

**Agreement #23-0806-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:	236945677110003
Prime Award Sponsor:	Texas Education Agency
Project Title:	2023-2024 Principal Residency Grant, Cycle 6
Project CFDA Number:	84.367A
Project FAIN Number:	S367A220041
SPONSOR Principal Investigator:	Jaime Miller
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 September 01, 2023 and terminate August 31, 2024 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 \$22,042.00. 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

Jaime Miller, 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:

Name Deborah Ottmers
Chief Financial Officer
Email 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, 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 acknowledges that TTU 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. TTU will be reimbursed for any noncancelable obligations properly incurred up to the date of notice 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 #
Lubbock, TX 79409-
Telephone: (806) 834-
Email:

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 SUBRECIPIENT

I. Subrecipient Investigator
Name Jaime Miller
Title Executive Director of Talent Development
Address 802 North Sam Houston
Phone 432: 456-0081
Email Jaime.miller@ectorcountyisd.org

II. Financial Contact
Name Jerry Mahana
Title Director of Purchasing
Address 802 North Sam Houston
Phone 432-456-9711
Email jerry.mahana@ectorcountyisd.org

III. Authorized Representative
Name Sarah Harrison
Title Administrative Assistant
Address 802 North Sam Houston
Phone 432: 456-0081
Email sarah.harrison@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 does not waive sovereign immunity by its execution of or by any conduct of its representatives under this agreement, and the dispute resolution process does not affect TTU's right to assert all claims and defenses in a lawsuit.

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:**

Superintendent of Schools

Kellee Smith
Senior Research Contract Specialist

Date

Date

Attachment A
Notice of Prime Award

Attachment B
Scope of Work

Attachment C
Budget