

Deborah Ottmers

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Friday, October 11, 2024 10:39 AM
To: Deborah Ottmers
Subject: [External] Donation Submission #144 - \$10,000 or more
Attachments: IXL Quote 995831-1 [Ector County Independent_Lisa Wills.pdf]; IXL Quote 999195-1 [Ector County Independent_Lisa Wills.pdf]



Power Automate

Donation Submission #144 - \$10,000 or more

Requested for Lisa Wills <Lisa.Wills@ectorcountysd.org>

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

Superintendent approval required for a single donation/gift of \$10,000 or more.



Campus: 851 - Curriculum & Instruction

Principal/Non-Campus Administrator: Lisa Wills

Name of Donor: IXL

Email/Phone of Donor: aarons@ixl.com

Donor Mailing Address: 777 Mariners Island Blvd. Suite 600

San Mateo, CA 94404

Donation Description: IXL Math Program

Type of Donation: Physical items

Value*: \$198,800.00

199-00-5144-00-851-0
199-11-6394-06-851-11

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Purpose of Donation: Digital Math Platform for middle & high

schools

Item/Service: We will purchase IXL for all secondary campuses to use for math.

Purpose of Purchase: IXL is an approved resource through TEA. We will use the math program for 6-Alg 1 students.

Date Created: Friday, October 11, 2024 3:38 PM GMT

Approve >

Reject >

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Microsoft Corporation, One Microsoft Way, Redmond, WA 98052





IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE

QUOTE # 999195-1
DATE: SEPTEMBER 30, 2024

TO:

Melissa Cooper
Ector County Independent School District
PO BOX 3912
ODESSA, TX 79760

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Aaron Steffek		→ February 28, 2026	October 30, 2024

1 1/2 yrs

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 6-9) Subject: Math <i>Auto-rostering services included</i> <i>ClassLink single sign-on services included</i>	10000	\$19.88	\$198,800.00
Total Price			\$198,800.00

TOTALS	
Total Subscriptions List Price	\$198,800.00
Grand Total	\$198,800.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 999195-1. For international accounts, we can accept wire transfers for an additional fee.



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE

QUOTE # 995831-1
DATE: SEPTEMBER 27, 2024

TO:

Melissa Cooper
Ector County Independent School District
PO BOX 3912
ODESSA, TX 79760

COMMENTS OR SPECIAL INSTRUCTIONS

COMMENTS OR SPECIAL INSTRUCTIONS

This quote applies 10000 math licenses for grades 6-9 at Ector County ISD.

QUOTE #995831-1
DATE: September 27, 2024

The pricing is based on the TEA Math Supplemental Curriculum (MCS) grant. Your signature indicates the requested math licenses are part of the TEA Math Supplemental Curriculum (MSC) grant. The invoice will be sent directly to the state.

Sign here:

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Aaron Steffek		February 28, 2026	October 27, 2024

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license, including:			
Grade 9 Subject: Math <i>Odessa High School</i>	1500	\$0.00	\$0.00
Grade 9 Subject: Math <i>Permian High School</i>	1500	\$0.00	\$0.00
Grades 6-9 Subject: Math <i>Nimitz Middle School</i>	1345	\$0.00	\$0.00
Grades 6-9 Subject: Math <i>Ector Middle School</i>	1295	\$0.00	\$0.00
Grades 6-9 Subject: Math <i>Wilson & Young Medal of Honor Middle School</i>	1265	\$0.00	\$0.00

Grades 6-9 Subject: Math <i>Crockett Middle School</i>	1220	\$0.00	\$0.00
Grades 6-9 Subject: Math <i>Bonham Middle School</i>	880	\$0.00	\$0.00
Grades 6-9 Subject: Math <i>Bowie Middle School</i>	900	\$0.00	\$0.00
Grade 6 Subject: Math <i>Cameron Elementary</i>	55	\$0.00	\$0.00
Grade 6 Subject: Math <i>Austin Montessori Elementary</i>	40	\$0.00	\$0.00
<i>Auto-rostering services included</i>			
<i>ClassLink single sign-on services included</i>			
Total Price			\$0.00

TOTALS	
Grand Total	\$0.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 995831-1. For international accounts, we can accept wire transfers for an additional fee.

Deborah Ottmers

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Wednesday, November 6, 2024 8:53 AM
To: Deborah Ottmers
Subject: [External] Donation Submission #160 - \$10,000 or more
Attachments: Principal Incentive Allotment Grant_Celeste Potter.pdf



Power Automate

Donation Submission #160 - \$10,000 or more

Requested for Celeste Potter
<Celeste.Potter@ectorcountyisd.org>

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

Superintendent approval required for a single donation/gift of \$10,000 or more.



Campus: 850 - Talent Development
Principal/Non-Campus Administrator: Robin Fawcett
Name of Donor: Education Foundation of Odessa
Email/Phone of Donor:
educationfoundation.odessa@outlook.com
Donor Mailing Address: PO Box 951
Odessa, Texas 79760
Donation Description: Principal Incentive Allotment
Type of Donation: Check
Value*: \$100,000.00

Fund 467

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Purpose of Donation: Principal Incentive Allotment
Funds donated to the Education Foundation by the Permian
Strategic Partnership.

Payment 1 of 3

Item/Service: Principal Incentive Allotment

Purpose of Purchase: Principal Incentive Allotment

Date Created: Wednesday, November 6, 2024 2:52 PM GMT

Approve >

Reject >

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Microsoft Corporation, One Microsoft Way, Redmond, WA 98052

 Microsoft



GRANT AGREEMENT

This Grant Agreement (this "Agreement"), dated this 5 day of December, 2023 (the "Effective Date"), is between **PERMIAN STRATEGIC PARTNERSHIP INC.**, as grantor ("Grantor"), **ECTOR COUNTY ISD EDUCATION FOUNDATION, INC.** as grantee ("Grantee") and Ector County Independent School District ("ECISD," and together with Grantee, the "Grantee Parties") as the third-party beneficiary of the Grant.

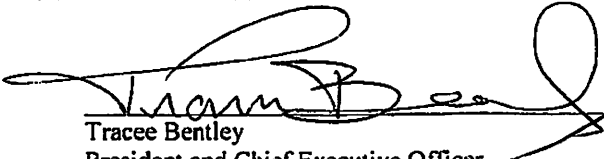
1. This Agreement contains the terms under which Grantor will make a conditional grant to Grantee in the amount of \$300,000 (the "Grant") for the purpose described in the Scope of Work (the "Scope of Work," attached hereto as Exhibit A) to benefit ECISD (the foregoing, the "Purpose"). The Scope of Work also contains a schedule under which the payment of the Grant, if made, will occur, and conditions, if any, to additional payments.
2. Grantee is a Texas non-profit corporation founded to improve, over time, the quality of K-12 public education for all students by supporting and developing educational leaders through private funding of ECISD programs.
3. Grantor is an organization operating under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code") and is entering into this Agreement in furtherance of the purposes of its members. Grantor will invoice its member companies for their proportionate share of the Grant. None of Grantor's member companies shall have any individual liability to the Grantee Parties for the failure of any member to contribute its proportionate share of the Grant.
4. The amount of the Grant will be reduced if Grantor, or the Grantee Parties secure additional funding directed to the Purpose.
5. The Grant will be paid only to Grantee, which must issue to Grantor the appropriate receipts and tax documents, as required by law or requested by Grantor; however, Grantor is expressly aware that such information is in the possession and control of ECISD, and ECISD expressly understands that receipt of the Grant by the Grantee is conditioned upon cooperation in providing such information to the Grantor.
6. The Grant must be used solely for the Purpose and for no other purpose. Subject to the foregoing and the other requirements of this Agreement, it will be within Grantee's discretion to expend the funds for projects, goods, and services specifically described in the Scope of Work or otherwise intended to achieve the Purpose.
7. The Grant is for a fixed amount, subject to the Payment Schedule set out in the Scope of Work, in consideration of performing the Services. Any expenses incurred by ECISD will be the responsibility of ECISD.
8. The Scope of Work may not be changed without prior written approval from the Grantor, which approval may be granted or withheld in Grantor's sole discretion.
9. Although the Grant funds are not required to be physically segregated in a separate account, Grantee must account for such funds separately on Grantee's books and records.
10. Grantee must report to Grantor, in writing, the information set forth in the Scope of Work; however, Grantor is expressly aware that such information is in the possession and control of ECISD, and ECISD expressly understands that receipt of the Grant by the Grantee is conditioned upon cooperation in providing such information to the Grantor.

11. Exhibits C and D to this Agreement contains additional terms and conditions applicable to the Grant, and representations and warranties being made by ECISD and Grantee, respectively, to Grantor.

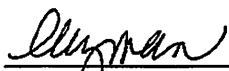
[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed as of the date first stated above, to be effective as of that date.

PERMIAN STRATEGIC PARTNERSHIP INC.

By:  Date: 12/14/23
Tracee Bentley
President and Chief Executive Officer

ECTOR COUNTY ISD EDUCATION FOUNDATION, INC.

By:  Date: 5 Dec 23
Name: ☒ LISA WYMAN
Title: ☒ PRESIDENT OF THE BOARD

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (ECISD)

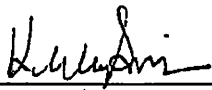
By:  Date: 12/11/23
Name: Kelli Boyer
Title: Chief of Schools

Exhibit A

Scope of Work

Description: The Grant will provide Grantee funds to assist ECISD to develop a program of strategic compensation for district school principals which will mirror the state funded Teacher Incentive Allotment (such program, the “Principal Incentive Allotment” or “PIA”). This funding will allow ECISD to award additional compensation to the highest performing principals in the district.

For the school year in which this Agreement is executed (the “Data Capture Year”), ECISD will collect data on campus growth and T-PESS evaluations to determine the highest performing Principals. Principal and campus data will be collected for one school year. Data will be compiled the following year after all student growth data is received from the State of Texas. Using the criteria set forth below, and the foregoing information, Grantee will award the incentive allotment to ECISD in January following the Data Capture Year (such year, the “Allotment Disbursement Year”). The Principal Designation is valid for one year, and the process of data capture and allotment disbursement will be ongoing with each consecutive year of the Grant.

The Grant will provide Grantee \$300,000.00 total in order for Grantee to fund ECISD’s incentive allotments for the next three years. In order for the continuing Grant payments to be made, ECISD must meet the requirements set forth below. ECISD agrees to certify to the Foundation the information below in order to report to the Grantor.

Eligibility:

- Eligibility for ECISD PIA will be determined on a yearly basis.
- The Principal must be under an ECISD Certified Administrator contract and assigned to a campus as Principal during the Data Capture Year and the Allotment Disbursement Year
- The Principal must start no later than the first day of the District Instructional Calendar and remain in employment in the contracted Principal capacity during the Data Capture Year
- The Principal must have no more than 10 absences during the District Instructional Calendar year (187-day calendar) of the Data Capture Year. Sick, vacation, FML or other leave days count towards the 10 allowed absences. Required Professional Learning days, jury duty, and bereavement do not count toward the 10 allowed absences
- Principals must be supervised and appraised by the Executive Director of Leadership using T-PESS of the Data Capture year and Allotment Disbursement Year

Data:

- Data collected during the Data Capture year will begin and end according to the District instructional calendar, August – May. The Data Capture Year will include the Principal’s T-PESS and Campus Student Growth data. Principals must be rated at Proficient or above in all T-PESS Indicators within the 5 Domains to be eligible for submission.

**Grant Agreement
Exhibit A**

- Campus Student Growth Data will be analyzed to determine the top 5-8 campuses during the Data Capture Year.
- Campus Student Growth Data used is the same data determined for TIA purposes. This could include Circle, MAP, STAAR, and any assessments used for TIA eligible groups on a campus.
- Data collected during the Data Capture Year will be analyzed during the following school year in the Fall of the Allotment Disbursement Year and will identify the top 5-8 campuses as ECISD PIA Designated Principals who have met all eligibility requirements.
- Final Student Growth for PK- 2nd will consist of MAP only, PK – 5th campuses will consist of 50% MAP and 50% STAAR Growth. Circle data will only be used at the Pre-K centers.

Parameters:

- The Superintendent of ECISD will determine the Principals eligible for an incentive payment, based upon the criteria set forth in this Scope of Work (each such recipient, a "Designated Principal").
- A Designated Principal must be in good standing at the time of Data Capture and Allotment Disbursement. Therefore, a Principal who has been reassigned or under investigation or pending investigation is not eligible for ECISD PIA compensation until he or she is cleared of any allegation. If the investigation is concluded with a confirmation of misconduct, the Principal will not be eligible to receive ECISD PIA compensation.
- A Designated Principal is not eligible to receive PIA compensation if his/her contract is terminated during or is non-renewed at the end of the school year during the Data Capture year or the Allotment Disbursement year.
- A Designated Principal is not eligible to receive ECISD PIA compensation if he/she is on a growth plan during the Data Capture year or the Allotment Disbursement year.
- A Designated Principal is not eligible to receive PIA compensation if he/she retires or resigns from the District prior to the Allotment Disbursement in January.

Allotment: Each Designated Principal will receive 90% of the amount in the table below under the heading "Allotment Amount," based on the Campus Tier of the Designated Principal's campus and the Designation of the campus, per the table.

Campus Tier	% ECODIS	STUDENT GROWTH	DESIGNATION	ALLOTMENT AMOUNT
1	0 - 50%	55-59	RECOGNIZED	\$5,000
		60-64	EXEMPLARY	\$10,000
		65-100	MASTER	\$15,000
2	51 - 69%	55-59	RECOGNIZED	\$10,000
		60-64	EXEMPLARY	\$15,000
		65-100	MASTER	\$20,000
3	Above 70%	55-59	RECOGNIZED	\$15,000
		60-64	EXEMPLARY	\$20,000
		65-100	MASTER	\$25,000

**Grant Agreement
Exhibit A**

- Ten Percent of the amount under “Allotment Amount” may be used by ECISD to offset program costs.
- Allotment payment to Designated Principals will be remitted in the form of a yearly stipend distributed in January of the Allotment Disbursement year.

Payment Schedule:

Payment #1: \$100,000.00 on or before September 30, 2024 (the “First Payment”). The First Payment may be reduced or delayed if: (i) ECISD has not met the milestones and deliverables described herein; (ii) ECISD secures additional funding for the Purpose from sources other than Grantor. ECISD will be provided reasonable time extension to meet such milestones and deliverables.

Payment #2: \$100,000.00 on or before September 30, 2025 (the “Second Payment”). The Second Payment may be reduced or delayed if: (i) ECISD has not met the milestones and deliverables described herein; (ii) there are unspent funds from the Year 1 payment due to, for example, participation in the programs being less than expected; (iii) ECISD secures additional funding for the Purpose from sources other than Grantor. ECISD will be provided reasonable time extension to meet such milestones and deliverables.

Payment #3: \$100,000.00 on or before September 30, 2026 (the “Third Payment”). The Third Payment may be reduced or delayed if: (i) ECISD has not met the milestones and deliverables described herein; (ii) there are unspent funds from the Year 1 and/or Year 2 payment due to, for example, participation in the programs being less than expected; (iii) ECISD secures additional funding for the Purpose from sources other than Grantor. ECISD will be provided reasonable time extension to meet such milestones and deliverables.

Initiative Assessments:

Along with quarterly initiative assessments; deliverables will include but are not limited to Texas Tech’s program evaluation on an annual basis. Beginning with the first Allotment Disbursement Year, ECISD will engage Texas Tech University to conduct a program evaluation to determine effectiveness of the design, implementation, and outcomes of the Principal Incentive Allotment Program. The cost of obtaining the Texas Tech evaluation must be paid by ECISD.

**Grant Agreement
Exhibit B**

**Exhibit B
Budget**

School	Total Amount over 3 Years	Payment #1	Payment #2	Payment #3
ECISD	\$300,000	\$100,000	\$100,000	\$100,000

Grant Agreement
Exhibit C

Exhibit C

**Additional Terms and Conditions of Grant Agreement applicable between
PERMIAN STRATEGIC PARTNERSHIP INC. ("Grantor") and ECISD**

1. **Additional Terms.** These additional terms and conditions are incorporated into and form a part of the Agreement to which they are attached. Capitalized terms used in the Scope of Work, the Budget and this Exhibit C will have the meaning given to them in the Agreement unless defined differently in the Scope of Work or this Exhibit C. If there is a conflict between the Agreement, the Scope of Work, the Budget and/or the terms of this Exhibit C, the terms of the Agreement, the Scope of Work and the Budget will prevail, in that order.
2. **Purpose.** The Grant is to be used solely for the Purpose.
3. **Termination of Grant Funding.** If ECISD breaches any of its responsibilities under this Agreement, including the provisions in this Exhibit C, the Grantor may, in its sole and absolute discretion, terminate this Agreement in accordance with the Term and Termination paragraph below, in which event ECISD will not receive any further funding, and Grantor's obligation, if any, to make further payments will be terminated. However, ECISD shall keep any funds it receives from Grantor through Grantee's award prior to the date of termination.
4. **Term and Termination.**
 - a. The term of this Agreement, and the rights and obligations of the Parties hereunder, commence on the Effective Date and expire on July 1, 2027 (the "Term") unless earlier terminated as provided herein.
 - b. This Agreement may be terminated by notice in writing by a Party if either of the other Parties should:
 - i. fail to perform its obligations hereunder;
 - ii. become insolvent or go into liquidation, administration or receivership or be admitted to the benefits of any procedure for a settlement of debts, or be declared bankrupt with termination to be immediately effective upon receipt of the notice;
 - iii. be dissolved or otherwise forfeit its corporate existence; or
 - iv. breach any provision hereof and fail to remedy such breach (providing the breach is remediable) within thirty (30) days after being given written notice from the other party reasonably describing the alleged breach.
 - c. In the event of a termination notice being given by Grantor pursuant to this Section 4, Grantor will not be liable to (i) pay any further contributions or (ii) fulfill any other obligations the performance of which would have been required after the termination. Termination by ECISD does not excuse the performance of any of ECISD's obligations which accrued prior to the termination.
 - d. Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 5 and 6 will survive.
5. **Record Keeping.** ECISD must maintain adequate financial records related to the expenditure of the Grant. ECISD must retain all receipts and records of expenditures related to the Grant for no less than seven years.
6. **Right to Audit.** Grantor has the right, upon reasonable request during normal business hours at Grantor's expense to audit the books and records of ECISD, and to make copies thereof. ECISD

Grant Agreement
Exhibit C

must furnish to the Grantor, at no cost to Grantor, such additional information or reports concerning the Grant, ECISD, or the Purpose as Grantor may from time to time reasonably request.

7. **No Lobbying.** The Grant may not be used to: (i) carry on propaganda, (ii) support or oppose specific legislation, (iii) participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, (iv) influence the outcome of any public election, or (v) support any voter registration drive.
8. **Anti-Corruption and Anti-Bribery.** No portion of the Grant may be used to provide any gift, entertainment, or bestow any other benefit to any public servant, party official, or voter as consideration for the recipient's decision, opinion, vote, or other exercise of official discretion as a public servant, party official, or voter, or to secure any other action that would violate the laws of the State of Texas or any other applicable jurisdiction.
9. **Conflicts of Interest.** ECISD agrees that, as a condition of receiving the Grant, it will ensure that it has a process in place to identify potential conflicts of interest and ensure that decisions concerning the expenditure of the Grant funds are made by an individual or body that is free from any conflicts to ensure that those decisions serve the Purpose and are in the best interests of ECISD.
10. **Release.** Grantor assumes no responsibility for, and ECISD absolutely and irrevocably releases Grantor from any injuries, damages, or liabilities (including, but not limited to, attorney fees, expert witness fees, costs, and expenses) directly or indirectly resulting or arising from this Agreement.
11. **No Assignment.** ECISD may not assign this Agreement or any payment due or to become due under this Agreement without the prior express written consent of Grantor.
12. **No Partnership or Joint Venture.** Neither this Agreement, the Grant or any action by the Grantor pursuant to this Agreement shall make the Grantor liable to ECISD or to any other party as a joint venturer, partner, or other participant with respect to the activities of Grantee funded by the Grant.
13. **Publicity, Confidentiality.**
 - a. All public announcements or press releases concerning the Grant which mention Grantor by name must be approved by Grantor prior to release. If Grantor requests, ECISD will participate in reasonable publicity (including both written press releases and media events) concerning the Grant and the Purpose. All printed materials referencing or publicizing the Grant must recognize Grantor as the "Permian Strategic Partnership."
 - b. ECISD must keep confidential, using the same degree of care given to its own confidential information, any information provided by Grantor which is marked "Confidential" or otherwise provided to ECISD on condition of confidentiality.
 - c. ECISD shall not use Grantor's, or any of its members', trademarks or service marks in any written, electronic or oral advertising or presentation or brochure, newsletter, book, electronic database or other written matter of whatever nature, without the party's prior written consent (collectively referred to herein as "Publicity Material"). ECISD must submit to Grantor or the applicable member(s) a request for written approval, prior to publication, of all Publicity Material that could display Grantor's or its members' trademarks or service marks.
14. **Notices.** Any notice, consent, report, waiver or other communication required under this Agreement must be in writing to be effective and shall be delivered (i) in person with receipt acknowledged, (ii) by deposit into the custody of a nationally recognized overnight courier for next

Grant Agreement
Exhibit C

day delivery, (iii) by United States first class mail, postage prepaid, certified or registered mail, return receipt requested, or (iv) via electronic mail, in each case addressed as follows:

If to Grantor:

Tracee Bentley, President and CEO
Permian Strategic Partnership
P.O. Box 52640
Midland, Texas 79705
Email: tracee@permianpartnership.org
CC Email: casey@permianpartnership.org

With a copy to:

General Counsel
Permian Strategic Partnership
777 Hidden Ridge Dr.
Irving, TX 75038
Email: barry.thomas@pxd.com

If to ECISD:

Dr. Keeley Boyer, ECISD Chief of Schools
802 N. Sam Houston
Odessa, Texas 79761
Email: keeley.boyer@ectorcountvisd.org

or at such other address as may be submitted by giving the other party not fewer than five business days' advance written notice of such change of address in accordance with this paragraph 14.

Grant Agreement
Exhibit D

Exhibit D

Additional Terms and Conditions of Grant Agreement applicable between PERMIAN STRATEGIC PARTNERSHIP INC. ("Grantor") and ECTOR COUNTY ISD EDUCATION FOUNDATION, INC. ("Grantee")

1. **Additional Terms.** These additional terms and conditions are incorporated into and form a part of the Agreement to which they are attached. Capitalized terms used in the Scope of Work, the Budget and this Exhibit D will have the meaning given to them in the Agreement unless defined differently in the Scope of Work or this Exhibit D. If there is a conflict between the Agreement, the Scope of Work, the Budget and/or the terms of this Exhibit D, the terms of the Agreement, the Scope of Work and the Budget will prevail, in that order.
2. **Purpose.** The Grant is to be used solely for the Purpose.
3. **Change in Status.** It will be a breach of this Agreement, and Grantee must notify the Grantor immediately in writing, if: (i) Grantee's federal tax-exempt status or its classification under Section 501(c)(3) of the Code is revoked or altered; (ii) Grantee has received notice from the IRS or otherwise has reasonable grounds to believe that its tax-exempt status or its classification under Section 501(c)(3) of the Code may be revoked or altered; or (iii) Grantee has reason to believe that the Grant cannot be expended for the Purpose.
4. **Return of Unawarded Grant Funds.** If Grantee breaches any of its responsibilities under this Agreement, including the provisions in this Exhibit D, the Grantor may, in its sole and absolute discretion, terminate this Agreement, in which event Grantee, must immediately return to the Grantor any portion of the Grant that has not yet been awarded to ECISD, and Grantor's obligation, if any, to make further payments will be terminated. Grantee will promptly inform Grantor if Grantee becomes aware of a breach of this Agreement by ECISD.
5. **Term and Termination.**
 - a. The term of this Agreement, and the rights and obligations of the Parties hereunder, commence on the Effective Date and expire on July 1, 2027 (the "Term") unless earlier terminated as provided herein.
 - b. This Agreement may be terminated by notice in writing by any of the three Parties if one of the other Party(ies) should:
 - i. fail to perform its obligations hereunder;
 - ii. become insolvent or go into liquidation, administration or receivership or be admitted to the benefits of any procedure for a settlement of debts, or be declared bankrupt with termination to be immediately effective upon receipt of the notice;
 - iii. be dissolved or otherwise forfeit its corporate existence; or
 - iv. breach any provision hereof and fail to remedy such breach (providing the breach is remediable) within thirty (30) days after being given written notice from the other party reasonably describing the alleged breach.
 - c. In the event of a termination notice being given by Grantor pursuant to this Section 5, Grantor will not be liable to (i) pay any further contributions or (ii) fulfill any other obligations the performance of which would have been required after the termination. Termination by Grantee does not excuse the performance of any of Grantee's obligations which accrued prior to the termination.

Grant Agreement
Exhibit D

- d. Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 6, 7 and 11 will survive.
6. Record Keeping. Grantee and ECISD must maintain adequate financial records related to the expenditure of the Grant. Grantee must retain all receipts and records of expenditures related to the Grant for no less than seven years.
7. Right to Audit. Grantor has the right, upon reasonable request during normal business hours at Grantor's expense to audit the books and records of Grantee, and to make copies thereof. Grantee must furnish to the Grantor, at no cost to Grantor, such additional information or reports concerning the Grant, the Grantee, or the Purpose as Grantor may from time to time reasonably request.
8. No Lobbying. The Grant may not be used to: (i) carry on propaganda, (ii) support or oppose specific legislation, (iii) participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, (iv) influence the outcome of any public election, or (v) support any voter registration drive.
9. Anti-Corruption and Anti-Bribery. No portion of the Grant may be used to provide any gift, entertainment, or bestow any other benefit to any public servant, party official, or voter as consideration for the recipient's decision, opinion, vote, or other exercise of official discretion as a public servant, party official, or voter, or to secure any other action that would violate the laws of the State of Texas or any other applicable jurisdiction.
10. Conflicts of Interest. Grantee agrees that, as a condition of receiving the Grant, it will ensure that it has a process in place to identify potential conflicts of interest and ensure that decisions concerning the expenditure of the Grant funds are made by an individual or body that is free from any conflicts to ensure that those decisions serve the Purpose and are in the best interests of Grantee.
11. Representations and Warranties of Grantee. Grantee represents and warrants to Grantor that: (i) it is a corporation organized and in good standing under the laws of the State of Texas; (ii) it is an organization currently recognized by the Internal Revenue Service (IRS) as a tax-exempt organization under Section 501(c)(3) of the Code; (iii) that it is not a private foundation under Section 509(a)(3) of the Code; and (iv) there will be no commission or other similar compensation related to this Grant paid by Grantee to any employee, officer or agent of Grantor.
12. Release. Grantor assumes no responsibility for, and Grantee absolutely and irrevocably releases Grantor from, any injuries, damages, or liabilities (including, but not limited to, attorney fees, expert witness fees, costs, and expenses) directly or indirectly resulting or arising from this Agreement.
13. No Assignment. Grantee may not assign this Agreement or any payment due or to become due under this Agreement without the prior express written consent of Grantor.
14. No Partnership or Joint Venture. Neither this Agreement, the Grant or any action by the Grantor pursuant to this Agreement shall make the Grantor liable to Grantee or to any other party as a joint venturer, partner, or other participant with respect to the activities of Grantee funded by the Grant.
15. Publicity, Confidentiality.

Grant Agreement
Exhibit D

- a. All public announcements or press releases concerning the Grant which mention Grantor by name must be approved by Grantor prior to release. If Grantor requests, Grantee will participate in reasonable publicity (including both written press releases and media events) concerning the Grant and the Purpose. All printed materials referencing or publicizing the Grant must recognize Grantor as the "Permian Strategic Partnership."
 - b. Grantee must keep confidential, using the same degree of care given to its own confidential information, any information provided by Grantor which is marked "Confidential" or otherwise provided to Grantee on condition of confidentiality.
 - c. Grantee shall not use Grantor's, or any of its members', trademarks or service marks in any written, electronic or oral advertising or presentation or brochure, newsletter, book, electronic database or other written matter of whatever nature, without the party's prior written consent (collectively referred to herein as "Publicity Material"). Grantee must submit to Grantor or the applicable member(s) a request for written approval, prior to publication, of all Publicity Material that could display Grantor's or its members' trademarks or service marks.
16. **Notices.** Any notice, consent, report, waiver or other communication required under this Agreement must be in writing to be effective and shall be delivered (i) in person with receipt acknowledged, (ii) by deposit into the custody of a nationally recognized overnight courier for next day delivery, (iii) by United States first class mail, postage prepaid, certified or registered mail, return receipt requested, or (iv) via electronic mail, in each case addressed as follows:

If to Grantor:
Tracee Bentley, President and CEO
Permian Strategic Partnership
P.O. Box 52640
Midland, Texas 79705
Email: tracee@permianpartnership.org
CC Email: casey@permianpartnership.org

With a copy to:
General Counsel
Permian Strategic Partnership
777 Hidden Ridge Dr.
Irving, TX 75038
Email: barry.thomas@pxd.com

If to Grantee:
Celeste Potter, Director
P.O. Box 951
Odessa, TX 79760
Phone: (432) 456-7059
Email: celeste.potter@ectorcountvisd.org
17. **No Waiver.** No failure or delay by a party in exercising any right or remedy under this Agreement will waive any provision of this Agreement, nor will any single or partial exercise by a party of any right or remedy under this Agreement preclude it from otherwise or further exercising any rights or remedies which it may have, or any rights or remedies granted by any law.

Grant Agreement
Exhibit D

18. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the other terms or provisions, which shall remain in full force and effect.
19. **Descriptive Headings.** The descriptive headings used in this Agreement are inserted for convenience of reference only and shall not be construed to define, limit, or add to the interpretation of any provision of, or scope or intent of, this Agreement.
20. **Governing Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the choice of law principles that would apply the laws of any other jurisdiction.
21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but any of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted via email attachment, and such e-mail attachment will, for all purposes, be deemed to be the original signature of each party whose signature it reproduces and will be binding on such party.
22. **Third Parties.** No parties other than ECISD and Grantor shall have any rights, claims, or causes of action pursuant to this Grant Agreement or the Grant, except that the members of Grantor may enforce the provisions of this Agreement if Grantor forfeits its corporate charter or otherwise fails or refuses to enforce its rights hereunder. The service providers retained by ECISD in the performance of this Agreement are expressly not third party beneficiaries hereunder and may not enforce any provision of this Agreement against Grantor.
23. **Amendment.** No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both Grantor and ECISD.
24. **Prior Agreements.** This Agreement comprises the complete and exclusive agreement between the parties regarding the subject matter of this Agreement, and supersedes all oral and written communications, negotiations, representations, or agreements in relation to that subject matter made or entered into before the date of this Agreement.

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Tuesday, October 29, 2024 10:23 AM
To: Deborah Ottmers
Subject: [External] Donation Submission #151 - \$10,000 or more
Attachments: Abell Hanger Donation Budget_Taylor Roy.docx



Power Automate

Donation Submission #151 - \$10,000 or more

Requested for Taylor Roy <Taylor.Roy@ectorcountyisd.org>

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

Superintendent approval required for a single donation/gift of \$10,000 or more.



Campus: 855 - Guidance & Counseling

Principal/Non-Campus Administrator: Taylor Roy

Name of Donor: Abell Hanger

Email/Phone of Donor: (432) 684-6655

Donor Mailing Address: 112 Corporate Dr, Midland, TX 79705

Donation Description: Counselor Pipeline Donation

Type of Donation: Check

Value*: \$71,000

Fund 474

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Purpose of Donation: Counselor Pipeline Work-This donation was given to fund candidates through the school counselor prep program at Angelo State University to prepare them to be

counselors in ECISD, helping to fill vacant counseling positions.
Item/Service: Educational Services from Angelo State University
for School Counselor Masters programs.

Purpose of Purchase: This award was given to us with the
intention of preparing more counselors for our district. We plan
to directly do this by providing the appropriate education for
individuals in ECISD.

Date Created: Tuesday, October 29, 2024 3:22 PM GMT

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Microsoft Corporation, One Microsoft Way, Redmond, WA 98052

 **Microsoft**





ABELL-HANGER FOUNDATION, INC.
OPERATING ACCOUNT
112 CORPORATE DRIVE
MIDLAND, TX 79705

COMMUNITY NATIONAL BANK

11449

88-1287/1163

CHECK ARMED & DANGEROUS

10/17/2024

PAY TO THE ORDER OF Ector County Independent School District

\$ **71,000.00

Seventy-one thousand and 00/100*****

DOLLARS

Ector County Independent School District

TWO SIGNATURES REQUIRED OVER \$10,000

MEMO

ECISD School Counselor Pipeline Project

[Signature]
[Signature]
AUTHORIZED SIGNATURE

⑈011449⑈ ⑆116312873⑆ 10664181⑈

ABELL-HANGER FOUNDATION, INC.

OPERATING ACCOUNT

11449

10/17/2024

Ector County Independent School District

ECISD School Counselor Pipeline Project

71,000.00

Cash - CNB Op Acct

ECISD School Counselor Pipeline Project

71,000.00

Photo Safe Deposit

Details on Back

TRUSTEES & OFFICERS

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President & Trustee

Mark Palmer,
Executive Vice President

Wade Kuehler,
*Vice President and
Secretary/Treasurer*

John D. Bergman

Richard H. Coats

Jack F. Harper

Roy Nelson

Chas Perry

Wes Perry

Karen Sparks

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Herbert L. Cartwright, III

Tevis Herd

Robert C. Leibrock

Elaine Magruder

Clarence Scharbauer, III

David L. Smith

James C. Trott

Charles M. Younger, M.D.

STAFF

Mark Palmer
Chief Executive Officer

Wade Kuehler
Chief Financial Officer

Helga Hoban
Grants Officer

Julia Vickery
Program Director

Bobbie R. Chappell
*Assistant Treasurer/Office
Manager*

October 23, 2024

Dr. Scott Muri
Ector County Independent School District
802 N. Sam Houston Ave.
Odessa, TX 79761

Dear Dr. Muri,

Your grant application was approved by the Board of Trustees of Abell-Hanger Foundation on October 16, 2024 for a grant of \$71,000. **These funds are to be used for ECISD School Counselor Pipeline Project** to be used to begin the first cohort in the spring semester 2025, to follow with two additional cohorts and are to be expended solely for this purpose and may not be expended for any other purpose without our express, written approval. Please notify us immediately, in writing, if you have reason to believe that the grant monies cannot be or continue to be expended for this purpose. Funds not used for this purpose must be repaid to the Foundation.

All grants are made and must be used in accordance with all applicable laws, regulations, and rulings.

Funds granted may not be utilized to:

- Lobby or otherwise attempt to influence legislation,
- Influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office, or conduct, directly or indirectly, any voter registration drive.

Should your organization's public charity status change, you must notify the Foundation and immediately return any unexpended funds.

The Foundation retains the right to terminate or modify this grant at its sole discretion if it determines that the organization made any misrepresentation, or misappropriated grant funds, or if it judges that the organization is unable to carry out the purpose(s) of the grant, or it fails to comply with any term or

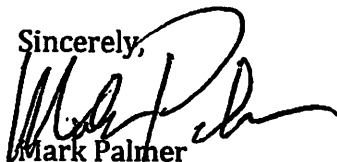
condition of the grant. Should the organization find itself unable to comply as described, the organization will provide within thirty days of the date of the termination a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant.

The Foundation reserves the right of advance approval of any proposed releases for print, broadcast, or digital media regarding this grant. Should you wish to acknowledge receipt of this grant, please address your correspondence to Ms. Laura Roman, President, Abell-Hanger Foundation, 112 Corporate Dr., Midland, Texas 79705.

The grantee's deposit, negotiation, or endorsement of the enclosed check will constitute your agreement with the terms and conditions of this grant.

This grant should not be construed as setting any precedent for future funding. As has been our practice in the past, we consider grant requests individually each year within the context of our current charitable interests and funding ability.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Palmer', is written over the printed name.

Mark Palmer
Chief Executive Officer

DMP:hvh

Check Enclosed

RE: Check No. 11449



**Ector County ISD School Counselor Pipeline Project
2024-2027
Concept Paper**

HISTORY OF THE PROJECT

For the past five years, ECISD has experienced a shortage of Counselors to serve its 33,500 students on 45 campuses. During the COVID 19 pandemic, the shortage was as high as 12 counselors, meaning that 24 campuses did not have a full-time counselor during a time of great stress for families. These 24 elementary school campuses had half-time counselors. ECISD initiated a pilot program to train counselors for the district using federal allocated COVID 19 funds and a grant of \$25,000 from the Abell-Hanger Foundation. These funds were used to provide scholarships and testing fees to support teachers in obtaining masters degrees and Texas School Counselor Certifications. Six candidates have completed the program successfully and all have continuously been employed in ECISD as school counselors. As of July, 2024, there is a shortage of 6 counselors, indicating that the pilot program efforts have been successful in preparing and retaining school Counselors. Currently, ECISD seeks funding to implement the "School Counselor Pipeline Project," to produce a sustainable pipeline for counselors and to reduce the shortage of counselors in the district.

GOALS, OBJECTIVES & OUTCOMES

Pursuant to the establishment of a sustainable school counselor pipeline, the following goals, objectives and outcomes have been established:

Goal One: *To create a sustainable model for increasing the number of school counselors prepared to serve ECISD students.*

Objective 1a: *By 2026, 10 teacher candidates will complete Master's Degrees and Texas School Counselor certifications through Angelo State University.*

Outcomes: *a. Cohort 1 will begin in Spring 2025 and will be certified by May, 2026.*

b. Cohort 2 will begin in the Fall of 2025 and be certified by August of 2027.

Objective 1b: *Candidates will serve ECISD for a minimum of 3 years after becoming certified.*

Outcome: *c. Each candidate will sign a 3-year letter of commitment in effect until 3 school years after becoming certified.*

Goal Two: *To create a sustainable program for the development of Counselors for ECISD.*

Objective 2a: *ECISD will investigate funding sources to sustain the Counselor Pipeline Program from a variety of government and private sources by December, 2027.*

Outcome: *d. Continuous funding for 5 candidates per year until 2032.*

Objective 2b: *ECISD's Guidance and Counseling Department will provide practicums and internships for Counselor Pipeline Program candidates.*

Outcomes: *e. Guidance and Counseling Staff will place candidates in ECISD schools for practicums and internships.*

f. Guidance and Counseling Staff will provide practicum and intern supervision for candidates in the Counselor Pipeline Program.

Objective 2c: *ECISD will investigate developing a counselor apprenticeship within its apprenticeship program to enhance the ability to sustain the program.*

Outcomes: *g. Counselor apprentices will enroll as registered apprentices through the US Department of Labor.*

h. Funding From U.S. Department of Labor/Texas Workforce Commission.



Budget for the Ector County ISD School Counselor Pipeline Project

Budget Item	Amount Per Candidate	# Candidates	Total
Tuition & Fees	\$ 18,000.00	10	\$180,000.00
Certification Exam Fees	\$ 200.00	10	\$2,000.00
Interactive Practice Test	\$ 10.00	10	\$100.00
Totals	\$ 18,210.00		\$ 182,100.00

Note: Books are included in the cost of tuition & fees.

Potential Sources of Funding (Planned Requests)

Meadows Foundation	\$71,000 (3 year period)
Abell-Hanger Foundation	\$71,000 (3 year period)
ASU Carr Scholarship	\$40,100 (Individual Candidates would have to apply and qualify)

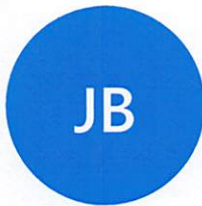
Deborah Ottmers

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Wednesday, October 30, 2024 6:10 AM
To: Deborah Ottmers
Subject: [External] Activity Fund Donation #153
Attachments: ck 1098 playgrounds etc_Jennifer Bizzell.pdf



Power Automate

Activity Fund Donation #153



Requested for Jennifer Bizzell
<Jennifer.Bizzell@ectorcountysd.org>

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

Superintendent approval required for a single donation/gift of \$10,000 or more.

Campus: 118 - Reagan Elementary Magnet
Principal/Non-Campus Administrator: Jennifer Bizzell
Name of Donor: Reagan PTA

Email/Phone of Donor: cjheap04@gmail.com

Donor Mailing Address: 2321 E. 21st

Donation Description: 20 X 20 Pavilion for playground

Type of Donation: ~~Check~~ *PTA paid for item*

Value*: \$19,413.14

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Purpose of Donation: pavilion for students on the playground

*Record value of item
199-00-5144
199-36-6639*

Item/Service: 20 x 20 pavilion

Purpose of Purchase: shade for students on playground

Date Created: Wednesday, October 30, 2024 11:09 AM GMT

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Microsoft Corporation, One Microsoft Way, Redmond, WA 98052





Playgrounds Etc.

1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date	Bid #
5/14/2024	31150

Name / Address

Ector County ISD
802 North Sam Houston
Odessa TX 79761

Notes to Client

Rep	Project Location	Project		
David Kitch	Reagan Elementary	Hip Shade		
Item	Description	Qty	Rate	Total
SRP-SHADE	24' x 24' x 10' tall hip shade embedded with glide elbows	1	\$9,706.00	\$9,706.00
Freight	Freight	1		\$2,150.00
Installation	Installation of items listed on this proposal	1		\$8,407.14
BuyBoard Discount	BuyBoard Discount, Vendor #679-22			-\$1,100.00

SubTotal \$19,413.14

Sales Tax (0.0%) \$0.00

Total \$19,413.14

Approval Signature: _____ Date: _____

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.

May 14, 2024

Page 1 of 1



October 1, 2024

**Reagan Elementary PTA
2321 E 21st Street
Odessa, TX 79761**

The following contract is for purchase, delivery, and installation of one hip shade.

FUNDING: Once the design is reviewed and accepted, the order can be placed. By signing this contract, all pricing is accepted. Any changes to the attached Bid (whether deletions or additions) may affect the entire bid and may require bid to be resubmitted.

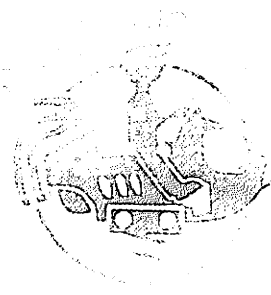
Total cost of this project is \$19,413.14. Funds to be remitted as follows: One-half of the total cost of the project is due upon signing contract. Current amount due is \$9,706.57.

The remaining amount due will be requested throughout the construction process. Progress payment requests will be sent to the owner for work completed or supplies delivered. Owner will have two (2) weeks to process payments to Playgrounds Etc from the date of request.

NOTE: In the event your site is not ready for installation at the time the equipment is delivered, the balance due on the equipment will be due and payable. Final balance will be due and payable upon installation of equipment.

In the event deficiencies are reported to **Playgrounds Etc** client may retain a percentage of final funding. Deficiencies are defined as limited shortage or broken parts received from manufacturer, installation of equipment that is shorted or damaged or cosmetic appearance issues where overall value is less than 10% of total project value. Retainage must be a reasonable percentage of remaining funds due to **Playgrounds Etc** however, no greater than 5% of remaining balance may be withheld. Once deficiencies have been corrected, remaining balance must be paid immediately upon delivery of final invoice.

CANCELLATION OF PROJECT: Once the contract has been signed, and the order placed, cancellation by the client of the order will result in a cancellation fee of 50%. If the contract has been signed, but the equipment has not been ordered, the cancellation fee will be limited to 10% of the total contract price. The balance of the amount paid to Playgrounds Etc less the 10% cancellation fee will be refunded to the client once client's check has cleared our bank.



DELIVERY OF EQUIPMENT: Delivery of this equipment will be to **Playgrounds Etc** location.

STORAGE OF EQUIPMENT: In the event that the client is not ready or is unwilling to allow **Playgrounds Etc** to proceed to the installation phase, upon receipt of the shipment, a storage fee will be assessed for items stored by **Playgrounds Etc** for any period in excess of 14 days. The storage fee will be based on the size of space required to store the shipment and any storage fees will be invoiced and must be paid 30 days in advance. If the client chooses to self-store any portion of the shipment at a facility other than a facility owned or controlled by **Playgrounds Etc** then **Playgrounds Etc** will not be held financially or otherwise responsible for any missing parts discovered during or after the time of storage. In addition, **Playgrounds Etc** will not be held financially or otherwise responsible for any damage that may occur during the time of storage when items are self-stored by the client.

Playgrounds Etc may take Photographs of the completed project and use them for advertising purposes.

INSTALLATION: Installation of this project will be a **Full Installation**. Full installation is as follows:

Qualified Installers will install equipment as soon as practicable after delivery of equipment.

Playgrounds Etc will provide the equipment and work force necessary to complete installation of your shades

Once the project is completed, customer has 24 hours to note any deficiencies and notify **Playgrounds Etc**. In the event deficiencies are reported to **Playgrounds Etc**, client may retain a percentage of final funding. Retainage must be a reasonable percentage of remaining funds due to **Playgrounds Etc**; however, no greater than 5% of remaining balance may be withheld. Once deficiencies have been corrected, remaining balance must be paid immediately upon delivery of final invoice.

ROCK CLAUSE: The depth of holes necessary for proper installation of playground equipment should not exceed three and one-half feet. In the event that rock is present at or below surface level (up to 3 ½ feet) larger equipment may be required for proper installation. If rental of additional equipment or sub-contractor is necessary, Client will be charged at cost only.

CONCRETE BORING: In the event concrete boring or coring is necessary, additional fees will be charged for any existing concrete with a depth greater than 3.5".

UNDERGROUND UTILITIES & LINES: Dig Test will be notified prior to start of installation. This company identifies most public utilities upon the right of way or easements leading up to your property.



HOWEVER, YOU ARE RESPONSIBLE FOR KNOWING OR DETERMINING THE LOCATION OF ALL OTHER UNDERGROUND OBSTRUCTIONS, INCLUDING, BUT NOT LIMITED TO UTILITIES, WATERLINES AND SPRINKLER SYSTEMS ON YOUR PROPERTY AND YOU ARE RESPONSIBLE TO CONVEY THIS INFORMATION TO OUR INSTALLERS AND TO PLAYGROUNDS ETC PRIOR TO THE START OF THE PROJECT. PLAYGROUNDS ETC LLC IS NOT RESPONSIBLE FOR ANY DAMAGE TO LINES, UTILITIES OR SPRINKLER SYSTEMS THAT MAY ARISE DURING CONSTRUCTION OF PLAYGROUND PROJECT.

NOTE: Digging by hand is sometimes necessary to ensure utility lines are not damaged as well as to ensure the safety of all personnel. Playgrounds Etc, understand that unforeseen costs are not always expected or considered when budgeting. Playgrounds Etc, is committed to only passing on extra costs when absolutely necessary to cover additional expenses.

In the event underground utilities intersect with the desired installation location requiring footings to be dug by hand, additional cost may be passed along to the client. It will be at the discretion of Playgrounds Etc, if and when footings need to be dug by hand.

OTHER: Installation price is based on normal soil condition. Unusual soil conditions that require the use of a jack hammer or other equipment will incur additional charges.

Installers will take all precautions to see that landscaping is not damaged during installation. In the event landscaping, turf, irrigation or other landscaping is damaged or moved because of restricted access to the installation site, Playgrounds Etc, LLC will not be responsible for any necessary repairs. Installers are not responsible for vandalism, security fencing, theft of equipment or subsequent repairs or replacement of any equipment loss due to theft or vandalism.

CUSTOMER RESPONSIBILITIES: Client must have site ready for installation crews to the specifications noted above. Any site preparation other than noted above is customer's responsibility. Installation price does not include removal of sand, gravel, grass or any other items that may hinder installation of equipment unless otherwise agreed and noted in this contract.

ENGINEERED DRAWINGS: All shades can be accompanied with only shop drawings upon request. However, if a wet sealed engineer's stamp will be required, there will be a fee and notification must be made prior to ordering the shade. Engineered RESA calculations can be obtained for an additional fee.



The items on the attached Bid Number 31150 are included as items purchased in this contract. If you are tax exempt, please sign and return the attached sales tax form with the signed contract and your check.

COLOR SELECTION:

Net - TBD
Post - TBD

CONTACT INFORMATION: Please include the following information when returning signed contract.

2321 E 21st Street Odessa TX 79761
Installation Address
jennifer.bizzell@ectorcounttyisd.org
Jennifer Bizzell 432-456-1189 Cell 432-661-2062
Primary Construction Contact: Name, Office #, Cell #, Email Address
(cell)
Michael Neiman 432-250-1415 michael.neiman@ectorcounttyisd.org
Secondary Construction Contact: Name, Office #, Cell #, Email Address
Gary Weatherford, ECISD Maint. 432-528-6688 (cell)
Please initial each page and then sign and date below. Contract Accepted by:
Courtney Heap 10/2/24
Sign Date
Courtney Heap
Print Name President, Reagan PTA
Joshua Bartlett 10/01/2024
Playgrounds Etc LLC Representative Date

PTA TEXAS CONGRESS-REAGAN MAGNET
2321 E. 21ST. ST.
ODESSA, TX 79761

Date October 20, 24 1098
88-2579/1113

Pay to the order of Playgrounds, etc \$19,413.14
Nineteen thousand four hundred thirteen & 14/100 DOLLARS



For inv# 30812

Courtney Sharp

⑆ 111325797⑆ 2210003089⑆

1098

Deborah Ottmers

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Friday, October 11, 2024 2:01 PM
To: Deborah Ottmers
Subject: [External] Donation Submission #145 - \$10,000 or more
Attachments: Donation Budget Template_Jeff Daniels.docx



Power Automate

Donation Submission #145 - \$10,000 or more

Requested for Daniels, Jeff <Jeff.Daniels@ectorcountysd.org>

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

Superintendent approval required for a single donation/gift of \$10,000 or more.



Campus: 952 - District Police Department
Principal/Non-Campus Administrator: Jeff Daniels
Name of Donor: ConocoPhillips
Email/Phone of Donor: EVG@conocophillips.com
Donor Mailing Address: Anna Riggle/Volunteer
Grants/ConocoPhillips
925 N. Eldridge Pkwy (SP1-4-S314) / Houston, TX 77079
1-281-293-1041

Donation Description: Volunteer Grant

Type of Donation: Check

Value*: \$15,000.00

Bullet Proof vests

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Purpose of Donation: To outfit ECISD 11 First Responders with bullet resistant equipment.

Item/Service: Bullet resistant vest.

Purpose of Purchase: To provide safety equipment for first responders that are responsible for responding to life threatening incidents.

Date Created: Friday, October 11, 2024 7:00 PM GMT

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Microsoft Corporation, One Microsoft Way, Redmond, WA 98052



ECISD Donation Budget Template



Name of Donor or Donation: Conoco Phillips

Donation Total: \$15,000.00

Item Description	Quantity	Cost per Unit	Total
Bullet proof vests	11	1354.80	14,902.80
		Grand Total:	14,902.80

Deborah Ottmers

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Monday, October 14, 2024 8:35 AM
To: Deborah Ottmers
Subject: [External] Donation Submission #146 - \$10,000 or more
Attachments: scan0093_Cristina Ruvalcaba.pdf



Power Automate

Donation Submission #146 - \$10,000 or more

Requested for Cristina Ruvalcaba
<Cristina.Ruvalcaba@ectorcountyisd.org>

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

Superintendent approval required for a single donation/gift of \$10,000 or more.



Campus: 112 - Hays Elementary
Principal/Non-Campus Administrator: Paula Dannheim
Name of Donor: Hays PTA
Email/Phone of Donor: yesenia.mitchell@yahoo.com

Donor Mailing Address: 1101 E Monahans Odessa Tx 79761

Donation Description: New Parking lot *repair 199-005144-00-112-D*
Type of Donation: Physical items *Rev+Exp 199-51-6299-00-112-99*

Value*: \$11,852.00

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Purpose of Donation: Parking lot needs some work.

Item/Service: New parking lot pavement and lines painted

Purpose of Purchase: The parking lot is getting worse by the day. We are going to provide the facelift it needs. We are painting the lines and getting more DO NOT ENTER signs plus fixing any pot holes.

Date Created: Monday, October 14, 2024 1:34 PM GMT

[Approve >](#)

[Reject >](#)

View this Approval on the Power Automate Portal [here](#)

Get the Power Automate app to receive push notifications and grant approvals from anywhere. [Learn more](#)

Did you find this email helpful? [Yes](#) [No](#)

[f](#) [X](#) [v](#) [in](#)

[Privacy Statement](#)

Microsoft Corporation, One Microsoft Way, Redmond, WA 98052

 **Microsoft**



SEAL COAT BID



Hotmix Asphalt
Seal Coating
Resurfacing
Patchwork

DATE 09-24-2024

Call for Free Estimate

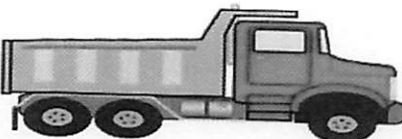
Mickey Hernandez

432-661-5511

mickey@rudispaving.com

"Doing it right the first time!"

MIDLAND/ODESSA



ASPHALT PAVING & SEAL COATING
LICENSED • BONDED • INSURED

CONTRACT • INVOICENAME YESENIA MITCHELL

Job Location (If different)

ADDRESS 1101 E MONAHANS STNAME HAYS STEAM ELEMENTARYCITY ODESSA ST. TX ZIP 79761ADDRESS 1101 E MONAHANS ST

CELL #

WORK #

CITY ODESSA ST. TX ZIP 79761**DESCRIPTION OF SERVICE****SEAL SCOPE**

- 1.) CLEAN AREA THOROUGHLY
 - 2.) APPLY SEAL COAT EVENLY
 - 3.) ALLOW TIME TO CURE
 - 4.) APPLY PARKING STALLS
 - 5.) APPLY ADA PARKING STALLS
 - 6.) APPLY NO PARKING AREAS
 - 7.) APPLY "DO NOT ENTER"
- APPROX 33,150 SQFT

Respectfully Submitted By Mickey Hernandez 432-661-5511

SPECIAL INSTRUCTIONS: RUDIS PAVING LLC
P.O BOX 3589
Make Check Payable To: ODESSA, TX 79760

Total below due upon completion unless arrangements made Prior to start of work above.

All guarantee's shall be limited to replacement of material & application of the same paid on completion.

All above prices & specifications are satisfactory and I authorize Rudis Paving to perform the work outline above on my property.

SUBTOTAL \$ 11,852.00TAX % \$ TEDEPOSIT \$ 4,148.20TOTAL \$ 11,852.00

PROPERTY OWNER SIGNATURE

Mickey Hernandez
AUTHORIZED BY Mickey Hernandez

****NO DEPOSIT REQUIRED IS PAID ON JOB COMPLETION****

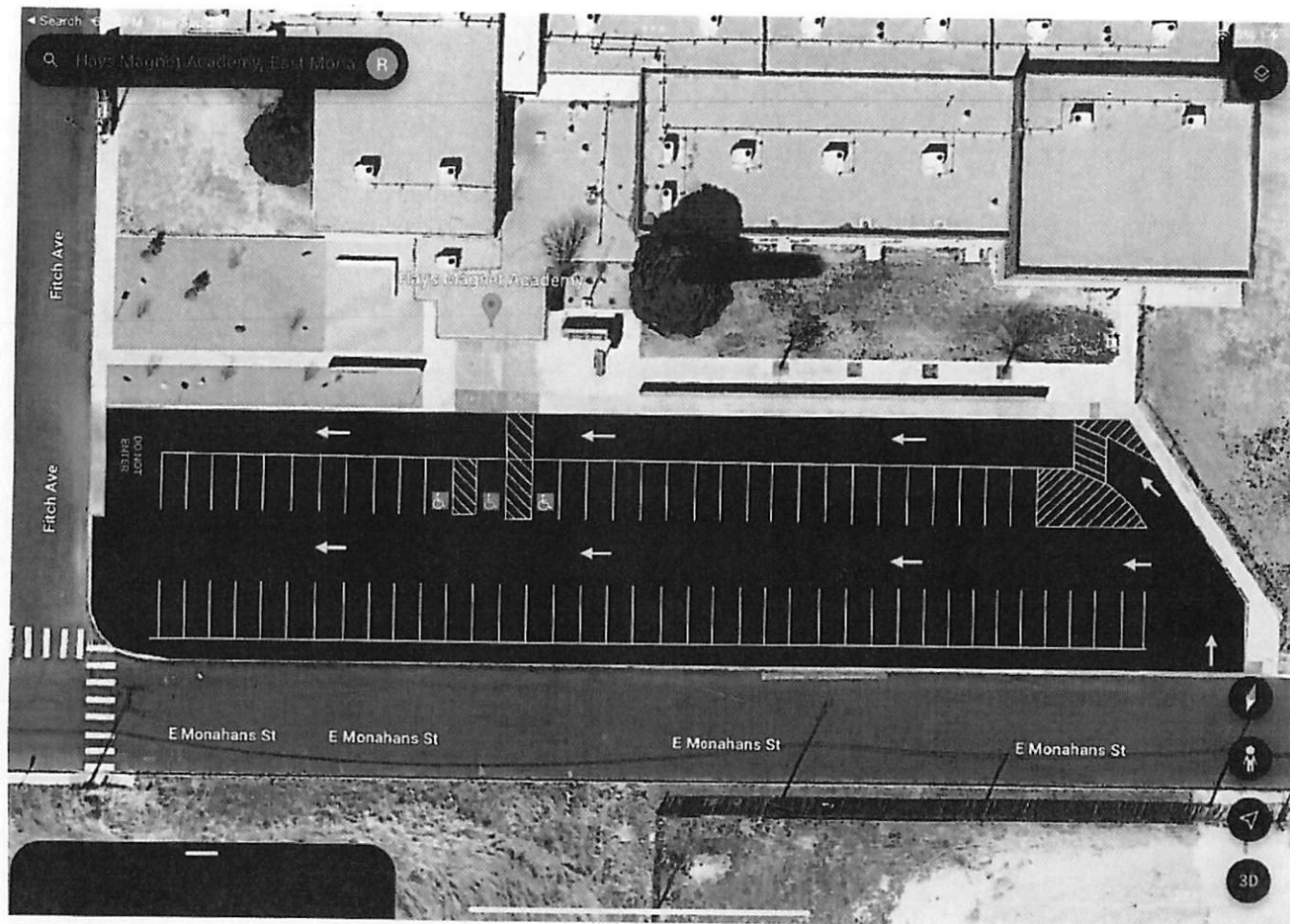
ECISD Donation Budget Template



Name of Donor or Donation: Hays PTA

Donation Total: \$ 11,852.⁰⁰

[illegible]



SEAL SCOPE

- 1.) CLEAN AREA THOROUGHLY
 - 2.) APPLY SEAL COAT EVENLY
 - 3.) ALLOW TIME TO CURE
 - 4.) APPLY PARKING STALLS
 - 5.) APPLY ADA PARKING STALLS
 - 6.) APPLY NO PARKING AREAS
 - 7.) APPLY "DO NOT ENTER"
- APPROX 33,150 SQFT

TOTAL: \$11,852.00