

**Agreement #24-0225-Almager
between
Ector County Independent School District
and
Texas Tech University**

This Agreement, by and between the Ector County Independent School District (hereinafter referred to as "SPONSOR"), whose principal place of business is 802 N. Sam Houston, Odessa, TX 79761-0000 and Texas Tech University (hereinafter referred to as "TTU"), a Texas state institution of higher education whose principal place of business is 2625 Memorial Circle, Lubbock, TX 79409, 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 Attachment A):

Prime Award Number:	246945677110001
Prime Award Sponsor:	Texas Education Agency
Project Title:	2024-2025 Principal Residency Grant, Cycle 7
Project CFDA Number:	84.367A
Project FAIN Number:	S367A230041
SPONSOR Principal Investigator:	Scott Rudes
TTU Principal Investigator:	Irma Almager

and whereas, said Prime Award involves an approved collaborative effort between SPONSOR and TTU, and TTU 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

TTU 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 Attachment B, which by this reference is incorporated herein.

ARTICLE 2. PERIOD OF PERFORMANCE

The term of this Agreement shall commence October 01, 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 \$34,483.00. SPONSOR shall not, in the absence of a modification hereto, be obligated to reimburse TTU for costs that are in excess of the total amount specified in this Article.

The budget for which TTU has based this support is detailed in Attachment 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. TTU PRINCIPAL INVESTIGATOR

The Principal Investigator representing TTU for the purpose of technical direction in accordance with Article 1 shall be Irma Almager. A change in the designated TTU Principal Investigator shall require the prior written approval of SPONSOR and the TTU Principal Investigator.

ARTICLE 6. USE OF FUNDS

TTU 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 TTU's Authorized Representative, who will initiate the appropriate action required.

ARTICLE 8. TERMS OF PAYMENT

No later than sixty (60) days after the Agreement is fully executed, TTU 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 thirty (30) 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 TTU agrees to comply with the provisions set forth by the Project Sponsor's Terms and Conditions of Award, incorporated herein as Exhibit A.

ARTICLE 11. AUDIT

TTU 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 Project Sponsor's policy. 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 TTU acknowledge that both parties must comply with the Texas Open Records Act.

ARTICLE 15. DEBARMENT/EXCLUSION

TTU 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 Prime Award, this Agreement shall be automatically terminated as of the termination date of the Prime Award. 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, TTU 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 TTU

I. Principal Investigator
Irma Almager
Education Psychology & Leadership
Texas Tech University
College of Education, RM #306
Lubbock, TX 79409
Telephone: (806) 834-0062
Email: Irma.almager@ttu.edu

II. Financial Contact

Sarah Cody, CRA
Managing Director
Texas Tech University
Accounting Services
Box 41105
Lubbock, TX 79409-1105
Telephone: (806) 742-2970
Email: ora@ttu.edu

III. Authorized Representative
Kellee Smith, MBA, CRA
Assistant Managing Director
Office of Research Services
Texas Tech University
Box 41035
Lubbock, TX 79409-1305
Telephone: (806) 742-3884
Email: ors.awardservices@ttu.edu

B. For ECISD

I. Sponsor 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

TTU 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.

TTU 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 TTU'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 Lubbock 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 Tech University:**

Keeley Boyer
Interim Superintendent of Schools

Kellee Smith, MBA, CRA
Assistant Managing Director, ORS

Date

Date

Attachment A
Notice of Prime Award

Texas Education Agency

NOGA ID: 246945677110001

Organization: ECTOR COUNTY ISD

County-District: 068901

Vendor ID: 1-756001362

Campus/School: Not Applicable

ESC Region: 18

School Year: 2024

Notice of Grant Award

SAS # A599-24

Amendment Number:

Name of Grant Program	Far Fund Code	Far Rev Code	Fed Awd # ICFDA #	Federal Aid Agency	TEA USE only	Begin Date	End Date	Increase (Decrease)	Amount
2024-2025 PRINCIPAL RESIDENCY GRANT CYCLE 7	255	5929	S367A230041 84.367A	USDE	69452467	02/16/2024	08/31/2025	\$0.00	\$749,889.00
								NOGA Total	\$749,889.00

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.

Application and any amendment thereto identified above, Received Date/ Document Control Number/ Application ID(701-23-127-001) has revised or negotiated by the Texas Education 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 Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines 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 no liability for costs incurred by the grant recipient.

Offer Accepted by Grantee

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

Approval ID of the Commissioner of Education or Designee
Texas Education Agency

Data

h.l.c.M-2-

02/16/2024

Texas Education Agency

Supplement to Notice of Grand Award (NOGA)

1	Subrecipient Name: ECTOR COUNTY ISD 802 N. SAM HOUSTON ODESSA TX 79761-0000	2	Subrecipient Unique Entity Identifier: UEI: EE6JKZY1KPX1 Vendor ID: 1- 756001362 County District (CDN): 068-901
3	Subrecipient Information		
	Grant Name:	2024-2025 PRINCIPAL RESIDENCY GRANT CYCLE 7	
	Subaward period of performance start and end date:	See NOGA certificate	
	Amount of federal funds obligated by this action:	See NOGA certificate	
	Total amount of federal funds awarded:	See NOGA certificate	
	Indirect cost rate:	5.387%	
	De minimis indirect cost rate:	Not Applicable	
	Research and development grant:	Not Applicable	
4	Subrecipient Terms and Conditions		
	(1) New EDGAR including 2 C.F.R. Part 200 applies.		
	(2) Grant program requirements (a) Incorporated by reference in General and Fiscal Guidelines (b) Incorporated by reference in Program Guidelines (c) Incorporated by reference in General Provisions and Assurances (d) Incorporated by reference in Program-Specific Provisions and Assurances (if applicable)		
	(3) Additional requirements Incorporated by reference in the To The Administrator Addressed correspondence sent to grantee as applicable		
	(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.		
	(5) Closeout of subaward (a) Incorporated by reference in General and Fiscal Guidelines (b) Incorporated by reference in NOGA transmittal letter		
5	Name of Pass-Through Entity Texas Education Agency	6	Contact Information for TEA Awarding Official See NOGA certificate
7	Federal Award Information		
	Federal awarding agency: USDE		
	Federal award identification number: See NOGA certificate		
	CFDA number: See NOGA certificate		
	CFDA name: Supporting Effective Instruction State Grants (formerly Improving Teacher Quality State Grants)		
	Federal award date: July 1, 2023		
	Total amount of federal award: \$ 235,928,923.00		
8	Federal Award Project Description		

Attachment B Scope of Work

TTU – Statement of Work

- 1. Dedicate and provide a TTUCOE faculty coach (faculty coach) to provide a minimum of six on-site coaching sessions at participating ISD. In addition to the six on-site coaching sessions, the faculty coach will (a) provide support to the PF placed in the ISD schools, (b) collaborate with building administrators and TTUCOE faculty, and (c) contribute to the progress monitoring of the PF using ISD student data.**
- 2. Recruit and screen talented and committed PF Candidate(s) to the TTUCOE PF program.**
- 3. Offer district immersion-style, competency-based principal education programs in certification areas aligned to the expressed ISD needs found from an initial PF led equity audit.**
- 4. Use Principal Candidate clinical competency data (i.e., leadership pedagogy, impact on formative and summative student achievement data, progress monitoring, leadership coaching, action plans) to modify and adjust TTUCOE PF program to better foster principal candidates' mastery of competencies.**
- 5. Deliver courses that are designed to develop leader competencies including the Texas 268 Identified Integrated Pillars: Communication with Stakeholders; Diversity and Equity Professional Development; Curriculum Alignment; Hiring, Selection and Retention; School Vision and Culture; Data-Driven Instruction; Observation and Feedback; and Strategic Problem Solving.**
- 6. Design courses that explicitly connect course content, authentic leadership opportunities of residency, resources and materials, and course assessment measures.**
- 7. Utilize formative feedback, provided to the PF on weekly basis by TTUCOE faculty and/or TTU faculty coaches.**

Attachment C Budget

Tegay Tach University, Office of Research Services Project Budget Detail			
PI Name	Principal Investigator	Site/Center	Local/Non-local Agency
PI	Principal Investigator - Principal Investigator	Project Start Date	4/1/2014
		Project End Date	4/1/2015

Expenses / Income		Year 1	Year 2	Year 3	Year 4	Year 5	Total
Item 6	Rate						
Some Amount	P.L.	\$	10,000		\$	\$	\$
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
Total Income		\$	20,000		\$	\$	\$

Financial ratios analysis										Total	
Equity Multiplier	PL	5	4.911	5	1	-	5	5	5	-	4.911
	Q	5	5	5	1	-	5	5	5	-	
	C	5	5	5	1	-	5	5	5	-	
	C	5	5	5	1	-	5	5	5	-	
	C	5	5	5	1	-	5	5	5	-	
	C	5	5	5	1	-	5	5	5	-	
	C	5	5	5	1	-	5	5	5	-	
Private Ownership	PL	5	4.911	5	1	-	5	5	5	-	4.911

Total Salary and Fringe	5	34,051	6	2	5	2	5	2	9	34,051
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Equipment (Excluded from FICA)							
	Total Equipment	F	- F	- F	- F	- F	
Equipment							
Domestic							
Foreign							
Other							
Total Equipment							
Domestic Support Costs (Excluded from FICA)							
Depreciation							
Interest							
Subscriptions							
Other							
Total Domestic Support Costs							
Other Direct Costs (Excluded from FICA)							
Domestic							
Foreign							
Other							
Total Other Direct Costs							

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Total Direct Costs	\$ 24,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,314
Modified Total Direct Costs	\$ 20,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,314
FCI markup index	\$ 20,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,314
FM	\$ 3,942	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,942
Total Costs	\$ 24,256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,256
Modified Total Direct Costs	\$ 20,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,314

Form Total							
Subtotal		11,451					11,451

Year	IRA Rate
0	0.00%
1	0.00%
2	0.00%
3	0.00%
4	0.00%
5	0.00%

Year	FDA Motion (N/A)
1	5
2	5
3	5
4	5
5	5
6	5