



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
 068901
 OTHER REVENUES:
 GRANTS FROM PRIVATE SOURCES
 CDC (EXHIBIT) A (Reg)

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.

Campus: 889 - School Leadership
Principal/Non-Campus Administrator: Keeley Boyer
Name of Donor: Education Foundation/Permian Strategic Partnership, Inc.
Email/Phone of Donor: tracee@permianpartnership.org
Donor Mailing Address: PO Box 52640 Midland, TX 79705
Donation Description: Principal Internship Program Fund 476 Proj 47625
Type of Donation: Check
Value*: \$1,500,000.00

*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: Principal internship positions
Item/Service: Principal internship positions
Purpose of Purchase: Principal internship positions
Account Number: 476-00-57xx-xx-xxx-xx-47625
Amount: \$75,000.00
 2nd Account (if necessary): 476-23-61xx-xx-xxx-99-47625
 Amount for 2nd Account (if necessary): \$75,000.00
 3rd Account (if necessary):
 Amount for 3rd Account (if necessary):

Approver	Response	Date	Comment
Deborah Ottmers	Approve	9/12/2024 4:05 PM	PSP funded the Education Foundation who will provide \$75k four times a year for 5 years to the Education Foundation to pay for Principal Intern salaries.
Celeste Potter	Approve	9/12/2024 3:46 PM	NA
Dusty Baumann	Approve	9/12/2024 3:23 PM	NA
Keeley Boyer	Approve	9/12/2024 4:17 PM	Approved



Approvals | Power Automate

Donation Submission #95 - \$10,000 or more

Requested by **Kimberly Byers (Finance)** <Kimberly.Byers@ectorcountytisd.org>

Date Created Thursday, September 12, 2024 3:13 PM

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: 889 - School Leadership

Principal/Non-Campus Administrator: Keeley Boyer

Name of Donor: Education Foundation/Permian Strategic Partnership, Inc.

Email/Phone of Donor: tracee@permianpartnership.org

Donor Mailing Address: PO Box 52640 Midland, TX 79705

Donation Description: Principal Internship Program Fund 476 Proj 47625

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Purpose of Donation: Principal internship positions

Item/Service: Principal internship positions

Purpose of Purchase: Principal internship positions

Account Number: 476-00-57xx-xx-xxx-xx-47625

Amount: \$75,000.00

2nd Account (if necessary): 476-23-61xx-xx-xxx-99-47625

Amount for 2nd Account (if necessary): \$75,000.00

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 \$1,500,000 (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 Ector County Independent School District ("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 Grantee 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 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. Grantee may not change the Scope of Work 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. Additional terms and conditions forming a part of this Agreement are set forth in Exhibit C (applicable to ECISD) and Exhibit D (applicable to Grantee).

[SIGNATURES ON FOLLOWING PAGE]

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

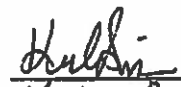
PERMIAN STRATEGIC PARTNERSHIP INC.

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

ECTOR COUNTY ISD EDUCATION FOUNDATION, INC.

By:  Date: 12-5-23
Name: LISA WYMAN
Title: PRESIDENT OF THE BOARD

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (ECISD)

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

**Grant Agreement
Exhibit A**

Exhibit A

Scope of Work

Description: Permian Basin public schools now have more principals with less than five years of school administrative experience than ever before. Educational research has shown that the principal ranks second only to teachers in determining and influencing student performance outcomes.

The Grant will fund a Grantee program for ECISD to employ 3 principal interns yearly for five years. The principal interns must serve under the leadership of a highly-effective principal and will be strategically placed at campuses where they can grow and develop. During the internship, principal interns will receive ongoing coaching and professional learning to build their campus leadership capacity.

→ The Grant will provide Grantee \$1.5 million in order for Grantee to fund ECISD's employment of 3 principal interns each year for 5 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.

Program:

- 3 selected Principal Interns will spend one school year with an assigned ECISD principal and will engage in daily opportunities to learn and apply the skills and competencies required to lead high-achieving schools
- Principal Interns are full-time members of the assigned school's leadership team and are compensated at the appropriate school-level assistant principal salary
- Principal Interns should be assigned to ECISD's most effective principals as evidenced through student outcomes on standardized assessments and ability to coach and develop leaders

Eligibility:

- Minimum of 2 years of assistant principal experience
- Aspiring to serve as a principal at one of ECISD's campuses the following school year
- Evidence of leadership skills and capacity through interviews, recommendations, observations, student outcomes, etc.

**Grant Agreement
Exhibit A**

Payment Schedule:

Payment #1: \$300,000.00 on or before April 15, 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: \$300,000.00 on or before April 15, 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 program 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: \$300,000.00 on or April 15, 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 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 #4: \$300,000.00 on or before April 15, 2027 (the "Fourth 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 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 #5: \$300,000.00 on or before April 15, 2028 (the "Fourth 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 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, internal program evaluation on an annual basis. Quarterly initiative assessments will be provided to the Grantor showing Principal Intern progress and achievements.

Grant Agreement
Exhibit A

Outcome Performance Measures	Deliverable Date	Payment
<ul style="list-style-type: none"> • Provide list of Principal Interns for 2024 – 2025 school year 	6/1/24	Payment #1
<ul style="list-style-type: none"> • Provide results of 2024-2025 Principal Internships. • Provide list of Principal Interns for 2025 – 2026 school year 	6/1/25	Payment #2
<ul style="list-style-type: none"> • Provide results of 2025-2026 Principal Internships. • Provide list of Principal Interns for 2026 – 2027 school year 	6/1/26	Payment #3
<ul style="list-style-type: none"> • Provide results of 2026-2027 Principal Internships. • Provide list of Principal Interns for 2027 – 2028 school year 	6/1/27	Payment #4
<ul style="list-style-type: none"> • Provide results of 2027-2028 Principal Internships. • Provide list of Principal Interns for 2028 – 2029 school year 	6/1/28	Payment #5

**Grant Agreement
Exhibit B**

**Exhibit B
Budget**

School	Total Amount over 5 Years	Payment #1	Payment #2	Payment #3	Payment #4	Payment #5
MUSD	\$1,500,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000

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 is set forth in Exhibit D.
 - 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 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.** Grantee 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.
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 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.

**Grant Agreement
Exhibit C**

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 funds pursuant to 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 ECISD 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 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:

**Grant Agreement
Exhibit C**

If to Grantor:

**Tracee Bentley, President and CEO
Permian Strategic Partnership
P.O. Box 52640
Midland, Texas 79705
Email: tracee@permianpartnership.org
Cc Email: casev@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@ectorcountyisd.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 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 Grant.** If Grantee breaches any provision of this Agreement, including the provisions in this Exhibit C, the Grantor may, in its sole and absolute discretion, terminate this Agreement, in which event Grantee or ECISD, whichever entity is in actual possession of unexpended funds, 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, 2029 (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 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.

Grant Agreement
Exhibit D

Termination by Grantee does not excuse the performance of any of Grantee's obligations which accrued prior to the termination.

- d. Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 6, 7 and 11 will survive.
6. **Record Keeping.** Grantee 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

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- 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: casev@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

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 16.

**Grant Agreement
Exhibit D**

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.
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 Grantee 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 Grantee 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 Grantee.
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.

Job Title: Principal Intern
Reports to: Campus Principal

Wage/Hour Status: Exempt
Pay Grade: Admin Pay 5

Dept. /School: To be Assigned

Days: 227

- **Primary Purpose:** This position is designed as a one-year internship with an assigned ECISD principal to engage in daily opportunities to learn and apply the skills and competencies required to lead high-achieving schools

Qualifications:

Education/Certification:

- Master's degree in educational administration
- Texas principal or other appropriate Texas certificate
- Certified T-TESS appraiser

Experience:

- Three years of experience as a classroom teacher
- Three years of Assistant Principal experience- preferred

Major Responsibilities and Duties:

Instructional Management

- Lead instructional and managerial processes to ensure that learning activities are aligned to district and school expectations

School Culture

- Develop and implement systems for positive student and staff culture focused on high expectations for excellence and student achievement.

Continuous Improvement

- Use multiple sources of data to identify areas of need and implement action plans for improvement.

Personnel Management

- Collaborate with principal on interviewing, selecting, and orienting new staff.
- Observe principal in the process for recommendations to superintendent on termination, suspension, or nonrenewal of employees assigned to campus.
- T-TESS Evaluations for assigned teachers

Management of Fiscal, Administrative, and Facilities Functions

- Partner with principal to develop campus budget based on documented program needs, estimated enrollment, personnel, and other fiscal needs. Keep programs within budget limits. Maintain fiscal control. Accurately report fiscal information.
- Manage use of school facilities. Supervise maintenance of facilities to ensure a clean, orderly, and safe campus.

Student Management

- Ensure that school rules are uniformly observed and that student discipline is appropriate and equitable in accordance with Student Code of Conduct and Student Handbook.

Professional Growth and Development

- Participate in professional learning activities designed for both the principal position and principal inter position.

School or Community Relations

- Demonstrate awareness of school and community needs and initiate activities to meet those needs.
- Use appropriate and effective techniques to encourage community and parent involvement.

Supervisory Responsibilities

- As assigned by Principal

Working Conditions:**Mental Demands/Physical Demands/Environmental Factors:**

Maintain emotional control under stress. Frequent districtwide and statewide travel; occasional prolonged or irregular hours.

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required. I have read, understand and attest to the above description and funding relating to my daily activities.

Funding Source: Principal Intern Grant- Permian Strategic Partnership

Signature _____

Date _____

REQUEST FOR NEW POSITION

DEA
(EXHIBIT)G

Request for New Position

Date: 1/25/24 Requesting Supervisor: Keeley Boyer
Campus/Department: Leadership Position Category: Campus Admin
Position Type: Exempt Non-Exempt Position Requested: Principal Intern
Proposed Pay Grade: Admin Pay 5 Number of Positions: 3
Contract Days: 227 Percent of Day: (% if duties are divided) 100

Required documents to be attached:

- Copy of Proposed New Job Description (request job description template from appropriate HR Director)
- Other Supporting Documentation, if applicable (compensation plan, market information/comparisons)

Are you willing to adjust budget to add the position(s)? Yes No *See grant agreement*
By approving this request, will any inequities with other positions be created? Yes No
Requesting Supervisor's Signature: *Hulson* Date: 1/24/24
Cabinet Member's Signature: _____ Date: _____

Personnel Office Use Only

Position Title: _____
Position Number: _____ Position Pay Grade: _____
(once approved contact Position Management for Position Number)
Job Description: _____
Job Class: _____ Effective Date: _____

HR Director Date
Comments: _____

