

HOUSTON INDEPENDENT SCHOOL DISTRICT



BOND OVERSIGHT COMMITTEE WORKBOOK

Meeting January 26, 2016

HISD | Construction & Facilities Services
SERVICE EXCELLENCE

Bond Oversight Committee Meeting
January 26, 2016 | 8:30 a.m.

Table of Contents

BOND PROGRAM OVERSIGHT COMMITTEE CHARTER	5
EXECUTIVE SUMMARY	13
PROJECT UPDATE REPORT	19
BOND PHASING SCHEDULE	23
PROJECT UPDATE REPORT — GROUP 1	25
PROJECT UPDATE REPORT — GROUP 2	63
PROJECT UPDATE REPORT — GROUP 3	81
PROJECT UPDATE REPORT — GROUP 4	91
DISTRICTWIDE PROJECTS	115
BUSINESS ASSISTANCE (M/WBE) BOND REPORT	123
BOND FINANCIAL REPORTS	135
PROJECT BUDGET/COMMITMENT/AVAILABLE FUNDS REPORT	139
BOND COMMUNICATIONS REPORT	149
GLOSSARY	161
APPENDIX	167



It is the policy of the Houston Independent School District not to discriminate on the basis of age, color, handicap or disability, ancestry, national origin, marital status, race, religion, sex, veteran status, political affiliation, sexual orientation, gender identity and/or gender expression in its educational or employment programs and activities.

Welcome

COMMITTEE MEMBERS

Michael G. Davis

Martin Debrovner

Jessica Diaz

Robert M. Eury

D.V. “Sonny” Flores

Craig Johnson

David Quan

Phoebe Tudor

Gary J. White



Bond Program Oversight Committee Charter

BACKGROUND

The Declaration of Beliefs and Visions for the Houston Independent School District (“HISD”, the “District”) states the primary goal of HISD is to increase student achievement. The District’s Bond Programs impact the following additional goals that exist to support the primary goal:

- **Goal 3: Provide a Safe Environment** — The District shall create a safe environment conducive to learning for all students and provide safety and security measures at District schools and facilities, and while attending District-related events.
- **Goal 4: Increase Management Effectiveness and Efficiency** — The District shall have a decentralized organizational structure that will promote autonomy and innovation in schools. With a districtwide commitment to performance over compliance and a shared accountability system in place, the District shall employ best practices of administrative principles to make optimal use of District resources and taxpayer dollars.
- **Goal 5: Improve Public Support and Confidence in Schools** — The schools belong to the people; hence, the board, administration, and support staff are public servants who exist to support the schools and the relationship between teachers, students, and parents. Public confidence will increase as the District increases transparency, accountability at all levels, and meaningful engagement of the community.
- **Goal 6: Create a Positive District Culture** — The District’s clearly articulated purpose will serve as the catalyst for creating a powerful sense of community and a shared direction among personnel, parents, students, and the public. Because the District realizes the value of investing in human capital, the District will work to attract and retain the best teachers and staff members, and create working conditions in which their talents can flourish.

The Bond Program Oversight Committee (“Committee”) plays a critical, strategic role in assisting the District while completing these goals.

PURPOSE OF CHARTER

The Board of Education (“Board”) for the District desires to make continual improvements to existing programs. As a result, the Bond Program Oversight Committee Charter (“Charter”) is adopted to explain the mission, purpose, structure, membership, duties, responsibilities, and expectations. This Charter supersedes the previously adopted charter dated August 30, 2010.

COMMITTEE MISSION

The HISD Board, in response to community interest in the effective and efficient use of bond proceeds, has established a mechanism to encourage greater accountability, transparency, public support, and confidence by creating the Committee. The Committee is an independent citizens’ Committee that is responsible to the Superintendent, Board, and general public (in that order).

The Committee’s charge is to monitor all applicable Bond funded construction projects and help interested Houstonians to stay informed about new construction and renovation projects in the District. Its purpose is to monitor performance and compliance in order to confirm that HISD implements Bond Program work in conformance with the program approved by the Board and make recommendations to maximize available resources to achieve construction goals in the most effective and cost efficient manner. Its focus should be oversight rather than limited to hindsight.

COMMITTEE STRUCTURE AND MEMBERSHIP

- a) The Committee has up to nine voting members, including a Chairperson and Vice Chairperson, who are appointed by the Superintendent. Formal action from the Committee requires a majority vote of the quorum present. Individual members of the Committee shall not exercise authority for the Committee as a whole and shall not act independently of the Committee. Written applications will be reviewed by members of the District's Executive Leadership team for each applicant's experiences and qualifications. The Executive Leadership team will submit recommendations to the Superintendent for approval and appointment to the Committee.
- b) Appointments will be staggered for one year and two year terms. Terms may be extended for additional one or two year terms upon approval by the Superintendent.
- c) The Committee will approve meeting minutes, review and approve the reasonableness of reports from the District, and approve the issuance of status reports and other communications from the Committee.
- d) All meetings will be open to the general public.
- e) Membership on the Committee shall consist of interested persons from the following groups who can remain objective and independent with the District's best interest at heart:
 - 1. Special preference for members with expertise or knowledge in the areas of building design/engineering, construction, construction project management, and/or finance.
 - 2. Members active in a business organization representing the business community located in the District.
 - 3. Members who are parents or guardians of a child enrolled in the District and also active in a parent-teacher organization.
 - 4. Members of the community at-large.
- f) The Committee members receive no direct or indirect compensation from the District for their services as members of the Committee.
- g) The Committee members may not have an active contract or be seeking a contract with the District or with any contractor or sub-contractors associated with the Bond Programs.
- h) The Committee may not include any employee or official of the District, or any vendor, contractor or consultant of the District.
- i) A Committee member serves the general interest of the public as opposed to any personal interest or special interest group.
- j) If a Committee member moves outside of the District's geographic boundaries, resigns, violates the Ethics Policy contained herein, fails to attend two consecutive Committee meetings without reasonable excuse, or otherwise becomes unable to serve on the Committee, the Superintendent may declare the position on the Committee to be vacant and appoint another qualified person to the Committee.

COMMITTEE DUTIES AND RESPONSIBILITIES

The Committee shall inform the Superintendent, Board, and general public (in that order) concerning the District's overall project management of all Bond Programs, including but not limited to:

- a) Review periodic reports produced by the District to verify effective and efficient use of bond proceeds and compliance with the purposes set forth in the Bond Programs as approved by the Board. See reports issued by the District in the "District Duties and Responsibilities" section below.
- b) Ensure that bond revenues are expended for the purpose set forth in the Bond Programs as approved by the Board of Education, and that any deferred proposals or plans where considered necessary are appropriate.
- c) Validate that no bond funds are used for any teacher or administrative salaries or other school operating expense, other than administrative salaries whose primary purpose is to manage the District's Bond Programs.
- d) Review efforts by the District to maximize bond revenues by balancing best value, quality, and efficiency in meeting the District's goals and priorities.
- e) Evaluate risks and related controls associated with the District's Bond Programs, determine focus areas and strategic approach to review, and communicate any findings and recommendations for improvement via a periodic independent report to the Superintendent, Board, and general public. To maximize these efforts, the Committee may recommend the performance of specific audit projects based on its risk assessments and communications to the Board Audit Committee and HISD Office of Inspector General.
- f) Coordinate with the Superintendent's designee to visit District facilities and grounds for which bond proceeds have been or will be expended, in accordance with any necessary access procedures.
- g) Review copies of other bond reports published by the District.
- h) Review any performance audits of the District's Bond Programs to ensure the District is taking appropriate action to remediate any deficiencies identified in such reports.
- i) Review operational audits conducted by the HISD Office of Inspector General to ensure the adequacy of scope, management action plans, and remediation efforts of the District.
- j) Review any financial audits of the District's Bond Programs to ensure the District is taking appropriate action to remediate any deficiencies identified in such reports.
- k) Provide periodic status reports and an annual report regarding the results of its activities, in addition to any Committee findings, recommendations, and management action plans, to the Superintendent and Board. These reports should include the Committee's opinion regarding the District's remediation efforts for any recommendations included in the performance audits, operational audits, or financial audits mentioned above and will be made available to the general public by inclusion on the District's website and other communication avenues.
- l) Perform other reasonable duties requested by the Superintendent.
- m) Disclose and sign an annual conflict of interest statement for existing conflicts and re-submit if any conflicts arise during a Committee member's tenure.

- n) Any perceived allegation of wrongdoing; potential waste, fraud, misuse or abuse; or non-compliance with Local, State, Federal laws/regulations, or District policies that becomes known to the Committee shall be communicated to the Superintendent, who shall refer such matters to the Board, Ethics and Compliance Officer, Office of Inspector General, and outside legal counsel where appropriate.

The Committee provides counsel and input to the administration and the Board, but it does not have management or policy-setting responsibilities. Also, the Committee does not have a fiduciary responsibility to the District or Board, nor are its members personally liable to the District or Board. The Committee is not responsible for:

- a) Approval of construction contracts or change orders;
- b) Appropriation of construction funds;
- c) Handling of legal matters;
- d) Approval of construction plans and schedules;
- e) Approval of the District's maintenance plan;
- f) Approval of the sale of bonds;
- g) Establishment of priorities and order of construction for the bond projects;
- h) Selection of architects, engineers, construction managers, project managers, and such other professional service firms;
- i) Approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction means or methods;
- j) Selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the performance of the Bond Programs;
- k) Setting or approving schedules of design and construction activities;
- l) Investigations of alleged wrongdoing; potential waste, fraud, misuse or abuse; or non-compliance with Local, State, Federal laws/regulations, or District policies.
- m) Directing the activities of staff or consultants; or
- n) Activities, roles or responsibilities that have been delegated to staff or consultants by the Superintendent or his designee.

COMMITTEE MEETINGS

- a) The Committee shall meet at least quarterly to review the District's Bond Program's status and related information, and to perform other duties as provided herein. The Superintendent, Chairperson, or Vice Chairperson may convene additional meetings, if necessary.
- b) All Committee meetings shall be held within the District's geographic boundaries.
- c) Minutes will be prepared by a representative of the District and will be distributed to the Committee within 15 business days. The minutes will be voted upon for the record at the next scheduled Committee meeting.

DISTRICT DUTIES AND RESPONSIBILITIES

- a) The Chief Operating Officer shall act as the Superintendent's designee to the Committee.
- b) The Superintendent or his designee shall oversee management's action plan to respond to any written report from the Committee with findings or suggestions for improvement within 15 business days. All recommendations and management action plans from inception to date will be tracked and made available to the Committee and Board. The District's website and other communication avenues will also publicize the Committee's report and management's action plan for use by the general public.
- c) The District shall have a commitment to the Committee, provide open communication, and provide necessary technical and administrative assistance in a timely fashion as follows:
 - 1. Provision of a meeting room, including any necessary audio/visual equipment;
 - 2. Preparation and copies of any documentary meeting materials, such as agendas and reports; and distribution of those materials to the Committee in a timely manner;
 - 3. Provision of a quarterly summary progress report covering the Bond Programs;
 - 4. Access to other information to effectively perform its oversight function.
 - 5. Retention of all Committee meeting records, and providing public access to such records on the District's website; and
 - 6. Notify the public of Committee meeting times and locations. The meetings are open to the public.
- d) Summary progress reports will communicate and provide an explanation for the following attributes in a clear concise manner. As part of reporting, HISD will identify projects that experience a significant impact to schedule, budget, or scope of work. Detail reports can be provided upon the Committee's request.
 - 1. Project schedules with anticipated completion dates and current status.
 - 2. Project scope
 - 3. Contingency report (change allowance, encumbrances, and available budget)
 - 4. Expenditure reports
 - 5. Status of Minority/or Woman Owned Business Enterprise (M/WBE)
- e) The appropriate District staff, District consultants, and/or designees shall attend all Committee proceedings in order to provide a status update for their area of responsibility as it relates to the Bond Programs and answer any questions from Committee members.
- f) The Office of Inspector General will consider the input and specific audit requests of the Committee and HISD management during its development of the Annual Audit Plan. Audit projects conducted by the Office of Inspector General will be completed by the issuance of a formal audit report, which will be provided to the Board Audit Committee and made available to the Committee. Such reports will be publicized on the District's website for use by the general public.

- g) The District acknowledges that the Committee may request certain information that is sensitive or legally privileged. The District will use the counsel of its legal advisor to comply with such requests within the limits of Texas law and the best interest of the District.

ETHICS POLICY

This Ethics Policy provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Policy. However, this Policy captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Policy were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

CONFLICT OF INTEREST. A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project that will benefit the Committee member's outside employment, business, or provide a financial benefit to the Committee member or a family member, such as a spouse, child, parent, or sibling.

OUTSIDE EMPLOYMENT. A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds; or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of one (1) year after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially.

COMMITMENT TO UPHOLD LAW. A Committee member shall uphold the federal and Texas Constitutions, the laws and regulations of the United States and the State of Texas, and the policies, procedures, rules and regulations of the Houston Independent School District.

COMMITMENT TO DISTRICT. A Committee member shall place the interests of the District above any personal or business interest of the member.

MEMBER CERTIFICATION. A Committee member shall certify his or her understanding of Committee's Ethics Policy and disclose and sign an annual conflict of interest statement for existing conflicts and re-submit if any conflicts arise during their tenure.



Executive Summary

EXECUTIVE SUMMARY

School construction is progressing at a record pace in HISD as the district moves forward with implementation of the \$1.89 billion bond program, which was approved by Houston voters in 2012. The program, which will rebuild or renovate 40 schools, including 29 high schools, also includes improvements to district-wide athletics facilities, middle school restroom renovations and significant technology upgrades.

Fifteen projects are currently under construction, which is more construction activity than at any other time in the district's history. The bond team expects to have signed construction contracts on an additional six schools by the end of the first quarter of 2016, and nearly all the remaining projects will be bid by the end of 2016.

Since the beginning of the bond program, HISD and other school districts have seen a dramatic increase in construction costs – on a per-square-foot basis for schools, the price went from about \$160 to \$220 and above. To bridge this gap, district administration developed a supplemental funding proposal, which Trustees approved at the December Board of Education meeting. This additional funding enables project teams to continue with the design and construction of schools as originally presented to voters.

The fourth quarter saw the departure of HISD's chief operating officer in charge of the bond program as well as the general manager of facilities planning. The program is now being overseen by HISD's Chief Technology Information Officer Lenny Schad.

Schools on track to open in time for the start of the 2016-2017 school year include Condit Elementary, Mark White Elementary, North Houston Early College High School, South Early College High School, Mandarin Chinese Language Immersion Magnet School, and (non-bond) North Forest Early Childhood Center.

Project teams are working to coordinate furniture and equipment purchases for these new facilities in preparation.

Also in the next quarter, several schools will host their next community meeting, including Davis High School, Waltrip High School, Lamar High School, Madison High School, Garden Oaks Montessori, Young Women's College Preparatory Academy, Westbury High School, and Askew Elementary.

PROJECT HIGHLIGHTS

Milby High School

The construction work at Milby High School took a major step forward in December when workers lifted the first wall of the new school. The school will maintain its historical façade along Broadway in Houston's East End, while creating a modern learning environment for up to 2,000 students.

HISD Trustee Manuel Rodriguez was among a handful of spectators who turned out to witness the 48-foot tilt wall panel being pulled up into place with the help of a 260-ton crane and at least eight workers in charge of a complex rigging and bracing system.

Designed by Kirksey Architecture, the first level of the school will include administrative offices, a library, an auditorium with a black box, and a student union that opens up to a large dining commons area where students can meet for lunch or study in groups. A large courtyard behind the dining area will allow students to easily go outside for lunch, club meetings and gather before and after school.

Three-story academic wings to the north and south of the building will include learning spaces for science and engineering labs, welding and culinary arts with a student-run café. A print shop in the career technical education area will provide students with real job experience. Performing and visual arts learning areas and athletic spaces will be located on the back end of the campus.

DeBakey High School for Health Professions

In the fourth quarter, steel beams and columns soaring five stories became highly visible from many parts of the Med Center as construction on HISD's new DeBakey High School for Health Professions got well underway. DeBakey HSHP will receive a new five-story building, located on the western side of the Medical Center complex on land donated by the Medical Center. The 198,000-square-foot building will feature state-of-the-art medical training equipment with teaching labs for dental, rehabilitation, and patient care, including mock hospital rooms and science labs designed to mimic real-world research labs. Construction of the new building is scheduled for completion in the fourth quarter 2016.

Furr High School

Students, staff, alumni and other stakeholders of Furr High School gathered on October 29 to break ground on the school's new \$55 million campus. The new 182,000-square-foot, three-story building is designed to enhance Furr's science, technology, engineering, and arts program and will include flexible, brightly colored learning areas which can be adjusted through moveable furniture and sliding glass doors. Students will remain in the existing facility while the new building is erected on the adjacent athletics fields. Once the new building is complete, the current building will be demolished and new athletics fields will be built on that site. The new campus will accommodate up to 1,300 students and is expected to open in the first quarter of 2017.

Lee High School

Lee High School's new building project reached a significant milestone in December, as workers on the site began installation of steel beams and columns, marking the start of vertical construction. Lee HS is slated to receive a \$73.8 million school to accommodate 1,700 to 1,900 students. The new 240,000-square-foot facility will include state-of-the-art technology with flexibility to allow for future upgrades. The two-story building will be divided into four neighborhood wings with open spaces and plenty of windows to

maximize natural light. The main entrance to the school will remain on the north, so the campus will keep its historical Beverly Hill address. It will also feature a light-filled atrium, internal courtyard, large dinning commons and a natatorium. Construction is targeted for completion in the second quarter of 2017.

DESIGN MILESTONES

The design development and construction documentation for Groups 3 and 4 schools are making good progress and ongoing. In the 4th Quarter 2015, the design team participated in several community meetings including ones for Yates HS, Young Women's College Prep Academy, Madison HS, Askew ES, Barbara Jordan HS, and Mark White ES. Construction documents for Yates HS, Eastwood HS, Dowling HS, Parker ES, HS for Law and Justice, B.T. Washington HS, and Energy Institute HS were completed in the fourth quarter. An update to the HISD Design Standards and Guidelines was issued and we participated as a beta-tester in the City of Houston rollout of their electronic permitting program. The Bond Office also sponsored a City of Houston Code Enforcement and Permitting seminar at their Center Street offices.

REAL ESTATE PURCHASES

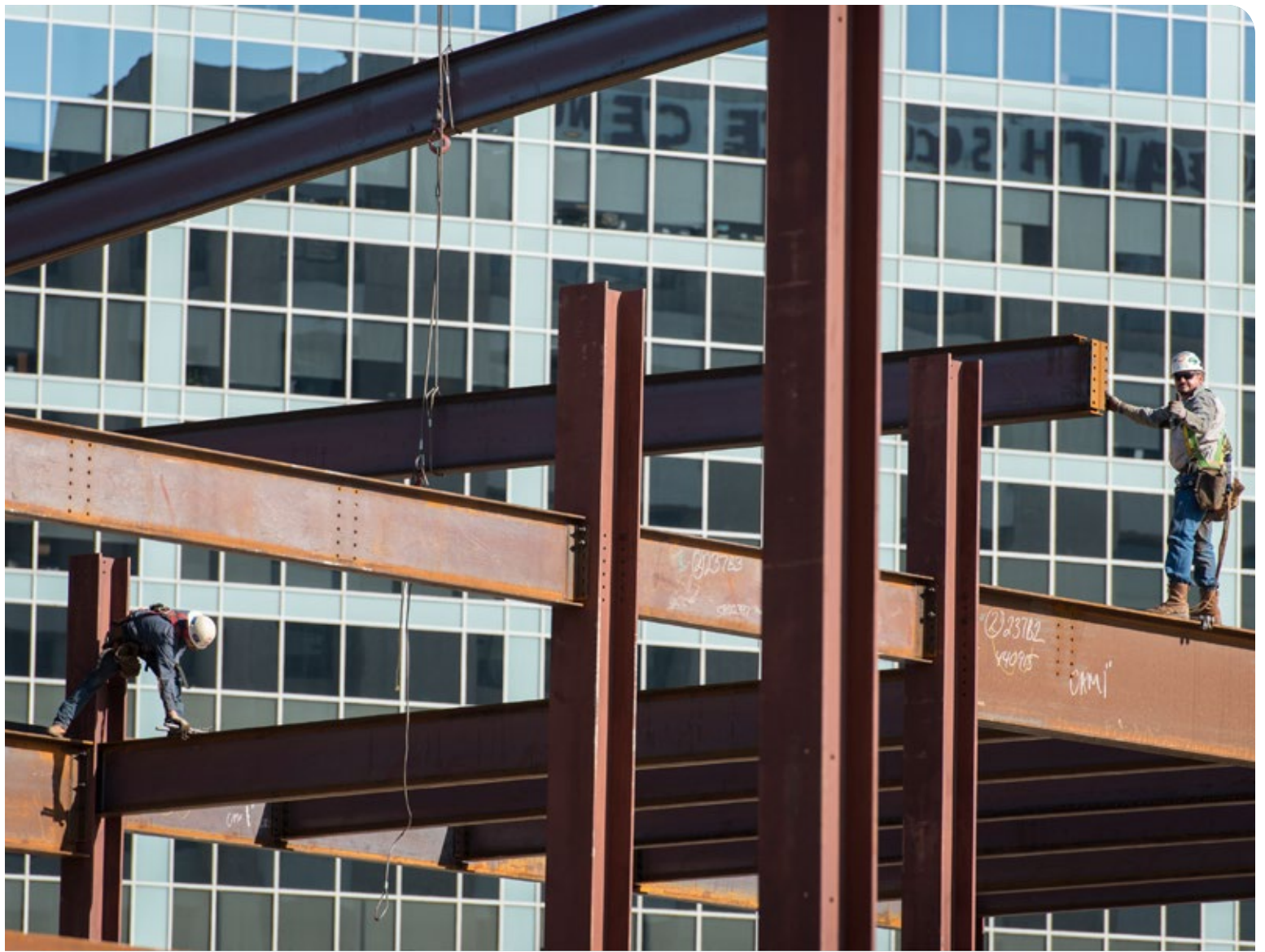
The Real Estate Department has finalized the purchase of all individual properties, including residential and unimproved properties, for expansion of current school sites and new school sites as an integral part of the bond program. The final two properties were acquired and total about one acre. These two properties will be utilized for expansion of the school site at Davis High School, as well as expansion of the new school site for Mark White Elementary School. Real Estate currently is marketing 12 surplus properties for sale and is fielding about 20 inquiries regarding these surplus HISD properties each week. One surplus property was placed out for bids, and the sale of that property will be presented to the Board on Jan. 14. Additionally, Real Estate is researching possible sites for future development and is currently working on development of a centralized database of all HISD properties.

M/WBE NETWORKING ACTIVITIES

The Office of Business Assistance held and participated in multiple programs to promote HISD business and bid opportunities during the fourth quarter. The Supplier diversity team sponsored three Workshop Wednesday meetings, which are held monthly to provide information to M/WBEs on topics of interest; fourth quarter workshops featured: HISD Bond Program Business Opportunities presented by Derrick Sanders, HISD general manager of construction; The Power of E-mail Marketing; and Understanding the Importance of HISD M/WBE Program Participation, presented by HISD 2015 Board President Rhonda Skillern-Jones. The Supplier Diversity team also participated in the annual Houston Minority Supplier Diversity Council Business Expo where they managed a networking booth and participated in one-on-one coaching sessions with minority business representatives. The team continues to promote bid opportunities to their extensive contact list of minority companies and to effectively respond to email and telephone inquiries.

COMMUNICATIONS AND COMMUNITY ENGAGEMENT

The bond communications team worked with district administration to provide project information to Trustees, media, and other stakeholders, including preparation of presentations and handouts, project-by-project updates, press releases and direct responses to media inquiries. The bond website was continually updated and enhanced to compile and link school-specific updates to each school's project page, web site and Trustee district page. The team provided communications support for 7 community meetings and one groundbreaking. Communications staffers continue to regularly attend PAT meetings to assess communications needs and provide coaching and advice to project managers on strategies to engage stakeholders more effectively.



Project Update Report

FACILITIES CAPITAL PROGRAM

HISD CAPITAL IMPROVEMENT PROGRAM — 2012 Facilities Capital Program — Page 1 of 1

Project	Scope of Work	Proposed Project Budget
High Schools:		\$
Austin High School	New facility preserving the architecturally significant building structure for a campus accommodating 1,800 – 2,000 students.	68,429,000
Bellaire High School	New 2,800 – 3,100 student school that will incorporate the recently completed science classroom and laboratory wing.	106,724,000
Davis High School	New facility preserving the architecturally significant building structure for a campus accommodating 1,500 – 1,700 students.	46,764,000
DeBaKey High School	New 900 – 1,000 student health professions school.	64,512,000
Eastwood Academy	New facility that will incorporate the new 2 story classroom wing for a campus accommodating 500 students.	10,875,000
Furr High School	New 1,100 – 1,300 student school.	55,100,000
Houston High School	New 2,550 – 2,750 student school that will incorporate the new science classroom and laboratory wing.	101,428,000
HSPVA	New 750 student performing and visual arts school.	80,178,000
Jones High School	Renovations to existing school facilities.	1,125,000
Jordan High School	New 600 – 800 student school.	36,693,000
Kashmere High School	Renovations to existing school facilities and site improvements.	17,000,000
Lamar High School	New facility preserving the architecturally significant building structure for a campus accommodating 2,800 – 3,100 students.	107,974,000
Lee High School	New 1,700 – 1,900 student school.	73,801,000
Madison High School	New 1,900 – 2,100 student school that will incorporate recent science and classroom building renovations.	82,736,000
Milby High school	New facility preserving the architecturally significant building structure for a campus accommodating 1,800 – 2,000 students.	68,810,000
North Early College	New 400 student early college school.	13,500,000
Scarborough High School	Renovations to existing school facilities and site improvements.	12,566,000
Sharpstown High School	New 1,300 – 1,500 student school.	54,944,000
Sharpstown International High School	Renovations to existing school facilities and site improvements.	6,125,000
South Early College	New 400 student early college school.	13,500,000
Sterling High School	New 1,600 – 1,800 student school.	72,304,000
Waltrip High School	Partial replacement and general renovations to accommodate 1,800 – 2,000 students.	30,115,000
Washington High School	New 1,100 – 1,300 student school.	51,732,000
Westbury High School	Partial replacement and general renovations to accommodate 2,300 – 2,500 students.	40,006,000
Worthing High School	New facility that will incorporate the new 2 story classroom wing for a campus accommodating 1,100 – 1,300 students.	30,180,000
Yates High School	New 1,300 – 1,500 student school.	59,481,000
Young Men's College Prep.	Partial replacement and general renovations to complement portions of the Howard Payne Carter Career Center for a campus accommodating 900 – 1,000 students.	28,675,000
Young Women's College Prep.	Partial replacement and general renovations for a campus accommodating 900 – 1,000 students.	27,159,000
	High School Subtotal	\$1,362,436,000
Middle Schools:		
Dowling Middle School	New 1,300 – 1,500 student school.	59,125,000
Grady Middle School	New addition to complete multi-phase master plan for the campus.	14,825,000
	Middle School Subtotal	\$73,950,000
K-8s:		
Garden Oaks Montessori K-8 School	New addition and general renovations of the existing facilities accommodating 750 – 900 students.	26,678,000
Mandarin Chinese Language Immersion School at Gordon K-8	New 750 – 900 student school.	32,161,000
Pilgrim Academy K-8	New addition for a campus accommodating 750 – 900 students.	7,989,000
Wharton Dual Language School K-8	New addition and general renovations of the existing facilities accommodating 750 – 900 students.	35,603,000
Wilson Montessori School K-8	New addition and general renovations of the existing facilities accommodating 750 – 900 students.	18,914,000
	K-8 Subtotal	\$121,345,000
Elementary Schools:		
Askew Elementary School	850 student new school — replacement.	26,632,000
Parker Elementary School	850 student new school — replacement.	29,485,000
Relief Elementary School	750 student new school to be built in the west Houston area.	23,417,000
	Elementary Subtotal	\$79,534,000
All Schools		\$1,637,265,000
Districtwide Projects:		
District Athletic Improvements	Replacement of regional field house(s) and athletic facility improvements.	44,675,000
District Wide Land Acquisition	Districtwide funds to supplement significant site/parking constraints.	55,767,000
Middle School Restroom Renovation	Districtwide middle school restroom renovations.	35,000,000
Districtwide Technology	Districtwide technology improvements.	100,000,000
Districtwide Safety and Security	Districtwide safety and security improvements.	17,293,000
	Districtwide Total	\$252,735,000
	Grand Total	\$1,890,000,000

1. Funding within this bond for North and South Early College will be combined with funds previously allocated from the 2007 bond for these projects to meet the schools programmatic needs.

2. HSPVA moved to district 8 due to a proposed site for the new school located at 1300 Capital.

3. Program costs allocated to each project budget will be separated into various program budgets to provide better oversight and financial management, at a later date.

4. New schools / replacement projects will undergo a school site specific ed-spec development process and all schools will undergo a scope to budget process.

5. Project budgets include allocations for planning, design, construction, administration, and other related costs.

6. The current allocation for the Young Men's College Preparatory Academy (YMCPA) will allow for a demolition of the EO Smith facility, the addition of a smaller facility, and the renovation of the HP Carter facility for use by the YMCPA. An alternate plan for the project to include the demolition of both the EO Smith and HP Carter facilities and the building of a new school would cost an additional \$13,727,000.

7. Condit ES will be rebuilt and funded from surplus bond funds and/or the sale of real estate.

8. High School for Law Enforcement and Criminal Justice will be rebuilt and funded from surplus bond funds and/or the sale of real estate.

2012 BOND PHASING SCHEDULE

GROUP 1

- Planning and Design — Early / Mid 2013
- Anticipated Construction to Begin — Mid / Late 2014
 - Condit Elementary
 - DeBakey High School
 - Furr High School
 - Grady Middle School
 - HSPVA
 - Lee High School
 - Mandarin Chinese Language Immersion School
 - Milby High School
 - North Early College High School
 - Mark White Elementary School
 - Sharpstown High School
 - South Early College High School
 - Sterling High School
 - Waltrip High School
 - Booker T. Washington High School
 - Worthing High School
 - Young Men's College Prep

GROUP 2

- Planning and Design — Early / Mid 2014
- Anticipated Construction to Begin — Mid / Late 2015
 - Bellaire High School
 - Davis High School
 - Dowling Middle School
 - Eastwood Academy
 - High School for Law Enforcement & Criminal Justice
 - Lamar High School
 - Parker Elementary School
 - Yates High School

GROUP 3

- Planning and Design — Late 2014 / Early 2015*
- Anticipated Construction to Begin — Mid / Late 2016
 - Askew Elementary School
 - Sam Houston High School
 - Jordan High School
 - Young Women's College Prep

GROUP 4

- Planning and Design — Late 2014 / Early 2015*
- Anticipated Construction to Begin — Mid 2017
 - Austin High School
 - Garden Oaks Montessori K – 8 School
 - Jones High School
 - Kashmere High School
 - Madison High School
 - Pilgrim Academy K – 8
 - Scarborough High School
 - Sharpstown International School
 - Westbury High School
 - Wharton Dual Language School K – 8
 - Wilson Montessori School K – 8

*The planning and design schedule has been accelerated to give the district the flexibility to start construction earlier should market conditions warrant. The original schedule had planning and design for Group 3 in Early / Mid 2015 and for Group 4 in Late 2015 / Early 2016.



Project Update Report — Group 1

Traffic Light Summary



Green light indicates the project is on schedule, on budget, and there are no pending issues of concern.

Yellow light indicates a project may have budget or schedule concerns, and there are issues that bear additional monitoring.

Red light indicates a project has significant budget and/or schedule concerns, and there are issues to be addressed.

YELLOW LIGHT SUMMARY REPORT

SHARPSTOWN HIGH SCHOOL

Based on discovery of unmapped piers, removal of piers will impact schedule. Structural engineering review of existing piers and excavation for building pad are in progress.

HIGH SCHOOL FOR LAW ENFORCEMENT & CRIMINAL JUSTICE (HSLECJ)

Comprehensive abatement and demolition of the existing homes completed. CMAR will continue with demolition of the streets. Unmapped gas distribution line was discovered running underneath building footprint. Relocation of line will impact schedule.

PARKER ELEMENTARY

The A/E is completing work on the final construction documents and preparing for pricing/bid issuance in the 1st quarter 2016.

RED LIGHT SUMMARY REPORT

BELLAIRE HIGH SCHOOL

HISD project team is investigating alignment of project scope, phasing, and proposed project schedule with supplemental funding. Schematic Design phase work will proceed based on outcome of that effort.

DAVIS HIGH SCHOOL

Abatement and demolition of houses between Fulton and Tackaberry began in December 2015, and is nearing completion. Project team and HISD are working with PAT to align project scope, phasing, and proposed project schedule with new available funding. Schematic Design phase work will proceed based on outcome of those efforts.

HIGH SCHOOL FOR THE PERFORMING & VISUAL ARTS (HSPVA)

Guaranteed Maximum Price (GMP) proposal has been submitted by new CMAR. HISD is finalizing GMP review and negotiations. Permits for shoring and excavation have been secured.



KEY FACTS

Budget
\$24,293,919

Trustee
Michael L. Lunceford

Location
7000 South 3rd

CONDIT ELEMENTARY

Condit Elementary School, originally built in 1909, moved to its current facility in Bellaire in 1914, with an addition built in 1927. The pre-K – 5 campus is a Vanguard neighborhood school.

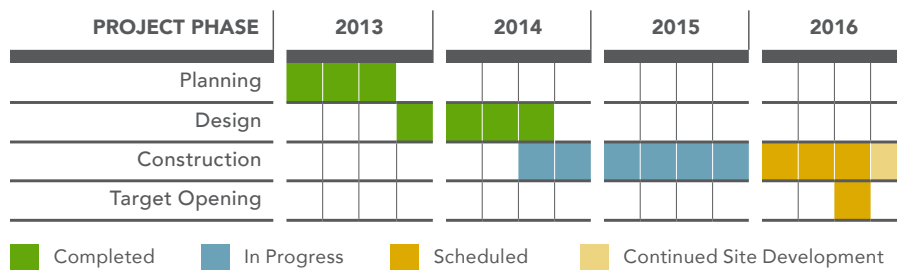
SCOPE OF WORK

New elementary school for 750 students.

PROJECT STATUS


Exterior framing, sheathing, water proofing and brick installation is ongoing. Steel erection ongoing.

TARGET SCHEDULE



Condit Elementary – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-130	Condit Elementary	\$24,293,919
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		47%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		VLK Architects	
Contractor		DivisionOne Construction	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	





KEY FACTS

Budget
\$64,512,000

Trustee
Jolanda Jones

Location
2160 Herman Pressler
Street

DEBAKEY HIGH SCHOOL

The Michael E. DeBakey High School for Health Professions is dedicated to providing a rigorous and comprehensive pre-college program for students pursuing careers in medicine, health care, and/or the sciences.

The new school will be located in the Texas Medical Center so that students will have access to some of the best facilities in the world.

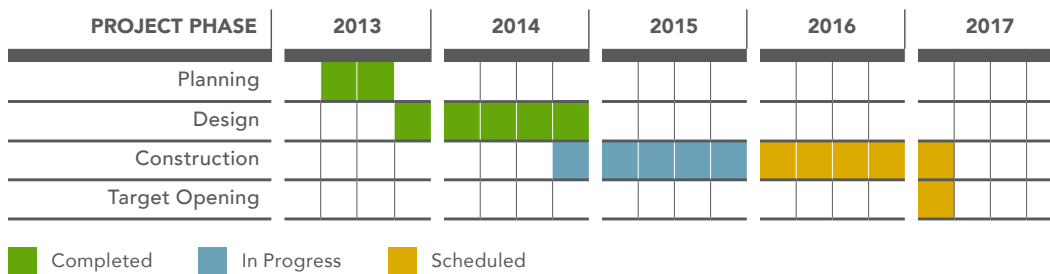
SCOPE OF WORK

New school for 900-1,000 students.

PROJECT STATUS


Structural steel erection and installation of joists and decking is ongoing. Placement of floor slab throughout building ongoing.

TARGET SCHEDULE



DeBakey High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-026	DeBakey High School	\$64,512,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		42%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		WHR Lake-Flato	
Contractor		Tellepsen Builders, L.P.	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	





KEY FACTS

Budget
\$55,100,000

Trustee
Diana Dávila

Location
520 Mercury Dr.

FURR HIGH SCHOOL

Furr High School opened in the fall of 1961 on Houston's east side.

The campus currently includes nine school buildings and 15 temporary buildings.

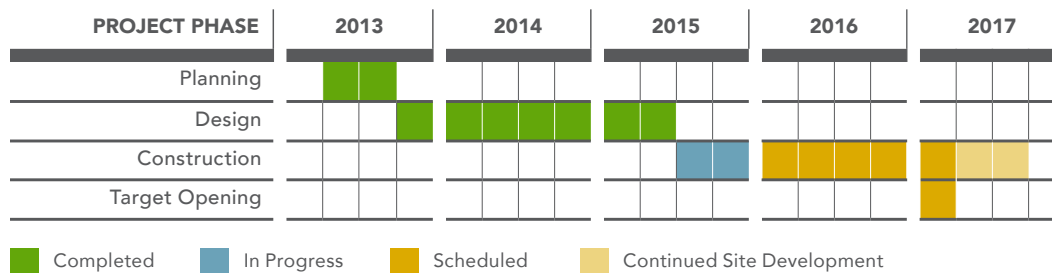
SCOPE OF WORK

New high school to accommodate 1,000 – 1,300 students.

PROJECT STATUS

Storm drain, sanitary sewer and underground MEP is ongoing. Construction of the building slab has started. CMU wall installation is underway.

TARGET SCHEDULE



Furr High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-004	Furr High School	\$55,100,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		13%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		ERO Architects Inc.	
Contractor		Prime Contractors	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	





KEY FACTS

Budget
\$14,825,000

Trustee
Harvin C. Moore

Location
5215 San Felipe St.

GRADY MIDDLE SCHOOL

Grady Middle School, located in Houston's Galleria area, was originally built in 1949 and was replaced by a new main school building completed in 2012.

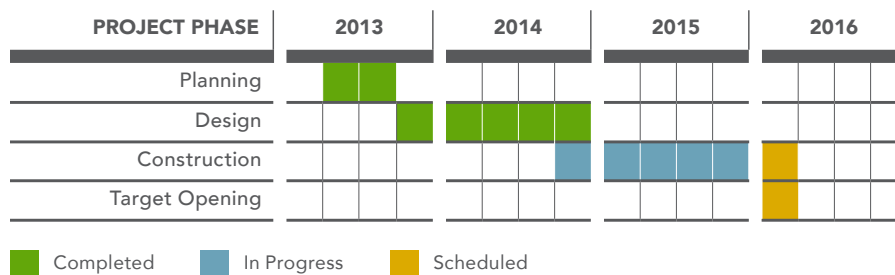
SCOPE OF WORK

New addition to complete multi-phase master plan for the campus.

PROJECT STATUS


Window framing and glazing, restroom floor tile and fixtures installations are ongoing. Roof cap and front canopy are installed. Floating and taping of the interior walls is ongoing. Installation of the casework, metal wall panels and preparation of the floor for VCT in progress

TARGET SCHEDULE



Grady Middle School – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-068	Grady Middle School	\$14,825,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		87%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Natex Architects Inc.	
Contractor		DivisionOne Construction	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	



**KEY FACTS**

Budget
\$80,178,000

Trustee
Jolanda Jones

Location
790 Austin

HIGH SCHOOL FOR THE PERFORMING AND VISUAL ARTS (HSPVA)

HSPVA is a Vanguard neighborhood school and a national model for combining arts and academics. The current facility was constructed in 1981.

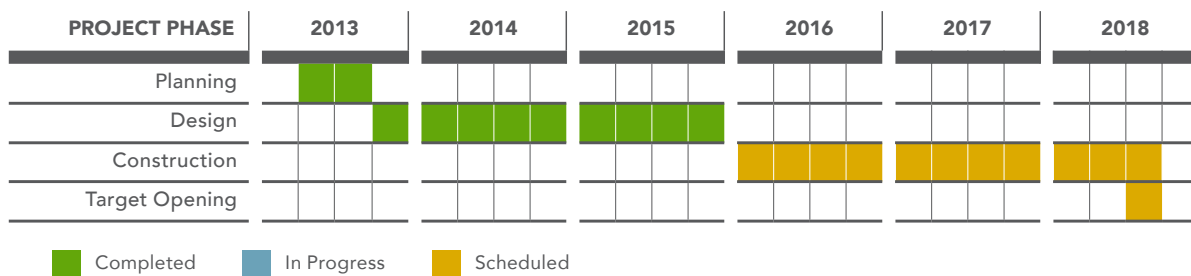
Under the 2012 bond program, a new facility will be built in downtown Houston near other arts and theatrical venues. HISD will take advantage of property already owned by the district on an entire city block that will be used as the new site.

SCOPE OF WORK

New performing and visual arts school to accommodate 750 students.


PROJECT STATUS

Guaranteed Maximum Price (GMP) proposal has been submitted by new CMAR. HISD is finalizing GMP review and negotiations. Permits for shoring and excavation have been secured.

TARGET SCHEDULE

High School for the Performing and Visual Arts — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-025	High School for the Performing and Visual Arts	\$80,178,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Early/Mid 2016
	Phase		% of Phase
	Construction Documents		100%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Gensler	
Contractor		McCarthy	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	
Construction Complete	



KEY FACTS

Budget
\$73,801,000

Trustee
Harvin C. Moore

Location
6529 Beverly Hill St.

LEE HIGH SCHOOL

Lee High School was originally built in 1962 in west Houston.

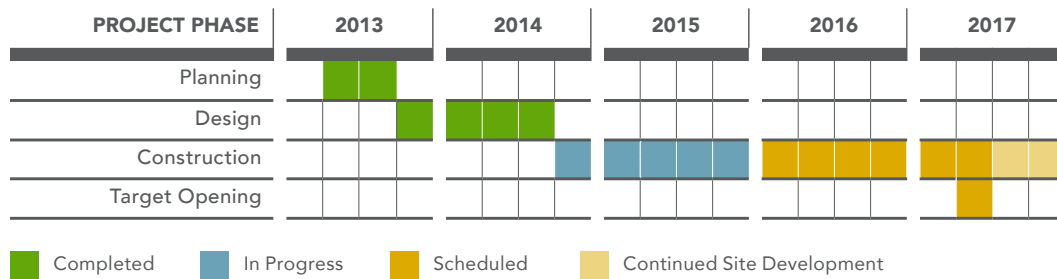
SCOPE OF WORK

New school for 1,700 – 1,900 students.

PROJECT STATUS


Concrete floor slab placement and steel erection are underway.

TARGET SCHEDULE



Lee High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-009	Lee High School	\$73,801,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		18%
Project Team			
HISD Manager		Meredith Smith	
Architect		WHR Lake-Flato	
Contractor		Satterfield and Pontikes Construction, Inc.	
Program Manager		URS - Skanska	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	



**KEY FACTS**

Budget
\$32,161,000

Trustee
Harvin Moore

Location
5400 block of West
Alabama Street

MANDARIN CHINESE LANGUAGE IMMERSION MAGNET SCHOOL

The Mandarin Chinese Language Immersion Magnet School was built in 1953 in Bellaire as a small elementary school.

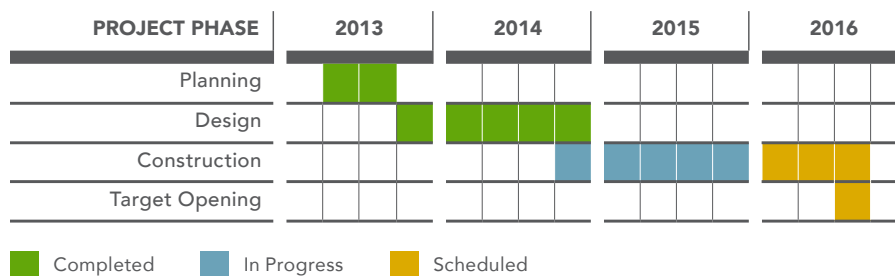
In the fall of 2012, the school became the first in HISD to offer full-immersion Mandarin Chinese instruction for pre-kindergarten through the second grade. The school will be adding additional grades each year. The school will eventually become a K-8 campus with a goal to create bilingual students who are college and career ready.

SCOPE OF WORK

New school for 750 – 900 students.


PROJECT STATUS

Building elevated roof slabs and west detention pond work are ongoing. Steel erection complete. CMU & masonry is underway.

TARGET SCHEDULE

Mandarin Chinese Language Immersion Magnet School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-460	Mandarin Chinese Language Immersion	\$32,161,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		51%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		PBK Architects	
Contractor		Satterfield & Pontikes Construction, Inc.	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	





KEY FACTS

Budget
\$42,402,000

Trustee
Rhonda Skillern-Jones

Location
1701 Bringhurst

MICKEY LELAND COLLEGE PREPARATORY ACADEMY (FORMERLY YMCPA)

Students who attend Mickey Leland College Prep experience a small and inclusive environment enriched with a rigorous college preparatory curriculum, in partnership with The College Board. The Vanguard neighborhood school has a rich Science, Technology, Engineering and Math (STEM) program. The school emphasizes critical thinking, student confidence, and intellectual and social development.

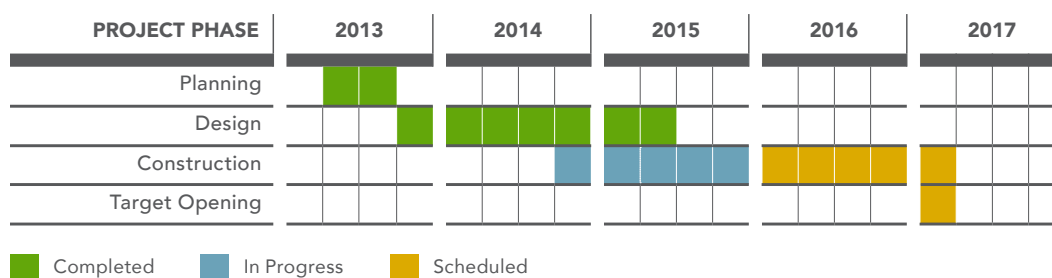
SCOPE OF WORK

New facility for a campus accommodating 900 – 1,000 students.

PROJECT STATUS


Site utility demolition and select fill installations, earth work and cutting of the building pad are nearing completion. Drill and pouring of piers and caps, underground MEP and grade beams has started.

TARGET SCHEDULE



Mickey Leland College Preparatory Academy (formerly YMCPA) – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-067	Mickey Leland College Preparatory Academy (formerly YMCPA)	\$42,402,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		9%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Harrison Kornberg with Corgan Associates	
Contractor		KBR	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	



**KEY FACTS**

Budget
\$68,810,000

Trustee
Manuel Rodriguez Jr.

Location
1601 Broadway

MILBY HIGH SCHOOL

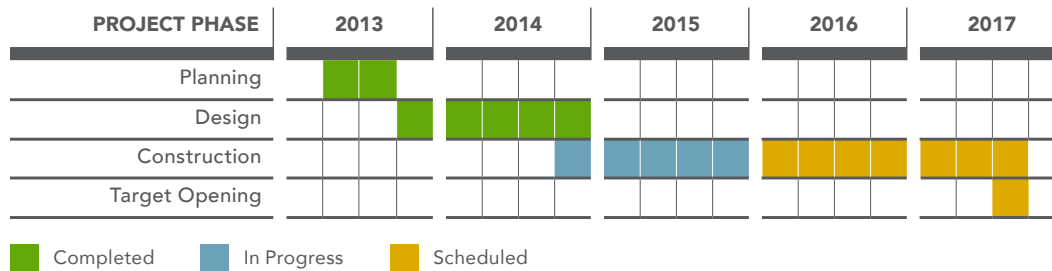
Milby High School was constructed in 1926 in east Houston. The campus has seen numerous additions over the years.

SCOPE OF WORK

New school preserving the architecturally significant building structure to accommodate 1,800 – 2,000 students.


PROJECT STATUS

Construction of building pads, foundations, slabs-on-grade, underground utilities, and tilt-wall panels in progress.

TARGET SCHEDULE

Milby High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-011	Milby High School	\$68,810,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		24%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		Kirksey Architecture	
Contractor		Tellepsen Builders, LP	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	





KEY FACTS

Budget
\$13,500,000

Trustee
Anna Eastman

Location
8001 Fulton

NORTH HOUSTON EARLY COLLEGE HIGH SCHOOL

North Houston Early College High School is one of five early college campuses in HISD that offers students the chance to earn college credits while still in high school. The NHECHS mission is to prepare students for tomorrow's workforce — especially in the fields of science, technology, engineering, and mathematics.

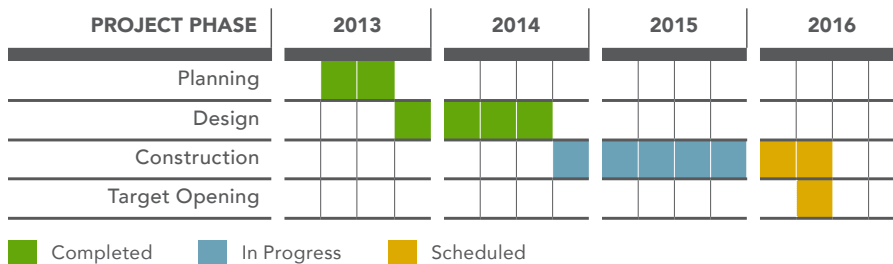
SCOPE OF WORK

New school for 400 students at the Houston Community College – Northline Campus.

PROJECT STATUS


Roof work, exterior finishes and interior wall framing are ongoing.

TARGET SCHEDULE



North Houston Early College High School – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-308	North Houston Early College High School	\$13,500,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		60%
Project Team			
HISD Manager		Cedrick Winslow	
Architect		RdIR Architects	
Contractor		Drymalla	
Program Manager		Kwame Building Group	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	



**KEY FACTS**

Budget
\$54,944,000

Trustee
Greg Meyers

Location
7504 Bissonnet St.

SHARPSTOWN HIGH SCHOOL

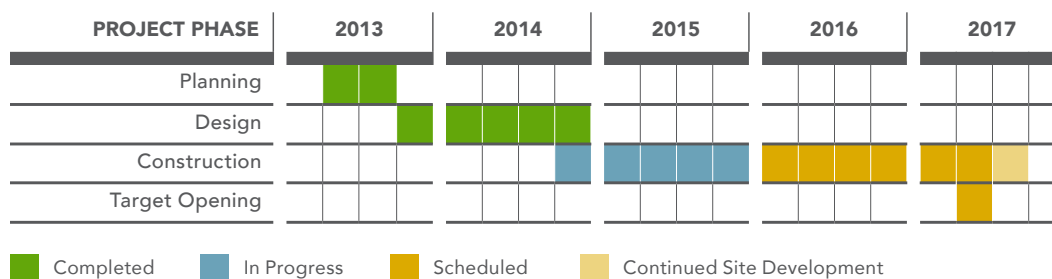
Sharpstown High School is a Vanguard neighborhood school with a variety of special programs, including Business Management and Administration, Career Development, Finance, Health Science, and Information Technology.

SCOPE OF WORK

New school for 1,300 – 1,500 students.


PROJECT STATUS

Based on discovery of unmapped piers, removal of piers will impact schedule. Structural engineering review of existing piers and excavation for building pad are in progress.

TARGET SCHEDULE

Sharpstown High School – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-023	Sharpstown High School	\$54,944,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		8%
Project Team			
HISD Manager		Meredith Smith	
Architect		Kell-Munoz Co.	
Contractor		ICI Construction	
Program Manager		URS - Skanska	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	





KEY FACTS

Budget
\$13,500,000

Trustee
Jolanda Jones

Location
1990 Airport Blvd.

SOUTH EARLY COLLEGE HIGH SCHOOL

HISD currently has five early college campuses that offer students the chance to earn college credits while still in high school.

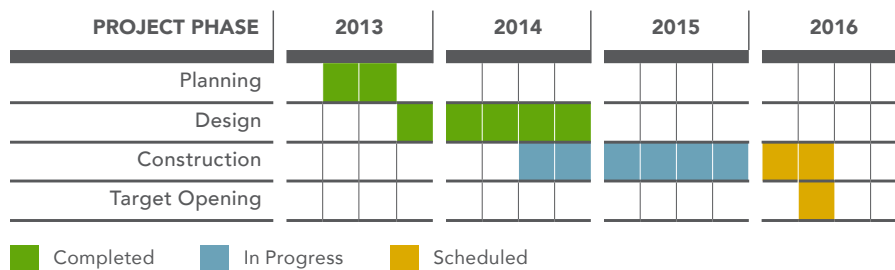
SCOPE OF WORK

New school for 400 students at the Houston Community College – South Campus.

PROJECT STATUS


Exterior masonry and interior framing are ongoing. Building sheathing and weatherproofing are complete.

TARGET SCHEDULE



South Early College High School – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-454	South Early College High School	\$13,500,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		55%
Project Team			
HISD Manager		Cedrick Winslow	
Architect		Smith & Co.	
Contractor		Drymalla	
Program Manager		Kwame Building Group	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	

**KEY FACTS**

Budget
\$72,304,000

Trustee
Jolanda Jones

Location
11625 Martindale Rd.

STERLING HIGH SCHOOL

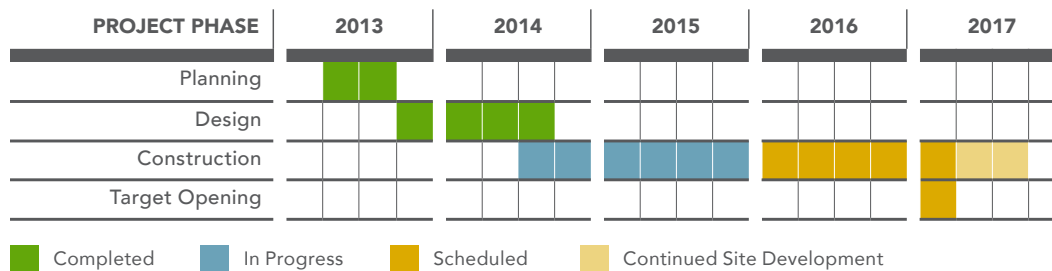
Sterling High School, constructed in 1965, consists of five main school buildings. The Vanguard neighborhood school offers specialized programs such as Marketing, Aviation Sciences, community-based vocational Instruction, and speech therapy.

SCOPE OF WORK

New school for 1,600 – 1,800 students.


PROJECT STATUS

Work is ongoing on underground site utilities, structural steel erection, fireproofing, windows, CMU, wall framing, roofing, plumbing and electrical rough-in. Roof decking and lightweight concrete ongoing.

TARGET SCHEDULE

Sterling High School – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-014	Sterling High School	\$72,304,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		42%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		SHW Group	
Contractor		Cadence McShane Construction, LLC	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	





KEY FACTS

Budget
\$30,115,000

Trustee
Anna Eastman

Location
1900 West 34th St.

WALTRIP HIGH SCHOOL

Waltrip High School opened in 1959 in the Oak Forest neighborhood in north Houston. The school offers a Research & Technology Magnet Program. The goal is to prepare all students to be college or career ready.

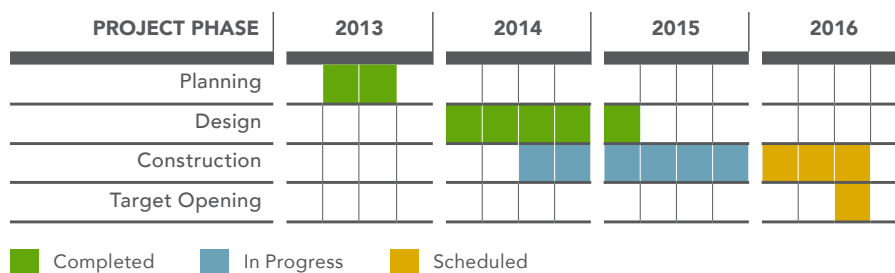
SCOPE OF WORK

Partial replacement and general renovations to accommodate 1,800 – 2,000 students.

PROJECT STATUS


Area A-first, second and third floors will be turned over to campus on first quarter 2016. Grade beams at the band hall addition are completed. First floor restroom partitions and tile installations are underway. Renovations to the arts wing, third floor classroom addition and administration renovation scope to begin in first quarter 2016.

TARGET SCHEDULE



Waltrip High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-015	Waltrip High School	\$30,115,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		48%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Gensler	
Contractor		Satterfield & Pontikes	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	





KEY FACTS

Budget
\$51,732,000

Trustee
Rhonda Skillern-Jones

Location
119 E. 39th St.

WASHINGTON HIGH SCHOOL

Booker T. Washington High School was constructed in 1958 in the northwest part of Houston.

Booker T. Washington was named after the education pioneer and features a specialized program for students interested in the engineering professions.

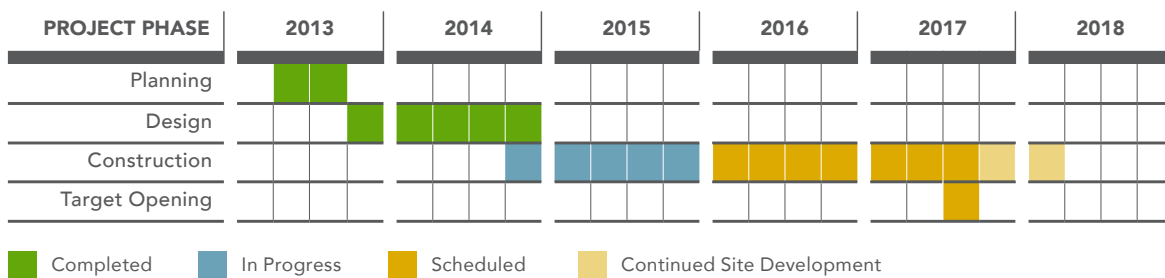
SCOPE OF WORK

New school for 1,100 – 1,300 students.

PROJECT STATUS


Site preparation in progress, including demolition of roads and utilities. Competitive sealed proposals received in December. HISD is evaluating bids and preparing recommendation.

TARGET SCHEDULE



Washington High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-016	Washington High School	\$51,732,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction Documents Construction		95% 10%
Project Team			
HISD Manager		Cedrick Winslow	
Architect		Fanning-Howey/House Partners	
Contractor		TBD	
Program Manager		Kwame Building Group	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	
Construction Start	✓
Construction Complete	



**KEY FACTS**

Budget
\$23,417,000

Trustee
Harvin Moore

Location
Old Farm Road between
Buffalo Bayou and
Westheimer

MARK WHITE ELEMENTARY

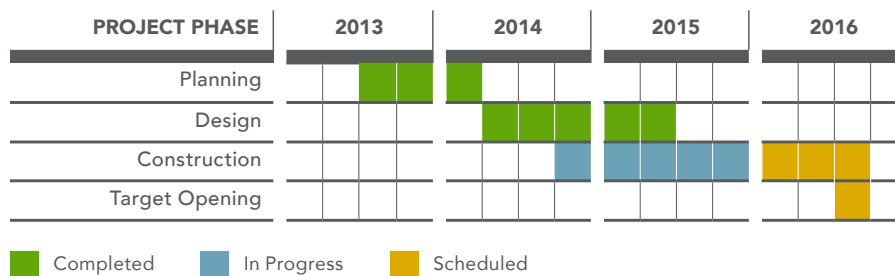
Demographic projections and current student populations indicate a need for a new elementary school in the west Houston area.

SCOPE OF WORK

New school for 750 students.


PROJECT STATUS

Underground MEP is complete. Preparation of remaining concrete pours is underway for teacher parking, bus loop and roadway. Casting beds scope to begin January 2016 for tilt wall production.

TARGET SCHEDULE

Mark White Elementary— continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	TBD	Mark White Elementary	\$23,417,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction		26%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		English & Associates	
Contractor		DivisionOne Construction	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	

**KEY FACTS**

Budget
\$30,180,000

Trustee
Wanda Adams

Location
9215 Scott

WORTHING HIGH SCHOOL

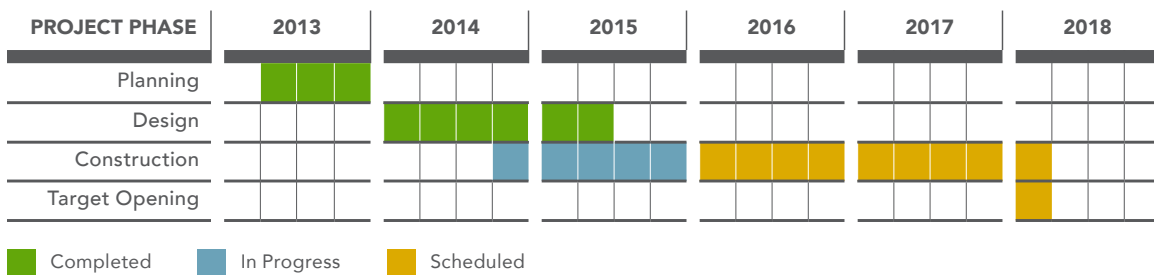
Worthing High School provides a comprehensive academic curriculum, along with career and technology programs. The main building at Worthing High School was constructed in 1959.

SCOPE OF WORK

New facility that will incorporate the new two-story classroom wing for a campus accommodating 1,100 – 1,300 students.


PROJECT STATUS

Phase 1 exterior and interior finishes ongoing. Commissioning in progress. Sixty percent CD review for Phase 2 work recently completed. A/E working on final construction documents.

TARGET SCHEDULE

Worthing High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-019	Worthing High School	\$30,180,000
	Planning and Design Start		Construction Start
	Early/Mid 2013		Mid/Late 2014
	Phase		% of Phase
	Construction Documents Construction		95% 62%
Project Team			
HISD Manager		Cedrick Winslow	
Architect		Molina Walker Architects	
Contractor		B3Ci	
Program Manager		Kwame Building Group	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	
Bid & Award	
Construction Start	✓
Construction Complete	





Project Update Report — Group 2



KEY FACTS

Budget
\$106,724,000

Trustee
Michael L. Lunceford

Location
5100 Maple, Bellaire

BELLAIRE HIGH SCHOOL

Bellaire High School is a Vanguard neighborhood school that serves more than 3,700 students and includes a variety of special programs, including IB, Health Science, World Languages, and Finance. The campus consists of one main building, built in 1955 with a 1981 addition, four smaller buildings, and a new science classroom building. The campus also has several temporary buildings.

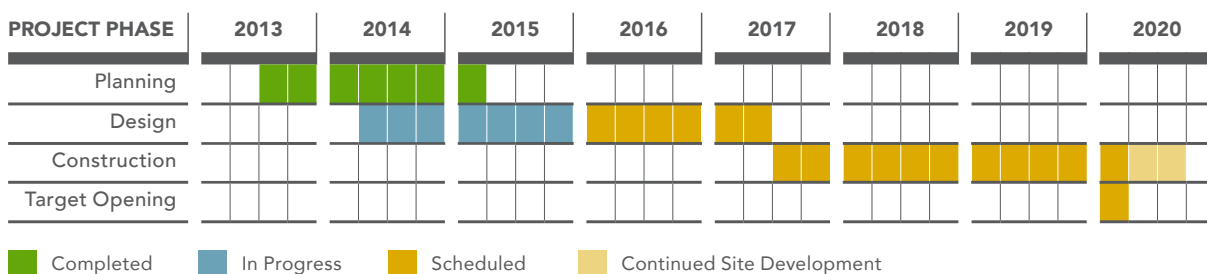
SCOPE OF WORK

New school for 2,800 – 3,100 students that will incorporate the recently completed science classroom and laboratory wing.

PROJECT STATUS

HISD project team is investigating alignment of project scope, phasing, and proposed project schedule with supplemental funding. Schematic Design phase work will proceed based on outcome of that effort.


TARGET SCHEDULE



Note: Schedule subject to change.

Bellaire High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-002	Bellaire High School	\$106,724,000
	Planning and Design Start		Construction Start
	Early/Mid 2014		Mid/Late 2017
	Phase		% of Phase
	Schematic Design		35%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		PBK Architects	
Contractor		Turner Construction Company	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





KEY FACTS

Budget
\$46,764,000

Trustee
Anna Eastman

Location
1101 Quitman

DAVIS HIGH SCHOOL

Jefferson Davis High School was built in 1926 in Houston's northside. The school features a magnet for Culinary Arts and Hotel Management as part of an academic program that seeks to prepare students for college and careers.

An addition to the school was completed in 1978, and several temporary buildings have been added over the years.

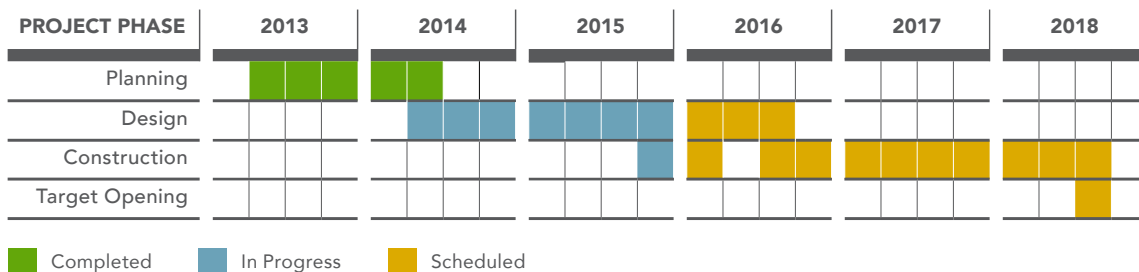
SCOPE OF WORK

New facility preserving the architecturally significant building structure for a school accommodating 1,500 – 1,700 students.

PROJECT STATUS

Abatement and demolition of houses between Fulton and Tackaberry began in December 2015, and is nearing completion. Project team and HISD are working with PAT to align project scope, phasing, and proposed project schedule with new available funding. Schematic Design phase work will proceed based on outcome of those efforts.


TARGET SCHEDULE



Note: Schedule subject to change.

Davis High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-003	Davis High School	\$46,764,000
	Planning and Design Start		Construction Start
	Early/Mid 2014		Mid/Late 2015
	Phase		% of Phase
	Schematic Design		60%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		Bay-IBI Group Architects	
Contractor		H.J. Russell & Company	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





KEY FACTS

Budget
\$59,125,000

Trustee
Wanda Adams

Location
14000 Stancliff

DOWLING MIDDLE SCHOOL

Dowling Middle School serves students in grades 6 through 8 in south Houston. The school offers a fine arts program as part of an academic program to prepare students for high school.

The main building at Dowling Middle School was constructed in 1966, and over the years the campus has grown to include several small ancillary buildings and 17 temporary classroom buildings.

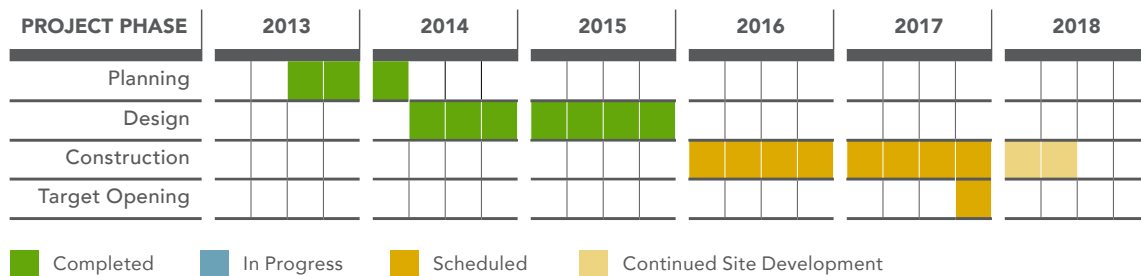
SCOPE OF WORK

New school for 1,300 – 1,500 students.

PROJECT STATUS

Construction documents are complete and have been issued to the CMAR for pricing. CMAR bids are due in late fourth quarter 2015. The CMAR's GMP will be submitted to HISD by mid-January. Site and foundation package has been submitted for permitting.


TARGET SCHEDULE



Note: Schedule subject to change.

Dowling Middle School – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-075	Dowling Middle School	\$59,125,000
	Planning and Design Start		Construction Start
	Early/Mid 2014		Early/Mid 2016
	Phase		% of Phase
	Construction Documents		100%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Harrison Kornberg	
Contractor		Turner Construction Company	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	
Construction Start	
Construction Complete	





KEY FACTS

Budget
\$10,875,000

Trustee
Diana Dávila

Location
1315 Dumble St.

EASTWOOD ACADEMY

Eastwood Academy is college preparatory charter high school southeast of downtown Houston. All of Eastwood Academy's students take a rigorous college-preparatory curriculum and complete 80 hours of community volunteer work prior to graduation.

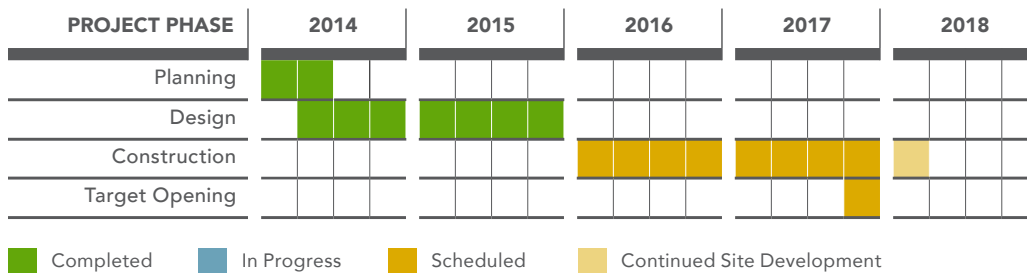
SCOPE OF WORK

New facility that will incorporate the new two-story classroom wing for a campus accommodating 500 students.

PROJECT STATUS

Construction Documents are complete. Bid pricing has been received and GMP is under review for finalization. Site and foundation package has been submitted for permitting.


TARGET SCHEDULE



Note: Schedule subject to change.

Eastwood Academy – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-301	Eastwood Academy	\$10,875,000
	Planning and Design Start		Construction Start
	Early/Mid 2014		Early/Mid 2016
	Phase		% of Phase
	Construction Documents		100%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Prozign	
Contractor		Comex Corporation	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$39,998,131

Trustee
Diana Dávila

Location
Scott between Pease
and Coyle

HIGH SCHOOL FOR LAW ENFORCEMENT & CRIMINAL JUSTICE (HSLECJ)

The mission of the High School for Law Enforcement & Criminal Justice is to provide students and staff with a safe facility where a strong academic education is given in conjunction with an in-depth study of Law Enforcement and Criminal Justice.

SCOPE OF WORK

The school will be rebuilt and funded from surplus bond monies or from real estate sale proceeds.

PROJECT STATUS

Comprehensive abatement and demolition of the existing homes completed. CMAR will continue with demolition of the streets. Unmapped gas distribution line was discovered running underneath building footprint. Relocation of line will impact schedule.

TARGET SCHEDULE


PROJECT PHASE	2013	2014	2015	2016	2017
Planning					
Design					
Construction					
Target Opening					

■ Completed
 ■ In Progress
 ■ Scheduled

Note: Schedule subject to change.

High School for Law Enforcement and Criminal Justice — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-034	High School for Law Enforcement and Criminal Justice	\$39,998,131
	Planning and Design Start		Construction Start
	Early/Mid 2014		Early/Mid 2016
	Phase		% of Phase
	Construction		1%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Page DLR	
Contractor		B3Ci	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	✓
Construction Start	✓
Construction Complete	

**KEY FACTS**

Budget
\$107,974,000

Trustee
Harvin C. Moore

Location
3325 Westheimer Rd.

LAMAR HIGH SCHOOL

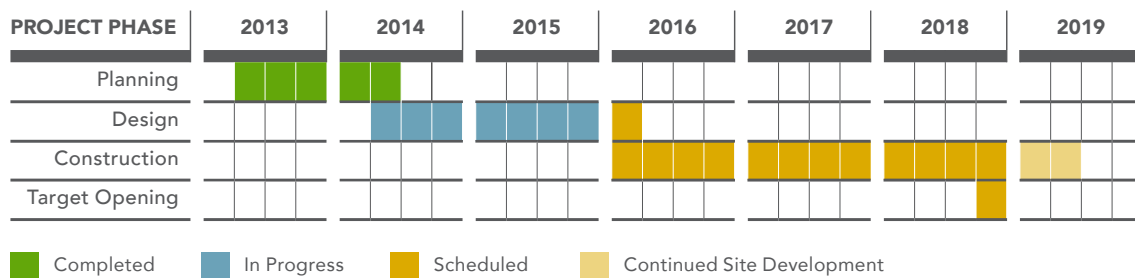
Lamar High School offers an International Baccalaureate World School and a magnet program in Business Administration. The campus consists of four main school buildings and several small ancillary buildings. The original main building was constructed in 1937, with additions in 1987.

SCOPE OF WORK

New facility preserving the architecturally significant building structure for a campus accommodating 2,800 – 3,100 students.

PROJECT STATUS


Work on Design Development phase submittal is underway. A/E pursuing permit for early site package, and CMAR has submitted pricing for the first phase of the construction.

TARGET SCHEDULE

Note: Schedule subject to change.

Lamar High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-008	Lamar High School	\$107,974,000
	Planning and Design Start		Construction Start
	Early/Mid 2014		Early/Mid 2016
	Phase		% of Phase
	Design Development		95%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		Perkins + Will	
Contractor		Gilbane Building Company	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





KEY FACTS

Budget
\$29,485,000

Trustee
Wanda Adams

Location
10626 Atwell

PARKER ELEMENTARY

Parker Elementary in southwest Houston is a music magnet school.

The original campus of Parker Elementary School was constructed in 1959. The campus also includes five temporary classroom buildings.

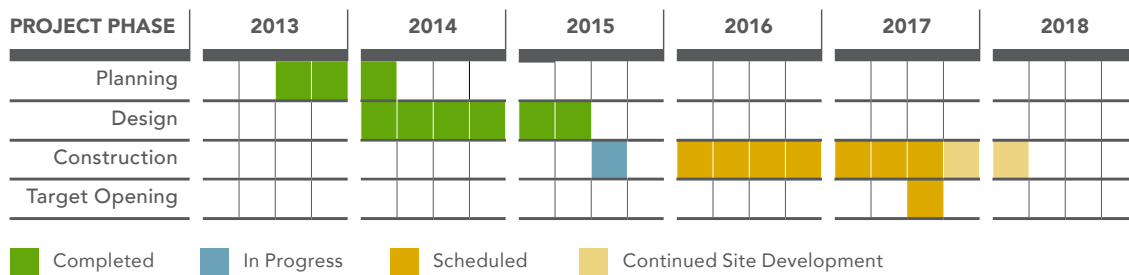
SCOPE OF WORK

New school for 850 students.

PROJECT STATUS

The A/E is completing work on the final construction documents and preparing for pricing/bid issuance in the 1st quarter 2016.


TARGET SCHEDULE



Note: Schedule subject to change.

Parker Elementary — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-215	Parker Elementary	\$29,485,000
	Planning and Design Start		Construction Start
	Early/Mid 2014		Early/Mid 2016
	Phase		% of Phase
	Construction		2%
Project Team			
HISD Manager		Meredith Smith	
Architect		Brave Architecture	
Contractor		TBD	
Program Manager		URS-Skanska	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	✓
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$59,481,000

Trustee
Jolanda Jones

Location
3703 Sampson

YATES HIGH SCHOOL

Yates High School, located in Houston's third ward, provides a comprehensive college preparatory curriculum that features a magnet communications program.

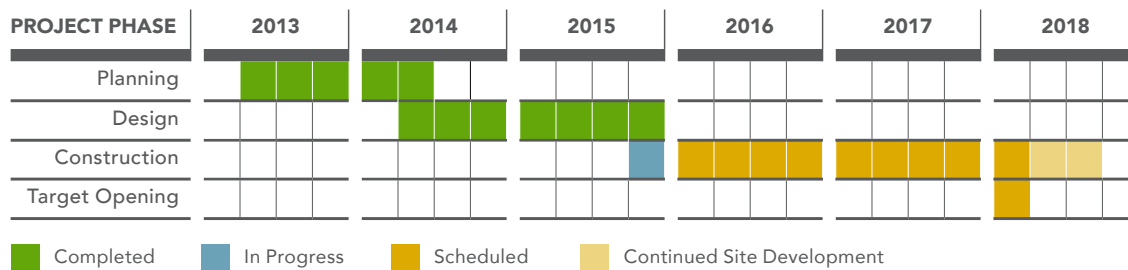
The main building at Yates High School was constructed in 1958.

SCOPE OF WORK

New school for 1,300 – 1,500 students.

PROJECT STATUS


The construction documents for the new high school building have been submitted to the city for permit review. Phase I abatement work complete. Relocation of security and alarm systems is in progress. HISD is reviewing and evaluating GMP submitted by CMAR in mid-December 2015.

TARGET SCHEDULE

Note: Schedule subject to change.

Yates High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-020	Yates High School	\$59,481,000
	Planning and Design Start		Construction Start
	Early/Mid 2014		Mid/Late 2015
	Phase		% of Phase
	Construction Documents Construction		95% 2%
Project Team			
HISD Manager		Cedrick Winslow	
Architect		Moody Nolan	
Contractor		Turner Construction	
Program Manager		Kwame Building Group	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





Project Update Report — Group 3

**KEY FACTS**

Budget
\$26,632,000

Trustee
Greg Meyers

Location
11200 Wood Lodge Drive

ASKEW ELEMENTARY

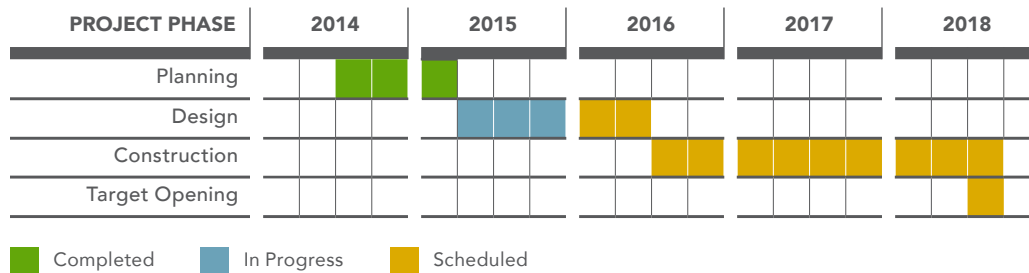
Askew Elementary School is a pre-K – 5 school with a Vanguard magnet and a bilingual education program. The campus includes 22 classrooms in temporary buildings.

SCOPE OF WORK

New school for 850 students.

PROJECT STATUS


Design Development Phase package is completed. A/E is proceeding into Construction Documents phase. Portable buildings package to be submitted for permitting in the 1st quarter 2016.

TARGET SCHEDULE

Note: Schedule subject to change.

Askew Elementary — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-274	Askew Elementary	\$26,632,000
	Planning and Design Start		Construction Start
	Early/Mid 2015		Mid/Late 2016
	Phase		% of Phase
	Design Development		95%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Cre8 Architects	
Contractor		TBD	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$36,693,000

Trustee
Rhonda Skillern-Jones

Location
5800 Eastex Freeway

JORDAN HIGH SCHOOL

Barbara Jordan High School for Careers features HISD's only career magnet school. Located in northeast Houston, the school provides real-world experiences in a variety of professions, from advertising and graphic design to automotive repair.

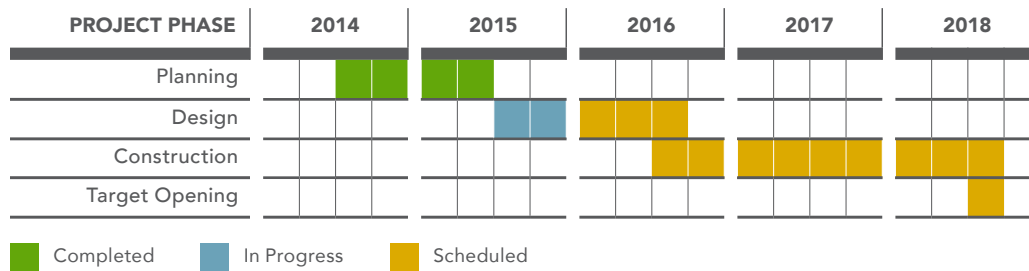
The goal of the program is to graduate students who are college and career ready.

SCOPE OF WORK

New school for 600 – 800 students.

PROJECT STATUS


Revised Design Development submittal is underway and due December 2015.

TARGET SCHEDULE

Note: Schedule subject to change.

Jordan High School for Careers — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-033	Jordan High School for Careers	\$36,693,000
	Planning and Design Start		Construction Start
	Early/Mid 2015		Mid/Late 2016
	Phase		% of Phase
	Design Development		90%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		Corgan Associates, Inc. dba Corgan	
Contractor		TBD	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$101,428,000

Trustee
Anna Eastman

Location
9400 Irvington

SAM HOUSTON HIGH SCHOOL

Sam Houston High School was built in 1934 in north Houston and is one of HISD's largest comprehensive high schools.

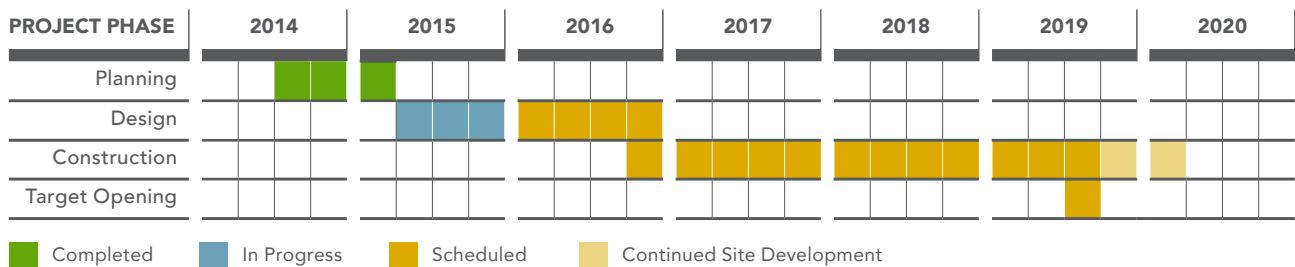
Over the years, the school has undergone several renovations, most recently the addition of a new science and laboratory building to support the school's mission to prepare students for college and careers.

SCOPE OF WORK

New school that incorporates the new science classroom and laboratory wing for 2,550 – 2,750 students.

PROJECT STATUS


Design Development phase documents are in progress. Team working with City of Houston to obtain parking variance for new facility.

TARGET SCHEDULE

Note: Schedule subject to change.

Sam Houston High School – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-310	Sam Houston High School	\$101,428,000
	Planning and Design Start		Construction Start
	Early/Mid 2015		Mid/Late 2016
	Phase		% of Phase
	Design Development		85%
Project Team			
HISD Manager		Meredith Smith	
Architect		Stantec Architecture, Inc.	
Contractor		Satterfield & Pontikes	
Program Manager		URS - Skanska	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$27,159,000

Trustee
Diana Dávila

Location
1906 Cleburne

YOUNG WOMEN'S COLLEGE PREPARATORY ACADEMY (YWCPA)

YWCPA opened in the falls of 2011 in midtown Houston to allow young women to experience a small and inclusive environment enriched with a rigorous college preparatory curriculum.

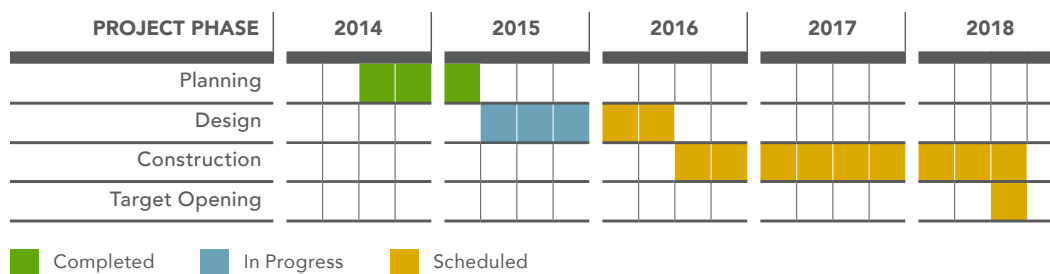
The school is planning on becoming a 6 – 12 school and currently enrolls students in grades 6, 7, 9, and 10.

SCOPE OF WORK

Partial replacement and general renovations to accommodating 900 - 1,000 students.

PROJECT STATUS


The Design Development Phase package is complete and being reviewed by HISD. A/E is working on 60% CD Phase documents.

TARGET SCHEDULE

Note: Schedule subject to change.

Young Women's College Preparatory Academy – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-029	Young Women’s College Preparatory Academy	\$27,159,000
	Planning and Design Start		Construction Start
	Early/Mid 2015		Mid/Late 2016
	Phase		% of Phase
	Design Development		98%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		Natex Corporation	
Contractor		Satterfield & Pontikes	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





Project Update Report — Group 4

**KEY FACTS**

Budget
\$68,429,000

Trustee
Diana Dávila

Location
1700 Dumble St.

AUSTIN HIGH SCHOOL

Stephen F. Austin High School is located in Houston's East End. The campus features a magnet program in the teaching professions and offers all students a curriculum to prepare for college and career.

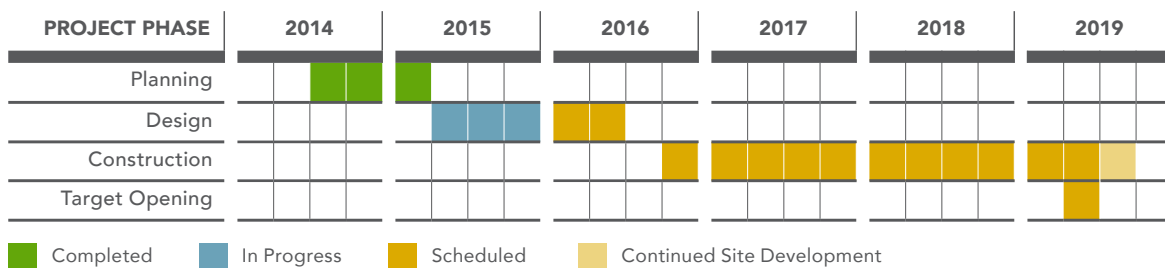
The school's main building was built in 1937.

SCOPE OF WORK

New facility preserving the architecturally significant building structure for a campus accommodating 1,800 – 2,000 students.

PROJECT STATUS


Schematic Design underway. Final package is scheduled for submittal in late December 2015.

TARGET SCHEDULE

Note: Schedule subject to change.

Austin High School – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-001	Austin High School	\$68,429,000
	Planning and Design Start		Construction Start
	Late 2015/Early 2016		Late 2016
	Phase		% of Phase
	Schematic Design		80%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		ERO Architects	
Contractor		Division One	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$26,678,000

Trustee
Anna Eastman

Location
901 Sue Barnett Drive

GARDEN OAKS MONTESSORI K-8

Garden Oaks Elementary school is located in Houston's Garden Oaks neighborhoods, north of 610.

The school features a Montessori magnet with environmental sciences with the goal of empowering students with 21st century learning tools. The original school was built in 1979 with an addition built in 1981. The school was last renovated in 2005.

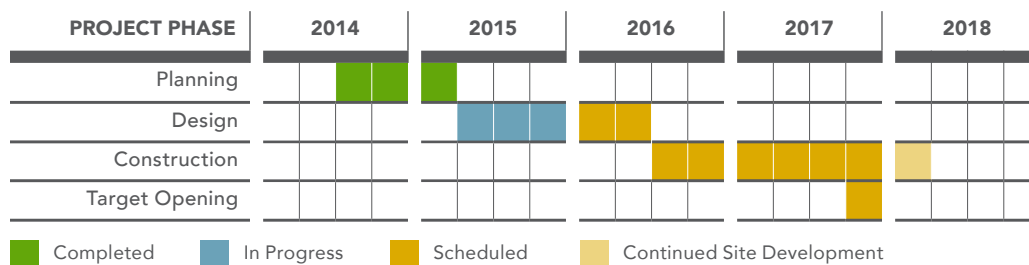
Currently, the campus relies on eight temporary buildings, as well as a temporary restroom.

SCOPE OF WORK

New addition and general renovations of the existing facilities to accommodate 750 – 900 students.

PROJECT STATUS


Design Development submittal is currently under HISD review. Portable buildings package to be submitted for permitting in the first quarter 2016.

TARGET SCHEDULE

Note: Schedule subject to change.

Garden Oaks Elementary – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-157	Garden Oaks Montessori K-8	\$26,678,000
	Planning and Design Start		Construction Start
	Late 2015/Early 2016		Mid/Late 2016
	Phase		% of Phase
	Design Development		90%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Hill Swart Chu Architects, LLC	
Contractor		B3CI	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$1,125,000

Trustee
Jolanda Jones

Location
7414 St. Lo Rd.

JONES HIGH SCHOOL

Jones High School was constructed in 1956 in southeast Houston.

SCOPE OF WORK

Renovations to existing school facilities.

PROJECT STATUS

Team meeting held with the principal to discuss the scope of the project. The project team will continue working with the campus administration to further define scope of renovation and improvements needed at this campus.

TARGET SCHEDULE


PROJECT PHASE	2014	2015	2016
Planning		Completed	Completed
Design			Scheduled
Construction			Scheduled
Target Opening			Continued Site Development

■ Completed
 ■ In Progress
 ■ Scheduled
 ■ Continued Site Development

Note: Schedule subject to change.

Jones High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-006	Jones High School	\$1,125,000
	Planning and Design Start		Construction Start
	Late 2015/Early 2016		Mid 2016
	Phase		% of Phase
	Schematic Design		25%
Project Team			
HISD Manager		Randy Adams	
Architect		TBD	
Contractor		TBD	
Program Manager		N/A	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





KEY FACTS

Budget
\$17,000,000

Trustee
Rhonda Skillern-Jones

Location
6900 Wileyvale Rd.

KASHMERE HIGH SCHOOL

Kashmere High School is located on Houston's northeast side and features music and fine arts magnet as well as a curriculum to prepare students for college and careers.

The school was constructed in 1969 and was last renovated in 2000.

SCOPE OF WORK

Renovations to existing school facilities and site improvements.

PROJECT STATUS

Construction documents are in progress.

TARGET SCHEDULE


PROJECT PHASE	2014	2015	2016	2017
Planning	■ ■ ■	■		
Design		■ ■ ■ ■	■	
Construction			■ ■ ■ ■	■ ■ ■
Target Opening				■

■ Completed
 ■ In Progress
 ■ Scheduled

Note: Schedule subject to change.

Kashmere High School — continued

INFORMATION

Indicator	ID	Project/School/Facility		Budget
	C-007	Kashmere High School		\$17,000,000
	Planning and Design Start		Construction Start	
	Late 2015/Early 2016		Early/Mid 2016	
	Phase		% of Phase	
	Construction Documents		35%	
Project Team				
HISD Manager		Meredith Smith		
Architect		Natex Corporation		
Contractor		TBD		
Program Manager		URS - Skanska		

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$82,736,000

Trustee
Wanda Adams

Location
13719 White Heather Dr.

MADISON HIGH SCHOOL

The mission of James Madison High School for Meteorology and Space Science is to equip students to meet the challenge of the 21st century by providing a “hands-on” commitment-oriented curriculum that promotes skill development for gainful employment and academic excellence for college preparation.

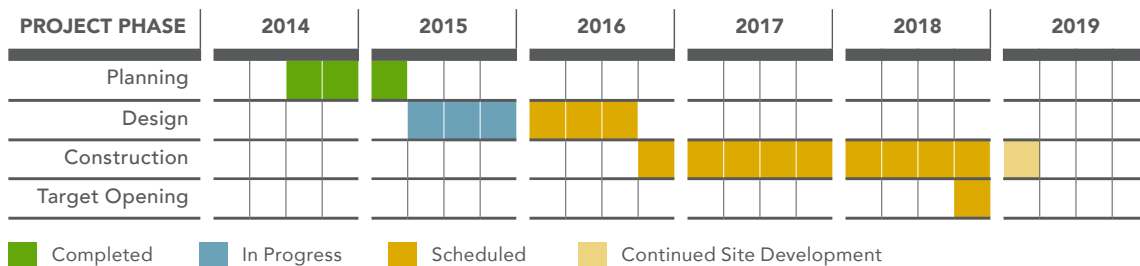
The school, located in southwest Houston, is a campus that consists of five school buildings and 21 temporary buildings.

SCOPE OF WORK

New school for 1,900 – 2,100 students that will incorporate recent science and classroom building renovations.

PROJECT STATUS

The Schematic Design phase package has been completed and approved by HISD. A/E is working on the Design Development Phase documents. The second community meeting was held in fourth quarter 2015.

TARGET SCHEDULE

Note: Schedule subject to change.

Madison High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-010	Madison High School	\$82,736,000
	Planning and Design Start		Construction Start
	Late 2015/Early 2016		Late 2016
	Phase		% of Phase
	Design Development		85%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		Morris Architects, Inc.	
Contractor		TBD	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





KEY FACTS

Budget
\$7,989,000

Trustee
Harvin C. Moore

Location
6302 Skyline Dr.

PILGRIM ACADEMY

Pilgrim Academy was built in 2007 as a new elementary school in the Galleria area that has since expanded with a middle school program.

The school is currently using temporary classrooms for its middle school students.

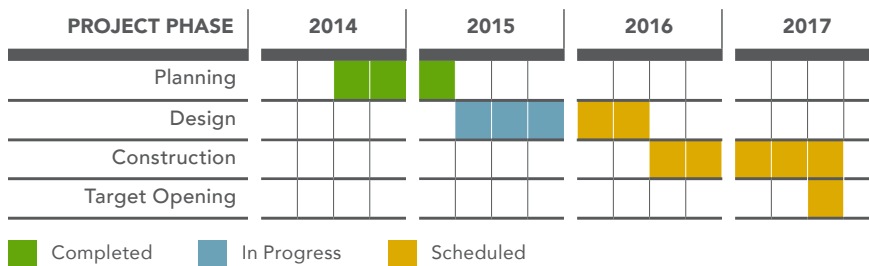
SCOPE OF WORK

New addition for a campus accommodating 750 – 900 students.

PROJECT STATUS

The Schematic Design phase package is under review by HISD.


TARGET SCHEDULE



Note: Schedule subject to change.

Pilgrim Academy – continued

INFORMATION

Indicator	ID	Project/School/Facility		Budget
	C-218	Pilgrim Academy		\$7,989,000
	Planning and Design Start		Construction Start	
	Late 2015/Early 2016		Mid 2016	
	Phase		% of Phase	
	Schematic Design		98%	
Project Team				
HISD Manager		Sizwe Lewis		
Architect		RDC Architects, PLLC		
Contractor		TBD		
Program Manager		Heery International, Inc.		

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$12,566,000

Trustee
Anna Eastman

Location
4141 Costa Rica Rd.

SCARBOROUGH HIGH SCHOOL

Scarborough High School is part of HISD's Houston Innovative Learning Zone program, a partnership between the district and Houston Community College to provide industry certification and associate's degrees in specialized fields. Scarborough's program is in Network Computer Systems Administration.

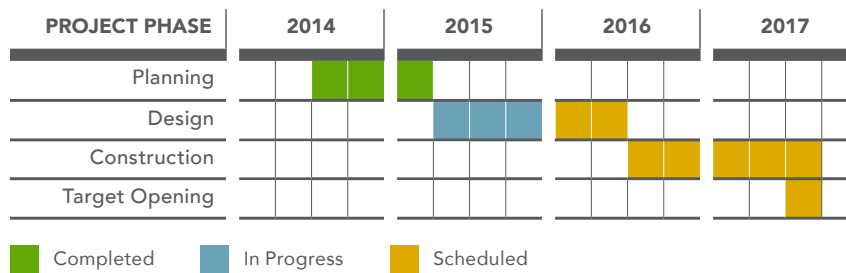
The original buildings at the school were constructed in 1966.

SCOPE OF WORK

Renovations to existing school facilities and site improvements.

PROJECT STATUS


The Design Development phase package has been submitted and is currently under review.

TARGET SCHEDULE

Note: Schedule subject to change.

Scarborough High School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-024	Scarborough High School	\$12,566,000
	Planning and Design Start		Construction Start
	Late 2015/Early 2016		Mid/Late 2016
	Phase		% of Phase
	Design Development		2%
Project Team			
HISD Manager		Meredith Smith	
Architect		Randall - Porterfield Architects, Inc.	
Contractor		TBD	
Program Manager		URS - Skanska	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





KEY FACTS

Budget
\$6,125,000

Trustee
Greg Meyers

Location
8330 Triola Lane

SHARPSTOWN INTERNATIONAL

HISD, in partnership with Asia Society International Studies Schools Network, developed a new high school in August 2007 called the International High School at Sharpstown.

In 2011 – 2012 school year, International High School and Sharpstown Middle School were consolidated to be the first 6 – 12 grade levels magnet program in HISD, with an international studies focus called Sharpstown International School.

SCOPE OF WORK

Renovations to existing school facilities and site improvements.

PROJECT STATUS

The Construction Documents phase is nearing completion. The final Construction Documents package will be issued for competitive sealed proposals in the first quarter 2016. Drawings have been submitted to the City of Houston for permitting.

TARGET SCHEDULE


PROJECT PHASE	2014	2015	2016	2017
Planning	Completed	Completed		
Design		In Progress	Scheduled	
Construction			Scheduled	Scheduled
Target Opening				Scheduled

■ Completed
 ■ In Progress
 ■ Scheduled

Note: Schedule subject to change.

Sharpstown International — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-081	Sharpstown International	
	Planning and Design Start		Construction Start
	Late 2015/Early 2016		Early/Mid 2016
	Phase		% of Phase
	Construction Documents		95%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Autoarch Architects, Inc.	
Contractor		TBD	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	✓
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





KEY FACTS

Budget
\$40,006,000

Trustee
Wanda Adams

Location
11911 Chimney Rock Rd.

WESTBURY HIGH SCHOOL

Westbury High School consists of five main school buildings. The original campus was constructed in 1961 and additions to the main school building were constructed in 1983, 1995, and 2004. Westbury is a Vanguard neighborhood school with special programs in Business Management and Administration, Health Science, A/V Technology, and Communications.

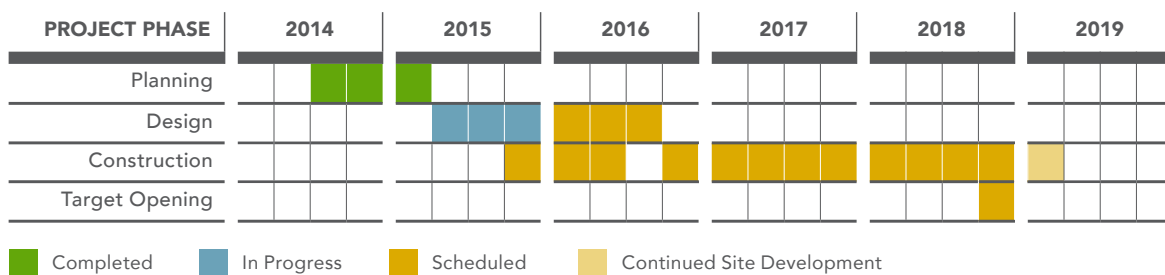
SCOPE OF WORK

Partial replacement and general renovations to accommodate 2,300 – 2,500 students.

PROJECT STATUS

Phase I Athletics demolition package is underway. The Design Development drawings for the main building are nearing completion.


TARGET SCHEDULE



Note: Schedule subject to change.

Westbury High School – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-017	Westbury High School	\$40,006,000
	Planning and Design Start		Construction Start
	Late 2015/Early 2016		Late 2016
	Phase		% of Phase
	Design Development Construction		95% 2%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Joiner Partnership, Inc.	
Contractor		Satterfield & Pontikes	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





KEY FACTS

Budget
\$35,603,000

Trustee
Diana Dávila

Location
900 West Gray St.

WHARTON DUAL LANGUAGE ACADEMY

Wharton Dual Language Academy, in the Montrose area, offers a developmental bilingual program. Wharton was built as a small elementary school in 1929. It currently has seven temporary classroom buildings.

SCOPE OF WORK

New addition and general renovations of the existing facilities to accommodate 750 – 900 students.

PROJECT STATUS

Schematic Design submittal review in progress. A revised SD/DD combined phase package that encompasses use of the baseball field is on track for first quarter submittal.

TARGET SCHEDULE


PROJECT PHASE	2014	2015	2016	2017	2018
Planning	Completed	Completed			
Design		In Progress	Scheduled		
Construction			Scheduled	Scheduled	Scheduled
Target Opening					Scheduled

■ Completed
 ■ In Progress
 ■ Scheduled

Note: Schedule subject to change.

Wharton Dual Language Academy – continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-256	Wharton Dual Language Academy	\$35,603,000
	Planning and Design Start		Construction Start
	Late 2015/Early 2016		Late 2016
	Phase		% of Phase
	Schematic Design		95%
Project Team			
HISD Manager		Sizwe Lewis	
Architect		H. Munoz & Company, Inc.	
Contractor		Division One	
Program Manager		Heery International, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	



**KEY FACTS**

Budget
\$18,914,000

Trustee
Jolanda Jones

Location
2100 Yupon

WILSON MONTESSORI SCHOOL

Wilson Montessori School K-8, located in the Montrose area, was constructed as a small elementary school in 1924 and was renovated in 2004. In February of 2005, HISD and Friends of Montessori (FOM) entered into an agreement to create HISD's first All-Montessori school. The campus has six temporary classroom buildings.

SCOPE OF WORK

New addition and general renovations to accommodate 750 – 900 students.

PROJECT STATUS

The Design Development Phase is in progress. The Design Development Phase package has been submitted and is currently under review by HISD. Portable buildings package to be submitted.

TARGET SCHEDULE


PROJECT PHASE	2014	2015	2016	2017	2018
Planning					
Design					
Construction					
Target Opening					

■ Completed
 ■ In Progress
 ■ Scheduled

Note: Schedule subject to change.

Wilson Montessori School — continued

INFORMATION

Indicator	ID	Project/School/Facility	Budget
	C-259	Wilson Montessori School	\$18,914,000
	Planning and Design Start		Construction Start
	Late 2015/Early 2016		Late 2016
	Phase		% of Phase
	Design Development		98%
Project Team			
HISD Manager		Matisia Hollingsworth	
Architect		Smith & Company Architects, Inc.	
Contractor		TBD	
Program Manager		Rice & Gardner Consultants, Inc.	

MILESTONES COMPLETED

Programming/Conceptual Design	✓
Schematic Design Phase	✓
Design Development	
Construction Documents	
Bid & Award	
Construction Start	
Construction Complete	





Districtwide Projects

DISTRICTWIDE PROJECTS

2012 Project Update Report

TECHNOLOGY UPGRADES AT ALL HISD SCHOOLS: \$100 MILLION

The 2012 bond allocated funding for network improvements and wireless expansion.

Project Status

The scope of this work includes the addition of wireless access points, cabling and other infrastructure equipment, such as network switches and voice over IP (VoIP). These improvements will allow for the expansion of digital instruction as well as safety and security improvements like telephones in classrooms. As of December 2015, related work at the following Phase I schools has been completed: Ashford ES, Briargrove ES, Garden Oaks K-8, Johnston MS, Reagan K-8, Red ES, Harvard ES, Herod ES, Horn ES, Kolter ES, Longfellow ES, Lovett ES, Neff ES, Poe ES, Daily ES, River Oaks ES, School at St. George Place, Sinclair ES, Travis ES, Twain ES and West University ES. It is anticipated that the two remaining schools in Phase I, Bush ES and MacGregor ES, will be completed within the first quarter of 2016.

The VoIP efforts started in April 2015 with the goal of upgrading district locations according to a phased schedule. The project is broken into 10 groups or phases. The first group of schools has been completed including: Pugh ES, Rusk ES, Smith, K. ES, Wainwright ES, Benbrook ES, LECJ, Reynolds ES, Kashmere Gardens ES, King ES, ML Early Childhood, Pershing MS, Young ES, Briscoe ES, Barrick ES, Henderson, N.Q. ES, Alcott ES, Rogers, T.H., Briargrove ES, Briarmeadow ES, Foerster ES, Harris, J.R. ES, Henry ES, Janowski ES, Burrus ES, Bell ES, Bonner ES, Elrod ES and Mading ES.

The next group has begun and includes the following schools: Austin HS, Brookline ES, Cook ES, Crockett ES, Farias Early Childhood, Fondren MS, Hartman MS, Hartsfield ES, Ketelsen ES, Lantrip ES, Law ES, Moreno ES, Oak Forest ES, Seguin ES, Juan ES, Shadowbriar ES, Sharpstown Intl, Shearn ES, Thompson ES, Wesley ES, West Side HS, Worthing HS, Chavez HS and Grady MS. The project will be completed December 2017. For more information please visit <http://www.houstonisd.org/voip>.

MIDDLE SCHOOL RESTROOM RENOVATIONS: \$35 MILLION

Renovations of the restrooms in middle schools across HISD.

Project Status

1. Phase I – JOC (Attucks, Deady, Fonville, Johnston, Key, McReynolds, Pershing, Westbriar and Henry): Projects are 100% complete.
2. Phase II – JOC (Johnston, Pershing, Westbriar, Deady): Projects are 100% complete.
3. CSP Group 1 – Bid package 2 & 3: (Johnston, Pershing, and West Briar) 99% construction completed. (Attucks, Deady, Fonville, Key, and McReynolds): Substantial Completion date scheduled for the end of 1st quarter of 2016. (60% construction completed)
4. CSP Group 2 – Pkg 5: (Clifton, Henry and Welch) Substantial Completion date scheduled for fourth quarter of 2016. Pkg 6: (Fondren, Hartman and Thomas)

Districtwide Projects — continued

Substantial Completion date scheduled for first quarter of 2017; received Board approval end of fourth quarter 2015. CSP procurement and contract finalized January 2016.

5. CSP Group 2 – Pkg 7 (Black, Lanier, Long, and HS Ahead) and Group 3 – Pkg 4 (Flemming, Holland, Pin Oaks, and Sugar Grove): 100% drawings received. Construction and Facilities Services plans to initiate construction on this phase in second quarter of 2016. Pkg 8 (Burbank, Edison, Hamilton, Jackson, and Marshall) and Pkg 9 (Ortiz, Stevenson, and Williams): 100% drawings received. Construction and Facilities Services plans to initiate construction on this phase of the Middle School Restrooms in fourth quarter of 2016.

SAFETY AND SECURITY IMPROVEMENTS: \$17.3 MILLION

Improvements include fencing, security cameras, and access control.

Project Status

Continued replacement of security camera devices and equipment with focus on Priority 1's is underway. Extensive focus has been given to fire code violations, including, but not limited to: fire alarms, audibility, emergency egress lightning, and fire lanes to correct City of Houston Code Compliance issues. Installation of controlled-access and main-entry-door intercom systems districtwide is 94% complete. Based on overall expenditures, 97% of the funds have been used for the safety and security improvements.

LAND ACQUISITION: \$55.8 MILLION

Funds to supplement significant site/parking constraints.

Project Status

The Real Estate Department has finalized the purchase of all individual properties, including residential and unimproved properties, for expansion of current school sites and new school sites as an integral part of the bond program. The final two properties were acquired and total about one acre. These two properties will be utilized for expansion of the school site at Davis High School, as well as expansion of the new school site for Mark White Elementary School. Real Estate currently is marketing 12 surplus properties for sale and is fielding about 20 inquiries regarding these surplus HISD properties each week. One surplus property was placed out for bids, and the sale of that property will be presented to the Board on Jan. 14. Additionally, Real Estate is researching possible sites for future development and is currently working on development of a centralized database of all HISD properties.

**KEY FACTS**

Budget
\$4,804,255

Location
6800 Fairway Drive

BARNETT ATHLETIC COMPLEX

Barnett Athletic Complex is a multipurpose facility including an 8,000-seat football stadium, baseball fields and a fieldhouse.


SCOPE OF WORK*

Regional field house(s) and athletic facility improvements.

PROJECT STATUS

Junior field restroom renovations and site drainage improvements are in progress. MEP upgrades in fieldhouse are ongoing. Fieldhouse restroom renovations are in progress.

Information

Indicator	ID	Project/School/Facility		Budget
	C-661	Barnett Fieldhouse		\$4,804,255
	Target Construction Start		Target Construction Completion	
	4th Qtr. 2014		1st Qtr 2016	
	Phase		% of Phase	
	Construction		62%	
Project Team				
Manager		Meredith Smith		
Architect		PBK Architects		
Contractor		Prime Contractors		
CMPA		URS - Skanska		

*Every project undergoes a scope-to-budget process to validate the final scope of work.

**KEY FACTS**

Budget
\$4,591,811

Location
13755 South Main Street

BUTLER ATHLETIC COMPLEX

Butler Athletic Complex is a multipurpose facility including an 8,000-seat football stadium, baseball fields and a fieldhouse.


SCOPE OF WORK*

Regional field house(s) and athletic facility improvements.

PROJECT STATUS

Final review of punch list is in progress.

INFORMATION

Indicator	ID	Project/School/Facility		Budget
	C-662	Butler Fieldhouse		\$4,591,811
	Target Construction Start		Target Construction Completion	
	4th Qtr. 2014		1st Qtr 2016	
	Phase		% of Phase	
	Construction		98%	
Project Team				
Manager		Meredith Smith		
Architect		PBK Architects		
Contractor		Prime		
CMPA		URS - Skanska		

*Every project undergoes a scope-to-budget process to validate the final scope of work.

**KEY FACTS**

Budget
\$35,278,934

Location
2020 Mangum Road

DELMAR FIELDHOUSE

Delmar Fieldhouse is a multipurpose facility including a 12,000-seat football stadium, baseball fields, and a fieldhouse.


SCOPE OF WORK*

Replacement of Regional field house(s) and athletic facility improvements.

PROJECT STATUS

Steel erection is ongoing. Interior and exterior CMU is ongoing. Erection of precast panels and interior plumbing ongoing.

INFORMATION

Indicator	ID	Project/School/Facility		Budget
	C-663	Delmar Fieldhouse		\$35,278,934
	Target Construction Start		Target Construction Completion	
	1st Qtr 2014		2nd Qtr. 2016	
	Phase		% of Phase	
	Construction		42%	
Project Team				
Manager		Sizwe Lewis		
Architect		PBK Architects		
Contractor		DivisionOne Construction		
CMPA		Rice & Gardner Consultants, Inc.		

*Every project undergoes a scope-to-budget process to validate the final scope of work.



Business Assistance (M/WBE) Bond Report

Alexis Licata
General Manager, Business Assistance
4400 W. 18th Street, Level 1 South
Houston, Texas 77092
BusinessAssistance@HoustonISD.org

HISD WORKSHOPS

WORKSHOP WEDNESDAY

- October – *"Understanding the HISD M/WBE Program"*, Presenter: Rhonda Skillern-Jones, HISD Board President
- November – *"The Power of E-mail Marketing"*, Presenter: Toni Harris, Coach, Author, Speaker and Trainer
- December – *"HISD Bond Program Workshop"*, Presenter: Derrick Sanders, General Manager, Construction & Facilities Services

M/WBE OUTREACH EVENTS

CITY OF HOUSTON

- Workshop
- Meet the Buyer

CONSTRUCTION CONTRACTORS COLLEGE

- Panel Presentation @ KBC

GOVERNMENT PROCUREMENT CONNECTIONS

- 2016 Planning Committee

GREATER HOUSTON BUSINESS PROCUREMENT FORUM

- Success In Business-Houston Independent School District
- Award Ceremony

HOUSTON EAST END CHAMBER

- How to Do Business Luncheon

HOUSTON HISPANIC CHAMBER OF COMMERCE

- Supplier Diversity & Procurement Business Expo

HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL

- 2015 Expo

TURNER SCHOOL OF CONSTRUCTION MANAGEMENT

- 2015 Graduation

US TX DOT

- Houston Bonding and Access to Capital Program Luncheon

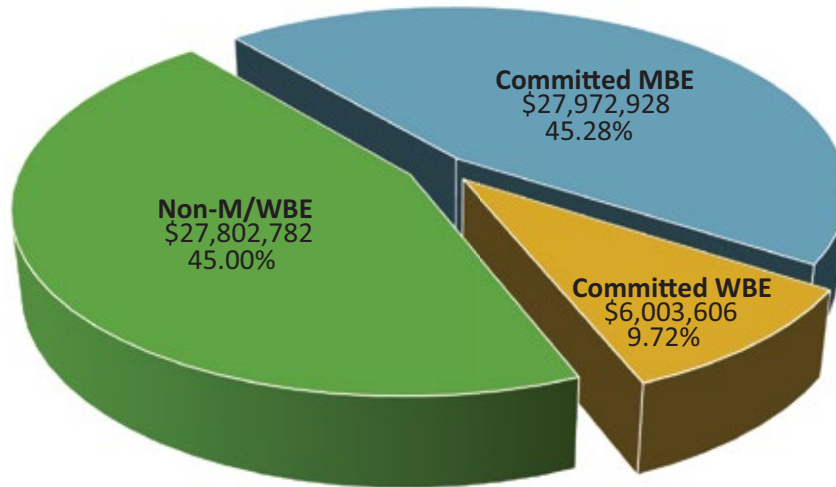
2012 BOND CONSTRUCTION M/WBE BREAKDOWN BY PROJECT TYPE

Calculations based on numbers reported as of December 15, 2015.

ARCHITECT PROJECTS

TOTAL AWARDED: \$61,779,316

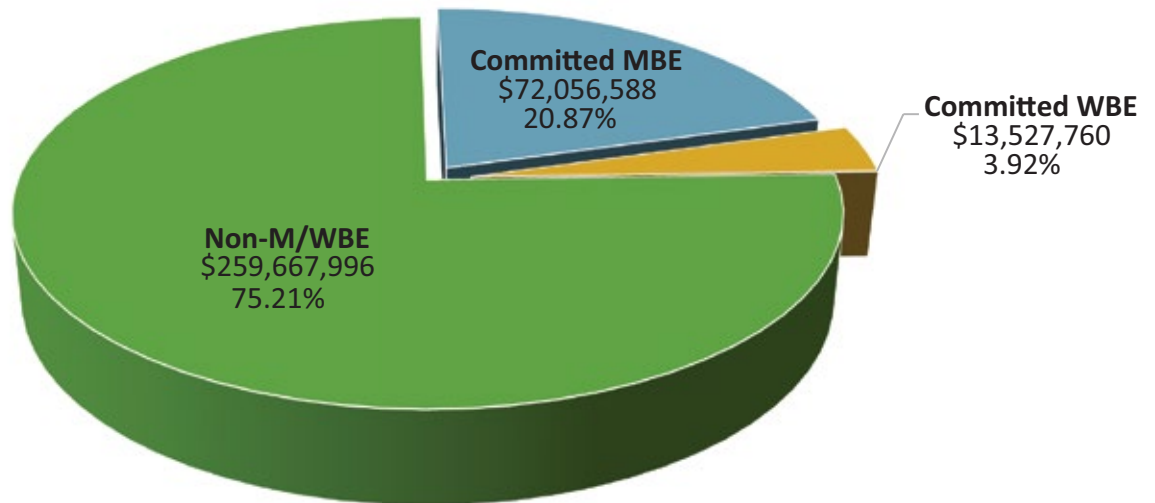
TOTAL COMMITTED: \$33,976,534



CONSTRUCTION FIRM PROJECTS

TOTAL AWARDED: \$345,252,344

TOTAL COMMITTED: \$85,584,348



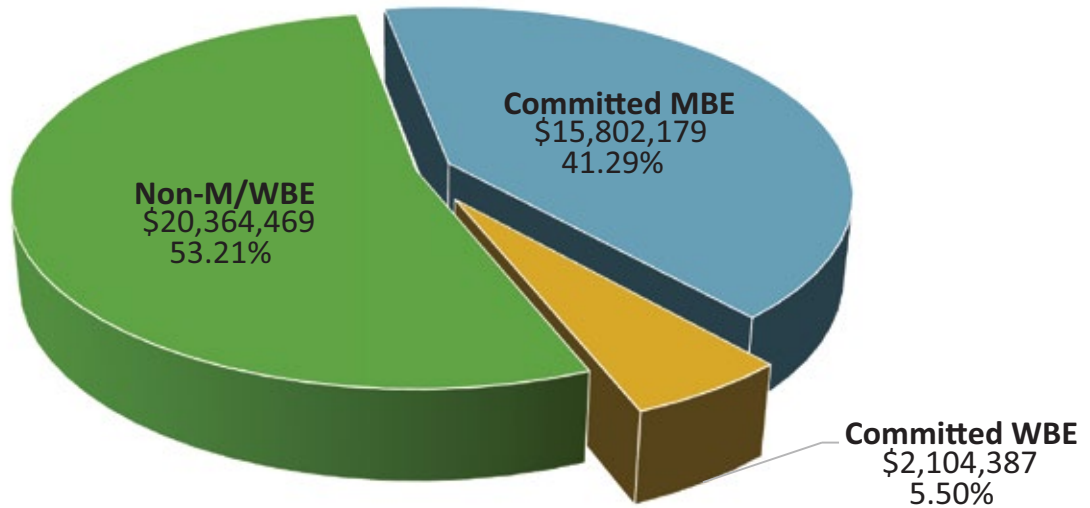
2012 BOND CONSTRUCTION M/WBE BREAKDOWN BY PROJECT TYPE

Calculations based on numbers reported as of December 15, 2015

PROGRAM MANAGEMENT FIRM PROJECTS

TOTAL AWARDED: \$38,271,035

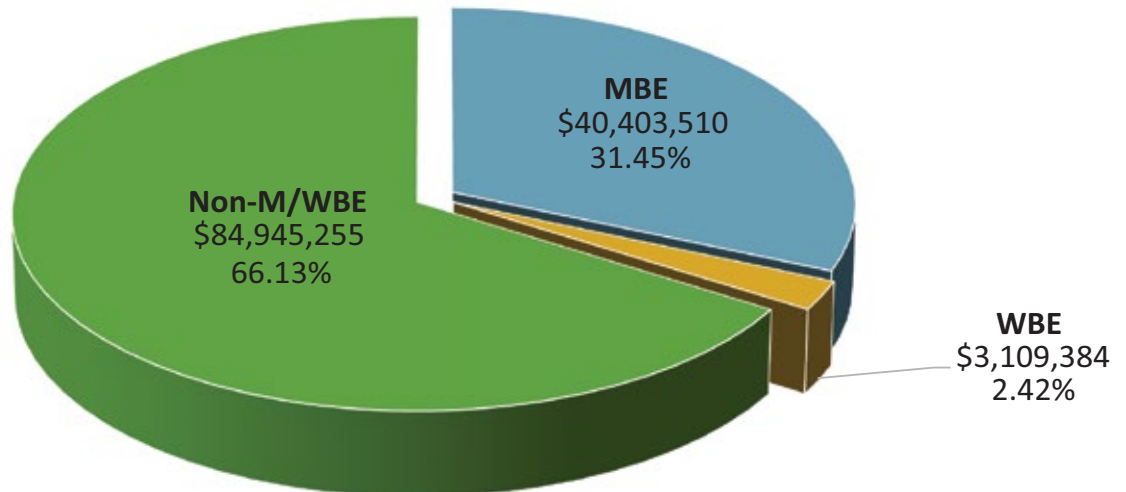
TOTAL COMMITTED: \$17,906,566



OTHER PROJECTS/VARIOUS VENDOR COSTS (INCLUDING OTHER PROGRAM MANAGEMENT FEES & COSTS)

TOTAL AWARDED: \$128,458,149

M/WBE SPEND: \$43,512,894



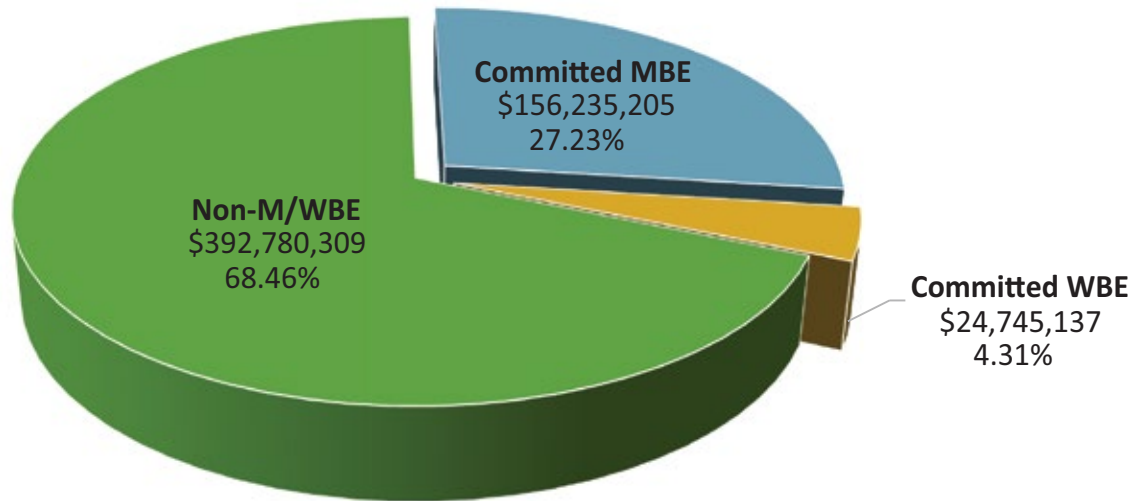
2012 BOND CONSTRUCTION M/WBE BREAKDOWN BY PROJECT TYPE

Calculations based on numbers reported as of December 15, 2015

TOTAL COMBINED PROJECTS

TOTAL AWARDED: \$573,760,844

TOTAL COMMITTED: \$180,980,342



M/WBE BOND REPORT

School Name	Vendor / Project Type	Vendor Name	Contracted Amount	Payments to Date	"First Tier MBE Spend"	"First Tier WBE Spend"	Additional MBE Spend	Additional WBE Spend	Second Tier MBE Spend	Second Tier WBE Spend	Actual M/ WBE Spend Amount	Actual M/ WBE Spend Percentage
DEBAKEY H S H P	Architect	WHR Architects	\$2,553,770.88	\$1,986,425.60	\$-	\$-	\$-	\$-	\$94,712.50	\$434,121.00	\$528,833.50	20.71%
	CMAR	Telepsen Builders, L. P.	\$16,820,098.32	\$12,009,908.14	\$-	\$-	\$-	\$-	\$8,107.80	\$-	\$8,107.80	0.05%
	Other	Various Vendors	\$1,291,428.25	\$694,992.25	\$550,729.90	\$-	\$-	\$-	\$-	\$-	\$550,729.90	42.65%
		Total	\$20,674,297.45	\$14,671,325.99								
GRADY MIDDLE SCHOOL	Architect	Natex	\$540,312.34	\$485,300.34	\$-	\$540,312.34	\$-	\$-	\$-	\$-	\$540,312.34	100.00%
	CMAR	DivisionOne Construction, LLC	\$10,511,184.75	\$8,199,994.52	\$-	\$-	\$-	\$-	\$2,595,681.46	\$2,850.00	\$2,598,531.46	24.72%
	Other	Various Vendors	\$2,080,189.37	\$997,082.36	\$702,278.16	\$115,550.31	\$-	\$-	\$-	\$-	\$817,828.47	39.32%
		Total	\$13,131,686.46	\$9,682,377.22								
LEE HIGH SCHOOL	Architect	WHR/Lake Flato	\$2,837,883.24	\$1,789,875.80	\$-	\$-	\$-	\$-	\$118,756.25	\$398,823.00	\$517,579.25	18.24%
	CMAR	Salterfield & Pontikes Construction Co.	\$7,468,500.07	\$1,377,623.43	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$1,411,226.46	\$877,075.09	\$25,426.32	\$15,782.50	\$-	\$-	\$-	\$-	\$41,208.82	2.92%
		Total	\$11,717,609.77	\$4,044,574.32								
MANDARIN CHINESE LANGUAGE IMMERSION MAGNET SCHOOL	Architect	PBK Architects	\$1,227,695.73	\$946,352.15	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	CMAR	Salterfield & Pontikes Construction Co.	\$26,333,124.37	\$10,708,328.63	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$307,254.09	\$194,900.95	\$57,751.00	\$-	\$-	\$-	\$-	\$-	\$57,751.00	18.80%
		Total	\$27,868,074.19	\$11,849,581.73								
MARK WHITE ELEMENTARY SCHOOL	Architect	English & Associates	\$775,603.43	\$548,601.36	\$-	\$775,603.43	\$-	\$-	\$-	\$-	\$775,603.43	0.00%
	CMAR	DivisionOne Construction, LLC	\$16,049,020.00	\$2,535,138.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$1,400,318.27	\$895,856.97	\$1,054,487.19	\$15,270.80	\$-	\$-	\$-	\$-	\$1,069,757.99	0.00%
		Total	\$18,224,941.70	\$3,979,596.33								
MICKEY LELAND COLLEGE PREPARATORY ACADEMY (YMCPA)	Architect	Harrison Kormberg	\$1,369,596.15	\$936,475.20	\$1,369,596.15	\$-	\$303,576.00	\$18,020.00	\$303,576.00	\$18,020.00	\$1,691,192.15	123.48%
	CSP	Prime Contractors	\$5,000,000.00	\$334,960.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	CMAR	KBR Building Group, LLC	\$535,986.00	\$359,621.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
		Various Vendors	\$1,801,846.63	\$1,720,855.30	\$535,596.73	\$9,426.00	\$-	\$-	\$-	\$-	\$545,022.73	28.66%
MILBY HIGH SCHOOL	Architect	Kirksey Architecture	\$2,776,974.18	\$2,063,349.92	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	CMAR	Telepsen Builders, L. P.	\$53,973,215.35	\$7,601,188.38	\$-	\$-	\$-	\$-	\$78,992.43	\$3,990.00	\$82,982.43	0.15%
	Other	Various Vendors	\$6,308,409.64	\$5,967,482.37	\$3,231,609.88	\$123,295.25	\$-	\$-	\$-	\$-	\$3,354,905.13	53.18%
		Total	\$63,060,599.17	\$15,632,021.67								
NORTH HOUSTON EARLY COLLEGE HIGH SCHOOL	Architect	RDLR Architects	\$862,939.09	\$537,103.09	\$862,939.09	\$-	\$39,471.00	\$12,000.00	\$39,471.00	\$12,000.00	\$714,410.09	107.76%
	CMAR	Dymally Construction Company Inc.	\$11,381,123.31	\$5,530,811.00	\$-	\$-	\$-	\$-	\$423,683.69	\$-	\$423,683.69	3.72%
	Other	Various Vendors	\$779,081.09	\$608,246.74	\$9,403.81	\$23,500.00	\$-	\$-	\$-	\$-	\$32,903.81	4.22%
		Total	\$12,823,123.49	\$6,676,160.83								
SHARPS TOWN HIGH SCHOOL	Architect	Munoz & Company	\$2,161,935.24	\$1,442,264.96	\$2,161,935.24	\$-	\$-	\$-	\$-	\$-	\$2,161,935.24	100.00%
	CMAR	ICI Construction	\$27,000.00	\$27,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$1,455,474.51	\$925,496.75	\$430,211.44	\$-	\$-	\$-	\$-	\$-	\$430,211.44	29.56%
		Total	\$3,644,409.75	\$2,394,761.71								

M/WBE BOND REPORT

School Name	Vendor / Project Type	Vendor Name	Contracted Amount	Payments to Date	"First Tier MBE Spend"	"First Tier MBE Spend"	Additional MBE Spend	Additional WBE Spend	Second Tier MBE Spend	Second Tier WBE Spend	Actual M/ WBE Spend Amount	Actual M/ WBE Percentage
SOUTH EARLY COLLEGE HIGH SCHOOL (EMPOWERMENT)	Architect	Smith & Company Architects, Inc.	\$627,000.00	\$460,218.00	\$627,000.00	\$-	\$-	\$-	\$-	\$-	\$627,000.00	0.00%
	CMAR	Drymalla Construction Company Inc.	\$11,208,488.00	\$4,904,864.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$934,335.61	\$501,097.01	\$3,405.15	\$-	\$-	\$-	\$-	\$-	\$3,405.15	0.00%
		Total	\$12,769,803.61	\$5,865,979.01								
STERLING HIGH SCHOOL	Architect	Slantec Architecture Inc.	\$534,643.00	\$108,864.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	CMAR	Cadence McShane Construction, Inc.	\$45,486,179.00	\$17,030,309.06	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$2,953,452.31	\$2,778,005.99	\$778,308.16	\$-	\$-	\$-	\$-	\$-	\$778,308.16	26.35%
		Total	\$48,984,274.31	\$19,917,179.05								
WALTRIP HIGH SCHOOL	Architect	Gensler	\$1,088,391.55	\$805,778.22	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	CMAR	Satterfield & Pontikes Construction Co.	\$33,137,950.79	\$14,297,901.14	\$-	\$-	\$-	\$-	\$1,519,614.05	\$-	\$1,519,614.05	4.59%
	Other	Various Vendors	-\$9,502,383.09	-\$9,663,456.44	\$21,331.62	\$-	\$-	\$-	\$-	\$-	\$21,331.62	-0.22%
		Total	\$24,723,959.25	\$5,440,222.92								
WASHINGTON HIGH SCHOOL	Architect	Fanning-Hovey House Partners, Lllc	\$1,957,241.60	\$1,306,639.60	\$-	\$-	\$-	\$-	\$306,212.20	\$264,886.00	\$571,098.20	29.18%
	CSP	KBR Building Group, LLC	\$32,000.00	\$25,560.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$930,723.32	\$187,464.45	\$798,415.12	\$-	\$-	\$-	\$-	\$-	\$1,235,631.12	132.76%
		Total	\$2,919,964.92	\$1,519,664.05								
WORTHING HIGH SCHOOL	Architect	Molina Walker Architects, Inc.	\$961,200.00	\$404,400.00	\$-	\$961,200.00	\$-	\$-	\$-	\$-	\$961,200.00	100.00%
	CMAR	Balfour/SCI (A Joint Venture-B3CI)	\$23,545,446.91	\$17,726,867.66					\$6,561,585.76	\$1,242,414.47	\$7,804,000.23	33.14%
	Other	Various Vendors	-\$4,146,410.89	-\$4,168,698.34	\$17,105.16	\$-	\$-	\$-	\$-	\$-	\$17,105.16	-0.41%
		Total	\$20,360,236.02	\$13,962,569.32								
BELLARE HIGH SCHOOL	Architect	PBK Architects	\$3,882,525.84	\$524,140.99	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$497,088.28	\$196,447.28	\$267,120.00	\$-	\$-	\$-	\$-	\$-	\$267,120.00	53.74%
		Total	\$4,379,594.12	\$680,588.27								
	Architect	BAY/BI	\$1,597,796.65	\$229,181.61	\$-	\$-	\$-	\$-	\$-	\$47,250.00	\$47,250.00	2.96%
DAVIS HIGH SCHOOL	CMAR	H. J. Russel & Company	\$75,000.00	\$26,525.00	\$75,000.00	\$-	\$-	\$-	\$-	\$-	\$75,000.00	100.00%
	Other	Various Vendors	\$682,292.85	\$279,226.68	\$462,503.47	\$-	\$-	\$-	\$-	\$-	\$462,503.47	67.79%
		Total	\$2,355,089.50	\$534,933.29								
	Architect	Harrison Kornberg	\$2,118,935.01	\$906,556.65	\$2,118,935.01	\$-	\$-	\$-	\$-	\$-	\$2,118,935.01	100.00%
DOWLING MIDDLE SCHOOL	Other	Various Vendors	\$232,093.91	\$36,133.91	\$95,749.00	\$-	\$-	\$-	\$-	\$-	\$95,749.00	41.25%
		Total	\$2,351,028.92	\$942,690.56								
	Architect	Prosign	\$460,218.27	\$216,973.27	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$98,005.74	\$34,266.24	\$16,867.00	\$-	\$-	\$-	\$-	\$-	\$16,867.00	17.21%
EASTWOOD ACADEMY HIGH SCHOOL		Total	\$558,224.01	\$251,241.51								
	Architect	Perkins-Willi	\$3,553,629.86	\$1,046,927.47	\$-	\$-	\$-	\$-	\$62,151.50	\$59,700.00	\$121,851.50	3.43%
	CMAR	Gilbane Building Company	\$75,000.00	\$46,750.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$500,763.87	\$144,646.37	\$57,741.80	\$-	\$-	\$-	\$-	\$-	\$57,741.80	11.53%
		Total	\$4,129,393.73	\$1,238,325.84								

M/WBE BOND REPORT

School Name	Vendor / Project Type	Vendor Name	Contracted Amount	Payments to Date	"First Tier MBE Spend"	"First Tier WBE Spend"	Additional MBE Spend	Additional WBE Spend	Second Tier MBE Spend	Second Tier WBE Spend	Actual M/ WBE Spend Amount	Actual M/ WBE Spend Percentage
PARKER ELEMENTARY SCHOOL	Architect	Brave Architecture	\$1,068,057.90	\$476,886.43	\$1,068,057.90	\$-	\$-	\$-	\$-	\$-	\$1,068,057.90	100.00%
PARKER ELEMENTARY SCHOOL	CMAR	Brae Burn Construction Company	\$282,728.00	\$272,728.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
PARKER ELEMENTARY SCHOOL	Other	Various Vendors	\$218,669.80	\$100,724.77	\$57,342.99	\$-	\$-	\$-	\$-	\$-	\$57,342.99	26.22%
		Total	\$1,569,455.70	\$850,339.20								
YATES HIGH SCHOOL	Architect	Moody-Nolan/Huerta Associates	\$2,076,875.04	\$942,900.50	\$2,076,875.04	\$-	\$-	\$-	\$-	\$-	\$2,076,875.04	100.00%
YATES HIGH SCHOOL	Other	Various Vendors	\$420,047.79	\$132,327.36	\$64,443.31	\$5,460.00	\$-	\$-	\$-	\$-	\$69,903.31	16.64%
		Total	\$2,496,922.83	\$1,075,227.86								
ASKEW ELEMENTARY SCHOOL	Architect	Cre8 Architects	\$932,100.00	\$133,596.00	\$932,100.00	\$-	\$-	\$-	\$-	\$-	\$932,100.00	100.00%
ASKEW ELEMENTARY SCHOOL	Other	Various Vendors	\$233,395.04	\$56,176.04	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
		Total	\$1,165,495.04	\$189,772.04								
FURR HIGH SCHOOL	Architect	ERO International LLP	\$1,664,108.01	\$1,139,754.40	\$1,664,108.01	\$-	\$-	\$-	\$-	\$-	\$1,664,108.01	100.00%
FURR HIGH SCHOOL	CSP	Prime Contractors	\$40,500,152.00	\$3,359,460.63	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
FURR HIGH SCHOOL	Other	Various Vendors	\$1,015,497.18	\$757,945.16	\$94,996.52	\$26,087.50	\$-	\$-	\$-	\$-	\$121,064.02	11.92%
		Total	\$43,179,757.19	\$5,257,160.19								
HIGH SCHOOL FOR PERFORMING & VISUAL ARTS	Architect	Gensler	\$3,326,697.10	\$2,191,174.05	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
HIGH SCHOOL FOR PERFORMING & VISUAL ARTS	CMAR	Cadence McShane Construction, Inc.	\$453,019.41	\$453,019.41	\$-	\$-	\$-	\$-	\$4,994.00	\$-	\$4,994.00	1.10%
HIGH SCHOOL FOR PERFORMING & VISUAL ARTS	Other	Various Vendors	\$737,826.50	\$101,267.52	\$549,243.71	\$-	\$-	\$-	\$-	\$-	\$549,243.71	74.44%
		Total	\$4,517,543.01	\$2,745,460.98								
JORDAN HIGH SCHOOL	Architect	Corgan Associates, Inc. DBA Corgan	\$1,230,000.00	\$176,304.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
JORDAN HIGH SCHOOL	Other	Various Vendors	\$173,028.50	\$77,767.74	\$16,310.98	\$-	\$-	\$-	\$-	\$-	\$16,310.98	9.43%
		Total	\$1,403,028.50	\$254,071.74								
SAM HOUSTON MATH SCIENCE AND TECHNOLOGY CENTER	Architect	Stanlec Architecture Inc.	\$3,569,349.00	\$866,643.96	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
SAM HOUSTON MATH SCIENCE AND TECHNOLOGY CENTER	Other	Various Vendors	\$152,691.19	\$133,567.44	\$67,667.00	\$-	\$-	\$-	\$-	\$-	\$67,667.00	44.32%
		Total	\$3,722,040.19	\$990,211.40								
YOUNG WOMEN'S COLLEGE PREPARATORY ACADEMY (YWCPA)	Architect	Natlex	\$1,042,930.00	\$310,594.31	\$-	\$1,042,930.00	\$-	\$-	\$-	\$-	\$1,042,930.00	100.00%
YOUNG WOMEN'S COLLEGE PREPARATORY ACADEMY (YWCPA)	Other	Various Vendors	\$64,774.23	\$26,744.23	\$46,017.00	\$-	\$-	\$-	\$-	\$-	\$46,017.00	71.04%
		Total	\$1,107,704.23	\$337,338.54								
AUSTIN HIGH SCHOOL	Architect	ERO International LLP	\$2,328,000.00	\$296,820.00	\$2,328,000.00	\$-	\$-	\$-	\$-	\$-	\$2,328,000.00	100.00%
AUSTIN HIGH SCHOOL	Other	Various Vendors	\$72,168.00	\$0.00	\$72,168.00	\$-	\$-	\$-	\$-	\$-	\$72,168.00	100.00%
		Total	\$2,400,168.00	\$296,820.00								
GARDEN OAKS ELEMENTARY SCHOOL	Architect	Hill Swart Chu Architects	\$911,032.00	\$129,821.00	\$-	\$911,032.00	\$-	\$-	\$-	\$-	\$911,032.00	100.00%
GARDEN OAKS ELEMENTARY SCHOOL	Other	Various Vendors	\$246,418.69	\$49,196.69	\$104,911.00	\$17,980.00	\$-	\$-	\$-	\$-	\$122,891.00	49.87%
		Total	\$1,157,450.69	\$179,017.69								
KASHMIRE HIGH SCHOOL	Architect	Natlex	\$610,063.00	\$268,253.00	\$-	\$610,063.00	\$-	\$-	\$-	\$-	\$610,063.00	100.00%
KASHMIRE HIGH SCHOOL	Other	Various Vendors	\$86,438.24	\$71,853.06	\$37,489.59	\$-	\$-	\$-	\$-	\$-	\$37,489.59	43.37%
		Total	\$696,501.24	\$360,106.06								
MADISON HIGH SCHOOL	Architect	Morris Architects, Inc.	\$2,822,400.00	\$361,024.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
MADISON HIGH SCHOOL	Other	Various Vendors	\$152,407.97	\$101,547.07	\$70,390.00	\$-	\$-	\$-	\$-	\$-	\$70,390.00	46.19%
		Total	\$2,974,807.97	\$462,571.07								

M/WBE BOND REPORT

School Name	Vendor / Project Type	Vendor Name	Contracted Amount	Payments to Date	"First Tier MBE Spend"	"First Tier WBE Spend"	Additional MBE Spend	Additional WBE Spend	Second Tier MBE Spend	Second Tier WBE Spend	Actual M/WBE Spend Amount	Actual M/WBE Spend Percentage
PILGRIM ACADEMY	Architect	RDC Architects	\$230,400.00	\$32,141.00	\$230,400.00	\$-	\$-	\$-	\$-	\$-	\$230,400.00	100.00%
	Other	Various Vendors	\$144,897.75	\$137,192.75	\$33,768.00	\$-	\$-	\$-	\$-	\$-	\$33,768.00	23.30%
		Total	\$375,297.75	\$169,333.75								
SCARBOROUGH HIGH SCHOOL	Architect	Randall-Porterfield	\$441,292.00	\$129,077.86	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$61,654.91	\$50,879.91	\$61,131.75	\$-	\$-	\$-	\$-	\$-	\$61,131.75	99.15%
		Total	\$502,946.91	\$179,957.77								
SHARPSTOWN INTERNATIONAL SCHOOL	Architect	Autoarch Architects	\$233,168.00	\$103,845.00	\$-	\$233,168.00	\$-	\$-	\$-	\$-	\$233,168.00	100.00%
	Other	Various Vendors	\$57,634.97	\$21,074.37	\$13,141.00	\$2,535.00	\$-	\$-	\$-	\$-	\$15,676.00	27.20%
		Total	\$290,802.97	\$124,919.37								
WESTBURY HIGH SCHOOL	Architect	Joiner Partnership, Inc.	\$1,301,190.00	\$288,999.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	CMAR	Satterfield & Pontikes Construction Co.	\$2,975,013.00	\$111,983.59	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$369,391.60	\$150,489.38	\$106,233.00	\$1,106,233.00	\$-	\$-	\$-	\$-	\$106,233.00	28.76%
WHARTON K-8 DUAL LANGUAGE ACADEMY	Architect	Munoz & Company	\$1,135,716.00	\$166,950.25	\$1,135,716.00	\$-	\$-	\$-	\$-	\$-	\$1,135,716.00	100.00%
	Other	Various Vendors	\$65,685.44	\$46,493.91	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
		Total	\$1,201,401.44	\$213,444.16								
WILSON MONTESSORI	Architect	Smith & Company Architects, Inc.	\$751,364.00	\$163,421.00	\$751,364.00	\$-	\$-	\$-	\$-	\$-	\$751,364.00	100.00%
	Other	Various Vendors	\$165,258.28	\$47,312.28	\$38,338.28	\$81,150.00	\$-	\$-	\$-	\$-	\$119,488.28	72.30%
		Total	\$916,622.28	\$210,733.28								
BARNETT FIELD HOUSE	Architect	PBK Architects	\$216,082.79	\$181,724.12	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
	Other	Various Vendors	\$11,249.87	\$11,249.87	\$7,304.00	\$-	\$-	\$-	\$-	\$-	\$7,304.00	64.93%
	Architect	PBK Architects	\$191,865.09	\$176,912.13	\$-	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
BUTLER FIELD HOUSE	CSP	Prime Contractors	\$858,703.44	\$858,703.44	\$-	\$-	\$-	\$-	\$523,098.73	\$-	\$523,098.73	0.00%
	Other	Various Vendors	\$63,857.61	\$33,324.87	\$38,285.00	\$14,184.31	\$-	\$-	\$-	\$-	\$52,469.31	82.17%
	Architect	PBK Architects	\$2,026,566.27	\$1,302,805.22	\$-	\$-	\$-	\$-	\$110,659.50	\$27,576.00	\$138,235.50	6.82%
DELMAR FIELD HOUSE	CMAR	DivisionOne Construction	\$33,824,561.24	\$15,618,512.59	\$-	\$-	\$-	\$-	\$4,120,868.96	\$1,973,944.34	\$6,094,813.30	18.02%
	Other	Various Vendors	\$1,397,628.31	\$286,866.92	\$1,198,371.44	\$34,280.00	\$-	\$-	\$-	\$-	\$1,232,651.44	88.20%
		Total	\$38,590,514.62	\$18,470,099.16								
MIDDLE SCHOOL RESTROOMS	Architect	Robert Adams, Inc.	\$511,213.00	\$319,799.30	\$511,213.00	\$-	\$-	\$-	\$-	\$-	\$511,213.00	100.00%
	Architect	Courtney Harper + Partners, Inc.	\$622,948.11	\$436,223.09	\$-	\$622,948.11	\$-	\$-	\$-	\$-	\$622,948.11	100.00%
	Architect	English & Associates	\$306,349.36	\$202,942.51	\$-	\$306,349.36	\$-	\$-	\$-	\$-	\$306,349.36	100.00%
MIDDLE SCHOOL RESTROOMS	Architect	VCS	\$539,257.22	\$344,829.84	\$-	\$-	\$-	\$-	\$-	\$62,044.00	\$62,044.00	11.51%
	CSP	Comex Corporation	\$720,000.00	\$720,000.00	\$-	\$720,000.00	\$-	\$-	\$-	\$-	\$720,000.00	0.00%
	CSP	Prime Contractors	\$3,959,870.00	\$1,391,025.00	\$-	\$-	\$-	\$-	\$103,342.90	\$-	\$103,342.90	2.61%
MIDDLE SCHOOL RESTROOMS	Other	Various Vendors	\$3,837,240.03	\$3,252,146.81	\$223,151.39	\$37,419.00	\$-	\$-	\$-	\$-	\$260,570.39	6.79%
		Total	\$10,496,877.72	\$6,666,966.55								

M/WBE BOND REPORT

School Name	Vendor / Project Type	Vendor Name	Contracted Amount	Payments to Date	"First Tier MBE Spend"	"First Tier WBE Spend"	Additional MBE Spend	Second Tier MBE Spend	Second Tier WBE Spend	Actual M/ WBE Spend Amount	Actual M/ WBE Spend Percentage
TECHNOLOGY	Other	Various Vendors	\$20,001,870.48	\$9,107,250.86	\$18,560,882.35	\$634,504.88	\$-	\$-	\$-	\$19,195,387.23	95.97%
SAFETY & SECURITY	Other	Various Vendors	\$16,530,554.83	\$11,866,938.06	\$5,116,575.39	\$1,466,533.54	\$-	\$-	\$-	\$6,683,208.93	39.82%
LAND	Other	Various Vendors	\$46,600,218.85	\$46,188,998.04	\$1,361,863.32	\$36,219.20	\$-	\$-	\$-	\$1,398,082.52	3.00%
		Total	\$83,132,644.16	\$67,163,186.96							
HEERY INTERNATIONAL, INC.	PMF	HEERY INTERNATIONAL, INC.	\$18,299,018.43	\$8,889,396.57	\$-	\$-	\$-	\$1,215,839.37	\$568,364.00	\$1,784,203.37	9.75%
		Total	\$18,299,018.43	\$8,889,396.57							
JACOBS PROJECT MANAGEMENT CO.	PMF	JACOBS PROJECT MANAGEMENT CO.	\$814,214.48	\$742,430.48	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
		Total	\$814,214.48	\$742,430.48							
KWAME BUILDING GROUP, INC.	PMF	KWAME BUILDING GROUP, INC.	\$3,382,916.00	\$2,234,768.94	\$3,382,916.00	\$-	\$64,911.23	\$109,133.25	\$-	\$3,382,916.00	100.00%
		Total	\$3,382,916.00	\$2,234,768.94							
RICE & GARDNER CONSULTANTS	PMF	RICE & GARDNER CONSULTANTS	\$10,447,579.00	\$5,597,511.49	\$-	\$-	\$-	\$-	\$2,214,841.52	\$27,43,570.58	26.26%
		Total	\$10,447,579.00	\$5,597,511.49							
URS CORPORATION	PMF	URS CORPORATION	\$5,327,307.00	\$3,039,080.00	\$-	\$-	\$-	\$-	\$-	\$-	0.00%
		Total	\$5,327,307.00	\$3,039,080.00							
Other Program Management Fees & Costs	Other	Various Vendors	\$25,462,503.12	\$16,135,424.96	\$3,349,474.15	\$10,909.81	\$-	\$-	\$-	\$3,360,383.96	13.20%
		Total	\$25,462,503.12	\$16,135,424.96							
		Design & Construction Total	\$407,031,659.91	\$153,427,453.82	\$17,713,239.44	\$6,723,606.24	\$343,047.00	\$30,020.00	\$4,583,935.41	\$45,999,719.99	11.30%
		Technology, Safety & Security and Land Total	\$83,132,644.16	\$67,163,186.96	\$25,039,301.06	\$2,137,357.62	\$0.00	\$0.00	\$0.00	\$27,776,668.68	32.69%
		Other Project Cost Total (Various Vendors)	\$19,863,002.12	\$8,813,274.08	\$12,014,734.86	\$961,116.67	\$0.00	\$0.00	\$0.00	\$12,975,851.53	65.33%
		Other Program Management Fees & Costs	\$25,462,503.12	\$16,135,424.96	\$3,349,474.15	\$10,909.81	\$0.00	\$0.00	\$0.00	\$3,360,383.96	13.20%
		Program Management Firms	\$38,271,034.91	\$20,483,187.48	\$3,382,916.00	\$0.00	\$64,911.23	\$109,133.25	\$2,783,205.52	\$7,910,689.95	20.67%
		Grand Total*	\$573,760,844.21	\$266,022,527.29	\$61,499,665.51	\$9,832,990.34	\$407,955.23	\$16,723,507.33	\$7,367,140.93	\$97,423,304.11	16.98%



Bond Financial Reports

Sherrie Robinson
Controller

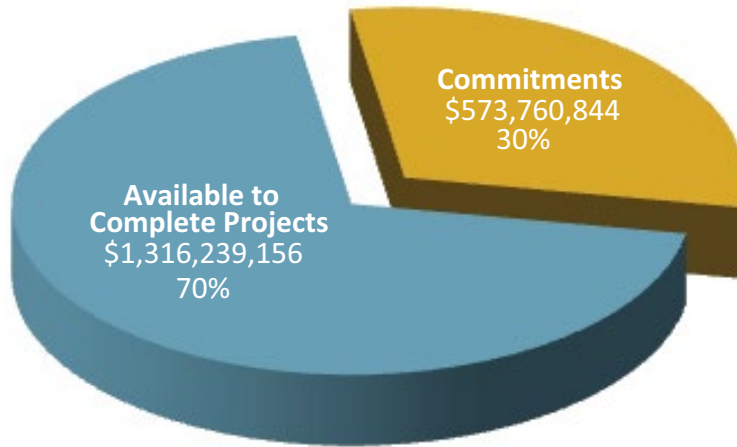
Office of the Controller, 3 Northeast
4400 W. 18th St.
Houston, Texas 77092

2012 BOND FINANCIAL REPORT

The total budget for the 2012 Bond Program, approved by voters in December 2012, is \$1.89 billion of which \$573,760,844 is committed including encumbrances of \$307,320,771 and actual expenditures of \$266,440,073 and \$1,316,239,156 is available to complete projects.

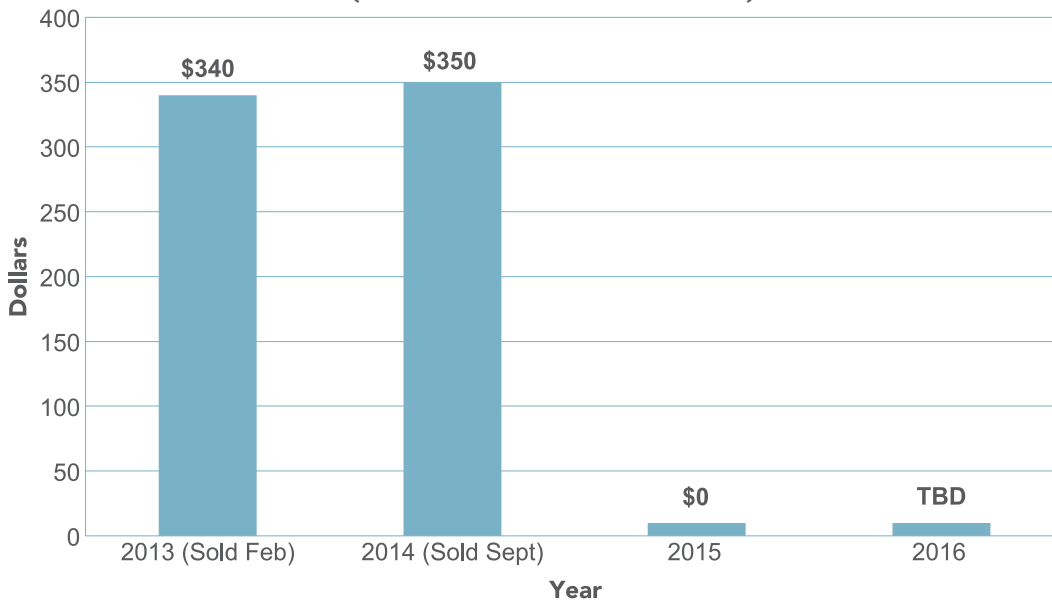
TOTAL BUDGET, COMMITMENTS & AVAILABLE FUNDING TO DATE

TOTAL BUDGET \$1.89 BILLION



TOTAL BOND REFERENDUM \$1.89 BILLION

(ISSUANCE SALES IN MILLIONS)





Project Budget/Commitment/ Available Funds Report

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Report Descriptions

PROJECT BUDGET/COMMITMENT/AVAILABLE FUNDS REPORT

COLUMN 1

Org (Organization)

Represents the Texas Education Agency (TEA) number assigned to the school or non-school facility.

COLUMN 2

Campus

The school name or non-school facility name – also referred to as “Project.”

COLUMN 3

Total Plan

The total budget allocated to construct the Project, which includes CMPA Program Management Fees.

COLUMN 4

Program & Management Plan

Includes Program Reserves, Program Management Fees, Program Inflation, and Program Swing Space.

COLUMN 5

Budget

Represents the project budget - also referred to as “Budget” and is Column 3 – Column 4

COLUMN 6

Pre-Encumbrance

Requisitions (request to buy) that have been entered into the accounting system and are pending approval/authorization to convert to a purchase order.

COLUMN 7

Encumbrance

Purchase order – also referred to as “commitment.”

COLUMN 8

Actual

Represents total expenditures paid.

COLUMN 9

Available

Uncommitted funds (the difference between the budget less pre-encumbrance less encumbrance less actual).

BOND FINANCIAL REPORT

2012 Bond Program - Project Budget/Commitment/Available Funds Report As of December 15, 2015

		Total Plan	Program & Management Plan	Budget Plan	Pre-Encumb	Encumbrance	Actual	Available to Complete Projects
Org	Campus	\$	\$	\$	(\$)	(\$)	(\$)	\$
001	Austin H.S.	68,429,000.00	12,521,549.00	55,907,451.00		2,103,348.00	296,820.00	53,507,283.00
002	Bellaire H.S.	106,724,000.00	17,505,908.00	89,218,092.00		3,699,005.85	680,588.27	84,838,497.88
003	Davis H.S.	46,764,000.00	8,136,745.00	38,627,255.00		1,820,156.21	534,933.29	36,272,165.50
004	Furr H.S.	55,100,000.00	4,986,201.42	50,113,798.58		37,922,597.00	5,257,160.19	6,934,041.39
006	Jones H.S.	1,125,000.00		1,125,000.00				1,125,000.00
007	Kashmere H.S.	17,000,000.00	2,699,674.00	14,300,326.00		336,395.18	360,106.06	13,603,824.76
008	Lamar H.S.	107,974,000.00	19,068,281.00	88,905,719.00		2,891,067.89	1,238,325.84	84,776,325.27
009	Lee H.S.	73,801,000.00	14,200,756.00	59,600,244.00		7,430,171.07	4,287,438.70	47,882,634.23
010	Madison H.S.	82,736,000.00	17,478,349.00	65,257,651.00		2,492,236.90	482,571.07	62,282,843.03
011	Milby H.S.	68,810,000.00	3,221,193.05	65,588,806.95		47,428,577.50	15,632,021.67	2,528,207.78
014	Sterling H.S.	72,304,000.00	15,947,924.00	56,356,076.00		29,067,095.26	19,917,179.05	7,371,801.69
015	Waltrip H.S.	30,115,000.00	4,942,464.00	25,172,536.00		19,283,736.33	5,440,222.92	448,576.75
016	Washington H.S.	51,732,000.00	10,609,470.00	41,122,530.00		1,400,300.87	1,519,664.05	38,202,565.08
017	Westbury H.S.	40,006,000.00	7,451,439.00	32,554,561.00		4,094,122.63	551,471.97	27,908,966.40
019	Worthing H.S.	30,180,000.00	6,667,003.00	23,512,997.00		6,397,666.70	13,962,569.32	3,152,760.98
020	Yates H.S.	59,481,000.00	12,091,208.00	47,389,792.00		1,421,694.97	1,075,227.86	44,892,869.17
023	Sharpstown H.S.	54,944,000.00	8,083,451.00	46,860,549.00		1,209,281.64	2,435,128.11	43,216,139.25
024	Scarborough H.S.	12,566,000.00	2,852,007.00	9,713,993.00		322,989.14	179,957.77	9,211,046.09
025	HSVPA	80,178,000.00	14,457,761.00	65,720,239.00		1,772,082.03	2,745,460.98	61,202,695.99
026	DeBakey H.S.	64,512,000.00	8,900,600.00	55,611,400.00		6,002,971.46	14,671,325.99	34,937,102.55
033	Jordan H.S.	36,693,000.00	7,142,414.00	29,550,586.00		1,148,956.76	254,071.74	28,147,557.50
068	Grady M.S.	14,825,000.00		14,825,000.00		3,449,309.24	9,682,377.22	1,693,313.54
075	Dowling M.S.	59,125,000.00	10,880,876.00	48,244,124.00		1,408,338.36	942,690.56	45,893,095.08
081	Sharpstown International	6,125,000.00	999,035.00	5,125,965.00		165,883.60	124,919.37	4,835,162.03
157	Garden Oaks K-8	26,678,000.00	5,154,463.00	21,523,537.00		978,433.00	179,017.69	20,366,086.31
215	Parker E.S.	29,485,000.00	5,144,750.00	24,340,250.00		584,802.05	984,653.65	22,770,794.30
218	Pilgrim K-8	7,989,000.00	1,598,840.00	6,390,160.00		205,964.00	169,333.75	6,014,862.25
256	Wharton Dual Language	35,603,000.00	9,075,230.00	26,527,770.00		987,957.28	213,444.16	25,326,368.56
259	Wilson Montessori	18,914,000.00	1,063,810.00	17,850,190.00		705,889.00	210,733.28	16,933,567.72
274	Askew E.S.	26,632,000.00	4,749,517.00	21,882,483.00		975,723.00	189,772.04	20,716,987.96
301	Eastwood Academy	10,875,000.00	3,372,800.00	7,502,200.00		306,982.50	251,241.51	6,943,975.99
308	North Houston EC H.S.	13,500,000.00		13,500,000.00	10,000.00	6,136,962.66	6,676,160.83	676,876.51
310	Sam Houston H.S.	101,428,000.00	18,380,687.00	83,047,313.00		2,731,818.79	990,211.40	79,325,282.81
458	Mickey Leland C.P.A.	28,675,000.00	5,851,349.00	22,823,651.00		5,455,517.28	3,351,911.50	14,016,222.22
460	Mandarin Chinese K-8	32,161,000.00	3,206,087.24	28,954,912.76	9,335.00	16,009,157.46	11,849,581.73	1,086,838.57
463	Young Women's	27,159,000.00	4,674,269.00	22,484,731.00		770,365.69	337,338.54	21,377,026.77
483	M. White E.S.	23,417,000.00	3,872,414.00	19,544,586.00		14,245,345.37	3,979,596.33	1,319,644.30
486	S. Early College H.S.	13,500,000.00		13,500,000.00		6,903,824.60	5,865,979.01	730,196.39
660	School Athletics	44,675,000.00	5,169,941.40	39,505,058.60		20,120,415.46	18,470,099.16	914,543.98
	TOTAL CAMPUSES	1,681,940,000.00	282,158,466.11	1,399,781,533.89	19,335.00	260,387,142.73	155,991,306.58	983,383,749.58
	Middle School Restrooms	35,000,000.00		35,000,000.00		3,829,911.17	6,666,966.55	24,503,122.28
	District-wide Technology	100,000,000.00		100,000,000.00	18,574.87	10,876,044.75	9,107,250.86	79,998,129.52
	District-wide Safety & Security	17,293,000.00		17,293,000.00	158,670.95	4,504,945.82	11,866,938.06	762,445.17
	Land	55,767,000.00		55,767,000.00		411,220.81	46,188,998.04	9,166,781.15
	Program & Management Cost			282,158,466.11	715.45	27,114,210.14	36,618,612.44	218,424,928.08
	GRAND TOTAL	1,890,000,000.00		1,890,000,000.00	197,296.27	307,123,475.42	266,440,072.53	1,316,239,155.78

Report Descriptions

ACTUAL EXPENDITURES AND ENCUMBRANCES BY CATEGORY FOR MAJOR PROJECTS

COLUMN 4

Construction

Building Construction/Renovation/Replacement

COLUMN 5

Contingency

Construction change order allowance

COLUMN 6

Design, Testing, Surveying, Printing

Includes advertisements, moving costs, and custodial overtime

COLUMN 7

Program costs

Swing space costs

COLUMN 8

Furnishings, Fixtures, Equipment, and Media

Includes security

COLUMN 9

Technology Equipment

Technology

BOND FINANCIAL REPORT

2012 Bond Program Cost Summary - Actual Expenditures By Category As of December 15, 2015

TEA	School Name	Group	Construction	Contingency	Design, Testing, Surveying, Printing	Program Costs	Furnishings, Fixtures, Equipment and Media	Technology Equipment	Grand Total
001	Austin H.S.	4			296,820.00				296,820.00
002	Bellaire H.S.	2			680,588.27				680,588.27
003	Davis H.S.	2	32,057.95		502,875.34				534,933.29
004	Furr H.S.	1	3,888,045.94		1,369,114.25				5,257,160.19
006	Jones H.S.	4							
007	Kashmere H.S.	4			360,106.06				360,106.06
008	Lamar H.S.	2	46,750.00		1,157,252.04			34,323.80	1,238,325.84
009	Lee H.S.	1	1,549,975.54	29,920.43	2,594,160.59		103,447.32	9,934.82	4,287,438.70
010	Madison H.S.	4			482,571.07				482,571.07
011	Milby H.S.	1	7,761,440.15	854,402.62	2,727,976.38	4,288,202.52			15,632,021.67
014	Sterling H.S.	1	17,604,622.47		2,312,556.58				19,917,179.05
015	Waltrip H.S.	1	4,393,737.81	36,453.00	988,700.49			21,331.62	5,440,222.92
016	Washington H.S.	1	94,605.44		1,419,403.35			5,655.26	1,519,664.05
017	Westbury H.S.	4	111,983.59		439,488.38				551,471.97
019	Worthing H.S.	1	9,768,318.64	3,769,100.11	425,150.57				13,962,569.32
020	Yates H.S.	2			1,075,227.86				1,075,227.86
023	Sharpstown H.S.	1	236,957.92		1,747,498.59	450,671.60			2,435,128.11
024	Scarborough H.S.	4	26,251.75		153,706.02				179,957.77
025	HSVPA	1	453,019.41		2,292,441.57				2,745,460.98
026	DeBakey H.S.	1	12,109,953.32		2,561,372.67				14,671,325.99
033	Jordan H.S.	3			254,071.74				254,071.74
068	Grady M.S.	1	8,226,389.60		682,868.03	477,574.77		295,544.82	9,682,377.22
075	Dowling M.S.	2	2,217.77		940,472.79				942,690.56
081	Sharpstown International	4	4,839.37		120,080.00				124,919.37
157	Garden Oaks K-8	4			179,017.69				179,017.69
215	Parker E.S.	2	282,984.95		701,668.70				984,653.65
218	Pilgrim K-8	4	120,197.00		49,136.75				169,333.75
256	Wharton Dual Language	4			213,444.16				213,444.16
259	Wilson Montessori	4			210,733.28				210,733.28
274	Askew E.S.	3			189,772.04				189,772.04
301	Eastwood Academy	2			251,241.51				251,241.51
308	North Houston EC H.S.	1	6,052,319.51	12,011.00	611,830.32				6,676,160.83
310	Sam Houston H.S.	3			990,211.40				990,211.40
458	Mickey Leland C.P.A.	1	794,753.79		1,182,061.50	1,357,032.13	7,091.80	10,972.28	3,351,911.50
460	Mandarin Chinese K-8	1	10,717,223.63	2,400.00	1,129,958.10				11,849,581.73
463	Young Women's	3			337,338.54				337,338.54
483	M. White E.S.	1	3,301,217.11		678,379.22				3,979,596.33
486	S. Early College H.S.	1	5,315,392.12	54,991.27	492,190.47			3,405.15	5,865,979.01
660	School Athletics	1	16,549,037.32	5,623.91	1,915,437.93				18,470,099.16
GRAND TOTAL			109,444,292.10	4,764,902.34	34,716,924.25	6,573,481.02	110,539.12	381,167.75	155,991,306.58

Report Descriptions

ACTUAL EXPENDITURES AND ENCUMBRANCES BY CATEGORY FOR MAJOR PROJECTS

COLUMN 4

Construction

Building Construction/Renovation/Replacement

COLUMN 5

Contingency

Construction change order allowance

COLUMN 6

Design, Testing, Surveying, Printing

Includes advertisements, moving costs, and custodial overtime

COLUMN 7

Program costs

Swing space costs

COLUMN 8

Furnishings, Fixtures, Equipment, and Media

Includes security

COLUMN 9

Technology Equipment

Technology

BOND FINANCIAL REPORT

2012 Bond Program Cost Summary - Encumbrances By Category As of December 15, 2015

TEA	School Name	Group	Construction	Contingency	Design, Testing, Surveying, Printing	Program Costs	Furnishings, Fixtures, Equipment and Media	Technology Equipment	Grand Total
001	Austin H.S.	4			2,103,348.00				2,103,348.00
002	Bellaire H.S.	2			3,699,005.85				3,699,005.85
003	Davis H.S.	2			1,820,156.21				1,820,156.21
004	Furr H.S.	1	37,140,691.37		686,909.11			94,996.52	37,922,597.00
006	Jones H.S.	4							
007	Kashmere H.S.	4			336,395.18				336,395.18
008	Lamar H.S.	2	28,750.00		2,862,317.89				2,891,067.89
009	Lee H.S.	1	964,756.36		6,465,414.71				7,430,171.07
010	Madison H.S.	4			2,492,236.90				2,492,236.90
011	Milby H.S.	1	46,063,690.32	309,085.65	943,920.91	111,880.62			47,428,577.50
014	Sterling H.S.	1	28,465,869.94		547,694.16			53,531.16	29,067,095.26
015	Waltrip H.S.	1	18,840,049.65		442,551.68			1,135.00	19,283,736.33
016	Washington H.S.	1	429,694.00		942,048.25			28,558.62	1,400,300.87
017	Westbury H.S.	4	2,863,029.41		1,231,093.22				4,094,122.63
019	Worthing H.S.	1	5,768,878.74	54,882.80	556,800.00			17,105.16	6,397,666.70
020	Yates H.S.	2	80,751.98		1,303,664.68			37,278.31	1,421,694.97
023	Sharpstown H.S.	1			1,202,443.30			6,838.34	1,209,281.64
024	Scarborough H.S.	4	2,740.00		320,249.14				322,989.14
025	HSVPA	1			1,523,782.70			248,299.33	1,772,082.03
026	DeBakey H.S.	1	4,819,190.18		834,601.38			349,179.90	6,002,971.46
033	Jordan H.S.	3			1,132,645.78			16,310.98	1,148,956.76
068	Grady M.S.	1	2,301,041.48	37,803.75	343,236.16		537,508.81	229,719.04	3,449,309.24
075	Dowling M.S.	2			1,408,338.36				1,408,338.36
081	Sharpstown International	4			165,883.60				165,883.60
157	Garden Oaks K-8	4			978,433.00				978,433.00
215	Parker E.S.	2	10,000.00		569,901.82			4,900.23	584,802.05
218	Pilgrim K-8	4			205,964.00				205,964.00
256	Wharton Dual Language	4			987,957.28				987,957.28
259	Wilson Montessori	4			705,889.00				705,889.00
274	Askew E.S.	3			975,723.00				975,723.00
301	Eastwood Academy	2			306,982.50				306,982.50
308	North Houston EC H.S.	1	5,795,365.29	77,388.31	244,805.25			19,403.81	6,136,962.66
310	Sam Houston H.S.	3			2,731,818.79				2,731,818.79
458	Mickey Leland C.P.A.	1	4,857,277.40		590,585.71	7,654.17			5,455,517.28
460	Mandarin Chinese K-8	1	15,625,295.74		383,861.72				16,009,157.46
463	Young Women's	3			770,365.69				770,365.69
483	M. White E.S.	1	13,835,737.37		409,608.00				14,245,345.37
486	S. Early College H.S.	1	6,507,766.60	107,229.00	288,829.00				6,903,824.60
660	School Athletics	1	18,201,292.36	11,910.41	995,830.25			911,382.44	20,120,415.46
GRAND TOTAL			212,601,868.19	598,299.92	44,511,292.18	119,534.79	537,508.81	2,018,638.84	260,387,142.73



Bond Communications Report

Sylvia Wood

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EXECUTIVE SUMMARY

In the fourth quarter of 2015, the bond communications team worked with district administration to provide project information in a variety of formats for Trustees and other stakeholders. This included preparation of Power Points and handouts for presentations and board workshops, project-by-project updates, press releases, and responses to media inquiries.

The team continued to work proactively with project managers, school principals, and PATs to provide communications support and community relations strategies to effectively engage stakeholders, build trust, and achieve buy-in from the communities we serve.

The team manages the extensive bond website (BuildHISD.org) and ensures that it is continually updated with accurate calendar information, meeting minutes, construction timelines, web stories, and more. In December, RSS feeds were added to each bond project page and each school's website to automatically compile and add each blog entry and video to these web pages. The team also prepared and uploaded 2015 year-end project summaries and photo galleries for each school, which were published on the district website and linked to each school's unique website.

The team distributed timely and accurate information about the bond program through eNews articles, email blasts, school community meetings, fliers, community outreach events, social media, videos, and blog posts.

Community meetings were held for 7 schools in the fourth quarter, and a number of others were scheduled to be held in the first quarter 2016. The communications team provided publicity, review of presentations, and audio visual support, as well as online and social media coverage during and after the events.

The team is working with HISD's Chief Communications Officer and Interim Chief Operating Officer to proactively engage Trustees, cabinet-level administrators, and school support officers in the bond program. Comprehensive toolkits for district administrators, featuring an overview of the bond program and the scope of each project with the current status and a summary of community engagement issues were finalized and distributed in October. The team has also prepared briefing materials including up-to-date project notebooks for the newly elected Trustees.

Communications staff members are regularly attending Project Advisory Team meetings to assess communications needs and provide coaching and advice to project managers on strategies to engage with stakeholders more effectively.

Fourth Quarter bond communications by the numbers:

- 17 web stories/blog entries
- 4 press releases
- 13 videos
- 7 community meetings
- 1 Groundbreaking ceremony (Furr HS)
- Increased social media presence: 69 Twitter posts and 4 Facebook posts highlighting bond activities
- Bond eNewsletter, Building Excellence, was sent to more than 3,000 registered subscribers in October, November, and December/January

RECENT ACCOMPLISHMENTS**BUSINESS OUTREACH****How to Do Business with HISD/Supplier Diversity**

- Emphasized the importance of M/WBE participation in all communications
- Provided houstonisd.org coverage of Workshop Wednesdays to help M/WBEs learn business strategies to assist in marketing their businesses and becoming certified
- Began planning and script writing for M/WBE video to be produced in January 2016

MEDIA RELATIONS**Press releases/media advisories**

10-27-2015	HISD project-by-project analysis shows 2012 Bond could need additional \$212 million
12-09-2015	HISD Board of Education to consider \$212.4 million in additional bond funding
12-10-2015	HISD Board of Education approves \$212.4 million additional bond funding proposal

HOUSTONISD.ORG COVERAGE**Web stories/blog entries**

10-07-2015	Sharpstown International School holds second bond community meeting
10-08-2015	HISD Board president discusses district's M/WBE program at Workshop Wednesday
10-19-2015	Mark White ES community meeting offers update on construction, introduction to new principal

10-21-2015	New Jordan HS for Careers to feature modern career labs
10-22-2015	New schools in North Forest making construction progress'
10-28-2015	Dowling MS holds second community meeting to provide update on new school
10-28-2015	Bond Oversight Committee receives updates on third quarter progress, additional funding proposal
10-30-2015	Furr HS breaks ground on 'bigger and better' new school
11-06-2015	Email marketing strategies featured at November's Workshop Wednesday
11-06-2015	HISD Supplier Diversity team expands minority outreach at annual expo
11-18-2015	Construction set to start soon for new Energy Institute HS
12-01-2015	Key to new DeBaKey HS campus? Location, location, location
12-03-2015	Workshop focuses on opportunities within HISD building program
12-09-2015	HISD Board of Education to consider \$212.4 million in additional bond funding
12-10-2015	First wall goes up at new Milby High School
12-10-2015	HISD Board of Education approves \$212.4 million additional bond funding proposal
12-16-2015	Scarborough's new band impresses audience at holiday concert
09-17-2015	Kashmere HS community learns about proposed campus improvements

Videos

10-02-2015	Wilson Montessori community meeting
10-02-2015	Bond Update September 2015
10-06-2015	Community Bond meeting at Scarborough High School
10-06-2015	Condit Elementary signs steel beam
10-15-2015	Community Bond meeting at Sharpstown International School
10-16-2015	Yates High School Bond Community Meeting
11-02-2015	Community Bond Meeting at Eastwood Academy HS
11-06-2015	Mark White Elementary Bond Community Meeting
11-10-2015	Community Bond Meeting at Jordan High School
11-10-2015	Dowling Middle School Community Bond Meeting

11-11-2015 Furr High School Groundbreaking Ceremony

11-20-2015 Community Bond Meeting at Energy Institute HS

12-10-2015 Milby's first wall

COMMUNITY AND SCHOOL OUTREACH

PROJECT ADVISORY TEAMS

- In the fourth quarter of 2015, conducted 99 Project Advisory Team meetings.

COMMUNITY MEETINGS

- Held 7 community meetings: Mark White ES, Dowling MS, Eastwood Academy, Yates HS, Madison HS, Sharpstown International, and (non-bond) Energy Institute HS

BOND OVERSIGHT COMMITTEE

- Produced, designed, edited, and distributed handbooks for members.

COMMUNITY ENGAGEMENT

- Continued monthly production of eNewsletter on bond activities titled Building Excellence. The December 2015 issue was the 33rd installment of the award-winning newsletter, with more than 3,000 subscribers to date.
- Continued to monitor and respond to requests for information and questions submitted to bondinfo@houstonisd.org.
- Produced and distributed fliers, callout scripts for principals, and letters to principals ahead of community meetings and groundbreakings.
- Attended PAT meetings to assist with communications needs. Attended and facilitated a bond presentation on Askew ES project for neighborhood homeowner's association.

PRESS COVERAGE

10-29-2015 *houstonchronicle.com* Skillern-Jones, Stipeche: HISD bond needs a clear, measurable path

10-29-2015 *educationblog.dallasnews.com* Would a new Pinkston High really cost \$130 million? Hard to say.

10-27-2015 *chron.com* HISD oversight panel to receive bond update

10-27-2015 *houstonpublicmedia.org* HISD Reiterates Call for More Money to Shore up Bond Program

10-25-2015 *theleadernews.com* HISD Bond shortfall will not impact work at Garden Oaks Montessori

10-24-2015 *chron.com* Grier: Building costs at root of bond overrun

10-22-2015	<i>houstonpress.com</i>	HISD Administrator tells its audit office it had no right to look for fraud
10-21-2015	<i>click2houston.com</i>	Audit finds Houston ISD management shortfalls for 2012 bond
10-21-2015	<i>abc13.com</i>	AUDIT: HISD's inflation claims as cause for \$211M shortfall are false
10-21-2015	<i>chron.com</i>	Grier blasts audit critical of bond oversight
10-21-2015	<i>houstonchronicle.com</i>	Grier, auditor clash over HISD bond audit findings
10-21-2015	<i>houstonpublicmedia.org</i>	HISD Administrators Slam Audit Critical of 2012 Houston School Bond Program
10-16-2015	<i>houstonpublicmedia.org</i>	HISD Top Administrator Calls Audit On Construction Bond 'Flawed'
10-15-2015	<i>chron.com</i>	HISD stewardship
10-14-2015	<i>houstonpublicmedia.org</i>	Audit Finds More Problems With HISD Bond Spending
10-13-2015	<i>chron.com</i>	CFISD confident about project bond fund
10-12-2015	<i>houstonchronicle.com</i>	Audit finds weakness in HISD bond management
10-11-2015	<i>houstonchronicle.com</i>	HISD bonds miss target
10-01-2015	<i>click2houston.com</i>	HISD school board to vote on bond shortfall, outside audit
11-25-2015	<i>abc13.com</i>	HISD Superintendent email raises questions if bond promises will be kept
11-11-2015	<i>houstonchronicle.com</i>	HISD continues to face budget woes in bond program
11-05-2015	<i>click2houston.com</i>	Houston Newsmakers Extra: HISD superintendent Terry Grier
12-11-2015	<i>houstonpublicmedia.org</i>	HISD Board Approves Extra \$212M For Bond Program
12-10-2015	<i>houstonchronicle.com</i>	Board authorizes HISD to borrow \$200 million
12-10-2015	<i>abc13.com</i>	HISD Trustees approve plan to add \$212M to Bond Program

TWITTER

10-01-2015	Students, staff and community members signed this beam last week!
10-01-2015	Condit Elementary @ConditES The beam has been signed and installed. #conditproud #LetsGetThisBuilt @HoustonISD
10-05-2015	Have you seen the most recent plans for the new @JackYatesHigh?
10-05-2015	Lots of steel in the air for the new Mandarin Chinese immersion school in the Galleria area! #BuildHISD
10-06-2015	Concrete is being poured for the driveway at the new North Forest Early Childhood Center. #BuildHISD
10-07-2015	An aerial view of construction site for the new @NorthForestHigh. Plenty of room for a great new school! #BuildHISD
10-07-2015	Bond projects are progressing amid booming Houston construction market. Read Building Excellence to learn the latest
10-08-2015	Have you seen the renovation plans for Sharpstown International School?
10-08-2015	The new wing @GradyMS is well on its way to completion. #BuildHISD
10-15-2015	Condit Elementary Condit Elementary @ConditES @HoustonISD It's unbelievable how quickly the building continues to go up! #conditproud
10-16-2015	Join us at Jordan HS, 5800 Eastex Frwy, at 6:30 p.m. on Oct. 20 to find out the preliminary plans for the school's new campus!
10-20-2015	Have you seen the plans for the new Mark White ES? Learn more about the project
10-20-2015	TONIGHT: Join us at Jordan HS, 5800 Eastex Frwy, at 6:30 p.m. to find out the preliminary plans for the school's new campus!
10-20-2015	Check out the progress being made on the new North Houston Early College High School! #BuildHISD
10-21-2015	Check out the progress being made on the new addition to @GradyMS!
10-22-2015	Check out the progress at the site of the new Mandarin Chinese Language Immersion Magnet School!
10-23-2015	Check out the progress we're making at the construction sites for 2 schools in the North Forest area! #BuildHISD
10-27-2015	#HISD quarterly Bond Oversight Committee meeting underway. Independent citizens panel tasked w/ monitoring bond progress, controls, spending
10-27-2015	BOC gets progress report on all current bond projects. Also expected to get look at project-by-project analysis completed by district.

10-27-2015	Project-by-project analysis found #HISD could need up to \$212 million more to ensure all work completed as promised
10-27-2015	Jason Spencer @JSpencer_HISD The new #HISD North Forest Early Childhood Center should be open for students in the second quarter of 2016.
10-27-2015	Jason Spencer @JSpencer_HISD There are 17 active construction projects underway across #HISD, thanks to the 2012 bond program.
10-27-2015	Jason Spencer @JSpencer_HISD Official groundbreaking ceremony for the new #HISD Furr HS is this Thursday at 10 a.m.
10-27-2015	Jason Spencer @JSpencer_HISD Steel beams are up at the new #HISD North Forest HS, with a target opening date of early 2017. Project is funded outside of the 2012 bond.
10-27-2015	Jason Spencer @JSpencer_HISD Grady MS and Worthing HS construction should be complete early next year. #HISD
10-27-2015	Jason Spencer @JSpencer_HISD Steel beams are up at the new Condit ES in Bellaire and the new Mandarin Chinese Language Immersion Magnet School. #HISD
10-27-2015	Jason Spencer @JSpencer_HISD Waltrip HS construction should be finished in time to start the 2016-2017 school year. #HISD
10-27-2015	Houston ISD @HoustonISD Supplemental funding needed b/c of rising inflation, construction costs. #HISD projecting \$222/sq ft in 2015; \$235/sq ft in 2016.
10-27-2015	#HISD Bond Team notes that school district bond programs across the state, country are facing similar challenges because of rising costs
10-27-2015	#HISD Supt. @tgrierhisd explains challenges facing bond program & plan for moving forward in @HoustonChron.
10-27-2015	#HISD Bond Team reviewed initial budgets, current research/market conditions, actual bids, projected inflation to see if add'l \$\$ needed.
10-27-2015	Review found some #HISD bond projects don't need add'l funding, while others need significant infusions due to construction boom in region.
10-27-2015	Construction boom created huge demand for workers and materials, which drove up prices. Affected #HISD and surrounding school districts.
10-27-2015	#HISD CFO notes: \$212 million in add'l funding would only be used if needed. If market improves & costs go down, add'l \$\$ wouldn't be spent.
10-27-2015	Major construction is expected to start on @LamarHS, @SISMagnet, and @Parker_hisd in the first half of 2016, according to #HISD Bond Team.

10-27-2015	#HISD Bond Team stresses bond program is largest underway in US: 17 projects underway, 6 more by year's end, & 3-4 more by end of 2016 Q1.
10-27-2015	#HISD's October Bond Oversight Committee meeting has concluded. The committee, which meets quarterly, is scheduled to meet again in January.
10-29-2015	Construction of the new Dowling MS is slated to begin later this year!
10-29-2015	#HISD's Bond Oversight Committee recently got an update on 3rd quarter progress & a proposal for additional funding.
10-30-2015	@FurrHS breaks ground on a bigger and better new school! #BuildHISD
11-02-2015	Have you seen the plans for the new Eastwood Academy? Check 'em out. #BuildHISD
11-04-2015	Rebecca Kiest @rkiest New @DebaKeyHSHP in @TXMedCenter going up fast! Steel up 5 stories high! @HoustonISD #BuildHISD
11-16-2015	Attend a community meeting at 6:30 p.m. Tuesday at 1808 Sampson to learn about the plan for the new @EnergyIHS!
11-16-2015	@tgrierhisd HISD construction projects moving forward
11-17-2015	Lots of progress is being made to the interior & exterior of the new wing at @WorthingColts1! #BuildHISD
11-17-2015	@sara_m_butler Sharing exciting info about the new @EnergyIHS, which will be built to support project-based learning. @HoustonISD
11-18-2015	#HISD Officer of Construction/Facilities gives board progress report on bond projects - 15 w/ active construction; 9 to be done in 2016.
11-18-2015	#HISD projects expected to be bid/awarded by end of 2016 Q1: Yates HS, @Parker_hisd, @EastwoodHISD, Washington, HSPVA, @DowlingMS.
11-18-2015	#HISD 2012 Bond Program calls for renovation/rebuilding of 40 schools. All but one project to be awarded and underway by end of 2016.
11-18-2015	#HISD Dep Supt/CFO Ken Huewitt stresses district has only spent small portion of \$1.89 billion available: \$205M spent + \$339M encumbered.
11-18-2015	Work on #HISD bond projects will be done concurrently to an external, third-party audit of the bond program approved last week by trustees.
11-18-2015	Read more about the status of #HISD 2012 bond projects
11-18-2015	#HISD interim chief over bond program stresses no project budgets have been cut. Budgets same now as what was presented to voters in 2012.
11-18-2015	Check out what's happening at the site of the new North Houston Early College HS! #BuildHISD @HISD_NHECHS

11-19-2015	We're pouring concrete slabs and putting up steel for the new @NorthForestHigh! #BuildHISD
11-19-2015	Construction on the new @EnergyIHS is going to start soon! #BuildHISD
11-20-2015	There's so much going on at the site of the new Delmar Fieldhouse! Take a look at the progress! #BuildHISD
11-23-2015	Take a peek at the progress we're making on the new DeBakey HS in the @TXMedCenter! #BuildHISD
11-24-2015	Construction of the new Sterling HS is moving right along! #BuildHISD
12-01-2015	@RealClayClayton North Houston Early College High School's brickwork is underway. @HoustonISD @rkiest @sara_m_butler @SylviaWood
12-01-2015	RT @rkiest Key to new DeBakey campus? Location, location, location @TXMedCenter @DebakeyHSHP
12-07-2015	Read more about #HISD's additional funding proposal for the 2012 Bond, why it's needed, and how it will be used.
12-07-2015	#HISD Dep Supt/CFO & trustees discuss proposal to add \$212.4M in additional funding to 2012 Bond Projects to cover cost increases, inflation
12-10-2015	#HISD trustees approve plan to add \$212.4 million to bond program. Move will help district build schools as described to voters in 2012.
12-10-2015	@SylviaWood This is a major milestone for this project. Thanks #Tellepsen for all your hard work!
12-10-2015	@MilbyHighSch Getting ready to raise the first wall! #sameherddifferentpasture
12-11-2015	That's a big school! Lots of bldg progress at Sterling HS @SterlingRaider @HoustonISD @CadenceMcShane #BuildHISD
12-15-2015	The latest on the 2012 bond program, including a fun video detailing the wall-raising @MilbyHighSch @HoustonISD
12-17-2015	@hcspencer In other news, check out the progress at #HISD's brand-new North Houston Early College HS! #BuildHISD

FACEBOOK

- 10-05-2015** The current plans for the new Jack Yates High School include a three-story academic wing with flexible core learning centers, a one-story high-volume performance wing with an auditorium, spaces for fine arts and JROTC, a gymnasium, and athletics area.
-
- 10-30-2015** Furr High School has broken ground on its new \$55 million campus! Take a look at photos from the ceremony, and click the link below to learn more about the project!
-
- 12-10-2015** The first wall has gone up at Milby High School #BuildHISD #Tellepsen
-
- 12-02-2015** DeBakey's new location in Houston's world-class Texas Med Center expected to forge even closer ties to medical community
-



Glossary

Glossary

GLOSSARY OF TERMS

BAS

Building Automation System (HVAC and lighting controls)

Change order

A modification to the original construction contract authorizing a change in the work or an adjustment in the amount of the contract or the contract time. The original contract price may not be increased by more than 25% by change order.

Competitive Bidding

A procurement method by which a governmental entity contracts with a contractor for the construction, alteration, rehabilitation, or repair of a facility by awarding the contract to the lowest responsible bidder.

Competitive Sealed Proposal (CSP)

A procurement method by which a governmental entity may request proposals and pricing information based on the scope of work provided, rank the offers, negotiate a contract, and then award the project to the contractor that offers the best value to the entity.

Construction commissioning

A collaborative process whose purpose is to ensure that buildings and systems perform according to contract.

Commissioning agent

An independent party, unaffiliated with the design team or contractors, that takes charge of the construction commissioning process.

Construction documents

Extremely detailed drawings and specifications showing and describing all of the details required to construct the building.

Construction Manager at Risk (CMAR)

A construction delivery method by which a governmental entity contracts with an architect or engineer for design and construction phase services and contracts separately with a construction manager-at-risk to serve as the general contractor and to provide consultation during the design and construction, rehabilitation, alteration, or repair of a facility. A CMAR is selected based upon qualifications and price proposal that would provide the best value for the governmental entity.

Daylighting

A planned energy conservation strategy that utilizes illumination from sunlight.

Design development

Process in which schematic design drawings are further developed to include more detail, including: detailed site plan; room layouts; door and window types; interior and exterior elevations; reflected ceiling plans; plumbing, mechanical, structural, and electrical drawings; and kitchen layouts.

Design team

A group of professionals from architectural and engineering firms that is engaged to design a facility.

Educational Specifications

A document that details the number of rooms required, the size of each room, how those rooms should relate to each other (adjacencies), and the elements (sinks, electrical outlets, markerboards, cabinets, etc.) that should be included in each room. Districtwide Educational Specifications will be adapted for the specific needs of the campus.

Encumbrance Accounting

The recognition of commitments that will subsequently become expenditures when goods and services are received.

FF&E

Furniture, fixtures, and equipment. This describes all contents that are not a permanent part of the structure.

Hard costs

Expenses associated with direct construction of a project.

HVAC

Heating, ventilation, and air-conditioning

Job Order Contract (JOC)

A procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite.

Leadership in Energy and Environmental Design (LEED)

A building certification process developed by the U.S. Green Building Council (USGBC) to enhance environmental awareness among architects and building contractors and to encourage the design and construction of energy-efficient, water-conserving buildings that use sustainable or green resources and materials.

MEP

Mechanical/electrical and plumbing systems.

Program or Concept design

Single-line drawings that illustrate room adjacencies and scale

Public Facility Corporation

The PFC is a non-profit corporation, the creation of which was sponsored by the District pursuant to the Public Facility Corporation Act. The Public Facility Corporation act authorizes the creation and utilization of school district public facility corporations to issue bonds for capital renovation programs. The Houston Independent School District Public Facility Corporation (HISD-PFC) has utilized this structure to issue \$48M for four of the news schools in the 2007 Facilities Capital Program (FCP).

Schedule of values

An itemization of costs that comprises the entire contract amount.

Schematic Design

Typically includes a simple site plan, floor plans, simple building cross-sections, an outline specification with general information about building systems, a table comparing required square footages from the educational specifications with actual square footages shown on the drawings, a preliminary estimate of cost options, and three-dimensional depictions of the exterior of the building.

Schedule of values

An itemization of costs that comprises the entire contract amount.

Scope-to-Budge

An analytical review conducted by the architectural/engineering team to ensure the proposed scope of work and project requirements are aligned with the established construction budget. The approved findings from this review become the basis for the design and preparation of the construction documents.

Schematic Design

The schematic design submission typically includes a simple site plan, floor plans (simple scale drawings that show room sizes, relationships, doors, and windows), simple building cross sections, an outline specification with general information about building systems, a table comparing required square footages from the educational specifications with actual square footages shown on the drawings, a preliminary estimate of cost options, and possibly 3-dimensional depictions of the exterior of the building

Soft costs

A construction industry term, but more specifically a contractor accounting term for an expense item that is not considered direct construction cost. Soft costs include architectural, engineering, financing, legal fees, and other pre- and post-construction expenses.

Swing space

A school building or a portion of an existing school building or other facility that will house the student population and its teachers and staff during the school-construction process.



Appendix

HISD's Bond Oversight Committee (BOC) met October 28, 2015 to review third quarter progress on the district's \$1.89 billion bond program and received a project-by-project analysis that outlines additional funding that the district potentially needs to ensure all work is completed as initially described in the 2012 bond election.

The committee discussed the need for additional funds to address higher construction costs, which have increased significantly since the bond was passed in 2012. The administration has submitted a supplemental funding proposal, which would require Board of Education approval. The additional funding would not involve any tax increase.

Project-by-project analysis for supplemental funding

The BOC meeting follows an internal audit on the construction cost escalation and inflation. At the meeting, committee members had questions about the data referenced in the internal report.

Some BOC members suggested that a more localized look at Houston's construction economy would provide important insight into the issue.

HISD's bond team is planning to review its project-by-project analysis with trustees to answer questions and address their concerns. Trustees have called for an independent audit to accompany the recent internal audit and subsequent management response.

The team stressed that it remains committed to delivering quality schools, as promised. Until a Board decision is made on the supplemental funding proposal, staff will continue working within the current approved budgets.

Third quarter update discussed

During the third quarter, several projects began vertical construction, including Condit ES, South Early College HS, North Houston Early College HS, and Mandarin Chinese Language Immersion Magnet School. In addition, it was noted that the non-bond-funded North Forest HS and North Forest Early Childhood Center also went vertical in the same time period.

The BOC presentation featured a slideshow with recent photographs of projects that are currently in the construction phase. Grady MS and Worthing HS (Phase 1) will be completed in the first quarter of 2016. Delmar Fieldhouse will be completed in the spring.

Bond Oversight Committee's third quarter report

Projects scheduled to be completed in time to start the 2016-2017 school year include Condit ES, MCLIMS, North Houston Early College HS, South Early College HS, Mark White ES, Waltrip HS, and (non-bond) North Forest Early Childhood Center.

Several schools have target completion dates just over a year from now, including DeBaKey HS in fourth quarter 2016 and Furr HS, Lee HS, Leland Prep, Sterling HS, and (non-bond) North Forest HS in first quarter 2017.

The BOC was briefed on the challenges of some of the projects, ranging from unexpected site conditions to lack of community consensus and scope-to-budget alignment.



MEETING NOTES

MEETING: **Bond Oversight Committee Meeting**
2012 HISD Facilities Capital (Bond) Program

LOCATION: Hattie Mae White Educational Support Center
Conference Room 2E02
4400 West 18th Street
Houston, Texas 77092

DATE: 27 October 2015 **TIME:** 8:30 A.M.

PRESENT: **Bond Oversight Committee**
Mr. Michael G. Davis
Ms. Jessica Diaz
Mr. Robert M. Eury
Mr. D.V. "Sonny" Flores
Mr. Craig Johnson
Mr. David Quan
Mrs. Phoebe Tudor
Mr. Gary J. White

ABSENT: Mr. Martin Debrovner

GUESTS: Ms. Connie Esparza
Mr. Alex V Rios
Ms. Ericka Mellon
Ms. Laura Isensee
Mr. Pat Cullen
Mr. Ben G. Wilson
Mr. Gerald Monroe

Houston Independent School District (HISD)
Mr. Ken Huewitt, Deputy Superintendent
Mr. Jason Spencer, Chief of Staff
Mr. Lenny Shad, Chief Technology Officer
Ms. Helen Spencer, Chief Comm. Officer
Ms. Sandy Hellums, Counsel
Ms. Cheryl Smith, Business Operations
Mr. Sundaresh Kamath, CFS
Mr. Derrick Sanders, CFS
Mr. Dan Bankhead, CFS
Mr. Brian Busby, CFS
Mr. Andreas Peeples, CFS
Ms. Yesenia Taylor, Business Assistance
Ms. Sherrie Robinson, Controller
Ms. Tonya Savoie, Bond Finance office
Ms. Sara Butler, Bond Communications
Ms. Rebecca Kiest, Bond Communications
Ms. Jade Mays, CFS
Mr. Richard Patton, Chief Audit Executive
Mr. John Gerwin, Construction Audit
Ms. Mary Rochan, CFS
Ms. Ozella Whalton, CFS
Ms. Holly Huffman, Media Relations
Ms. Ashlea Graves, Government Relations

The general purpose of the meeting was to brief the Bond Oversight Committee on the current status of the new construction and renovation projects funded through the 2012 Facilities Capital Program. Related issues, questions and activities were also discussed.

Item 1 **Welcome**

Sundaresh Kamath, CFS Officer called the meeting to order at 8:33 and welcomed the participants and guests. Mr. Kamath noted that there has been much headway on the bond projects. He stated his staff was prepared to answer what he believed would be a number of questions. He then introduced a short video showing the construction progress since the last quarterly Oversight Committee meeting.

Item 2 July 29, 2015 Oversight Committee Meeting Minutes

Mr. Kamath noted the minutes of the previous meeting were in the back of each member's binder and Mr. Flores made a motion and the committee approved the minutes as presented.

Item 3 Bond Construction Update

Mr. Kamath introduced Derrick Sanders, General Manager of Facilities Construction to review the construction progress of the 17 projects (including the non-bond projects) under construction. Mr. Sanders reviewed each project individually and updated the committee on the current status. Mr. Kamath noted there is a ground breaking ceremony on Thursday at Furr High School and invited the committee members to attend if able.

Item 4 Bond Design Update

Dan Bankhead, General Manager of Facilities Design reported on the group three and four projects in the design phase. He noted that most have completed the Schematic Design phase and are entering Design Development. He noted that each team has worked diligently to reconcile the scope to the budget. He also informed the committee that Group 3 projects are on schedule while Group 4 projects are ahead of schedule.

Mr., Kamath reminded the committee that in previous sessions they had been informed of the impact of construction pricing escalation to the program. He noted that this resulted in a proposal for supplemental funding to the bond program. It was noted that funding this plan would not require a tax increase. Mr. Kamath informed the committee that the Board of Trustees and the Board's Audit Committee requested a Project by Project Analysis (PPA) of each project's finances. This report was given to the Board and a copy was presented to each member of the Oversight Committee. Mr. Bankhead noted that the design and construction teams continue to develop the projects using the original budgets. He assured the committee that to date neither program nor quality has been reduced.

Mr. White noted that at the last meeting, he understood that the district's promise was to provide the school as outlined by the bond documents. He asked if that would be achieved without the supplemental funding. Mr. Bankhead said to date that has been possible but that there is concern about the ability to do so in the future. Mr. White asked whether the concern included schools already under construction. Mr. Bankhead said generally the schools underway were less of a concern but at Milby, for example, significant unforeseen conditions have been discovered. He stated that while Milby can be completed, it is running very lean. Mr. Kamath noted that in order to fund the construction contracts various budget line items (contingency, FF&E, etc.) were used to some degree on each of the projects. Mr. Kamath stated the supplemental funding if approved will return monies to these budgets. For Group 3 and 4 projects, the supplemental funds will purely address escalation. Mr. Johnson asked for and received confirmation that there was no transfer of funds between projects. Mr. Johnson asked which projects required movement of funds from other budget line items. Mr. Bankhead responded that all projects awarded before December 2014 were contracted using only escalation and contingency funds while projects awarded since then have required funding from other line items such as testing and FF&E.

Robert Eury noted that at the last meeting there had been discussion of the possibility of delaying projects so that the slowing local economy might result in lower construction pricing. Mr. Bankhead noted that discussions with developers and economists on this subject led to the planning and design for Group 3 and 4 projects being accelerated. Mr. Sanders noted that a number of Texas school districts have bond referendums on the ballot this year which could offset slowing construction in other markets. Mr. Kamath remarked that the expedited designs will allow each project to be bid at the most opportune time.

David Quan asked for clarification as to how funds were reallocated within a project – how would transfer of FF&E budget to construction impact the furniture purchased for the school. Mr. Bankhead responded that there would likely be a lower quantity not a reduced quality. He further stated that generally speaking, the budgets first used were those for moving, testing, etc. Mr. Quan asked if there was a difference in the bidders prior to December 2014 which could explain the price increase. Mr. Sanders stated that the same bidders were participating and that the cost increases appeared to be strictly related to market conditions.

Sonny Flores asked why HISD wasn't trying different delivery methods to address the cost issues. Mr. Kamath responded that in addition to Construction Management at Risk (CMAR) the Competitive Sealed Proposal (CSP) method for obtaining construction was also being employed. Mr. Kamath continued that supply and demand was driving up project costs for both methods. Mr. Sanders noted that the last three bids were CSP which was employed after termination of CMAR. In response to a question from Mr. Flores, he confirmed these projects were over \$30 million each.

Mr. Quan asked what costs Cy-Fair ISD was experiencing. Mr. Sanders reported their costs were \$268 per square foot and they are dealing with same escalation. It was noted that Katy ISD is contracting around \$217 per square foot.

Mr. Eury asked for clarification that the projects could be completed without the Supplemental Funding by reducing FF&E and other line items or are the last projects in danger of losing their funding. Mr. Bankhead noted that was not the case, the intent is to finish all projects. Gary White asked what had been removed from the projects so that they can be built within their budget. Mr. Bankhead noted that each project has addressed this issue individually but in general there was a reduction in some of the building's features. Among the examples he listed were: interior glass walls reduced by 50%, fewer operable partitions, fewer exterior windows, etc.

Michael Davis asked if the PATs were involved in determining how to address budget issues. Mr. Bankhead stated the PATs have been engaged throughout the process. Mr. Davis questioned if the community was involved in decisions like reducing glass by 50%. Mr. Bankhead said they were but the campus administration is more involved since some issues directly related to the educational program of the school. Mr. Kamath noted that while the community remains involved, the conversations become more and more difficult as the impact of the economic issues increase.

Mr. White asked if the current supplemental funding request is sufficient or will additional requests be forthcoming. Mr. Kamath stated that based on information available today, it is sufficient. He stated however that it is impossible for anyone to fully know the economic future. Mr. Kamath stated that based on best projections available through the end of the program, the supplemental funding request should be sufficient.

Project by Project Analysis

The group then decided to review the Project by Project Analysis (PPA) rather than at the end of the agenda as originally planned.

Mr. Bankhead identified each of the columns on the analysis and how they were determined. Mr. White asked how HISD could award more than was budgeted. Mr. Bankhead noted that after working with the design team to “tighten the belt” as much possible and negotiating with the CMAR, if required to award the construction contract, monies were moved from other line items within a particular project’s budget.

Sonny Flores reminded the group that the committee had previously been informed that monies are not being moved between projects. Mr. Kamath confirmed this was and remains the case.

Mr. Bankhead noted that the PPA compares the expected contract amount for each project to the current budget and the difference between those amounts is the total supplemental funding being requested.

Ms. Tudor noted that the information provided for the contracted projects is straightforward but expressed concern that the Board of Trustees may be unwilling to allocate additional funding for a project until bids are received. Mr. Bankhead stated that if supplemental funding is provided, the design teams will not have to remove features from the projects, whereas if the funding isn’t provided until the design is complete and bids received, redesign will be required.

Ms. Tudor asked about the status of third party audit. Richard Patton, Chief Audit Executive stated that the Board has not yet determined if another audit is going to be undertaken. Mr. Kamath noted that while the escalation figure is in dispute, there is no dispute that there is escalation. Ms. Tudor noted that the inflation figure in dispute impacts the total increase that would be needed. Mr. Kamath stated that the Board authorizing the supplemental funding would not necessarily mean the funds would be spent; they would only be allocated to a project if needed after bids were received.

Mr. Eury noted the internal audit referenced a national escalation rate not a local one and therefore using the local figure was the fiscally conservative way to determine. He asked if the supplemental funding will be tracked separately and not used if not needed. Mr. Kamath stated this was the case. The Board would be authorizing the funds to be available but it would be necessary to go back to the board for specific project increases.

Ms. Tudor asked about the allocation of the supplemental funding between projects. She noted that distributing it proportionally did not seem appropriate. Mr. Bankhead stated that the Board had asked for the PPA for that reason.

Ken Huewitt, Deputy Superintendent stated that until the Board advises differently, CFS is proceeding based upon the original budgets. If the Board approves the supplemental funding request, then the funds can be made available if needed. Mr. Huewitt noted however that if deflation occurs, which some have suggested, the funds might not be needed. He stated the additional funding will not be obtained unless needed.

Mr. Patton clarified that the audit was not written to get into an argument about the inflation rate but the auditors were unable to find a published construction escalation rate. Mr. Quan inquired about using anecdotal information. Mr. Patton stated that they used published documents and did not want to use data from contractor groups (ACG) as those are not independent groups. Mr. Quan asked why there was such a large variance between the audit's costs and escalation figures and those reported or estimated by CFS. Mr. Patton stated that much of what is being reported as escalation by CFS is contractor negotiated higher costs. Mr. Eury stated Houston is a hot market which differs from the national data. Mr. Kamath stated that the RS Means and ENR data which the audit relied upon comes from the same contractors as the AGC data. He noted that using the 8% total escalation from 2012-2015 suggested by the Audit to escalate the original \$160 per square foot budget would result in a cost today of \$176 per square foot. Mr. Kamath noted he was unaware of any districts building schools in the Houston area at that low a cost per square foot. Mr. Bankhead agreed and noted that the CMAR that built Carnegie-Vanguard recently re-priced that school based on the original plans. The building was built for around \$160 per square foot but would now cost \$210-\$215 per square foot. He noted that whether the change was attributed to inflation or escalation, it was the cost in Houston's current market.

Mr. Quan asked if any of the suggested cost control proposals from the Audit can be implemented. Mr. Kamath noted CFS was open to suggestion and improvements. One of the items noted in the audit was the lack of bids. Mr. Kamath noted it was difficult to get numerous subcontractor bids in the current market but that efforts have been underway and will continue to be made. Mr. Patton noted that part of the cost increase is the lack of competition. Mr. Bankhead noted that the amount of commercial construction underway draws subcontractors to larger commercial projects as they provide more profit. Mr. Eury stated only way to address the shortage of bidders is to delay the program in the hopes that a slowing Houston market will mean less competition. Mr. Eury stated however in his opinion delaying is not an acceptable alternative. Mr. Patton noted the audit ties the lack of competition to higher costs but he did not consider that to be inflation.

Returning to the agenda, Mr. Bankhead reviewed several projects with challenges. The PPA reports that Bellaire is facing challenges ranging from lack of community consensus on design and site plans to phasing options and parking facilities, which have led to a delay in implementing the project and a potential \$20 million dollar shortfall.

Ms. Tudor noted her concern that sufficient time wasn't spent prior to the bond budgets being developed. She stated her belief that using the same formula for each school on a per student basis does not seem to result in budgets reflective of the needs at each individual school. She also questioned the grossing factor of 38%. She noted other districts use 50%

or more. Mr. Bankhead addressed her concern regarding the grossing fact noting that it forced the architects to design efficiently and frugally. Ms. Tudor suggested it might be better prototypes argue her point; having a known design allows for the budget to be more specific to the project's design. Mr. Eury suggested including funds for future projects for advance planning and design. Mr. Kamath noted that other districts often do this.

Continuing with his review of projects with issues, Mr. Bankhead noted Davis needs supplemental funding due to the previously unknown existing conditions. For HSPVA, the second level of underground parking was not originally budgeted and therefore the supplemental funding is needed. At Lamar, the City has not agreed to the full parking variance and is requiring more parking than the budget will allow. Mr. Bankhead noted that due to unforeseen conditions and title issues, Milby requires additional funding. Sharpstown's phasing and bid amounts have resulted in the need for supplemental funding whereas at Washington, the redesign and rescheduling due to the unforeseen site conditions (geographical fault) have increased the project costs.

Mr. Bankhead concluded by reporting that Groups 3 & 4 are progressing well and almost all have held their first community meetings. He stated that by the end of the year, all will be finished with Schematic Design,

Item 5 Business Assistance (M/WBE) Report and Community Outreach

Yesenia Taylor, Supplier Diversity Team Lead, Business Assistance Office, announced that 51% of professional services have been awarded to M/WBE firms and that commitments from the CMAR firms range between 20% and 30%. Ms. Taylor noted that 19 applicants have completed the mentor protégé program. She also directed the Committee members to Page 125 of the binder which reviews the workshops and outreach events offered for M/WBE firms.

Item 6 Financial Reports

Sherrie Robinson, Controller, reported that \$205 million has been spent with an additional \$339 million encumbered. She noted that detailed information including a breakdown by project can be found on page 131 of the binder.

In response to a question, Mr. Robinson noted that Finance works with the bond office to determine when bond sales are needed and expects that the next is likely to be in the first quarter of 2016.

Item 7 Bond Communications

Sylvia Wood, General Manager, Business & Bond Communications, provided an overview of communications efforts since the beginning of the bond program as well as over the last quarter. She issued the attached handout which identified these efforts. Ms. Wood reported that the department has worked with the Program Managers to enhance community engagement. Additionally, she noted that HISD is active on social media and has worked directly with HISD leadership to assist in delivering information regarding the escalation issues. Ms. Wood concluded by noting that the quarter ahead will be busy with Community meetings, ground breakings, etc.

Item 8 Looking Ahead

Mr. Kamath summarized the meeting and noted construction will continue on a number of projects. He stated that Notices to Proceed will be issued on a number of projects before the next committee meeting. He also informed the committee that Grady and Worthing (Phase 1) are both expected to be ready for students in early 2016.

Mr. Eury noted that HSPVA is shown as a red light on the traffic light report and asked for its status. Mr. Sanders noted that bids were just received and are currently under review. Mr. Sanders confirmed that the garage was priced separately.

Item 9 Project by Project Analysis

The committee continued discussion of the PPA.

Mr. Flores noted that Sue Robertson, General Manager of Facilities Planning was absent. Mr. Sanders informed the committee that Ms. Robertson had been in a car accident with minor injuries and was home recuperating.

Ms. Tudor asked about the status of the supplemental funding request. Mr. Kamath stated the PPA had been presented to Board and to internal audit. He noted that the board may elect to have an audit done by an external firm prior to making a decision on whether to approve the supplemental funding.

Mr. Quan noted that the supplemental funding request only addresses increases in construction and asked if there was similar escalation in the project's other costs. Mr. Kamath stated that Furniture, Fixtures & Equipment, technology, and construction testing costs are not increasing at the same rate and therefore a shortfall is not projected. Mr. Quan stated that from the public's standpoint, an additional funding request at a later date would not be positive. Mr. Kamath pointed out to the committee that a line item for soft costs is included in the supplemental funding request. Mr. Bankhead noted most of the soft costs are expended in the beginning phases of projects, so most have already been expended.

Ms. Tudor asked if the Board needs to hear that CFS is willing to implement some of the audit suggestions. Mr. Kamath stated CFS has responded and will be sitting with Board to discuss. Mr. Quan stated he agreed with Ms. Tudor and suggested that the response calling into question the items was counterproductive. He believes that the public and therefore the Board would react positively to CFS acknowledging suggestions that can be implemented. Mr. Kamath noted that CFS works with Construction Audit regularly and welcomes their input. He stated all staff members are open to improvement.

Ms. Tudor noted her appreciation that CFS was willing discuss the recommendations from the audit with the Board and asked if there was a mechanism for doing so. Mr. Huewitt stated he was working with Board to facilitate their understanding of the supplemental funding request. He stated the Project by Project Analysis report will assist greatly in the board's understanding. He stated that the discussions will take place this week.

Mr. Flores asked if the board would approve the third party audit. Mr. Hewitt stated that is a board decision and they may determine one is not needed once their concerns both financial and operational are addressed.

Jessica Diaz asked how the goal of 21st century schools was being maintained with the budget driven reductions that have been discussed. Mr. Sanders replied that one of the reasons for the supplemental funding is to maintain that goal. Mr. Hewitt stated the goal of the program is to build the schools that community desires and that while currently it appears additional funding will be needed, that if the construction market changes, and the supplemental funding isn't needed it won't be spent.

There being no further questions or discussion, the committee entered Executive Session.

The information outlined above reflects the author's understanding of the key discussions and decisions reached during this meeting. Should you have any additions and/or clarifications to these meeting notes, please notify the author in writing promptly. These notes will be relied upon as the approved record of the meeting, unless a written notice to the contrary is sent to the author within seven (7) days of the submission of these meeting notes.

Prepared by Construction and Facilities Services.

Office of the Superintendent of Schools
Board of Education Meeting of October 15, 2015

Office of Business Operations
Leo Bobadilla, Chief Operating Officer

**SUBJECT: AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND
CONSTRUCTION CONTRACT FOR JACK YATES HIGH SCHOOL**

A request for competitive sealed proposals for the Jack Yates High School (HS) project was advertised on July 18 and July 28, 2015. The scope of work includes, but is not limited to, abatement/removal in preparation for building the new Yates HS. On August 18, 2015, the district received sealed bids from the following responsive contractor:

AAR Incorporated

After evaluation in accordance with the procedures approved by the Houston Independent School District (HISD) Board of Education, AAR Incorporated was determined to be the highest-ranked, best-value proposer. Therefore, it is recommended this contractor be awarded a contract for the scope of work for the Yates HS construction abatement project.

Approval will authorize the superintendent of schools or a designee to negotiate and execute a contract in the amount not to exceed the identified cost and amend the contract within the established allowance.

The requested amount is as follows:

Highest-Ranked Firm	Base Bid and Applicable Alternates	Construction Contingency Amount	Total Contract Amount Not to Exceed	M/WBE Participation
AAR Incorporated	\$60,280	\$6,000	\$66,280	25%

This item was originally presented to the HISD Board of Education for consideration at its meeting on September 10, 2015. At that time, the item was rejected and a request was made by the HISD Board of Education that this item be resubmitted for consideration at the October 15, 2015, HISD Board of Education Meeting.

COST/FUNDING SOURCE(S): The total cost shall not exceed \$66,280 and will be funded by 2012 Bond Program funds.

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 construction contract with AAR Incorporated for Jack Yates High School, effective October 16, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of November 12, 2015

Office of Information Technology
Lenny Schad, Chief Technology Officer

**SUBJECT: AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND AN
ABATEMENT AND DEMOLITION CONTRACT RELATED TO
JEFFERSON DAVIS HIGH SCHOOL**

The Houston Independent School District (HISD) 2012 bond election approved the construction and renovations of Jefferson Davis High School (HS).

The HISD Board of Education approved the design contract for the Davis HS on May 16, 2013.

The district sought competitive sealed proposals (CSP) from contractors for the Davis HS renovations which include, but not limited to the abatement and demolition of HISD acquired residential properties west of Davis High School.

This project was advertised on September 26 and October 3, 2015. On October 20, 2015, the district received five CSPs from the following contractors:

AAR, Inc.
Cherry Demolition
E.R.S.I.
Grant MacKay
J.T.B. Services

After evaluation in accordance with the procedures approved by the HISD Board of Education, AAR, Inc., was determined to be the highest-ranked best-value proposer. Therefore, it is recommended this contractor be awarded the abatement and demolition contract related to the Davis HS project.

Approval will authorize the superintendent of schools or a designee to negotiate, execute, and amend a contract in an amount not to exceed \$372,240 with the AAR, inc.

The requested amount is as follows:

Highest-Ranked Firm	Base Bid and Applicable Alternates	Construction Contingency Amount	Total Contract Amount Not to Exceed	M/WBE Participation
AAR, Inc.	\$322,240	\$50,000	\$372,240	22%

COST/FUNDING SOURCE(S): The total cost shall not exceed \$372,240 and will be funded by 2012 Bond Program funds (CP1 81-6615 003-99-009 419).

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 an abatement and demolition contract related to Jefferson Davis High School, effective November 13, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of November 12, 2015

Office of Information Technology
Lenny Schad, Chief Technology Officer

**SUBJECT: APPROVAL OF ADJUSTMENT IN THE DESIGN ALLOWANCE AND
AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND ALL
NECESSARY CONTRACTS FOR ROBERT E. LEE HIGH SCHOOL**

The Houston Independent School District (HISD) 2012 bond election approved the design and construction of a replacement school facility at Robert E. Lee High School.

The HISD Board of Education approved the design contract for the replacement school facility on June 3, 2013.

Additional design services are required to accommodate necessary revisions to the program for the new school, including but not limited to the design of the new construction and welding Career and Technology Education space, the elimination of the pool and related adjunct mechanical and storage spaces, and the redesign of the adjacent Junior Reserve Officer Training Corps and locker room spaces.

An increase in the design allowance in the amount of \$211,000 is requested to complete the additional scope of work. Approval will authorize the superintendent of schools or a designee to negotiate, execute, and amend all necessary contracts.

COST/FUNDING SOURCE(S): There will be no increase to the overall project budget. The total cost shall not exceed \$211,000 and will be funded by 2012 Bond Program funds (CP1 81-6630-009-99-419-419).

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 approves an increase in the design allowance for the new Robert E. Lee High School, and authorizes the superintendent of schools or a designee to negotiate, execute, and amend all necessary contracts for the new school, effective November 13, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of November 12, 2015

Office of Information Technology
Lenny Schad, Chief Technology Officer

**SUBJECT: APPROVAL TO AMEND AND INCREASE THE DESIGN CONTRACT
FOR THE SOUTH EARLY COLLEGE HIGH SCHOOL**

The Houston Independent School District (HISD) 2012 Bond election approved the design and construction of the South Early College High School (HS). On February 14, 2013, the HISD Board of Education approved the award of a design contract for this project to Smith & Company Architects.

On July 18, 2013, the HISD Board of Education approved the award of a Construction Manager-at-Risk construction contract for the South Early College HS.

The site for this project is located on the South College campus of the Houston Community College System. During the early stages of construction for the South Early College HS, a campus infrastructure project that would provide utilities to serve the South Early College HS was delayed. In order to meet the regulatory requirements of the City of Houston and prevent significant delays in the progress of construction for this project, the architectural/engineering team was asked to design, document, and repermit a temporary site storm drainage system and prepare alternative water system and sanitary sewer system construction packages. Additional services are required to perform this work.

Authorization is requested to amend and increase the design contract in the amount of \$15,300 to accomplish these additional services. Approval of this item will authorize the superintendent of schools or a designee to negotiate, execute, and amend all necessary contracts to implement the work.

COST/FUNDING SOURCE(S): No additional funding is required. The cost for this request will be funded by the current design contingency allowance. There will be no increase in the overall project budget.

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 for the South Early College High School, effective November 13, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of November 12, 2015

Office of Information Technology
Lenny Schad, Chief Technology Officer

SUBJECT: APPROVAL OF AN ADJUSTMENT IN DESIGN CONTINGENCY ALLOWANCE AND AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND ALL RELATED CONTRACTS FOR THE NEW BOOKER T. WASHINGTON HIGH SCHOOL

The Houston Independent School District (HISD) 2012 bond election approved the construction of a new Booker T. Washington High School (HS). On April 11, 2013, the HISD Board of Education approved the award of a design contract for this project to Fanning Howey/House Partners, L.L.C.

In the second quarter of 2015, a geological fault traversing the proposed site of the new Washington HS was discovered. After considerable study and analysis, it was determined that the new high school could not be constructed on the geological fault and the current design of the building, as well as the site layout, should be revised. The proposed revisions to the building design and site layout will maintain the basic characteristics and program requirements of the original design; however, in order to incorporate the required modifications into the final construction documents, the architectural/engineering team will have to provide additional services.

An increase in the design allowance of \$469,231 is requested to complete the additional work. Approval of this item will authorize the superintendent of schools or a designee to negotiate, execute, and amend all necessary contracts to implement the work.

COST/FUNDING SOURCE(S): There will be no increase in the overall project budget. The total cost of the increase to the design contingency allowance shall not exceed \$469,231 and will be funded by 2012 Bond Program funds (CP1 81-6630 016-99-419 419).

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 approves an increase in the design contingency allowance, and authorizes the superintendent of schools or a designee to negotiate, execute, and amend all necessary contracts for the new Booker T. Washington High School, effective November 13, 2015.

Office of the Superintendent of Schools
Board of Education Meeting of November 12, 2015

Office of Information Technology
Lenny Schad, Chief Technology Officer

**SUBJECT: AUTHORITY TO NEGOTIATE, EXECUTE, AND AMEND
CONSTRUCTION CONTRACT FOR THE NEW SHARPSTOWN HIGH
SCHOOL**

The Houston Independent School District (HISD) 2012 bond election approved the construction of a new campus for Sharpstown High School (HS).

The HISD Board of Education approved the design contract for the new Sharpstown HS on July 2, 2013.

In July 2015, the district terminated negotiations with the Construction Manager-at-Risk contractor and approved a change to competitive sealed proposals (CSPs) for the construction of the new Sharpstown HS.

A request for CSPs for this project was advertised on August 8 and August 15, 2015. On September 1, 2015, the district received two CSPs from the following responsive contractors:

ICI Construction, Inc.
Prime Contractors, Inc.

After evaluation in accordance with the procedures approved by the HISD Board of Education, ICI Construction, Inc. was determined to be the highest-ranked best-value proposer. Therefore, it is recommended this contractor be awarded the contract for the new Sharpstown HS construction project. Proposed pricing for this project was received on September 1, 2015, and expires after 90 days. Any delay in award of a contract after the month of November could potentially result in an increase to the construction cost and may require additional negotiations.

The recommended contract amount exceeds the construction budget by approximately \$5,000,000. Staff has determined this proposal amount is reasonable, fair, and in keeping with current market conditions for a high school that meets HISD's standards and goals of creating a 21st century learning environment. HISD administration is of the opinion that any reductions to the proposed scope of work to reduce costs would adversely impact the quality of the project, performance of building systems, and instructional program space. To address this funding variance, staff is recommending reallocation of other funds within the overall Sharpstown HS project budget that were reserved for other project costs, so that the project may proceed. A request for additional funding will be submitted at a later date

Approval of this item will authorize the superintendent of schools or a designee to negotiate and execute a contract in an amount not to exceed the identified cost and amend the contract within the established allowance.

The requested amount is as follows:

Highest-Ranked Firm	Base Bid and Applicable Alternates	Construction Contingency Amount	Total Amount Not to Exceed	M/WBE Participation
ICI Construction, Inc.	\$44,700,000	\$1,300,000	\$46,000,000	23.5%

COST/FUNDING SOURCE(S): The total cost shall not exceed \$46,000,000 and will be funded by 2012 Bond Program funds.
(CP1 81-6621 023-99-419 419).

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 construction contract with ICI Construction, Inc., for Sharpstown HS, effective November 13, 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.
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STAFFING IMPLICATIONS:	None
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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.
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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 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.

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

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, 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

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:
February 15, ____

CUSIP⁷:

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 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.
