



May 6, 2024

Dr. Scott Sheppard, Superintendent  
Huntsville Independent School District  
441 FM 2821 East  
Huntsville, TX 77320-9298

Dear Dr. Sheppard:

We are pleased to inform you that the Board of Directors of The Powell Foundation ("The Foundation") has authorized a grant to **Huntsville Independent School District** ("Grantee") in the amount of **\$175,000** (the "Grant"), subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations and other provisions set forth in this letter (the "Letter Agreement").

The following terms, conditions, agreements, warranties, representations, and other provisions either relate to or are attached to the Grant:

- 1) Grantee agrees that the Grant is to be used solely for the charitable purpose (the "Grant Purpose") set out in the attached Grant Award Summary. **Grantee affirms that the Grant Award Summary correctly reflects the agreement reached between The Foundation and Grantee regarding the terms and purposes of the Grant.**
- 2) The term of the Grant begins on **May 15, 2024** and ends on **May 1, 2025**.
- 3) The Grant will be paid in **1 installment[s]** as follows: within 14 days of The Foundation's receipt of this Letter Agreement countersigned by Grantee and all required supporting documentation.
- 4) Grantee will provide the balance of the funds necessary to carry out the Grant Purpose in full. Grantee warrants that Grant funds will only be used for the Grant Purpose and in accordance with the budget submitted with the Grant proposal. Grant funds may only be used for purposes allowed by the IRS relating to grants from private foundations.
- 5) Grantee agrees to provide financial and programmatic reporting to The Foundation in writing. All such reports will be prepared and provided to The Foundation in accordance with the report guidelines and deadlines issued through The Foundation's grants management system, detailing items such as the progress that was made in accomplishing the purpose of the Grant and the manner in which the Grant funds were spent. Failure to submit financial and programmatic reports in a timely fashion may delay the disbursement of future grant payments. Grantee will also provide a final report of the overall financial status and program performance of the Grant project in a form consistent with the same guidelines. The deadline for submission of the final report is: **May 1, 2025**.
- 6) Grantee agrees to respond to any record requests pertaining to the Grant and to provide any information regarding the Grant required in connection with any examination of The Grant or The Foundation by any governmental or other legal authority, including without limitation any inquiry by the Internal Revenue Service or the Attorney General of any state.
- 7) If requested by The Foundation, Grantee agrees to provide The Foundation with copies of Grantee's financial statements, complete Forms 990 with any related IRS filings, and/or annual reports for the year(s) during which Grantee holds or expends Grant funds. Financial records pertaining to the Grant, such as receipts and documentation evidencing the nature of disbursements made in connection with the Grant, shall be maintained for at least four years from **May 1, 2025** and are subject to inspection by The Foundation during that period.

- 8) If requested by The Foundation, Grantee agrees that upon reasonable notice, representatives of The Foundation may make site visits to the Grantee's offices or Grant Project sites in order to observe in person the progress made toward the goals stated in the Grant Award Summary.
- 9) Grantee warrants and represents the following to be true at the time Grantee accepts the provisions of this Letter Agreement:
  - a) Grantee is an organization described in Section 501(c)(3) or a governmental unit described in Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code") (hereinafter all section references are to Sections of the Code or corresponding provisions of predecessor or successor federal tax laws);
  - b) Grantee is not a "private foundation" within the meaning of Section 509(a);
  - c) Grantee qualifies as a Type I, II or functionally integrated Type III supporting organization as defined under 509 (a) (1), (2), or(3), and (ii) to Grantee's knowledge, Grantee and the organization(s) supported by Grantee are not controlled by disqualified persons of The Foundation; and
  - d) Grantee's acceptance of the provisions of this Letter Agreement will not affect adversely Grantee's status as (i) an organization described in Section 501(c)(3) or Section 170(c)(1) or (ii) an organization which is not a "private foundation" within the meaning of Section 509(a).
- 10) Grantee agrees to furnish The Foundation with any information concerning a proposed, anticipated, or actual change in Grantee's tax-exempt status described in paragraph (9).
- 11) Grantee agrees to notify The Foundation immediately of any change in Grantee's status, personnel, or financial condition that may impair the ability of Grantee to comply with or fulfill its obligations under this Letter Agreement.
- 12) Grantee agrees to pay to The Foundation an amount equal to any portion of the Grant that is not used for the Grant Purpose unless such use is otherwise authorized in advance and in writing by The Foundation. If any of the warranties and representations made by Grantee in this Letter Agreement is or becomes untrue in any respect, or if Grantee fails to comply with its responsibilities under this Letter Agreement, Grantee agrees to repay to The Foundation, upon The Foundation's request, any unexpended portion of the Grant as well as the amount of any expenditure made with Grant funds that is inconsistent with the terms of this Letter Agreement.
- 13) Grantee acknowledges that no benefits of goods or services will be given to The Foundation in consideration of the Grant.
- 14) The Foundation desires that all resources of Grantee be dedicated to accomplishing its philanthropic purposes. Accordingly, Grantee agrees that it will not recognize The Foundation, its board members or staff, or the Grant with certificates, plaques, or similar mementos.
- 15) Grantee may release information regarding the Grant without The Foundation's prior approval provided that, at the time of such release, Grantee is in compliance with the provisions of this Letter Agreement. However, Grantee must obtain The Foundation's prior approval for press releases. Grantee shall furnish The Foundation with copies of any releases of information regarding the Grant promptly upon release.
- 16) If Grantee fails to comply with any of the provisions of this Letter Agreement, any and all obligations of The Foundation to make any further distributions or payments to Grantee shall terminate, regardless of whether such distributions or payments (i) are to be made as a part of the Grant or any other grant made by The Foundation to Grantee or (ii) have been previously promised or pledged. In the event of such termination, Grantee may no longer be eligible to receive further grants from The Foundation.
- 17) It is not a waiver of Grantee's default if The Foundation fails to declare immediately a default, or delays taking any action, in response to the Grantee's failure to comply with the terms of this Letter Agreement.

18) This Letter Agreement shall be binding upon The Foundation and Grantee and their respective successors and assigns.


An authorized representative of Grantee should (i) execute both of the enclosed copies of this Letter Agreement acknowledging Grantee's agreement to the representations, terms and conditions set forth in this Letter Agreement and (ii) return one acknowledged copy to The Foundation.

On behalf of the Board of Directors, please accept our best wishes. It is a privilege to work with you.

Sincerely,



Eleisha Nelson-Reed  
Executive Director



Katherine Osborne Valdez  
Board President

**ACCEPTED AND AGREED:**

**Huntsville Independent School District, Grantee**

**By:**

  
L. Scott Sheppard (May 6, 2016 14:25 CDT)

**Signature**

May 6, 2024

**Date**

Dr. Scott Sheppard

**Printed Name**

Superintendent

**Title**



## Huntsville Independent School District Spring 2024 Grant Award Summary

Please retain this document for your records. The Grant goals are included below. In your online End of Grant Report, you will be asked to report results for each target as of the end of the grant term. You will also have the opportunity to include a narrative summary of completed activities and results. Please reach out to your respective program officer immediately should any circumstances affect your organization's ability to carry out your proposed grant activities or if any circumstances necessitate a modification to the goals detailed below.

Organizations that wish to request funding in future grant cycles before this Grant ends will be asked to provide a progress report on the goals listed below as a part of the grant application.

| <b>Grant Purpose:</b> (Project) To support the professional learning needs of principal and campus leaders (\$125K) and (Project) to enhance student-teacher communication and relationship building to improve student outcomes (\$50K) in the 2024-25 school year.   |   |  |               |
|--|---|--|---------------|
| <b>Amount Awarded:</b> \$175,000   |   | <b>Designation Awarded:</b> Specific Project (\$125K), Specific Project (\$50K)  |               |
| <b>Grant Agreement Begins:</b> May 15, 2024  |   | <b>Grant Agreement Ends:</b> May 1, 2025   |               |
| <b>Grant Report Information:</b> You will be assigned an online End of Grant Report form with a due date of May 1, 2025. Details will be provided via email as your grant anniversary approaches. The organizational contact for this specific request must remain current in our grants system to ensure that notifications are received. |   |  |               |
| <i>Goal</i>  | <i>Metric</i>                                   | <i>Description</i>   | <i>Target</i> |
| 1.   | % of K-12 student attendance                    | To increase student attendance for grades K-12 by 2% for the 2024-2025 school year (from 92 to 94) through the implementation of the CKH (Capturing Kids' Hearts) principles.  | 94            |
| 2.   | % of decrease in student disciplinary referrals | For the 2024-2025 school year, through the implementation of the CKH principles, decrease student disciplinary referrals by 10% for grades K-12.   | 10            |
| 3.   | Increase accountability rating from C to a B.   | For the 2024-2025 school year, with the effective implementation of the PLC processes, we will improve STAAR academic performance of students in assessed grades 3rd-12th from a district rating of a C to a B. (1=complete, 0=incomplete) | 1             |
| 4.   | % of decrease in teacher turnover               | For the 2024-2025 school year, with the implementation of PLC best practices, we will increase the teacher retention rate and decrease turnover rate by 5%.  | 5             |
| 5.   | # of teachers & leaders developed               | For the 2024-2025 school year, the combined total number of teachers trained for Capturing Kids Hearts (~180) and leaders trained by Solution Tree (~45).  | 225           |