

AGENDA

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

**THURSDAY, APRIL 10, 2025 – 6:00 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. OPEN FORUM AND PUBLIC COMMENTS

3. ACTION ITEMS

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

- A. Certification of Provisions of Instructional Materials 2025-26 TEKS for EMAT
- B. Football Stadium: Finalize Scope of Project with PSI
- C. Middle School Exterior: Renovations Proposal and Agreement
- D. High School Fly Tower (Panther Murals) Roof Repair Quotes
- E. Athletic Director Search Timeline and Procedures

4. 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. Discuss Athletic Director Candidates: Athletic Director Search is Confidential only the Identity of the Finalist will be revealed.

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

6. ADJOURNMENT



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:	Meeting Date:
Instructional Materials Allotment & TEKS Certification 2025-26	April 10, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

Background:

This is an annual requirement that must be completed before IMAT/EMAT funds from the state can be accessed. The district will maintain locally and complete state online portion.

Fiscal Implications:

N/A

Recommendations:

Approve IMAT and TEKS cert.

Suggested Motion:

I move to approve the Instructional Materials Allotment and TEKS certification as presented.

Certification of Provision of Instructional Materials Survey 2025–26

Table of Contents

Table of Contents - 2 -

Survey Pre-Work..... - 4 -

 2025–26 Certification of Provision of Instructional Materials..... - 4 -

 Instructions to Complete the Certification Process for 2025–26 - 5 -

 Additional Supports - 5 -

 Review Terminology..... - 5 -

 About the Qualtrics Survey..... - 6 -

Certification 2025–26 Survey - 7 -

 Background Information - 7 -

 LEA Information - 7 -

Reading Language Arts Certification..... - 8 -

 Scope and Sequence - All Grade Levels RLA..... - 8 -

 English Reading Language Arts K–5 TEKS Coverage Certification..... - 8 -

 English Reading Language Arts K–5 Instructional Materials - 8 -

 Spanish Reading Language Arts K–5 TEKS Coverage Certification - 9 -

 Spanish Reading Language Arts K–5 Instructional Materials..... - 9 -

 English Reading Language Arts 6–8 TEKS Coverage Certification..... - 10 -

 English Reading Language Arts 6–8 Instructional Materials - 11 -

 English Reading Language Arts 9–12 TEKS Coverage Certification..... - 11 -

 English Reading Language Arts 9–12 Instructional Materials - 11 -

Mathematics Certification..... - 13 -

 Scope and Sequence - All Grade Levels Mathematics - 13 -

 Mathematics K–5 TEKS Coverage Certification..... - 13 -

 Mathematics K–5 Instructional Materials - 13 -

 Mathematics 6–8 TEKS Coverage Certification..... - 14 -

 Mathematics 6–8 Instructional Materials..... - 14 -

 Mathematics 9–12 TEKS Coverage Certification..... - 15 -

 Mathematics 9–12 Instructional Materials - 15 -

Social Studies Certification - 16 -

 Scope and Sequence - All Grade Levels Social Studies..... - 16 -

 Social Studies K–5 TEKS Coverage Certification - 16 -

Social Studies K–5 Instructional Materials	- 16 -
Social Studies 6–8 TEKS Coverage Certification.....	- 17 -
Social Studies 6–8 Instructional Materials	- 17 -
Social Studies 9–12 TEKS Coverage Certification	- 17 -
Social Studies 9–12 Instructional Materials	- 18 -
Science Certification	- 19 -
Scope and Sequence - All Grade Levels Science	- 19 -
Science K–5 TEKS Coverage Certification	- 19 -
Science K–5 Instructional Materials.....	- 19 -
Science 6–8 TEKS Coverage Certification	- 20 -
Science 6–8 Instructional Materials.....	- 20 -
Science 9–12 TEKS Coverage Certification	- 20 -
Science 9–12 Instructional Materials.....	- 21 -
Children’s Internet Protection Act.....	- 22 -
The Children's Internet Protection Act.....	- 22 -
Additional Informational Questions (Optional)*.....	- 23 -
Certification 2025-26 Survey Ratification [Printed and uploaded PDF]	- 25 -
Other Certified Subject Areas	- 26 -

Survey Pre-Work

2025–26 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code 31.1011](#), local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The TEKS Certification 2025–26 Survey includes a section to allow LEAs to certify they meet this requirement.

Like last year's process, the agency will utilize the following tools:

Certification 2025–26 Form:

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

Certification 2025–26 Survey:

Web-based application where LEAs will submit their responses collected on the TEKS Certification 2025–26 Form, and where LEAs will upload the signature page of the Form.

This year's Certification Process requires:

- The completion of the Certification 2025–26 Form;
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the Certification 2025–26 Survey and upload of the ratified Certification 2025–26 Form.

TEA recommends that LEAs complete these steps by **May 1, 2025**. The Certification 2025–26 Form can be accessed at the following link on the [Certification of Provision of Instructional Materials webpage](#).

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 28, 2025, and is scheduled to reopen on May 15, 2025. **Completion of the Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2025.**

Certification 2025–26 Survey submissions received after May 15, 2025, will typically be processed within five business days, then access to EMAT provided.

Instructions to Complete the Certification Process for 2025–26

1. **Review the Certification 2025–26 Form:** Print the fillable TEKS Certification 2025–26 Form found on the [Certification of Provision of Instructional Materials webpage](#).
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.
3. **Complete Certification 2025–26 Form:** Complete the TEKS Certification 2025–26 Form by hand or digitally.
4. **Obtain needed signatures:** Ratify the **Certification 2025–26 Form** by the LEA's board of trustees or governing body in an upcoming, open board meeting.
5. **Submit Certification 2025–26 Survey:** Complete the online Certification 2025–26 Survey by answering the questions. Inside the survey you will upload the signed Allotment and Certification 2025–26 Form from Step 4. The survey will be open for submissions beginning Monday, March 17, 2025, and will be located on the [Certification of Provision of Instructional Materials webpage](#).

Additional Supports

- TEA will be hosting a webinar to review the Certification 2025–26 Process on *Monday, March 24th, at 2:00 p.m. CDT*. [Registration](#) is required.
- TEA will host office hours to support LEAs with the Certification of Provision of Instructional Materials process; registration is required.
 - Monday, March 31st at 11:00 a.m. CDT | [Register on Zoom](#)
 - Thursday, April 3rd, at 11:00 a.m. CDT. | [Register on Zoom](#)
- To facilitate completion of this year's submission, LEAs may request a copy of their previous year's submission by submitting a [Help Desk Ticket](#).
- For questions about the Certification 2025–26 Form, Survey, or Process, please submit a [Help Desk Ticket](#).

Review Terminology

Additional Supports

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional material designed to assist in the instruction of one or more of the essential knowledge and skills
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

About the Qualtrics Survey

Within the Qualtrics survey you will be given a list of commonly known publishers and products. Should your LEA use a LEA-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

You can find a list instructional materials on the [Certification of Provision of Instructional Materials webpage](#).

Certification 2025–26 Survey

Background Information

QUESTION 1.0: Name of person completing this form

Roy Alvarado

QUESTION 1.1: Your email address

roy.alvarado@fsisd.net

QUESTION 1.2: Select the role that best describes your position at your district or charter: [Single Select]

- ☐ Instructional Materials Coordinator
- ☒ Curriculum Director
- ☐ Principal
- ☐ Administrative Assistant
- ☐ Superintendent
- ☐ Other

LEA Information

QUESTION 2.0: Region #

18

QUESTION 2.1: LEA name and number

Fort Stockton ISD 186902

QUESTION 2.2: Superintendent's name

Dr. Gabriel Zamora

QUESTION 2.3: Superintendent's email address

gabriel.zamora@fsisd.net

QUESTION 2.4: School board president's or governing body's name

Florentino Garcia

QUESTION 2.5: School board president's or governing body's email address

florentino.garcia@fsisd.net

QUESTION 2.6: Date of the school board meeting at which the Certification Form was be presented and approved?

April 28, 2025

Reading Language Arts Certification

Scope and Sequence - All Grade Levels RLA

QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the LEA level and generally consistent across classrooms?

☒ Yes

☐ No

English Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒ Yes

☐ No

English Reading Language Arts K–5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/ or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA and/ or Phonics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Bluebonnet Learning K-5 Reading Language Arts (Full-subject)

Renaissance Learning, Accelerated Reader (Supplemental)

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Reading Language Arts, Edition 1* (grades K–5) in their classroom on a regular basis?

965

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Foundational Skills, Edition 1* (grades K–3) in their classroom on a regular basis?

450

Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

☐ Yes

☒ No

Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): Instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Spanish RLA and/or Phonics grades K-5 full-subject and/or supplemental publisher(s)/ product(s) used:

Bluebonnet Learning K-5 Reading Language Arts

QUESTION 7.1:

(If above answer includes *Aprendizaje Bluebonnet* pilot instructional materials instructional materials):

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet artes del lenguaje y lectura, piloto* (grados K-5) in their classroom on a regular basis?

0

QUESTION 7.2:

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet destrezas fundamentales, piloto* (grados K-2) in their classroom on a regular basis?

0

English Reading Language Arts (RLA) 6-8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 6-8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

☒ Yes

☐ No

English Reading Language Arts (RLA) 6–8 Instructional Materials

QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Amplify Texas Literacy(Full-subject)

Amplify Boost Reading, Summit K12, (Supplemental)

English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

QUESTION 10.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.

☒ Yes

☐ No

English Reading Language Arts (RLA) 9–12 Instructional Materials

QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill StudySync Texas (Full-subject)

Summit K12, (Supplemental)

Mathematics Certification

Scope and Sequence - All Grade Levels Mathematics

QUESTION 12.0:

Are instructional materials for mathematics managed at the LEA level and generally consistent across classrooms? ?

☒ Yes

☐ No

Mathematics K-5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades K-5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒ Yes

☐ No

Mathematics K-5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **mathematics grades K-5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades K-5 full-subject and/or supplemental publisher(s)/ product(s) used:

Bluebonnet Learning Mathematics K-5 (Full-subject)

ST Math (Supplemental)

QUESTION 14.1:

(If above answers include *Bluebonnet Learning* instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

965

Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

☒ Yes

☐ No

Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Bluebonnet Learning Secondary Mathematics 6-8 (Full-subject)

Mathia, Lowman Education (Supplemental)

QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

710

Mathematics 9–12 TEKS Coverage Certification

QUESTION 17.0:

For School Year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒ Yes

☐ No

Mathematics 9–12 Instructional Materials

QUESTION 18.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

Bluebonnet Learning Secondary Math - Algebra 1, Carnegie Learning Texas Math Solution, McGraw Hill (Full-Subject)

MATHia, Lowman Education (Supplemental)

Social Studies Certification

Scope and Sequence - All Grade Levels Social Studies

QUESTION 19.0:

Are instructional materials for social studies managed at the LEA level and generally consistent across classrooms?

☒ Yes

☐ No

Social Studies K–5 TEKS Coverage Certification

QUESTION 20.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒ Yes

☐ No

Social Studies K–5 Instructional Materials

QUESTION 21.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas MyWorld, Studies Weekly (Full-Subject)

Exploros (Supplemental)

Social Studies 6–8 TEKS Coverage Certification

QUESTION 22.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒ Yes

☐ No

Social Studies 6–8 Instructional Materials

QUESTION 23.0:

Select **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas Texas Contemporary World History/Texas History/US History/Financial Literacy (Full-Subject)
Lowman Education: Social Studies (Supplemental)

Social Studies 9–12 TEKS Coverage Certification

QUESTION 24.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒ Yes

☐ No

Social Studies 9–12 Instructional Materials

QUESTION 25.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill: Geography, World History, Government, Economics, Psychology, US History (Full Subject)

Ramsey Education: Foundations of Financial Literacy (Full-subject)

iCEV: Personal Financial Literacy (Supplemental)

Lowman Education: Social Studies (Supplemental)

Science Certification

Scope and Sequence - All Grade Levels Science

QUESTION 26.0:

Are instructional materials for science managed at the LEA level and generally consistent across classrooms?

- ☒ Yes
☐ No

Science K–5 TEKS Coverage Certification

QUESTION 27.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

- ☒ Yes
☐ No

Science K–5 Instructional Materials

QUESTION 28.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas Science Texas Experience (Full-subject)

Science 6–8 TEKS Coverage Certification

QUESTION 29.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒ Yes

☐ No

Science 6–8 Instructional Materials

QUESTION 30.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas Science Texas Experience (Full-subject)

Science 9–12 TEKS Coverage Certification

QUESTION 31.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒ Yes

☐ No

Science 9–12 Instructional Materials

QUESTION 32.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas Science Texas Experience for Chemistry, Biology, Physics (Full-subject)

Savvas Science, IPC (Full-subject)

Summit K12 Biology, Lowman Education (Supplemental)

Children's Internet Protection Act

The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 33.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

☒ Yes

☐ No

Additional Informational Questions (Optional)*

QUESTION 35.0:

Has your LEA used, or do you plan to use, Instructional Materials Review and Approval (IMRA) Cycle 2024 reports to inform local decisions related to instructional materials adoption?

(Note: IMRA replaced the State Board of Education's Proclamation process and the Texas Resource Review (TRR))

☒ Yes

☐ No

QUESTION 35.1:

If "Yes" is selected: In which subject area(s) have you used the TRR to obtain information about the quality of products? *

☒ English Reading Language Arts

☐ Spanish Reading Language Arts

☒ English Phonics

☐ Spanish Phonics

☒ Mathematics

QUESTION 35.2:

On a scale from 0 to 10, how effectively do you believe the IMRA reports support LEA adoption of high-quality instructional materials? 0 (Not at all) to 10 (Extremely effectively)*

0. ☐

1. ☐

2. ☐

3. ☐

4. ☐

5. ☐

6. ☐

7. ☐

8. ☐

9. ☐

10. ☒

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your LEA leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DMCA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
STAAR Interim	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Pear Assessment</i>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Insert here</i>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Insert here</i>			

Certification 2025–26 Survey Ratification [Printed and uploaded PDF]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

Other Certified Subject Areas

QUESTION 40.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills:
[multiple select]

- ☒ Career & Technical Education
- ☒ Fine Arts
- ☒ Health
- ☒ Technology Applications
- ☒ English Language Proficiency Standards
- ☒ Languages Other Than English
- ☐ None

District County Number (6-digit ID):

186902

District Name:

Fort Stockton ISD

Date of Ratification by Local School Board of Trustees or Governing Body:

April 10, 2025

Signature of the Board President and Secretary or Governing Board Officer

Board President

Date

Board Secretary

After ratification, please scan the last page of this form and submit to TEA through the electronic Certification of Provision of Instructional Materials Survey.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:	Meeting Date:
Football Stadium: Finalize Scope of Project with PSI	April 10, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

Background:

This design-build bid process took place and contract was awarded to PSI. The scope of project will be presented by personnel from PSI. The school board must decide on the final scope and costs associated.

Fiscal Implications:

Cost of Project

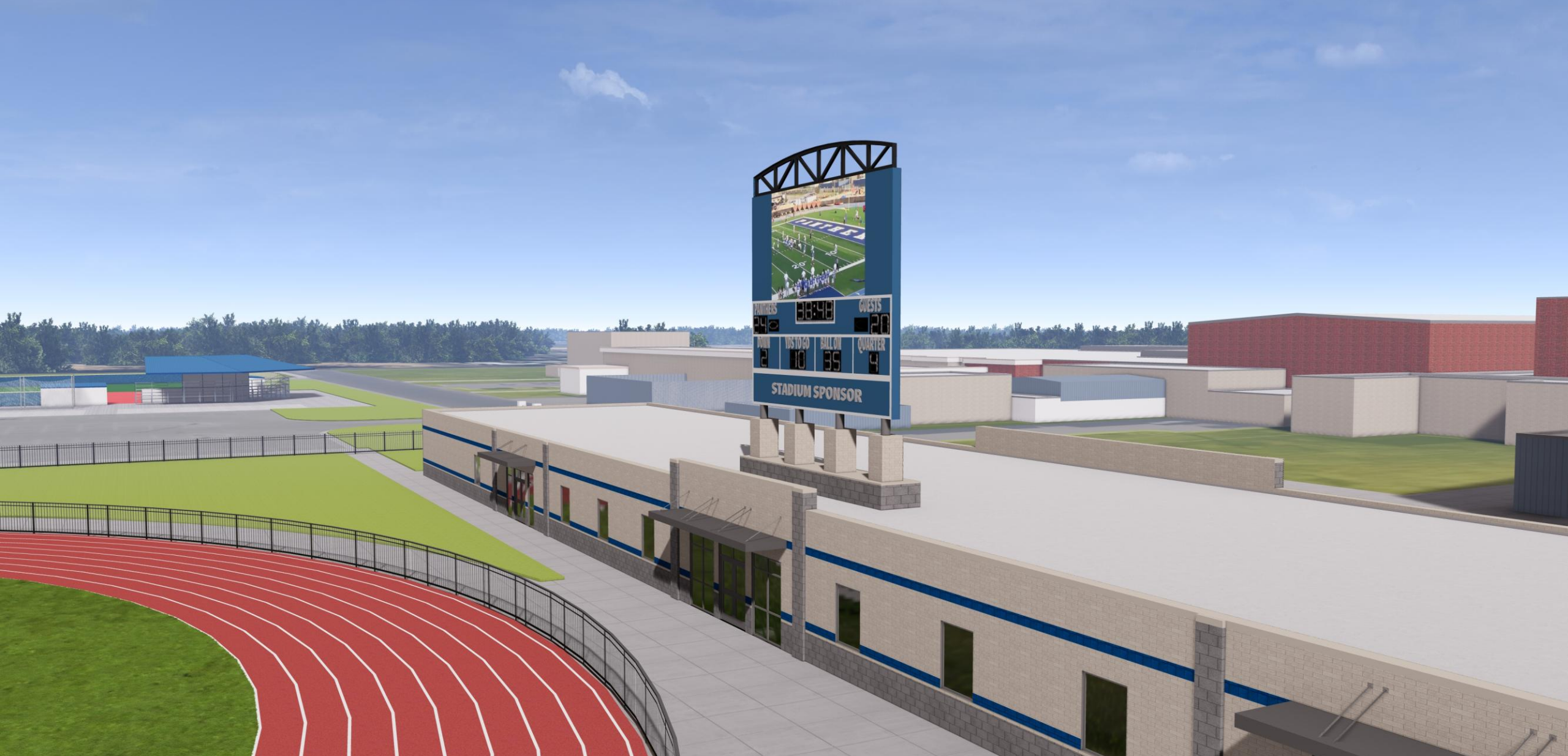
Recommendations:

Discuss and ask questions, then determine extent of scope for project.

Suggested Motion:

I move to approve the Stadium Project option # _____







Fort Stockton ISD - ODA Sumamry

4/2/2025

Improvement List

		Budget Costs	Selected	Likely
*	Scoreboard Options			
	Option 1: Mounted on Fieldhouse	\$969,000		
	Option 2: Mounted Behind Concession	\$1,080,000		
	Option 3: Mounted in Front of Fieldhouse	\$995,000	X	
*	Drive Behind Home Bleachers			
*	Option 1: Pavers Replacing Asphalt on Home Side	\$2,015,000		
*	Option 2: Asphalt Replacement	\$457,000	X	
*	Option 3: Stamped / Decorative Asphalt	\$525,000		
*	Pavilion Apron pavers to dress up public areas	TBD	X	
*	Additional Site Fencing and Gates	\$245,000	X	
*	Add for Decoritive Fence	\$90,000	X	
*	New Exterior Door to Existing Building	\$35,000		
*	Long Jump Relocation & Fencing	incl. in project		
*	Visitor Side Fencing	\$130,000	X	
*	Add for visitor side decorative fencing	\$106,000		
*	Middle School - Replace Terra Cotta Roof with Metal Standing Seam Metal Roof	\$2,715,000		
*	Visitor New Bleacher - 500 Seats	\$550,000	X	
*	Repair Allowance Existing Visitors Bleachers	TBD	X	
*	Replace old fence on visitor bleacher side	TBD	X	
*	Visitor Press Box Improvements	\$65,000		
*	Visitors Bleachers Fence Mesh	\$180,000		
*	Demo bathrooms on visitor side	TBD		
*	Renovate Visitor Restrooms	\$520,000		
*	Painting Exterior - Visitor side to touch up	\$20,000	X	
*	Add Block on Exterior	\$140,000		
Total Selected		\$ 2,487,000		

Potential Items for FSISD Middle School Improvement Project

		Budget Costs	Selected	Likely
*	Middle School - East Sign Replacement	TBD		
*	Middle School - Blue Sign Replacement	TBD		

Note	4/2/25 Client Meeting Feedback
Assumes existing structural capacity	
	Preferred option
Designed to allow for car traffic	
	Preferred option
Decorative paint to be re-coated 2-5 years	
	Requested in meeting by client
	Changes to fencing locations/styles, see Jeff's notes
	See Jeff's notes and site photos
Includes sidewalk	
Long Jump included in project	
	Not at this time
	Not at this time
	price a 250-300 seat assembly instead of 500
Address rest and weld repairs	suggest putting rehab allowance for \$XX,XXX
Address rest and weld repairs	get a quote
Window replacement, flooring, paint, HVAC	Not likely
	Need further clarification from client
Additional door and restroom remodel. Door to Women's Side. Paint Exterior	Not likely
	Get client feedback

Note	4/2/25 Client Meeting Feedback

0
0

995000
0

0
457000

0

245000
90000
0
0
130000
0

0
550000

TBD

0
0

0
20000
0

0
0



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:	Meeting Date:
Middle School Exterior: Renovations Proposal and Agreement	April 10, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

Background:

The stucco exterior at middle school is the original from the 1980s. It has numerous cracks, missing pieces, and it has never been painted. As members of TIPS cooperative, PSI has been vetted (Job Order Contract #241001) as a vendor that can provide renovation services.

PSI has prepared a presentation for the school board to review.

Fiscal Implications:

Cost of rehab comes from Bond money.

Recommendations:

View the presentation and approve the version of exterior renovation that you all prefer.

Suggested Motion:

I move to choose option #____ and to delegate authority to the Superintendent to negotiate and execute the Job Order Contract upon attorney review.

JOB ORDER CONTRACT

This JOB ORDER CONTRACT (the "Contract") is made as of the _____ day of April, 2025, by and between Performance Services, Inc. ("PSI") and Fort Stockton Independent School District ("Owner"), concerning the following:

Owner: Fort Stockton Independent School District
101 W. Division St.
Fort Stockton, TX 79735

Contractor: Performance Services, Inc.
4670 Haven Point Boulevard
Indianapolis, IN 46280-2747

Project: TX Fort Stockton ISD DB 02, in accordance with The Interlocal Purchasing System (TIPS)
Job Order Contract #241001.

Scope of Work: PSI proposes to provide the Scope of Work for Owner at the Project, as described in the Improvement List, dated March 26, 2025, and attached hereto as Exhibit "A" (the "Improvement List"), subject to the limits of the Contract Price.

Contract Price: Two Million Six Hundred Eighty-Eight Thousand Three Hundred Fifteen and 00/100 Dollars (\$2,688,315.00)

Terms of Payment: Monthly progress based payments, pursuant to the terms of Paragraph 4 below.

Exhibits: "A": Improvement List

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

PSI and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between PSI and the Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations not included in the Contract are not part of the Contract between PSI and the Owner. This Contract shall become effective on the date first above written notwithstanding different dates of execution hereof.

OWNER:

QUALIFIED PROVIDER/CONTRACTOR:

**FORT STOCKTON INDEPENDENT SCHOOL
DISTRICT**

PERFORMANCE SERVICES, INC.

By: _____
Signature

By: _____
Signature

Printed Name and Title

Printed Name and Title

TERMS AND CONDITIONS

1. **SCOPE OF WORK.** PSI shall provide Owner with the work and the services set forth in the Scope of Work, as developed pursuant to the terms above ("Work"), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. PSI shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. PSI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner and PSI will mutually agree upon any required field utilities or other work, equipment or services to be provided by the Owner. Conflicts, errors, discrepancies and/or disputes concerning the Scope of Work to be performed by PSI shall be resolved pursuant to Section 2 below.
2. **CONTRACT DOCUMENTS.** The Contract Documents are comprised of the following: (1) this Contract; (2) all written modifications, addenda, amendments, scope modifications or additions to this Contract; and (3) the Improvement List. 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 that inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, PSI 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 this Section 2.
3. **MUTUAL OBLIGATIONS.** Owner and PSI commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract Documents. Owner shall, throughout the performance of the Work, cooperate with PSI and perform its responsibilities, obligations and services in a timely manner to facilitate PSI's timely and efficient performance of the Work and so as not to delay or interfere with PSI's performance of its obligations under this Contract.
4. **CONTRACT PRICE AND PAYMENT.** The total price for PSI's Work under this Contract shall be as set forth above, subject to adjustments as set forth herein (the "Contract Price"). All payments made by Owner to PSI shall be made via wire transfer. Within ten (10) days of execution of the Contract, 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 Proposal. Thereafter, the balance of the Contract Price shall be paid to PSI in monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored, either on site or off-site the previous month, less the aggregate of previous payments to PSI. Sales of materials are payable in cash on delivery of the goods. There shall be no retainage withheld from payments made under this Contract. Final payment, constituting the entire unpaid balance for the Work, shall be due 30 days after the Work described in this Contract is substantially complete, except for 150% of the value of any agreed upon punch list items remaining at that time. "Substantial Completion"

is defined as the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Any amounts withheld for punch list shall be due 30 days after the punch list items are completed. "Final Completion" is defined as the stage in the progress of the Work when all punch list items are complete. No back charges or claim of Owner for services shall be valid except by the agreement in writing by PSI before work is executed. In the event that the Owner fails to make any monthly progress payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to the Owner, PSI shall be entitled to stop work without prejudice to any other remedy it may have, and Owner shall be responsible to PSI for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, PSI and Owner agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on the Owner's operations of its facility. All sums not paid when due shall bear interest at the rate of 1½% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and PSI is entitled to recover all costs of collection, including PSI's attorney fees, from the Owner.

5. **ACCESS TO JOB-SITE.** Owner and PSI shall mutually agree upon the access to the jobsite necessary to perform the Work, as well as any preparation of work areas so as to be acceptable for PSI's Work under this Contract. PSI and Owner will cooperate with each other to coordinate such access and preparation of the work areas. PSI will not be called upon to start work until the mutually agreed upon access to the jobsite is provided and until sufficient areas are ready to ensure continued work until job completion. The performance of PSI's Work is contingent upon such agreed access to the job site and to the areas whereby PSI is to perform its work.
6. **SCHEDULE.** After execution of this Contract, PSI shall be given a reasonable time in which to commence and complete the performance of the Work under this Contract ("Contract Time"). PSI shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of PSI or those for whom the PSI is responsible, or due to any act, omission or neglect of the Owner or anyone under the Owner's control, including but not limited to: delays, hindrances or interferences caused by Owner, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; Concealed or Unknown Subsurface Conditions, Hazardous Conditions, changes ordered in the Work, armed conflict or economic dislocation resulting therefrom; embargos, shortages of labor, equipment or materials, international tariffs and/or import duties imposed following the date of execution of this Contract, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God. IN NO EVENT SHALL PSI BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.
7. **WARRANTY.** PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion ("Warranty Period"). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During the Warranty Period, upon fourteen days (14) written notice from the Owner, PSI shall, at its option, repair or replace the defective Work. PSI's warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. PSI shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. PSI will not be responsible for special, incidental, or consequential damages.

Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

8. **CONCEALED OR UNKNOWN CONDITIONS.** Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of PSI's Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price shall be equitably adjusted upon claim by the PSI for any increased costs.
9. **OWNER SCOPE MODIFICATIONS.** PSI agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that the Owner modifies the Scope of Work and directs PSI to perform any additional or extra work outside the Scope of Work as set forth above, the Contract Price and Contract Time shall be adjusted accordingly. PSI shall not be obligated to perform scope modifications, including additional or extra work, unless PSI shall receive a written directive, signed by an authorized representative of Owner; provided, that work performed without the written directive of Owner, but made necessary by an emergency involving an immediate threat to the safety of persons or property, or the non-performance of which would impair the efficiency, scheduling or coordination of the work of Owner, PSI or PSI's subcontractors, shall nevertheless serve as a basis for revising the Contract Price or Contract Time in accordance with this paragraph. The amount to be paid by Owner to PSI for any scope modifications, including additional or extra work, or the amount to be allowed by PSI, shall be determined as provided under the terms of the Contract, except, notwithstanding any provisions to the contrary in the Contract or elsewhere in the Contract Documents, PSI shall be entitled to an allowance of ten percent (10%) for overhead and an allowance of five percent (5%) for profit, in addition to its actual costs for materials and labor on all scope modifications, including additional or extra work.
10. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
11. **TAXES, PERMITS, AND FEES.** PSI shall be responsible for obtaining all permits and related permit fees associated with the Work. PSI shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. The Owner shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable.
12. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements for the Project which may describe the Owner's program requirements and objectives for the Project, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Project, site and expandability requirements, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts, submittal requirements and other requirements governing PSI's Work (defined herein collectively as "Owner Project Criteria"), then PSI shall have the right to rely on the information contained in the

Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications.

13. **OWNER SERVICES AND INFORMATION.** Owner shall provide, at its own cost and expense, for PSI's information and use the following, all of which PSI 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 construction of the Project and enable PSI 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; (6) To the extent available, environmental studies, reports and impact statements describing the structural and mechanical systems, chemical, air and water pollution and environmental conditions, including Hazardous Conditions, in existence at the Site; and (7) any other mutually agreed upon services and information.
14. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the work, excluding state and local permits and design releases being furnished by PSI pursuant to Paragraph 11, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions are such that the work is ready to be started in normal course; (iii) there are no concealed or unknown subsurface conditions in the existing structure and there are no unusual soil or subsurface conditions at the site and the area where the work is to be installed consists of undisturbed virgin soil; (iv) if the work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit PSI to perform the work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; (v) it is the owner of the site; and, (vi) all tap in, connection and other types of fees and charges have been fully paid.
15. **FINANCIAL ASSURANCES.** If requested by PSI, Owner shall furnish reasonable evidence satisfactory to PSI, prior to signing this Contract, or any time thereafter, that sufficient funds are available and committed for the entire cost of the Project, including payment in full of the Contract Price. If PSI elects to proceed with work without having received such evidence, it may stop work upon ten days' notice if such evidence has not been furnished within five days after such request.
16. **LIQUIDATED DAMAGES.** Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Contract and no liquidated damages may be assessed against PSI for delays or causes attributed to other PSIs or arising outside the scope of this Contract.
17. **CLEANUP.** PSI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, PSI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. PSI agrees at all times to keep the job site clean of debris arising out of its own operations, and Owner shall in no event back charge PSI for the Owner's cleanup costs without PSI's written consent.
18. **SAFETY.** PSI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. PSI's responsibility for safety under this Section is not intended in any way to relieve any of PSI's subcontractors, suppliers or second or third tier subcontractors and suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking

all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

19. **HAZARDOUS MATERIALS.** Unless specifically noted in the Contract, PSI is not responsible for any hazardous conditions encountered on site. "Hazardous Conditions" are any materials, wastes, substances and chemicals deemed to be hazardous under 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, the practices involved in the Project, or any Work. Unless specifically noted in the Contract, PSI's obligations expressly exclude any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Conditions, including but not limited to asbestos in or on the premises. Upon encountering any Hazardous Conditions, PSI will stop work until the Owner takes the necessary measures necessary to ensure that the Hazardous Conditions have been remediated or rendered harmless. Such measures and remediation are the responsibility of the Owner, not PSI.
20. **PSI INSURANCE.** Prior to commencing the Work, PSI shall provide a certificate of insurance to the Owner showing its insurance coverage, and PSI shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability	
> General Aggregate	\$ 2,000,000
> Product & Completed Operations Aggregate	\$ 2,000,000
> Personal & Advertising Injury	\$ 1,000,000
> Each Occurrence	\$ 1,000,000
> Automobile Liability- Each Occurrence	\$ 1,000,000
> Workers Compensation	\$500,000/\$500,000/\$500,000
> Umbrella Policy in addition to individual coverage	\$ 10,000,000

The Owner and its consultants shall be additional insureds on the Contractor's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory as to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or policy limits not more than the amounts required under this Contract.

The insurance carriers shall have no right of subrogation against Owner and its consultants and their respective officers, directors, consultants, agents, and employees, and Contractor shall obtain from each of its subcontractors a waiver of subrogation on all insurance coverages required, including Commercial General Liability, Workers Compensation, Employers Liability and Automobile Liability, in favor of the parties identified herein with respect to losses arising out of or in connection with the Work on the Project.

PSI 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, PSI, and PSI's subcontractors and sub-subcontractors in the Project as insureds. PSI 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.

21. **OWNER'S INSURANCE.** 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. The Owner shall procure and maintain 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 shall insure against the risks included in an ISO special cause of loss form or equivalent without exclusions for the perils of fire, theft, vandalism, malicious mischief, collapse, flood, earthquake, airborne property, debris removal, windstorm, and hail. 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.

Upon Substantial Completion of the Project and upon each insurance renewal date, Owner shall deliver to Provider a certificate evidencing such insurance upon request of PSI.

22. **MUTUAL WAIVER OF SUBROGATION.** The Owner and PSI 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 Paragraph No. 20 herein, except such rights as they may have to the proceeds of such insurance held by PSI as trustee. The Owner and PSI 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 Paragraph 21 herein, except such rights as either Owner or PSI 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 PSI 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 Paragraph 21 herein.

23. **BONDS.** Prior to commencement of the Work, PSI shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Contract is executed. The bond will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.

24. **OWNER'S REPRESENTATIVE.** The Owner designates the following individual as its Owner's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of the Owner, and otherwise bind the Owner with respect to all matters requiring Owner's decision or approval:

Name: Dr. Gabriel Zamora
Title: Superintendent of Schools
Address: 101 W. Division St., Fort Stockton, TX 79735
Phone: (432) 336-4000
Fax: (432) 336-4008
Email: gabriel.zamora@fsisd.net

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

25. **PSI'S REPRESENTATIVE.** PSI designates the following individual as its Contractor's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of PSI, and otherwise bind the PSI with respect to all matters requiring PSI's decision or approval:

Name: Joseph Muldoon
Title: Vice President
Address: 801 E. Old Settlers Blvd, Suite 100, Round Rock, TX 78664
Phone: (812) 480-6196
Fax: (317) 713-1751

Email: jmuldoon@performanceservices.com

26. **DISPUTE RESOLUTION.** 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, PSI 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. PSI and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, senior executives of PSI and the Owner, 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. If after the meeting between senior executives, the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit 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 by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. 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. If mediation is unsuccessful, any and all disputes under this Contract shall be decided by confidential arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted in Indianapolis, Indiana and governed by Indiana law.
27. **INDEMNIFICATION.** PSI, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, employees and agents 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) but only to the extent resulting from the negligent acts or omissions of PSI or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Any such indemnification obligation of PSI shall be excused or discharged to the extent that the claim, damage, loss and expense, or event giving rise to the demand for indemnification, defense and hold harmless is caused in whole or in part by the acts or omissions of the Owner or any party sought to be indemnified. Likewise, the Owner, to the fullest extent permitted by law, shall indemnify and hold harmless PSI and any of PSI's officers, directors, employees, or agents 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) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors, or anyone for whose acts any of them may be liable. The Owner shall waive any rights of subrogation with regard to any damage to all real and personal property until all of the Work has been completed and accepted by the Owner.
28. **EVENTS OF DEFAULT.**
- (a) By Owner. The term Event of Default, as used in this Contract with respect to Owner, means the occurrence of any one of more of the following events: (i) Owner fails to make any payment as it becomes due in accordance with the terms of this Contract, and any such failure continues for five (5) days after the due date thereof; (ii) Owner fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by PSI; (iii) the discovery by PSI that any statement, representation or warranty made by Owner, legal, financial or otherwise, in this Contract or in any document ever delivered by Owner pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (iv) Owner becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Owner or of all or a substantial part of its assets, or fails to provide the financial assurances required by Paragraph No. 15.

- (b) **By PSI.** The term Event of Default, as used in this Contract with respect to PSI, means the occurrence of any one or more of the following events: (i) PSI's failure to perform its obligations in the manner and within the time prescribed by the terms of the Proposal subject to the provisions of Paragraph No. 6; or (ii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within 60 days after receipt of notice from the Owner.
29. **REMEDIES.** Upon the occurrence of an Event of Default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate action to enforce the terms of this Contract, (ii) recover damage for the breach of this Contract, and (iii) rescind this Contract. In addition, the parties shall remain liable for all covenants and indemnities under this Contract, and for all attorney fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Contract.
30. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** The Owner and PSI mutually waive any and all claims against each other for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating to the Contract and whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes:
- (a) damages incurred by the Owner for rental expenses, for losses of use, business interruption, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - (b) damages incurred by PSI for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
31. **OWNER'S REMEDIES.** The Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL PSI BE LIABLE FOR CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON CONTRACT, STATUTE, TORT (NEGLIGENT OR INTENTIONAL), STRICT LIABILITY OR EXPRESS OR IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT, OR FAILURE OF SUCH EQUIPMENT, REGARDLESS OF THE CONFORMIITY WITH THE TERMS AND CONDITIONS THIS CONTRACT.
32. **ENFORCEMENT OF CONTRACT.** In the event that either party is required to enforce any of the terms and conditions of this Contract, or is entitled to recover from either party any damages or moneys, then such prevailing party shall be entitled to recover its attorney fees incurred for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and all court costs, fees paid to experts, arbitration fees and similar expenses.
33. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract may be made upon the mutual written agreement of the parties. Such additions may include proposals from PSI for additional Work.
34. **NOTICES.** All notices or communications related to this Contract shall be in writing and shall be deemed served if and when sent by email, facsimile, U.S. mail or hand delivery to the representative listed in Paragraph Nos. 24 and 25 above..

35. **WAIVER.** No action or failure to act by the PSI shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
36. **SEVERABILITY.** Every provision of the Contract is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Contract and shall not affect the validity of the remainder of the Subcontract.
37. **CONTROLLING LAW.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the law of the State of Texas. Venue and forum for any action or proceeding shall be in the county where the Project is located.
38. **ASSISTANCE WITH FEDERAL PROGRAMS.** 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.
39. **SOFTWARE UPGRADES AND COMPATIBILITY; REMOTE ACCESS.** 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, Owner agrees to grant PSI remote access as follows:
- (a) Access to Owner's HVAC system via VPN connection;
 - (b) Access to relay emails from the HVAC devices for alarm notification and energy reporting;
 - (c) Access to the HVAC devices for retrieval of weather data, time sync and other necessary functions;
 - (d) Access for use in commissioning HVAC devices;
 - (e) 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.

END OF DOCUMENT



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:

Roofing: Old Ag Color & High School Fly Tower Roof Status and Quote(s)

Meeting Date:

April 10, 2025

- ☒ Action
- ☒ Information
- ☒ Discussion

* The school board previously approved roof replacement and upgrade for old Ag Barn with Coop member A-Lert Roofing. Question remained about adding color to roof. The cost is approximately an extra \$20K. Discuss if additional cost is worth it.

* High School Fly Tower (Panther Mural Tower) Roof Status and Quote(s): Upon inspection it was discovered that louvers on the smokestack are broken and allow water to leak when it rains. In order for Auditorium sound and light upgrades to be covered under warranty this known issue must be corrected. A-Lert Roofing has provided a quote with various solutions to this issue. We are in the process of attaining other quotes that may be presented at board meeting.

Fiscal Implications:

Cost will vary by vendor and based on options selected options.

Recommendation:

Review and discuss options and solutions. Action is only necessary if one of the possible courses of action meet the approval of the board.

Suggested Motion:

No action pending additional quotes and options.

“or”

I move to approve the _____ quote with _____ as selected roof type.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item: Athletic Director Search Timeline and Procedures	Meeting Date: April 10, 2025
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- ☒ Action
- ☒ Information
- ☒ Discussion

Background:

The departure of former Athletic Director triggered a search for a replacement AD. The position was advertised, and applicant documents were assembled for review by Trustees. Please note that this is a confidential search. The district will respect the privacy of applicants, and all documents will be shredded when search concludes.

Fiscal Implications:

N/A

Recommendations:

Discuss the number of candidates and other search details.

Suggested Motion:

N/A