

AGENDA

REGULAR MEETING OF THE BOARD OF EDUCATION FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

MONDAY, FEBRUARY 24, 2025 – 7:00 PM
BOARD ROOM – 101 W DIVISION – FORT STOCKTON, TEXAS

The Board may deliberate or act on any of the subjects listed on the following agenda. The President may change the order of items listed for the convenience of the Board. The Board may enter into a closed meeting to seek the advice and counsel of its attorney at any time during the meeting under the authority of Texas Government Code Chapter 551.071 regarding any item listed on the agenda of this meeting or in order for the attorney to provide legal assistance or advice to the Board.

1. CALL TO ORDER

- A. Establishment of Quorum Flo Garcia, President
- B. Roll Call Ursula Sanchez, Secretary
- C. This meeting has been duly called and notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.
- D. Pledges of Allegiance Anastacio Dominguez, Vice-President
- E. Invocation Dr. Gabriel Zamora, Superintendent

2. STAFF REPORTS

- A. Principals (Student of Month)
- B. Superintendent (Blue Bonnet Grant Award & Committee)
- C. Cabinet Members

3. OPEN FORUM AND PUBLIC COMMENTS

4. CONSENT AGENDA

The Board has been furnished with background material on each item and/or it has been discussed at a previous meeting. All items will be acted upon by one vote per category. Items may be withdrawn for individual consideration. The remaining items will be adopted by one vote per category. Items withdrawn for separate discussion will be acted upon individually.

- A. Minutes—Approval of minutes of Regular/Special Board Meeting(s) of January 27th & 30th, 2025 and February 6th, 2025.
- B. January Check Register
- C. Audit Engagement Letter
- D. Budget Amendments

6. DISCUSSION AND INFORMATION

- A. Henthorn Update
- B. BTC Update
- C. Centrix Update

7. ACTION ITEMS

The Board may elect to Consider, Discuss, Table, Approve and/or Take Action on any of the items under this section.

- A. Audit Engagement Letter
- B. Budget Amendment
- C. Certification of Unopposed Candidates
- D. Order of Cancellation School Board Trustees
- E. Sonic Land Inquiry
- F. Campus Targeted Improvement Plans
- G. Contract: Performance Services Stadium Project
- H. Contracts Extensions for Directors, Principals, and Cabinet
- I. Compensation Plan: Stipend Midland College Registration
- J. Old Agricultural Science Barn Roof
- K. Capturing Kids Hearts Program and Quote
- L. District Calendar for 2025-2026

8. CLOSED SESSION

In accordance with the Texas Open Meetings Act (Subchapters D and E of Chapter 551 of the Texas Government Code), the board will now enter into a closed meeting to deliberate subjects listed on this agenda authorized by Subchapter D. Any final action, decision, or vote on a subject deliberated in the closed meeting will be taken in an open meeting held in compliance with the Texas Open Meetings Act.

- A. Discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee (551.074)
- B. Consultation with attorney (551.071)
- C. Emergency Operations Plan Amendment (Compliance Notice for EOP dated, 02/05/2025 from Texas School Safety Center- TEC 37.2071)

9. OPEN SESSION – Reconvene to take any necessary action as a result of Closed Session

10. PERSONNEL ACTIVITY

- A. Employments, resignations, retirements, transfers, terminations

11. FUTURE MEETINGS – Discuss Possible Agenda Items and set Regular and/or Special Boards Meetings (Blue Bonnet & Stadium Project)

12. NEWS MEDIA – Clarification of Agenda Items for News Media

13. ADJOURNMENT



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Auditors Engagement Letter

Meeting Date:

February 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

Background:

Eckert & Company Certified Public Accountants have served as external auditors for FSISD for several years.

Following is the engagement letter for the 2024-2025 fiscal year.

Fiscal Implications:

Cost of Audit

Recommendation:

Approve the engagement letter from Eckert & Company to perform the 2024-25 fiscal Audit.

Suggested Motion:

I move to approve the engagement letter from Eckert & Company to perform the 2024-25 fiscal Audit.

Eckert & Company

CERTIFIED PUBLIC ACCOUNTANTS

A Limited Liability Partnership

Michael E. Oliphant, CPA
Wayne Barr, CPA
Cathryn A. Pitcock, CPA
Megan Solsbery, CPA

(325) 944-3571
FAX: (325) 942-1093
www.eckertcpa.com

Members of
American Institute of CPAs
Texas Society of CPAs

February 1, 2025

Dr. Gabriel Zamora, Superintendent
Fort Stockton Independent School District
101 West Division
Fort Stockton, TX 79735

We are in the process of planning our audit schedule for the fall. As a part of this planning, we have enclosed our engagement letter for the District's audit for the year ending August 31, 2025. **Once approved by the Board**, you and the Board President will need to electronically sign and date the engagement letter. Please keep a copy for your files.

Also enclosed are Form 1295, Certificate of Interested Parties, provided by the Texas Ethics Commission and instructions on how you are to acknowledge its receipt to the Commission.

We have enjoyed our past association and look forward to working with you again this fall.



Michael E. Oliphant, CPA

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February 1, 2025

Board of Trustees
Fort Stockton Independent School District
101 West Division
Fort Stockton, TX 79735

This will confirm our understanding of the services we are to provide for the Fort Stockton Independent School District for the year ending August 31, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Fort Stockton Independent School District as of and for the year ending August 31, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Fort Stockton Independent School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Fort Stockton Independent School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles in the United States of America and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule - Major Funds
3. Schedules of Net Pension Liability and Contributions - Teacher Retirement System of Texas
4. Schedules of Net OPEB Liability and Contributions - Teacher Retirement System of Texas

We have also been engaged to report on supplementary information other than RSI that accompanies the Fort Stockton Independent School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Required TEA Schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As a part of an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to the auditing standards generally accepted in the United States of America, significant risks include management override controls, improper revenue recognition, employee errors due to complex accounting system, and noncompliance with Federal and State regulations. Accordingly, we have considered these as significant risks.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, and accordingly no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls, and accordingly no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Fort Stockton Independent School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Fort Stockton Independent School District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Fort Stockton Independent School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the twelve months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; additional information that we may request for the purpose of the audit; and unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the beginning of field work.

Management is responsible identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the management representation letter that you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; the methods of measurement or presentation have not changed from those used in the prior period; and you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the management representation letter that you are responsible for presentation of the supplementary information in accordance with generally accepted accounting principles; you believe the supplementary information, including its form and content, is fairly presented in accordance with generally accepted accounting principles; the methods of measurement or presentation have not changed from those used in the prior period; and you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Fort Stockton Independent School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eckert & Company, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the oversight agencies for audits or their designees, a state or federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eckert & Company, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agencies for audits, pass-through entities, or the Texas Education Agency. If we are aware that a state or federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Thomson Reuters Engagement Manager, ShareFile, and RightSignature are used solely to transmit data and as a method of exchanging information and are not intended to store the District's information. The District is responsible for downloading any deliverables and other records from Thomson Reuters Engagement Manager, ShareFile, and RightSignature that it wishes to retain for its own records at the completion of the engagement.

Board of Trustees
Fort Stockton Independent School District
Page Seven
February 1, 2025

Michael E. Oliphant is the engagement partner and is responsible for supervising the engagement and signing the report. The beginning date of our audit will be communicated to you in a future letter. We expect to issue our report no later than 150 days after the District's fiscal year end.

Our fees for these services will be based on the actual time spent at our standard hourly rates plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses. The District will be invoiced at the completion of field work and on completion of the engagement.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Trustees of the Fort Stockton Independent School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Fort Stockton Independent School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Eckert & Company, LLP

ECKERT & COMPANY, LLP
Certified Public Accountants

This letter correctly sets forth the understanding of the Fort Stockton Independent School District.

By _____

Title Superintendent

Date _____

By _____

Title Board President

Date _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Eckert & Company, LLP
San Angelo, TX United States

Certificate Number:
2025-1267072

Date Filed:
02/10/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Stockton Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

N/A
Audit of Financial Statements

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Oliphant, Michael | San Angelo, TX United States | X | |
| | Barr, Wayne | San Angelo, TX United States | X | |
| | Pitcock, Cathryn | San Angelo, TX United States | X | |
| | Solsbery, Megan | San Angelo, TX United States | X | |
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| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Wayne Barr, and my date of birth is 3-18-60.

My address is 2201 Sherwood Way, Suite 302, San Angelo, TX, 76901, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tom Green County, State of Texas, on the 1st day of February, 20 25.
(month) (year)

Wayne Barr, CPA

Signature of authorized agent of contracting business entity
(Declarant)

Texas Ethics Commission Form 1295

Our Firm is required to give you this form and your governmental entity is required to electronically acknowledge receipt of this form each year. If you are not already familiar with this law, I think the videos below will help you with your part.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the governmental entity approves us to perform the audit. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

You can use the address below to access two videos that will explain how to create an account if you do not already have one and how to acknowledge receipt of this Form 1295 using the Certificate Number in the upper right corner. **You will need to acknowledge receipt of this Form within 30 days of your approval for us to perform the audit.**

<https://www.ethics.state.tx.us/filinginfo/1295/>

Instructional Videos for Governmental Entities and State Agencies:

Logging In the First Time - Government User

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Govt/Form1295Login-Govt.html>

How to Acknowledge a Certificate

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/AcknowledgeCertificate/AcknowledgeCertificate.html>



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Budget Amendment

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

Following is the Maintenance and Tax Notes Budget Amendment reflecting the appropriate accounts for the projected projects & fees.

These funds were received by the district on 12/20/2024.

Fiscal Implications: \$10,310,000

Recommendation:

I recommend approving the Amended Budget as presented.

Suggested Motion:

I move to approve the Amended Budget as presented.

Fort Stockton ISD

General Fund
Budget Amendment
2024-2025

Date: January 24, 2025

| Account number | Debit | Credit | Description |
|------------------------|---------------|---------------|--|
| 199-00-7914 | \$ 10,295,000 | | Loan Proceeds |
| 199-51-6319-MN-999-599 | | \$ 127,554 | Swimming pool - equipment |
| 199-51-6629-MN-001-599 | | \$ 1,183,343 | HS Baseball & Softball fields improvements |
| 199-51-6629-MN-041-599 | | \$ 1,203,903 | MS football field Turf |
| 199-51-6629-MN-999-599 | | \$ 73,200 | Swimming pool - Capital Exp |
| 199-71-6599-MN-999-599 | | \$ 295,000 | MTN fees |
| 199-81-6629-MN-001-599 | | \$ 5,177,000 | Field House Improvements |
| 199-51-6629-MN-102-599 | | \$ 2,250,000 | Rec Center Improvements |
| 199-00-5742-MN | \$ 15,000 | | Interest |
| | | | |
| | \$ 10,310,000 | \$ 10,310,000 | |

\$

-

Setting up Budget Accounts for the Maintenance Tax Notes funds.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Certification of Unopposed Candidates

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

Upon accepting the certification of unopposed election, the cancellation order must be adopted by the governing body.

The following document is the certification of the unopposed candidate for Wards 2, 3, and 5.

Fiscal Implications:

N/A

Recommendation:

Approve certification of unopposed candidates.

Suggested Motion:

I move to approve the certification of unopposed candidates as presented.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Order of Cancellation School Board Trustee Wards 2, 3, & 5

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

Upon accepting the certificate of unopposed election, the cancellation order must be adopted by the governing body.

The following document is the order of cancellation of election for wards 2, 3, and 5.

Fiscal Implications:

N/A

Recommendation:

Approve order of cancellation.

Suggested Motion:

I move to approve the Cancellation of Election for Wards 2, 3, and 5.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Sonic Land Inquiry

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

We received inquiry from Sonic owner regarding small piece of land that previously was the location of the Comanche school. The scenario will be explained at the meeting.

Fiscal Implications:

N/A

Recommendation:

Discuss and consider options. No action is necessary, but the board does have the option to approve options or courses of action.

Suggested Motion:

I move to _____



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Campus Targeted Improvement Plans

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

The CLTs (Campus Leadership Teams) and DCSI (District Coordinator for School Improvement) worked together and with ESC-18 to develop the targeted improvement plans for Intermediate, Middle School, and High School.

The plans must be presented to the board and approved before official implementation. Plans were distributed to Trustees prior to the meeting. Ms. Urias will conduct a presentation at the board meeting.

Fiscal Implications:

N/A

Recommendation:

Approve TIPs.

Suggested Motion:

I move to approve the Targeted Improvement Plans as presented. (or with amendments)

ESF Diagnostic Report

| | | |
|---|----------------|---------------------|
| Campus: | Grades Served: | Date of Site Visit: |
| Fort Stockton High School - TIP | 9-12 | November 10, 2023 |
| District: | Principal: | DCSI: |
| Fort Stockton Independent School District | | Gil-Rey Madrid |
| ESF Facilitator: | | |
| | | |

| Summary of Strengths | Summary of Growth Areas |
|--|--|
| <ul style="list-style-type: none">• Campus leaders have a comprehensive list of responsibilities, including teachers assigned for supervision with specificity for assigned student, staff, family, and community needs.• The campus has written practices and policies that outline high expectations for students and staff that include incentives and consequences. That is also referred to daily during morning announcements and practiced during arrival, dismissal, lunch, and transitions.• The campus has set classroom expectations for walk-throughs that are aligned to campus initiatives that support aligned formative assessment and engaging students in collaboration.• The master schedule includes protected scheduled time for weekly PLCs, as well as embedded Professional Development | <ul style="list-style-type: none">• A written protocol for observation feedback cycles, that includes being scheduled on campus calendar, action steps, and review of progress.• Revision of campus mission, values, and goals with all stakeholders included.• Instructional Professional Development provides training and support so that teachers consistently implement content-specific best practices.• Training for leadership team specifically for adult learners.• Access to the use of high-quality instructional materials specifically for RLA.• Creation of a system for data collection, analysis, and follow-up. |

| Prioritized Focus Areas for Improvement |
|---|
| <p>Essential Action 1.1-</p> <p>1.1: Develop campus instructional leaders (principal, assistant principal, teacher leaders, and counselors) with clear roles and responsibilities.</p> <p>Strong school leadership is a strength for Ft. Stockton High School, it is an Essential Action that would impact many of the other Essential Actions and is an area where continued focus would provide the leadership team with additional tools to support all staff.</p> <p>Essential Action 5.1-</p> <p>5.1: Professional development for effective classroom instruction</p> <p>Effective instruction has been a focus area for Ft. Stockton High School, but additional training, specifically for adult learners, is still needed to support the staff in meeting the various needs of all students and staff.</p> |

Summary of Barrier Analysis Findings

Fort Stockton High School demonstrates several strengths and areas of learning opportunity. Through the analysis of artifacts, campus observation, and meetings with leadership, and teachers two Essential Actions have been identified to support the continued growth of the campus.

1. 1.1 Develop campus instructional leaders (principal, assistant principal, teacher leaders, and counselors) with clear roles and responsibilities

Though campus leadership is a strength for Ft. Stockton High School, the administrative team is in its first year at the campus and has prioritized leadership capacity as an area of focus. As shared by the campus administrator, continued efforts are needed to train in adult learning and create additional systems/protocols to support staff.

2. 5.1 Professional development for effective classroom instruction

The campus has engaged in various professional development pathways as part of both campus and district initiatives; however, limited implementation of follow-up and or improvement action plans have been established to provide support and accountability for staff as stated by both administrators and teachers.

| Overall Implementation Level Guide | | | | | | | |
|---|-----------------------------|--------------------------|------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Full Implementation - All key practices for the essential action are substantially in place and functioning. Partial Implementation - Most (at least half) of the key practices for the essential action are substantially in place and functioning. Beginning Implementation - Some (less than half) of the key practices for the essential action are substantially in place and functioning. Planning for Implementation - Work is underway to develop at least one of the key practices for the essential action. Not Yet Started - There is currently no evidence of any key practice for the essential action. | | | | | | | |
| ESF Implementation Levels | | | | | | | |
| 1.1 | 1.2 | 2.1 | 3.1 | 4.1 | 5.1 | 5.2 | 5.3 |
| Beginning Implementation | Planning for Implementation | Beginning Implementation | Partial Implementation | Planning for Implementation | Planning for Implementation | Planning for Implementation | Planning for Implementation |

| Lever #1: Strong School Leadership and Planning | | | |
|---|--|--------------------------|--|
| Essential Actions | Key Practices | Current Implementation | Evidence |
| Develop campus instructional leaders (principal, assistant principal, counselors, teacher leaders) with clear roles and responsibilities. | Campus instructional leaders have clear, written, and transparent roles and responsibilities, and core leadership tasks are scheduled on weekly calendars (observations, debriefs, team meetings). | Beginning Implementation | <p>Provided in the artifacts was the 23-24 Administrators' Responsibilities with a written list of roles and responsibilities for the campus administrators, counselors, and curriculum specialists, along with assigned staff by content for the Principal, APs, and Curriculum specialist. As discussed at the Administrator's Focus Group, the members knew their roles and areas of responsibility, the teacher's focus group was aware of assignments for each of the leaders as listed on the 23-24 Administrator's Responsibilities list as well as being part of the Campus Leadership team. Posted in most of the classrooms visited was the walk-through expectation/look for poster that listed the 5 areas that would be documented during a walk-through; Engagement in lesson and teaching, visible lesson objective, positive classroom culture, classroom collaboration, and checks for understanding.</p> <p>Also provided in the artifacts were samples of the campus calendar that indicate Leadership Team Meetings, PLCs, PD, and various campus events and assessments.</p> <p>Though the 23-24 Administrator's Responsibilities list does give assignments for TTESS assignments, and the sample calendars show various events on campus, no observation schedule was provided nor was there a written protocol for observation feedback and or coaching.</p> |
| | Performance expectations are clear, written, measurable, and match the job responsibilities. | | <p>As shared in both the teacher and administrator focus groups, TESS and TPESS goals have been set, but no evidence was provided that demonstrated progress checks towards goals written coaching goals, or action steps for improvement.</p> <p>At the Administrator's Focus group, it was shared that each administrator has a goal of at least 5 walkthroughs per week. If a need is observed, the administrator will conduct a walk-through with the Content Department Head and or have another administrator conduct a walk-through. Most feedback is given electronically. Some coaching is provided, but no written protocol is in place.</p> |

| | | | |
|--|--|--|--|
| | <p>Campus instructional leaders use consistent, written protocols and processes to lead their department, grade-level teams, or other areas of responsibility.</p> | | <p>As provided as part of the artifacts was a calendar of the weekly Leadership Team Meetings, that are scheduled for every Monday. As well as the running agenda for the Leadership Team that has established norms, an objective for the meeting as well as desired outcomes. It was noted in both focus groups that walk-through data is reviewed as well as current testing data and campus activities like upcoming testing or events.</p> <p>Though there is a consistent agenda and meeting time, the running agenda has limited minutes and or action steps that hold the leadership team accountable for teacher and or student progress. No evidence of tracking tools to chart progress toward TTESS Goals.</p> |
| | <p>Campus instructional leaders meet weekly to focus on student progress and formative data.</p> | | <p>As part of the running Leadership Team agenda, a consistent item is current student data to be reviewed. This item is also included on weekly content PLC agendas. During the Administrator's Focus group, it was shared that data is discussed at weekly content PLCs and students are identified for small group and or individual supports. The teacher focus group also mentioned that adjustments are made for instruction, based on the most recent assessment.</p> <p>Though it was part of the agenda for both PLCs observed, no protocol was in place to review the current data as pre-work to the PLC or follow up action steps that would change instruction based on current data.</p> |
| | <p>Principal improves campus leaders through regularly scheduled, job-embedded professional development consistent with best practices for adult learning, deliberate modeling, and observation and feedback cycles.</p> | | <p>Samples of campus calendars were provided as part of the prework, that indicated PLCs, Leadership Team meetings, assessments, and campus activities. It did not indicate observation feedback schedules. As shared in the artifacts were calendars for the campus, back-to-school PD as well as ongoing PD for various content and or leadership. Administrators shared that PD is provided to support district initiatives as well as curricula like Carnegie Math and Lowman. The teacher's focus group shared that any PD they felt was needed, they just had to ask to attend and usually, it would be approved. However, some did mention that due to the lack of substitutes and the block schedule, teachers didn't want to miss instructional time.</p> <p>Sample agendas do emphasize the campus initiative for checks for understanding and data review.</p> <p>No campus master plan for PD was provided that included training for leaders that supported adult learning, but the Leadership Team was scheduled to receive training on PLC on Friday, January 19th. The principal stated in the admin focus group, that training was needed for campus leaders to support adult learning.</p> |

Lever #1: Strong School Leadership and Planning

| Essential Actions | Key Practices | Current Implementation | Evidence |
|---|--|-----------------------------|--|
| Compelling and aligned vision, mission, goals, values focused on a safe environment, high expectations, and rigorous instruction. | Stakeholders are engaged in creating and continually refining the campus' mission, vision, values, and goals. | Planning for Implementation | <p>As stated in the administrator's focus group, no revisions were made to the current mission, vision, values, and goals. The campus continued to use the current ones. The campus is engaging in setting a vision, mission, and goals as part of the ongoing training with Carnegie for Math. The curriculum specialist stated that once this was completed it would be used as the model for the campus. As shared in a back-to-school slide show for students and as part of both focus groups, four clear rules that students and staff are held accountable for are part of daily announcements, and 10 out of 10 students interviewed could recite at least 3 or the 4 rules, most left out be responsible, but knew be on time, be respectful and wear your id badge.</p> <p>As part of the artifacts in the prework, samples of the principal's newsletter were shared as an example of home/school communication as well as sample Facebook posts that assist in keeping all stakeholders informed about school activities, recognitions, and events. As stated in the administrator's focus group, most feedback is through comments on Facebook or parents calling the school. No official surveys have been conducted.</p> |
| | Campus mission, vision, values, and goals reflect strategies and activities grounded in research for all components of campus and instructional leadership. | | <p>As shared during both focus groups, at the start of the spring semester a student assembly was held to review expectations and share with students consequences as well as rewards for complying with the campus rules. 10 out of 10 students interviewed could explain how they could earn and or lose privileges like off-campus lunch and the use of cell phones during lunchtime. It was shared in both focus groups that teachers felt supported by the administration, specifically with behavior issues. Teachers also stated, as supported by PLC agendas, that the half-day Friday does provide time for planning and that PD that has been provided supported them with teaching strategies Progress metrics were evident to measure student or teacher progress on goals. But when interviewing students 7 out of 10 knew to go to Ascender to find their current status of scores.</p> |
| | Campus messages, policies and practices are aligned to the mission and vision, and demonstrate high expectations and shared ownership for student success, with a drive towards college and career readiness and post-secondary success. | | <p>As evident in the master schedule provided in the artifacts CTE and Dual Credit Courses are a critical part of the campus. Shared during both focus groups the block schedule is in place as part of a district's initiative to allow students to complete core coursework within two years and support completing EOC. As shared in the administrator's focus group, Counselors meet with students to review their 4-year plan and check on their credits and coursework to determine the next steps. By having the block courses students have opportunities to work on certificates or job-ready skills. The January Parent Newsletter also contained information about the various pathways to support students beyond high school. As observed during campus visits administrators and teachers interact with asset-based language. Students are greeted as they arrive on campus and in the hallway. They are reminded about ID badges as part of their 4-rule plan and are encouraged to get to class within the 3-minute passing period. As observed in classrooms, teachers have clear expectations, and most students are compliant. Most classrooms had the walk-through expectation poster visible in the room, and lead teachers had the PLC expectation poster posted in their classrooms. Though campus vision and mission have not been updated, schoolwide routines and procedures have been shared with staff and students and shared daily during morning announcements.</p> |

Lever #2: Strategic Staffing

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--|---|--------------------------|---|
| Recruit, select, assign, induct and retain a full staff of highly qualified educators. | The campus implements ongoing and proactive recruitment strategies that include many sources for high-quality candidates. | Beginning Implementation | As shared in the Administrator's Focus group, most recruitment is conducted at the district level, but the campus has visited the UTPB job fair and has done some networking with other universities |
| | Clear selection criteria, protocols, hiring, and induction processes are in place and align with the school's vision, mission, values, and goals. | | As evident in the artifacts provided, new teachers are provided additional training days at the beginning of the school year to provide support for new hires around district policies/ procedures. Shared during both focus groups, new teachers are assigned a mentor to support them during their first year on campus. Sample interview questions were submitted as part of the prework and questions include items that are content specific as well as classroom management and campus environment. |
| | Campus leaders implement targeted and personalized strategies to retain high-performing staff. | | Teachers and admin also shared that they felt that their district's incentive pay supported teacher retention along with other stipends. Teachers also reported that many stay because Fort Stockton is their home that they feel supported by their administrators and that this year they have better communication with admin and feel like they respond to behavior issues in a timely fashion. The teacher focus group did mention that some staff may not return due to the block scheduling. Some felt that the schedule was too demanding, and students were not able to process all of the content in a 9-week grading period. |
| | Teacher placements are strategic based on student need and teacher strengths. | | As part of the pre-work submitted of campus data, it was noted on teacher information that some teachers were reassigned this school year, based on strengths, student needs, and or openings not staffed. Also, shared during campus observations, teachers were assigned different content based on the master schedule to meet the block courses. The teacher focus group shared that changes were made in Department Chairs to better support the teachers. |
| | Grade-level and content-area teams have strong, supported teacher leaders trained in adult learning facilitation and team dynamics. | | As evident in the pre-work artifacts, weekly Leadership team meetings with department heads and administration are evident by calendar entries and agendas. Both focus groups shared that based on the leadership weekly meeting provide some of the content to be shared or reviewed during weekly PLC meetings. Both groups did report that no specific training has been provided on adult learning facilitation and or team building. The leadership team will have some training on January 19th on PLC with NIET |
| | Preferred substitutes are recruited and retained. | | Both groups shared that the substitute pool was limited. The DCSI did share that at the district level, they were working to train new subs throughout the year, on-demand training, so that as individuals show interest in becoming a substitute, they do not have to wait until there is a training. The admin group did share that they do have some loyal subs who only work at the high school. |

Lever #3: Positive School Culture

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--|---|------------------------|---|
| Explicit school-wide behavioral expectations and culture routines. | Campus instructional leaders provide clear expectations, training and support so that teachers implement best practices for establishing and maintaining a productive classroom learning environment throughout the school. | Partial Implementation | As evident in the artifacts provided, the school assembly at the beginning of the year and spring semester, allowed the administration to share with students and staff campus expectations for behavior and highlight the campus' four rules that are reviewed during morning announcements. As stated by 8 out of 10 students, they understood the schools' expectations and could identify or share how students earn and or lose privileges. One student shared that he had lost his off-campus privileges due to bad choices on his part but was working to earn it back and felt like the rules were fair. The teacher focus group shared that they felt like the admin responds quickly to situations and that when reported action is taken. An example shared was students were exiting out a door that was not to be used, once the report admin was assigned to monitor, it was mentioned as part of announcements and now seems to be under control. Campus observations showed the campus has detailed school-wide arrival and dismissal routines and all areas are supervised. As shared in both focus groups and as observed during classroom visits, teachers are expected to check for understanding during direct and guided instruction. However, only one classroom observation demonstrated an engaging activity to check for understanding. The principal did share with both observed PLCs that check for understanding is an expectation for all classrooms. Though the assemblies do include staff, no evidence was provided that explicit training for teachers on classroom management was shared. |
| | Staff implement clear school-wide procedures and provide opportunities for practice that ensure safe and efficient student transitions and gatherings. | | As described in the previous Key Practice, the school-wide expectations are substantially in place to provide a safe environment for the students and staff. However, no evidence was provided that practice opportunities took place or specific training for staff was provided. As shared by admin, teachers, and students the assembly at the start of the school year and again at the start of the spring semester delineated the campus expectations for students on campus, arrival, dismissal, during lunch (on and off campus), incentives, consequences and the campus 4 rules. It was also evident during the campus visit, that the interaction between the administrators and students demonstrated accountability to the 4 rules, specifically student IDs and being respectful by acknowledging the adult speaking to the student. Student interviews, 10 out of 10, demonstrated that students knew the expectations, consequences, and incentives. |
| | Campus leaders establish and ensure all staff and students understand a system of incentives and consequences and consistently implement the system with fidelity. | | As shared in prework artifacts the PowerPoint shared with students and staff during back-to-school and second-semester assemblies gives specific steps when expectations are not met. It also states rewards and consequences, Both the teacher and administrator focus groups shared that administrators are quick to respond to students not adhering to campus expectations and that both students and teachers are recognized for exemplary behavior. Students were also able to articulate the school's expectations. Also, part of the artifacts was a sample of the campus' READ HEARTS. This is an acronym used to help staff identify a student in need, beyond academics, which also encourages building relationships and having an open dialogue with PLC teams to meet the student's needs. |

Lever #4: High-Quality Instructional Materials & Assessments

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--|---|-----------------------------|---|
| Daily use of high-quality instructional materials. | Campus has High-Quality Materials in place for both RLA and Math as defined by RBIS Indicators. (Based on Key Practice 1 Success Criteria for RBIS) | Planning for Implementation | The Lever 4 Academic review determined the following: Math assignments submitted for review are considered high-quality and on grade level (100%). RLA assignments submitted are not considered high-quality and/or not on grade level (33%). Please refer to your Lever 4 Academic Review for additional details regarding the analysis of student assignments. The facilitator will only collect evidence for the remaining Key Practices. I am required to rate your Essential Action 4.1 as "Planning for Implementation" Please see additional evidence provided for other Key Practices to be used for final decision-making on your prioritization. |
| | Campus clearly outlines purpose of each assessment, when it is administered and how results are used to support student learning. | | As part of the prework artifacts, the campus calendar indicates dates for assessments, as well as indicated at the PLC meetings observed. The campus was planning for upcoming MAPS testing and ensuring that student accommodations were inputted into the system to support student needs. As observed during the campus visit and via sample PLC/ Leadership Team agendas, data review is an expectation for all staff. Teachers reported that data is reviewed and determined for reteaching, and small groups or tutorials are made based on results. Though December EOC results we part of the PLCs observed, no pre-work to review data before the PLC or next action steps were assigned as part of the PLC. No indication of checking for students' progress. |
| | When instructional materials have been adopted and/or provided to teachers, campus leaders provide resources, training, and support for teachers to implement adopted instructional materials through internalization protocols, teacher planning time, and monitoring the rigor of taught lessons. | | Both teacher's and administrators' focus groups indicated that teachers have ongoing PD for Carnegie Math and Lowman to provide support for the resources. They also work with NIET to support teacher capacity. Teachers shared that leaders do provide resources for them and provide support as needed. As indicated in prework artifacts and as observed weekly Leadership Team meetings and content PLCs are part of the weekly calendar. The master schedule provides for ½ day Fridays for PLCs and teacher planning protocol was evident that is used to review lesson plans, nor any internalization protocol. |
| | When instructional materials are developed by teachers, campus leaders provide resources and support teachers to develop units, lessons, and assessments that are high quality. | | As stated by both teachers and admin, ongoing PD is part of the district calendar and certain content has ongoing PD. But all staff can ask to attend PD if they feel that is needed to support their growth. The district and campus calendars show a PD schedule for the year as well as campus-specific training. The master schedule that was shared in prework and as evident during teacher and admin focus groups and observed during campus visits, teachers are given sufficient time to plan and prepare lessons. As evident through walk-through expectation posters, observed PLC, and classroom visits admin has an exception for checking for understanding during direct teaching. The administrator reminded both observed PLCs of this expectation. |

Lever #5: Effective Instruction

| Essential Actions | Key Practices | Current Implementation | Evidence |
|---|---|-----------------------------|--|
| Professional Development for Effective Classroom Instruction. | Campus instructional leaders provide training and support so that teachers consistently implement content specific best practices. | Planning for Implementation | Both focus groups and the district professional development schedule indicated that teachers received curriculum training and support throughout the year. There is also evidence of I from NIET, Marzano, Carnegie, and Lowman's professional development. The admin focus group stated that teachers receive additional job-embedded support for the curriculum through PLCS. Provided as part of the prework artifacts were a back-to-school PD schedule and a sample calendar that shows ongoing PD |
| | Campus instructional leaders provide training and support so that teachers consistently implement research based best practices for delivering rigorous instruction in any content. | | The sample campus calendar and teacher and admin focus group indicated that teachers received training and support from NIET. The teacher focus group indicated they receive professional development in the areas of Carnegie and Lowman and can ask for additional PD. During classroom observations, all teachers were monitoring students as they worked and 10 out of 12 had evidence of lesson objectives. Only 2 out of 12 classrooms observed provided an opportunity for discourse. Strategies that promote student cognitive lift and thinking were not observed during walkthroughs. |
| | Campus instructional leaders provide training and support to teachers on consistently implementing strategies for inclusion and support for students who are members of special populations groups. | | As shared in the prework artifacts and during both focus groups, the campus and district calendars indicate professional development opportunities. The campus has ongoing PD with Carnegie, Lowman, NIET, Marzano, and during PLC time. As shared with the artifacts and as observed during the campus visit, a campus focus is on checking for understanding and engaging activities that align with the objective. As observed in 10 out of 12 classroom visits objectives were posted with an agenda that included exit tickets. However, only 2 out of 12 classrooms observed had engaging activities that were observed that allowed student collaboration. |
| Build teacher capacity through observation and feedback cycles. | Campus instructional leaders use established tools and processes to conduct observations, capture trends, and track progress over time. | Planning for Implementation | As shared as part of the prework artifacts the list of Admin Responsibilities indicates teachers for supervision for each administrator, as well as a comprehensive list of assigned staff on the submitted Appraiser list. Both focus groups shared that teachers created goals for the current school year as part of TTESS. Admin reported that they must conduct a minimum of 5 walk-throughs per week, utilizing the walk-through expectations. The sample walk-through reports do reflect the campus initiative of checking for understanding and have an "I Will" – "We Will" statement or objective. As well as an area to indicate engagement. Both groups shared that feedback is done through email and coaching only happens as needed. However, no protocol is in place for the observation feedback cycle. |
| | Campus instructional leaders determine the frequency of observations based on teacher needs and student results on formative assessments. | | Administrators did share depending on need, some teachers do receive multiple walk-throughs. Some are conducted with department leads and at times requests are made for another administrator to conduct a walk-through to calibrate findings. The expectation is that each administrator conducts at least 5 walk-throughs a week. As observed in 11 out of 12 classrooms, walk-through expectations are posted and aligned with the walk-through form. |
| | Campus instructional leaders lead observation debrief conversations as soon as possible (within 2-3 school days) of observation and focus on the implementation of a high leverage goal or action step. | | As shared by both teacher and administrator focus groups, goals are set via TTESS. Progress checks are informal with no set protocol or scheduled checks for progress in place |
| | Observation debrief conversations feature follow-up on prior goals or action steps, clear models, and opportunities to practice. | | As shared in both focus groups, there is no formal written protocol for an observation feedback cycle. However, when teachers are identified as having a need, both the assigned administrator and department chair work with the staff member to provide support. Feedback is also given via email with the walk-through form that is aligned to campus expectations as observed in the artifacts and classroom visits. |

Lever #5: Effective Instruction

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--------------------------|---|-----------------------------|---|
| Data-driven instruction. | Campus instructional leaders review disaggregated data to monitor the progress of all students, provide evidence-based feedback to teachers, and inform instructional responses. | Planning for Implementation | As provided in prework artifacts and discussed with both teachers and administrators – current data is reviewed at each Leadership Team and PLC meeting. Though both agendas list data as an agenda item, the observed PLCs have a surface conversation about data, with no follow-up action steps. The ELA PLC did set an agenda item to review data the following week when more precise data was available for December's EOC testing. As shared by both groups coaching is done just by need, no protocol is in place for a consistent cycle. |
| | Campus leaders facilitate a consistent process for teachers, individually and in PLCs, to analyze data, identify trends in student misconceptions, determine the root cause as to why students may not have learned the concept, and create plans to respond. | | As shared by the administrator, the leadership team is working to improve the process for data collection and analysis. No written protocol for data analysis, unpacking the standard or practice is currently in place |
| | Campus leaders provide teachers with protected time for in-depth conversations about formative student data and possible adjustments to instructional delivery. | | As indicated in the master schedule shared in the artifacts, as well as discussed in both focus groups, all content areas have a weekly PLC time. Along with PLC, the leadership team also has built-in time weekly to reflect on current data, including walk-through information. Sample agendas were part of the prework artifacts, that aligned to the discussion points shared in the leadership meeting. Though the two PLCs observed had different agenda formats, both covered the items that were to be included in the leadership meeting. Though in the observed PLCs the data being reviewed was the most current EOC data, teachers and administrators did share that formative data is reviewed weekly. |
| | Student progress toward measurable goals (e.g., % of class and individual student mastering of objectives, individual student fluency progress, etc.) is visible in every classroom and throughout the school to foster student ownership and goal setting. | | Though only 2 out of 12 classrooms had any visible data tracking graphs/posters, it was shared that data is viewed via DMAC and reports are pulled for data analysis. Students were able to view their current data in Ascender. The administrators shared, that data collection and analysis is an area that they are working on to impact instructional decisions. |

ESF Diagnostic Report

| | | |
|---|-----------------------|----------------------------|
| Campus: | Grades Served: | Date of Site Visit: |
| Fort Stockton Middle School - TIP | 6-8 | |
| District: | Principal: | DCSI: |
| Fort Stockton Independent School District | | Gil-Rey Madrid |
| ESF Facilitator: | | |
| | | |

| Summary of Strengths | Summary of Growth Areas |
|---|--|
| <ul style="list-style-type: none">• Effective systems are in place to establish routines and procedures that enhance the instruction, safety, and security of the campus.• Training and support are provided to implement best practices for establishing and maintaining a strong classroom culture, including setting behavioral expectations and routines/procedures.• Teacher teams have protected time built into the master schedule to meet regularly.• The campus has developed an extensive observation/feedback system where teachers are observed by their department chair, instructional coach, and administrators. | <ul style="list-style-type: none">• Administrative systems need to be established such as a campus calendar, written roles and responsibilities, leadership team agenda and minutes, written protocols, and expectations for principal-led feedback loops.• The campus mission, vision, values, and goals need to be created with stakeholders and focus on a safe environment, high expectations, and rigorous instruction.• Structures around PLC need to include opportunities for lesson internalization, analyzing data, identifying misconceptions, determining student gaps, and planning reteaching opportunities.• Consistent student data tracking systems are needed to foster student ownership and goal setting. |
| Prioritized Focus Areas for Improvement | |
| <p>Essential Action 1.1-</p> <ul style="list-style-type: none">• The Fort Stockton Middle School administrators and instructional coach meet at the beginning and the end of each day for 5-10 minutes to plan and discuss the day's events. The administrative team meets with the department chairs consistently to discuss the campus initiatives, student data, and instruction. PLCs which are led by the department chairs are beginning to meet; however, systems for lesson internalization, analyzing data, identifying misconceptions, determining student gaps, and planning reteach opportunities need to be established. Administrative systems such as a campus calendar, written roles and responsibilities, leadership team agenda and minutes, written protocols, and expectations for principal-led feedback loops need to also be documented. <p>Essential Action 5.1-</p> <ul style="list-style-type: none">• The RLA and math teachers have received training and support on Carnegie and Amplify throughout the year which focuses on content-specific best practices while some research-based best practices were discussed within the training about curriculum. The assistant principal provided training for the support of SPED students in the classroom at the beginning of the year. Systems for PLCs are being established that support teachers being able to understand lesson internalization as well as content-specific and research-based best practices. | |

Summary of Barrier Analysis Findings

1.1 Strong School Leadership and Planning- Develop campus instructional leaders (principal, assistant principal, teacher leaders, and counselors) with clear roles and responsibilities.

- The district leaders have realized that their campuses may not have consistent agendas, minutes, protocols, etc., so they are creating aligned documentation. A barrier for Fort Stockton Middle School could be the timeliness of the release of these documents from the district so that they can be implemented on campus.

5.1 Effective instruction-Professional development for effective classroom instruction

- A barrier for Fort Stockton Middle School could be not knowing if professional development days are district-directed. The administration can plan for providing training for the teachers based on campus needs, but then they find out that the district has already determined the training that will be provided for the district.

| Overall Implementation Level Guide | | | | | | | |
|--|-----------------|------------------------|------------------------|-----------------------------|-----------------------------|------------------------|-----------------------------|
| <p>Full Implementation - All key practices for the essential action are substantially in place and functioning.</p> <p>Partial Implementation - Most (at least half) of the key practices for the essential action are substantially in place and functioning.</p> <p>Beginning Implementation - Some (less than half) of the key practices for the essential action are substantially in place and functioning.</p> <p>Planning for Implementation - Work is underway to develop at least one of the key practices for the essential action.</p> <p>Not Yet Started - There is currently no evidence of any key practice for the essential action.</p> | | | | | | | |
| ESF Implementation Levels | | | | | | | |
| 1.1 | 1.2 | 2.1 | 3.1 | 4.1 | 5.1 | 5.2 | 5.3 |
| Planning for Implementation | Not Yet Started | Partial Implementation | Partial Implementation | Planning for Implementation | Planning for Implementation | Partial Implementation | Planning for Implementation |

| Lever #1: Strong School Leadership and Planning | | | |
|---|---|-----------------------------|--|
| Essential Actions | Key Practices | Current Implementation | Evidence |
| Develop campus instructional leaders (principal, assistant principal, counselors, teacher leaders) with clear roles and responsibilities. | Campus instructional leaders have clear, written, and transparent roles and responsibilities, and core leadership tasks are scheduled on weekly calendars (observations, debriefs, team meetings). | Planning for Implementation | There is no evidence of a comprehensive list of responsibilities or teachers assigned for supervision. The administrative team indicated that the principal sends out a weekly memo to the staff that shows the events that occur during the week. The team also shared that the administrative team meets briefly at the beginning of the day as well as at the end of the day to discuss all information from the day. There is no evidence of a weekly calendar showing time for observation/feedback meetings, PLCs, or key data meetings. A Friday schedule was provided that indicated opportunities for tutorials and enrichment. |
| | Performance expectations are clear, written, measurable, and match the job responsibilities. | | The administrator focus group and teacher focus group indicated that they set beginning-of-the-year goals through the T-TESS system. Training for the staff on how to set goals occurred at the beginning of the year from the assistant principal. |
| | Campus instructional leaders use consistent, written protocols and processes to lead their department, grade-level teams, or other areas of responsibility. | | An ELAR department agenda indicated that data was discussed as well as curricular issues. An Instructional Leadership Team meeting agenda included norms, goals, and outcomes as well as listed meeting activities and follow-up activities. The administrative focus group shared that agendas are not created and used in the administrative team meetings. |
| | Campus instructional leaders meet weekly to focus on student progress and formative data. | | There is no evidence of an agenda being used in the administrative team meetings. The administrative focus team shared that they meet briefly at the beginning of the day as well as at the end of the day to discuss all information from the day. They also shared that the principal and instructional coach meet to discuss ongoing data analysis. |
| | Principal improves campus leaders through regularly scheduled, job-embedded professional development consistent with best practices for adult learning, deliberate modeling, and observation and feedback cycles. | | There is confirmation that observations are conducted using the Power Walks tool as indicated through the spreadsheet listing 61 classroom walk-throughs. Feedback is provided to the teachers through the observation system. The principal indicated that they also provide feedback through "in-the-moment" conversations with the teachers. The administrative focus team affirmed that the principal conducted calibration feedback loops with the leadership team last year. As observed, the principal conducted a feedback loop with the instructional coach while conducting classroom walk-throughs. |

Lever #1: Strong School Leadership and Planning

| Essential Actions | Key Practices | Current Implementation | Evidence |
|---|--|------------------------|---|
| Compelling and aligned vision, mission, goals, values focused on a safe environment, high expectations, and rigorous instruction. | Stakeholders are engaged in creating and continually refining the campus' mission, vision, values, and goals. | Not Yet Started | The teacher focus team and administrative focus team both indicated that they do not have a campus mission, vision, values, or goals. They also stated that they do not gather feedback from students, staff, and family through surveys. |
| | Campus mission, vision, values, and goals reflect strategies and activities grounded in research for all components of campus and instructional leadership. | | The teacher focus team and administrative focus team both indicated that they do not have a campus mission, vision, values, or goals. Goals for student outcomes are not set. |
| | Campus messages, policies and practices are aligned to the mission and vision, and demonstrate high expectations and shared ownership for student success, with a drive towards college and career readiness and post-secondary success. | | The teacher focus team and administrative focus team shared that they follow the policies and practices as written in the district student handbook. A poster of the 10/10 rules indicated that students were not allowed to leave the classroom for the 1 st 10 and last 10 minutes of the class. The poster is posted throughout the school. Artifacts were provided that indicated that the campus had an initiative focusing on academic vocabulary. Also, it was observed that the teachers highlighted where they attended college with posters or certificates. |

Lever #2: Strategic Staffing

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--|---|------------------------|---|
| Recruit, select, assign, induct and retain a full staff of highly qualified educators. | The campus implements ongoing and proactive recruitment strategies that include many sources for high-quality candidates. | Partial Implementation | The administrative focus team and teacher focus team shared that recruitment efforts occur at the district level as well as through "word of mouth" and social media. |
| | Clear selection criteria, protocols, hiring, and induction processes are in place and align with the school's vision, mission, values, and goals. | | A set of interview questions were provided that are used during the interview process. The questions give guidance to help determine the beliefs of all students. Demonstration lessons were not included in the example. The principal indicated that they continually look for qualified applicants for positions at Fort Stockton Middle School throughout the year. |
| | Campus leaders implement targeted and personalized strategies to retain high-performing staff. | | The weekly memo highlighted a teacher through the Staff Spotlight as well as mentioning the teacher of the quarter. The teacher focus group indicated that they continue to stay on campus due to the amount of administrative support that they receive. They also mentioned that the district provides financial support to the teachers who are identified as master teachers. Student progress, T-TESS scores, and teacher attendance are considered in identifying master teachers. |
| | Teacher placements are strategic based on student need and teacher strengths. | | Both the administrative and teacher focus teams stated that teacher placement was based on certification, teacher input, and the dynamics of the department. |
| | Grade-level and content-area teams have strong, supported teacher leaders trained in adult learning facilitation and team dynamics. | | The administrative focus team shared that department chairs are identified by successful evaluations from previous years, student progress, and willingness to learn. These teachers are a part of the instructional leadership team which received training at the beginning of the year in team dynamics. This team meets with the administration to focus on student needs and campus initiatives as indicated by the example of the ILT agenda. The ILT members then meet with their PLCs weekly to continue their focus on instruction and student progress. |
| | Preferred substitutes are recruited and retained. | | The campus leadership has identified effective subs who want to come to work at the campus. Effective subs have chosen to come to the school due to the warm supportive environment that has been created. |

Lever #3: Positive School Culture

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--|---|------------------------|---|
| Explicit school-wide behavioral expectations and culture routines. | Campus instructional leaders provide clear expectations, training and support so that teachers implement best practices for establishing and maintaining a productive classroom learning environment throughout the school. | Partial Implementation | A poster of the 10/10 rule was provided to illustrate that students are not allowed to leave the classroom for the 1 st or last 10 minutes of class. The administrative focus team and teacher focus team indicated that the district provides the policies for student behavioral expectations through the student handbook. The administration reviews the student expectations and campus procedures at the beginning of the year during grade-level assemblies. Daily reminders are provided during announcements and are reviewed by the administration during lunch. Individual conferences for teachers or students in need of support occur as soon as the need is observed. |
| | Staff implement clear school-wide procedures and provide opportunities for practice that ensure safe and efficient student transitions and gatherings. | | The principal indicated that the campus routines are monitored and reinforced consistently by the administrators and staff. During observations, the students demonstrated safe and effective transitions in the hallways and at lunch. Arrival and dismissal procedures were monitored to ensure that all students were safe and secure. |
| | Campus leaders establish and ensure all staff and students understand a system of incentives and consequences and consistently implement the system with fidelity. | | Both focus teams indicated that they utilize incentives for student perfect attendance but not for other student behaviors. The administrators stated that consequences for student behaviors are listed in the student handbook which is reviewed with the staff and students at the beginning of the school year. They also explained that the bulk of the disciplinary actions occur by the principal or assistant principal. |

Lever #4: High-Quality Instructional Materials & Assessments

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--|---|-----------------------------|---|
| Daily use of high-quality instructional materials. | Campus has High-Quality Materials in place for both RLA and Math as defined by RBIS Indicators. (Based on Key Practice 1 Success Criteria for RBIS) | Planning for Implementation | The Lever 4 Academic Review determined the following: Math assignments are considered high-quality and on grade level (94%). RLA assignments are not considered high-quality and/or on grade level (72%). Please refer to your Lever 4 Academic Review for additional details regarding the analysis of your student assignments. |
| | Campus clearly outlines purpose of each assessment, when it is administered and how results are used to support student learning. | | The ELAR assessment calendar indicated that assessments are administered for RLA courses in alignment with the scope and sequence. The administrative focus team indicated that all of the assessments used in RLA and Math come from the adopted instructional materials. The instructional coach, department chairs, and teachers ensure the assessments are rigorous enough to prepare students for the STAAR exam. They also use MAP testing three times a year. |
| | When instructional materials have been adopted and/or provided to teachers, campus leaders provide resources, training, and support for teachers to implement adopted instructional materials through internalization protocols, teacher planning time, and monitoring the rigor of taught lessons. | | <ul style="list-style-type: none"> The beginning of the year professional development schedule indicates that teachers receive initial training and support with the curriculum. There is also evidence of RBIS training. The teacher focus team indicated that they receive ongoing training and support with Carnegie and Amplify. The administrative focus team stated that they are establishing a system for PLCs where the teachers will receive support with content-specific internalization processes. Lesson plans are turned in on a Google spreadsheet using a district template. Only completion is monitored. Feedback on lessons is provided during observations. |
| | When instructional materials are developed by teachers, campus leaders provide resources and support teachers to develop units, lessons, and assessments that are high quality. | | This key practice is not rated - the campus provides adopted materials |

Lever #5: Effective Instruction

| Essential Actions | Key Practices | Current Implementation | Evidence |
|---|---|-----------------------------|--|
| Professional Development for Effective Classroom Instruction. | Campus instructional leaders provide training and support so that teachers consistently implement content specific best practices. | Planning for Implementation | <ul style="list-style-type: none"> The beginning of the year professional development schedule indicates that teachers receive initial training and support with the curriculum. There is also evidence of RBIS training. NIET training is also being provided for leadership. The teacher focus team indicated that they receive ongoing training and support with Carnegie and Amplify. The administrative focus team stated that they are establishing a system for PLCs where the teachers will receive job-embedded support with content-specific internalization processes. |
| | Campus instructional leaders provide training and support so that teachers consistently implement research based best practices for delivering rigorous instruction in any content. | | <ul style="list-style-type: none"> The beginning of the year professional development schedule indicates that teachers receive initial training and support with the curriculum. There is also evidence of RBIS training. NIET training is also being provided for leadership. The training and support that the teacher focus team indicated that they received focused on content-specific best practices. Some research-based best practices were discussed within the training about curriculum. |
| | Campus instructional leaders provide training and support to teachers on consistently implementing strategies for inclusion and support for students who are members of special populations groups. | | The administrative focus team shared that the campus provides access to online programs through their Chrome books that are designed to provide support for emergent bilingual students and students who receive special ed services. The assistant principal supports teachers with Sheltered Instruction strategies. Teachers also received Marzano training at the beginning of the year. Aides are trained and provided to support the members of special population groups during inclusion. The assistant principal provided training for the staff at the beginning of the year on how to support their special education students. |
| Build teacher capacity through observation and feedback cycles. | Campus instructional leaders use established tools and processes to conduct observations, capture trends, and track progress over time. | Partial Implementation | The campus utilizes the Power Walk walk-through form. The spreadsheet provided shows that 61 walk-throughs with feedback were conducted during a 6-week period which looked at 85 management, engagement, and rigor best practices seen during a classroom observation. |
| | Campus instructional leaders determine the frequency of observations based on teacher needs and student results on formative assessments. | | The spreadsheet provided shows that 61 walk-throughs with feedback were conducted during 6 weeks. The teacher focus team indicated that they receive at least one walk-through per week by their department chair as well as frequent observations by the principal, assistant principal, and instructional coach. The principal indicated that he works with the instructional coach and assistant principal to identify which teachers need observations based on teacher needs and student progress. |
| | Campus instructional leaders lead observation debrief conversations as soon as possible (within 2-3 school days) of observation and focus on the implementation of a high leverage goal or action step. | | The administrative focus team indicated that feedback is provided electronically immediately upon the conclusion of the observation. The administrators stated that some face-to-face feedback is provided when the administrators converse with teachers. Clear goals and action steps are not specifically set with the teachers based on their observations. |
| | Observation debrief conversations feature follow-up on prior goals or action steps, clear models, and opportunities to practice. | | The administrators shared that observation debrief conversations rarely occur and are not based on goal setting. The principal indicated that they provide feedback through “in-the-moment” conversations with the teachers. |

Lever #5: Effective Instruction

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--------------------------|---|-----------------------------|---|
| Data-driven instruction. | Campus instructional leaders review disaggregated data to monitor the progress of all students, provide evidence-based feedback to teachers, and inform instructional responses. | Planning for Implementation | An ELAR testing calendar was provided as an artifact. The administrative focus team indicated that they review the data for benchmarks as soon as the information is available. The principal and instructional coach then share the information with the ILT so that they will be able to walk through the data with their department team. There is no evidence that a data protocol is used. |
| | Campus leaders facilitate a consistent process for teachers, individually and in PLCs, to analyze data, identify trends in student misconceptions, determine the root cause as to why students may not have learned the concept, and create plans to respond. | | A Friday schedule was provided to illustrate when tutorials and enrichment opportunities occur. The administrative focus team indicated that reteaching and enrichment of the core areas happen during the Friday tutorial sessions. They also shared that teachers respond to student reteach needs through bell ringers and exit tickets. There is no evidence that teachers follow a consistent process to analyze data, identify misconceptions, determine student gaps, or plan reteach opportunities. |
| | Campus leaders provide teachers with protected time for in-depth conversations about formative student data and possible adjustments to instructional delivery. | | An example of an ELAR department agenda was provided which indicated discussions about curriculum and data occur. The administrative focus team indicated that the PLCs meet weekly on Fridays and that they focus on the summative data that is shared from the ILT meetings. |
| | Student progress toward measurable goals (e.g., % of class and individual student mastering of objectives, individual student fluency progress, etc.) is visible in every classroom and throughout the school to foster student ownership and goal setting. | | There is no evidence that data or goals are tracked with the students. |

ESF Diagnostic Report

| | | |
|---|-----------------------|----------------------------|
| Campus: | Grades Served: | Date of Site Visit: |
| Fort Stockton Intermediate School - TIP | | |
| District: | Principal: | DCSI: |
| Fort Stockton Independent School District | | |
| ESF Facilitator: | | |
| | | |

| Summary of Strengths | Summary of Growth Areas |
|---|---|
| <ul style="list-style-type: none">• The campus maintains Highly Qualified Instructional Materials for both reading language arts and mathematics. The campus is consistent across grade levels so that the fidelity of materials is used properly. Campus administrators conduct vision walks frequently to ensure the fidelity of HQIM is met and meets the high rigor of instruction.• The campus has developed a strong sense of teamwork. The campus mantra is T.E.A.M. (Together Everyone Achieves More) ...success begins here. Department leads take responsibility for new teachers where they share the mindset of teachers working alone is not an option. The staff work together to create a positive learning environment for their students.• The campus leadership team showed fidelity to the vision walk framework. The principal, assistant principal, instructional campus coach, and assistant superintendent do calibration walks to meet a common vision and expectation.• The campus currently has a process to help teachers internalize the TEKS and analyze student work. The campus reviews student overall data, identifies trends, and plans a response for reteaching | <ul style="list-style-type: none">• There seems to be a lack of specific written roles and responsibilities for the instructional leadership team. Currently, no consistent evidence within the instructional leadership team can be provided to help grow the members as campus leaders.• Specific written details of roles and expectations need to be developed.• The professional development calendar lacked evidence that campus instructional leaders provide training for content-specific best practices in all content areas.• Although the campus provides overall training for teachers in group professional development settings. There is little evidence of coaching feedback provided by campus administration other than the feedback via email. |

Prioritized Focus Areas for Improvement

Essential Action 1.1-

Currently, the campus does not have written roles and responsibilities for the campus leadership team. Most of the expectations are communicated verbally. Veteran teachers are confident in which leader to approach for a specific issue, but new teachers need guidance from a mentor or colleague. Based on the ILT agenda, the action steps are not assigned, and there is no evidence of tracking tools to measure the progress of the action being taken.

Essential Action 5.1-

The campus has provided some professional development, such as the back-to-school training in August and Marazano training in October. The campus utilizes a software product called Vector Solutions that offers online training for student differentiation for all students. The campus wants to focus on one-to-one coaching so that teachers can receive modeling and have an opportunity to engage with the coach. The campus has recently begun utilizing the campus curriculum director in this capacity.

Summary of Barrier Analysis Findings

The leadership team stated that the campus has hired 13 new staff members over two years, requiring the campus administration to prioritize campus culture over other areas. The administrative focus group shared that an intense district approach to ensure high-quality instruction within the district with multiple grants and meeting the grant requirements has created a lack of time to incorporate all programs to their appropriate fidelity.

| Overall Implementation Level Guide | | | | | | | |
|--|------------------------|------------------------|------------------------|---------------------|--------------------------|------------------------|--------------------------|
| <p>Full Implementation - All key practices for the essential action are substantially in place and functioning.</p> <p>Partial Implementation - Most (at least half) of the key practices for the essential action are substantially in place and functioning.</p> <p>Beginning Implementation - Some (less than half) of the key practices for the essential action are substantially in place and functioning.</p> <p>Planning for Implementation - Work is underway to develop at least one of the key practices for the essential action.</p> <p>Not Yet Started - There is currently no evidence of any key practice for the essential action.</p> | | | | | | | |
| ESF Implementation Levels | | | | | | | |
| 1.1 | 1.2 | 2.1 | 3.1 | 4.1 | 5.1 | 5.2 | 5.3 |
| Beginning Implementation | Partial Implementation | Partial Implementation | Partial Implementation | Full Implementation | Beginning Implementation | Partial Implementation | Beginning Implementation |

Lever #1: Strong School Leadership and Planning

| Essential Actions | Key Practices | Current Implementation | Evidence |
|---|---|--------------------------|--|
| Develop campus instructional leaders (principal, assistant principal, counselors, teacher leaders) with clear roles and responsibilities. | Campus instructional leaders have clear, written, and transparent roles and responsibilities, and core leadership tasks are scheduled on weekly calendars (observations, debriefs, team meetings). | Beginning Implementation | The administrative focus group stated expectations have been communicated verbally to all department leaders; however, none are formally written. Instructional Leadership Team meetings occur weekly, and evidence is shown through the prework of ILT agendas and minutes. Each week, PLC meetings occur to discuss data or interventions, which the teacher focus group confirms. |
| | Performance expectations are clear, written, measurable, and match the job responsibilities. | | The principal evaluates all members of the campus leadership team. Written goals are pre-determined in pre-conferences for T-TESS and T-PESS. Prework provided the Campus Curriculum Director (CCD) job description developed at the district level which matches the expectations for T-TESS and T-PESS. |
| | Campus instructional leaders use consistent, written protocols and processes to lead their department, grade-level teams, or other areas of responsibility. | | In the prework, it was evident that each weekly ILT meeting have an agenda and notes of activities and responsibilities for the next steps. During the ILT meetings, there seems to be no evidence of tracking tools for instructional responsibilities. Teachers know the person to go to when one of the administrative team is out. |
| | Campus instructional leaders meet weekly to focus on student progress and formative data. | | ILT meetings contain minutes with specific data to review for student assessment or vision walk data. During the PLCs, teachers met to discuss specific students who have the opportunity to move from Meets to Masters in both Reading and Math. Minutes were captured and recorded on a Google document shared with all team members. |
| | Principal improves campus leaders through regularly scheduled, job-embedded professional development consistent with best practices for adult learning, deliberate modeling, and observation and feedback cycles. | | The instructional leadership team offers observation and feedback to classroom teachers through their vision walk, measuring instructional strategies. The prework showed a substantial amount of professional development for classroom teachers. The teacher focus group shared that department chairs have recently begun work with NIET about coaching teachers. There is a lack of evidence for coaching feedback about the instructional leadership roles and responsibilities to develop continuous improvement. The principal does attend meetings with other principals to develop self-initiated development. The principal shared that he does attend PD with his teachers when attending Region 18 training sessions. |

Lever #1: Strong School Leadership and Planning

| Essential Actions | Key Practices | Current Implementation | Evidence |
|---|--|------------------------|---|
| Compelling and aligned vision, mission, goals, values focused on a safe environment, high expectations, and rigorous instruction. | Stakeholders are engaged in creating and continually refining the campus' mission, vision, values, and goals. | Partial Implementation | The value statement of "T.E.A.M. Intermediate...success begins here" is posted in every newsletter and PLC agenda. Campus leadership shared that the mission and vision are adopted from previous leadership. There is a lack of evidence that mission and vision creation or refinement has been done during this school year. |
| | Campus mission, vision, values, and goals reflect strategies and activities grounded in research for all components of campus and instructional leadership. | | The leadership focus group shared that the mission, vision, and philosophy are student-centered, focusing on building positive relationships and growing student learning through different modalities. All three components are posted in all student and staff documents as evidence in the prework. The teacher focus group stated that the mantra "Success begins here" centers around high rigor and expectation of success for all students. It is posted in classrooms and hallways. The teacher focus group named the T.E.A.M. acronym stands for Together Everyone Achieves More, which suggests a team approach to student learning. Student goals are created and monitored from one assessment administration to the other. Evaluation of goals is conducted during student-to-teacher conferences; the evidence is shown in the data tracker provided in the prework |
| | Campus messages, policies and practices are aligned to the mission and vision, and demonstrate high expectations and shared ownership for student success, with a drive towards college and career readiness and post-secondary success. | | The mission, vision, and philosophy are posted on the staff handbook and student handbook w, which can also be found on the school website. The "T.E.A.M. Intermediate... Success begins here" is posted on all meeting agendas and newsletters in the hallway and classroom. The mission and vision are posted at the school's entrance. Although the staff could not articulate the school's mission and vision, they could state the campus mantra. Teacher focus groups communicated how the "TEAM Intermediate" applies to a team approach to improving student learning. 10 out of 10 students could state expectations that their teachers expected of them. Students were able to state classroom and campus rules and procedures. College flags are hung in the cafeteria to promote college awareness. |

Lever #2: Strategic Staffing

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--|---------------|------------------------|--|
| Recruit, select, assign, induct and retain a full staff of highly qualified educators. | | Partial Implementation | The leadership focus group shared that principals and district leaders attend job fairs and post teacher vacancies on the district webpage and the Texas Association of School Administrators. The campus has successfully maintained and recruited teachers |

The campus implements ongoing and proactive recruitment strategies that include many sources for high-quality candidates.

Clear selection criteria, protocols, hiring, and induction processes are in place and align with the school's vision, mission, values, and goals.

Campus leaders implement targeted and personalized strategies to retain high-performing staff.

Teacher placements are strategic based on student need and teacher strengths.

since there are currently no teacher vacancies on campus. The teacher focus group shares a consistent definition of a highly qualified candidate with the administrative focus group. The teacher focus group shares that the department head of the respective content area is usually asked to participate in the interview. The campus and district maintain a common job description and qualifications required for each potential vacancy, which is shown through the prework evidence provided in a sample job description. During recruitment, the principal shares with potential applicants that the intermediate school has a common planning and conference.

The leadership focus group shared that all district hiring procedures are followed. Evidence of a preset of interview questions was provided in the prework, and the teacher focus group shared a list of questions they would ask in each interview to ensure they have a quality candidate for their school. The district maintains a common job description and qualifications required for each potential vacancy that is shown through the prework evidence provided in a sample job description. There is a lack of evidence that demonstration lessons are required from potential applicants.

The campus has maintained a T.E.A.M (Together Everyone Achieves More) mantra, which the teacher focus group shares that it helps create a positive working environment. The principal shared that team activities are designed throughout the school year, leading to a team atmosphere, as shown in the teacher focus group interviews and PLC. The teachers' focus group shared that the district offers pay raises and that new teachers and those new to the district are offered teacher mentors. Teachers indicated that once a month, the administrative team offers a social event on campus to regenerate openness and build relationships. In the prework, a district list of teachers named Teacher of the Quarter and Year includes high-performing teachers willing to go beyond the norm to improve students on campus.

The administrative focus group shared that the principal assigns teachers based on content expertise, qualifications, and student results. The principal shared that the administrative team also reviews to see if the reassignment is a good personal fit for the teacher and the assigned grade level and content team. Teacher focus group shares that reassignment is an open conversation with the principal and that all decisions are made with the benefit of all students in mind.

Grade-level and content-area teams have strong, supported teacher leaders trained in adult learning facilitation and team dynamics.

Preferred substitutes are recruited and retained.

The district provides professional development for all staff at the beginning of the year, as shown in the professional development calendar provided in the prework. The principal assigns teachers based on content expertise, qualifications, and student results.

The principal also reviews to see if the reassignment is a good personal fit for the teacher and the assigned grade level and content team. The teacher focus group shared that new teachers are assigned mentors to work with throughout the full school year.

The teacher focus group also indicated that all content and grade level work in teams, which is evidenced in PLC. It was observed that the campus leadership conducted vision walks, including teacher observation and feedback. These vision walks are scheduled with the leadership team to ensure collaboration and calibration.

The administrative focus group shared that up to 8 former substitutes are now either teachers or paraprofessionals, which is evidence that the campus does attempt to grow their own into classroom instructional positions. According to administrative focus groups and teacher focus groups, ineffective substitutes are reported to the district so they cannot serve on campus again.

Lever #3: Positive School Culture

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--|---|------------------------|--|
| Explicit school-wide behavioral expectations and culture routines. | Campus instructional leaders provide clear expectations, training and support so that teachers implement best practices for establishing and maintaining a productive classroom learning environment throughout the school. | Partial Implementation | All observed classrooms maintained a safe, positive, learning environment. According to the administrator, teacher focus groups, and classroom observations, some teachers utilize CHAMPS as a classroom behavior expectation, but it is inconsistent throughout the building. During the administrator focus group, the principal provided evidence of an Instructional Leadership Team meeting showing the campus is reviewing campus-wide behavioral expectations. The student code of conduct is available to all parents and posted on the school website. Parent orientation was given at the beginning of the year, as evidenced by the prework slide deck presentation. The teacher focus group share that norms for each meeting are read and reviewed. Currently, there is no evidence of training for classroom culture and management, but the administrator focus groups discussed they are at the beginning stages of developing a plan and rolling it out to staff. Six teachers were sent to classroom management training@ Region 18 to help provide training on campus for staff. Vision walks measure teachers on classroom management, student engagement, and the high instructional standards expected. Teachers are given feedback via email. Turn and Talk training for campus leads was provided in PLC for all staff on October 26 per the administrative focus group, and prework was provided. |
| | Staff implement clear school-wide procedures and provide opportunities for practice that ensure safe and efficient student transitions and gatherings. | | Hallway expectations are posted in every hallway, and cafeteria expectations are posted in the cafeteria. Teacher focus groups shared that all staff are assigned to various tasks for the morning, lunch, dismissal, and during transition to ensure student safety. Most of the students observed complied with hallway expectations and cafeteria expectations. Administrators and teachers were present to redirect if needed. Student focus groups could restate the expectations in the cafeteria, hallway, and classrooms. |
| | Campus leaders establish and ensure all staff and students understand a system of incentives and consequences and consistently implement the system with fidelity. | | The campus has established a weekly recess incentive for students who maintain perfect attendance. The Instructional Leadership Team is currently developing a PRIDE incentive for students who show positive behavior. During classroom observations, some teachers offer classroom incentives for positive behavior and higher-level thinking. In the prework, the student handbook holds the guidelines for teachers for students not meeting expectations. |

Lever #4: High-Quality Instructional Materials & Assessments

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--|---|------------------------|--|
| Daily use of high-quality instructional materials. | Campus has High-Quality Materials in place for both RLA and Math as defined by RBIS Indicators. (Based on Key Practice 1 Success Criteria for RBIS) | Full Implementation | The Lever 4 Academic Review determined that your campus provides high-quality and on-grade-level assignments for all students. Please refer to your Lever 4 Academic Review for additional details regarding analyzing your student assignments. Based on Lesson 4 Academic Review, 78% of RLA assignments submitted are considered high-quality and on grade level. Based on Lesson 4 Academic Review, 94% of math assignments submitted are considered high-quality and on grade level. |
| | Campus clearly outlines purpose of each assessment, when it is administered and how results are used to support student learning. | | <p>The instructional campus coach reviews the lesson plans to ensure instruction is within the scope and sequence of instruction. Teachers shared they use exit tickets to measure the day's learning and the curriculum utilizes a weekly assessment to measure student learning and help develop intervention groups. An assessment calendar was submitted listing the testing window start and end dates for both Grades 4 and 5. The district has submitted an HQIM Implementation Plan, which indicates the district will use the interim and summative assessments administered to support student learning for long-term and overall progress. Curriculum-embedded assessments will be used to make core instructional decisions for more targeted student support. The plan indicates that the results will be used to make instructional decisions with aligned activities. The assessment calendar indicates the testing windows for the interim assessments. The HQIM Implementation Plan indicates how the assessments will be used to set long-term goals and measure overall progress.</p> <p>HQIM Implementation Plan specifies that campus leadership will monitor implementation by conducting vision walks and collecting relevant information/artifacts to identify trends and determine the next steps. A district-created Google Form provides evidence of the implementation of HQIM instructional materials. The district</p> |

When instructional materials have been adopted and/or provided to teachers, campus leaders provide resources, training, and support for teachers to implement adopted instructional materials through internalization protocols, teacher planning time, and monitoring the rigor of taught lessons.

When instructional materials are developed by teachers, campus leaders provide resources and support teachers to develop units, lessons, and assessments that are high quality.

has a plan to reflect on data from the vision walks and observation tools to identify short-term priorities and next steps regarding student progress monitoring. The district Google Form collects data regarding instructional rigor observed in the classroom. Teachers are provided with planning time, which allows them to meet at least twice a week with their grade level team and/or department for PLCs. There is additional time indicated on the master calendar (TEAM TIME) that could be used for collaboration and planning. HQIM Plan indicates this time will be used for module internalization, lesson internalization, planning, data digs, etc. Lesson and Module Internalization Coach Protocols were submitted for Amplify and Eureka Math TEKS Edition. Additionally, the district plan indicates training and professional development for implementation support. The master schedule provided indicates that teachers have a conference period with the opportunity to plan, internalize lessons, and analyze data. In addition, each grade level has an aligned TEAM TIME and Instructional Preparation time, providing an added collaboration opportunity.

Materials are adopted and/or provided to teachers; campus leaders provide resources, training, and support for teachers to implement adopted instructional materials through internalization protocols, teacher planning time, and monitoring the rigor of taught lessons.

Lever #5: Effective Instruction

| Essential Actions | Key Practices | Current Implementation | Evidence |
|---|---|--------------------------|---|
| Professional Development for Effective Classroom Instruction. | Campus instructional leaders provide training and support so that teachers consistently implement content specific best practices. | Beginning Implementation | Marazano instructional strategies were provided at the beginning of the year for professional development, then again in September, as per the prework and administrative focus groups. The administrative focus group shared that the campus curriculum director (CCD) reviews the lesson plans to ensure instruction is within the scope and sequence of instruction. Exit tickets are shared with CCD to ensure quality and that it measures the day's learning. Both the administrative and teacher focus groups share that the CCD has recently begun to coach teachers if the lesson or exit ticket lacks the expectations set by the campus. The teacher focus group shared evidence that the CCD has begun to provide feedback through coaching conversations that reflect research-based instructional strategies. According to the administrator and teacher focus group, instructional strategies are shared monthly during PLC. According to the teacher focus group, the department chairs share instructional strategies during their content area planning time. |
| | Campus instructional leaders provide training and support so that teachers consistently implement research based best practices for delivering rigorous instruction in any content. | | Campus administrators conduct vision walks aligned with the lesson framework expected throughout the district. Evidence is shown in the prework and teacher and administrator focus groups. The teacher and administrator focus groups shared that training on Amplify vision walks was provided at the beginning of the year for all instructional staff. In the prework, data analysis of the monthly data walks was presented, and best practices were discussed in PLCs. Upfront training on Amplify and Eureka was provided, but no evidence for Science and Social Studies was found. |
| | Campus instructional leaders provide training and support to teachers on consistently implementing strategies for inclusion and support for students who are members of special populations groups. | | One time a month, during PLC, dedicated time is given to discuss the student's progress in RTI, as shown in prework evidence. Currently, there is a lack of evidence of campus-wide training and professional development for ways students respond and demonstrate understanding. The teacher focus group stated that the campus lead special education teacher helps teachers apply multiple classroom instructional strategies to help meet IEP goals. One instructional aide is provided for support for each content area. Teachers received Vector Solution training, which provides training on differentiation of instruction for all students. Vector Solutions online program is provided for all Fort Stockton ISD instructional staff. This is provided as prework evidence. |

Lever #5: Effective Instruction

| Essential Actions | Key Practices | Current Implementation | Evidence |
|---|---|------------------------|--|
| Build teacher capacity through observation and feedback cycles. | Campus instructional leaders use established tools and processes to conduct observations, capture trends, and track progress over time. | Partial Implementation | Administrator and teacher focus groups shared that the campus leaders conduct classroom vision walks together. The principal and assistant principal both conduct walkthroughs separately as well. Feedback is received through an email and is tracked on a Google sheet for all campus leadership teams to observe and disaggregate. Some of the walkthroughs are scheduled. One-to-one feedback in person is given if the teacher or the administrator initiates it. |
| | Campus instructional leaders determine the frequency of observations based on teacher needs and student results on formative assessments. | | The district has mandated a set number of walkthroughs for each teacher. Still, more walkthroughs are set at the discretion of the campus administrator based on student assessment results and instructional needs as per the administrator focus group. Each teacher has already received at least 12 to 14 walkthroughs during the school year. |
| | Campus instructional leaders lead observation debrief conversations as soon as possible (within 2-3 school days) of observation and focus on the implementation of a high leverage goal or action step. | | Teacher focus group shares that debrief conversations of the walkthroughs are done only if initiated by the principal or teacher. Most feedback is given through email. Administrative and Teacher focus groups indicated that the feedback is aligned with the vision walk framework, which provides high-leverage action steps. The CCD provides coaching feedback when a gap is shown in lesson plans or exit tickets and when a teacher seeks instructional coaching assistance. |
| | Observation debrief conversations feature follow-up on prior goals or action steps, clear models, and opportunities to practice. | | The campus vision walk and formal T-TESS observations serve as the main source of feedback to the teacher about instructional capacity. Teacher focus groups shared that the campus administrative team maintained being open to discussion of any questions about the walkthrough feedback the teacher received. The ICC has provided modeling for teachers on instructional strategies being implemented in the classroom. |

Lever #5: Effective Instruction

| Essential Actions | Key Practices | Current Implementation | Evidence |
|--------------------------|---|--------------------------|---|
| Data-driven instruction. | Campus instructional leaders review disaggregated data to monitor the progress of all students, provide evidence-based feedback to teachers, and inform instructional responses. | Beginning Implementation | The campus maintains a student data sheet of all students by content and grade level tracking assessment scores, cycle grades, response to intervention, map scores, and readiness checkpoints. The campus maintains an assessment calendar for all checkpoints, formal and informal assessments, and map benchmarks. Upcoming assessments are reminded in newsletters and PLC agendas. Every 4th week of the month is reserved for data review during assigned PLC times. |
| | Campus leaders facilitate a consistent process for teachers, individually and in PLCs, to analyze data, identify trends in student misconceptions, determine the root cause as to why students may not have learned the concept, and create plans to respond. | | Based on previous PLC prework, evidence shows that identifying trends is part of the agenda during data reviews. The tracking tool is used to identify the gaps and common misconceptions of each assessment. It provides the assessment question that students scored poorly. The tool identifies the root cause of the rationale for poor performance and the strategy for reteaching the standard. |
| | Campus leaders provide teachers with protected time for in-depth conversations about formative student data and possible adjustments to instructional delivery. | | PLCs are assigned weekly for all content areas, as shown in the submitted prework and focus group discussions. The 1st week is reserved for the department head to communicate campus priorities. The 2nd week during PLC is reserved for KID talk, in which the individualized needs of specific students are discussed. Every 3rd week of the month is reserved for RTI student review. Every 4th week of the month is reserved for review of student formative data as per evidence shown in PLC observation, prework submitted, and administrative focus group. Each PLC has an agenda centrally kept on a shared Google Sheet. |
| | Student progress toward measurable goals (e.g., % of class and individual student mastering of objectives, individual student fluency progress, etc.) is visible in every classroom and throughout the school to foster student ownership and goal setting. | | There was a lack of evidence of student progress tracking artifacts displayed in the campus hallways or classroom. The student focus group reported that they have data binders and must mark and track their assessment scores to internalize their progress. |



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Contract: Performance Services Stadium Project

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

The Board of Trustees previously approved a letter of intent to move forward with PSI as the selected vendor for the Stadium Project. This was done while we negotiated the terms of a contract and to allow attorneys to review the final contract.

PSI representatives will be present for questions.

Fiscal Implications:

Total will be determined based on scope of project.

Recommendation:

Approve contract

Suggested Motion:

I move to approve the contract with PSI for the Stadium Project as presented.



Standard Form of General Conditions of Contract Between Owner and Design-Builder

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder Lump Sum* (2009 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 525, Standard Form of Agreement Between Owner and Design-Builder – Lump Sum, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Preliminary Improvement List, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 of the General Conditions of Contract and the submission of all documents set forth in Section 6.7.2 of the General Conditions of Contract.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, tariffs, labor and material disputes and/or shortages, earthquakes, pandemics, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2009 Edition).

1.2.10 *GMP Exhibit* – not applicable.

1.2.11 *GMP Proposal* – not applicable.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to

be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements, prescriptive specifications, and LEED ® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or Substantially Complete means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents. The final scope of Work shall be mutually agreed to by the parties following the completion of Design Development Services and shall be specified in the Contract Scope Amendment.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with meeting minutes from regular construction meetings detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at

least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are to be set forth in an exhibit to the Agreement entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

2.4 Design Development Services

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The

Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. Following approval of the Construction Documents by Owner, Design-Builder shall procure pricing of the Construction Documents pursuant to Design-Builder's "open book pricing" methodology available in the market at the time of completion of the Construction Documents. Following submission and review of the "open book pricing", Owner and Design-Builder shall agree to a final scope of Work and shall execute the Contract Scope Amendment. Following execution of the Contract Scope Amendment, Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.4.5 In the event that a portion of the Work is required to be commenced prior to the execution of the Contract Scope Amendment, Owner shall issue a Notice to Proceed to Design-Builder authorizing such portion of Work and the corresponding price for such portion of Work.

2.5 Legal Requirements

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits

2.6.1 Except as identified in an Owner's Permit List attached as **Exhibit "D"** to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the

Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform or cause to be performed all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.8.2 Design-Builder shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Contact and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Any duty or obligation of safety by Design-Builder is owed solely to Owner, and any safety programs, policies or measures provided by Design-Builder are solely for the benefit of Owner. Design-Builder does not owe any safety duty or obligation to any of its subcontractors or their employees, sub-subcontractors or suppliers or any other individual at the Project site. Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all applicable laws, ordinances, codes, rules and regulations, including those relating to health and safety matters, relating to the Project or Site or their

performance of the Work, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be deemed inapplicable.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

- .1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
- .2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;
- .3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;
- .4 A legal description of the Site;
- .5 To the extent available, as-built and record drawings of any existing structures at the Site; and
- .6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Contact

3.4.1 Owner's Contact shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Contact shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Contact shall communicate

regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as **Exhibit "D"** to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4 **Hazardous Conditions and Differing Site Conditions**

4.1 Hazardous Conditions

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for

whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5 **Insurance and Bonds**

5.1 Design-Builder's Insurance Requirements

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in Exhibit "C" to the Agreement. Coverage shall be secured from insurance companies domiciled in the United States and authorized to do business in the state of Texas, and with a minimum rating set forth in the Agreement.

5.1.2 Any professional liability shall specifically delete any design-build exclusions that could compromise coverages because of the design-build delivery of the Project. Such policies shall be provided prior to the commencement of any design services hereunder.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.1.4 Design-Builder shall also purchase and maintain Builder's Risk insurance. The Builder's Risk insurance shall be maintained until Substantial Completion, unless otherwise agreed in writing by the parties to this Agreement. This Builder's Risk insurance shall include the interests of Owner, Design-Builder, and Design-Builder's subcontractors and sub-subcontractors in the Project as insureds. Design-Builder shall disclose to the Owner the amount of any deductible for the Builder's Risk, and the Owner shall be responsible for the cost of any losses within the deductible.

5.2 Owner's Liability Insurance

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in **Exhibit "C"** to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance

5.3.1 The Owner shall assume full responsibility for any risk of loss to adjacent property and premises (including any existing structure(s) and any other tangible property) other than damage to the Work itself. Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in Texas property insurance upon all property and premises (other than the Work itself), in an amount equal to the total value of the property and premises on a replacement cost basis, and on all real and personal property, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. Owner shall also procure and maintain business interruption insurance and extra expense insurance in an amount sufficient to cover the necessary restoration period following a loss. Upon Substantial Completion, Owner shall assume full responsibility to insure the replacement value of the Project and the completed Work.

5.3.2 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder mutually waive all rights against each other, and each of their subcontractors and sub-subcontractors, for losses or damages to the extent such losses or damages are covered by Builder's Risk insurance under Section 5.1.4 herein, except such rights as they may have to the proceeds of such insurance held by Design-Builder as trustee. Owner and Design-Builder mutually waive all rights against each other (but not their respective subcontractors and sub-subcontractors, which rights are expressly reserved) for losses or damages covered by any insurance under Section 5.3 herein, except such rights as either Owner or Design-Builder may have to the proceeds of such insurance held by the Owner as trustee. Notwithstanding anything to the contrary herein, the mutual waivers of subrogation set forth herein shall not be deemed to waive any rights by either Owner or Design-Builder to pursue recovery or payment from any party or entity of any deductible obligations for the Builder's Risk

insurance or the insurance set forth in Section 5.3 herein.

5.4 Bonds and Other Performance Security

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6 **Payment**

6.1 Schedule of Values

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of final determination of the Scope of Work and the Contract Price, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are, or will be at the time funds are released by Owner, suitably stored at either the Site or another acceptable location, or are in transit from Design-Builder's supplier, (ii) the equipment and materials, including materials in transit, are protected by suitable insurance acceptable to the Owner and (iii) upon payment, or delivery of any materials which were in transit at the time of payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work,

Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

- .1** an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
- .2** a general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;
- .3** consent of Design-Builder's surety, if any, to final payment;
- .4** all operating manuals, warranties and other deliverables required by the Contract Documents; and
- .5** certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification

7.3.1 Providing that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien

and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable. Nothing in this Paragraph or in the Contract Documents shall be construed as a waiver or limitation of Owner's rights under Wis. Stat. Sec. 893.80 or of the statutory damage limitations provided therein.

Article 8 **Time**

8.1 Obligation to Achieve the Contract Times

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

- .1 The scope of the change in the Work;
- .2 The amount of the adjustment to the Contract Price; and
- .3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives

9.2.1 A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
- .2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;
- .3 Costs, fees and any other markups set forth in the Agreement; and

.4 If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10 **Contract Adjustments and Disputes**

10.1 Requests for Contract Adjustments and Relief

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution

10.2.1 The parties are fully committed to working with each other throughout the Project and

agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Contact which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Contact, Design-Builder's Senior Representative and Owner's Senior Contact, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated under the Texas Rules for Alternative Dispute Resolution. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator, in accordance with the Texas Rules for Alternative Dispute Resolution. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above shall be decided by arbitration, in accordance with the Construction Industry Arbitration Rules of the AAA, in the county in which the Project is located.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue

to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11 **Stop Work and Termination for Cause**

11.1 Owner's Right to Stop Work

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

- .1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or
- .2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

- .1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.
- .2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in

the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12 **Electronic Data**

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion of the Project data or other information contained in the electronic media.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13 **Miscellaneous**

13.1 Confidential Information

13.1.1 Confidential Information is defined as information which is determined by the transmitting

party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project, subject to disclosure required by the open records laws of the State of Texas.

13.2 Assignment

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 E-Verify

13.10.1 Design-Builder shall enroll in and verify the work eligibility status of all newly hired employees of Design-Builder through the E-Verify program ("Program"). Design-Builder is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, Design-Builder is furnishing an executed affidavit attached hereto affirming that Design-Builder does not knowingly employ an unauthorized alien.

Design-Builder shall require each of its subcontractors to certify to Design-Builder that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in and participates in the E-Verify Program. Design-Builder shall maintain on file the aforementioned certification from each subcontractor throughout the duration of the term of the respective contract with the subcontractor.

13.11 Assistance With Federal Programs

13.11.1 The Internal Revenue Code allows various tax benefits to companies that implement energy efficiency and renewable energy projects with public entities in some situations. Owner agrees to assist PSI in applying for these federal programs, should any be applicable due to the execution of this Contract and the performance of the Work. PSI agrees to reimburse the Owner for any labor or other costs incurred by Owner in helping PSI complete applications for these programs.

13.12 Software Upgrades and Compatibility; Remote Access

13.12.1 It is understood that from time to time operating software that may be an inherent part of Owner's facilities and/or the Project improvements will be upgraded and/or transitioned to new platform by the developer of such software, outside of the control of PSI. Owner shall be responsible for all costs associated with any and all software upgrades and/or compatibility requirements. In addition, during the Contract Time and the period of the Guarantee, Owner agrees to grant PSI remote access as follows:

- .1 Access to Owner's HVAC system via VPN connection;
- .2 Access to relay emails from the HVAC devices for alarm notification and energy reporting;
- .3 Access to the HVAC devices for retrieval of weather data, time sync and other necessary functions;
- .4 Access for use in commissioning HVAC devices;
- .5 Owner understands and acknowledges that the building automation system for the Project will be uploading telemetry and building control system operating data to a centralized online repository for ease of management and reporting. Owner agrees to allow unrestricted outbound internet access as appropriate to facilitate communications from the equipment installed by PSI.

EXHIBIT A

| Fort Stockton ISD - Improvement List and Budget Pricing | | |
|---|--|-------------------------|
| February 21, 2025 | | |
| | Improvements | Budget Pricing |
| Fort Stockton High School: Panther Stadium | | |
| | Scope Item 1: Home Bleachers, Press Box, Concession Stand, Track & Field | \$ 8,290,000.00 |
| | * Owner Directed Allowance | \$ 2,710,000.00 |
| | Building Total | \$ 11,000,000.00 |

EXHIBIT B

| Fort Stockton ISD - General Milestones Design and Construction Schedule February 21, 2025 | | |
|--|---------------------------|-----------------------|
| | | Date |
| Schedule - Scope Item 1: Home Bleachers, Press Box, Concession Stand, Track & Field | | |
| | Design Phase | 2/10/2025 - 3/28/2025 |
| | Construction Commencement | 5/1/2025 |
| | Construction Completion | 9/5/2025 |
| *Schedule for Owner Directed Allowance items shall be mutually agreed to by the parties. | | |



Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of February, 2025, by and between the following parties, for services in connection with the Project identified below.

OWNER: **Fort Stockton ISD**
101 West Division Street
Fort Stockton, Texas 79735

DESIGN-BUILDER: **Performance Services, Inc.**
4670 Haven Point Boulevard
Indianapolis, In 46280

PROJECT: **2022 Design Build Projects**

Owner certifies that i) the execution and delivery of this Agreement have been duly authorized by all necessary corporate or official action required of Owner; ii) this Agreement is a legal, valid and binding obligation, enforceable against Owner; and iii) this Agreement satisfies any and all applicable procurement laws, rules and/or regulations of the State of Texas.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

- .1** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and
- .2** Contract Scope Amendment as developed between the Owner and Design-Builder following completion of Design Development Services and defined in Section 6.1 below.
- .3** All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2009 Edition) ("General Conditions of Contract");
- .4** This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;
- .5** Written Supplementary Conditions, if any, to the General Conditions of Contract;
- .6** The General Conditions of Contract;
- .7** The Basis of Design Documents, including the Owner's Project Criteria and Preliminary Improvement List, attached hereto as **Exhibit "A"**.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review the Contract Documents identified above, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.7 shall be resolved by giving precedence first to the Deviation List, if any, then the Design Builder's Proposal and then the Owner's Project Criteria.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain prescriptive/design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the prescriptive/design specifications and its compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate prescriptive/design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

3.6 In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

- .1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein; and
- .2** Owner agrees to pay Design-Builder the additional sum of One and 00/100 Dollars (\$1.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with this Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses arising out of or resulting from the use or alteration of the Work Product. Nothing in this Paragraph or in the Contract Documents shall be construed as a waiver or limitation of Owner's rights under Wis. State. Sec. 893-80 or of the statutory damage limitations provided therein.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion

5.2.1 The date of Substantial Completion of the entire Work shall be established in the Contract Scope Amendment, as defined below.

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official, if a Temporary Certificate of Occupancy is applicable to the Project."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: Initial summary design and construction schedule is attached hereto as **Exhibit "B"**. The final construction schedule shall be agreed to by the parties and attached to the Contract Scope Amendment, as defined below.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by September 5, 2025, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by September 5, 2025, Design-Builder shall pay Owner Fifty Thousand and 00/100 Dollars (\$50,000.00), plus Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as liquidated damages for each day that Substantial Completion extends beyond September 5, 2025. Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any delay damages that may be assessed under this Agreement shall be One Percent (1.00%) of the Contract Price of Scope Item No. 1 of Eight Million Two Hundred Ninety Thousand and 00/100 Dollars (\$8,290,000.00), which equals Eighty Two Thousand Nine Hundred and 00/100 Dollars (\$82,900.00).

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether direct, special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any), or Final Completion. Damages under this provision shall not affect any other damages, other than delay damages, awarded pursuant to this Agreement except that total damages awarded under this Agreement shall be offset by any damages paid pursuant to this provision.

5.6 Early Completion Bonus. Not applicable.

Article 6 **Contract Price**

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of **Eleven Million and 00/100 Dollars (\$11,000,000.00)** ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements. Owner acknowledges and agrees that the Owner's Project Criteria is conceptual in nature and that the final Scope of Work shall be determined using Design-Builder's "open book pricing" methodology available following completion of Design Development Services under Section 2.4 of the General Conditions. Following the completion of Design Development Services, Owner and Design-Builder shall agree to and execute an amendment to this Agreement specifying the final Scope of Work (the "Contract Scope Amendment").

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

.1 For additive Change Orders by the Owner, including additive Change Orders arising from both additive and deductive items, it is agreed that Design Builder shall receive a Fee of fifteen percent (15.00%) of the additional costs incurred for that Change Order.

.2 For deductive Change Orders by the Owner, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include an amount equal to the sum of: zero percent (0.00%) applied to the direct costs of the net reduction.

6.3 Allowance Items and Allowance Values

.1 Allowance Items, if any, as well as their corresponding Allowance Values, may be set forth in an exhibit attached hereto.

.2 Design-Builder and Owner have worked together to review the Allowance Items and

Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Item. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4 Performance Incentives. Not applicable.

Article 7

Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 All payments made by Owner to Design-Builder shall be made via wire transfer. Within ten (10) days of execution of the Agreement, Owner shall pay to PSI five percent (5%) of the Contract Price as a mobilization fee and one hundred percent (100%) of the engineering for the Project, as specified in the Design-Builder's Proposal. Thereafter, the balance of the Contract Price shall be paid to PSI in monthly progress payments, as specified above.

7.2 Retainage on Progress Payments

7.2.1 Owner shall retain zero percent (0.00%) of each Application for Payment until the Project achieves ninety percent (90%) complete. Thereafter, the Owner shall be entitled to retain the final ten percent (10%) of the Contract Price until Final Completion is achieved.

7.2.2 Intentionally deleted.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment via wire transfer on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract and (b) Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract..

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing ten (10) days after payment is due at the rate of eight percent (8%) per annum until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

- .1 All Work executed and for proven loss, cost or expense in connection with the Work;
- .2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and
- .3 The fair and reasonable sums for overhead and profit on the sum of items .1 and .2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

- .1 Not applicable.
- .2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid fair and reasonable sums for overhead and profit on the remaining balance of the Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representative of the Parties

9.1 Owner's Contacts

9.1.1 Owner designates the individual listed below as its Senior Contact ("Owner's Senior Contact"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.1.2 Owner designates the individual listed below as its Owner's Contact, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2 Design-Builder's Representatives

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Joe Muldoon
Vice President
Performance Services, Inc.
801 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664
Phone: (512) 498-3805

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Greg Mizell
Operations Manager
Performance Services, Inc.
801 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664
Phone: (512) 498-3805

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto as **Exhibit “C”** and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond. Required

Payment Bond. Required

Other Performance Security. Not Required

Article 11 **Other Provisions**

11.1 Antidiscrimination Provisions

11.1.1 Design-Builder will not discriminate on any basis prohibited by law.

11.1.2 The Design-Builder and all of its subcontractors and consultants shall adhere to the Owner's non-discrimination policies.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

Article 12 **Limitation of Liability**

12.1 Limitation. Design Builder and Owner agree that insurance limits will not limit any damages related to serious bodily injury or loss of life. Except for damages relating to serious bodily injury or loss of life, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through, or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed the limits of applicable insurance as required by the Contract Documents. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

OWNER:

FORT STOCKTON ISD

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

PERFORMANCE SERVICES, INC.

(Signature)

(Printed Name)

(Title)

Date: _____

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.



Insurance Exhibit

Design-Builder's Insurance Requirements

(The Parties are strongly encouraged to consult their insurance advisors prior to completing this Exhibit)

1.0 Insurance Types and Limits

1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions required under applicable law and as follows as well as Article 5 of the General Conditions of Contract:

(Specify each type of insurance as applicable, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)

| Type of Insurance | Minimum Limits Required Per Claim/Occurrence | Minimum Limits Required Aggregate Policy Limits | Maximum Deductible |
|--|---|--|-----------------------|
| 1. Worker's Compensation | Statutory Limits | Statutory Limits | |
| 2. Employer's Liability (Bodily Injury by Accident) | | | |
| a. By Disease | \$ 500,000 | \$ 500,000 | \$ |
| b. Each Accident | \$ 500,000 | \$ | \$ |
| c. Each Employee | \$ 500,000 | \$ | \$ |
| 3. Commercial General Liability | \$ | \$ | \$ |
| a. Bodily Injury/Property Damage per occurrence limit | \$ 1,000,000 | n/a | \$ |
| b. Bodily Injury/Property Damage aggregate limit | n/a | \$ 2,000,000 | \$ |
| c. Products/Completed Operation Aggregate Limit | n/a | \$ 2,000,000 | \$ |
| d. Personal and Advertising Injury aggregate Limit. | n/a | \$ 1,000,000 | \$ |
| e. Medical Expense Limit (any one person) | \$ 5,000 | \$ | \$ |
| f. Fire Damage (any one fire) | \$ 50,000 | | |
| 4. Contractor's Protective Liability (if applicable) | \$ | \$ | \$ |
| 5. Commercial Automobile Liability | \$ 1,000,000 | \$ | \$ |
| 6. Professional Errors and Omissions pursuant to Section 1.3 below (per claim/aggregate) | \$ 2,000,000 | \$ 2,000,000 available | \$ |

| Type of Insurance | Minimum Limits Required Per Claim/Occurrence | Minimum Limits Required Aggregate Policy Limits | Maximum Deductible |
|--|---|--|-------------------------------|
| 7. Contractor's Pollution Liability including coverage for microbial matter (if applicable) | \$ | \$ | \$ |
| 8. Umbrella Excess Liability Insurance | \$ 10,000,000 | \$ 10,000,000 | \$ |
| 9. Other Coverages Required on a Project Specific Basis (e.g. Aircraft Liability) | Builder's Risk Insurance Contract Price Coverage | \$ | \$ |

1.2 The insurance required by this Section 1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.3 Select One:

- ☐ The professional liability policy required pursuant to Section 1.1.6 above shall be written on a Project specific basis and the policy premium shall be paid by Owner.
- ☒ The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant. Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal. The Design Consultant's practice policy must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances

1.4 Any coverage required to be maintained after Final Payment shall be identified below.

(List here any coverages required to be maintained after Final Payment is made):

- .1 Professional Liability (Errors and Omissions) – 3 Years after Substantial Completion

2.0 Endorsements and Certificates

2.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder. For example, Nuclear Energy Exclusions and those Exclusionary Endorsements relating to Pollutants, Asbestos, Lead, etc. may be acceptable depending on project parameters and the grant of coverage that is provided for such exposures under the Professional Liability and Contractors Pollution Liability policies.

2.2 General Liability, Automobile Liability and Umbrella Excess Liability policies shall each include the following endorsements or equivalent:

- .1 Unintentional Errors and Omissions Endorsement
.2 Notice of Occurrence Endorsement
.3 Knowledge of Occurrence Endorsement

2.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies.

2.5 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If coverage in whole or in part is written on a claims-made basis, the policy must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

2.5.1 The policy is to provide coverage for off-site Transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site Disposal, Treatment and Storage facilities.

2.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to the release of such Naturally Occurring Substances as a result of the performance of Operations.

3.0 Additional Insureds

3.1 Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below:

(List here any other policies for which the Owner will be an additional insured, as well as other entities who are to be named an additional insured)

a. Not applicable.

3.2 Additional Insured coverage provided under the Commercial General Liability Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.0 Terms and Effective Dates

4.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.2 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment is made.

4.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.4 If the Professional Liability coverage is provided on a Project specific basis it shall include an extended reporting period of 3 years beyond the date for Substantial Completion of the Project unless otherwise specified.



Insurance Exhibit

Owner's Insurance Requirements

(The Parties are strongly encouraged to consult their insurance advisors prior to completing this Exhibit)

1.0 Insurance Types and Limits

1.1 Owner shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions, as follows as well as Article 5 of the General Conditions of Contract:

(Specify each type of insurance as applicable, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)

| Type of Insurance | Minimum Limits Required Per Claim/Occurrence | Minimum Limits Required Aggregate Policy Limits | Maximum Deductible |
|---|---|--|-----------------------|
| 1. Worker's Compensation | Statutory Limits | Statutory Limits | |
| 2. Employer's Liability (Bodily Injury by Accident) | \$ | \$ | \$ |
| a. By Disease | \$ | \$ | \$ |
| b. Each Accident | \$ | \$ | \$ |
| c. Each Employee | \$ | \$ | \$ |
| 3. Commercial General Liability | \$ | \$ | \$ |
| a. Bodily Injury/Property Damage per occurrence limit | \$ | n/a | \$ |
| b. Bodily Injury/Property Damage aggregate limit | n/a | \$ | \$ |
| c. Products/Completed Operation Aggregate Limit | n/a | \$ | \$ |
| d. Personal and Advertising Injury aggregate Limit. | n/a | \$ | \$ |
| e. Medical Expense Limit (any one person) | \$ | \$ | \$ |
| 4. Commercial Automobile Liability | \$ | \$ | \$ |
| 5. Umbrella Excess Liability Insurance | \$ | \$ | \$ |
| 6. Other Coverages Required on a Project Specific Basis (e.g. Site Pollution) | \$ | \$ | \$ |

1.2 The insurance required by this Section 1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.3 Any coverage required to be maintained after Final Payment shall be identified below.

(List here any coverage to be maintained after Final Payment)

1.4 In the event the Owner is providing any design services (either in-house or through a separate designer contracted by Owner), the Owner shall provide to Design-Builder evidence of professional liability coverage for that scope of work.

2.0 Endorsements and Certificates

2.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder. For example, Nuclear Energy Exclusions and those Exclusionary Endorsements relating to Pollutants, Asbestos, Lead, etc. may be acceptable depending on project parameters and the grant of coverage that is provided for such exposures under Owner's or Other Parties Site Pollution Liability policies.

2.2 General Liability, Automobile Liability, Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

- .1** Unintentional Errors and Omissions Endorsement
- .2** Notice of Occurrence Endorsement
- .3** Knowledge of Occurrence Endorsement

2.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as underlying policies.

3.0 Additional Insureds

3.1 Design-Builder and Design-Builder's officers, directors and employees and Subcontractors and Design Consultants of any tier shall be included as an additional insured on general liability, umbrella liability and automobile liability policies of insurance of the Owner. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Owner shall furnish to Design-Builder a copy of all Certificates of Insurance showing the parties named as an additional insured as set forth above. Design-Builder shall not be an additional insured on any other of Owner's policies except for those which are specifically listed below:

(List here any other policies for which the Design-Builder will be an additional insured, as well as other entities who are to be named as an additional insured on any of the specified policies)

a.

3.1 Additional Insured coverage provided under the Commercial General Liability and Umbrella/Excess policies shall cover both the premises/operations and completed operations hazards.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Contract Extensions for Directors, Principals, and Cabinet

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

This year we will conduct contract extensions in three phases. The first group consists of all Directors, Principals, and Cabinet positions.

We are proud to state that we have an amazing group of leaders. This is the first time in a few years that all Directors, Principals, and Cabinet employees are being recommended for an extension. List of names and positions are included in the attachment.

If leaders are on a Chapter 21 contract they will only be moved from probationary to term once they meet the established District of Innovation standards.

Fiscal Implications:

N/A

Recommendation:

Approve contract extension for all currently employed Directors, Principals, and Cabinet members.

Suggested Motion:

I move to approve a 1-year contract extension for all currently employed Directors, Principals, and Cabinet members as presented.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Compensation Plan: Stipend Midland College Registration

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

This school Midland College approved the FAST (Financial Aid for Swift Transfer) program. This move allows our students to take advantage of free dual credit. In their transition to this program, they cut a stipend previously dispersed to Senior Counselor for assistance with student registration.

This program also saved the district a few hundred thousand that were previously spent on funding tuition for certain dual credit programs.

We propose to create a new stipend for the high school counselor responsible for college registration in the amount of \$2,500 which is a little more than what was previously earned.

Fiscal Implications:

Minimal since we saved cost of tuition.

Recommendation:

Approve new stipend to prevent loss of previous income.

Suggested Motion:

I move to approve the new stipend for counselor's registration efforts.



Centurion Industries, Inc.
A-Lert Roof System Division
2065 FM 1102
New Braunfels, TX 78132
P (800) 344-0609 * F (830) 643-1912



February 18, 2025

Dr. Gabriel Zamora
Superintendent
Ft Stockton ISD

Dear Dr. Zamora:

We respectfully submit the following proposal to manufacture and install an A-Lert Standing Seam Roof System on the Ft Stockton ISD Agriculture Building, located in Ft Stockton, TX.

Scope of work: Manufacture and install a standing seam roof system with flashing and trim as required. Roof panels will have a Galvalume finish and be continuous in length from eave to ridge eliminating panel end laps. Includes the following items.

Material Specifications:

1. Roof Panel – 24 gauge steel with a Galvalume finish. A-Lert “SSR” panel, 16” wide with a 2” high major rib corrugation. Roof pitch to be existing. Concealed fasteners. UL-90.
2. Hat Channel – per A-Lert’s engineers design requirements. Members to be red oxide primer and labor to install.
3. Trim and other flashing – 24 gauge with a Galvalume finish and labor to install. Trims and flashings; including Rake, Eave, and Ridge Cap.
4. Demolition – removal of existing roof panels, flashing and wood battens (as necessary where they will interfere with the installation of the new hat channels), with removal from job-site.
5. TIPS Cooperative Contract Number 24060401.
6. A-Lert’s 20 year Watertight, Materials, and Workmanship Warranty.

The following are excluded items and material:

1. Any work not directly related to new standing seam metal roofing as shown per A-Lert’s proposal drawing.
2. Any type of demolition other than stated above.
3. Sales Tax.
4. Building Permit.
5. Performance Bond.
6. Prevailing Wages.
7. Cash Allowance or Contingencies.
8. Architectural Fees, and Inspection of existing structure by a structural engineer.
9. Any work with the existing framing structure, decking, or sheathing and labor to install.
10. Concrete or Masonry work, HVAC, Mechanical, Gas, Electrical, and Plumbing.

11. Any work involved with the existing fascia mounted lighting, cameras, satellite, sensors, electrical boxes, conduit, antennas, or wiring.
12. Disconnecting, reconnecting, lowering or raising of any antennas, satellites, or wiring.
13. Ductwork and labor to extend from existing to the new roof curbs.
14. Any work with louvers.
15. Roof insulation, curb insulation or vapor barriers and labor to install.
16. Downspout boots or splash blocks and labor to install.
17. Soffit panels and labor to install.
18. Wall panels and labor to install.
19. Any work with painting.
20. Wood blocking and labor to install.
21. Landscaping, tree or bush trimming, or removal and haul-off from job-site.
22. Snow guards and labor to install.
23. Any work with signage, letters, or plaques.
24. Crane rental.
25. Any work with doors, windows, canopies, awnings, or skylights.
26. Any work with Asbestos, LEAD, mold, or mildew.
27. Firewall, fire barrier, fire partitions, smoke barriers, smoke partitions and draft stops.

The above described work on the Ft Stockton ISD Agriculture Building can be done for a lump sum total of:

One Hundred Thirty-Nine Thousand Five Hundred Ninety and No/100 Dollars \$139,590.00

Alternate 1 – Furnish and install per A-Lert Specifications 6" x 6" x 24 gauge gutter with corresponding downspouts with a Galvalume finish:

ADD: Eleven Thousand Two Hundred Fifty-Five and No/100 Dollars \$11,255.00

Terms- 25% down upon acceptance of this proposal, monthly draws during construction and balance upon completion. Proposal good fourteen days. Tax is excluded from bids. Customer must provide proper proof of tax exemption to avoid sales tax. **THIS PROPOSAL IS BASED UPON NO REQUIRED MODIFICATIONS TO THE EXISTING SUB-STRUCTURE. CUSTOMER RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY ASBESTOS MATERIALS OR ANY OTHER HARMFUL SUBSTANCES THAT MAY BE ENCOUNTERED AT THE JOBSITE.**

Due to the volatility of the steel market, this proposal is only valid for 14 days from proposed date.

This document summarizes a project A-Lert Roof Systems proposes to perform for you. It will automatically be withdrawn 14 days after the date on the face of this project summary. The parties shall endeavor to promptly enter into written contract after execution of this document summary under terms (which may differ from those presented in the document summary) agreeable to both parties. In no event shall A-Lert Roof Systems be bound by this project summary if A-Lert Roof Systems determines that its customer credit worthiness standards have not been met.

If we can be of any further assistance or if you have any questions, please don't hesitate to call me at 1-512-576-7871.

Respectfully submitted,

Rand Salter

Rand Salter
Regional Account Representative
Centurion Industries, Inc.
A-Lert Roof Systems Division

ACCEPTANCE

You are hereby authorized to complete the work described in the above proposal, for which I agree to pay the amount mentioned above.

Total Amount.....\$ _____
Deposit.....\$ _____
Balance.....\$ _____

DATE: _____

ACCEPTED: _____
_____(title)



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Capturing Kids Hearts Program and Quote

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

Through experiential training, expert coaching, a character-based curriculum for students, and personalized support, Capturing Kids' Hearts® equips professionals in K-12 education to implement transformational processes focused on social-emotional wellbeing, relationship-driven campus culture, and student connectedness.

The ability to synchronize our staff using a proven program will benefit our staff, students, and community. A representative will be present to provide insight and answer questions.

It is our goal to complete the training and implement the CKH program beginning in 2025-2026 school year.

Fiscal Implications:

Approximately \$250K is the investment for our students, staff, and community.

Recommendation:

Approve the quote as presented.

Suggested Motion:

I move to approve Capturing Kids Heart program and quote as presented.



Capturing Kids' Hearts®

Powered by Flippen Group



CAPTURING KIDS' HEARTS



SERVICE AGREEMENT

CAPTURE *Hearts*. IMPACT *Culture*. SEE *Change*.

Created by:

Kim Herman
Capturing Kids' Hearts

Prepared for:

Gabriel Zamora
Fort Stockton Independent School District

Date: January 30, 2025

SERVICE AGREEMENT



Fort Stockton Independent School District ("Client" or "you")
101 W. Division
Fort Stockton, Texas 79735

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("**CKH**" or "**we**") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services**" as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants**" or "**Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

SERVICE AGREEMENT



Section 2: Products and Services

| Leadership Solutions | Proposed Timeline | Quantity | Solutions Price | Solutions Subtotal |
|--|-------------------|----------|-----------------|--------------------|
| Capturing Kids' Hearts® District By Design Onboarding Call 1:1 onboarding call for the superintendent and their district strategist | Summer 2025 | 1 | \$0.00 | \$0.00 |
| Capturing Kids' Hearts® Leadership Blueprint Training Two consecutive-day training sessions for up to 50 participants Each participant receives a: <ul style="list-style-type: none">• Flippen Profile® Assessment and an Individual Leadership Blueprint: 360 Report• My Traction Plan® Summary | Summer 2025 | 1 | \$25,500.00 | \$25,500.00 |
| Capturing Kids' Hearts® 1 Training Two consecutive-day training sessions for up to 50 participants Includes: <ul style="list-style-type: none">• Access to the course training manual• Limited collection of foundational videos and resources on CKH.org | August 5-6, 2025 | 6 | \$25,500.00 | \$153,000.00 |
| Capturing Kids' Hearts® Culture Shapers Half-day experience for up to 100 non-teaching faculty and staff | Fall 2025 | 1 | \$5,800.00 | \$5,800.00 |

SERVICE AGREEMENT



| | | | | |
|--|-----------------------|---|-------------|-------------|
| Capturing Kids' Hearts® Process Champions Implementation Visit A two consecutive-day package Includes: <ul style="list-style-type: none">• One-day instructional session for up to 30 participants• One day customized to fit your needs (either an additional one-day instructional session for a separate group or a one-day Campus Traction Visit). *Prerequisite: Capturing Kids' Hearts® 1 Training, with at least 70% Capturing Kids' Hearts® implementation on campus. | Fall 2025 | 1 | \$18,000.00 | \$18,000.00 |
| Campus Traction Visit Three-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team. | Spring 2026 | 1 | \$12,100.00 | \$12,100.00 |
| CKH Campus Premium A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training | 2025-2026 School Year | 5 | \$5,500.00 | \$27,500.00 |

SERVICE AGREEMENT



| | | | | |
|---|-----------------------|---|------------|------------|
| CKH District Premium Equips a district leadership team with the support to implement the Capturing Kids' Hearts® Process with great fidelity across the district Includes access to a strategist, district-wide reporting, recurring leadership team huddles, and great resources to support implementation. | 2025-2026 School Year | 1 | \$3,500.00 | \$3,500.00 |
|---|-----------------------|---|------------|------------|

Grand Total \$245,400.00



ADDITIONAL CHARGES (where applicable):

TRAVEL EXPENSES:

Travel fees for each training event or other service provided by CKH under this Agreement are included in the grand total. Unless otherwise agreed in advance, such travel fees inside the Continental United States will be included on the invoice and billed at the rate of \$1,300.00 for one-day events, \$2,000.00 for two-day events, and \$2,350.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at \$350.00 per day (per Consultant).

FACILITY EXPENSES:

Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

ADDITIONAL PARTICIPANT FEES (to the extent applicable):

- A \$450.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts® Leadership Blueprint Training.
- A \$450.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts® 1 Training.
- A \$450.00 fee will be charged for each person over 30 not to exceed 35 total per Capturing Kids' Hearts® Process Champions Implementation Visit.

Section 3: Investment

AGREEMENT:

By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 30 calendar days following January 30, 2025. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, March 1, 2025.

PAYMENT TERMS:

The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or July 1, 2025 for the 2025-2026 school year(s) (whichever occurs later) through June 30, 2026. Unless terminated in writing, subscription service(s) will automatically renew on July 1st annually at current rates. Should subscription costs increase by more than 20% over this agreement, the Client will be given 60 days' notice of the rate increase.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.



Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

SURCHARGES & TAXES:

For Products or Services sold or accessed or Services performed in jurisdictions where taxes, including sales tax, apply to the corresponding transactions under this Agreement, Client shall be responsible for payment of such taxes or for reimbursement of the payment of such taxes when they are paid by or for CKH.



Section 4: Policies

SCHEDULING:

CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

FACILITIES/EVENT SET-UP:

You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

RECORDING/MEDIA:

Video and/or audio taping of events is strictly prohibited without prior written approval by CKH.

Media representatives are not allowed to attend events without prior written approval by CKH.

DEPOSITS and CANCELLATIONS:

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Nonrefundable travel expenses that Capturing Kids' Hearts has incurred as a result of the Client rescheduling or cancelling a service will be passed through to your organization.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

RESOURCES:



During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH (“Websites”). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

Section 5: Intellectual Property

COPYRIGHTS & TECHNOLOGY RIGHTS

CKH’s intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH’s intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and “look and feel” of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a “work for hire” basis, and all our material and work product is owned exclusively by CKH and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret.** Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of CKH. By entering into this Agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

TRADEMARKS:

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the “Trademarks”) are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

USE OF RESOURCES:

Capturing Kids’ Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids’ Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.

Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids’ Hearts and the contractual relationship between Capturing Kids’ Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client’s organization, the participant will no longer have access to the resources.

APPLICABLE RESTRICTIONS & REQUIREMENTS:

Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent



that such use complies with all Applicable Restrictions & Requirements. For these purposes, “**Applicable Restrictions & Requirements**” means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, “**Prohibited Actions**”), all of which you are prohibited from doing without CKH’s express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

CONFIDENTIALITY:

This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client’s participants that may be contained or reflected in Deliverables (collectively, “**Confidential Information**”) shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.

Section 6: Disclaimers

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, “**Deliverables**”), “AS IS” and with all faults and errors. CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY. The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith. CKH hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by Client after use of the Products, Resources, Access, Services, or any Deliverables. CKH shall in no way be responsible or liable for CLIENT’S use of (1) the Resources, Access, Products, Services, or Deliverables, (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. CKH does not guarantee or warrant any particular result or success as a result of the use of the Resources, Access, Products, Services, or Deliverables. Instead, the Resources, Access, Products, Services, and Deliverables should be considered tools to assist the Client, but they should not be treated as a singular solution.

SERVICE AGREEMENT



In no event shall CKH or any of its Consultants or other representatives be liable for or responsible for any indirect, incidental, or consequential damages or injuries related to Client's or its representative's use of: (1) the Resources, Access, Products, Services or Deliverables; (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. The maximum possible liability of CKH shall not exceed the lesser of (a) the amount that the Client paid for the Resources, Access, Products, Services, or Deliverables that directly relate to the claim giving rise to such liability or (b) the full retail cost of those same Resources, Access, Products, Services or Deliverables.

No information shared by CKH verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

Section 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to kim.herman@capturingkidshearts.org. Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this

SERVICE AGREEMENT



Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

Fort Stockton Independent School District

By:

Printed Name:

Client's Authorized Representative

Title:

Date:

Contact Information:

Capturing Kids' Hearts

Attn: Kim Herman

kim.herman@capturingkidshearts.org

1199 Haywood Drive

College Station, TX 77845

Phone: 800-316-4311

Fax: 877-941-4700



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

District Calendar for 2025-2026

Meeting Date:

January 24, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

The district calendar will serve as foundation for the campuses to develop their optimal calendar. We have maintained all holidays from previous year with only slight modifications.

Our goal for 2025-2026 is for campuses that implement the 4.5 day model to release half of their teachers early with alternating weeks. The last Friday of each month will continue to be a true half-day districtwide.

Fiscal Implications:

N/A

Recommendation:

Approve the Calendar as presented.

Suggested Motion:

I move to approve 2025-2026 District Calendar as presented.

2025-2026 FSISD Calendar

| August | | | | | | | September | | | | | | | October | | | | | | | November | | | | | | |
|--------|----|----|----|----|------|----|-----------|----|----|----|----|------|----|---------|----|----|----|------|----|----|----------|----|----|----|------|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| July | 28 | 29 | 30 | 31 | 1 | 2 | | 1 | 2 | 3 | 4 | 5 | 6 | | | | 1 | 2 | 3 | 4 | | | | | | | 1 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | | | | | 26 | 27 | 28 | 29 | 30 | 31 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 31 | | | | 23 | 6820 | 15 | | | | | 21 | 9870 | 21 | | | | 22 | 9870 | 21 | | 30 | | | 15 | 7050 | 15 | |

| December | | | | | | | January 2026 | | | | | | | February | | | | | | | March | | | | | | | |
|----------|----|----|----|----|------|------|--------------------------------|----|----|----|----|----|----|----------|------|----|----|----|----|----|-------|----|----|----|----|----|------|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | | |
| 28 | 29 | 30 | 31 | | | | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | | | | | | | | | |
| | | | | 15 | 6350 | 14.0 | School Board Recognition Month | | | | | | | 19 | 8930 | 19 | | | | 19 | 8460 | 18 | | | | 17 | 7520 | 16 |

| April | | | | | | | May | | | | | | | June | | | | | | | July | | | | | | |
|-------|----|----|----|----|------|----|-----|----|----|----|----|------|----|------|----|----|----|----|----|----|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 | | | | | | 1 | 2 | | 1 | 2 | 3 | 4 | 5 | 6 | | | | 1 | 2 | 3 | 4 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | | | | | 26 | 27 | 28 | 29 | 30 | 31 | |
| | | | | 20 | 9400 | 20 | 31 | | | | 12 | 4470 | 10 | | | | | | | | | | | | | | |

| | | | | | | | |
|------------------------------------|-------------|------------------------------------|-------|------------------------------------|-------|----------------|--------|
| Semester 1 Student Days = | 86 | Semester 2 Student Days = | 83 | Total Student Days = | 169 | Staff Days = | 183 |
| Semester 1 Instructional Minutes = | 39960 | Semester 2 Instructional Minutes = | 38780 | Total Instructional Minutes = | 78720 | S1= 96 | S2= 87 |
| Staff Professional Development | | Student/Staff Holiday | | Early Release | | Testing Window | |
| School Board Meeting | | Student Holidays | | Special Event | | G - Graduation | |
| Begin 9-Weeks | End 9-Weeks | Progress Reports Distributed By | | Report Cards Distribution Deadline | | Summer School | |

Staff Professional Development

July 28 - New Staff Orientation
 July 29 - August 8
 August 29
 December 19
 January 5
 February 9
 March 6
 May 15, 18-19

Student/Staff Holiday

September 1 - Labor Day
 October 13 - Columbus/Indigenous Day
 November 24-28 - Thanksgiving
 December 22-Jan 2 - Christmas
 January 19 - MLK Day
 February 16 - President's Day
 March 9-13 - Spring Break
 April 3-6 - Easter
 May 25 - Memorial Day

Weather Recovery Days

Minimum 840 excess minutes met

Additional days required for

187 employees =

4

78,490-75,600 2,670 Surplus Instructional Minutes
 2,890/420 6 Reserve Instructional Days

78,490 Instructional Minutes ISD Base (Campus Calendars may have adjustments)

Revised 2/21/25

Texas Education Code requires a minimum of 75,600 minutes of instruction. Minutes calculations based on the shortest FSISD Instructional Day of 470 minutes.

TEA minimum full-day = 420 minutes / half-day = 240 minutes

Calendar may be revised at any time to fit the needs of the District