignment, induction, & PD planning (EDLD 6369)
	Principal fellow's tasks (during Fall 2024)
EDUC 6305 &	Complete course work
EDLD 6369	Engage in certification exam preparation     Engage in PASL review and preparation
	Create eportfolio
	Completion of 120 documented hours of 241.15 aligned leadership experiences
	Engage in mini-internship
	Participate in monthly meetings
	Engage in two face-to-face observations
	Engage in POP Cycle
	Advocate for three students

	Refinement and revisiting with guided discussion and gradual release tools, formative updates, general mentoring discussions and completion of the first observation cycle - possible completion of first informal observation (following the first formal observation cycle).
	Courses during this term will focus on building a framework with adaptable application of principles of instructional leadership (6370) and community building (6365). Key assessments include (not exhaustive) a focus instructional observation and coaching, instructional leadership applied to various dimensions of the school leaders' role (differentiation and technology), a major improvement planning activity informed by data and, in 6365, engagement with representatives from varied stakeholder groups (interviews) and the construction of a strategic community engagement plan.
Fall Semester 2nd 8 weeks	Key assessments  Instructional observation & coaching  Collaborative team & multiple measures of data project  Strategic community engagement plan
EDLD 6365 & EDLD 6370	Principal fellow's tasks (During Fall 2024)  Complete course work  Engage in certification exam preparation  Engage in PASL review and preparation  Create eportfolio  Completion of 120 documented hours of 241.15 aligned leadership experiences  Engage in mini-internship  Participate in monthly meetings  Engage in two face-to-face observations  Engage in POP Cycle  Advocate for three students

Identification of possible patterns in experiences and growth needs with discussion around relative areas of strength and implications for improvement in practice. First informal observation will have been completed - The second formal observation (of four) will also be completed during this time. In addition to formal observation cycles each eight weeks, the Fellows will generally have coaching discussions each week. Courses during this term will focus on building an informed theoretical framework for school leadership (6367) and engagement in more active leadership during courses that are formally reserved for action research and practical leadership (6392 - Practicum I). Key assessments include (not exhaustive) work to synthesize a theory for leadership informed by experiences in the program, increased release for actual leadership on campus, and development of plan/begin work on a major action research project the Fellow will be encouraged to use for PASL submission. Key assessments Data driven action research Practice certification exam (268) Spring Semester Conduct TEXES score report & analysis 1st 8 weeks Synthesize theory of leadership Self and mentor evaluations EDLD 6367 & EDLD 6392 Principal fellow's tasks (During Spring 2025) Complete course work Completion of 120 documented hours of 241.15 aligned leadership experiences Register for PASL Earn eligibility to test Successfully complete Practicum Engage in mini-internship Participate in monthly meetings Engage in two face-to-face observations **Engage in POP Cycle** Mentor two struggling teachers

	By the end of this eight week period of time, Fellows/Residents will have met near weekly with their Field Supervisor, discussions will be facilitated with the guided discussion tool. There will also have been three formal observation cycles and at least two informal observations as per new 228 requirements. The gradual release tool will also be consistently consulted as a tool to monitor how release into leadership experiences is happening more consistently and at greater levels of depth.
	Courses during this term will focus on development of a framework for understanding School Law, how to find it, and how to apply it (6361) and completion of the Practicum (EDLD 6393) action research project that should be used for PASL submission, increasing release for leadership on the campus, and finaling of all practical leadership preparation activities including passing the certification exams.
	Key assessments  Data driven action research
	Practice certification exam (268)     Conduct TEXES score report & analysis
Saning as market	Synthesize theory of leadership
Spring semester 2nd 8 weeks	Legal case briefs
Zild O Weeks	Self and mentor evaluations
EDLD 6361 &	
EDLD 6393	Principal fellow's tasks (During Spring 2025)
	Complete course work
	Completion of 120 documented hours of 241.15 aligned leadership
	experiences
	Register for PASL     Earn eligibility to test
	Successfully complete Practicum
	Engage in mini-internship
	Participate in monthly meetings
	Engage in two face-to-face observations
	Engage in POP Cycle
	Mentor two struggling teachers

	By the end of this eight week period of time, Fellows/Residents will have met near weekly with their Field Supervisor, discussions will be facilitated with the guided discussion tool. There will also have been four formal observation cycles and at least three informal observations as per new 228 requirements. The gradual release tool will also be consistently consulted as a tool to monitor how release into leadership experiences is happening more consistently and at greater levels of depth.
	PASL Work should be organized into a presentation to be delivered to an audience that includes but may not be limited to principals, district supervisors, field supervisors, and peer-fellows - *Estimated for Early May, 2025
May and June 2025	Graduation in May 2025 - Formal programming concludes at the end of Spring 2025.

General Scope of work will also include responsiveness, some technical support, and attendance at initiative-relevant meetings with the Texas Education Agency

# Exhibit C Budget

Year I Total Amount:	20	1,722,11				BUDGET 06	BUDGET CALCULATOR - VEAR I 0624/2024 - 08/15/2025	8/15/2025	RI			
Name	Rete	Thesi Projected Bave Salary	St Effort	ffort			Person Mouths (PNI)	atha (PN)		Requested Salary	Frings (25%)	Total Requested Salary and Fringe
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			PAYOR INVARIANT	VAOI			WONG#	V/O!		\$	w w	\$
				300					Sabtotal:	\$ 4,434	1741	\$ \$60.5
WAGES AND FRINCE FOR PART-TIME AND	FOR PART	TIMEAND	Number of Students	Wage/Beer		Hours/N rek	North	Weeks/Year	Year	Total Pay	Friegr (10%)	Total Pay and Fringe
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										\$	\$	5
CONSULTANTS										Tob	Total Consultants:	
FQUIPMENT										N. E.	Tetal Equipment: 5	\$
MATERIALS AND SUPPLIES	FUES								H.	tal Vinterials	Total Wateriah and Supplies:   \$	\$
			Traveler	# of Traveters #	# of Days	W of Nights	Flight	llotel	Reated Car	Per Diens	Registration	Tatal
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STAND LOOGE IN TO ABOUT A	DT CONCE		Iravel									
LARICHANIA	MI COUR		Materials, Supplies, and Other Costs	Costs					Total	Participant	Total Participant Support Costs: 5	

	Name of Person - Affiliated University Name of Person - Affiliated University		
SUBAWARIX	Name of Person - Alibrated University		
		Tetal Seberrards:   5	
	Pees to the State (\$175/candidate/workshop)	\$	1,500
A STANDARD OF LIBERTY OF THE PARTY OF THE PA	Prating	5	9;
OTHER DIRECT CASTS	Misc	S	250
		Total Other Direct Costs:   5	1,800
TUTAL DIRECT COSTS		S	7,478
MODIFIED TOTAL DIRECT COSTS	MTDC - TDC - Equipment - Participant Support Costs - Tuition - Subaward greater than \$25,000	3	7,475
TOTAL INDIRECT COSTS (F&A COSTS) (F&A 1202, 50 2% on compus, 15.6% off compus)	F&A = MIDC * F&A sate	43	3,752
TOTAL DIRECT AND INDIRECT COSTS		8	11.27