

Deborah Ottmers

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Tuesday, January 7, 2025 1:01 PM
To: Deborah Ottmers
Subject: [External] Donation Submission #187 - \$10,000 or more
Attachments: 20241218_MEMORANDUM OF UNDERSTANDING_Celeste Potter.pdf



Power Automate

Donation Submission #187 - \$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: 705 - ECISD Development Office
Principal/Non-Campus Administrator: Celeste Potter
Name of Donor: Education Foundation
Email/Phone of Donor:
educationfoundation.odessa@outlook.com
Donor Mailing Address: PO Box 951
Odessa, Texas 79760

Donation Description: Donation - Education Foundation Staff

Position

Exec Director 1/2 salary for 1/2 yr

Type of Donation: Check

Value*: 33,762

*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 reimburse district for 1/2 of Executive Director for Education Foundation staff position. Will be paid in two installments (January and July) each year.

Item/Service: To reimburse district for 1/2 of Executive Director for Education Foundation staff position

Purpose of Purchase: NA

Date Created: Tuesday, January 7, 2025 7:00 PM GMT

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Deborah Ottmers

From: Deborah Ottmers
Sent: Friday, October 11, 2024 2:13 PM
To: Keeley Boyer; Matthew Spivy
Cc: Deborah Ottmers
Subject: FW: Executive Director of Development

From: Jennifer Moran <Jennifer.Moran@ectorcountyisd.org>
Sent: Friday, October 11, 2024 2:06 PM
To: Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>
Subject: RE: Executive Director of Development

6119 \$ 121,239.00
6141 \$ 1,758.00
6142 \$ 4,560.00
6143 \$ 376.00
6146 \$ 7,115.00

Benefits \$ 13,809.00

Base w/Benefits \$ 135,048.00

$\div 2 \div 2 = \$ 33,762$



Director of Position Control
Ector County Independent School District
Finance Department | 432-456-9357

From: Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>
Sent: Friday, October 11, 2024 1:52 PM
To: Jennifer Moran <Jennifer.Moran@ectorcountyisd.org>
Cc: Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>
Subject: FW: Executive Director of Development

Can you get this to me pls

Thanks,

Deborah Ottmers, CPA, RTSBA
Chief Financial Officer
Ector County ISD

802 N. Sam Houston
Odessa, TX 79761
deborah.ottmers@ectorcountyisd.org
432-456-9491 office

From: Keeley Boyer <Keeley.Boyer@ectorcountyisd.org>
Sent: Friday, October 11, 2024 12:45 PM
To: Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>; Matthew Spivy <Matthew.Spivy@ectorcountyisd.org>
Subject: Executive Director of Development

Deborah and Matt,

Can one of you tell me the total position cost for Celeste Potter in the ED of Development position?

Keeley S. Boyer, Ed.D.
Interim Superintendent | Ector County ISD
802 N. Sam Houston | Odessa, TX 79761
keeley.boyer@ectorcountyisd.org

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the **Ector County Independent School District** ("ECISD" or "District") and the **Ector County ISD Education Foundation, Inc. (dba, Education Foundation of Odessa)** ("Foundation") Board of Directors, an independent 501(c)(3) nonprofit organization, desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

A. **Public Purposes:** ECISD has identified the following educational public purposes for its support of the Foundation:

1. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must seek alternative sources of revenue in order to continue and/or enhance its quality education programs.
2. Maximization of alternative revenue sources requires strong community support.
3. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
4. Continuation of the momentum achieved in maximizing alternative revenue sources for academic programming through the Foundation requires continual commitment from the District.
5. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.

B. **District Commitment:** The District agrees to continue providing the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented.

1. Contribute 50% of the salary and benefits for the District employee serving the Foundation as their Executive Director.
2. Provide adequate office space facilities and utilities for the Foundation's administrative office(s).
3. Provide all or a portion of the equipment used by the District employee serving the Foundation.
4. Ensure that the District employee serving as the Foundation's Executive Director dedicates 100% of the employee's job duties to serving the Foundation, in accordance with the District's job description for this position.

C. **Foundation Responsibilities:**

1. Contribute 50% of the salary and benefits for the District employee serving the Foundation as their Executive Director. Payment is to be submitted by the Foundation to ECISD in January and July of each year.
2. The Foundation agrees that services provided by the District personnel to the Foundation will benefit solely the District and the children of Ector County.
3. The Foundation will use its best efforts to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.
4. The Foundation agrees that it will require the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
5. The Foundation has fiduciary responsibility for the operation of the Foundation and the authorization of the expenditures of funds.

D. Controls: The District and the Foundation agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

1. The Executive Director of the Foundation and any support personnel serving the Foundation shall be employees of the District and will adhere to the same policies and expectations as other District staff.
2. The Foundation shall abide by all District policies and procedures related to facility and equipment use, personnel, public information, and all other applicable policies.
3. The Foundation shall provide proof of D&O insurance, for its legal, insurance and financial advisors and an annual audit of finances after the conclusion of each fiscal year.
4. The Foundation will be responsible for the annual evaluation of the Executive Director, which the District will take into consideration when making employment decisions concerning or affecting this employee.
5. The Foundation understands that, as a result of the District's investment in the Foundation, the Foundation's documents are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Information Act.

6. The relationship of District and Foundation is limited to that which is set forth herein. No action(s) or undertaking(s) of either party will be construed to create or suggest a partnership, expressed or implied. As separately incorporated organizations, neither District nor Foundation intends nor will either District or Foundation profess a right to obligate or bind the other party; any suggestion of such, orally or in writing, will be considered void and of no further legal effect.
- E. Term: The term of this Memorandum of Understanding shall be for a period of one year commencing on the effective date (the date of the last signature below), subject to the automatic annual extension of the anniversary date of the effective date each year thereafter unless either party elects not to so extend by written notice to the other no later than 90 days prior to the anniversary date.
- F. Termination: Either party may terminate this MOU following the provision of 90 days' written notice to the other party.
- G. Entire Agreement: This MOU constitutes the entire agreement between the parties pertaining to the subject matter of this MOU and supersedes all prior or contemporaneous agreements and memorandums of understanding of the parties in connection with the subject matter. No modification of this MOU shall be effective unless made in writing, and approved and signed by both parties.
- H. Governing Law and Venue: This agreement shall be governed by the laws of the State of Texas and venue for any dispute hereunder shall lie in Ector County, Texas.

AGREED TO this 17 day of December, 2024.

Ector County Independent School District

By: _____

Title: ECISD Board President

Date: December 17, 2024

Education Foundation of Odessa

By: _____

Title: President

Date: December 11, 2024

Deborah Ottmers

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Friday, January 10, 2025 12:04 PM
To: Deborah Ottmers
Subject: [External] Donation Submission #191 - \$10,000 or more
Attachments: Signed Partnership Agreement_Celeste Potter_Celeste Potter.pdf



Power Automate

Donation Submission #191 - \$10,000 or more

Requested by 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: 705 - ECISD Development Office
Principal/Non-Campus Administrator: Celeste Potter
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: Inspiration Station Staff Salary Donation

Type of Donation: Check

Value*: 27,775

Fund 482 + \$4,103 = \$31,878

*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: Director of STEAM Initiatives & Special
Projects salary donation
Item/Service: Staff salary & benefits
Purpose of Purchase: NA

Date Created: Friday, January 10, 2025 6:03 PM GMT

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PARTNERSHIP AGREEMENT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into by and between the **Ector County Independent School District ("ECISD")** and the **Education Foundation of Odessa ("Foundation")** Board of Directors, for the purpose of participating in the planning and implementation process of the **Inspiration Station** project.

The success of the Inspiration Station project is greatly dependent on strong collaboration and highly engaged partnerships with local stakeholders, community members and project partners. As such, the Foundation will form a Committee to help guide the project.

RESPONSIBILITIES AND EXPECTATIONS

For this project, the Foundation serves as the "lead" organization. As a lead organization, the Foundation is responsible for the following:

- Coordinate design and implementation activities for the Inspiration Station project, including but not limited to organizing working committees, focus groups, interviews of key stakeholders, etc.;
- Facilitate communications and information sharing with ECISD and other stakeholders;
- Drafting and completing the Inspiration Station project implementation plan;
- Measuring key outcomes and indicators for Inspiration Station implementation;
- Oversee the implementation of the Inspiration Station project over the next three-year project period;
- Donate the "Inspiration Stations" vehicle(s) as shown on the attached Exhibit "A" to ECISD
- Ensure adequate funding is available over the next three-year project period which shall cover the costs and expenses of:
 - o One (1) full time staff member employed by ECISD (the "Staff Member" as defined below)
 - o One (1) part time staff member employed by ECISD (the "Part-Time Staff" as defined below)
 - o Inspiration Station vehicle(s)
 - o Maintenance
 - o Fuel
 - o Educational modules and consumables
 - o Marketing

Under this agreement, ECISD agrees to:

- Support the coordination of the design and implementation through the Education Foundation.
- Provide an adequate and secure location for Inspiration Station and all project materials to be stored;
- Provide one (1) full-time and one (1) part-time dedicated staff members to support the Inspiration Station project planning and implementation funded by the Education Foundation (the "Staff Members");

- The Staff Members shall be employed by ECISD, and shall be under the direct supervision of the Executive Director of Development for ECISD who serves as the acting Executive Director of the Education Foundation;
- For clarification purposes, the Staff Members hours and responsibilities shall be at the direction of the acting Executive Director of the Education Foundation, however, the Staff Members shall be employees of ECISD and under the ultimate control of ECISD;
- Share data as needed to support the planning and implementation efforts of the Inspiration Station project, following the proper district protocols for data sharing;
- Provide a monthly report to the Education Foundation with detailed activity logs, which will include, but is not limited to, date, time, and location of use; number of individuals impacted, content shared, and feedback.
- Provide marketing support, including but not limited to a calendar of events, social media posts, advertisements, and other media coverage.
- Establish a project-working group whose primary function will be to research innovative ways to utilize the Inspiration Station and provide new learning and community outreach opportunities for long-term sustainability.

TIME PERIOD

This Memorandum of Understanding shall follow the project time period, beginning upon signing this document and remaining in place through February 13, 2027.

TERMINATION

Either party shall have the right to terminate this agreement within 30 days written notice. Upon such termination, the Inspiration Station vehicle(s) and all related property shall be returned to the Foundation and parties shall be released of all rights and obligations hereunder.

In Witness Whereof, parties have executed this Memorandum of Understanding as of the date first written above.

Ector County Independent School District
 By: [Signature]
 Title: Superintendent
 Date: 2-20-24

Education Foundation of Odessa
 By: [Signature]
 Title: President
 Date: 2-21-24

Deborah Ottmers

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Tuesday, January 7, 2025 12:57 PM
To: Deborah Ottmers
Subject: [External] Donation Submission #186
Attachments: Signed Partnership Agreement_Celeste Potter 1.pdf



Power Automate

Donation Submission #186

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: 705 - ECISD Development Office
Principal/Non-Campus Administrator: Celeste Potter
Name of Donor: Education Foundation

Email/Phone of Donor:
educationfoundation.odessa@outlook.com

Donor Mailing Address: PO Box 951
Odessa, Texas 79760

Donation Description: Donation - Inspiration Station Staff *aide*

Type of Donation: Check

Value*: 4103 *Fund 482*

*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: Donation to ECISD for part-time aide position to support Inspiration Station
Item/Service: Donation to ECISD for part-time aide position to support Inspiration Station
Purpose of Purchase: NA

Date Created: Tuesday, January 7, 2025 6:56 PM GMT

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 Microsoft



Deborah Ottmers

From: Microsoft Power Automate <flow-noreply@microsoft.com>
Sent: Wednesday, January 8, 2025 4:43 PM
To: Deborah Ottmers
Subject: [External] Donation Submission #189 - \$10,000 or more
Attachments: donation budget template_Leticia Bernal.pdf



Power Automate

Donation Submission #189 - \$10,000 or more

Requested by Leticia Bernal
<Leticia.Bernal@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: 856 - Student Addistance Services
Principal/Non-Campus Administrator: Letty Bernal
Name of Donor: Hemphill Charitable Foundation
Email/Phone of Donor: unknown
Donor Mailing Address: P.O. Box 3627
Odessa, Texas 79760
Donation Description: Hemphill Charitable Foundation
Type of Donation: Check
Value*: 10000

*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: Assist needy students with uniforms,

school supplies and cap and gowns

Item/Service: Assist needy students with uniforms, school supplies and cap and gowns

Purpose of Purchase: To provide our needy students with basic needs; clothing, school supplies, backpacks and cap and gowns for graduates that are in need.

Date Created: Wednesday, January 8, 2025 10:43 PM GMT

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