

THE HOUSTON INDEPENDENT SCHOOL DISTRICT



AGENDA

**Board of Education
Meeting**

December 10, 2015

THE HOUSTON INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Index

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| A. Superintendent's Priority Items | G. Human Resources |
| B. Board of Education | H. Business Operations |
| C. Closed Session (Closed to Public) | I. Finance |
| D. Academic Services | J. Other |
| E. School Offices | K. Policy |
| F. Student Support | L. Superintendent's Information Items |

MEMBERS OF THE BOARD OF EDUCATION

Rhonda Skillern-Jones, *President*
Manuel Rodriguez, Jr., *First Vice President*
Wanda Adams, *Second Vice President*
Paula M. Harris, *Secretary*
Juliet Stipeche, *Assistant Secretary*
Anna Eastman
Michael Lunceford
Greg Meyers
Harvin C. Moore

Terry B. Grier, Ed.D., *Superintendent of Schools*

BOARD OF EDUCATION AGENDA

December 10, 2015

2:00 p.m.

- CALL TO ORDER
- ADJOURNMENT TO EXECUTIVE/CLOSED SESSION FOR THE PURPOSES LISTED UNDER ITEM D
- RECESS

5:00 p.m.

- RECONVENE IN OPEN SESSION
- REGULAR BOARD MEETING CONVENES IN THE BOARD AUDITORIUM
- MEDITATION AND PLEDGE OF ALLEGIANCE
- RECOGNITIONS
- CONSIDERATION AND APPROVAL OF MINUTES FROM PREVIOUS MEETINGS
- TRUSTEE B-1 COMMENTS
- BUSINESS AGENDA

Table of Contents

A. SUPERINTENDENT'S PRIORITY ITEMS

- A-1. Approval Of Personal Services Performed By The Superintendent, Including Speaking Engagements, Panel Discussions, Workshops, Etc., In Accordance With Texas Education Code Section 11.201(E)

B. BOARD OF EDUCATION

- B-1. Reports and comments from the Board president and Board members regarding meetings and conferences attended, schools visited, community and district activities, new initiatives, education programs, and continuing education.

There will be no action concerning the above items.

- B-2. Announcement Of Required Board Member Continuing Education

- B-3. Approval Of Amended Resolution Ordering Run-Off Election On December 12, 2015, For Houston Independent School District Single-Member Districts II And III

- Amended Resolution For Run-Off Election - *New*

- B-4. Consideration And Approval Of Thompson And Horton As Board Counsel And Bracewell And Giuliani As Alternate Board Counsel

- B-5. Selection Of Ray And Associates To Conduct The Search For The Next Superintendent Of Schools

ADJOURNMENT TO CLOSED OR EXECUTIVE SESSION PURSUANT TO SECTIONS 551.004, 551.071, 551.072, 551.074, and 551.083, CHAPTER 551 OF THE TEXAS GOVERNMENT CODE FOR THE FOLLOWING PURPOSES:

C. CLOSED SESSION

C-1. Private Consultation with the board's attorney on matters posted or as authorized by law

C-2. Personnel

- a. Deliberate the duties of the superintendent of schools, assistant superintendents, principals, employees, internal auditor, and board members; evaluations of the superintendent and internal auditor, consideration of compensation, and contractual provisions
- b. Consider and approve proposed appointments, reassignments, proposed terminations, terminations/suspensions, contract lengths, proposed nonrenewals, renewals, and resignations/retirements of personnel including teachers, assistant principals, principals, assistant superintendents, and other administrators, and, if necessary, approve waiver and release and compromise agreements.
- c. Hear complaints against and deliberate the duties of public officers or employees and resolution of same.

C-3. Legal Matters

- a. Matters on which the district's attorney's duty to the district under the Code of Professional Responsibility clearly conflicts with the Texas Open Meetings Law
- b. Pending or contemplated litigation matters and status report
- c. Update and discussion regarding North Forest Independent School District annexation and related matters
- d. Update and possible action in the matter of Houston Federation of Teachers, Local 2415, et al. v. Houston Independent School District; in the U. S. District Court for the Southern District of Texas, Houston Division; Civil Action No. 4:14-CV-01189
- e. Update and discussion in the matter of Cause No. 15-20297; Mable Caleb, et al. v. Terry Grier, et al., in the United States Court of Appeals for the Fifth Circuit, Houston Division; and, Cause No. 01-15-00285-CV; Jackie Anderson and Patrick Cockerham, Diann Banks, Herbert Lenton, and Mable Caleb v. Terry Grier, Superintendent of the Houston Independent School District; in the Court of Appeals for the First District of Texas and other related matters
- f. Consideration and authority to settle in the matter of Progressive Mutual Automobile Insurance Company v. Houston Independent School District; in the Harris County Court at Law Number One (1); Houston, Texas; Cause No. 1502449

- g. Update and discussion in the matter of Melody Johnson v. Houston Independent School District; in the 270th Judicial District Court of Harris County, Texas; Cause No. 2015-68342
- h. Consideration and authority to settle the subrogation lien of Felicia Standfield against Bobbie Freda and Allstate Insurance for workers' compensation benefits; Allstate Insurance Claim No. 0308034800

C-4. Real Estate

- a. Deliberation of the purchase, exchange, lease, or value of real property related to the HISD 2007 and 2012 facilities bond programs

D. ACADEMIC SERVICES

D-1. Approval Of Current And Anticipated Donations For Districtwide And School-Specific Programs And Authorization To Negotiate, Execute, And Amend Necessary Contracts Associated With These Donations

- Attachment For Approval Of Donations
- Schools Receiving Donations From Schlumberger

D-2. Acceptance Of Grant Funds In Support Of Districtwide And School-Specific Programs And Authorization To Negotiate And Execute Contracts Required Under The Grants

- Attachment For Acceptance Of Grants

E. SCHOOL OFFICES

F. STUDENT SUPPORT

F-1. Approval To Adjust The Attendance Boundaries For David Crockett Elementary School, Harvard Elementary School, James Ketelsen Elementary School, And William B. Travis Elementary School

- Current Attendance Boundaries
- Proposed Attendance Boundaries

F-2. Authority To Negotiate And Execute An Agreement With Teaching Strategies, Inc. Doing Business As Safe And Civil Schools

G. HUMAN RESOURCES

G-1. Consideration And Approval Of A Voluntary Early Notification Program For Teachers and Campus Leadership

G-2. Consideration And Approval Of The Teach Forward Houston Initiative Program -
Revised

H. BUSINESS OPERATIONS

- H-1. Ratification Of Emergency Purchases And Repairs At Various Campuses Pursuant To Board Policy CH(LOCAL): Purchasing and Acquisition
 - Emergency Purchase Requests
- H-2. Authority To Negotiate, Execute, And Amend A Contract With IKLO Construction For The Reconstruction Of The SPARK Park At E. A. “Squatty” Lyons Elementary School
- H-3. Approval To Establish Budgets And Authority To Negotiate, Execute, And Amend All Necessary Contracts Related To Capital Improvements At Booker T. Washington High School
- H-4. Approval To Amend And Increase The Design Contract For Jefferson Davis High School

I. FINANCE

- I-1. Approval Of Vendor Awards For Purchases Over \$100,000 And Ratification Of Vendor Awards For Purchases Under \$100,000
 - Purchasing Requests - *Revised*
- I-2. Approval Of 2015 Tax Roll
 - HISD Tax Roll Letter 2015
- I-3. Approval Of Order Authorizing The Issuance, Sale, And Delivery Of Houston Independent School District Limited Tax Schoolhouse And Refunding Bonds, Series 2016A; Authorizing The Superintendent, Chief Financial Officer, Or Controller To Select Underwriters And Sell The Series 2016A Bonds, Subject To Stated Parameters; And Authorizing the Administration To Proceed With All Other Necessary Actions For Sale Of Bonds
 - Order Relating To Bonds
- I-4. Approval Of Section 125 Benefit Plan Update
- I-5. Approval Of Resolution Authorizing The Issuance, Sale, And Delivery Of Houston Independent School District Maintenance Tax Notes; Approval For The Superintendent, Chief Financial Officer, Or Controller To Sell The Notes, Subject To Stated Parameters; And Authorization To Proceed With All Other Necessary Actions For Sale Of Notes
 - Certificate For Resolution
- I-6. Authority To Negotiate, Execute, And Amend A Lease Agreement With 6400 Southwest Freeway, Ltd., For Classroom Space For Liberty High School

J. OTHER

K. POLICY

- K-1. Adoption Of A Resolution To Suspend Portions Of EIE(LOCAL), Academic Achievement: Retention And Promotion For The 2015–2016 School Year
- EIE(LOCAL), Academic Achievement: Retention And Promotion
 - Resolution To Suspend Portions Of EIE(LOCAL) For 2015–2016
- K-2. Proposed Revision To Board Policy CH(LOCAL), Purchasing And Acquisition—Second Reading
- CH(LOCAL), 2nd Reading
- K-3. Proposed Revision To Board Policy CV(LOCAL), Facilities Construction—Second Reading
- CV(LOCAL), 2nd Reading
- K-4. Proposed Revisions To Board Policy EHBB(LOCAL), Special Programs: Gifted And Talented Students—Second Reading
- EHBB(LOCAL), 2nd Reading
- K-5. Proposed Revisions To Board Policy FO(LOCAL), Student Discipline—Second Reading
- FO(LOCAL), 2nd Reading

L SUPERINTENDENT'S INFORMATION ITEMS

- L-1. Investment Report

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of the Board of Education
Rhonda Skillern-Jones, President

SUBJECT: ANNOUNCEMENT OF REQUIRED BOARD MEMBER CONTINUING EDUCATION

In accordance with Chapter 61, Subchapter A, §61.1, an announcement as to the status of board members' continuing education must be made at the last regular board meeting of the calendar year by the board president.

The annual continuing education assessment is on file with the Board Services Office.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports Houston Independent School District Goal 5: Improve Public Support and Confidence in Schools and aligns to Core Initiative 6: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education announces the required board member continuing education, effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of the Board of Education
Rhonda Skillern-Jones, President

SUBJECT: APPROVAL OF AMENDED RESOLUTION ORDERING RUN-OFF ELECTION ON DECEMBER 12, 2015, FOR HOUSTON INDEPENDENT SCHOOL DISTRICT SINGLE-MEMBER DISTRICTS II AND III

State election law requires that the Houston Independent School District (HISD) Board of Education approves polling locations for the election of trustees.

At the November 12, 2015, regular meeting of the HISD Board of Education, the board approved a resolution ordering a run-off election for HISD Geographic Districts II and III for joint elections to be conducted with Harris County on December 12, 2015, for the purpose of electing a trustee from each single-member geographic district. This order of election included a list of polling locations provided by Harris County.

Since November 12, 2015, Harris County has revised the list of polling locations. The board must approve this amended list as required by state law.

The resolution ordering the run-off election, including the revised list of polling locations as provided by Harris County, is attached.

COST/FUNDING SOURCE(S): The total cost of the election is not expected to exceed \$270,000 and will be funded by districtwide funds (GF1-41-6439-911-99-940-940).

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 5: Improve Public Support and Confidence in Schools and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves the amended resolution ordering a run-off election on December 12, 2015, for HISD Board of Education single-member districts II and III, effective December 11, 2015.

**RESOLUTION ORDERING HOUSTON INDEPENDENT SCHOOL DISTRICT RUN-
OFF ELECTION FOR TRUSTEE DISTRICTS II AND III**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, a general election of the trustees of the Houston Independent School District was held on the third day of November, 2015, for the purpose of electing trustees to fill positions in Geographic Districts II, III, IV and VIII;

WHEREAS, Article 2774b, Vernon's Annotated Texas Civil Statutes, provides that the election of trustees of the Houston Independent School District ("HISD") shall be by majority vote; and

WHEREAS, the Board of Education finds that the November 3, 2015, election was duly ordered and called; that notice was given in accordance with the law; that the official election returns have been canvassed as required by law and filed with the Secretary of the Board of Education; that only qualified voters of Geographic Districts II, III, IV and VIII voted in the election; and that no candidate received a majority vote for the position in Geographic Districts II and III on the Board of Education.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Education of the Houston Independent School District:

1. That a run-off election between the two candidates receiving the highest number of votes for Geographic Districts II and III at the election on November 3rd be held between the hours of 7:00 a.m. and 7:00 p.m. on December 12, 2015, for the purpose of electing 2 trustees to fill the positions in Geographic Districts II and III.

2. The election shall be conducted in accordance with the laws of this State, including specifically Article 2774b as amended, and only qualified voters of the Houston Independent School District residing within Geographic Districts II and III shall be eligible to vote at the election.

3. That said election shall be conducted jointly with Harris County and with the City of Houston and other participating entities in precincts that can be served by common polling places pursuant to Chapter 271 of the Texas Election Code; and further, be it noted that, in setting the run-off election date, the Board of Education took into consideration the date on which the City of Houston had already set for its run-off election (December 12, 2015).

4. The order in which the names of the candidates are to be printed on the ballot shall be determined by lot through a drawing held at the District's Office of Board Services on November 16, 2015, as provided by Section 52.094 of the Texas Election Code. The District shall post notice of the date, hour, and place of the drawing on the bulletin board used for the notices of meetings of the Board of Trustees of the District. The notice shall remain posted continuously for at least twenty-four (24) hours immediately preceding the scheduled time of the drawing. The District shall also mail notice of the date, hour, and place of the drawing to each candidate, at the address stated on the candidate's application for a place on the ballot, not later than the fourth (4th) day before the day of the drawing. Each candidate involved in the drawing, or a representative designated by him or her, shall have a right to be present at the drawing and to draw for a position on the ballot.

5. The polling places for the run-off election shall be open for voting from 7:00 a.m. to 7:00 p.m. on December 12, 2015.

6. The following polling places in election precincts that contain territory lying within Geographic Districts II and III or parts thereof are hereby designated as polling places for the election:

Geographic District II	Precinct No.	Run-Off Election Day Polling Location
	0007	Mount Zion M Church 9318 Homestead Rd. Houston, TX 77016
	0042,0373	Kashmere Multi-Service Center 4802 Lockwood Dr. Houston, TX 77026
	0047,0900,1059	Payne Chapel A M E Church 2701 Lee St. Houston, TX 77026
	0048	J W Peavy Senior Center 3814 Market Houston, TX 77020
	0107,0702,0775	Berry Elementary School 2310 Berry Rd. Houston, TX 77093
	0122,1066	John F. Kennedy Elementary School 400 Victoria Dr. Houston, TX 77022
	0138	New Pleasant Grove Baptist Church 3221 Bain St. Houston, TX 77026

Geographic District II	Precinct No.	Run-Off Election Day Polling Location
	0144, 0406	Harris County Annex #36 3815 Cavalcade Houston, TX 77026
	0145	Wesley United Methodist Church 7225 Homestead Road Houston, TX 77069
	0151, 061	Shadydale Elementary School 5905 Tidwell Rd. Houston, TX 77016
	0152	Shady Lane Park Community Center 10220 Shady Ln. Houston, TX 77093
	0159, 0160, 0924	Bruce Elementary School 510 Jensen Dr. Houston, TX 77020
	0161, 0412, 0865	Julia C Hester House 2020 Solo St. Houston, TX 77020
	0168, 0583	Felix Cook Junior Elementary School 7115 Lockwood Dr. Houston, TX 77016
	0169	A B Anderson Academy 7401 Wheatley St. Houston, TX 77088
	0171, 0930	Hill Zion Missionary Baptist Church 8317 Curry Rd. Houston, TX 77093
	0185	Ralph G Goodman Elementary School 9325 Deer Trail Dr. Houston, TX 77088
	0186, 0201, 0854	Tuffly Park Recreation Center 3200 Russell St. Houston, TX 77026
	0189	Oak Forest Elementary School 1401 W 43 rd St. Houston, TX 77018
	0192	B T Washington High School 119 E 39 th St. Houston, TX 77018

Geographic District II	Precinct No.	Run-Off Election Day Polling Location
	0195	Burrus Elementary School 701 E. 33 rd St. Houston, TX 77022
	0197	Osborne Elementary School 800 Ringold Houston, TX 77088
	0202,0929	Wheatley Senior High School 4801 Providence Houston, TX 77020
	0205	East Park Baptist Church 8602 Tidwell Rd. Houston, TX 77028
	0212,0571,0591	Ernest F Mendel Elementary School 3735 Topping St. Houston, TX 77093
	0230,0574	New Mount Carmel Baptist Church 4301 Weaver Rd. Houston, TX 77016
	0252	Greater New Hope Missionary Baptist Church 10505 Bainbridge Houston, TX 77016
	0253	Little Union Missionary Baptist Church 6609 Letcher St. Houston, TX 77028
	0259	Pleasantville Elementary School 1431 Gellhorn Dr. Houston, TX 77029
	0320,0321	Melrose Park Community Center 1001 Canino Rd. Houston, TX 77076
	0322	Laguna Townhomes Clubhouse 5911 Sunforest Drive Houston, TX 77092
	0325	High School Ahead Academy 5320 Yale St. Houston, TX 77022
	0327	Wesley Elementary School 800 Dillard St. Houston, TX 77091
	0344,0754	TBD

Geographic District II	Precinct No.	Run-Off Election Day Polling Location
	0365	Saint Pius the Tenth High School 811 W Donovan St. Houston, TX 77091
	0396	Scenic Woods Regional Library 10677 Homestead Rd. Houston, TX 77016
	0401	Lakewood Park Community Center 8811 Feland Houston, TX 77028
	0448	Black Middle School 1575 Chantilly Ln. Houston, TX 77018
	0450	Josie Ruth Smith Academy 5815 W Little York Rd. Houston, TX 77091
	0454	Beebe Tabernacle Christian Methodist Episcopal 7210 Langley Rd. Houston, TX 77016
	0455,0562	Isaacs Elementary School 3830 Pickfair St. Houston, TX 77026
	0544,0852	Ross Elementary School 2819 Bay Street Houston, TX 77026
	0576	Saint Pauls Missionary Baptist Church 2516 Paul Quinn St Houston, TX 77091
	0578	Candlelight Park Community Center 1520 Candlelight Ln. Houston, TX 77018
	0580	New Mount Calvary Baptist Church 4711 Kelley St. Houston, TX 77026
	0581	Bethany Baptist Church Fellowship Hall 7402 Homestead Rd Houston, TX 77028
	0582	Hobart Taylor Community Center 8100 Kenton St. Houston, TX 77028

Geographic District II	Precinct No.	Run-Off Election Day Polling Location
	0585	North Forest High School 10725 Mesa Dr. Houston, TX 77078
	0606	Key Middle School 4000 Kelley St. Houston, TX 77026
	0714,0779	Hardy Street Senior Citizens Center 11901 W Hardy Rd. Houston, TX 77076
	0784	Greater Parkhill Church of God in Christ 7809 Winship St. Houston, TX 77028
	0812	Scroggins Elementary School 400 Boyles St. Houston, TX 77020
	0856	Settegast Park Community Center 3000 Garrow Houston, TX 77003
	0867	Leonel J Castillo Community Center 2101 South St. Houston, TX 77009
	0927,0974	Waltrip Senior High School 1900 West 34 th Street Houston, Texas 77018
	0953	Clifton Middle School 6001 Golden Forest Dr. Houston, TX 77092
	0954,0975, 1004	Wainwright Elementary School 5330 Milwee St. Houston, TX 77092
	1067, 1068	TBD

Geographic District III	Precinct No.	Run-Off Election Day Polling Location
	0023,0526	Raul Yzaguirre School For Success Tejano Center 2950 Broadway St. Houston, TX 77017
	0036,0749	Daniel Ortiz Middle School 6767 Telephone Rd. Houston, TX 77061
	0064	Gallegos Elementary School 7415 Harrisburg Blvd. Houston, TX 77011
	0065	DeZavala Park Community Center 7521 Avenue H Houston, TX 77012
	0066,0527	John R. Harris Elementary School 801 Broadway St Houston, TX 77012
	0067	Brookline Elementary School 6301 S. Loop E Fwy Houston, TX 77087
	0072	Mason Park Community Center 541 S 75 th St. Houston, TX 77023-2701
	0094,0181	Pearl Rucker Elementary School 5201 Vinett St Houston, TX 77017-4958
	0134,0798,0815,0820,0825,0831	Garden Villas Park Community Center 6720 S Haywood Dr. Houston, TX 77061
	0142,0211	Charlton Park Recreation Center 8200 Park Place Blvd. Houston, TX 77017-3105
	0154	HCC Southeast College Building C Parking Garage 6960 Rustic St Houston, TX 77087
	0172,0231	Golfcrest Elementary School 7414 Fairway Dr. Houston, TX 77087-3623
	0203,0766,0945,0946	Juan Seguin Elementary School 5905 Waltrip Houston, TX 77087

Geographic District III	Precinct No.	Run-Off Election Day Polling Location
	0221	Meadowcreek Village Park Community Center 5333 Berry Creek Dr. Houston, TX 77017-6254
	0226	Ingrando Park Recreation Center 7302 Keller St. Houston, TX 77012-3518
	0275,0850,1039	Glenbrook United Methodist Church 8635 Glen Valley Dr. Houston, TX 77061-2339
	0285,1046	J P Cornelius Elementary School 7475 Westover St. Houston, TX 77087-6113
	0308	Courtyard by Marriott Houston Hobby 9190 Gulf Freeway Houston, TX 77017
	0329	W I Stevenson Middle School 9595 Winkler Dr. Houston, TX 77017-5921
	0343,0871	Houston Gulf Coast Building & Construction Trade 2704 Sutherland St. Houston, TX 77023-5399
	0379	Bellfort Church of Christ 6606 Bellfort St Houston, TX 77087-6410
	0389	Great Zion Missionary Baptist Church 3202 Trulley Street Houston, TX 77004
	0530	City of Houston Fire Station 20 6902 Navigation Blvd. Houston, TX 77011-1455
	0774,1050,1058	J C Mitchell Elementary School 10900 Gulfdale Dr. Houston, TX 77075-4608
	0801,0849	Mountain Top Ministries 8420 Almeda Genoa Rd. Houston, TX 77075

7. Requests for ballots by mail should be directed in writing to Stan Stanart, Harris County Clerk, Attn: Elections Division, P.O. Box 1148, Houston, Texas 77251-1148. Requests for ballots by mail must be received no later than the close of business on December 1, 2015.

8. Early voting by personal appearance will be held December 2, 2015, through December 8, 2015, including Saturday, December 5, 2015, 7:00 am – 7:00 pm and Sunday, December 6, 2015, 1:00 pm – 6:00 pm. Early voting by personal appearance shall take place from 7:00 a.m. to 7:00 p.m. on each day of the early voting period, and will be conducted at the following locations:

Location	Address
Harris County Administration Building	1001 Preston, 1 st Floor Houston, TX 77002
Prairie View A&M University-Northwest	9449 Grant Rd. Houston, TX 77070
Kingwood Library	4400 Bens View Lane Kingwood, TX 77345
Harris County Courthouse Annex #25	7330 Spencer Highway Pasadena, TX 77505
Freeman Branch Library	16616 Diana Lane Houston, TX 77062
Hiram Clarke MSC	3810 W. Fuqua Houston, TX 77045
Nottingham Park	926 Country Place Drive Houston, TX 77079
Harris County Public Health Environmental Service	2223 West Loop South Houston, TX 77027
Metropolitan Multi-Service Center	1475 West Gray Houston, TX 77019
Lone Star College Fairbanks Center	14955 Northwest Freeway Houston, TX 77040
Bayland Park Community Center	6400 Bissonnet Houston, TX 77074
Tracy Gee Community Center	3599 Westcenter Drive Houston, TX 77042
Bear Creek Park Community Center	3055 Bear Creek Drive Houston, TX 77084
Trini Mendenhall Community Center	1414 Wirt Road Houston, TX 77055
Acers Home Multi Service Center	6719 W. Montgomery Houston, TX 77091
Lone Star College Victory Center	4141 Victory Drive Houston, TX 77088
Hardy Senior Center	11901 West Hardy Road Houston, TX 77076

Location	Address
Northeast Multi-Service Center	9720 Spaulding St, Bldg #4 Houston, TX 77016
Octavia Fields Branch Library	1503 South Houston Avenue Houston, TX 77587
Kashmere Multi- Service Center	4802 Lockwood Dr. Houston, TX 77026
North Channel Branch Library	15741 Wallisville Road Houston, TX 77049
H.C.C.S. Northeast	555 Community College Dr. Bldg 09 Houston, TX 77013
Ripley House	4410 Navigation Boulevard Houston, TX 77011
John Phelps Courthouse	101 S Richey St. Pasadena, TX 77506
H.C.C.S. Southeast	6960 Rustic, Parking Garage Houston, TX 77087
Fiesta Mart, Inc.	8130 Kirby Houston, TX 77054
Sunnyside Multi-Service Center	4605 Wilmington Houston, TX 77051
Palm Center	5300 Griggs Road Houston, TX 77021
Moody Park	3725 Fulton Street Houston, TX 77009
Alief ISD Administration Building	4250 Cook Road Houston, TX 77072
Glen Cheek Education Building	16002 Westheimer Pkwy Houston, TX 77506

9. All voting at the election shall be by the method provided by the Commissioners' Court of Harris County, Texas, for use in elections held in Harris County, Texas, under the conditions provided for by contract between Harris County and the Houston Independent School District.

10. Board Services Manager, Veronica Mabasa, in consultation with the Superintendent of Schools, and HISD Office of Legal Services, is hereby authorized to make all necessary arrangements for the holding of said election and to serve as the District's representative to coordinate with the Harris County Elections Administrator in conducting the election in accordance with the laws of this State.

11. The candidate receiving the majority of the votes cast for each position shall be deemed to be elected and be entitled to serve as trustee.

12. The results of the election shall be canvassed by the Board in accordance with the Texas Election Code and Article 2774b at a meeting called by the Board in accordance with the requirements of the Texas Open Meetings Act.

13. The candidates elected to office shall enter upon the discharge of their duties on the first day of January following the run-off election.

14. All election materials including the notice of election, ballots, instruction cards, affidavits, and other forms which the voter may be requested to sign, and all early voting materials, shall be printed in English, Spanish, Chinese, and Vietnamese, or Spanish, Chinese, and Vietnamese translations thereof shall be made available in the circumstances permitted and the manner required by law.

15. The official ballots for the election shall be prepared in accordance with the Texas Election Code, and Article 2774b. All candidates shall be designated on the official ballot according to the number of the geographic district in which the candidate resides. The official ballot shall have printed on it the following:

Houston ISD Run-Off Election for Trustee Districts II and III

16. This Resolution and Order shall constitute the election order for the call of the run-off election herein described, and the same or a substantial copy of this Order shall serve as proper notice of the election. The notice, including a Spanish, Chinese and Vietnamese translation, shall be published at least one time not less than ten (10) days before the day of the election in a newspaper of general circulation in the District and posted not later than the 15th day before election day, and remain posted continuously through election day, on the bulletin board used for notices of meetings of the Board of Education. The District shall deliver notice of this election to the Harris County Clerk as soon as practicable.

PASSED AND APPROVED, this ____ day of December, 2015.

Paula Harris, Secretary
Board of Education
Houston Independent School District

Rhonda Skillern-Jones, President
Board of Education
Houston Independent School District

(District Seal)

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of the Board of Education
Rhonda Skillern-Jones, President

**SUBJECT: CONSIDERATION AND APPROVAL OF THOMPSON AND HORTON
AS BOARD COUNSEL AND BRACEWELL AND GIULIANI AS
ALTERNATE BOARD COUNSEL**

The Houston Independent School District (HISD) Board of Education authorized the issuance of a Request for Qualifications (RFQ) for law firms for the purpose of serving as HISD board counsel. In response to the RFQ, six proposals were received and all firms were interviewed by the board interview panel, consisting of three board members, in a special meeting on November 16, 2015. The board interview panel made recommendations to the board for approval.

COST/FUNDING SOURCE(S): All law firms will be paid, upon rendition of services, from the legal services general fund GF1-41-6211-905-99-700-700.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 5: Improve Public Support and Confidence in Schools and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education engages the firm Thompson And Horton as board counsel and the firm Bracewell And Giuliani as alternate board counsel, effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of the Board of Education
Rhonda Skillern-Jones, President

**SUBJECT: SELECTION OF RAY AND ASSOCIATES TO CONDUCT THE SEARCH
FOR THE NEXT SUPERINTENDENT OF SCHOOLS**

The Office of Procurement Services issued a request for proposals from executive search firms for the purpose of conducting the search for the next Superintendent of Schools of the Houston Independent School District (HISD). Four firms were interviewed by the board in a special meeting November 30, 2015. The purpose of this item is to approve the firm to conduct the superintendent search.

COST/FUNDING SOURCE(S): The total cost for this service as well as advertisement, travel, and any other unexpected expenses, is not to exceed \$70,000 and will be funded by general funds (GF1-41-6299-911-99-940-940).

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 5: Improve Public Support and Confidence in Schools and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education engages the firm of Ray and Associates to conduct the search for the next Superintendent of Schools, effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Academic Services
Andrew G. Houlihan, Chief Academic Officer

SUBJECT: APPROVAL OF CURRENT AND ANTICIPATED DONATIONS FOR DISTRICTWIDE AND SCHOOL-SPECIFIC PROGRAMS AND AUTHORIZATION TO NEGOTIATE, EXECUTE, AND AMEND NECESSARY CONTRACTS ASSOCIATED WITH THESE DONATIONS

In accordance with board policy, all donations in aggregate of \$5,000 or more must be approved by the Houston Independent School District (HISD) Board of Education.

The attachment reflects a summary of proposed donations.

COST/FUNDING SOURCE(S): Shown on the attached list.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and is aligned to Core Initiative 3: Rigorous Instructional Standards and Supports.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves the proposed donations for districtwide and school-specific programs and authorizes the superintendent or a designee to negotiate, execute, and amend necessary contracts, effective December 11, 2015.

SUMMARY OF DONATIONS GREATER THAN \$5,000

Donor	Receiving School/ Department	Donation Disbursement	Total Value of Donation	Budget String
Studies Weekly, Inc.	Elementary Curriculum and Development Department	eBook Readers	\$15,000	In-kind
Studies Weekly, Inc., is donating 200 Kindle tablets to the Houston Independent School District (HISD) Elementary Curriculum and Development Department. These Kindles will be used to support social studies professional development for teachers. The Elementary Curriculum and Development Department will issue the Kindles to teachers participating at a December 12 Social Studies Saturday training event to support the use of the online Studies Weekly component. Teachers are each receiving a Kindle to encourage them to use the device to support a classroom student workstation so students can read social studies content on the device.				
Avenue Community Development Corporation	Jefferson Davis High School (HS)	Jefferson Davis HS Theater Program	\$5,000	SR1-11-6399-003-10-YY7-YY7
Avenue Community Development Corporation is donating these funds to support Jefferson Davis Theater Club. These funds will be used to purchase supplies and materials for theater productions.				
Schlumberger c/o HISD Foundation	Designated HISD Schools (See attachment)	Schlumberger Coding Clubs and Schlumberger Robotics Clubs	\$147,500	SR1-11-6399-XXX-10-YY7-YY7
Schlumberger is donating \$147,500 to designated HISD schools to support 19 campus-based Schlumberger robotics clubs and 21 coding clubs. The total donated amount for the Schlumberger robotics clubs is \$95,000, or \$5,000 per campus. The total donated amount for the Schlumberger coding clubs is \$52,500, or \$2,500 per campus.				

SUMMARY OF DONATIONS GREATER THAN \$5,000

Donor	Receiving School/ Department	Donation Disbursement	Total Value of Donation	Budget String
Texas Teachers	Kashmere HS	Supplies and Materials	\$13,000	SR1-11-6399-007-10-YY7-YY7
Texas Teachers is donating \$13,000 to Kashmere HS to provide equity in access to high-quality educational programs and instructions. Specifically, the donated funds will be used to purchase supplies and technology necessary to support student achievement as the Kashmere HS Administration sees fit.				
Independent Petroleum Association of American (IPAA)	Energy Institute HS	Curriculum materials, field trips, guest speakers, competitions, and teacher training	\$40,000	SR1-11-6100-468-10-GR9-GR9 SR1-11-6200-468-10-GR9-GR9 SR1-11-6399-468-10-GR9-GR9 SR1-11-6400-468-10-GR9-GR9
The IPAA has provided a donation of \$40,000 specifically for the Energy Institute HS. The donated funds must be used to support the Energy Institute HS students and teachers and have an oil and gas industry focus and a direct education focus. Approved uses of the funds are oil and gas curriculum materials, field trips, guest speakers, student competitions, and teacher training. Non-approved uses of the funds are laptops, iPads, calculators, furniture, decorative items, and employee salaries. Prior to using funds, the IPAA form <i>Request to Use Donated Funds</i> must be submitted. After the use of the funds, the IPAA form <i>Report on Use of Donated Funds</i> must be submitted, along with the project receipts.				
Harvard Elementary School (ES) Activity Fund	Harvard ES	Harvard ES School International Baccalaureate (IB) Program	\$60,000	SR1-11-6114-169-10-YY7-YY7 SR1-11-6399-169-10-YY7-YY7 SR1-11-6632-169-10-YY7-YY7 SR1-11-6491-169-10-YY7-YY7
These funds are donated by Harvard ES to provide funds to pay for an hourly lecturer to implement the required reading/dyslexia instruction. These funds will also be used to pay for yearly dues for IB, to provide teachers with classroom supplies, and to purchase technology.				

SUMMARY OF DONATIONS GREATER THAN \$5,000

Donor	Receiving School/ Department	Donation Disbursement	Total Value of Donation	Budget String
Pin Oak Middle School (MS) Parent-Teacher Organization (PTO)	Pin Oak MS	Funds to purchase musical instruments	\$5,559	SR1-11-63XX-337-10-YY7-YY7 SR1-11-66XX-337-10-YY7-YY7

Pin Oak MS PTO has donated funds to Pin Oak MS to purchase two Buffet trombones, one French horn, and two clarinets to support music education at the school.

Total Value of Grants: \$286,059.00

The Schlumberger Donation

List of Schools

The Schlumberger Robotics Clubs	The Schlumberger Coding Clubs
McGowen Elementary School (ES)	Lanier MS
Mickey Leland College Preparatory Academy	Peck ES
Briscoe ES	Red ES
Carnegie High School (HS)	Baylor College of Medicine Academy
De Zavala ES	Bellaire HS
Forest Brook Middle School (MS)	Carnegie HS
Hamilton MS	Chavez HS
Herrera ES	Garden Oaks ES
Houston MSTC	Harvard ES
MacGregor ES	Lockhart ES
Patterson ES	Mark Twain ES
Seguin ES	Northline ES
South Early HS	Pershing MS
TH Rogers Academy	Reagan HS
Travis ES	Shearn ES
Waltrip HS	Mickey Leland College Preparatory Academy
Lamar HS	Lyons ES
Lyons ES	Piney Point ES
Young Women's College Preparatory Academy	Benavidez ES
	Sinclair ES
	Young Women's College Preparatory Academy

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Academic Services
Andrew G. Houlihan, Chief Academic Officer

SUBJECT: ACCEPTANCE OF GRANT FUNDS IN SUPPORT OF DISTRICTWIDE AND SCHOOL-SPECIFIC PROGRAMS AND AUTHORIZATION TO NEGOTIATE AND EXECUTE CONTRACTS REQUIRED UNDER THE GRANTS

In accordance with board policy, all grant funds in aggregate of \$5,000 or more must be approved by the Houston Independent School District (HISD) Board of Education.

The attachment reflects a summary of grants awarded to HISD.

COST/FUNDING SOURCE(S): Shown on the attached list.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and is aligned to Core Initiative 3: Rigorous Instructional Standards and Supports.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education accepts the proposed grant funds for districtwide and school-specific programs and authorizes the superintendent of schools or designee to negotiate and execute contracts required under the grants, effective December 11, 2015.

SUMMARY OF GRANTS GREATER THAN \$5,000

Grantor	Receiving School/ Department	Grant Disbursement	Total Value of Grant	Budget String
Houston Texans and Texas Children's Hospital	Fondren Elementary School (ES), Holland Middle School (MS), and Worthing High School (HS)	2015 Houston Texans Play 60 Grant	\$30,000	SR1-36-6100-XXX-99-NF8-NF8
				SR1-36-6200-XXX-99-NF8-NF8
				SR1-36-6399-XXX-99-NF8-NF8

The 2015 Houston Texans Play 60 Grant presented by Texas Children's Hospital, in the amount of \$10,000 for each campus, has been awarded to Fondren ES, Holland MS, and Worthing HS. The grant is designed to help schools with equipment for physical education; sports or after-school programs; field, gymnasium, or playground refurbishments; activity trails; interactive fitness technology installations; and other products that will get kids moving. The grant funds will be used for extra-duty pay, contracted services, sports equipment, and supplies to promote physical activity and fitness.

Total Value of Grants: \$30,000

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: APPROVAL TO ADJUST THE ATTENDANCE BOUNDARIES FOR DAVID CROCKETT ELEMENTARY SCHOOL, HARVARD ELEMENTARY SCHOOL, JAMES KETELSEN ELEMENTARY SCHOOL, AND WILLIAM B. TRAVIS ELEMENTARY SCHOOL

The Houston Independent School District (HISD) Board of Education is requested to approve adjustments to the attendance boundaries for Crockett, Harvard, Travis, and Ketelsen elementary schools. The adjustments would be effective beginning with the 2016–2017 school year. The proposed boundary change affects two students currently zoned to Crockett Elementary; these students will be grandfathered and given the option to stay at Crockett Elementary or attend their newly zoned school, Travis Elementary.

The attendance boundary adjustments are proposed to align with the current freeway network. The proposed alignment would allow better connectivity between neighborhoods and schools as well as eliminating hazardous crossings over Interstate 10.

The proposed attendance boundary for David Crockett Elementary School (ES) is indicated below.

The point of beginning (POB) being the intersection of the center line (CL) of Buffalo Bayou and Waugh Drive; north along the CL of Waugh Drive following the CL of South Heights Boulevard and Heights Boulevard to the CL of Interstate 10 (Katy Freeway); east along the CL of Katy Freeway following the CL of Interstate 45 (North Freeway) to the CL of Milam Street; south along the CL of Milam Street to the CL of Buffalo Bayou; east along the CL of Buffalo Bayou to the CL of Main Street; southwest along the CL of Main Street to the CL of Walker Street; northwest along the CL of Walker Street to the CL of Travis Street; southwest along the CL of Travis Street to the CL of McKinney Street; northwest along the CL of McKinney Street to the CL of the pedestrian plaza between Smith Street and Bagby Street; southwest along the CL of the pedestrian plaza to the intersection of the CL of Brazos Street and the CL of Lamar Street; southwest along the CL of Brazos Street to the CL of Dallas Street; northwest along the CL of Dallas Street to the CL of Interstate 45; north along the CL of Interstate 45 to the CL of Buffalo Bayou; west along the CL of Buffalo Bayou following all its meanders to the CL of Waugh Drive, the POB.

The proposed attendance boundary for Harvard ES is indicated below.

The POB being the intersection of the CL of Rutland Street and the CL of West 11th Street; east along the CL of West 11th Street to the CL of Heights Boulevard; north along the CL of Heights Boulevard to the CL of East 14th Street; east along the CL of East 14th Street to the CL of Cortlandt Street; south along the CL of Cortlandt Street to the CL of East 13th Street; east along the CL of East 13th Street to the CL of Oxford Street; south along the CL of Oxford Street to the CL of East 12th Street; east along the CL of East 12th Street to the CL of Studewood Street; south along the CL of Studewood Street to the CL of Interstate 10 (Katy Freeway); west along the CL of Interstate 10 to the CL of Yale Street; north along the CL of Yale Street to the CL of West 6th Street; west along the CL of West 6th Street to the CL of Allston Street; north along the CL of Allston Street to the CL of the bike path between West 6th Street and West 8th Street; west along the bike path to the CL of Rutland Street; north along the CL of Rutland Street to the CL of West 11th Street, the POB.

The proposed attendance boundary for William B. Travis ES is indicated below.

The POB being the intersection of the CL of Studewood Street and the CL of Pecore Street; east along the CL of Pecore Street to the CL of Bradley Street; north along the CL of Bradley Street to the CL of Cottage Street; east along the CL of Cottage Street to the CL of Reagan Street; south along the CL of Reagan Street to the CL of Key Street; east along the CL of Key Street to the CL of Moss Street; north along the CL of Moss Street to the CL of Cottage Street; east along the CL of Cottage Street to the CL of Tabor Street; north along the CL of Tabor Street to the CL of North Main Street; southeast along the CL of North Main Street to the CL of Temple Street; east along the CL of Temple Street to the CL of Interstate 45 (North Freeway); south along the CL of Interstate 45 to the CL of North Main Street; east along an imaginary line, including addresses along Cosmos Street, Jessamine Street, and Lilac Street in the Glen Park subdivision, to the CL of Little White Oak Bayou; southwest along the CL of Little White Oak Bayou with all its meanders to a point north of the north terminus of Glen Park Street; southwest along an imaginary line to the CL of the north terminus of Glen Park Street; southwest along Glen Park Street, including addresses along both sides of Glen Park Street, to the intersection of the CL of North Main Street and the CL of North Street; southwest along the CL of North Street, including addresses along both sides of North Street, to the CL of Interstate 45; south along the CL of Interstate 45 to the CL of Interstate 10 (Katy Freeway); west along the CL of Interstate 10 to the CL of Studewood Street; northeast then north along the CL of Studewood Street to the CL of Pecore Street, the POB.

The proposed attendance boundary for James Ketelsen ES is indicated below.

The POB being the intersection of the CL of Fulton Street and Booth Street; west along the CL of Booth Street, including addresses along both sides of Booth Street, to the terminus of Booth Street; west along an imaginary line to the CL of Little White Oak Bayou; southwest along the CL of Little White Oak Bayou with

all its meanders to a point north of the north terminus of Glen Park Street; southwest along an imaginary line to the CL of the north terminus of Glen Park Street; southwest along Glen Park Street, excluding addresses along both sides of Glen Park Street, to the intersection of the CL of North Main Street and the CL of North Street; southwest along the CL of North Street, excluding addresses along both sides of North Street, to the CL of Interstate 45 (North Freeway); south along the CL of Interstate 45 to the CL of Interstate 10 (East Freeway); west along the CL of Interstate 10 to the CL of North Main Street; north then northwest along the CL of North Main Street to the CL of Brooks Street; northeast along the CL of Brooks Street to the CL of Freeman Street; northwest along the CL of Freeman Street to the CL of Pinckney Street; northeast along the CL of Pinckney Street to the CL of Common Street; northwest along the CL of Common Street to the CL of Paschall Street; east along the CL of Paschall Street to the CL of Cochran Street; north along the CL of Cochran Street to the CL of Luzon Street; west along the CL of Luzon Street to the CL of the intersection of the CL of Fulton Street and Booth Street, the POB.

Maps of the current and proposed attendance boundaries are attached.

COST/FUNDING SOURCE(S): None

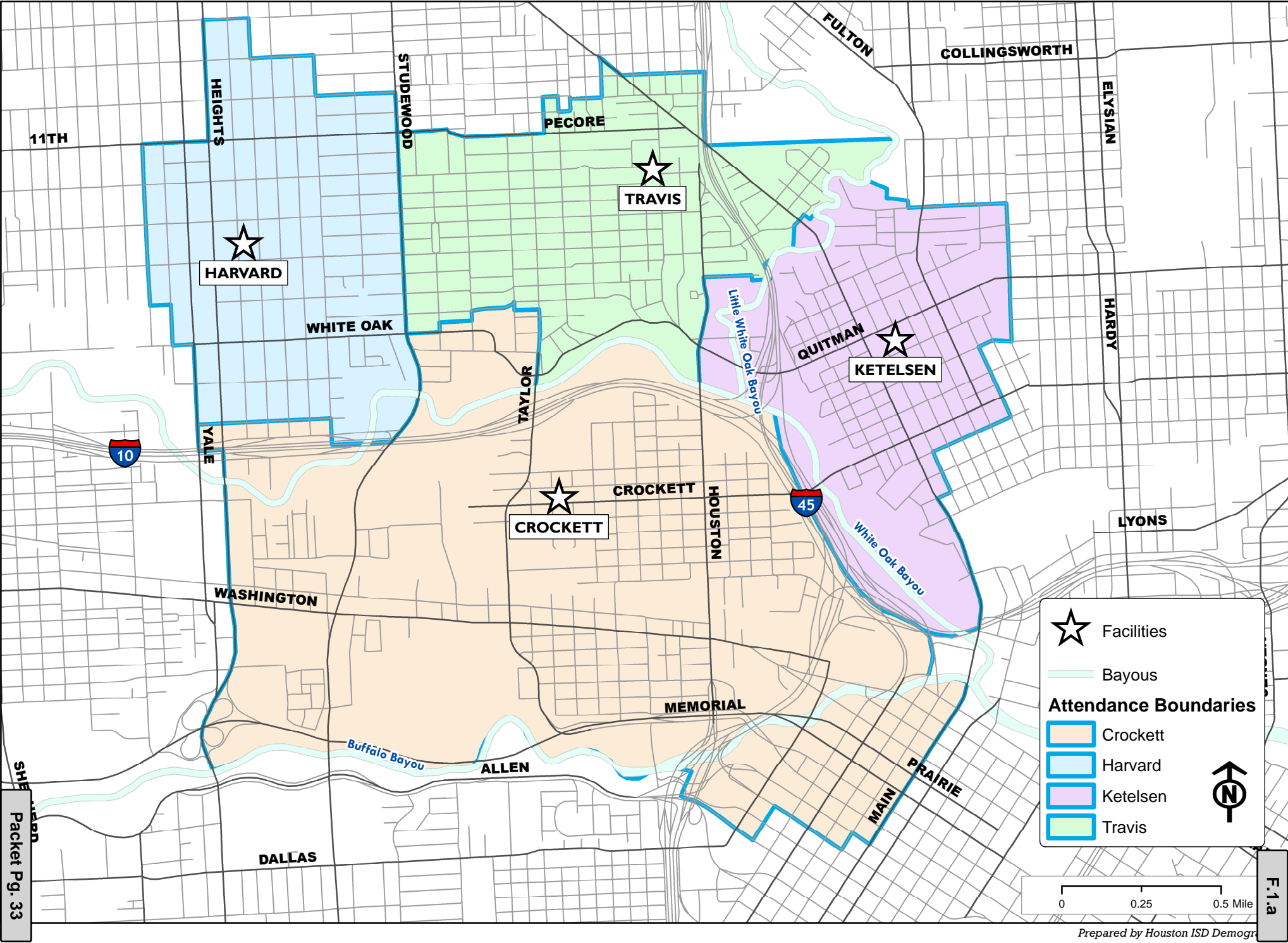
STAFFING IMPLICATIONS: None

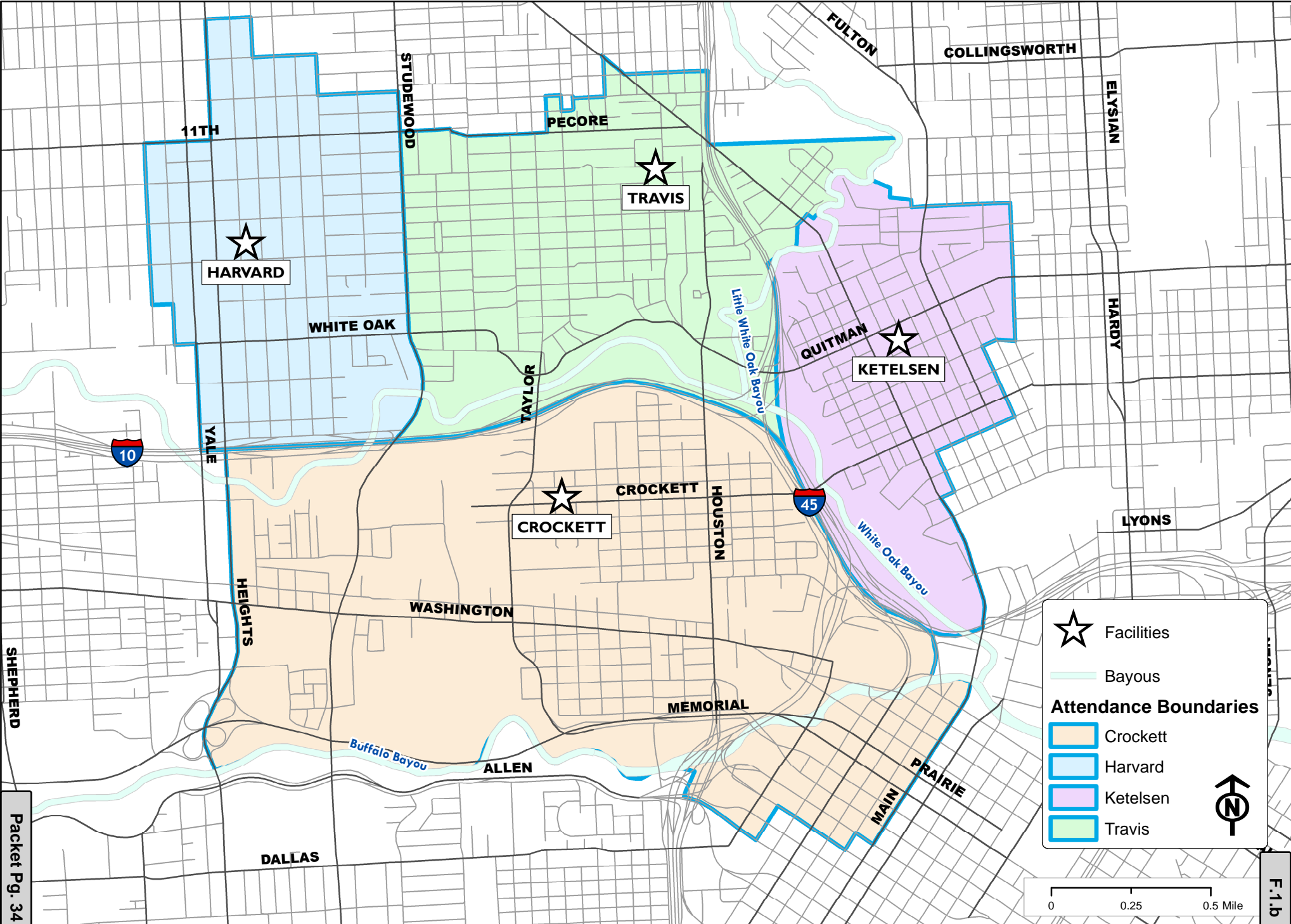
ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement, Goal 4: Increase Management Effectiveness and Efficiency, and Goal 5: Improve Public Support and Confidence in Schools, and is aligned to Core Initiative 4: Data-Driven Accountability and Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves adjustments to the attendance boundaries for David Crockett ES, Harvard ES, William B. Travis ES, and James Ketelsen ES, effective December 11, 2015.





Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: AUTHORITY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TEACHING STRATEGIES, INC. DOING BUSINESS AS SAFE AND CIVIL SCHOOLS

This agenda item seeks approval from the Houston Independent School District (HISD) Board of Education for the superintendent of schools or a designee to negotiate and execute an agreement with Teaching Strategies, Inc. doing business as (DBA) Safe and Civil Schools, a professional service provider that provides programs and staff development services tailored to K–12 educators in improving school climate and behavior. This is in response to schools' request for additional support in managing students' behavior.

Safe and Civil Schools will provide comprehensive training and on-site coaching and support to participating schools that will guide them through the process of designing a proactive and positive schoolwide behavior support plan. This will strengthen staff coordination, consistency and collegiality resulting in improvement in school climate and safety and therefore an environment conducive to learning. Each cohort will consist of 15 schools. The process for participating schools will start in the spring of 2016 and will take 18 months.

In addition, Safe and Civil Schools will provide trainers to deliver professional development sessions to teachers, administrators, and their support staff in grades kindergarten through 12. Participants will gain understanding of Safe and Civil Schools' framework for effective classroom and behavior management. These training sessions are designed to help teachers manage student behavior more positively with the end result of engaging them in the learning process. These sessions will be offered in the summer of 2016. The goal is to train 30 to 40 schools.

Finally, Safe and Civil Schools will provide training to the transportation department that will guide them in creating and maintaining a safe, responsible, and positive school bus climate using principles and techniques that are aligned to those used at the schools.

COST/FUNDING SOURCE(S): The total cost for this service will not exceed \$525,000 and will be funded by:
GF1-13-6299-698-99-059-137
GF1-21-6299-617-99-001-999 and
GF1-34-6491-880-99-999-999.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and Goal 6: Create a Positive District Culture, and is aligned to Core Initiative 1: Effective Teacher in Every Classroom.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education authorizes the superintendent of schools or a designee to negotiate and execute an agreement with Teaching Strategies, Inc. DBA Safe and Civil Schools, effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Human Resources
Gloria Cavazos, Chief Human Resources Officer

SUBJECT: CONSIDERATION AND APPROVAL OF A VOLUNTARY EARLY NOTIFICATION PROGRAM FOR TEACHERS AND CAMPUS LEADERSHIP

Since school year 2010–2011, the administration with Board of Education approval has offered a voluntary Early Notification Program (ENP). The purpose of the ENP is to encourage teachers and school-based administrators to submit early notification to the Houston Independent School District (HISD) of their plans to voluntarily resign or retire at the end of their duty schedules. In exchange, these employees will receive a payment, based on their continuous years of service, for that early notification. This program has been successful in identifying vacancies early and providing principals the opportunity to recruit and staff accordingly. The model provides differentiated payment based on years of continuous service with HISD.

Although participation in the ENP has been significant, the district continues to receive the majority of teacher resignations in May and June. The administration proposes continuation of the program to solicit resignations throughout the year by offering two windows of opportunity. The amount of the payment offered will encourage decisions as early as possible.

1. From December 14, 2015 – January 20, 2016:

Continuous Years of Service	Notification Incentive
Fewer than 4	\$1,250
4–10	\$2,000
11–15	\$3,000
16–20	\$4,000
21+	\$5,000

2. From March 7 – March 25, 2016:

- All participants would receive \$500

Continuation of the ENP will enable Human Resources and principals to better plan, forecast, and adjust staffing needs in critical shortage areas for the 2016–2017 school year. Participation will be limited to fulltime employees who are classroom teachers in eligible job titles, librarians, counselors, magnet coordinators, principals, deans of students, deans of instruction, and assistant principals who voluntarily resign or retire effective the end of the 2015–2016 instructional year.

COST/FUNDING SOURCE(S): Not to exceed \$2,000,000 from the General Fund/Fund Balance (teacher payments).

Not to exceed \$500,000 from the General Fund/Fund Balance (leadership payments).

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and Goal 4: Increase Management Effectiveness and Efficiency, and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves a voluntary ENP, effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Human Resources
Gloria Cavazos, Chief Human Resources Officer

**SUBJECT: CONSIDERATION AND APPROVAL OF THE TEACH FORWARD
HOUSTON INITIATIVE PROGRAM**

This agenda item is to request approval from the Houston Independent School District (HISD) Board of Education authorizing the superintendent of schools or a designee to negotiate and execute a contract as part of the Teach Forward Houston Initiative (TFH), partnering with the University of Houston (UH). This program provides a bachelor's degree in education to targeted HISD students who graduate in the top 15 percent of their class (with a special focus on recruiting bilingual students) for matriculation at UH's College of Education (UH-COE), and who, upon graduation from UH-COE, will return to teach at HISD schools, especially high-need schools, as certified, highly qualified, professional teachers.

The initial term of this contract shall be from December 10, 2015 through June 30, 2017 with the option to renew the contract annually by written mutual agreement between HISD and UH and the allocation of appropriated funds by their respective boards. The funding for Fiscal Year (FY) 2016 and FY 2017 in the amount of one million dollars will support student supplemental tuition and program costs to UH-COE.

UH and HISD have also been approved for funding for this initiative through the Bill and Melinda Gates Foundation and the U.S. PREP agreement, which seeks to create classroom-ready teachers and advance learning and innovation in teacher preparation through technical support, design-based research, and transparent use of data.

UH and HISD have already approved a data-sharing agreement to support efforts to recruit top HISD students to UH-COE.

Targeted Recruitment

UH will conduct targeted recruitment of HISD students in the top 15 percent of each HISD high-school class for admission into the TFH teacher preparation program, selecting up to 100 candidates for program participation. Selected students must meet established criteria for UH admission and must be accepted to UH prior to notice of TFH acceptance.

Program and Curriculum

This curriculum will support the district's needs as determined by HISD and TFH. TFH will recruit, select, and train highly effective mentor teachers to implement a co-teaching model with the TFH students during their placement in HISD schools. TFH partners will

also collaborate with HISD faculty members assigned to these cohorts to provide professional development that is aligned to support the TFH students with enrichment activities, such as academic core support, cohort team-building activities, guest lectures and presentations, events at HISD schools, and community service projects.

Evaluation

TFH partners will establish clear and concise program-level outcome measures to include progress benchmarks, observation protocols, attitudinal measurement, and evaluation of post-graduation effectiveness.

Student Commitment

Students in the program will complete student teaching at HISD schools and participate in ongoing professional development coordinated through TFH partners. In consideration for the payment of tuition and additional program supports, and as a benefit to HISD, students who complete the program commit to employment in HISD for up to four years after completing the teacher preparation program.

COST/FUNDING SOURCE(S): Not to exceed \$1,000,000 from the General Fund/Fund Balance.

STAFFING IMPLICATIONS: One position

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement, and is aligned to Core Initiative 1: An Effective Teacher in Every Classroom.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education authorizes the superintendent of schools or a designee to negotiate and execute contracts with the University of Houston to “implement the UH/HISD Teach Forward Initiative” ~~a contract with UH as part of the TFH Initiative for a bachelor’s degree in education offered to targeted HISD students,~~ effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Business Operations
Lenny Schad, Chief Technology Officer

**SUBJECT: RATIFICATION OF EMERGENCY PURCHASES AND REPAIRS AT
VARIOUS CAMPUSES PURSUANT TO BOARD POLICY CH(LOCAL):
PURCHASING AND ACQUISITION**

Pursuant to Houston Independent School District (HISD) Board Policy CH(LOCAL): Purchasing and Acquisition, it is requested that the HISD Board of Education ratifies the cost of emergency purchases and repairs at various HISD campuses. A list is attached.

CLB6(REGULATION) defines an emergency as:

“A serious and obvious threat to a student's or employee's health, welfare, or safety; [and] A serious and obvious threat to the operation of...HISD...schools or facilities in executing the District's legal responsibilities to the public and for the persons or property in its legal area, custody, or control.”

The emergencies necessitating the purchases and repairs meet the criteria set forth in CLB6(REGULATION); therefore, ratification by the HISD Board of Education is requested.

COST/FUNDING SOURCE(S): The total cost shall not exceed \$979,300 and shall be funded by Pay-As-You-Go funds and departmental budgets.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and aligns to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education ratifies the cost of emergency purchases and repairs at various campuses pursuant to Board Policy CH(LOCAL), effective December 11, 2015.

EMERGENCY PURCHASE REQUESTS

FACILITY LOCATION	DATE	VENDOR	AMOUNT	SCOPE
Ashford Elementary School (ES)	8/24/15	Carrier Rental	1,383.32	Spot cooler rental
Ashmore Field	10/12/15	Ohms Electric	11,234.38	Repair field and security lights; lighting was inadequate to ensure safety
Ross ES	3/25/15	Carrier Rental	6,825.00	Spot cooler rental
	4/27/15	Carrier Rental	6,825.00	Spot cooler rental
	6/17/15	Carrier Rental	2,275.00	Spot cooler rental
Bond Office	8/24/15	Carrier Rental	1,800.00	Spot cooler rental
	9/16/15	Carrier Rental	1,500.00	Spot cooler rental
	10/28/15	Carrier Rental	1,500.00	Spot cooler rental
Burrus ES	9/29/15	Carrier Rental	1,050.00	Spot cooler rental
	10/14/15	Carrier Rental	750.00	Spot cooler rental
Carnegie Vanguard High School (HS)	8/23/15	Carrier Rental	13,058.18	Spot cooler rental
	9/16/15	Carrier Rental	5,550.00	Spot cooler rental
Chatham ES	9/29/15	Carrier Rental	950.00	Spot cooler rental
Davis HS	4/24/15	Carrier Rental	11,221.25	Temporary AC unit rentals for Auditorium
	5/27/15	Carrier Rental	11,794.71	Temporary AC unit rentals for Auditorium
	6/19/15	Carrier Rental	11,085.29	Temporary AC unit rentals for Auditorium
	7/21/15	Carrier Rental	3,243.48	Temporary AC unit rentals for Auditorium
Delmar Stadium	10/7/15	Ohms Electric	17,321.50	Repair field lights; lighting was inadequate to ensure safety
	10/7/15	Ohms Electric	34,652.73	Repair field lights; lighting was inadequate to ensure safety
Durham ES	10/28/15	Carrier Rental	1,058.33	Spot cooler rental
Dyer Stadium	10/7/15	Ohms Electric	31,565.10	Repair field lights; lighting was inadequate to ensure safety
	10/12/2015	Ohms Electric	12,255.38	Repair field lights; lighting was inadequate to ensure safety
Elrod ES	10/12/15	Jamail & Smith Construction	17,850.16	Repair to exterior wall damaged by delivery truck
Forest Brook Middle School (MS)	9/17/15	Carrier Rental	1,050.00	Spot cooler rental
	10/14/15	Carrier Rental	750.00	Spot cooler rental
	10/28/15	Carrier Rental	750.00	Spot cooler rental
Hamilton MS	10/3/15	AMS	330,365.19	Unresolved poor indoor air quality; students' health at risk
Highland Heights ES	7/17/15	Carrier Rental	4,983.06	Air cooled chiller rental
	8/5/15	Carrier Rental	4,983.06	Air cooled chiller rental
	9/8/15	Carrier Rental	5,424.06	Air cooled chiller rental
	9/22/15	Carrier Rental	2,478.02	Air cooled chiller rental
Holland MS	10/28/15	Carrier Rental	3,225.00	Spot cooler rental
Jefferson ES	8/25/15	Carrier Rental	625.00	Spot cooler rental

Kashmere HS	11/2/15	Southwest Wholesale LLC	274,406.20	Flooding corrections and adjustments
	6/19/15	Carrier Rental	7,331.49	Air conditioner and dehumidifier rental
	7/17/15	Carrier Rental	7,331.49	Air conditioner and dehumidifier rental
	8/14/15	Carrier Rental	7,331.49	Air conditioner and dehumidifier rental
	9/16/15	Carrier Rental	7,331.49	Air conditioner and dehumidifier rental
	10/13/15	Carrier Rental	7,331.49	Air conditioner and dehumidifier rental
	11/13/15	Carrier Rental	9,128.49	Air conditioner and dehumidifier rental
	12/18/15	Carrier Rental	9,128.49	Air conditioner and dehumidifier rental
Lamar HS	9/28/15	Carrier Rental	14,920.10	Water cooled chiller rental
	10/28/15	Carrier Rental	12,882.60	Water cooled chiller rental
	11/28/15	Carrier Rental	12,632.60	Water cooled chiller rental
	12/28/15	Carrier Rental	14,258.60	Water cooled chiller rental
Moreno ES	6/19/15	Carrier Rental	5,311.92	Air cooled chiller rental
	7/17/15	Carrier Rental	5,311.92	Air cooled chiller rental
	8/5/15	Carrier Rental	5,311.92	Air cooled chiller rental
	9/8/15	Carrier Rental	5,311.92	Air cooled chiller rental
	9/22/15	Carrier Rental	2,514.64	Air cooled chiller rental
	8/24/15	Carrier Rental	2,645.69	500gpm pump rental
	9/8/15	Carrier Rental	1,093.19	500gpm pump rental
	9/29/15	Carrier Rental	1,093.19	500gpm pump rental
	10/12/15	Carrier Rental	842.00	500gpm pump rental
Scarborough ES	9/29/15	Carrier Rental	1,800.00	Spot cooler rental
	10/28/15	Carrier Rental	1,500.00	Spot cooler rental
Sherman ES	10/28/15	Carrier Rental	1,166.66	Spot cooler rental
TOTAL			979,299.78	

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Business Operations
Lenny Schad, Chief Technology Officer

SUBJECT: AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND A CONTRACT WITH IKLO CONSTRUCTION FOR THE RECONSTRUCTION OF THE SPARK PARK AT E. A. “SQUATTY” LYONS ELEMENTARY SCHOOL

The Houston Independent School District (HISD) entered into an agreement with the City of Houston (City) and SPARK, a Texas nonprofit corporation formed in 1983, to develop public school grounds into neighborhood parks. The first interlocal agreement was executed on March 18, 1986. A second ten-year SPARK agreement was executed on May 24, 2006, to formally continue the program. When new schools are identified to receive a SPARK Park, the SPARK program amends the agreement to include those schools that are to receive federal funding for the development of a SPARK Park.

Since 2006, subsequent amendments to the second agreement by the City, SPARK, and HISD have resulted in the following changes:

Contract Amendment	Amendment Date	Agreement Extended Until	Increased Funding Amount
First	April 9, 2007	June 30, 2008	\$394,241
Second	March 17, 2008	June 30, 2009	\$200,000
Third	April 9, 2009	December 30, 2009	\$190,000
Fourth	May 20, 2010	December 31, 2010	\$200,000
Fifth	October 13, 2010	June 30, 2011	\$65,000
Sixth	May 17, 2011	December 31, 2011	\$275,000
Seventh	July 2, 2012	June 30, 2013	\$175,000
Eighth	July 1, 2013	December 31, 2014	\$301,500
Ninth	February 24, 2015	April 17, 2016	\$275,000

The SPARK program combines the resources of the Department of Housing and Community Development, HISD, Harris County, the private sector, neighborhood groups, Parent-Teacher Association/Parent-Teacher Organization (PTA/PTO) groups, and concerned citizens.

Each year the SPARK program selects schools around the Houston area to receive a new SPARK Park or a “re-SPARK” improvement of an existing SPARK Park. E. A. “Squatty” Lyons Elementary School (ES) was selected as one of the schools to receive a re-SPARK.

The project was advertised on August 29 and September 5, 2015. Bids were received from the companies listed below on September 29, 2015:

- DP Topco, LLC
- Housing & Land Development d.b.a. IKLO Construction
- McKenna Contracting

After evaluation in accordance with the procedures approved by the HISD Board of Education, IKLO Construction was determined to be the highest-ranked best-value proposer. Therefore, it is recommended this contractor be awarded a contract for the reconstruction of the SPARK Park at Lyons ES.

The work to be performed on the SPARK Park at Lyons ES includes, but is not limited to, resurfacing an existing decomposed granite trail with concrete; adding a concrete pad for an accessible picnic table; and adding an exercise station, new play equipment, and new fence and gates.

It is recommended that the HISD Board of Education authorize the superintendent of schools or a designee to negotiate, execute, and amend contracts necessary for the reconstruction of the SPARK Park at Lyons ES.

Successful Bidder	Not to Exceed Contract Amount	Change Order Allowance	Total Budget	Estimated Calendar Days	M/WBE Participation
IKLO Construction	\$110,000	\$3,500	\$113,500	120	20.5%

COST/ FUNDING SOURCE(S):

The cost of this project is not to exceed \$113,500 and will be funded by allocations shown below:

(\$5,000 GF1 51-6299 890-99-008-999 – HISD
\$98,500 GF1 00-1290 – Community Development Funds
\$5,000 GF1 00-1290 – City of Houston SPARK Program
\$5,000 GF1 00-2148 – Lyons ES).

STAFFING IMPLICATIONS:

None

ORGANIZATIONAL GOALS/IMPACT:

This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education authorizes the superintendent of schools or a designee to negotiate, execute, and amend a contract with IKLO Construction for the reconstruction of the SPARK Park at E. A. "Squatty" Lyons Elementary School, effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Business Operations
Lenny Schad, Chief Technology Officer

SUBJECT: APPROVAL TO ESTABLISH BUDGETS AND AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND ALL NECESSARY CONTRACTS RELATED TO CAPITAL IMPROVEMENTS AT BOOKER T. WASHINGTON HIGH SCHOOL

At its August 27, 2009, meeting, the Houston Independent School District (HISD) Board of Education approved \$13.5 million to be allocated to additional facility projects in each of the nine trustee districts, for a total of \$121.5 million. Since that time, the HISD Board of Education has approved various projects throughout the district, many of which are being finalized or are completed, resulting in cost savings that can now be allocated to address other needs in the district.

Trustee Rhonda Skillern-Jones is requesting that a budget allocation of \$16,885 be provided for capital-related improvements at the school noted below.

School	Scope of Work	Budget
Booker T. Washington High School	Landscape/irrigation work and other capital-related improvements as needed	\$16,885
Total		\$16,885

COST/FUNDING SOURCE(S): The cost will not exceed \$16,885 and will be funded by the District II trustee allocation.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 3: Provide a Safe Environment, and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves budget realignments in order to establish a project budget not to exceed \$16,885 from Trustee District II allocations and authorizes the superintendent of schools or a designee to negotiate, execute, and amend contracts necessary to implement capital-related improvements at Booker T. Washington High School, effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Business Operations
Lenny Schad, Chief Technology Officer

**SUBJECT: APPROVAL TO AMEND AND INCREASE THE DESIGN CONTRACT
FOR JEFFERSON DAVIS HIGH SCHOOL**

The Houston Independent School District (HISD) 2012 Bond election approved the design and construction of Jefferson Davis High School (HS). On May 16, 2013, the HISD Board of Education approved the award of a design contract for Davis HS to Bay-IBI Group Architects.

On January 18, 2013, the HISD Board of Education approved the purchase of properties to expand the Davis HS site for public-school purpose use, namely, for additional grounds for appurtenances or additions thereto.

The scope of work to be performed on the expanded property west of Davis HS includes, but is not limited to, architectural and engineering services for the preparation of a competitive sealed proposal for the abatement, demolition, and removal of all HISD-acquired properties.

Furthermore, it has been determined that the purchased property will require additional architectural and engineering services to design, document, and permit plans to meet the regulatory requirements of the City of Houston for the abandonment and rerouting of existing 8-foot sanitary lines and 6-foot water lines on Tackaberry Street.

COST/FUNDING SOURCE(S): There will be no increase to the overall project budget. The cost for this request is \$54,850 and will be funded by the current design contingency.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education authorizes the superintendent of schools or a designee to amend and increase the design contract in the amount of \$54,850 for Jefferson Davis HS, effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Finance
Kenneth Huewitt, Deputy Superintendent and Chief Financial Officer

SUBJECT: APPROVAL OF VENDOR AWARDS FOR PURCHASES OVER \$100,000 AND RATIFICATION OF VENDOR AWARDS FOR PURCHASES UNDER \$100,000

The purpose of this item is to authorize vendor awards for purchases over \$100,000 and ratify vendor awards for purchases under \$100,000. Pursuant to Board of Education policy, contracts for purchases over \$100,000 are submitted to the Houston Independent School District (HISD) Board of Education for approval prior to the issuance of purchase orders and/or agreement letters. Procurement Services, authorized by board policy, enters into purchase agreements for bid projects less than \$100,000, subject to ratification by the Board of Education.

When determining the successful bidder, consideration is given to the quality of the articles supplied, conformity with developed specifications, suitability to the requirements of the educational system, and delivery terms. All advertised bids are in compliance with minority- and woman-owned business enterprise procedures. All contracts are negotiated and executed with the supplier(s) providing the best overall value for the district.

The attachment reflects the names of successful bidders, the budgets to be charged, and a description of the items to be purchased. A copy of each tabulation is on file in Board Services.

COST/FUNDING SOURCE(S): Funds for these recommended actions will be necessary only one time.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports all six goals and is aligned to all five core initiatives of the district.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves vendor awards for purchases over \$100,000 and ratifies vendor awards for purchases under \$100,000, effective December 11, 2015.

APPROVAL OF PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
15-08-21	RFP / Rental Space for Meetings, Conferences, Events, & Banquets	A-100% NP-0%		29	7	H	BlazinBrooks Management		
						H	Lilly Grove Missionary Baptist Church		
		B-20%				H	Pyramid Community Development Corp dba The Power Center		
		A-100%				H	RAC Conference Center, Inc.		
		C-D				H	SMG NRG Park		
		NP-0%				H	The Kingdom Builder Center		
								Not To Exceed \$5,070,000	Various School and/or Department Budgets

The purpose of this contract is to obtain rental space beginning December 11, 2015 through December 10, 2016 and for an additional two annual renewal periods after the initial contract term. This solicitation is to purchase rental space for meetings, conferences, events, and banquets districtwide. The average annual expenditure for these services has been \$1,689,487, with last year's totaling \$732,040. Expenditures fluctuate from year to year depending on demand. The need for offsite space has increased due to the limited available space at the Hattie Mae White Educational Support Center due to special events such as SAP implementations, proms, graduations, professional development, and districtwide meetings. The projected expenditure for the three-year contract is \$5,068,461. The recommended vendors were selected by the evaluation team because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
15-09-24	RFP / Job Order Contract Universal Price Book and Technical Specifications	C-5%		38	1	OT	The Gordian Group, Inc.	Not To Exceed \$3,388,350	GF1-51-6299-800-99-000-999 GF1-51-6299-801-99-000-999 GF1-51-6299-801-99-102-999 GF1-51-6299-801-99-103-999 GF1-51-6299-801-99-104-999 GF1-51-6299-801-99-200-999 GF1-51-6299-801-99-202-999 GF1-51-6299-801-99-203-999 GF1-51-6299-801-99-204-999 GF1-51-6299-801-99-401-999 GF1-51-6299-801-99-500-999 GF1-51-6299-801-99-600-999 GF1-51-6299-801-99-601-999 GF1-51-6299-801-99-602-999 GF1-51-6299-801-99-604-999 GF1-51-6299-801-99-702-999 GF1-51-6299-801-99-802-999 GF1-51-6299-801-99-803-999 GF1-51-6299-801-99-805-999 GF1-51-6299-801-99-911-999 GF1-51-6299-801-99-921-999 GF1-51-6299-803-99-000-999

The purpose of this contract is to obtain materials and services beginning December 11, 2015 through December 10, 2016 and for an additional four annual renewal periods after the initial contract term. This solicitation is for a Job Order Contract Universal Price Book and Technical Specifications along with related support. Awarding this contract will enable HISD to solicit Job Order Contractors via public bids to perform maintenance, repair, alterations, renovation, remediation, and minor construction of public buildings and facilities throughout HISD as required by Texas Government Code 2269. The projected annual cost for this contract for this project is a percentage of the actual job order expenditure annually which is an average of \$9,681,000. The average percentage cost for the Universal Price Book with related support is estimated to be about 7% during the new contract period for an estimated total of \$677,670 annually. This amount will only be paid if the Universal Price Book and related support are utilized. Estimated cost for the length of the contract is \$3,388,350. The vendor recommended for approval is The Gordian Group, Inc., and this firm was selected by the evaluation team because they represent the best overall value for the district. HISD can select from three service price options that are the best suited for work to be performed. These options will be utilized on a job-by job basis. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
15-07-02	RFP / Awards, Trophies, and Promotional Items	A-100%		127	21	H	ALJUCAR, LLC dba Car Flag Lady		
		A-100%				H	Allprint & Office Supply, Inc.		
		A-100%				H	Amazing Awards, Inc.		
		C-D				T	BSN Sports, LLC		
		C-D				H	Buffalo Specialties, Inc.		
		A-100%				H	Butler Business Products, LLC		
		A-100%				H	Digi-Color LP		
		C-1%				O	MTM Recognition Corporation		
		A-100%				H	SimpleTech Solutions		
								Not To Exceed \$3,400,000	Various School and/or Department Budgets

The purpose of this contract is to obtain awards, trophies, and promotional Items for the district beginning December 11, 2015 through December 10, 2016 and for an additional two annual renewal periods after the initial contract term. . The average historical expenditure for these products and services has been \$718,624, with last year's totaling \$1,121,135, which includes pro-card expenditures. The projected expenditure for the length of the three-year contract is \$3,400,000. The vendors were selected by the evaluation team because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
15-08-35	RFP / Armored Car Services	C-D		7	1	O	Dunbar Armored, Inc.	Not To Exceed \$1,800,000	FD1-35-6299-791-99-977-977 GF1-36-6299-910-99-930-930
<p>The purpose of this contract is to request approval beginning January 15, 2016 through January 14, 2017, and an additional four annual renewal periods after the initial contract term. The purpose of this contract is to provide armored car services for banking deposits for Nutrition Services, athletic stadiums, the Hattie Mae White Educational Support Center, and school activities funds throughout the district. The average annual expenditure for the last three fiscal years has been \$331,314. Nutrition Services estimates an annual expenditure of \$356,279 with a total of \$1,781,395 for the new contract periods. The increase in expenditures for the upcoming contract term is due to value-added services of online monetary change services which are expected to increase throughout the life cycle of this contract. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL).</p>									
15-08-40	RFP / Chemical Dispensers and Related Items	B-20%		3	2	T	Pollock Paper Distributors	Not To Exceed \$790,000	FD1-1322-791-99-977-977 Various School and/or Department Budgets
<p>The purpose of this contract is to obtain materials beginning December 11, 2015 through December 10, 2016 and for an additional four annual renewal periods after the initial contract term. This solicitation is to obtain chemical dispensers and related items for Nutrition Services and various other departments as needed. Average historical expenditures for these services has been \$157,549. Projected expenditures for the length of the contract is \$790,000. The recommended vendor was selected by the evaluation team because they represent the best overall value for the District. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL)..</p>									

APPROVAL OF PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
15-09-01	RFP / Paint & Painting Supplies	C-D C-D		9	2	OT OT	PPG Architectural Finishes, Inc. The Sherwin-Williams Company	Not To Exceed \$600,000	Various School and/or Department Budgets GF1-00-1311 GF1-51-6319-801-99-104-999 GF1-51-6319-801-99-204-999 GF1-51-6319-801-99-000-999 GF1-51-6319-800-99-000-999 GF1-51-6319-803-99-000-999

The purpose of this contract is to obtain materials and services from December 11, 2015, through December 10, 2016, and for an additional two annual renewal periods after the initial contract term. This solicitation is to obtain a catalog percentage discount off paint and paint coatings, painting supplies, and tools. The average annual expenditure for the last three fiscal years has been \$147,769. The total for fiscal year 2015 was \$181,560. The not-to-exceed amount for the three years of the project is \$600,000. These products can be sourced districtwide. However, the primary user departments are Construction and Facilities Services (CFS) and the Central Warehouse Inventory Control. The recommended suppliers were selected because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL).

15-06-10	RFP / Repair of Refrigeration Vehicles	A-100% C-1%		5	3	H H	Reefer Service, Inc. W&B Service Company	Not To Exceed \$200,000	FD1-35-6249-792-99-976-976
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The purpose of this contract is to obtain materials and services from December 11, 2015 through December 10, 2016 and for an additional two annual renewal periods after the initial contract term. This solicitation is to cover the need for refrigeration truck unit repair, parts, preventive maintenance (PM), and replacement as needed. The contract will cover the repair of refrigeration and dry storage truck-mounted boxes and lift gates. The average historical expenditure for these services has been \$38,726 over the last three years, with last year's totaling \$16,927. As the fleet ages, these refrigeration repair vehicles are going to need continued service in the future and with a growing fleet these costs will likely increase. The projected expenditures for the length of contract is \$200,000. The recommended vendors were selected by the evaluation team because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>BIDS/RFP'S ISSUED</u>	<u>BIDS REC'D</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
15-10-11	RFP / Race to the Top Grant Evaluator	NP-0%		5	5	0	Community Training and Assistance Center (CTAC)	Not To Exceed \$125,000	SR1-61-6299-647-99-RC3-RC3

The purpose of this contract is to obtain services beginning January 1, 2016 through December 31, 2016 and for an additional two annual renewal periods after the initial contract term. Houston Independent School District (HISD) received \$30,000,000 from the USDE for the Race To The Top-District (RTT-D) grant. The RTT-D grant allows for an external evaluator to evaluate the progress toward U.S. Department of Education grant goals and provides ongoing consultation to the project team. The grant evaluator was previously awarded on Project # 15-06-16; evaluator did not meet the needs of the districts so the contract was not renewed. The average historical expenditure for this service was \$125,000; the projected expenditure for the length of contract is \$375,000 depending on the approval of the grant for the following year. The vendor recommended for approval was selected by the evaluation team because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF COOPERATIVE PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
DIR 15-08-03-02	AV Services and Interactive Boards (Budget Increase)					H	MCA Communications	Not To Exceed \$1,250,000	Various School and/or Department Budgets

The purpose of this contract is to obtain services and materials for Co-op 15-08-03-02 with term August 14, 2015 through August 13, 2016. This cooperative is to furnish audiovisual services (AV) and Interactive Boards for various schools and departments (category codes 180-001 and 180-002). The average historical expenditure for these services is \$110,332 per month with 2016 totaling \$496,451 (4.5 months). The recent increase in expenditure within the schools is due to additional AV and Interactive Board requirements. The projected expenditure for the remaining length of the contract is \$1,250,000. The suppliers were selected by the evaluation team because they represent the best overall value for the district. According to Chapter 44 and Chapter 791 of the Texas Education Code and the district purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL), HISD is able to enter into an Interlocal contract with the Texas Department of Information Resources (DIR).

TPASS 15-11-10-10	Overnight, Second-Day, and Ground Delivery Services					O T	FedEx Lone Star Holdings, L.L.C. dba Lone Star Overnight	Not To Exceed \$250,000	Various School and/or Department Budgets
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The purpose of this contract is to obtain services beginning December 11, 2015 through August 31, 2016 and for an additional two annual renewal periods after the initial contract term. This solicitation from the Texas Procurement and Support Services (TPASS) cooperative is to obtain courier delivery services. The average historical expenditure for these services has been \$63,861 with last year's totaling \$82,522. The projected expenditure for the contract is \$250,000. Both of the suppliers are awarded under TPASS contract #962-M1. According to Chapter 44 and Chapter 791 of the Texas Education Code and the district purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL), HISD is able to enter into an Interlocal contract with TPASS.

<u>GSA</u> <u>15-12-02-03</u>	<u>Fingerprinting Equipment</u>					<u>O</u>	<u>MorphoTrust USA, LLC</u>	<u>Not To Exceed</u> <u>\$168,000</u>	<u>GF1-41-6299-507-99-999-999</u>
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The purpose of this contract is to obtain services from December 11, 2015 through January 3, 2020. This solicitation from the Federal General Services Administration Schedule 70 (GSA) Cooperative is to obtain fingerprinting equipment for the Human Resources department. Under GSA Order ADM 4800.2H June 2013 §(6) Use of certain Federal Supply Schedules by state and local governments and as stipulated through the Federal Property and Administrative Services Act, amended Section 211 of the E-Government Act of 2002 (Pub. L. 107-347), HISD has approval to procure from the GSA Federal Supply Schedule (Schedule 70 & Schedule 84). State or local government, is defined at 40 U.S.C. § 502(c)(3). Therefore pursuant to 40 U.S.C. § 502(c), the Administrator may provide for the use by state or local governments of Schedule 70 and Schedule 84 for supplies and services available under those Federal supply schedules.

APPROVAL OF COOPERATIVE PURCHASES UNDER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
TPASS 15-11-12-10	Lease for Mail Equipment; Meters; Scales; Related Supplies					O O	Neopost USA, Inc. Pitney Bowes, Inc.	Not To Exceed \$85,000	Various School and/or Department Budgets

The purpose of this contract is to obtain supplies beginning December 11, 2015 through August 31, 2016 and for an additional one annual renewal period after the initial contract term. This solicitation from the Texas Procurement and Support Services (TPASS) cooperative is to obtain mailing equipment, such as scales and meters; and other related supplies. The average historical expenditure for these services has been \$28,674 with last year's totaling \$40,305. The projected expenditure is \$85,000. Both vendors are awarded under TPASS Contract # 985-L1. According to Chapter 44 and Chapter 791 of the Texas Education Code and the district purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL), HISD is able to enter into an Interlocal contract with TPASS..

TXMAS 15-11-11-11	Purchase and Repair of Golf Carts					T H T O T T	Conroe Golf Cars, Inc. Golf Cars of Houston Hawkins Battery & Golf Cars Luber Brothers, Inc. Mission Golf Cars Shoppa's Material Handling, L.L.C.	Not To Exceed \$75,000	Various School and/or Department Budgets
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The purpose of this contract is to obtain materials and services beginning December 11, 2015 through March 05, 2016. This solicitation from the Texas Multiple Awards Schedule (TXMAS) cooperative is for the purchase and repair of golf carts. The average historical expenditure for these services was \$45,423 with last year's totaling \$65,958. The projected expenditure is \$75,000 annually. All the vendors are on the TXMAS-5-78010 contract. According to Chapter 44 and Chapter 791 of the Texas Education Code and the district purchasing and acquisition district policies CH(LOCAL) and CH(LEGAL), HISD is able to enter into an Interlocal contract with TXMAS.

APPROVAL OF CONTRACT RENEWAL PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
13-08-08	RFP / Purchase of Janitorial & Chemical Supplies - Toilet Paper & Hand Towels	B-20% C-1%	B-20.74% C-0%		X	OT T	Buckeye International, Inc. dba Buckeye Cleaning Center-Houston Pollock Investments Incorporated dba Pollock Paper Distributors	Not To Exceed \$1,625,000	Various School and/or Department Budgets GF1-00-1311

The Board of Education approved this contract on December 11, 2014, and now the purpose is to extend the arrangement from December 11, 2015, through December 10, 2016. This solicitation is for the purchase of bath tissue and supplies: jumbo rolls and regular rolls; tissue dispensers; hand roll towels, and hand roll towel dispensers. These products are sourced districtwide. The expenditure for fiscal year 2014 was \$1,288,438, and for fiscal year 2015 was \$1,336,213. Central Warehouse Inventory Control projects a 10% growth. On December 11, 2014, the board-approved not-to-exceed amount was \$1,625,000. The recommended suppliers were selected because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the suppliers in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

14-10-11	RFP / High School Reading Screener	C-10%	C-0%	X		○	Houghton Mifflin Harcourt Publishing Company as an assignee of Scholastic, Inc.	Not To Exceed \$650,000	GF1-13-6299-627-10-101-999
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The Board of Education approved this contract on December 11, 2014 and now the purpose of this contract is to extend the arrangement from December 11, 2015 through December 12, 2016 and for an additional annual renewal period after the initial contract term. This solicitation is to implement an online universal screener for reading for high-school students. The average historical expenditure for these services has been \$325,000. The projected cost for the length of two years is \$650,000. The vendor was selected by the evaluation team because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the suppliers in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF CONTRACT RENEWAL PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
13-06-01CS	RFP / A/E Document Reproduction and Management	C-I-2.84%	C-I-1.06%		X	H	A & E The Graphics Complex, a division of Thomas Reprographics Inc		
		B-20%	B-0%			H	Ridgeway's LLC dba ARC Texas.		
		C-D	C-D			H	Triangle Reproductions, Inc.	Not To Exceed \$600,000	CP1-81-6603-XXX-99-XXX-XXX

The purpose of this contract is to obtain services from December 11, 2015, through December 10, 2016. This is the final renewal for this contract. This solicitation is to select suppliers who are able to receive documents electronically, store them, and have them available to bidders and project team members for a set period of time (not long-term—i.e., more than three years—document management/storage). The awarded vendors manage document distribution, process receipt of deposit checks during bidding, issue addenda electronically, manage documents during bidding and construction (keeping track of the latest version of each), and scan final documents to disks. The awarded vendors are acting as an electronic digital “library” for each project during construction. The successful suppliers are providing construction documentation, large format plotting, and print products and services. Average expenditure for these services for the last three years has been \$331,488, and last year’s total was \$521,655. The projected expenditure for the last year of this contract is \$600,000. All three vendors recommended for approval are incumbent vendors, and were selected by the evaluation team because they represent the best overall value for the district. The district applied the “Best Value” process in selecting the suppliers in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF CONTRACT RENEWAL PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
14-04-02	RFP / Expert Medical Op	C-D	C-D			O	Advance Medical	Not To Exceed \$570,000	IS1-33-6219-920-99-951-951

The Board of Education approved this contract on August 14, 2014. The initial term of this contract was from January 1, 2014 through December 31, 2015, with the option to renew for two one-year extensions. The purpose of this contract is to exercise the second renewal period beginning January 1, 2016 through December 31, 2016, and the remaining one-year extension. HISD has been an innovator in quality and affordable health care programs for employees for many years. This contract shall provide HISD members with expert medical opinion support for all medical conditions, including psychological and behavioral health services. The average historical expenditure for these services is \$283,207, with last year's expenditure totaling \$156,591. The projected expenditure for the length of this contract is \$570,000. The vendor recommended for approval was selected by the evaluation team because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

14-07-02	RFP / Drug and Alcohol Testing, and Employment Physicals	A-100%	A-100%	X		O	Forward Edge	Not To Exceed \$365,000	IS1-33-6219-920-99-951-951
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The Board of Education approved this contract on October 9, 2014. The initial term of this contract was from January 1, 2015 through December 31, 2015, with the option to renew for two one-year extensions. The purpose of this contract is to exercise the first renewal period from January 1, 2016 through December 31, 2016; and for the second renewal period from January 1, 2017 through December 31, 2017. This solicitation is for drug and alcohol testing, and employment physical administration to provide testing services for all eligible employees and annual bus driver physicals. The average historical expenditure for the initial year of service was \$155,813. The projected expenditure for the remaining terms of this contract is \$365,000. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF CONTRACT RENEWAL PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
12-09-01	RFP / Third-Party Claims Administration Services for Automobile, General, and Professional Liability Claims	C-I-14.45%	C-I-1.87%			OT	Broadspire	Not To Exceed \$320,000	GF1-51-6427-911-99-940-940 GF1-51-6429-911-99-940-940 FD1-35-6427-790-99-976-976 FD1-35-6429-790-99-976-976

The Board of Education approved this contract on December 12, 2012. The initial term of this contract was from January 1, 2013 through December 31, 2015, with the option to renew for two one-year extensions. The purpose of this contract is to exercise the two one-year extensions from December 31, 2015 through December 30, 2017. Average expenditure for initial term of contract for these services was \$153,000. Projected expenditure for the length of the two remaining contract periods is estimated at \$320,000. Each renewal year, the annual premium is based on the previous year's fee plus an increase based on the Consumer Price Index. The district applied the "Best Value" process in selecting the suppliers in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

12-09-06	RFP / Internet Access	C-I-5.5%	C-I-1.24%		X	H	TW Telecom (Level 3)	Not To Exceed \$245,000	GF1-51-6258-910-99-206-206
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The purpose of this contract is to extend services from December 1, 2015 through June 30, 2015. This solicitation is for internet access for the Hattie Mae White Educational Support Center, the disaster recovery center in Houston, and the disaster recovery center in Austin. The average historical expenditure for these services has been \$538,015, with last year's expenditure totaling \$546,844. The projected six-month expenditure for this contract is not to exceed \$245,000. This contract extension is to provide the supplier on project 14-12-03 additional time to implement their internet service. The vendor recommended for approval is Level 3 (formerly TW Telecom) and was selected by the evaluation team because it represents the best overall value for the district. The district applied the "Best Value" process in selecting the supplier to be awarded in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF CONTRACT RENEWAL PURCHASES OVER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
14-08-01	RFP / Vehicle Painting and Body Repair	B-20% A-100%	B-13.5% A-100%	X		H H	International Trucks of Houston S.O.S. Collision, Inc.	Not To Exceed \$150,000	GF1-34-6299-863-99-999-999 GF1-34-6299-865-99-999-999 GF1-34-6299-867-99-999-999 GF1-34-6299-869-99-999-999 GF1-51-6299-863-99-999-999 GF1-51-6299-865-99-999-999 GF1-51-6299-867-99-999-999 GF1-51-6299-869-99-999-999 GF1-51-6299-877-99-999-999

The Board of Education approved this contract on December 11, 2014 for one year with two renewal options and now the purpose of this contract is to extend the arrangement from December 11, 2015 through December 10, 2017. This solicitation is to cover the purchase of bus / vehicle painting and body repair. The average historical expenditure for these services has been \$49,736. The estimated expenditure for this year from the end user department is \$75,000 which should be reached by end of the 2016 fiscal school year. The increased cost is due to the purchase of new buses which will need painting and an aging fleet which will need body repairs. The projected expenditures for the length of the two-year contract is \$150,000. The vendors were selected by the evaluation team because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the suppliers in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

13-10-05	RFP /Purchase of Rebuilt Transmissions	C-1-0.03%	C-1-2.05%		X	H	Jasper Engines and Transmissions	Not To Exceed \$140,000	GF1-00-1311
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The Board of Education approved this project on December 12, 2013 for one year with the option to renew for two one-year extensions. The purpose of this contract is to exercise the final one-year option from December 10, 2015 through December 9, 2016. This solicitation is to purchase rebuilt transmissions which will save the district from purchasing new transmissions. The average historical expenditure for these services has been \$38,073 over the last three years. The total expenditure from July 2015 until December 2015 is \$68,908. The projected expenditures on this project from December 2015 to December 2016 is \$140,000. The vendor recommended for approval is Jasper Engines & Transmissions and was selected by the evaluation team because the company represents the best overall value for the district. The district applied the "Best Value" process in selecting the suppliers in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

APPROVAL OF CONTRACT RENEWAL PURCHASES UNDER \$100,000

RECOMMENDED AWARD FOR DECEMBER 10, 2015, BOARD AGENDA

<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>*M/WBE COMMIT</u>	<u>M/WBE ACTUAL</u>	<u>YEAR 2 OF 3</u>	<u>YEAR 3 OF 3</u>	<u>** LOC</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>	<u>BUDGET CHARGE</u>
Contract ID 16724	Contract ID 16724 Central Care Nearsite Medical Clinic (90 day extension)	NP-0%	Compliant			H	Central Care Community Health Center	Not To Exceed \$90,000	IS1-33-6219 920-99-951-951

The purpose of this contract is to obtain services from January 1, 2016 through March 31, 2016 and for a 90 day extension after the initial contract term. This solicitation is to provide medical services for those HISD employees earning \$25,000 or less who subscribe to Select Plan healthcare services. There are approximately 3000 employees currently utilizing the Select Plan which provides a reduction in deductibles and out-of-pocket expenses. The average historical expenditure for these services has been \$351,347, with last year's totaling \$322,440. The projected expenditure for the length of the 90 day contract extension is \$87,836. The vendor was selected by the evaluation team because they represent the best overall value for the district. The district applied the "Best Value" process in selecting the supplier in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

14-08-06	RFP / Laboratory Testing	A - 100 %	A - 100 %	X		T	Food Safety Net Services	Not To Exceed \$75,000	IS1-33-6219 920-99-951-951
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The Board of Education approved this contract on January 15, 2015 and now the purpose of this contract is to extend the arrangement from January 15, 2016 through January 14, 2017 and for an additional one renewal period after the initial contract term. This solicitation is to provide laboratory testing services for surface swabs, raw product samples, and finished products as part of the safe operation of the Nutrition Services food production center. The average historical expenditure for these services has been \$27,026. The projected expenditure for the length of the two-year contract period is estimated at \$75,000. The district applied the "Best Value" process in selecting the supplier in accordance with Chapter 44 of the Texas Education Code and the district purchasing and acquisition policies CH(LOCAL) and CH(LEGAL).

Code Legend**M/WBE - Minority and Women Business Enterprises Percentage Notations**

Option A - Certified M/WBE firm; Percentages greater than 100% indicates the M/WBE firm will also subcontract with other M/WBE firms.

Option B - Non M/WBE firm who will subcontract the indicated percentage with an M/WBE firm(s) to meet or exceed the district's goal.

Option C – Non M/WBE firm. If listed with percentage greater than 0%, the awardee will sub-contract with an M/WBE firm for a percentage less than the district's goal. If listed as C/I/X%, the awardee will participate under an indirect program for the percentage indicated. If listed as C/D, the awardee made direct contact with M/WBE firms regarding subcontracting opportunities but has no costs attributable as either indirect or direct costs with M/WBE suppliers.

Other Status Options

NC) - Non-compliant ; NE) - Not evaluated; NFP) - Non-profit; P) - Pending Certification

LOC – Location

Houston (H); Texas (T); Out of State (O); Out of State with Local Office (OT).

BB
DIR
GSA
HCDE
HGAC
REGION IV
TASB
TBPC
TIPS
TCPN
TPASS
TXMAS
USC

The BuyBoard Cooperative
Texas Department of Information Resources
Federal General Services Administration Schedule 70
Harris County Department of Education
Houston-Galveston Area Council
Region IV Education Service Center
Texas Association of School Boards
Texas Building and Procurement Commission
TIPS/TAPS Region 8 Interlocal Cooperative
The Cooperative Purchasing Network
Texas Procurement and Support Services
Texas Multiple Award Schedules
U. S. Communities

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Finance
Kenneth Huewitt, Deputy Superintendent and Chief Financial Officer

SUBJECT: APPROVAL OF 2015 TAX ROLL

At its meeting of October 15, 2015, the Houston Independent School District Board of Education adopted a tax rate of \$1.1967 per \$100 of taxable value for tax year 2015. On the basis of that tax rate, the Harris County Tax Office has calculated an initial tax roll levy of \$1,741,719,896 based on taxable value of \$145,543,569,513, prior to the age 65 and older and disabled persons' homestead frozen-levy loss calculations. The actual levy will be reduced by approximately \$51,252,195 for levy loss due to those frozen-levy loss calculations. This levy includes certified appraisal roll values as of September 11, 2015, by the Harris County Appraisal District. The levy may also be subject to some increase as additional values are certified in the future. This is submitted to the Board of Education for approval as the 2015 tax roll for the district pursuant to requirements of the Texas Property Tax Code.

A copy of the information from the Harris County Tax Office can be reviewed on the attachment and is on file in Board Services.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports all six goals and is aligned to all five core initiatives of the district. Tax revenues fund operations throughout the district.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves the 2015 Certified Appraisal Roll and 2015 Calculated Tax Roll as submitted, effective December 11, 2015.



MIKE SULLIVAN

Tax Assessor-Collector
www.hctax.net

I.2.a

November 19, 2015

Members of the Board of Education
Houston Independent School District
4400 West 18th Street
Houston, Texas 77092-8501

Honorable Board Members:

As required by Sections 26.04 and 26.09 of the Texas Tax Code, the information to be provided to you regarding the 2015 Certified Appraisal Roll used in preparation of the original tax bills is as follows:

Appraised/assessed value (certified appraisal roll only)	\$ 186,153,306,534
Taxable value (certified appraisal roll only)	\$ 145,543,569,513
Initial tax roll levy amount (tax rate \$1.1967/\$100 value) Before reduction for tax ceiling limitation	\$ 1,741,719,896
Levy lost from over-65/disabled tax ceiling limitation	\$ 51,252,195
Anticipated collection rate (including delinquent tax, penalty and interest)	100.00%

Current uncertified property value as of 09-11-2015 estimated by the Harris County Appraisal District to be added to the 2015 Certified Appraisal Roll is as follows:

Appraised/ assessed value (includes Sec. 26.01(d) property)	\$ 12,442,272,748
Taxable Value	\$ 7,889,444,580
Tax roll amount (tax rate \$1.1967/\$100 value)	\$ 94,412,783

The above amounts for the Houston Independent School District include the former North Forest Independent School District accounts.

Respectfully Submitted,

A handwritten signature in black ink that reads "Mike Sullivan".

Mike Sullivan

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Finance
Kenneth Huewitt, Deputy Superintendent and Chief Financial Officer

SUBJECT: APPROVAL OF ORDER AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF HOUSTON INDEPENDENT SCHOOL DISTRICT LIMITED TAX SCHOOLHOUSE AND REFUNDING BONDS, SERIES 2016A; AUTHORIZING THE SUPERINTENDENT, CHIEF FINANCIAL OFFICER, OR CONTROLLER TO SELECT UNDERWRITERS AND SELL THE SERIES 2016A BONDS, SUBJECT TO STATED PARAMETERS; AND AUTHORIZING THE ADMINISTRATION TO PROCEED WITH ALL OTHER NECESSARY ACTIONS FOR SALE OF BONDS

In November 2012 the voters of the Houston Independent School District (HISD) approved a ballot initiative authorizing the district to issue \$1,890,000,000 for the 2012 bond program for the rebuilding and renovation of district facilities. The district has previously issued three series of bonds to implement the 2012 bond program—the Series 2013A Bonds, Series 2013B Bonds, and Series 2014A Bonds—in the total amount of \$690,000,000, leaving \$1,200,000,000 in authorized but unissued bonds pursuant to the 2012 election. The administration has worked with our financial advisors and is recommending the sale of a fourth series of bonds for the 2012 bond program in the amount of \$350,000,000 in 2016. The timing of the sale of the bonds takes into account the requirement that funds be available to encumber contracts as design and/or construction contracts are approved by the HISD Board of Education, coupled with the requirement of the Internal Revenue Service that the district expects funds to be expended within three years of issuance.

In addition to the issuance of the new money bonds for the 2012 bond program, the administration is recommending the advance refunding of all or a portion of the Limited Tax Schoolhouse Bonds, Series 2008, to take advantage of lower interest rates. The current amount of Series 2008 Bonds anticipated to be refunded is estimated at approximately \$165,000,000. The final amount to be refunded could be greater or less than \$165,000,000 based upon the market conditions at the time of sale.

The bonds will be sold as fixed-rate bonds via a negotiated sales process. This agenda item authorizes the superintendent, chief financial officer, or controller to select the underwriting team who will assist the district with the sale of the bonds.

The firms of First Southwest Company and YaCari Consultants are serving as co-financial advisors, and the firms of Andrews Kurth LLP and Burney and Foreman are serving as co-bond counsel.

The rates at which the bonds are sold are dependent on what other public fund issues are in the market on a given day; the effect of global economic issues, including fluctuations in credit markets; as well as yield performance. In order to ensure the bonds are being sold on a day that is advantageous to the district's economic model, it may be necessary to sell the bonds on a day and at a time when the Board of Education is not scheduled to meet. The administration is asking for approval to sell the bonds subject to set parameters. The approval would authorize the superintendent, chief financial officer, or controller to sell the bonds subject to the following parameters:

Parameters for the fixed-rate new money bonds:

1. The aggregate principal amount of fixed-rate new money bonds to be issued will not exceed \$350,000,000;
2. The price to be paid for the bonds shall not be less than 100 percent of the aggregate original principal amount of the bonds;
3. The net effective interest rate on the bonds shall not exceed 4.50 percent;
4. The maximum maturity date shall be no later than February 15, 2039; and
5. Any finding by the authorized representative relating to the sale and delivery of the bonds shall have the same force and effect as a finding or determination made by the board.

Parameters for the fixed-rate refunding bonds:

1. The aggregate principal amount of refunding bonds to be issued will not exceed \$334,000,000;
2. The net present value savings shall be greater than 4.0 percent of the par amount of the refunded bonds;
3. The negative arbitrage resulting from the refunding will not be greater than 25 percent of the net present value savings;
4. The final maturity date of the refunding bonds will not exceed the final maturity date of the refunded bonds; and
5. Any finding by the authorized representative relating to the sale and delivery of the bonds shall have the same force and effect as a finding or determination made by the board.

A report on the results of the sale will be brought forward to the Board of Education.

Meetings will be scheduled with the rating agencies Moody's Investors Services and Standard & Poor's. The Series 2016A Bonds will be guaranteed by the Texas Permanent School Fund and are expected to be rated AAA (triple A).

The district and its legal and financial advisors will continue to monitor the legal issues surrounding the district's issuance of the bonds. This agenda item allows the administration to move forward with all actions needed to carry out the sale of the Limited Tax Schoolhouse and Refunding Bonds, Series 2016A.

COST/FUNDING SOURCE(S): Bond issuance costs are a one-time expense and will be paid from the proceeds of the sale of the bonds.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports all six goals of the district and is aligned to Core Initiative 4: Data-Driven Accountability and Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves the order authorizing the issuance, sale, and delivery of HISD Limited Tax Schoolhouse and Refunding Bonds, Series 2016A; approves the superintendent or designee to select the underwriters and sell the bonds subject to stated parameters; and authorizes the administration to proceed with all other necessary actions for sale of bonds, effective December 11, 2015.

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF
HOUSTON INDEPENDENT SCHOOL DISTRICT LIMITED TAX
SCHOOLHOUSE AND REFUNDING BONDS, SERIES 2016A; AUTHORIZING
AN AUTHORIZED REPRESENTATIVE TO APPROVE THE AMOUNT,
INTEREST RATES, PRICE AND TERMS THEREOF AND CERTAIN OTHER
PROCEDURES AND PROVISIONS RELATED THERETO; AUTHORIZING THE
REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS;
AND CONTAINING OTHER MATTERS RELATED THERETO

STATE OF TEXAS §
COUNTY OF HARRIS §
HOUSTON INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the Board of Education (the “Board”) of the Houston Independent School District (the “District”), by order adopted on August 9, 2012, called an election (the “Election”) for the purpose of obtaining the approval of the resident, qualified electors in the District of the issuance of an aggregate of \$1,890,000,000 in bonds for the purpose of providing funds for the construction, acquisition and equipment of school buildings in the District (including the rehabilitation, renovation, expansion and improvement thereof) and the purchase of the necessary sites therefor;

WHEREAS, the Election was held on November 6, 2012, in accordance with the Constitution and laws of the State of Texas, including the Texas Election Code;

WHEREAS, on November 19, 2012, the Board canvassed the Election returns and found that resident, qualified electors in the District authorized the issuance of \$1,890,000,000 in bonds, as a result of which the District is authorized by the Constitution and laws of the State of Texas, including Sections 45.001 and 45.003(b)(2) of the Texas Education Code, to issue such authorized amount of bonds in accordance with the Election;

WHEREAS, pursuant to Article 2784g, Vernon’s Texas Civil Statutes, as amended, and an election held April 7, 1962, the District is authorized to levy annual ad valorem taxes in an amount not to exceed \$1.70 per \$100 assessed valuation on all taxable property within the District, including \$1.00 per \$100 assessed valuation for debt service;

WHEREAS, as of the date of adoption of this Order there remains \$1,200,000,000 authorized but unissued bonds pursuant to the Election;

WHEREAS, the District has heretofore issued the bonds described in Schedule I attached hereto and as more particularly described in the Officer’s Pricing Certificate, all or a portion of which it desires to refund in advance of their maturities (the “Refunded Bonds”); and

WHEREAS, the District is authorized by Chapter 1207, Texas Government Code, as amended, to issue refunding bonds for the purpose of refunding the Refunded Bonds and to accomplish such refunding by depositing directly with any place of payment for the Refunded Bonds or a trust company or commercial bank the proceeds from the sale of such refunding bonds, together with any other available funds, an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and pursuant to such chapter such deposit shall constitute the making of firm

banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the Board has determined that it is in the best interests of the District to issue its Limited Tax Schoolhouse and Refunding Bonds, Series 2016A (the “Bonds”), authorized herein for the purpose, in part, of refunding the Refunded Bonds; and

WHEREAS, it is hereby found and determined that the refunding of the Refunded Bonds will result in a net present value debt service savings to the District of at least 4.00% of the principal amount of the Refunded Bonds, and that such savings are sufficient consideration and constitute the public purpose for the issuance of the refunding bonds herein authorized and the refunding of the Refunded Bonds, and such refunding is in the best interest of the District; and

WHEREAS, pursuant to Sections 1207.007 and 1371.053, Texas Government Code, as amended, the District desires to delegate the authority to an Authorized Representative (as defined herein) to effect the sale of the Bonds, from time to time and in one or more installments; and

WHEREAS, upon the issuance of the Bonds and the deposit referred to above, the Refunded Bonds shall no longer be regarded as being outstanding and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF EDUCATION OF THE HOUSTON INDEPENDENT SCHOOL DISTRICT:

1. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

The term “Attorney General” shall mean the Attorney General of Texas.

The term “Authorized Representative” shall mean any one of the Superintendent, the Deputy Superintendent/Chief Financial Officer or the Controller of the District.

The term “Board” shall mean the Board of Education of the District.

The term “Bond Purchase Agreement” shall mean the bond purchase agreement between the District and the Underwriters.

The term “Bonds” one or all of the Houston Independent School District Limited Tax Schoolhouse and Refunding Bonds, Series 2016A (or such other series designation authorized in the Officer’s Pricing Certificate), authorized to be issued as Current Interest Bonds or Capital Appreciation Bonds pursuant to this Order, unless the context clearly indicates otherwise.

The term “Business Day” shall mean any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to remain closed or a legal holiday.

The term “Capital Appreciation Bonds” shall mean any Bonds issued as capital appreciation bonds maturing in the years and in the Maturity Amounts set forth in the Officer’s Pricing Certificate.

The term “Code” shall mean the Internal Revenue Code of 1986, as amended.

The term “Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

The term “Current Interest Bonds” shall mean any Bonds issued as current interest bonds maturing in the years and in the principal amounts set forth in the Officer’s Pricing Certificate.

The term “Debt Service Fund” shall mean the Debt Service Fund established by the District pursuant to Section 22 of this Order.

The term “District” shall mean the Houston Independent School District, and any successor to its duties and functions.

The term “DTC” shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term “DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term “Escrow Agent” means The Bank of New York Mellon Trust Company, National Association, and any successor in that capacity.

The term “Escrow Agreement” means the agreement between the District and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds.

The term “Interest Payment Date,” when used in connection with any Current Interest Bond, shall mean August 15, 2016, and each February 15 and August 15 thereafter until maturity or prior redemption, unless otherwise provided in the Officer’s Pricing Certificate.

The term “Maturity Amount,” as used with respect to any Capital Appreciation Bond, shall mean the amount paid to the Owner thereof at maturity, which shall include both principal and accrued interest.

The term “Officer’s Pricing Certificate” means a certificate signed by an Authorized Representative and containing the information regarding the Bonds specified in Sections 3, 4 and 5 hereof substantially in the form of Exhibit A hereto.

The term “Order” as used herein and in the Bond shall mean this order authorizing the Bonds.

The term “Outstanding,” when used with respect to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond cancelled by or on behalf of the District at or before such date; (b) any Bond defeased pursuant to the

defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

The term “Owner” or “Registered Owner” shall mean any person who shall be the registered owner of any outstanding Bond.

The term “Record Date” shall mean the last business day of the month next preceding each Interest Payment Date.

The term “Refunded Bonds” shall mean those certain bonds issued by the District as set forth in the list of refunding candidates attached hereto as Schedule I and further designated as Refunded Bonds in the Officer’s Pricing Certificate, which are being refunded and defeased with a portion of the proceeds of the Bonds and other legally available funds of the District, if any.

The term “Register” shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

The term “Registrar” shall mean The Bank of New York Mellon Trust Company, National Association, and its successors in the capacities of paying agent and registrar for the Bonds.

The term “Report” means the report of Grant Thornton, LLP Certified Public Accountants, verifying the accuracy of certain mathematical computations relating to each issuance of the Bonds and the Refunded Bonds.

The term “Underwriters” shall mean the underwriters identified in the Bond Purchase Agreement.

All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

2. Authorization. The Bonds shall be issued from time to time in fully registered form, without coupons, to provide funds (i) for the construction, acquisition and equipment of school buildings in the District (including the rehabilitation, renovation, expansion and improvement thereof) and the purchase of the necessary sites therefor, (ii) refunding the Refunded Bonds, and (iii) paying the costs of issuance of the Bonds and of refunding the Refunded Bonds. The Bonds shall be issued under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 1207 and 1371, Texas Government Code, as amended.

3. Designation and Date. The Bonds shall be designated as the “Houston Independent School District Limited Tax Schoolhouse and Refunding Bonds, Series 2016A,” or as otherwise

designated in the Officer's Pricing Certificate, and shall be dated as provided in the Officer's Pricing Certificate.

4. Initial Bonds; Numbers, Interest Rates, Interest Payment Dates and Denominations. The Bonds shall mature on dates in each of the years and in the amounts set out in the Officer's Pricing Certificate, and shall bear interest from the initial date of delivery at the rates set out in the Officer's Pricing Certificate. Interest on the Current Interest Bonds shall be payable on each February 15 and August 15 commencing on August 15, 2016, or as otherwise set out in the Officer's Pricing Certificate. Interest on any Capital Appreciation Bonds shall be payable only at maturity. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered (with appropriate prefix) in order of their authentication by the Registrar, shall be in the denomination or Maturity Amount of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

5. Selling and Delivering Bonds. As authorized by Sections 1207.007 and 1371.053, Texas Government Code, the Authorized Representative is hereby authorized to act on behalf of the District from time to time in selling and delivering the Bonds and carrying out the other procedures specified in this Order including, without limitation, determining the manner of sale of the Bonds, determining the date on and price at which the Bonds will be sold, the issuance date and dated date, whether particular Bonds will be issued as Current Interest Bonds or Capital Appreciation Bonds, whether the Bonds will be issued in one or more series and the appropriate distinguishing designation for each such series of Bonds, the years in which the Bonds will mature, the aggregate principal amount of the Bonds, the principal amount or Maturity Amount, as the case may be, to mature in each year of maturity, the rate of interest to be borne by each such maturity, any optional and mandatory sinking fund redemption provisions, the aggregate principal amount of Refunded Bonds and the particular bonds of those listed on Schedule I hereto to be Refunded Bonds, and all other matters not expressly provided in this Order relating to the issuance, sale and delivery of the Bonds, including the refunding of the Refunded Bonds, all of which shall be specified in the Officer's Pricing Certificate, substantially in the form attached hereto as Exhibit A; provided that:

- (i) for Bonds issued for the purposes described in clause (i) of Section 2 hereof,
 - A. the aggregate of principal amount thereof plus any premium charged against voted authority may not exceed a maximum of \$350,000,000;
 - B. the price to be paid for the Bonds shall not be less than 100% of the aggregate original principal amount of the Bonds;
 - C. the net effective interest rate on the Bonds shall not exceed 4.50%; and
 - D. the maximum maturity date shall be no later than February 15, 2039,
 - E. any finding by the Authorized Representative relating to the sale and delivery of the Bonds and the designation of particular bonds to be

refunded shall have the same force and effect as a finding or determination made by the Board

- (ii) for Bonds issued for the purposes described in clause (ii) of Section 2 hereof,
 - A. the aggregate of principal amount thereof may not exceed a maximum of \$334,000,000;
 - B. the net present value debt service savings to the District resulting from the refunding of the Refunded Bonds shall be at least 4.00% of the principal amount of the Refunded Bonds;
 - C. the negative arbitrage resulting from the refunding of the Refunded Bonds shall not exceed twenty-five percent (25%) of the net present value debt service savings resulting from the refunding of the Refunding Bonds;
 - D. the final maturity date of the Bonds issued to refund the Refunded Bonds will not exceed the final maturity date of the Refunded Bonds;
 - E. any finding by the Authorized Representative relating to the sale and delivery of the Bonds and the designation of particular bonds to be refunded shall have the same force and effect as a finding or determination made by the Board.

The authority conferred by this Section shall expire at 11:59 p.m. on December 9, 2016.

6. Execution of Bonds; Seal. The Bonds shall be signed by the President or Vice President of the Board and countersigned by the Secretary of the Board or Assistant Secretary of the Board, by their manual, lithographed or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such Officer's, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall be on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

7. Approval by Attorney General; Registration by Comptroller. The Bonds to be initially issued shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President or Vice President and the Secretary or Assistant Secretary of the Board are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President or the Vice President and the Secretary or Assistant Secretary and other officers and employees of the District are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and

approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Section 20 of this Order, and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon. The Bonds shall initially be registered in the name of the Underwriters.

8. Authentication. Except for the Bonds to be initially issued, which need not be authenticated by the Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Exhibit A of this Order, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Registrar hereunder.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement in substantially the form attached hereto as Exhibit B, which is hereby authorized and approved by the Board and which the appropriate officials of the District are hereby authorized to execute. The officers of the District are each hereby authorized to execute, attest and affix the District's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order. All money transferred to the Registrar in its capacity as registrar or paying agent for the Bonds under this Order (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Order. Subject to the provisions of Section 12, all matured Bonds presented to the Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be cancelled as provided herein.

The principal or redemption price of the Current Interest Bonds and the Maturity Amount of Capital Appreciation Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, at the corporate trust office of the Registrar. The interest on each Current Interest Bond shall be payable by check on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register. Any accrued interest payable at maturity on a Current Interest Bond shall be paid upon presentation and surrender of such Bond at the corporate trust office of the Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

10. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than sixty (60) days' written notice to the Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

11. Special Record Date. If interest on any Current Interest Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of record of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Registrar to the District upon receipt by the Registrar of a written request therefor from the District. The Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

13. Registration, Transfer and Exchange. As long as any Bonds remain Outstanding, the Registrar shall keep the Register at its corporate trust office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment

duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds of the same type (Current Interest or Capital Appreciation), registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount (for Current Interest Bonds) or Maturity Amount (for Capital Appreciation Bonds) and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the corporate trust office of the Registrar for a Bond or Bonds of the same type (Current Interest or Capital Appreciation), maturity and interest rate and in any authorized denomination or Maturity Amount, in an aggregate principal amount equal to the unpaid principal amount or Maturity Amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

The Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

14. Book-Entry Only System. The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 16 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, or (c) the payment to any DTC Participant or any other person, other than

a Bondholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds.

Except as provided in Section 16 of this Order, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order.

15. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

16. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certified Bonds, the District or the Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

17. Mutilated, Lost or Stolen Bonds. Upon the presentation and surrender to the Registrar of a damaged or mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not

contemporaneously outstanding. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (a) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

18. Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment or redemption. The Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

19. Redemption Prior to Maturity.

(a) The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in the Officer's Pricing Certificate.

(b) Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each Owner of a Bond to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds

outstanding are to be redeemed, the numbers of Bonds or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and notice of redemption has been given as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded to be Outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

20. Forms. The form of the Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued, shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions and variations as are necessary to conform such forms to the Officer's Pricing Certificate and as may be necessary or desirable and not prohibited by this Order.

21. Opinion of Bond Counsel; CUSIP. The approving opinion of Andrews Kurth LLP and Burney & Foreman, each of Houston, Texas, Co-Bond Counsel, and CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds.

22. Debt Service Fund; Tax Levy.

(a) A special fund to be designated "Houston Independent School District Limited Tax Schoolhouse and Refunding Bonds, Series 2016A Debt Service Fund" (the "Debt Service Fund") is hereby created solely for the benefit of the Bonds and shall be maintained by the District at an official depository bank of the District for as long as the Bonds, or interest thereon, are outstanding and unpaid. The proceeds from (i) all ad valorem debt service taxes levied, assessed and collected for and on account of the Bonds authorized by this Order and (ii) state aid, if any, that is required by law to be deposited into the Debt Service Fund shall be deposited, as collected, in the Debt Service Fund. Money on deposit in the Debt Service Fund may, at the option of the District, be invested as permitted under Texas law, provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in the Debt Service Fund may be invested with other money of the District in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by the Debt Service Fund are held by or on behalf of the Debt Service Fund. Money in the Debt Service Fund may, to the extent necessary, be used to make any required payments to the federal government under the Code to assure that interest on the Bonds is excludable from gross income for federal income tax purposes.

(b) During each year while the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the District, within the limits prescribed by law, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection; provided that the annual aggregate bond taxes in the District shall never be more than \$1.00 on each \$100 valuation of taxable property in the District; provided further that the amount of tax levied shall take into account the proceeds of state aid payments, if any, on deposit in the Debt Service Fund for the Bonds. Such taxes are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds and to no other purpose.

(c) Unless the Officer's Pricing Certificate provides otherwise, the District hereby appropriates, from current funds on hand and legally available therefor, funds sufficient, when added to the accrued interest received from the sale of the Bonds, to pay the debt service on the Bonds payable on August 15, 2016.

23. Sale; Bond Purchase Agreement; PSF Guarantee; Ratings. The Bonds shall be sold and delivered to the Underwriters at a price to be set forth in the Officer's Pricing Certificate and in accordance with the terms of the Bond Purchase Agreement. Upon completion of the terms of the Officer's Pricing Certificate, the Authorized Representative is hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the District, and the President of the Board of Education, Superintendent, Deputy Superintendent/Chief Financial Officer, Controller and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

The District's application and payment of a fee for a guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas is hereby authorized, approved, ratified and confirmed. The appropriate officials and representatives of the District are hereby authorized and directed to execute such documents and certificates and to do any and all things necessary or desirable to obtain such guarantee, and the printing on the Bonds of an appropriate legend or statement regarding such guarantee, as provided by the Texas Education Agency, is hereby approved. The President of the Board and the District's Superintendent, Deputy Superintendent/Chief Financial Officer and Controller, financial advisor and consultants are authorized hereby to take such actions as the President of the Board shall approve in seeking ratings on the Bonds from Moody's Investors Service, Inc. and Standard & Poor's Ratings Services and such actions are hereby ratified and confirmed.

24. Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for the Bonds or other obligations of the District is the respective date on which such Bonds or other obligations of the District is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of or omit to use Gross Proceeds of the Bonds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the District shall, at all times after the Issue Date of any Bond and prior to the last stated maturity of the Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the final stated maturity or final payment of the Bonds, directly or

indirectly invest Gross Proceeds of the Bonds in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The District shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Bonds on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the District shall:

(i) account for all Gross Proceeds of the Bonds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The District may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Tax-Exempt Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The District shall maintain a copy of such calculations for at least three years after the final Computation Date,

(iii) as additional consideration for the purchase of the Bonds by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the District shall not, at any time after the Issue Date of the Bonds and prior to the earlier of the final stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Not Hedge Bonds. The District did not invest more than 50 percent of the Proceeds of the Refunded Bonds, and will not invest more than 50 percent of the proceeds of the Bonds, in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Bonds, the District will reasonably expect, and on the Issue Date of the Refunded Bonds, the District reasonably expected, that at least 85 percent of the Net Sale Proceeds of the Bonds and Refunded Bonds, respectively, would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

25. Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as follows:

(a) Deposited into the Escrow Fund created pursuant to the Escrow Agreement and applied to purchase the escrowed securities and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds and the refunding of the Refunded Bonds, as approved by the District;

(b) For the purposes set forth in clause (i) of Section 2 of this Order; and

(c) Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund and used to pay debt service on the Bonds.

26. Escrow Agreement. The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, substantially in the form attached hereto as Exhibit C, to be entered into by and between the District and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the District by the Underwriters, which shall be certified as to mathematical accuracy by a verification agent, (b) to maximize the District's present value savings and/or to minimize the District's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order, and the President or Vice President is hereby authorized to execute and deliver such Escrow Agreement on behalf of the District in multiple counterparts and the Secretary is hereby authorized to attest thereto and affix the District's seal.

27. Purchase of Escrowed Securities To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the Authorized Representative is hereby authorized to subscribe for, agree to purchase and purchase obligations which are authorized investments for

escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report to be attached to the Escrow Agreement, and to execute any and all subscriptions, agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

28. Redemption Prior to Maturity of Refunded Bonds. To maximize the District's present value savings and to minimize the District's costs of refunding, the District hereby authorizes and directs that the Refunded Bonds shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Officer's Pricing Certificate, and the appropriate officials of the District are hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Bonds, in the manner required by the documents authorizing the issuance of such Refunded Bonds.

29. Continuing Disclosure Undertaking.

(a) Annual Reports. The District will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement authorized by Section 33, as determined by the Authorized Representative and identified in the Officer's Pricing Certificate. The District will update and provide this information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the District shall provide unaudited financial statements for the applicable fiscal year by the required time, and audited financial statements when audited financial statements become available.

If the District changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available from the MSRB.

(b) The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the District;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with Section 29(a) of this Order by the time required by such Section.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Texas law that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE UNLIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the District, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Bonds consent to such amendment or (b) a person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If any such amendment is made, the District will include in its next annual update an explanation in narrative form of

the reasons for the change and its impact on the type of operating data or financial information being provided.

30. Permanent School Fund Guarantee Program. The District covenants to comply timely with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas. Upon defeasance of the Bonds, either at or prior to maturity in accordance with applicable law, the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas shall be removed in its entirety. If the District is unable to pay the principal of or interest on a guaranteed Bond, the amount necessary to pay the principal or interest will be transferred to the Registrar for the Bonds from the Permanent School Fund of the State of Texas, and the amounts so transferred, plus interest, will be withheld by the Comptroller from the first State money payable to the District, first from the Foundation School Fund and, if necessary, from the Available School Fund.

31. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order and the Bond Purchase Agreement, the President, Vice President and Secretary of the Board and all other appropriate officers, agents and representatives of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds and refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the District's obligations under the bond purchase agreement and this Order and to direct the transfer and application of funds of the District consistent with the provisions of this Order.

32. Order a Contract - Amendments. This Order shall constitute a contract with the Owners from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Owners who own in the aggregate 51% of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

When used with reference to the Bonds, "Outstanding" shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bonds canceled by or on behalf of the District at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bonds in

lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

33. Official Statement. The Board hereby authorizes and approves, in connection with the sale of the Bonds, the preparation and distribution of the Preliminary Official Statement in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement containing such additional information and amendments as may be necessary to conform to the terms of the Bonds, this Order, the Officer's Pricing Certificate and the Bond Purchase Agreement for the Bonds. The appropriate officials of the District, including the Authorized Representative, are hereby authorized to deem "final" the Preliminary Official Statement, except for the omission of no more than the information permitted by Subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, and to sign such final Official Statement and/or to deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

34. Power to Revise Form of Documents. That, notwithstanding any other provision of this Order, the President of the Board is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the President, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board and the provisions of Section 32 of this Order.

35. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

36. Defeasance. The District may defease the provisions of this Order and discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including (but not limited to) by depositing with the Registrar or with the Comptroller either:

(a) cash in an amount equal to the principal amount of and interest thereon to the date of maturity or earlier redemption, if any, or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or

its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption, if any;

provided, however, that if any of such Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Order. Upon such deposit, such Bonds shall no longer be regarded to be outstanding or unpaid. Any surplus amount not required to accomplish such defeasance shall be returned to the District.

37. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District or the Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

District: Houston Independent School District
4400 West 18th Street
Houston, Texas 77092
Attention: Superintendent

Registrar: The Bank of New York Mellon Trust Company, National Association
601 Travis Street, 18th Floor
Houston, Texas 77002
Attention: Corporate Trust Department

38. Legal Holidays. In any case where the date interest accrues and becomes payable on the Bonds or principal of the Bonds matures or the date fixed for redemption of any Bonds or a Record Date shall be in the District a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the District a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the last business day of that calendar month.

39. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

40. Effective Date. This Order shall be in full force and effect from and upon its adoption.

41. Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

42. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED this December 10, 2015.

President, Board of Education
Houston Independent School District

ATTEST:

Secretary, Board of Education
Houston Independent School District

(SEAL)

Schedule I	–	Refunding Candidates
Exhibit A	–	Form of Officer's Pricing Certificate
Exhibit B	–	Form of Paying Agent/Registrar Agreement
Exhibit C	–	Form of Escrow Agreement

SCHEDULE I
REFUNDING CANDIDATES

Limited Tax Schoolhouse Bonds, Series 2008

EXHIBIT A**FORM OF OFFICER'S PRICING CERTIFICATE**

**HOUSTON INDEPENDENT SCHOOL DISTRICT
LIMITED TAX SCHOOLHOUSE AND REFUNDING BONDS, SERIES 2016A**

THIS OFFICER'S PRICING CERTIFICATE is executed as of _____, 2016, by the Deputy Superintendent/Chief Financial Officer of the Houston Independent School District (the "District") pursuant to the authorization contained in an order of the Board of Education, acting as the governing body of the District, adopted on December 10, 2015 (the "Order"), authorizing the issuance of the captioned series of bonds and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Officer's Pricing Certificate shall have the meanings assigned to them in the Order.

1. Principal Amount, Maturity Amount, Numbers, Interest Rates and Maturities. The Bonds shall be dated _____, 2016, and shall be issued in the total authorized principal amount of \$_____ consisting of \$_____ issued as capital appreciation bonds (the "Capital Appreciation Bonds") and \$_____ issued as current interest bonds (the "Current Interest Bonds").

The Current Interest Bonds shall mature on February 15 in each of the years and in the amounts set out in the following schedule:

<u>Bond Number</u>	<u>Year of Maturity (February 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1			
R-2			
R-3			

The Capital Appreciation Bonds shall mature on February 15 in each of the years and in the amounts set out in the following schedule:

<u>Bond Number</u>	<u>Year of Maturity (February 15)</u>	<u>Principal Amount</u>	<u>Yield</u>	<u>Maturity Amount</u>
CR-1				
CR-2				
CR-3				

2. Optional Redemption. [The Bonds are not subject to redemption prior to maturity.] [The Current Interest Bonds maturing on and after February 15, ____ are subject to optional redemption, in whole or, from time to time, in part on any date on or after

February 15, _____ at a redemption price of par plus accrued interest.] [The Capital Appreciation Bonds maturing on and after _____ are subject to optional redemption, in whole or, from time to time, in part on any date on or after _____ at a redemption price of __% of the accreted value on the redemption date.] [The Capital Appreciation Bonds are not subject to redemption prior to maturity.]

3. [Mandatory Sinking Fund Redemption. The Bonds maturing in the years _____ and _____ will be issued as term bonds (the “Term Bonds”) and shall be subject to the following mandatory redemption requirements:

TERM BONDS MATURING FEBRUARY 15, _____

Mandatory Redemption Date (February 15)	Principal Amount	Redemption Price
		100%
		100
		100
		100

To the extent that such Term Bonds have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Bonds so redeemed or purchased.

In lieu of mandatorily redeeming the Term Bonds, the District reserves the right to purchase for cancellation Term Bonds of the same maturity at a price no greater than the applicable redemption price of such Term Bonds.

The Paying Agent/Registrar will select by lot the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Bonds having the same maturity which have been purchased or redeemed by the District as follows, at least 45 days prior to the mandatory redemption date:

- (a) if the District directs the Paying Agent to purchase Bonds with money in the debt service fund for the Bonds (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Bonds purchased will be made against the next mandatory redemption installment due, or

- (b) if the District purchases or redeems Bonds with other available moneys, then the principal amount of such Bonds will be credited against future mandatory redemption installments in any order, and in any annual amount, that the District may direct.]

4. Purchase Price. The sale of the Bonds is authorized pursuant to the Bond Purchase Agreement approved in the Order at the following price:

PRINCIPAL AMOUNT	\$ _____
Plus Original Issue Premium	_____
Less Underwriter's Discount	_____
PURCHASE PRICE	\$ _____

It is hereby found and declared that the sale of the Bonds pursuant to the Bond Purchase Agreement at such price is on the best terms and at the best prices reasonably obtainable by the District.

5. Use of Proceeds. Proceeds from the sale of the Bonds shall be applied as follows:
- (a) An amount equal to accrued interest on the Bonds, if any, shall be deposited into the Debt Service Fund;
 - (b) Proceeds in the amount \$ _____ shall be used to pay costs of issuance;
 - (c) Proceeds in the amount of \$ _____ shall be used to pay underwriter's discount;
 - (c) Proceeds in the amount \$ _____, including premium in the amount \$ _____, shall be used for the purposes set forth in clause (i) of Section 2 of the Order.
 - (d) Proceeds in the amount of \$ _____, together with other available funds of the District in the amount of \$ _____ shall be [deposited directly with the Paying Agent/Registrar for the Refunded Bonds and used to][applied to establish an escrow fund under the Escrow Agreement] to refund the Refunded Bonds, and to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds and the refunding of the Refunded Bonds, as approved by the District; and
 - (d) Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund and used to pay debt service on the Bonds.
6. Escrow Agreement and Deposit. Pursuant to Sections 26 and 28 of the Order, \$ _____ from the proceeds of the Bonds shall be deposited into the Escrow Fund created pursuant to the Escrow Agreement and applied to purchase the

escrowed securities.

7. Form of Bond. Pursuant to Section 5 of the Order, the Form of Bond as set forth in Attachment 1 hereto is hereby approved and supercedes the Form of Bond set forth in the Order.
8. The Refunded Bonds shall be those bonds identified in Attachment 2 hereto.
9. Pursuant to Section 29 of the Order, the District shall provide updated financial information and operating data to the MSRB each year to the extent, by the times, subject to the exceptions noted, and as provided in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION – Annual Reports."
10. Pursuant to Section 33 of the Order, the Preliminary Official Statement is hereby deemed final as of its date (subject to permissible omissions described in Rule 15c2-12) within the meaning of the provisions of 17 C.F.R § 250. 15c2- 12(b)(1), and the preparation and distribution of the final Official Statement in the reoffering of the Bonds by the Underwriters is hereby approved
11. Pursuant to Sections 2 and 5 of the Order, we hereby further find and determine that:
 - (i) with respect to the Bonds issued for the purposes described in clause (i) of section 2,
 - A. the aggregate of principal amount thereof plus the premium charged against voted authority equals \$_____, which does not exceed \$350,000,000;
 - B. the price to be paid for the Bonds is not less than 100% of the aggregate original principal amount of the Bonds;
 - C. the net effective interest rate on the Bonds does not exceed 4.50%; and
 - D. the maximum maturity date is not later than February 15, 2039,
 - (ii) with respect to the Bonds issued for the purposes described in clause (ii) of section 2,
 - A. the aggregate of principal amount thereof is \$_____, which does not exceed \$334,000,000;
 - B. the net present value debt service savings to the District resulting from the refunding of the Refunded Bonds is at least 4.00% of the principal amount of the Refunded Bonds, as shown on Attachment 3 hereto;

- C. the negative arbitrage resulting from the refunding of the Refunded Bonds does not exceed twenty-five percent (25%) of the net present value debt service savings resulting from the refunding of the Refunding Bonds, as shown on Attachment 4 hereto; and
 - D. the final maturity date of the Bonds issued to refund the Refunded Bonds will not exceed the final maturity date of the Refunded Bonds.
12. After issuance of the Bonds (for which \$_____ in principal amount and \$_____ in net premium counts against voted authority), the District will have remaining \$_____ in authorized but unissued voted authorization pursuant to the Election.
13. The undersigned hereby find, determine and declare, that in accordance with the requirements of the Order, this Officer's Pricing Certificate complies with and satisfies the terms and provisions of the Order in accordance with the delegation contained therein.

WITNESS MY HAND this _____, 2016.

Deputy Superintendent/Chief Financial Officer
Houston Independent School District

ATTACHMENT 1 TO OFFICER'S PRICING CERTIFICATE

FORM OF BOND

FORM OF CURRENT INTEREST BOND

United States of America
State of Texas

NUMBER	PRINCIPAL AMOUNT
R-1	\$ _____
REGISTERED	REGISTERED

HOUSTON INDEPENDENT SCHOOL DISTRICT
LIMITED TAX SCHOOLHOUSE AND REFUNDING BOND
SERIES 2016A

<u>INTEREST RATE</u> ² :	<u>[DATED/ISSUANCE]</u>	<u>MATURITY DATE</u> ² :	<u>CUSIP</u> ² :
%	DATE:	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

HOUSTON INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, National Association, or its successor (the "Registrar"), the Principal Amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the [Dated/Issuance] Date specified above, or the most recent interest payment date to which interest has been paid or duly provided for.³ Interest on this bond is payable semiannually on ____ and ____ of each year until

-
- 1 Initial Bond shall be numbered T-1.
 - 2 Omitted from the Initial Bond.
 - 3 The first sentence of the Initial Bond shall read as follows:

HOUSTON INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the maturity dates specified below, upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, National Association, or its successor (the "Registrar"), the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Officer's Pricing Certificate], payable in any coin or currency of the United States of America which on the date of payment of such

maturity, beginning _____, 2016, by check mailed to the Registered Owner of record as of the last business day of the month next preceding each interest payment date, to the address of such owner as shown on the books of registration kept by the Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Bond at the corporate trust office of the Registrar.

THIS BOND is one of a duly authorized issue of bonds, aggregating \$_____ ⁴ (the "Bonds") of which \$_____ ⁴ are issued as capital appreciation bonds and \$_____ ⁴ are issued as current interest bonds (the "Current Interest Bonds"), issued for the purposes of refunding the Refunded Bonds as described in an order adopted by the Board of Education of the District on December 10, 2015 (the "Order"), including paying the costs of issuance of the Bonds and of refunding the Refunded Bonds, all pursuant to the authority of Chapter 1207, Texas Government Code, as amended. This Bond is a Current Interest Bond.

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem the Bonds maturing on February 15, 20__, and thereafter prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000 on February 15, 20__, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption.

THE BONDS MATURING ON February 15, 20__ (the "Term Bonds") are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of such Term Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

Mandatory Redemption Date (February 15)	Principal Amount	Redemption Price
_____	_____	_____

TO THE EXTENT THAT such Term Bonds have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Bonds so redeemed or purchased.

principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date specified above, or the most recent interest payment date to which interest has been paid or duly provided for.

IN LIEU OF MANDATORILY REDEEMING the Term Bonds, the District reserves the right to purchase for cancellation Term Bonds of the same maturity at a price no greater than the applicable redemption price of such Term Bonds.

THE PAYING AGENT/REGISTRAR will select by lot the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Bonds having the same maturity which have been purchased or redeemed by the District as follows, at least 45 days prior to the mandatory redemption date:

- (a) if the District directs the Paying Agent to purchase Term Bonds with money in the debt service fund for the Bonds (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Term Bonds purchased will be made against the next mandatory redemption installment due, or
- (b) if the District purchases or redeems Term Bonds with other available moneys, then the principal amount of such Term Bonds will be credited against future mandatory redemption installments in any order, and in any annual amount, that the District may direct.

NOT LESS THAN THIRTY (30) DAYS prior to a redemption date, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each registered owner of a Bond to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Registrar at the close of business on the business day next preceding the date of mailing. When Bonds or portions thereof have been called for redemption and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THE REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Bond called for redemption in part.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.⁴

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the President or Vice President of the Board of Education of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Education of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this bond.

(SEAL)

HOUSTON INDEPENDENT SCHOOL
DISTRICT

[Vice] President, Board of Education

[Assistant] Secretary, Board of Education

4 In the Initial Bond, this paragraph shall read:

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate endorsed hereon.

FORM OF CAPITAL APPRECIATION BOND

United States of America
State of Texas

NUMBER
CR-1⁵
REGISTERED

MATURITY AMOUNT
\$ _____
REGISTERED

HOUSTON INDEPENDENT SCHOOL DISTRICT
LIMITED TAX SCHOOLHOUSE AND REFUNDING BOND
SERIES 2016A

INTEREST RATE⁷: ISSUANCE DATE: MATURITY DATE⁶: CUSIP⁷:
% February 15, ____

REGISTERED OWNER:

MATURITY AMOUNT: DOLLARS

HOUSTON INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, National Association, or its successor (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon, payable in any coin or currency of the United States of America which on the date of payment of such Maturity Amount is legal tender for the payment of debts due the United States of America.⁷ The date of this Bond is _____, 2016, but compound interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified above. The accreted value (per \$5,000 of Maturity Amount) as of the date of issuance and as of the maturity date is set forth on the reverse hereof. Such value as of any other date shall be determined by straight-line interpolation between such values.

5 Initial Bond shall be numbered CT-1.

6 Omitted from the Initial Bond.

7 The first sentence of the Initial Bond shall read as follows:

HOUSTON INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the maturity dates specified below, upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, National Association, or its successor (the "Registrar"), the Maturity Amounts set forth in the following schedule: [Insert information regarding years of maturity, Maturity Amounts and interest rates from Officer's Pricing Certificate], each representing the principal amount hereof and accrued and compounded interest hereon, payable in any coin or currency of the United States of America which on the date of payment of such Maturity Amount is legal tender for the payment of debts due the United States of America.

THIS BOND is one of a duly authorized issue of bonds, aggregating \$_____ (the “Bonds”) of which \$_____ are issued as capital appreciation bonds (the “Capital Appreciation Bonds”) and \$_____ are issued as current interest bonds, issued for the purposes of refunding the Refunded Bonds as described in an order adopted by the Board of Education of the District on December 10, 2015 (the “Order”), including paying the costs of issuance of the Bonds and of refunding the Refunded Bonds, all pursuant to the authority of Chapter 1207, Texas Government Code, as amended. This Bond is a Capital Appreciation Bond.

THIS BOND is not subject to redemption prior to maturity.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Registrar for bonds in the maturity amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.⁸

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

⁸ In the Initial Bond, this paragraph shall read:

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate endorsed hereon.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the President or Vice President of the Board of Education of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Education of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this bond.

HOUSTON INDEPENDENT SCHOOL
DISTRICT

(SEAL)

[Vice] President, Board of Education

[Assistant] Secretary, Board of Education

TABLE OF ACCRETED VALUES

The Accreted Value, initial offering price (all per \$5,000 of Maturity Amount), together with the yield to maturity are as follows. Accreted Values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest.

DATE

Form of Registration Certificate OF COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts of the
State of Texas

(SEAL)

* * * * *

FORM OF REGISTRAR'S AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Order described in the text of this Bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION
as Paying Agent Registrar

By: _____
Authorized Signature _____
Date of Authentication: _____

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer such bond on the books kept for registration
thereof, with full power of substitution in the premises.

DATED: _____
Signature Guaranteed: _____ Registered Owner _____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

FORM OF PERMANENT SCHOOL FUND CERTIFICATE

PERMANENT SCHOOL FUND CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Houston Independent School District of its Limited Tax Refunding

Bonds, Series 2016A, dated _____, 2016, in the principal amount of \$_____ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

Commissioner of Education
State of Texas

ATTACHMENT 2 TO OFFICER'S PRICING CERTIFICATE

DESCRIPTION OF REFUNDED BONDS

Limited Tax Schoolhouse, Series 2008

ATTACHMENT 3 TO OFFICER'S PRICING CERTIFICATE
PRESENT VALUE DEBT SERVICE SAVINGS CALCULATION

ATTACHMENT 4 TO OFFICER'S PRICING CERTIFICATE
NEGATIVE ARBITRAGE

EXHIBIT B
FORM OF PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT C
FORM OF ESCROW AGREEMENT

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Finance
Kenneth Huewitt, Deputy Superintendent and Chief Financial Officer

SUBJECT: APPROVAL OF SECTION 125 BENEFIT PLAN UPDATE

The Houston Independent School District (HISD) Cafeteria Plan is a document required by the Internal Revenue Code Section 125 in order for HISD to offer certain coverage in its benefits plan on a pre-tax basis. The Cafeteria Plan includes updates to the benefit plans offered by HISD and outlines other plan provisions relating to the tax status of those plans.

The major revisions to the document include:

- Incorporation of the first, second, and third amendments to the existing plan document; and
- Allowing a change in plan election for employees who have a reduction in hours below 30 hours per week, but do not lose eligibility due to the fact they are in a stability period; and
- Allowing a change in plan election during an Exchange special enrollment or open-enrollment event.

A copy of the HISD Cafeteria Plan update is on file in Board Services.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and HISD Goal 6: Create a Positive District Culture, and is aligned to Core Initiative 4: Data-Driven Accountability and Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves the HISD Section 125 benefit "Cafeteria Plan," effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Finance
Kenneth Huewitt, Deputy Superintendent and Chief Financial Officer

SUBJECT: APPROVAL OF RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF HOUSTON INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTES; APPROVAL FOR THE SUPERINTENDENT, CHIEF FINANCIAL OFFICER, OR CONTROLLER TO SELL THE NOTES, SUBJECT TO STATED PARAMETERS; AND AUTHORIZATION TO PROCEED WITH ALL OTHER NECESSARY ACTIONS FOR SALE OF NOTES

Current estimates suggest that the 2012 Houston Independent School District (HISD) bond program is facing a \$212,449,964 shortfall resulting from increased construction costs and labor shortages. The administration has worked with its financial advisors and is recommending the issuance of maintenance tax notes in an amount not to exceed \$200,000,000 to fund the shortfall for facility maintenance needs. The remaining \$12,449,964 shortfall will be funded through the use of capital project reserves.

Under state law, maintenance tax notes may be issued to pay the costs of maintenance expenses of the District, including repairs, renovations, and improvements to existing school facilities; environmental cleanup; and the maintenance, repair, rehabilitation, or replacement of building systems of existing school properties. The notes will be payable from available funds of the District, including the District's maintenance tax.

The firms of First Southwest Company and YaCari Consultants, LLC, are serving as co-financial advisors, and the firms of Andrews Kurth LLP and Burney and Foreman are serving as co-bond counsel.

Rates at which the notes are sold are dependent on what other public fund issues are in the market on a given day, the effect of global economic issues including fluctuations in credit markets, as well as yield performance. In order to ensure the notes are being sold on a day that is advantageous to the District's economic model, it may be necessary to sell the notes on a day and at a time when the HISD Board of Education is not scheduled to meet. The administration is asking for approval to sell the notes subject to set parameters. The approval would authorize the superintendent, chief financial officer, or controller to sell the notes subject to the following parameters:

- The aggregate principal amount of notes to be issued will not exceed \$200,000,000;
- The net effective interest rate on the notes shall not exceed 4.50 percent;
- The final maturity of the notes shall be no later than 20 years from the date of the notes; and

- Any finding by the authorized representative relating to the sale and delivery of the notes shall have the same force and effect as a finding or determination made by the board.

The approval would also authorize the superintendent, chief financial officer, or controller to determine the manner of sale of the notes, whether privately placed with a bank or other financial institution or sold via a public, negotiated sale process, and the bank or underwriters who will purchase the notes.

The delegation will expire on June 30, 2016. A report on the results of the sale will be brought forward to the HISD Board of Education.

If it is determined that the notes will be sold via a negotiated sale, meetings may be scheduled with the rating agencies Moody's Investors Services and Standard & Poor's. The maintenance tax notes will not be guaranteed by the Texas Permanent School Fund and will carry the underlying ratings of the District.

The District and its legal and financial advisors will continue to monitor the legal issues surrounding the District's issuance of the notes. This agenda item allows the administration to move forward with all actions needed to carry out the sale of the maintenance tax notes.

COST/FUNDING SOURCE(S): Issuance costs are a one-time expense and will be paid from the proceeds of the notes.

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports all six HISD goals and is aligned to Core Initiative 4: Data-Driven Accountability and Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education approves the resolution authorizing the issuance, sale, and delivery of HISD maintenance tax notes; and gives approval for the superintendent, chief financial officer, or controller to sell the notes subject to stated parameters and authorization to proceed with all other necessary actions for sale of notes, effective December 11, 2015.

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
COUNTY OF HARRIS §
HOUSTON INDEPENDENT SCHOOL DISTRICT §

The undersigned officers of the Board of Education (the “Board”) of the Houston Independent School District (the “District”), hereby certify as follows:

1. The Board of the District convened in regular meeting on December __, 2015, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

Rhonda Skillern-Jones, President	Anna Eastman, Member
Manual Rodriguez, Jr., First Vice President	Michael L. Lunceford, Member
Wanda Adams, Second Vice President	Greg Meyers, Member
Paula Harris, Secretary	Harvin C. Moore, Member
Juliet Stipeche, Assistant Secretary	

and all of such persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF HOUSTON INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTES; AUTHORIZING AN AUTHORIZED REPRESENTATIVE TO APPROVE THE TERMS THEREOF; AND CONTAINING OTHER MATTERS RELATED THERETO

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be passed; and, after due discussion, such motion, carrying with it the passage of such Resolution, prevailed and carried by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____

2. That a true, full and correct copy of such Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that such Resolution has been duly recorded in such Board's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from such Board's minutes of such meeting pertaining to the passage of such Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place and purpose of such meeting, and that such Resolution would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; and

that such meeting was open to the public, and public notice of the time, place and purpose of such meeting was given all as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this _____, 2015.

Supervisor, Board Services
Houston Independent School District

(SEAL)

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF
HOUSTON INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX
NOTES; AUTHORIZING AN AUTHORIZED REPRESENTATIVE TO
APPROVE THE TERMS THEREOF; AND CONTAINING OTHER MATTERS
RELATED THERETO

STATE OF TEXAS	§
COUNTY OF HARRIS	§
HOUSTON INDEPENDENT SCHOOL DISTRICT	§

WHEREAS, Houston Independent School District (the “District”) was organized, created and established pursuant to the Constitution and laws of the State of Texas as an independent school district and political subdivision of the State of Texas, and the District operates under the authority of the Texas Education Code, as amended;

WHEREAS, Sec. 45.108, Texas Education Code (the “Act”), authorizes the Board of Trustees (the “Board”) of the District to borrow money for the purpose of paying any lawful expenditure of the District other than payment of principal of and interest on bonds and to evidence such loans with negotiable notes maturing not more than twenty years from their date;

WHEREAS, the Board desires to finance certain lawful expenditures of the District through the issuance of notes in the aggregate principal amount of \$200,000,000 issued under the authority of the Act;

WHEREAS, the Board has adopted a budget for the District for the school year ending June 30, 2016;

WHEREAS, the notes herein authorized (the “Notes”), together with other notes issued by the District pursuant to the Act, at no time will exceed seventy-five percent (75%) of the previous year’s income of the District; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the District qualifies as an “Issuer” under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to Section 1371.053, Texas Government Code, the District desires to delegate the authority to an Authorized Representative to effect the sale of the Notes, from time to time and in one or more installments; Now, therefore

WHEREAS, the Board considers it necessary, useful and appropriate to adopt this Resolution and issue the Notes, as permitted by the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE HOUSTON INDEPENDENT SCHOOL DISTRICT:

1. Definitions. Throughout this Resolution the following terms and expressions as used herein shall have the meanings set forth below:

The term “Attorney General” shall mean the Attorney General of Texas.

The term “Authorized Representative” shall mean any one of the Superintendent, the Chief Financial Officer or the Controller of the District, or their designee.

The term “Board” shall mean the Board of Education of the District.

The term “Notes” shall mean the Notes issued hereunder.

The term “Business Day” shall mean any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to remain closed or a legal holiday.

The term “Code” shall mean the Internal Revenue Code of 1986, as amended.

The term “Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

The term “Debt Service Fund” shall mean the Debt Service Fund established by the District pursuant to Section 22 of this Resolution.

The term “District” shall mean the Houston Independent School District, and any successor to its duties and functions.

The term “DTC” shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term “DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term “Interest Payment Date,” when used in connection with the Notes, shall mean the dates set forth in the Officer’s Pricing Certificate.

The term “Officer’s Pricing Certificate” means a certificate signed by an Authorized Representative and containing the information regarding the Notes specified in Sections 3, 4 and 5 hereof substantially in the form of Exhibit A hereto.

The term “Resolution” as used herein and in the Note shall mean this resolution authorizing the Notes.

The term “Outstanding,” when used with respect to the Notes, shall mean, as of a particular date, all Notes theretofore and thereupon delivered pursuant to this Resolution except: (a) any Note cancelled by or on behalf of the District at or before such date; (b) any Note defeased pursuant to the defeasance provisions of this Resolution or otherwise defeased as permitted by applicable

law; and (c) any Note in lieu of or in substitution for which a replacement Note shall have been delivered pursuant to this Resolution.

The term “Owner” or “Registered Owner” shall mean any person who shall be the registered owner of any outstanding Note.

The term “Purchase Contract” shall mean the contract, agreement or investment letter between the District and the Purchaser referred to in Section 23 of this Resolution.

The term “Purchaser” shall mean the purchaser or purchasers of the Notes identified in the Officer’s Pricing Certificate.

The term “Record Date” shall mean the last business day of the month next preceding each Interest Payment Date.

The term “Register” shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of, and the principal amounts of the Notes registered to, each Owner.

The term “Registrar” shall mean The Bank of New York Mellon Trust Company, National Association and its successors in the capacities of paying agent and registrar for the Notes.

All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Notes and the validity of the levy of ad valorem maintenance taxes to pay the principal of and interest on the Notes.

2. Findings and Determinations. The matters and facts set out in the preamble to this Resolution are hereby found to be true and correct.

3. Amount; Purpose; Authorization. The Notes shall be issued from time to time in one or more series in fully registered form, without coupons, in a maximum aggregate principal amount of \$200,000,000 to provide funds for (i) paying the costs of lawful maintenance expenses of the District, including repair, renovation, and improvements to existing school facilities, environmental cleanup, and the maintenance, repair, rehabilitation, or replacement of building systems of existing school properties, and (ii) paying the costs of issuing the Notes. The Notes shall be issued under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 45.108, Texas Education Code, and Chapter 1371, Texas Government Code.

4. Designation, Date, Interest Rates, Interest Payment Dates and Denominations. The Notes shall be designated as the “Houston Independent School District Maintenance Tax Notes,

Series ____¹.” The Notes shall be dated and shall mature on the dates and in each of the years and in the amounts set out in the Officer’s Pricing Certificate, and shall bear interest from the date and at the rates set out in the Officer’s Pricing Certificate. Interest on the Notes shall be payable on each Interest Payment Date commencing on the date set out in the Officer’s Pricing Certificate. Interest on the Capital Appreciation Notes shall be payable only at maturity. Notes delivered on transfer of or in exchange for other Notes shall be numbered (with appropriate prefix) in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Note or Notes in lieu of which they are delivered.

5. Selling and Delivering Notes. As authorized by Chapter 1371, Texas Government Code, the Authorized Representative is hereby authorized to act on behalf of the District in selling and delivering the Notes from time to time and carrying out the other procedures specified in this Resolution including, without limitation, determining the method and manner of sale of the Notes (private or public), determining the date on and price at which the Notes will be sold, the issuance date and dated date, the designation or title by which the Notes shall be known, the years in which the Notes will mature, the aggregate principal amount of the Notes, the principal amount to mature in each year of maturity, the rate of interest to be borne by each such maturity, any optional redemption or mandatory sinking fund redemption provisions, and all other matters not expressly provided in this Resolution relating to the issuance, sale and delivery of the Notes, including procuring municipal bond insurance, if any, and approving modifications to this Resolution and execution such instruments, documents and agreements as may be necessary with respect thereto, all of which shall be specified in the Officer’s Pricing Certificate, substantially in the form attached hereto as Exhibit A; provided that:

- (i) the aggregate principal amount of the Notes issued hereunder shall not exceed \$200,000,000;
- (ii) the net effective interest rate on the Notes shall not exceed 4.50%;
- (iii) the final maturity of the Notes shall be no later than 20 years from the date of the Notes; and
- (iv) any finding by the Authorized Representative relating to the sale and delivery of the Notes shall have the same force and effect as a finding or determination made by the Board.

The authority conferred by this Section shall expire at 11:59 p.m. on June 30, 2016.

6. Execution of Notes; Seal. The Notes shall be signed by the President or Vice President of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of such

¹ Insert from Officer’s Pricing Certificate.

officer's, and such facsimile seal on the Notes shall have the same effect as if the official seal of the District had been manually impressed upon each of the Notes. If any officer of the District whose manual or facsimile signature shall be on the Notes shall cease to be such officer before the authentication of such Notes or before the delivery of such Notes, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

7. Approval by Attorney General; Registration by Comptroller. The Notes to be initially issued shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President or Vice President and the Secretary or Assistant Secretary of the Board are authorized hereby to have control and custody of the Notes and all necessary records and proceedings pertaining thereto pending their delivery, and the President or the Vice President and the Secretary or Assistant Secretary and other officers and employees of the District are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Notes and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Notes by the Comptroller. Upon registration of the Notes, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Exhibit A of this Resolution, and such certificate shall be affixed or attached to the Notes to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon. The Notes shall initially be registered in the name of the Purchaser.

8. Authentication. Except for the Notes to be initially issued, which need not be authenticated by the Registrar, only such Notes as shall bear thereon a certificate of authentication, substantially in the form provided in Exhibit A of this Resolution, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Resolution or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Note so authenticated was delivered by the Registrar hereunder.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Notes pursuant to the terms and provisions of the Paying Agent/Registrar Agreement in substantially the form presented to the Board, which is hereby authorized and approved by the Board and which the appropriate officials of the District are hereby authorized to execute. The officers of the District are each hereby authorized to execute, attest and affix the District's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Registrar and the District and/or the deposits of money pursuant to this Resolution, shall be deemed to accept and agree to abide by the terms of this Resolution. All money transferred to the Registrar in its capacity as registrar or paying agent for the Notes under this Resolution (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Resolution. Subject to the provisions of Section 12, all matured Notes presented to the Registrar for payment shall be paid without the necessity of further instructions from the District. Such Notes shall be cancelled as provided herein.

The principal or redemption price of the Notes shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, at the corporate trust office of the Registrar. The interest on each Note shall be payable by check on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register. Any accrued interest payable at maturity on a Note shall be paid upon presentation and surrender of such Note at the corporate trust office of the Registrar.

If the date for payment of the principal of or interest on any Note is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

10. Successor Registrars. The District covenants that at all times while any Notes are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Registrar for the Notes. The District reserves the right to change the Registrar for the Notes on not less than sixty (60) days' written notice to the Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Notes. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Resolution.

11. Special Record Date. If interest on any Note is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of record of an affected Note as of the close of business on the Business Day prior to the mailing of such notice.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Note is registered as the absolute Owner of such Note for the purpose of making and receiving payment of the principal of or interest on such Note and for all other purposes, whether or not such Note is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Note to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Notes remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in

accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Registrar to the District upon receipt by the Registrar of a written request therefor from the District. The Registrar shall have no liability to the Owners of the Notes by virtue of actions taken in compliance with this Section.

13. Registration, Transfer and Exchange. As long as any Notes remain Outstanding, the Registrar shall keep the Register at its corporate trust office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Notes in accordance with the terms of this Resolution.

Each Note shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Note in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Note or Notes of the same type, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Note or Notes so presented.

All Notes shall be exchangeable upon presentation and surrender thereof at the corporate trust office of the Registrar for a Note or Notes of the same type, maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Note or Notes presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Notes in accordance with the provisions of this Section. Each Note delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Note or Notes in lieu of which such Note is delivered.

The District or the Registrar may require the Owner of any Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Note. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

The Registrar shall not be required to transfer or exchange any Note called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Note called for redemption in part.

14. Book-Entry Only System. If the Notes are sold by public sale, the definitive Notes shall be initially issued in the form of a separate single fully registered Note for each of the maturities thereof. Upon initial issuance, the ownership of each such Note shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 16 hereof, all of the Outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution

with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word “Cede & Co.” in this Resolution shall refer to such new nominee of DTC.

With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (b) the delivery to any DTC Participant or any other person, other than a Noteholder, as shown on the Register, of any notice with respect to the Notes, or (c) the payment to any DTC Participant or any other person, other than a Noteholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Notes.

Except as provided in Section 16 of this Resolution, the District and the Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Register as the absolute Owner of such Note for the purpose of payment of principal of, premium, if any, and interest on Notes and other matters with respect to such Note, for the purpose of registering transfer with respect to such Note, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than an Owner shall receive a Note certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Resolution.

15. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, as long as any Notes are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Notes, and all notices with respect to such Notes shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

16. Successor Securities Depository; Transfer Outside Book-Entry Only System. If the Notes are sold by public sale, in the event that the District or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC and that it is in the best interest of the beneficial owners of the Notes that they be able to obtain certified Notes, the District or the Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (b) notify DTC of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Noteholders transferring or exchanging Notes shall designate, in accordance with the provisions of this Resolution.

17. Mutilated, Lost or Stolen Notes. Upon the presentation and surrender to the Registrar of a damaged or mutilated Note, the Registrar shall authenticate and deliver in exchange therefor a replacement Note of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a damaged or mutilated Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Note is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Note of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Note, before any replacement Note is issued, to:

- (a) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Note;
- (b) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of a replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the District and the Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Note, authorize the Registrar to pay such Note.

Each replacement Note delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

18. Cancellation of Notes. All Notes paid or redeemed in accordance with this Resolution, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment or redemption. The Registrar shall furnish the District with appropriate certificates of destruction of such Notes.

19. Redemption Prior to Maturity.

(a) The Notes shall be subject to optional redemption and mandatory sinking fund redemption as provided in the Officer's Pricing Certificate.

(b) Notes may be redeemed only in integral multiples of \$5,000 of principal amount. If a Note subject to redemption is in a denomination larger than \$5,000, a portion of such Note may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Notes for redemption, the Registrar shall treat each Note as representing that number of Notes of \$5,000 denomination which is obtained by dividing the principal amount of such Note by \$5,000. Upon surrender of any Note for redemption in part, the Registrar, in accordance with Section 13 hereof, shall authenticate and deliver in exchange therefor a Note or Notes of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Note so surrendered.

(c) Not less than thirty (30) days prior to a redemption date for the Notes, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each Owner of a Note to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which Notes are to be surrendered for payment and, if less than all Notes outstanding are to be redeemed, the numbers of Notes or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Notes or portions thereof to be redeemed. When Notes have been called for redemption in whole or in part and notice of redemption has been given as herein provided, the Notes or portions thereof so redeemed shall no longer be regarded to be Outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue after the redemption date on any Note or portion thereof called for redemption shall terminate on the date fixed for redemption.

20. Forms. The form of the Notes, including the Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Notes initially issued, shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions and variations as are necessary to conform such forms to the Officer's Pricing Certificate and as may be necessary or desirable and not prohibited by this Resolution.

21. Opinion of Bond Counsel; CUSIP. The approving opinion of Andrews Kurth LLP and Burney & Foreman, each of Houston, Texas, Co-Bond Counsel, and CUSIP Numbers may be printed on the Notes, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Notes.

22. Debt Service Fund; Pledge; Tax Levy.

(a) A special fund to be designated "Houston Independent School District Maintenance Tax Notes, Series 2015 Debt Service Fund" (the "Debt Service Fund") is

hereby created solely for the benefit of the Notes and shall be maintained by the District at an official depository bank of the District for as long as the Notes, or interest thereon, are outstanding and unpaid. The Debt Service Fund shall be kept separate and apart from all other funds and accounts of the District and shall be used only for paying the principal of and interest on the Notes. The proceeds from all ad valorem maintenance taxes levied, assessed and collected for and on account of the Notes authorized by this Resolution shall be deposited, as collected, in the Debt Service Fund. Money on deposit in the Debt Service Fund may, at the option of the District, be invested as permitted under Texas law, provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in the Debt Service Fund may be invested with other money of the District in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by the Debt Service Fund are held by or on behalf of the Debt Service Fund. Money in the Debt Service Fund may, to the extent necessary, be used to make any required payments to the federal government under the Code to assure that interest on the Notes is excludable from gross income for federal income tax purposes.

(b) Available funds of the District sufficient to provide for the payment of the interest on and principal of the Notes, as such interest comes due and such principal matures, are hereby pledged irrevocably to such payment. During each year while the Notes or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem maintenance tax upon all taxable property in the District, within the limits prescribed by law, sufficient, together with other available funds of the District, to pay the interest on the Notes as the same becomes due and to pay each installment of the principal of the Notes as the same matures, full allowance being made for delinquencies and costs of collection. Such taxes are hereby irrevocably pledged to the payment of the principal of and interest on the Notes.

(c) Unless the Officer's Pricing Certificate provides otherwise, there is hereby appropriated from funds currently on hand and available for such purpose an amount sufficient, taking into account any accrued interest received from the sale of the Notes, if any, to pay any debt service on the Notes due prior to receipt of taxes levied to pay such interest.

23. Sale; Purchase Contract; Ratings. The Notes shall be sold and delivered to the Purchaser at a price to be set forth in the Officer's Pricing Certificate and in accordance with the terms of the Purchase Contract (in the case of a private sale or private placement) or the winning bid (in the case of a public sale), which the Authorized Representative is hereby authorized and directed to execute on behalf of the District. The Authorized Representative, the President of the Board of Education, and all other officers, agents and representatives of the District are hereby

authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Notes.

(a) The President of the Board and the District's Superintendent, Chief Financial Officer and Controller, financial advisor and consultants are authorized hereby to take such actions as the Authorized Representative shall approve in seeking ratings on the Notes from Moody's Investors Service, Inc. and/or Standard & Poor's Ratings Services and such actions are hereby ratified and confirmed.

24. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series or sub-series of the Notes or other obligations of the District is the respective date on which such series or sub-series of the Notes or other obligations of the District is delivered against payment therefor.

"Net Sale Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Rebate Amount" has the meaning stated in Section 1.148-3 of the Regulations.

"Regulations" means the temporary or final Income Tax Regulations applicable to the Notes issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Notes.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Notes shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of or omit to use Gross Proceeds of the Notes or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the District shall, at all times after the Issue Date of any Note and prior to the last stated maturity of the Notes:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Notes and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the District shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3)

indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the final stated maturity or final payment of the Notes, directly or indirectly invest Gross Proceeds of the Notes in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The District shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Notes on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the District shall:

(i) account for all Gross Proceeds of the Notes (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The District may, however, to the extent permitted by law, commingle Gross Proceeds of the Notes with other money of the District, provided that the District separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Notes not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The District shall maintain a copy of such calculations for at least three years after the final Computation Date,

(iii) as additional consideration for the purchase of the Notes by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information

as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the District shall not, at any time after the Issue Date of the Notes and prior to the earlier of the final stated maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

(j) Not Hedge Bonds. The District will not invest more than 50 percent of the proceeds of the Notes in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Notes, the District will reasonably expect that at least 85 percent of the Net Sale Proceeds of the Notes would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

25. Use of Note Proceeds. Proceeds from the sale of the Notes shall be used for the purposes set out in Section 3 of this Resolution. Proceeds representing accrued interest, if any, shall be deposited to the Debt Service Fund and used to pay the first interest payment due on the Notes. Surplus proceeds of the issuance of the Notes, together with any remaining investment earnings on such proceeds, remaining after completion of the purposes for which the Notes are authorized shall be deposited to the Debt Service Fund.

26. Continuing Disclosure Undertaking.

(a) Annual Reports. If the Notes are sold by public offering and are subject to the Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule"), the District will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement authorized by Section 29 of this Resolution, being the information described in the Officer's Pricing Certificate. The District will update and provide this information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the District commissions an audit of

such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the District shall provide unaudited financial statements for the applicable fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB).

(b) The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Notes:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
- (vii) Modifications to rights of holders of the Notes, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Notes, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the District;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding paragraph

(12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with Section 29(a) of this Resolution by the time required by such Section.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Notes within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Texas law that causes Notes no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE UNLIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall comprise a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit

the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the District, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Notes in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Notes consent to such amendment or (b) a person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Notes. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes. If any such amendment is made, the District will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

27. Related Matters. To satisfy in a timely manner all of the District's obligations under this Resolution and the Purchase Contract, the President, Vice President and Secretary of the Board and all other appropriate officers, agents and representatives of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Notes, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the District's obligations under the Purchase Contract and this Resolution and to direct the transfer and application of funds of the District consistent with the provisions of this Resolution.

28. Resolution a Contract – Amendments. This Resolution shall constitute a contract with the Owners from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Note remains Outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Owners who own in the aggregate 51% of the principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Owners of Outstanding Notes, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Notes, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Notes, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Notes required to be held by Owners for consent to any such amendment, addition, or rescission.

When used with reference to the Notes, “Outstanding” shall mean, as of a particular date, all Notes theretofore and thereupon delivered pursuant to this Resolution except: (a) any Notes canceled by or on behalf of the District at or before such date; (b) any Notes defeased pursuant to the defeasance provisions of this Resolution or otherwise defeased as permitted by applicable law; and (c) any Notes in lieu of or in substitution for which a replacement Note shall have been delivered pursuant to this Resolution.

29. Official Statement. If sold by public sale, the Board hereby authorizes and approves, in connection with the sale of the Notes, the preparation and distribution of the Preliminary Official Statement in the initial offering and sale of the Notes and hereby authorizes the preparation of a final Official Statement containing such additional information and amendments as may be necessary to conform to the terms of the Notes, this Resolution, the Officer’s Pricing Certificate and the Purchase Contract for the Notes. The appropriate officials of the District are hereby authorized to sign such Official Statement and/or to deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Notes.

The Authorized Representative is hereby authorized to deem “final” the Preliminary Official Statement, except for the omission of no more than the information permitted by Subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission.

30. Power to Revise Form of Documents. That, notwithstanding any other provision of this Resolution, the President of the Board is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Resolution and in the form of the documents attached hereto as exhibits as, in the judgment of the President, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Notes by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Notes or such documents shall be subject to the prior approval of the Board.

31. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Notes or for any claim based thereon, or on this Resolution, against any official or employee of the District or any person executing any Notes.

32. Defeasance. The District may defease the provisions of this Resolution and discharge its obligation to the Owners of any or all of the Notes to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including (but not limited to) by depositing with the Registrar or with the Comptroller either:

(a) cash in an amount equal to the principal amount of and interest thereon to the date of maturity or earlier redemption, if any, or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment

quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption, if any;

provided, however, that if any of such Notes are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Resolution. Upon such deposit, such Notes shall no longer be regarded to be outstanding or unpaid. Any surplus amount not required to accomplish such defeasance shall be returned to the District.

33. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Resolution to be given to or filed with the District or the Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

District: Houston Independent School District
4400 West 18th Street
Houston, Texas 77092
Attention: Superintendent

Registrar: The Bank of New York Mellon Trust Company, National
Association
601 Travis Street, 18th Floor
Houston, Texas 77002
Attention: Corporate Trust Department

34. Legal Holidays. In any case where the date interest accrues and becomes payable on the Notes or principal of the Notes matures or the date fixed for redemption of any Notes or a Record Date shall be in the District a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the District a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the last business day of that calendar month.

35. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

36. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

37. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

38. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED this December __, 2015.

President, Board of Education
Houston Independent School District

ATTEST:

Secretary, Board of Education
Houston Independent School District

(SEAL)

Exhibit A – Form of Officer's Pricing Certificate

EXHIBIT A**FORM OF OFFICER'S PRICING CERTIFICATE****HOUSTON INDEPENDENT SCHOOL DISTRICT
MAINTENANCE TAX NOTES, SERIES ____**

THIS OFFICER'S PRICING CERTIFICATE is executed as of _____, _____, by an Authorized Representative of the Houston Independent School District (the "District") pursuant to the authorization contained in an order of the Board of Education, acting as the governing body of the District, adopted on December __, 2015 (the "Resolution"), authorizing the issuance of the captioned series of Notes and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Officer's Pricing Certificate shall have the meanings assigned to them in the Resolution.

1. Designation. The Notes shall be designated as the "Houston Independent School District Maintenance Tax Notes, Series ____."
1. Principal Amount, Maturity Amount, Numbers, Interest Rates and Maturities. The Notes shall be dated _____, 20____, and shall be issued in the total authorized principal amount of \$_____.

The Notes shall mature on _____ in each of the years and in the amounts set out in the following schedule:

<u>Note Number</u>	<u>Year of Maturity (_____)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1			
R-2			
R-3			

2. Optional Redemption. The Notes maturing on and after _____, 20____ are subject to optional redemption, in whole or, from time to time, in part on any date on or after _____, 20____ at a redemption price of par plus accrued interest. The Capital Appreciation Notes are not subject to redemption prior to maturity.
3. Mandatory Sinking Fund Redemption. The Notes maturing in the years _____ and _____ will be issued as term Notes (the "Term Notes") and shall be subject to the following mandatory redemption requirements:

TERM NOTES MATURING _____, _____

Mandatory Redemption Date (_____)	Principal Amount	Redemption Price
		100%
		100
		100
		100

TERM NOTES MATURING _____, _____

Mandatory Redemption Date (_____)	Principal Amount	Redemption Price
		100%
		100
		100
		100

To the extent that such Term Notes have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Notes so redeemed or purchased.

In lieu of mandatorily redeeming the Term Notes, the District reserves the right to purchase for cancellation Term Notes of the same maturity at a price no greater than the applicable redemption price of such Term Notes.

The Paying Agent/Registrar will select by lot the specific Term Notes (or with respect to Term Notes having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Notes required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Notes having the same maturity which have been purchased or redeemed by the District as follows, at least 45 days prior to the mandatory redemption date:

- (a) if the District directs the Paying Agent to purchase Notes with money in the debt service fund for the Notes (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Notes purchased will be made against the next mandatory redemption installment due, or

- (b) if the District purchases or redeems Notes with other available moneys, then the principal amount of such Notes will be credited against future mandatory redemption installments in any order, and in any annual amount, that the District may direct.

4. Purchase Price. The sale of the Notes is authorized pursuant to the Purchase Contract approved in the Resolution at the following price:

PRINCIPAL AMOUNT	\$ _____
Plus Original Issue Premium	_____
Less Underwriter's Discount	_____
PURCHASE PRICE	\$ _____

It is hereby found and declared that the sale of the Notes pursuant to the Purchase Contract at such price is on the best terms and at the best prices reasonably obtainable by the District.

Proceeds from the sale of the Notes shall be applied as follows:

- (i) An amount equal to accrued interest on the Notes, if any, shall be deposited into the Debt Service Fund;
- (ii) Proceeds in the amount of \$_____ shall be used to pay costs of issuance.
- (iii) Proceeds in the amount of \$_____ shall be used to pay underwriter's discount.
- (iv) Proceeds in the amount of \$_____ shall be used for the purposes set out in Section 3(i) of the Resolution.

Any proceeds of the Notes remaining after making all such deposits and payments shall be deposited into the Debt Service Fund and used to pay debt service on the Notes.

5. [It is hereby found, determined and declared that the statements and representations contained in the Preliminary Official Statement are true and correct in all material respects, to the best knowledge and belief of the Authorized Representative, and that, as of the date thereof, the Preliminary Official Statement is an official statement of the District with respect to the Notes that was deemed "final" by the Authorized Representative, except for the omission of no more than the information permitted by Subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission.]
6. Form of Note. Pursuant to Section 5 of the Resolution, the Form of Note as set forth in Attachment 1 hereto is hereby approved and supersedes the Form of Note set forth in the Resolution.

8. Pursuant to Section 28 of the Resolution, the District shall provide [INSERT (a) TERMS AND CONDITIONS OF CONTINUING DISCLOSURE UNDERTAKING IN SATISFACTION OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12 OR (b) STATEMENT OF RULE 15C2-12 EXEMPTION AND ANY INFORMATION TO BE PROVIDED TO THE PURCHASER IN LIEU THEREOF.]
9. Pursuant to Sections 2 and 5 of the Resolution, we hereby further find and determine that:
 - (a) the maximum principal amount of the Notes equals \$_____, which does not exceed \$200,000,000;
 - (b) the net effective interest rate on the Notes is _____%, which does not exceed 4.50%; and
 - (b) the maximum maturity of the Notes is _____, which is not later than 20 years from the date of the Notes.
10. The undersigned hereby find, determine and declare, that in accordance with the requirements of the Resolution, this Officer's Pricing Certificate complies with and satisfies the terms and provisions of the Resolution in accordance with the delegation contained therein.

WITNESS MY HAND this _____, _____.

Authorized Representative
Houston Independent School District

ATTACHMENT 1 TO OFFICER'S PRICING CERTIFICATE

FORM OF NOTE

United States of America
State of Texas

NUMBER
R-2¹
REGISTERED

PRINCIPAL AMOUNT
\$ _____
REGISTERED

HOUSTON INDEPENDENT SCHOOL DISTRICT
MAINTENANCE TAX NOTE
SERIES _____

INTEREST RATE²:
%

[DATED/ISSUANCE]
DATE

MATURITY DATE³:
_____, ____

CUSIP²:

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

HOUSTON INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Note at the corporate trust office of _____, National Association, or its successor (the "Registrar"), the Principal Amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the [Dated/Issuance] Date specified above, or the most recent interest payment date to which interest

2 Initial Note shall be numbered T-1.

3 Omitted from the Initial Note.

has been paid or duly provided for.⁴ Interest on this Note is payable semiannually on _____⁵ and _____⁴ of each year until maturity, beginning _____, 20__⁴, by check mailed to the Registered Owner of record as of the last business day of the month next preceding each interest payment date, to the address of such owner as shown on the books of registration kept by the Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Note at the corporate trust office of the Registrar.

THIS NOTE is one of a duly authorized issue of notes, aggregating \$_____⁴ (the "Notes") issued for the purpose of providing funds for any lawful maintenance expense of the District, including repair, rehabilitation, renovation and equipping of existing school facilities, and paying the costs of issuing the Notes pursuant to a resolution adopted by the Board of Education of the District on October __, 2015 (the "Resolution"), and the authority of Section 45.108, Texas Education Code, and Chapter 1371, Texas Government Code.

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem the Notes maturing on _____, 20__, and thereafter prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000 on _____, 20__, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption.

[THE NOTES MATURING ON _____, 20__ (the "Term Notes") are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of such Term Notes or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

Mandatory Redemption Date (_____)	Principal Amount	Redemption Price
_____	_____	_____

- 4 The first sentence of the Initial Note shall read as follows:

HOUSTON INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the maturity dates specified below, upon presentation and surrender of this Note at the corporate trust office of The Bank of New York Mellon Trust Company, National Association, or its successor (the "Registrar"), the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Officer's Pricing Certificate], payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the [Dated/Issuance] Date specified above, or the most recent interest payment date to which interest has been paid or duly provided for.

- 5 To be completed in accordance with the Officer's Pricing Certificate.

TO THE EXTENT THAT such Term Notes have been previously called for redemption or purchased and retired in part and otherwise than from scheduled mandatory redemption payments, future mandatory redemption payments may be reduced by the principal amount of such Term Notes so redeemed or purchased.

IN LIEU OF MANDATORILY REDEEMING the Term Notes, the District reserves the right to purchase for cancellation Term Notes of the same maturity at a price no greater than the applicable redemption price of such Term Notes.

THE PAYING AGENT/REGISTRAR will select by lot the specific Term Notes (or with respect to Term Notes having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Notes required to be redeemed on any redemption date pursuant to the foregoing mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Notes having the same maturity which have been purchased or redeemed by the District as follows, at least 45 days prior to the mandatory redemption date:

(a) if the District directs the Paying Agent to purchase Term Notes with money in the debt service fund for the Notes (at a price not greater than par plus accrued interest to the date of purchase), then a credit of 100% of the principal amount of such Term Notes purchased will be made against the next mandatory redemption installment due, or

(b) if the District purchases or redeems Term Notes with other available moneys, then the principal amount of such Term Notes will be credited against future mandatory redemption installments in any order, and in any annual amount, that the District may direct.]

NOT LESS THAN THIRTY (30) DAYS prior to a redemption date, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each registered owner of a Note to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Registrar at the close of business on the business day next preceding the date of mailing. When Notes or portions thereof have been called for redemption and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Notes or portions thereof called for redemption shall terminate on the date fixed for redemption.

THIS NOTE IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS NOTE IS EXCHANGEABLE at the corporate trust office of the Registrar for Notes in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

THE REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Note called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Note called for redemption in part.

THIS NOTE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Note (i) is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon or (ii) is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Note, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Resolution.

THE DISTRICT has covenanted in the Resolution that it will at all times provide a legally qualified registrar for the Notes and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Note have been performed, exist and have been done in accordance with law; that the Notes do not exceed any constitutional or statutory limitation; and that available funds of the District sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been pledged irrevocably for such payment, which funds include the District's annual ad valorem maintenance tax, which has been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the District.

IN WITNESS WHEREOF, this Note has been signed with the manual or facsimile signature of the President or Vice President of the Board of Education of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Education of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this Note.

(SEAL)

HOUSTON INDEPENDENT SCHOOL
DISTRICT

[Vice] President, Board of Education

[Assistant] Secretary, Board of Education

FORM OF REGISTRATION CERTIFICATE
OF COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this note has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts of the
State of Texas

(SEAL)

* * * * *

FORM OF REGISTRAR'S AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

It is hereby certified that this note has been delivered pursuant to the Resolution described in the text of this Note, in exchange for or in replacement of a note, notes or a portion of a note or notes of an issue of notes which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent Registrar

By: _____
Authorized Signature: _____
Date of Authentication: _____

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____
Signature Guaranteed: _____ Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Finance
Kenneth Huewitt, Deputy Superintendent and Chief Financial Officer

SUBJECT: AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND A LEASE AGREEMENT WITH 6400 SOUTHWEST FREEWAY, LTD., FOR CLASSROOM SPACE FOR LIBERTY HIGH SCHOOL

On September 9, 2004, the Houston Independent School District (HISD) Board of Education approved the establishment of a newcomers charter school (Liberty High School) to provide an intensive English-acquisition program for young adult learners. The school is currently leasing 11,840 square feet in a facility located at 6400 Southwest Freeway, Suite A, Houston, Texas 77075. The current lease term is for five years and will expire December 19, 2015. In order to continue operations at the current location, the district will need to renew the lease for this facility.

The lease space is of adequate size for the district's classroom needs. However, an additional 1,100 square feet is needed for storage space. The square footage needed for storage will be added to the square footage of classroom space for a total lease space of 12,940 square feet. The current lease rate is \$0.95 per square foot per month, plus \$0.30 per square foot per month for common area maintenance (CAM) charges including utilities and operating expenses, as well as \$1,000 per month for water usage. Negotiations with the current owner have resulted in the owner agreeing to enter into a new five-year agreement at a slightly higher rate of \$1.00 per square foot per month, plus \$0.30 per square foot per month for CAM charges, as well as \$1,000 per month for water usage.

The new lease will be for up to a five-year term with the district having a yearly cancellation option. The cancellation option shall include payment of the remainder of the annual rental plus payment of one additional month's rental, CAM and water charges.

COST/FUNDING SOURCE(S): The cost for this recommended action will be \$17,822 per month and will be funded by general funds (GF1 51-6268 324-99-S1 112).

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and is aligned to Core Initiative 4: Data-Driven Accountability.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education authorizes the superintendent of schools or a designee to negotiate, execute, and amend a lease agreement with 6400 Southwest Freeway, Ltd., for classroom space for Liberty High School, effective December 11, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: ADOPTION OF A RESOLUTION TO SUSPEND PORTIONS OF EIE(LOCAL), ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION FOR THE 2015–2016 SCHOOL YEAR

Previous Texas Commissioner of Education Michael Williams notified Texas school districts in March 2015 of significant changes to the state's student assessment testing calendar for the 2015–2016 school year. The changes impact testing dates for most of the 2016 State of Texas Assessments of Academic Readiness (STAAR) grades three through eight assessments. Specifically, the STAAR administration dates for the following grade levels and subjects were moved from April to May:

- grades three, four, six, and seven mathematics and reading
- grades five and eight math and reading retest
- grades five and eight science
- grade eight social studies

The Houston Independent School District (HISD) administration supports the testing calendar changes as they provide students with greater opportunities for learning through additional time for instruction and the elimination of one week of testing from the overall test administration schedule.

However, the later testing dates will alter report dates for STAAR results. HISD expects to receive reports for the May 2016 (second administration) STAAR grades five and eight mathematics and reading assessments by May 31, 2016. Reports for all other 2016 STAAR tests for grades three through eight are expected by June 15, 2016.

Because of this delay in reporting of STAAR test results for grades three, four, six and seven in mathematics and reading until June 15, 2015, the HISD Board of Education is requested to approve the suspension of a portion of EIE(LOCAL), specifically paragraph 2b at PROMOTION STANDARDS which pertains to the use of STAAR data in grade-level promotion or retention decisions, requiring that students shall:

“b. At grades 3 through 8, meet the state’s passing standards on the state-administered criterion-referenced assessment in reading and mathematics.”

No local policy suspension is requested for grades five and eight because the Texas Education Code §28.0211, also known as the Student Success Initiative (SSI), supersedes local policy. SSI requires fifth- and eighth-grade students to meet the passing standard on STAAR in mathematics and reading in order to be promoted to the next grade level. Reports of those test results are expected by May 31, 2016, in time to

make promotion/retention decisions as well as decisions about student participation in accelerated instruction/summer school.

A copy of EIE(LOCAL) is attached; the highlighted text reflects the portion of the policy that is requested to be suspended for the 2015–2016 school year.

Also attached is a copy of the resolution.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 5: Improve Public Support and Confidence in Schools, and Goal 6: Create a Positive District Culture, and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES NOT REQUIRE CONSULTATION.

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the Board of Education adopts a resolution to suspend portions of EIE(LOCAL), Academic Achievement: Retention and Promotion for the 2015–2016 school year, effective December 11, 2015.

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

GENERAL GUIDELINES Promotion, grade-level advancement, and course credit shall be based on mastery of the curriculum and compliance with attendance requirements adopted by the Board. [See also FEC(LOCAL)] Expectations and standards for promotion without mandatory interventions shall be established for each grade level, content area, and course, and shall be coordinated with compensatory, intensive, and/or accelerated services. Decisions on promotion without mandatory interventions shall be based on grades, performances on state-administered assessment instruments, and performances on norm-referenced assessments. [See EHBC(LEGAL), (LOCAL), the Elementary School Guidelines, and the Secondary School Guidelines]

The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

**STUDENTS
RECEIVING
SPECIAL
EDUCATION
SERVICES**

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

**PROMOTION
STANDARDS**

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluations aligned to District curricular standards shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade and shall signify mastery of the skills necessary for success at the next level.
2. Students shall:
 - a. At grades 1 and 2, meet the District's passing standards on the District-administered criterion-referenced assessment.
 - b. At grades 3 through 8, meet the state's passing standards on the state-administered criterion-referenced assessment in reading and mathematics.

**MANDATORY
INTERVENTION**

Mandatory intervention shall be required during the following year if a student does not meet promotion standards at the end of the spring semester. Such interventions shall also be required for students scoring below the 40th percentile in total reading (grades 1–8) and total mathematics (grades 4–8) on the District-administered norm-referenced assessments.

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

POTENTIAL
INTERVENTIONS

Potential interventions include, but are not limited to:

1. Small group instruction (30–45 minutes) with progress monitoring.
2. One-on-one tutorials.
3. Use of varied texts and supplementary materials.
4. Multiple and flexible grouping activities for differentiated instruction.
5. Use of technology to allow students to access and manipulate content in multiple ways.
6. Opportunities for students to respond to assignment in a variety of ways.
7. Instructional assignments broken down into smaller chunks to focus on mastery.
8. Additional assignments that address student needs based on data for more time on task.
9. Double blocked class for extensive instruction.
10. TAKS preparation during or after school.
11. Peer tutoring.
12. Mentors assigned to students.
13. Computer-based instruction on campus.

CLASSIFICATION—
HIGH SCHOOL
STUDENTS

Grade-level advancement for students in grades 9–12 shall be earned by course credits. Changes in grade-level classification shall be made at the beginning of the fall semester and may be made again at the beginning of the spring semester. [See EI]

High school students shall be classified annually on the basis of earned credits and course completion, as follows:

Grade Level	Credits earned
9	0 – 5.5
10	6 – 11.5
11	12 – 17.5
12	18 and over

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

ACCELERATED
INSTRUCTION

Accelerated instruction must be provided to students who do not meet promotion standards at the end of the spring semester and require mandatory intervention and students who fail to demonstrate proficiency on a state-mandated assessment. Mandatory intervention plans shall be designed to enable the student to perform at the appropriate grade level at the conclusion of the next school year.

Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.

GRADE
ADVANCEMENT
TESTING

Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District's local standards for mastery and promotion.

DEFINITION OF
'PARENT'

For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]

ALTERNATE
ASSESSMENT
INSTRUMENT

The District shall use the statewide assessment instrument for the third testing opportunity for students in grades and subjects designated by the state.

STANDARDS FOR
PROMOTION UPON
APPEAL

If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity in the grades designated by the state, the GPC shall review all facts and circumstances in accordance with the law.

The student shall not be promoted unless:

1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and
2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

TRANSFER
STUDENTS

Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan. The administration shall provide an annual report to the Board of Education on committee decisions.

When a student in a grade designated by the state transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after one testing opportunity, the District shall provide appropriate accelerated instruction prior to the next state-designated testing date. This provision shall apply to students who missed a testing opportunity, were absent, or otherwise do not have valid test results.

When a student in a grade designated by the state transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene to address the student's needs. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.

If a parent initiates an appeal for promotion when a student in a grade designated by the state transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion. [See EIE(LEGAL)]

**RESOLUTION
OF THE BOARD OF EDUCATION TO SUSPEND PORTIONS OF EIE(LOCAL),
ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION, FOR THE 2015–2016
SCHOOL YEAR**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Section 28.0211 of the Texas Education Code states that a student may not be promoted to the sixth-grade program which would otherwise be assigned if the student does not perform satisfactorily on the fifth-grade mathematics and reading assessment instruments under Section 39.023; or the ninth-grade program to which the student would otherwise be assigned if the student does not perform satisfactorily on the eighth-grade mathematics and reading assessment instruments under Section 39.023;

WHEREAS, the Houston Independent School District EIE(LOCAL) policy requires students in grades three through eight meet the state's passing standards on the state-administered criterion-referenced assessment in reading and mathematics;

WHEREAS, the Commissioner of Education has modified the state's student assessment testing calendar thereby delaying reporting of test results on the state-administered criterion-referenced assessment for grades three, four, six and seven until June 15, 2016;

NOW THEREFORE BE IT RESOLVED that the Houston Independent School District Board of Education shall suspend for the 2015–2016 school year only the portions of EIE(LOCAL) that require students in grades three, four, six and seven to meet the state's passing standards on the state-administered criterion referenced assessment in reading and mathematics.

PASSED, APPROVED and ADOPTED this _____ day of December, 2015.

Rhonda Skillern-Jones, President
Board of Education
Houston Independent School District

Attest:

Paula Harris, Secretary
Board of Education
Houston Independent School District

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Finance
Kenneth Huewitt, Deputy Superintendent and Chief Financial Officer

**SUBJECT: PROPOSED REVISION TO BOARD POLICY CH(LOCAL),
PURCHASING AND ACQUISITION—SECOND READING**

Procurement Services recommends that board policy CH(LOCAL), which pertains to purchasing and acquisition, be revised to remove the cap on the superintendent's authority to approve emergency purchases and/or repairs.

The recommendation to expand the superintendent's authority to approve emergency purchases and repairs is based on past experience indicating that the current limit of \$100,000 prevents the district from expeditiously completing all necessary emergency purchases and repairs due to lack of quick access to adequate funds. Emergency purchases and/or repairs can run as high as several million dollars, depending upon the nature and scope of the emergency. For example, recently the Houston Independent School District (HISD) experienced flooding damage at one campus, and the collapse of a school roof; the \$100,000 limit was inadequate to fund the cost of addressing these emergency events.

CLB6(REGULATION) defines an emergency as:

"A serious and obvious threat to a student's or employee's health, welfare, or safety; [and] A serious and obvious threat to the operation of...HISD...schools or facilities in executing the District's legal responsibilities to the public and for the persons or property in its legal area, custody, or control."

When the emergency criteria are met, the district could be faced with the need to quickly authorize work that would exceed the current \$100,000 limit in order to return the school district back to normal operations as soon as possible. The requested expansion of the superintendent's authority provides the necessary flexibility to address the needs of the district.

Approval of this agenda item revising CH(LOCAL) does not remove the requirement that the superintendent provide the Board of Education, in the next regular scheduled board meeting, with a complete accounting and ratification of the actions taken in order to restore operations.

The Board recognizes that the safety of district students and staff is of paramount importance. Section 44.0312(c) of the Texas Education Code authorizes the delegation of authority to the superintendent "to contract for the replacement, construction, or repair of school equipment or facilities...if emergency replacement, construction, or

repair is necessary for the health and safety of district students and staff.” Expansion of the superintendent’s authority, beyond the current \$100,000 cap, is reasonable, necessary, and consistent with the mission of the district.

The proposed changes are noted in the attached revised policy.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and aligns to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education approves the proposed revisions to Board Policy CH(LOCAL), *Purchasing and Acquisition*, on second reading, effective December 11, 2015

PURCHASING AND ACQUISITION

CH
(LOCAL)

BUSINESS
DEVELOPMENT AND
ASSISTANCE

In accordance with the District's Affirmative Action Policy adopted on October 21, 1988, all purchases shall follow the guidelines specified in the *Business Assistance Plan for Houston ISD* document. The goal level for minority/women business enterprises shall be set at 20 percent for purchases of material, supplies, and equipment and at 15 percent for construction-related projects. For professional service contracts, the goal level shall be set by the using department and the Business Development and Assistance Department in the range of 25–35 percent. A copy of the Special Conditions for Minority/Women Business Enterprises - Purchasing or Construction shall be included in all purchasing bid documents for bids over \$10,000 and greater than \$25,000 for construction and professional services.

The Procurement Services and Business Development and Assistance Departments shall actively foster relationships with minority/women business enterprises to improve the business climate and the quality of life in the community as well as sound procurement.

[See the Finance Procedures Manual for additional information regarding purchasing and acquisition]

PURCHASING
AUTHORITY

The Superintendent or designee shall have the authority to determine the method of purchasing to be used, in accordance with CH (LEGAL), and to make budgeted purchases unless:

1. State law requires the Board to make or approve a purchase, or
2. The purchase costs or aggregates to a cost of at least \$100,000, an amount that shall require Board approval.

No employee other than the Superintendent or designee shall be authorized to sign contracts that obligate the District. Specific authority delegated to any designee shall be in accordance with administrative regulation CH(REGULATION).

EMERGENCY
PURCHASES

The Board delegates to the Superintendent authority for approving emergency purchases and/or repairs, ~~in amounts up to \$100,000,~~ provided that any such items are presented to the Board at its next regular scheduled meeting for ratification. [See also CH(LEGAL), CV(LOCAL)]

PURCHASES VALUED
AT OR ABOVE \$50,000

All District contracts valued at \$50,000 or more shall be made in accordance with the methods permitted by Education Code 44.031(a). [See CH(LEGAL)]

COMPETITIVE
BIDDING

If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. The bid

PURCHASING AND ACQUISITION

CH
(LOCAL)

shall be advertised in accordance with Education Code 44.031(g). [See CH(LEGAL)] All bids shall be submitted in sealed envelopes, plainly marked with the name of the bidder and the time of opening. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District reserves the right to reject any and all bids.

COMPETITIVE SEALED
PROPOSALS

If competitive sealed proposals are chosen as the procurement method, the Superintendent or designee shall prepare the request for proposals and/or specifications for items to be purchased. The proposal shall be advertised in accordance with Education Code 44.031(g). All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposer and the time of opening. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time for opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District reserves the right to reject any and all proposals.

RESPONSIBILITY FOR
DEBTS

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted Board policy and current administrative procedures. The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases shall assume full responsibility for all such debts.

PURCHASE
COMMITMENTS

All purchase commitments shall be made by the Superintendent or designee on a properly drawn and issued purchase order, in accordance with administrative regulations.

PERSONAL
PURCHASES

District employees shall not be permitted to purchase supplies or equipment for personal use through the District's business process.

CHANGE ORDERS
AND AMENDMENTS

A change order allowance for any contract requires prior Board approval and in no case will the cumulative total change order allowance(s) exceed thresholds established by state law.

SOLE SOURCE
CONTRACTS

Prior to entering into sole source negotiations, the Superintendent or designee shall make a determination that sole source goods or services procurement is necessary in accordance with Education Code 44. [See CH(LEGAL)]

For sole source purchases greater than \$50,000, notice of the intent to enter into negotiations with the sole source vendor shall be

PURCHASING AND ACQUISITION

CH
(LOCAL)

noticed publicly, such as publishing on the District's Web site and on bid notification forums used by the District for advertising competitive bids, at least seven days prior to presenting the item for Board of Education approval. The notice shall include the title and brief description of the goods or services procured, the name of the proposed vendor, and a summary of the sole source determination.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Finance
Kenneth Huewitt, Deputy Superintendent and Chief Financial Officer

SUBJECT: PROPOSED REVISION TO BOARD POLICY CV(LOCAL), FACILITIES CONSTRUCTION—SECOND READING

Procurement Services recommends that board policy CV(LOCAL), which pertains to facilities construction, be revised to remove the cap on the superintendent's authority to approve emergency repairs of equipment. Essentially, this agenda item is a companion policy revision to CH(LOCAL), and is needed for the same reasons.

The recommendation to expand the superintendent's authority to approve emergency repairs of equipment is based on past experience indicating that the current limit of \$100,000 prevents the district from expeditiously completing all necessary emergency repairs of equipment due to lack of quick access to adequate funds. Emergency repairs of equipment can run much more than \$100,000, depending upon the nature and scope of the emergency.

CLB6(REGULATION) defines an emergency as:

“A serious and obvious threat to a student's or employee's health, welfare, or safety; [and] A serious and obvious threat to the operation of...HISD...schools or facilities in executing the District's legal responsibilities to the public and for the persons or property in its legal area, custody, or control.”

When the emergency criteria are met, the district could be faced with the need to quickly authorize work that would exceed the current \$100,000 limit in order to return the school district back to normal operations as soon as possible. The requested expansion of the superintendent's authority provides the necessary flexibility to address the needs of the district.

Approval of this agenda item revising CV(LOCAL) does not eliminate the requirement that the superintendent provide the Board of Education, in the next regular scheduled board meeting, with a complete accounting and ratification of the actions taken in order to restore operations.

The Board recognizes that the safety of district students and staff is of paramount importance. Section 44.0312(c) of the Texas Education Code authorizes the delegation of authority to the superintendent “to contract for the replacement, construction, or repair of school equipment or facilities...if emergency replacement, construction, or repair is necessary for the health and safety of district students and staff.” Expansion of

the superintendent's authority, beyond the current \$100,000 cap, is reasonable, necessary, and consistent with the mission of the district.

The proposed changes are noted in the attached revised policy.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 4: Increase Management Effectiveness and Efficiency and aligns to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education approves the proposed revisions to Board Policy CV(LOCAL), *Facilities Construction*, on second reading, effective December 11, 2015

FACILITIES CONSTRUCTION

CV
(LOCAL)

COMPLIANCE WITH LAW	The Superintendent shall be responsible for establishing procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.
PROFESSIONAL SERVICES	The administration shall recommend employment of such professional services as needed for architectural and engineering design and appraisals, soil analyses, construction testing services, planning, and for other specific job requirements. Fees shall be established at the time of employment and shall be no more than the prevailing rate for such services.
EMERGENCY REPAIRS	The Board delegates to the Superintendent authority for approving emergency repairs of equipment in amounts of up to \$100,000 , provided that any such items are presented to the Board at its next meeting for ratification. [See CH(LEGAL) and (LOCAL)]
CONSTRUCTION CONTRACTS	<p>For each construction contract valued at or above \$50,000, the Superintendent shall recommend to the Board the project delivery/contract award method that he or she determines provides the best value to the District. [See CH(LEGAL) and (LOCAL) and CV series]</p> <p>The Board may approve one or more general construction delivery methods for all projects subject to approval of alternate methods for individual projects.</p> <p>For construction valued at or above \$50,000, the Superintendent shall submit the required contracts to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See CH(LEGAL) and (LOCAL)]</p> <p>The Board may approve one or more general construction delivery methods for all projects subject to approval of alternate methods for individual projects.</p>
PROJECT ADMINISTRATION	<p>All construction projects shall be administered by the Superintendent or designee.</p> <p>The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public. [See CH series]</p>
CHANGE ORDERS	Change orders allowances shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.
FINAL PAYMENT	Final payments for construction work and/or the supervision of such work in the District shall not be made until the work has been

FACILITIES CONSTRUCTION

CV
(LOCAL)

completed and accepted by the Officer, Construction and Facility Services or designee, and all releases of liens have been provided confirming payment to subcontractors.

BOND OVERSIGHT
COMMITTEE

The Bond Oversight Committee encourages greater accountability, transparency, public support, and confidence in the effective and efficient use of bond proceeds. The committee's charge, as outlined in the committee charter [see CV5(REGULATION)], is to monitor all applicable bond-funded construction projects and help interested Houstonians stay informed about new construction and renovation projects in the District.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Academic Services
Andrew G. Houlihan, Chief Academic Officer

**SUBJECT: PROPOSED REVISIONS TO BOARD POLICY EHBB(LOCAL),
SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS—
SECOND READING**

In an effort to ensure that all students are receiving equitable access to Gifted and Talented (GT) services, the Houston Independent School District (HISD) is amending the local policy on GIFTED AND TALENTED STUDENTS.

The suggested revisions to Board Policy EHBB(LOCAL) are as follows:

- Add a section on NOMINATIONS that allows teachers, counselors, and parents to nominate students for GT testing in the event that they believe the student may qualify for services.
- Add a section at GIFTED EDUCATION PLAN (GEP) to define the content, expectations, and purpose of a GEP.
- Add a section on RESPONSIBILITIES OF GT COMMITTEE to define duties and responsibilities of campus committees including a section requiring campuses to develop a GEP for all students who receive GT services.
- Add a section on COMMITTEE MEMBERS to define membership on the campus committees.
- Add a section on COMMITTEE MEETING to define frequency and purpose of the GT Committee meeting.
- Add a section on NOTIFICATION to include expectations for communicating with parents and guardians about their student's GT status.
- Revise the section on REASSESSMENT to indicate that students identified as GT shall not be subject to retesting.
- Revise the section on EXITING OF STUDENTS FROM PROGRAM SERVICES to indicate that a student may only be exited from GT services at the request of his or her parent.
- Revise the section on PROGRAM DESIGN to include learning opportunities in the areas of creativity, the arts, and leadership.
- Revise the section on FAMILY-COMMUNITY INVOLVEMENT to ensure that all stakeholders have access to information about GT testing/services.

The proposed changes are indicated in the attached revised policy.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 1: Increase Student Achievement and HISD Goal 5: Improve Public Support and Confidence in Schools, and is aligned to Core Initiative 2: Effective Principal in Every School and Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education approves the proposed revisions to Board Policy EHBB(LOCAL), *Special Programs: Gifted and Talented Students*, on second reading, effective December 11, 2015.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

ADVANCED
ACADEMICS (GIFTED /
TALENTED) PROGRAM

The District believes that every student deserves a stimulating curriculum and the opportunity to excel; therefore, a comprehensive advanced academics program shall be provided to any student in kindergarten–grade 12 who meets the statutory definition of “gifted and talented student.” [See EHBB(LEGAL)]

NOMINATION

Any District-enrolled student may be nominated at any time for the District’s gifted and talented (GT) program by the following persons: teachers, counselors, and parents of children in kindergarten through grade 12.

STUDENT
ASSESSMENT AND
IDENTIFICATION

The District believes that application and assessment procedures should be consistent, credible, and uniformly applied to all students. Instruments and procedures used to assess students for program services shall measure diverse abilities and intelligences and provide students with an opportunity to demonstrate their talents and strengths.

Written procedures include provisions regarding the appeals of District decisions on program placement, furlough, and transfer of students.

Written documentation shall be disseminated to all parents and shall include the following:

1. Procedures on student identification for ~~GT~~ gifted and talented programs; and
2. Additional provisions regarding furloughs, ~~reassessment, exiting of students from program services,~~ transfer students, and appeals of District decisions regarding program placement.

DEFINITION

GIFTED
EDUCATION PLAN

The term “gifted education plan” (GEP) means a written statement for each student who qualifies for gifted education that includes:

1. A statement of the student’s present levels of academic achievement;
2. A description of how the student’s education will be differentiated based on GT identification results, and past academic performance; and
3. A statement of the curricular modifications or supports for school personnel that will be provided for the student.

GT COMMITTEE

A campus shall have a GT committee for the purpose of implementing the District’s GT programs in accordance with 19 Texas Administrative Code 89.1 and Board policy. The responsibilities of the campus GT committee include:

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

RESPONSIBILITIES

1. Determination of eligibility for services under the GT label based on District-established criteria; and
2. Development of the student's GEP.

Written procedures include provisions regarding the appeals of District decisions on program placement, reassessment, furlough, exiting students from services, and transfer of students.

Appeals of District decisions regarding program placement shall be in accordance with FNG(LOCAL) as well as the Elementary and Secondary School Guidelines.

COMMITTEE
MEMBERS

A campus shall ensure that each GT committee meeting includes all of the following:

1. At least ~~three~~two local-campus certified educators who have received training in the nature and needs of gifted students; and
2. At least one campus-based administrator.

COMMITTEE
MEETINGS

A campus shall initiate and conduct GT committee meetings for the purposes of developing, reviewing, and revising the GEP of a child who qualifies for gifted education. The committee shall review each child's GEP, and, if appropriate, revise it. A meeting must be held for this purpose at least once a year until the student is in grade eight.

A "meeting" does not include informal or unscheduled conversations involving District personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provisions if those issues are not addressed in the child's GEP.

NOTIFICATION

Parents and students shall be notified in writing of selection or rejection for the gifted program. Participation in any program or services provided for gifted students is voluntary. The District shall obtain written permission from a parent before a student is placed in a gifted program.

REASSESSMENTS

The District shall not perform routine reassessments, unless requested by a parent or guardian. The District shall reassess students at grade 5 to ensure placement in gifted and talented middle school programs based on District guidelines.

TRANSFER STUDENTS
OUT-OF-DISTRICT

When a student identified as gifted by a previous school district transfers into the District, the student's records shall be reviewed by the District's gifted/talented office, with a recommendation forwarded to the campus selection committee to determine if placement in the District's program for GT students is appropriate.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

The committee shall make its determination within 30 days of receiving GT transfer records and shall base its decision on the recommendation of the GT office and the collection of additional screening criteria as needed. Parents shall be notified in writing of the placement decision.

INTRADISTRICT

Intradistrict transfer students who have been identified as GT according to established District criteria shall continue in the program on the campus to which they transfer.

FURLOUGHS

The following guidelines regarding furloughs shall apply:

1. Furloughs may be granted on an "as-needed" basis. A request with a specific time line for a furlough must be submitted in writing to the campus Vanguard coordinator.
2. If a furlough is granted, space will be reserved for the student with a one-school-year maximum.
3. Furloughs are considered on a case-by-case basis and may include, but are not limited to, the following: custody issues, divorce, parent/guardian sabbatical leave, foreign exchange programs, medical problems, and the like.

EXITING OF
STUDENTS FROM
PROGRAM SERVICES

Students may only be exited from gifted and talented services at the request of their parents.

The following shall apply:

A conference shall be conducted with the parent/guardian regarding the student's performance in the Vanguard program.

A District-approved growth plan shall be completed during the conference to help the student meet program expectations.

Growth plan specifics include:

- a. Student's responsibilities for improvement;
- b. School personnel's responsibilities for helping the student to improve; and
- c. Parent's/guardian's responsibilities for helping the student to improve.

The designated time for reevaluation should not be less than one grading period.

At the designated time, an evaluation of the student's progress will be made to determine one of the following recommendations for the student:

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

~~If the objectives and goals of the growth plan have been met, continuation in the Vanguard program will be recommended;~~

~~An extension or modification will be made to the recommended growth plan including a designated time for reevaluation; or~~

~~If attempts to achieve the goals of the growth plan have not been successful, a recommendation will be made to remove the student from the Vanguard program and return him or her to the regular educational program.~~

MAGNET / VANGUARD
TRANSFERS

See current provisions on transfers to Vanguard programs in policy FDB(LOCAL).

PROGRAM DESIGN

The District believes that gifted/talented GT programs are important and necessary in order to meet the special educational needs of gifted/talented GT students. A flexible system of viable program options that provides a learning continuum and reinforces the strengths, needs, and interests of gifted/talented students will be established to:

1. Provide an array of learning opportunities commensurate with the abilities of gifted/talented GT students and emphasize content in the four core academic areas; as well as the areas of creativity, the arts, and leadership.
2. Provide services during the school day as well as the entire school year; and
3. Provide program options enabling gifted/talented GT students to work together as a group, work with other students, and work independently during the school day.

CURRICULUM AND
INSTRUCTION

Every student deserves a stimulating curriculum and the opportunity to excel; therefore, curriculum and instruction for gifted students shall be modified in the depth, complexity, and pacing from the general school program and shall provide:

1. An array of appropriately challenging learning experiences for gifted/talented GT students in kindergarten–grade 12 that emphasize content from the four core academic areas; and
2. A continuum of learning experiences that lead to the development of advanced-level products and/or performances.

PROFESSIONAL
DEVELOPMENT

All personnel involved in the planning, developing, and delivering of services to gifted students shall meet the statutorily mandated staff-development requirements.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

District teachers who provide instruction and services for gifted students must receive annually six hours of professional development in gifted education, as required by law. [See EHBB(LEGAL)]

FAMILY-COMMUNITY
INVOLVEMENT

The District shall ensure that information about the District's GT program is available to parents and community members.

The District shall continue to encourage community and family participation in services designed for ~~gifted/talented~~ GT students through:

1. Written policies on student identification and curriculum that are disseminated to parents; and
2. Programs that are evaluated annually with the data used to modify and update District plans; and
3. Access to exemplar curriculum, as well as real time access.

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

Office of Student Support
Mark Smith, Chief Student Support Officer

SUBJECT: PROPOSED REVISIONS TO BOARD POLICY FO(LOCAL), STUDENT DISCIPLINE—SECOND READING

Board Policy FO(LOCAL) codifies general guidelines and procedures through which student discipline is carried out. To promote consistency with the Houston Independent School District's (HISD's) early childhood education program, ensure faculty and staff development in appropriate classroom management methodologies, and update language following recent changes to Texas laws, the following revisions are suggested to this local policy:

- Reorganize the material so that the general provisions on the Code of Student Conduct that establish the rules of discipline are at the beginning of the policy and include a link to the Code on the district's website.
- To emphasize its importance, text previously at EXTRACURRICULAR STANDARDS OF BEHAVIOR has been moved to the beginning of the policy and broadened to indicate that rules of conduct and discipline shall not have the effect of discriminating against students based on legally protected categories, including those categories added by the district.
- Move the remainder of the text as written at EXTRACURRICULAR STANDARDS OF BEHAVIOR under the section CODE OF STUDENT CONDUCT.
- Change the title of the section on general guidelines to GENERAL DISCIPLINE GUIDELINES and move the text unchanged below the definition of PARENTS.
- At the section GENERAL DISCIPLINE GUIDELINES, add the following text:
"These guidelines do not replace or supersede FOA(LEGAL) which allows a teacher to remove a student from the classroom. Additionally, these guidelines extend to CNA4(REGULATION) regarding enforcement of student discipline pertaining to student transportation." And, "Disciplinary actions that remove students from their school setting shall be used as a last resort."
- At the same section, new language is proposed regarding annual training requirements for faculty and staff in appropriate methodologies and equity-based issues.
- An important revision recommended at PHYSICAL RESTRAINT clarifies that a district employee can restrain a student who receives special education services only in accordance with the specific laws that apply to these students. The rules are found at FOF(LEGAL).

The proposed changes are indicated in the attached revised policy.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

ORGANIZATIONAL GOALS/IMPACT: This agenda item supports HISD Goal 6: Create a Positive District Culture and is aligned to Core Initiative 5: Culture of Trust through Action.

THIS ITEM DOES REQUIRE CONSULTATION.

THIS ITEM DOES MODIFY BOARD POLICY.

RECOMMENDED: That the Board of Education approves the proposed revisions to Board Policy FO(LOCAL), *Student Discipline*, on second reading, effective December 11, 2015.

STUDENT DISCIPLINE

FO
(LOCAL)

~~GENERAL GUIDELINES~~

~~A District employee shall adhere to the following general guidelines when imposing discipline:~~

- ~~1. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property.~~
- ~~2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - ~~a. The seriousness of the offense;~~
 - ~~b. The student's age;~~
 - ~~c. The frequency of misconduct;~~
 - ~~d. The student's attitude;~~
 - ~~e. The potential effect of the misconduct on the school environment;~~
 - ~~f. Requirements of Chapter 37 of the Education Code; and~~
 - ~~g. The Code of Student Conduct adopted by the Board.~~~~
- ~~3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.~~

CODE OF STUDENT
CONDUCT

The District's rules of discipline are maintained in the Board-adopted Code of Student Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of age, race, color, ancestry, national origin, sex, gender, handicap or disability, marital status, religion, veteran status, political affiliation, sexual orientation, gender identity, and/or gender expression, or any other basis prohibited by law.

At the beginning of the school year and throughout the school year as necessary, the Code of Student Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's ~~Web site~~ website at http://www.houstonisd.org/cms/lib2/TX01001591/Centricity/Domain/7905/2015-16_CodeOfConduct_Eng.pdf and/or

STUDENT DISCIPLINE

FO
(LOCAL)

as a hard copy to students, parents, teachers, administrators, and to others on request.

REVISIONS

Revisions to the Code of Student Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

EXTRACURRICULAR
STANDARDS OF
BEHAVIOR

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Code of Student Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property. ~~Extracurricular behavioral standards shall not have the effect of discriminating on the basis of age, race, color, ancestry, national origin, sex, handicap or disability, marital status, religion, veteran status, political affiliation, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.~~

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Code of Student Conduct. Violations of these standards of behavior that are also violations of the Code of Student Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Code of Student Conduct.

'PARENT' DEFINED

Throughout the Code of Student Conduct and discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

GENERAL DISCIPLINE
GUIDELINES

These guidelines do not replace or supersede FOA(LEGAL) which allows a teacher to remove a student from the classroom. Additionally, these guidelines extend to CNA4(REGULATION) regarding enforcement of student discipline pertaining to student transportation.

A District employee shall adhere to the following general guidelines when imposing discipline:

STUDENT DISCIPLINE

FO
(LOCAL)

1. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student's age;
 - c. The frequency of misconduct;
 - d. The student's attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Code of Student Conduct adopted by the Board.
3. ~~Beginning with the 2016-2017 school year, no student shall be informally sent home. No student prior to third grade shall be suspended, placed into a disciplinary alternative setting, or expelled, except as required by law. Disciplinary actions that remove students from their school setting shall be used as a last resort for other elementary students in third through fifth grades.~~
- 3.4. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

All school-based faculty and staff shall be trained annually in methodologies to provide a positive school climate, crisis prevention, and strategies for de-escalating disciplinary challenges.

Additionally, school-based faculty and staff will be trained periodically on the issues of equity based on age, race, color, ancestry, national origin, gender, handicap or disability, marital status, religion, veteran status, political affiliation, sexual orientation, gender identity, and/or gender expression as applied to the population served on that campus. Annually, all school principals will publically share disaggregated disciplinary data and the plans for improving school climate/reducing student misbehavior and rectifying inequities.

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other

STUDENT DISCIPLINE

FO
(LOCAL)

CORPORAL
PUNISHMENT

physical force as a means of discipline for violations of the Code of Student Conduct.

PHYSICAL RESTRAINT

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.
4. Control an irrational student.
5. Protect property from serious damage.

A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

EXTRACURRICULAR
STANDARDS OF
BEHAVIOR

~~With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Code of Student Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property. Extracurricular behavioral standards shall not have the effect of discriminating on the basis of age, race, color, ancestry, national origin, sex, handicap or disability, marital status, religion, veteran status, political affiliation, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.~~

~~A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.~~

~~Standards of behavior for an extracurricular activity are independent of the Code of Student Conduct. Violations of these standards of behavior that are also violations of the Code of Student Conduct may result in independent disciplinary actions.~~

STUDENT DISCIPLINE

FO
(LOCAL)

~~A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Code of Student Conduct.~~

VIDEO AND AUDIO
MONITORING

Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property.

The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

USE OF
RECORDINGS

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Code of Student Conduct shall be subject to appropriate discipline.

ACCESS TO
RECORDINGS

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

REPORT FROM THE SUPERINTENDENT

Office of the Superintendent of Schools
Board of Education Meeting of December 10, 2015

SUBJECT: INVESTMENT REPORT

Section 2256 of the Government Code requires that the Board-designated investment officers prepare and submit to the Board of Education, not less than quarterly, a written report of investment transactions for all funds covered by the act for the preceding quarter.

The quarterly investment report for the quarter ending September 30, 2015, for fiscal year 2015–2016 contains portfolio composition and maturity schedules for all funds, as well as beginning and ending book and market values for each fund's investments.

The Houston Independent School District's (HISD) investments are governed by the Board-approved Cash Management and Investment Policy. All investments purchased meet the three basic tenets included in policy: investment safety, investment liquidity, and investment yield. All investments are held to maturity. HISD does not invest on a speculative basis.

This report also contains a compliance letter signed by the Chief Financial Officer, the Controller, and the Treasurer, who have all been designated by the Board of Education as the district's investment officers for the day-to-day management of HISD's cash and investment position.