

**Agreement
between
Ector County Independent School District
and
Texas Tech University
Agreement Number 22-0200**

This Agreement, by and between Ector County Independent School District (hereinafter referred to as “SPONSOR”), whose principal place of business is 802 N. Sam Houston, Odessa, Texas 79761, 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 Exhibit A):

Prime Award Number: 216945677110009
Prime Award Sponsor: Texas Education Agency (TEA)
Project Title: 2022-2023 Principal Residency Cycle 5
Project CFDA Number: 84.367A
Project FAIN Number: S367A210041
SPONSOR Principal Investigator: Ashley Osborne
TTU Principal Investigator: Dr. 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 Exhibit B, which by this reference is incorporated herein.

ARTICLE 2. PERIOD OF PERFORMANCE

The term of this Agreement shall commence 06/01/2022 and terminate 5/31/2023, 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 \$28,998.00. 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 Exhibit C.

ARTICLE 4. SPONSOR PRINCIPAL INVESTIGATOR

Ashley Osborne, 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 Dr. 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 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:

Dusty Bauman
Accounts.payable@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 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, SUBRECIPIENT'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 and TTU acknowledge that both parties must comply with the Texas Public Information 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
Dr. Irma Almager
Deducational Psychology Leaders
Texas Tech University
College of Education Room 316
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

Cui Romo, J.D., CRA
Senior 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 SPONSOR

I. Subrecipient Investigator

Ashley Osborne
Executive Director of Talent and Development
802 N. Sam Houston
Odessa, Texas 79761
432-456-0000
Ashley.Osborne@ectorcountyisd.org

II. Financial Contact

Dusty Bauman
Accounting Supervisor
802 N Sam Houston
432-456-0081
Accounts.payable@ectorcountyisd.org

III. Authorized Representative

Josette Dobbins
Ector County Superintendent
802 N Sam Houston
432-456-0000
Josette.dobbins@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:**

Josette Dobbins
Josette.Dobbins@ectorcountyisd.org

Kellee Smith
Sr. Research Contract Specialist

Date

Date

Insert **NOGA**

Exhibit A

Exhibit B

Scope of Work

1. Dedicate and provide a TTU College of Education (TTUCOE) faculty coach (faculty coach) to provide a minimum of six on-site coaching sessions at participating ISD and a Principal Fellow (PF). The Principal Fellow is a principal intern that has been admitted to the TTUCOE 15-month job embedded residency program. 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 the 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 UUT faculty coaches.

Exhibit C Budget

Annual Budget Summary				
Proposal Budget				
Project title:		Principal Fellows - Ector County ISD		
Budget Period Start:		June 1, 2022	Budget Year	1
Budget Period End:		May 31, 2023		
Revision Date:		6/7/22 7:06 AM		
Submitted by:				
Texas Tech University		EP&L		
Principal Investigator/Project Director				Budget Period Totals
Irma Almager				
6Z0	Faculty Salaries			20,000
6Z0	Other Salaries			-
6Z0	1	Staff Salaries	-	
6Z0	2	Other Salaries	-	
6Z0	3	Graduate Students	-	
6Z0	4	Undergraduate Students	-	
6Z0	Subtotal, Salaries and Wages (A + B)			20,000
6B4	Payroll Related Costs (Fringe Benefits)			5,100
---	Total Salaries, Wages, and Fringe Benefits (A + B + C)			25,100
7J0	Capital Acquisitions (excluded from MTDC)			-
---	Total Travel			1,750
7B0	1	In-State Travel Domestic Travel	1,750	
7B1	2	Out-of-State Domestic Travel	-	
7B2	3	Foreign Travel	-	
---	Participant Support Costs (excluded from MTDC)			-
---	Other Direct Costs			
7C0	1	Materials and Supplies	-	
7F0	2	Repair and Maintenance	-	
7F1	3	Repair and Maintenance (Other) -- Physical Plant Charges	-	
7H0	4	Publication Costs/Documentation/Dissemination	-	
7--	5	Subawards subject to F&A rate	-	
7--	6	Subawards not subject to F&A rate (excluded from MTDC)	-	
7P2	7	Graduate Tuition and Fees (excluded from MTDC)	-	
---	8	Other costs, subject to F&A rate	-	
7A0	9	Professional Service Agreements, subject to F&A rate	-	
---	10	Other costs, not subject to F&A rate (excluded from MTDC)	-	
7G0	11	Rental of research space and equipment (excluded from MTDC)	-	

---	Subtotal, Other Direct Costs		-
---	Total Direct Cost		26,850
---	Modified Total Direct Cost		26,850
---	(Total Direct Costs less Capital Acquisitions, Participant Costs, Amount of Subawards >\$25K, Graduate Tuition and Fees, and Other, not subject to F&A)		
---	Facilities & Administrative (F&A) Cost Rate	8.00%	
---	F&A Cost Basis	Modified Total Direct Cost	26,850
7U0	Facilities & Administrative Costs (Cost Rate * Cost Basis)		2,148
	Total Budget Period Costs (Direct + F&A)		\$ 28,998