

*Board of Education
Regular Meeting
September 24, 2019*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on September 24, 2019 the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES - J. T. Stevens and Waverly Park Elementary Schools**
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Parent Recognition - Rufino Mendoza Elementary School
 - C. American Indian Heritage Day in Texas
 - D. Hispanic Heritage Month
4. **LONE STAR GOVERNANCE**
 - A. Goal Progress Measure 1.1: FWISD Universal Screener
5. **PUBLIC COMMENT**
6. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
7. **DISCUSSION OF AGENDA ITEMS**
8. **CONSENT AGENDA ITEMS**

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

 - A. Board of Education Meeting Minutes
 1. July 23, 2019 - Board Workshop and Special Meeting

B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve the Purchase of Tynker - Coding Program for Elementary Students	11
2. Approve Purchase of College Preparatory Mathematics Course Resource	15
3. Approve the 2019-2020 Allocation for Clayton Youth Services for Community Partnership Grant at A.M. Pate Elementary School	18
4. Approve Purchase of Teaching and Learning Center Cabling	22
5. Approve the Replacement of Roof Top Units at 18 Schools	28
C. Approval of Memorandum of Understanding Between Fort Worth Independent School District and MHMR of Tarrant County	36
D. Approve the Interlocal Agreement Between the Education Service Center (ESC) Region 19 Purchasing Allied States Cooperative and the Fort Worth Independent School District	42
E. Ratify Interlocal Agreement Between Fort Worth ISD and the City of Forest Hill for School Security Services	46
F. Approve Appraisers for the T-TESS Appraisal System Certified Since June 1, 2019	57
G. Approve the Authorization for Superintendent or Designee to Negotiate and Enter into a Contract to Provide Master Scheduling Services	67
H. Approve the Authorization for Superintendent or Designee to Negotiate and enter into a Contract for Real Estate Brokerage Services	70
I. Approve Consultant Service Contract Addendum to Expand Mentoring Services for the FWISD "My Brother's Keeper" (MBK) Program to 7 Middle School Campuses for 2019-2020	73
J. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Trimble Technical High School Renovation Job No. 011-211 (RFQ #20-002) in Conjunction with the 2017 Capital Improvement Program	77
K. Approve Change Order for Job No. 008-002 North Side High School Mariachi Addition (CSP 19-030) in Conjunction with the 2017 Capital Improvement Program	81
L. Closeout of the Contract with RJM Contractors for Bid Package 028 (RFCSP #18-019) and Authorization of Final Payment in the 2013 Capital Improvement Program	84
M. Closeout of the Contract with MDI, Inc. General Contractors for Bid Package 061 (RFCSP #18-014) and Authorization of Final Payment in the 2013 Capital Improvement Program	87
N. Approve Final Plat for Job No. 229-131 Overton Park Elementary School in Conjunction with the 2017 Capital Improvement Program	90
O. Approve the Minutes of the October 17, 2018 Facility Master Plan Committee Meeting	93

9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

10. EXECUTIVE SESSION

The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. Chief Internal Auditor
 - 2. Chief Academic Officer
 - 3. Assistant Superintendent of Curriculum and Instruction
 - 4. Executive Director of Bilingual and ESL
 - 5. School Leadership Executive Director
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

12. ACCEPT CONSENT AGENDA

13. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel

14. ACTION AGENDA ITEMS

- A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Board Resolution to Authorize Acquisition of Lots 4, 5, 6 and 7, Prince Addition to the City of Fort Worth, Tarrant County, Texas, Known as 5062, 5070 and 5074 Willie Street with Market Value Final Offer, or by Eminent Domain if Final Offer is Declined

- E. Approve Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2019A” in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District Officials 102
- F. Approve Order Authorizing The Issuance Of “Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2019B” In One Or More Series; Levying A Continuing Direct Annual Ad Valorem Tax For The Payment Of Such Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Such Bonds, Including Establishing Procedures And Delegating Matters To Authorized District Officials 139
- G. Approve Board Resolution and Contract of Sale to Purchase or Acquire by Eminent Domain a 15 Acre Parcel out of the Nathan Proctor Survey Abstract 1229 Tract 1, Tarrant County, TX 76126 also Know as 1901 RM RD 2871, Fort Worth, Texas 76126 176
- H. Approve Second Reading-Revision to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL) 212

15. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

16. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Board Of Education Meeting Minutes
2. Decline to Approve the Board Of Education Meeting Minutes
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The Board Of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

Approval of the attached Board of Education minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Board Workshop and Special meeting on July 23, 2019.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on July 18, 2019 the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas . The subjects to be discussed are listed on the agenda which is made a part of this notice.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on July 18, 2019 at 04:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING JULY 23, 2019

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on July 18, 2019 in A place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on July 18, 2019.

/s/ Faye Daniels
Executive Secretary
Board of Education

ATTENDEES: Jacinto Ramos
Anne Darr
C. J. Evans
Tobi Jackson
Anael Luebanos
Ashley Paz
Quinton Phillips
Norman Robbins

The following administrators were present:

Sherry Breed
Karen Molinar
Jerry Moore
Cynthia Rincon

1. 5:30 P.M. – CALL TO ORDER BOARD WORKSHOP – CONVENE IN BOARD CONFERENCE ROOM

President Ramos called the meeting to order at 5:43 p.m.

2. TEAM BUILDING

Mr. Ramos made opening comments.

There was discussion regarding the following topics:

Establishing Agreements

Creating Some New Norms

Finding Common Ground/Bridging the Gap

AGREEMENTS

Feel that I am heard and hear others when they are speaking.

By listening from zero, with the intent to understand, not with the intent to respond.

“I” STATEMENTS

I model the behavior that we expect of the students we serve.

I act on facts rather than assumptions.

I expect to experience discomfort by having a common definition of conflict.

Once a decision is made...one voice publicly and privately.

I stay engaged.

I speak my truth.

I expect and accept non-closure.

I am accountable for my actions.

#7 (Respect)

I acknowledge I am part of a team.

The next exercise was breaking into groups and asked to come up with a definition of what conflict is. Some of the definitions were:

1)Engaging in healthy discomfort to reach a common goal through learning and mutual growth

2)Differing views being addressed directly or indirectly

3)Conflict is the DNA of leadership

Another activity was to visually see our mental models, how we view the world. They were given a word and determine if it makes them comfortable or uncomfortable.

3. BOARD APPOINTED COMMITTEES

There was discussion of the 2018-2019 Board Committees

4. CLOSE BOARD WORKSHOP – RECONVENE IN BOARD ROOM

Mr. Ramos closed the Board Workshop

5. CALL TO ORDER SPECIAL MEETING – BOARD ROOM

The special meeting was called to order at 8:34 p.m.

6. PUBLIC COMMENT

7. EXECUTIVE SESSION

The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

A. Seek the Advice of Attorneys (Section 551.071)

Rincon gave out handouts re. Clark grievance and vacant Board position provided by Attorney Castillo.

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code 551.074)

1. Superintendent Formative Evaluation
2. Vacant Board Position

8. RECONVENE IN REGULAR SESSION – BOARD CONFERENCE ROOM

9. ACTION ITEM

A. Consider and Take Possible Action on Process to Fill Vacant Board Position

Approve to fill the Vacant Board Position for District 4, by Special Election. Motioned by Quinton Phillips, seconded by Ashley Paz.

The motion passed: 6-for / 2-against (Anael Luebanos & Norman Robbins)

10. ADJOURN

The meeting was adjourned at 10:25 p.m.

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE THE PURCHASE OF TYNKER - CODING PROGRAM FOR ELEMENTARY STUDENTS

BACKGROUND:

The goal of the purchase is to complement the Spanish Tynker licenses provided through The Hispanic Heritage Foundation. Coding is a language that allows students to be creative and to use critical thinking skills. Additionally, students use computational thinking skills, which Google Education defines as “a problem solving process that includes a number of characteristics, such as logically ordering and analyzing data and creating solutions using a series of ordered steps (or algorithms), and dispositions, such as the ability to confidently deal with complexity and open-ended problems”.

Tynker is a coding platform designed for students in grades K-8. The platform provides computer-programming experiences to students, gives them a foundation of programming skills and allows them to be creative with code. Students in grades 2-5 at select campuses will have access to Tynker for a period of 1 year, giving them a progression of coding knowledge. Campuses will be selected through an application process with rubric scoring.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the purchase of Tynker - coding program for elementary students
2. Decline to Approve the purchase of Tynker - coding program for elementary students
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the purchase of Tynker - coding program for elementary students

FUNDING SOURCE

Additional Details

Special Revenue

289-11-6399-0LW-XXX-24-512-000000-20F12

COST:

\$68,952

VENDOR:

Tynker

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-085-A

Number of Bid/Proposals received: 50

HUB Firms: 4

Compliant Bids: 50

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Choice and Enrichment Programming

Elementary campuses will participate in an application process, with rubric scoring, in order to qualify for licenses. 39 campuses will be selected.

A scoring rubric has been developed based on the information obtained in the resource allocation process request form. These include an overview, objectives, technology, and district resources. Request forms are scored using a scale of 0 - 12 points. Each item may be awarded a 3 point maximum score; Exemplary (3 points), Adequate (2 points), Needs Improvement (1 point), and Missing (0 points). Applications will be scored by 3 reviewers and the 39 campuses with the highest total score will be recommended for resource allocation approval.

RATIONALE:

Approval of the purchase of Tynker will allow FWISD elementary students to gain valuable computer science experience and 21st century skills. Students will be engaged in activities that require computational thinking, which will enable them to develop critical-thinking and problem-solving skills. As students code, learning in other areas is supported, such as math, reading and science.

INFORMATION SOURCE:

Jerry Moore



Quote

Company Address 280 Hope St.
Mountain View, California 94041
United States
Fax (866) 489-4928

Created Date 9/3/2019
Quote Expiration 9/30/2019
Quote # QU-19845

Prepared By Venkat Varada
Phone (408) 426-0425
Email venkat@tynker.com
Fax (866) 489-4928

Contact Name David Saenz
Phone 817.814.2580
Email david.saenz@fwisd.org

Bill To Name Fort Worth ISD
Bill To 100 N. University Dr., Suite 300
Fort Worth, Texas 7610707
United States

Ship To Name Fort Worth ISD
Ship To 100 N. University Dr., Suite 300
Fort Worth, Texas 7610707
United States

Product	Description	Line Item Description	Quantity	Sales Price	Discount	Total Price
Online Workshop: Tynker Essentials	This premium online training is designed to bring your staff up to speed with Tynker quickly. The training covers basic setup, student import, assigning lessons, and running classes; and then goes beyond into creating their own lessons, tracking mastery and measuring outcomes. Educators can feel confident knowing they will be able to help students with the Tynker creativity tools suite, and the interactive lesson modules.		2.00	\$500.00	100.00%	\$0.00
Tynker District License -Elementary	Instructional materials and lesson plans for programming courses 1A, 1B, 101, 102, 201, 202, and Lego Robotics (tynker.com/school/elementary) - 6 cross-curricular STEM courses in English, Social Studies, Math, Physical Science, Life Science, and Earth Science. Automatic student assessment and metrics dashboards. Premium creation tools - District administration console for teacher and student management - District metrics - Yearly License.	This district license covers 39 Elementary sites upto 12000 students. Maximum multisite discount applied. Licenses begin 8/15/2019 through 6/30/2020	1.00	\$101,400.00	32.00%	\$68,952.00
Tynker School License Middle School Courses	Instructional materials and lesson plans for programming courses 201, 202, 301, 302, JavaScript 101, Python 101, Python 201, and Drones 101 (tynker.com/school/middle) - 6 cross-curricular STEM courses in English, Social Studies, Math, Physical Science, Life Science, and Earth Science. Automatic student assessment and metrics dashboards - Premium creation tools - School administration console for teacher and student management - School metrics. Valid for a single campus school with up to 400 students.	These middle school licenses covers 5 sites upto 2000 students. 100% discount applied as a one time pilot. Licenses begin 8/15/2019 through 6/30/2020	5.00	\$2,600.00	100.00%	\$0.00

Subtotal \$115,400.00
Discount 40.25%
Total Price \$68,952.00
Grand Total \$68,952.00

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE PURCHASE OF COLLEGE PREPARATORY MATHEMATICS COURSE RESOURCE

BACKGROUND:

The College Preparatory Mathematics course was mandated through HB5 as a partnership between a higher education entity and a school district. FWISD has partnered with the Tarrant County College District to provide this course for students. The course is for students who have not met the math College, Career, Military Readiness indicator or who will not obtain it from some other means before their senior year. The course is designed to help students to obtain a readiness indicator so they can begin to take credit bearing math courses immediately in college instead of non-credit, developmental courses.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve purchase of College Preparatory Mathematics course resource.
2. Decline to Approve purchase of College Preparatory Mathematics course resource.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve purchase of College Preparatory Mathematics course resource.

FUNDING SOURCE

Additional Details

General Fund

199-11-6329-019-XXX-24-162-000000

COST:

\$109,525.70

VENDOR:

McGraw-Hill Global Education Holdings, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 203

HUB Firms: 29

Compliant Bids: 203

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

All High Schools

RATIONALE:

Purchase resource for College Preparatory Mathematics course for students to help support student success.

INFORMATION SOURCE:

Jerry Moore



CUSTOMER ORDER

FEIN 80-0899290 SAN# 200-254x
SUT#: 46-0872435

50549963	08-AUG-2019
SALES ORDER NO	DATE

SEND SERVICE INQUIRIES TO
P O. BOX 182605
COLUMBUS, OH, 43218-2805
UNITED STATES

SEND RETURNS TO
McGraw-Hill GLOBAL EDUCATION HOLDINGS LLC
860 TAYLOR STATION ROAD
BLACKLICK OH 43004
UNITED STATES

PHONE: 1-800-338-3987
FAX: 1-800-953-8691

SHIP TO ACCT: 411802 EDI/SAN:

ORDERED BY:
BILL TO ACCT: 411802 + EDI/SAN: 220905

FORT WORTH ISD
100 N UNIVERSITY DR STE NE232
Fort Worth TX 76107-1360

FORT WORTH ISD
2901 SHOTTS STREET
FORT WORTH TX 76107

(B/T) CUSTOMER CLASS: US-ELHI PUBLIC SCHOOLS

PO NO: 08/08/2019 TERMS: 30 NET FUTURE BILL DATE SALES ORDER NO: 50549963

SHIP VIA: FEDEX Parcel Ground SHIP TERMS: Prepaid DELIVERY NO:

ISBN	MHID	AUTHOR & TITLE	QUANTITY	REQ DATE	PRICE	DISCOUNT	TAXED	NET EXTENDED PRICE
9781259997006	1259997006	MESSERSMITH LSC TARRANT COUNTY COLL NE MATH0361/62 CNCT MATH ALK BEG & INTERM ALG 18W 2016 4	1425	08-AUG-19	75 00	0% US-CP		106,875 00
		THANK YOU FOR YOUR ORDER ATTENTION: In our effort to protect our customers data we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com or www.mhecoast2coast.com.						
						SUBTOTAL -->		106,875 00
						SALES TAX -->		0
						SHIPPING & HANDLING -->		2,650 70
						TOTAL (USD) -->		109,525.70
						PREPAYMENT -->		0 00

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PAGE 1 OF 1

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Bank Name: Wells Fargo Bank, N.A.
ABA: 121000248
SWIFT: WFBUS6S
ACCOUNT NUMBER: 4129525200

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McGraw-Hill GLOBAL EDUCATION HOLDINGS, LLC
PO BOX 788167
PHILADELPHIA PA 19178-6167
UNITED STATES

BILL TO

FORT WORTH ISD
2901 SHOTTS STREET
FORT WORTH TX 76107

RETURN THIS PORTION WITH PAYMENT PAYABLE IN US DOLLARS

ACCOUNT NUMBER	411802
SALES ORDER NUMBER	50549963
AMOUNT DUE	0.00

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE THE 2019-2020 ALLOCATION FOR CLAYTON YOUTH SERVICES FOR COMMUNITY PARTNERSHIP GRANT AT A.M. PATE ELEMENTARY SCHOOL

BACKGROUND:

This is a request to approve funding for Clayton Youth Services to provide expanded afterschool programs for Pre-K students at A.M. Pate ES for the 2019-2020 school year. Clayton Youth Services will oversee the Special Revenue Grant-Funded Pre-K program at A.M Pate ES as part of the TEA Community Partnership Grant. Clayton has provided a response to Bid 17- 044 to provide afterschool services through the Fort Worth After School program. Members of the Community Partnership Grant team will provide oversight and monitoring through site observations, regular trainings, and completion of student, staff and parent surveys for this effort. Data will be housed in FWISD Data Warehouse and Qualtrics.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve 2019-2020 Allocation For Clayton Youth Services for Community Partnership Grant At A.M Pate Elementary School
2. Decline To Approve 2019-2020 Allocation For Clayton Youth Services for Community Partnership Grant At A.M Pate Elementary School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2019-2020 Allocation For Clayton Youth Services for Community Partnership Grant At A.M Pate Elementary School

FUNDING SOURCE

Additional Details

Special Revenue

429-61-6299-001-153-32-143-000000-19230

COST:

\$30,000

VENDOR:

Clayton Youth Enrichment

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 17-044

Number of Bid/Proposals received: 3

HUB Firms: 0

Compliant Bids: 3

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Clayton Youth Enrichment: AM Pate ES (for Community Partnership Grant/ Project Code Owner= 19230

RATIONALE:

FWISD Grants Compliance will complete an evaluation of this special revenue grant-funded effort at A.M. Pate ES for the 2019-2020 school year. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts. Clayton will utilize SEL strategies to promote self-confidence and self -esteem for these young program participants.

INFORMATION SOURCE:

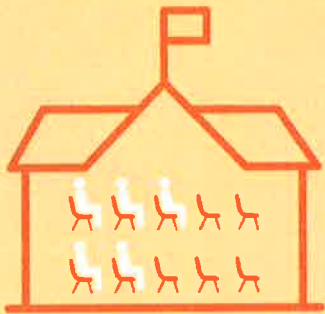
Cherie Washington
Raúl Peña



FWISD Pre-K & Kindergarten

www.fwisd.org/prek

51% of the estimated eligible 3- and 4-year-olds attend high-quality Pre-K programs in 76119



How to Help

Meaningful change requires community-driven support.

Parents, Guardians, and Community Members

Share your perspective in a family focus group and provide feedback through an advisory committee.

Schools and Community Pre-K Providers

Become a partner school and help pioneer new early education initiatives in 76119.

Community Organizations and Service Providers

Collaborate with schools to ensure children have access to wrap-around support resources and experiences.

Want to help? Let us know at 76119@fwisd.org

High-Quality Pre-K in 76119

Early childhood learning programs help build a foundation for students' success—and the success of the 76119 community. Pre-K programs help develop children's cognitive, social-emotional, and physical readiness for success in school.

Yet, too few children in the 76119 community attend a high-quality Pre-K program. While Pre-K enrollment in the district has increased by more than 20% since 2014, only 51% of the estimated eligible 3- and 4-year-olds who live in the 76119 ZIP Code attend a high-quality Pre-K program.

Community Partnerships Grant

In 2018, FWISD was awarded a Community Partnerships Grant from the Texas Education Agency to improve early literacy, Pre-K accessibility, and kindergarten readiness in the 76119 neighborhood. Beginning in September 2018, FWISD conducted a three-month listening tour to understand residents' experiences, skills, and knowledge of the challenges they face.

After speaking with more than 200 members of the community, including parents, educators, and business leaders, FWISD identified eight strategies to leverage assets and resources in the community to meet the challenges students and families in the 76119 neighborhood face.

- 1 / Collaborate with high-quality Pre-K program providers
- 2 / Improve families' Pre-K enrollment process experience
- 3 / Expand the school day
- 4 / Pilot Pre-K transportation opportunities
- 5 / Enhance students out of school time
- 6 / Collaborate with service providers to provide wraparound services
- 7 / Increase Pre-K instructional capacity
- 8 / Improve the pipeline of high-quality Pre-K staff





Support for Families and Community Members

Through the Sunrise Family Action Center and FWISD's network of Family Resource Centers, families and community members have access to support services from:

- ACH Services
- MHMR
- Lena Pope
- Parenting Center
- PSP Professional Services
- Women's Center
- JPS
- Mind Above Matter
- Alliance Child & Family Solutions
- The Art Station
- YAP/Santa Fe Youth Services
- The Telos Project



Our Partners

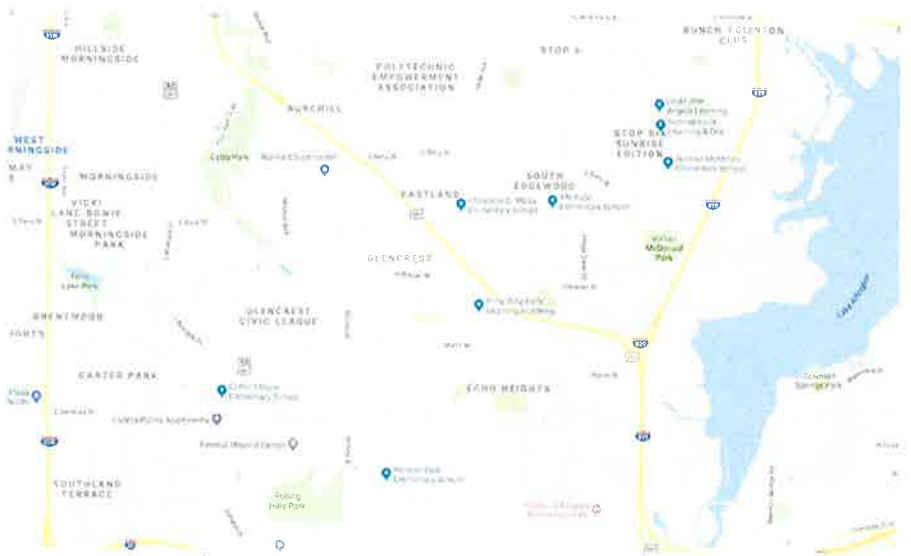
We've partnered with five FWISD schools and four early learning centers to support our youngest learners in 76119.

FWISD Schools

- A.M. Pate Elementary School
- Christene C. Moss Elementary School
- Clifford Davis Elementary School
- Harlean Beal Elementary School
- Sunrise McMillian Elementary School

Early Learning Centers

- Lisa's Little Angels Learning Center
- Polly Wog Early Learning Academy
- Sunrise Early Learning & Development
- KIDS Rainbow Academy



Support for Our Partners

As part of this partnership, each school and early learning center will:

- Be positioned to further develop Pre-K teachers and assistants through the support and coaching by Early Learning Specialists.
- Continue to facilitate strong partnerships with families and the surrounding community through supports from a dedicated social worker.
- Gain additional instructional support and capacity through Tarleton University interns.
- Receive targeted, school-specific marketing materials to support Pre-K enrollment.
- Engage with the 76119 community of district schools and neighboring early learning centers to develop a vision for high-quality early learning strategies to make sure every student has an excellent experience and is kindergarten-ready.

Questions? Contact us at 76119@fwisd.org

**CONSENT AGENDA ITEM
BOARD MEETING
SEPTEMBER 24, 2019**

**TOPIC: APPROVE PURCHASE OF TEACHING AND LEARNING CENTER
CABLING**

BACKGROUND:

Fiber optic cabling for the data center at Bridgewood is necessary infrastructure for our current educational plans. This purchase will allow connectivity between all of our data center servers and network electronics. The speeds capable with this new cabling remove any potential bottlenecks in communication between devices. Ensuring the District has reliable and fast access to all their data will improve operational effectiveness and efficiency.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Teaching and Learning Center Cabling
2. Decline to Approve Purchase of Teaching and Learning Center Cabling
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Teaching and Learning Center Cabling

FUNDING SOURCE

Additional Details

TRE

198-53-6396-001-728-99-501-000000

COST:

\$102,185.28

VENDOR:

Netsync Network Solutions, Inc.

PURCHASING MECHANISM

Interlocal Agreement DIR-CPO-4430

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-CPO-4430. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of this purchase provides the District the required infrastructure and bandwidth for data access.

INFORMATION SOURCE:

Art Cavazos



2500 West Loop South ste 410/510
Houston, TX 77027
USA
214-914-5333
PO@netsyncnetwork.com

QUOTE

Quote #:	AAAQ77524-01
Date:	Aug 30, 2019

Prepared For:
Mcdeny Mojica
Fort Worth ISD
Phone 817.814.2000
100 N University Dr. STE NW140E
Fort Worth, TX 76107
US

Inside Sales:
Taylor Leger
tleger@netsyncnetwork.com
214-914-5333

**Please send Purchase order to:
PO@netsyncnetwork.com**

Part	Description	Qty	Unit Price	Ext. Price
1 FCE4U	FIBER ENCLOSURE 4U	8	\$311.41	\$2,491.27
2 FC2ZN-12-10U	Fiber cassette, second generation, OM4 10 GbE, Standard IL, 12-fiber with duplex LC adapter to 2 MPOs, Universal polarity.	10	\$276.76	\$2,767.59
3 FC2ZN-24-10U	OM4 WITH 2 MPO TO 12 DU	33	\$565.26	\$18,653.48
4 FZTYP7E7EYAF025	OM4 12 FIBER SMALL DIAMETER INDOOR TRUNK	4	\$386.83	\$1,547.32
5 FZTYP7E7EYAF030	OM4 12 FIBER SMALL DIAMETER INDOOR TRUNK	4	\$399.24	\$1,596.97
6 FZTYP7E7EYAF070	12-Fiber OM4 HD Flex Indoor Small Diameter Trunk Plenum PanMPO Female To PanMPO Female, Method B, Optimized IL, Pull. Eye - 70 Feet	6	\$498.52	\$2,991.11
7 FZTYP7E7EYAF075	12-Fiber OM4 HD Flex Indoor Small Diameter Trunk Plenum PanMPO Female To PanMPO Female, Method B, Optimized IL, Pull. Eye - 75 Feet	1	\$510.92	\$510.92
8 FZTYP7E7EYAF080	OM4 12 FIBER SMALL DIAMETER INDOOR TRUNK	2	\$523.33	\$1,046.66
9 FZTYP7E7EYAF090	OM4 12 FIBER SMALL DIAMETER INDOOR TRUNK	1	\$548.15	\$548.15
10 FZ2ERQ1Q1SNF007	OM4 2 FIBER 1.6MM JACKET PATCHCORD RISE	68	\$23.41	\$1,592.22
11 FZ2ERQ1Q1SNF004	OM4 2 FIBER 1.6MM JACKET PATCHCORD RISE	23	\$22.24	\$511.50
12 FZ2ERQ1Q1SNF010	OM4 2 FIBER 1.6MM JACKET PATCHCORD RISE	23	\$24.59	\$565.59
13 FAPV0412BLMPO	FAP WITH 4 MPO ADAPTERS VERT BL	24	\$104.15	\$2,499.59
14 FAPH0412BLMPO	OPTICOM MPO FAP LOADED W/4 KEY-UP/KEY-DO	8	\$104.15	\$833.20



2500 West Loop South ste 410/510
 Houston, TX 77027
 USA
 214-914-5333
 PO@netsyncnetwork.com

Quote #:	AAAQ77524-01
Date:	Aug 30, 2019

#	Part	Description	Qty	Unit Price	Ext. Price
15	FAPV0612BLMPO	FAP WITH 6 MPO ADAPTERS VERT BL	2	\$156.21	\$312.42
16	FZTYP8E8EYAF025	12-Fiber OM4 HD Flex Indoor Small Diameter Trunk Plenum PanMPO Male To PanMPO Male, Method B, Optimized IL, Pull, Eye - 45 Feet	48	\$386.83	\$18,567.86
17	FZTYP8E8EYAF030	12-Fiber OM4 HD Flex Indoor Small Diameter Trunk Plenum PanMPO Male To PanMPO Male, Method B, Optimized IL, Pull, Eye - 45 Feet	16	\$399.24	\$6,387.86
18	FZTYP8E8EYAF070	12-Fiber OM4 HD Flex Indoor Small Diameter Trunk Plenum PanMPO Male To PanMPO Male, Method B, Optimized IL, Pull, Eye - 70 Feet	6	\$498.52	\$2,991.11
19	FZTRP7N8NXNF010	OM4 12 fiber, PanMPO interconnect cable assembly, Plenum, PanMPO Female To PanMPO Male, Method A, Optimized IL, with no pulling, 8 feet	22	\$286.24	\$6,297.29
20	QAPP48HDBL	48PORT ANGLED PATCH PANEL	32	\$119.93	\$3,837.79
21	QZPBCBCBXX25	CAT6A MATRIX PLENUM 25 FEET	40	\$386.90	\$15,476.16
22	QZPBCBCBXX30	CAT6A MATRIX PLENUM 30 FEET	16	\$406.42	\$6,502.78
23	QZPBCBCBXX35	CAT6A MATRIX PLENUM 35 FEET	8	\$425.93	\$3,407.46
24	FAPB	FBR ADPT PNLS	76	\$3.28	\$248.98
25		DIR-CPO-4430 Contract	1	\$0.00	\$0.00

Quote is valid for 30 days

SubTotal	\$102,185.28
Tax/VAT	\$0.00
Shipping	\$0.00
TOTAL	\$102,185.28

Texas Department of Information Resources

Contact DIR

Home / All Contracts & Services / Contract Detail

Netsync Network Solutions, Inc.

Vendor ID	1320030329800	DIR Contract Number	DIR-CPO-4430
URL	Vendor Website	Contract Term End Date	7/10/2021
HUB Type	Hispanic/Female	Contract Exp Date	7/10/2024
E-Rate Qualified			
Contact Netsync Network Solutions, Inc.		Contact DIR	
Contact	Debbie Drake	Contact	Jeff Booth
Phone	(214) 601-8955	Phone	(512) 463-5712
Fax	(713) 664-9964	Fax	(512) 475-4759

How To Order

1. For product and pricing information, visit the [Netsync Network Solutions, Inc.](#) website or contact [Debbie Drake](#) at (214) 601-8955
2. Generate a purchase order made payable

Show more

Available Brands (39 total)

- 2Ring
- AccelTex
- Acer
- Addon Technologies
- Alert Logic

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Available Products & Services (3 total)

- Data Storage
- Networking Products and Services
- Technical Services

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Commodity Codes (21 total)

- 204-13 - Cables: Printer, Disk, Network, etc.
- 204-35 - Drives, Hard/Fixed Disk
- 204-37 - Drives, Tape
- 204-64 - Network Components: Adapter Cards. Bridges. Connectors. Expansion

Show more

Contract Overview

This contract offers Data Storage, Data Communication & Networking equipment and related services through this contract. This contract offers various data storage and networking product brands. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state.

Contract Documents

- [DIR-CPO-4430 Contract PDF \(150.95KB\)](#)
- [DIR-CPO-4430 Appendix A Standard Terms and Conditions PDF \(430.65KB\)](#)
- [DIR-CPO-4430 Appendix B HUB Subcontracting Plan PDF \(1.15MB\)](#)
- [DIR-CPO-4430 Appendix C Pricing Index PDF \(95.31KB\)](#)
- [DIR-CPO-4430 RFO DIR-TSO-TMP-422 PDF \(4.27MB\)](#)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader](#) in order to view these documents.

Feedback

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**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE THE REPLACEMENT OF ROOF TOP UNITS AT 18 SCHOOLS

BACKGROUND:

The purchase and replacement of 114 roof top units (RTUs) at 18 schools is necessary. They have exceeded their life cycle and are in need of constant repair. The units are more energy efficient, which will provide a cost savings to the District. Installation of these units will be scheduled for the spring.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Replacement of Roof Top Units at 18 Schools
2. Decline to approve the Replacement of Roof Top Units at 18 Schools
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Replacement of Roof Top Units at 18 Schools

FUNDING SOURCE

Additional Details

TRE

198-81-6299-001-XXX-99-501-00000

COST:

\$1,442,478.00

VENDOR:

American Mechanical Services (AMS)

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 562-17, 577-18, and 558-18. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Kirkpatrick MS, Glencrest 6th, Como ES, Sam Rosen ES, Luella Merrett ES, Mitchell Boulevard ES, Riverside ALC, Bruce Shulkey ES, J. T. Stevens ES, Sunrise McMillian ES, W.J. Turner ES, Greenbriar ES, W.M. Green ES, Glen Park ES, J.P. Elder MS, Burton Hill ES, Maudrie M. Walton ES, Westcliff ES

RATIONALE:

New energy efficient roof top units will provide energy savings for the District, eliminate costly repairs and provide a more comfortable learning environment for the students.

INFORMATION SOURCE:

Art Cavazos



July 30, 2019

Fort Worth I.S.D.
2808 Tillar Street
Fort Worth, Texas 76107

Attention: Steve Osborne
Subject: RTU replacements
Locations: Multiple schools (114 new units total)



Contract 552-17 HVAC Equipment, Service and Installation
Contract 577-18 Trade Services and Labor 558-18

18 schools total

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope of work provided by FWISD Foreman and received on 2/11/19.

We propose to furnish all labor, material, bonds, and fees for a cost of (see below)

School #'s 049, 064, 117, 161, 157, 144, 190, 163, 187, 169, 172, 134, 133, 132, 044, 107, 160, 177 – 114 new Rooftop Units total

- Demo existing units and dispose of per EPA guidelines
- Supply and install new Carrier Model 48HCS & GCS Standard Efficiency Packaged Rooftop A/C units to match existing tonnages and voltages
- Stainless Steel heat exchangers
- Curb adapters (if required)
- All new Fused Disconnects
- Disconnect/Reconnect controls
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors, and add new where necessary
- Enthalpy Ultra Low Leak Economizer w/Barometric Relief
- Powered convenience outlets as required
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Performance & Payment bonds

Current lead time 5-6 weeks

Base Bid	\$1,311,344.00
Contingency (10%)	\$ 131,134.00
Total	\$1,442,478.00



Package Bid List

Change-out existing rooftop units on following

<u>Building</u>	<u>Location</u>	<u>Units Total</u>	<u>Price</u>	<u>Contingency</u>	<u>Total</u>
#049	Kirkpatrick Middle	2	39,198.00	3,919.80	43,117.80
#064	Glencrest 6 th Grade	4	76,758.00	7,675.80	84,433.80
#117	Como Elementary	5	48,267.00	4,826.70	53,093.70
#161	Sam Rosen	6	59,799.00	5,979.90	65,778.90
#157	Luella Merrett Elementary	7	83,312.00	8,331.20	91,643.20
#144	Mitchell Boulevard Elementary	5	54,819.00	5,481.90	60,300.90
#190	Riverside ALC	4*	64,484.00	6,448.40	70,932.40
#163	Bruce Shulkey	5	53,381.00	5,338.10	58,719.10
#187	J. T. Stevens	5	52,434.00	5,243.40	57,677.40
#169	Sunrise McMillian Elementary	5	52,314.00	5,231.40	57,545.40
#172	W. J. Turner	11	110,072.00	11,007.20	121,079.20
#134	Green Briar Elementary	5	54,384.00	5,438.40	59,822.40
#133	W. M. Green Elementary	5	54,233.00	5,423.30	59,656.30
#132	Glen Park	8	82,766.00	8,276.60	91,042.60
#044	J. P. Elder Middle	15	196,339.00	19,633.90	215,972.90
#107	Burton Hill	11	106,828.00	10,682.80	117,510.80
#160	Maudrie M. Walton Elementary	6	69,491.00	6,949.10	76,440.10
#177	Westcliff Elementary	5	52,465.00	5,246.50	57,711.50
	Total	114	\$1,311,344.00	\$131,134.40	\$1,442,478.40

*Demo 5 units and Install 4



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Vendors

American Mechanical Services of Houston (AMS)[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Resources

Vendor Name: American Mechanical Services of Houston (AMS)
Address: 13627 Stafford Road
 Stafford, TX 77477
Phone Number: (281) 403-1701
Email: rhenry@amsfus.com
Website: <http://www.amsfus.com>
Federal ID: 20-5170025
Contact: Bob Henry
Accepts RFQs: Yes
Minority Owned: No
Women Owned: No
Service-Disabled Veteran Owned: No
EDGAR Forms Received: Yes
No Israel Boycott Certificate: Yes
No Excluded Foreign Terrorist Orgs: Yes
Contract Name: HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract#: 552-17
Effective Date: 12/01/2017
Expiration Date: 11/30/2020
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Shlp Via: Common Carrier
Region Served: Texas Regions 3, 4, 5, 6, 10, 11, 12
States Served: Texas
Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File link page. Vendor Certification form regarding Texas HB 89 and Texas SB 252 ca "Vendor Proposal Files Documents" link below.
Quote Reference Number: 552-17
Additional Dealers: American Mechanical Services, Irving TX

Contract Documents

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)
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Contact us 800.695.2919



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Refine Your Search:

Vendors

American Mechanical Services of
Houston (AMS)[X]

Price Range

Show all prices

Category

None Selected

Contract

Building Maintenance, Repair,
Operations Supplies and
Equipment[X]

Additional Resources

Vendor Name: American Mechanical Services of Houston (AMS)

Address: 13627 Stafford Road
Stafford, TX 77477

Phone Number: (281) 403-1701

Email: rhenry@amsosusa.com

Website: <http://www.amsosusa.com>

Federal ID: 20-5170025

Contact: Bob Henry

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Building Maintenance, Repair, Operations Supplies and Equipment

Contract#: 577-18

Effective Date: 12/01/2018

Expiration Date: 11/30/2021

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: Texas Regions 3, 4, 5, 6, 10, 11, 12

States Served: Texas

Quote Reference Number: 577-18

Additional Dealers: American Mechanical Services of Houston (AMS), Irving TX

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

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Contact us 800.695.2919



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Refine Your Search:

Vendors

American Mechanical Services of Houston (AMS)[X]

Price Range

Show all prices

Category

None Selected

Contract

Trade Services[X]

Vendor Name: American Mechanical Services of Houston (AMS)

Address: 13627 Stafford Road
Stafford, TX 77477

Phone Number: (281) 403-1701

Email: rhenry@amsfusa.com

Website: <http://www.amsfusa.com>

Federal ID: 20-5170025

Contact: Bob Henry

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Trade Services

Contract#: 558-18

Effective Date: 03/01/2018

Expiration Date: 02/28/2021

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: Texas Regions 3, 4, 5, 6, 10, 11, 12

States Served: Texas

Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File link page. Vendor Certification form regarding Texas HB 89 and Texas SB 252 ca "Vendor Proposal Files Documents" link below.

Quote Reference Number: 558-18

Additional Dealers: American Mechanical Services of Houston, Irving TX

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Renewal Notice/Letter: [Click to view Vendor Renewal Notice/Letter Documents](#)

Contact us 800.695.2919

July 30, 2019

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

This proposal will remain in effect for a period of (120) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez
General Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND MHMR OF TARRANT COUNTY

BACKGROUND:

MHMR of Tarrant County and Fort Worth ISD (FWISD) wish to collaborate for the purpose of enhancing the coordination of care between parties to aid information exchange, collaborative treatment planning and care coordination activities for students. Texas Health and Human Services certified MHMR as a Certified Community Behavioral Health Clinic (CCBHC) in October of 2016. Additionally, the Substance Abuse and Mental Health Services Administration (SAMHSA) awarded MHMR of Tarrant County a CCBHC Expansion Grant.

Parental consent for care coordination will be required in advance. MHMR of Tarrant County and FWISD will follow individual's preference for shared protected health information, consistent with the philosophy of person and family-related consent.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and MHMR of Tarrant County
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and MHMR of Tarrant County
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and MHMR of Tarrant County

FUNDING SOURCE

No Cost

Additional Details

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Family & Community Resources

RATIONALE:

In an effort to promote school success and student health, MHMR of Tarrant County provides behavioral health services to students. Services are evidence-based practices designed to address student’s social, emotional, and physical needs.

INFORMATION SOURCE:

Cherie Washington

Care Coordination Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into by and between MHMR OF TARRANT COUNTY, a community center and a unit of local government pursuant to Chapter 534 of the Texas Health and Safety Code, as amended (the “AGENCY”) and FORT WORTH INDEPENDENT SCHOOL DISTRICT (“FWISD”), a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas (“PARTNER”), for the purpose of enhancing the coordination of care between parties to aid in information exchange, collaborative treatment planning, and care coordination activities.

RECITALS

Certified Community Behavioral Health Clinics (CCBHCs) were created through Section 223 of the Protecting Access to Medicare Act (PAMA). Texas Health and Human Services certified MHMR as a CCBHC in October 2016. Additionally, the Substance Abuse and Mental Health Services Administration (SAMHSA) awarded a CCBHC Expansion Grant to MHMR.

Parties are committed to provide integrated and coordinated care across a spectrum of services in a manner that is both person-centered and family-centered, consistent with Section 2402(a) of the Patient Protection and Affordable Care Act (“ACA”), if applicable, and with the requirements of the CCBHC demonstration, as implemented by the United States Department of Health and Human Services (“HHS”).

As allowed by law and at each party’s sole discretion and in accordance with each party’s resources, Parties agree to provide services to individuals referred regardless of their individual’s ability to pay, payor source, insurance status or place of residence.

I. Funding

This MOU is not a commitment of funds or resources by either party. The MOU aims to formalize good faith efforts to improve care coordination services for individuals moving between local organizations for care.

II. Obligations of Parties

1. The parties will collaborate to conduct treatment planning and care coordination activities in a manner that is person and family-centered.
2. If screening and/or treatment provided by either party indicates the need for additional services or supports, as determined in the sole discretion of the party, consistent with requirements of privacy, confidentiality, and individual preference and need, the party will assist individuals and/or their families with a referral to the other party including but not limited to obtaining an appointment and following up after the appointment.
3. Parties will ensure that individual’s preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family-centered care. Parties will make reasonable efforts to obtain necessary consent for release of information from individuals.

4. Parties agree to jointly develop a Care Coordination Protocol to ensure coordination efforts are applied consistently and routinely. A review of Care Coordination needs for those served by our agencies indicate the following specific processes should occur to enhance coordination of care:
 - FWISD agrees to:
 - Collaborate with MHMR of Tarrant County to identify families of higher needs to obtain needed services.
 - Provide appropriate services for youth identified and referred by MHMR of Tarrant County that meet criteria for FWISD programs.
 - Communicate with MHMR of Tarrant County regarding youths' progress or need for additional services when appropriate releases have been signed.
 - Share information on service provision areas, community and regional resources, assist in identifying gaps in services, and ensure non-duplication of services.
 - MHMR of Tarrant County agrees to:
 - Share information on service provision areas, community and regional resources, assist in identifying gaps in services, and ensure non-duplication of services.
 - Accept referrals from FWISD who meet MHMR of Tarrant County admission criteria and, as services are available, provide assessment and referrals of youth and families identified for higher needs.
 - Provide other services offered by MHMR of Tarrant County for those appropriately identified and referred by FWISD.
 - Provide required documentation and correspondence once Confidentiality Releases have been signed.
 - Refer and assist youth and/or family members in accessing services provided by FWISD.

This agreement is at all times contingent upon access to youth in community sites, the availability and receipt of information from community sites, and the availability of funds allocated by each party to support this agreement. The tenets of this agreement can be re-visited at any time and revisions made based on the confirmation and signatures of both parties. This agreement is effective the date this MOU is executed by both parties.

III. Duration

The MOU becomes effective upon signature by authorized representatives from both parties and will remain in effect until terminated by either party. This MOU may be modified or terminated by either Party at any time upon thirty (30) day written notice. This MOU may be modified any time by written mutual consent of both parties.

IV. Privacy and Confidentiality

Parties will comply with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, 110 Stat. 1936 (1996)), 42 CFR Part 2, to the Family Educational Rights and Privacy

Act (FERPA), 20 U.S.C. § 1232g, 34 CFR Part 99, and other federal and state laws, including privacy requirements specific to the care of minors.

Parties agree it shall request individual's consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow individual's preferences for shared protected health information, consistent with the philosophy of person and family-related consent.

Contact Information

MHMR of Tarrant County (Local Mental Health Authority)
Tracy Koller
Senior Director
3840 Hulen St., Fort Worth, TX 76107
817-569-5076
Tracy.Koller@mhmrtc.org

Fort Worth Independent School District
Ottis Goodwin
Director | Family & Community Resources
Fort Worth Independent School District
100 N. University Drive, Fort Worth, TX 76107
817-814-2870
ottis.goodwin@fwisd.org

IN WITNESS WHEREOF, the Board of Education of the Fort Worth Independent School District and the MHMR, acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on where it is signed by the authorized representatives of the County.

_____ Date: _____
Ottis Goodwin
Director | Family & Community Resources
Fort Worth Independent School District

_____ Date: _____
Jacinto Ramos Jr.
Board President
Fort Worth Independent School District

_____ Date: _____
Tracy Koller
Senior Director
MHMR of Tarrant County

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE EDUCATION SERVICE CENTER (ESC) REGION 19 PURCHASING ALLIED STATES COOPERATIVE AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

Texas Government Code §791.001 grants authority to school districts to contract with other local governments to provide services that enable them to operate more efficiently and economically. The purpose of this agreement is to provide the district with additional purchasing options when procuring goods and services.

The ESC Region 19 Purchasing Allied States Cooperative is a national governmental purchasing cooperative which competitively bids and awards contracts to local, regional, and national vendors in compliance with local, state, and federal procurement laws and regulations.

The ESC Region 19 Purchasing Allied States Cooperative contracts are available to public schools, charter schools, private schools, community colleges, universities, cities, counties, other governmental agencies, and non-profits. No fees are charged to ESC Region 19 Purchasing Allied States Cooperative members.

STRATEGIC GOAL:

Goal 2: Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Interlocal Agreement between the Education Service Center Region 19 Purchasing Allied States Cooperative and the Fort Worth Independent School District.
2. Decline to approve the Interlocal Agreement between the Education Service Center Region 19 Purchasing Allied States Cooperative and the Fort Worth Independent School District.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the Interlocal Agreement between the Education Service Center Region 19 Purchasing Allied States Cooperative and the Fort Worth Independent School District.

FUNDING SOURCE

Additional Details

Not Applicable

COST:

Not Applicable

VENDOR:

ESC Region 19

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Purchasing Department

RATIONALE:

Texas Government Code Chapter 791 grants local governments the authority to enter into interlocal cooperative contracts. The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state. The local government definition includes a county, municipality, special district, junior college district, or other political subdivision of this state or another state.

INFORMATION SOURCE:

Elise Schiro



Serving the Educational Communities of El Paso & Hudspeth Counties

Education Service Center
Region 19
El Paso & Hudspeth Counties

6611 Boeing Drive
El Paso, Texas 79925-1010 (915) 780-5019
www.esc19.net FAX: (915) 780-5061

(SS-PUR-F030.1)

Master Service Inter-Local Contract Between Education Service Center-Region 19 Allied States Cooperative (ASC)

& Fort Worth ISD

(Agency Name)

Pursuant to Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter B of the Texas Local Government Code, and the Joint Exercise of Powers for Intergovernmental Agreements and Contracts of all States, this Interlocal and Cooperative Purchasing Program ("Contract") is made and entered into by and between Education Service Center-Region 19 Allied States Cooperative (A State Agency), located in El Paso, Texas and Fort Worth ISD (AGENCY NAME) located in Fort Worth (City), Texas (State) for the purpose of providing services.

Preamble

Education Service Center-Region 19 is established to promote education in Texas and is also duly authorized to provide programs and services in the State of Texas and other States through Joint Powers Authority. Both ESC-R19 ASC and Fort Worth ISD (Agency Name) desire to set forth in writing, the terms and conditions of agreement.

General Terms and Conditions

In consideration of mutual covenants and conditions contained in this Contract and other goods and consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** Contract is effective from date of last signature and shall automatically renew annually unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause and thirty (30) days written notice.
2. **Agreement.** Terms of this Contract shall apply and will be considered part of any Addendum for programs and services delivered by ESC-R19 (ASC). This Contract and any attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of parties and there are no representations, agreements, arrangements, or initiatives, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **ESC-R19 (ASC) agrees to:**
 - Provide services upon the submission of independent contracts or purchase orders
 - Provide Agency with subsequent independent contacts and/or offerings of each of the programs and services that ESC-R19 (ASC) provides through ESC Region 19 ASC.
 - B. **Agency agrees to:**
 - Participate in any and/or all of the services that ESC-R19 (ASC) offers.
 - Submit purchase order(s) and/or independent contract(s) for each of the contracts it wishes to Purchase and/or collaborate.
 - Follow terms and conditions of each contract or purchase order(s) when utilized.
 - Assign and notify ESC-Region 19 (ASC) of appropriate person(s) to act as representatives to each Perspective program delivered.
4. **As is.** ESC-R19 (ASC) makes this Contract available to ESC-R19 (ASC) participating entities "as is" and under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of Agency.
5. **Assignment.** Neither this Contract or any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgement and authorization of both parties.
6. **Relationship of Parties.** It is the intention of the parties that Agency is independent of ESC-R19 (ASC) and not an employee, agent, joint venture, or partner of ESC-R19 (ASC) and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between ESC-R19 (ASC) and Agency or ESC-R19 (ASC) and any of Agency's employees.

7. **Termination.** Contract may be terminated prior to the expiration of the Term hereof as follows:
- By AGENCY upon 30 days notice if the work/service is not provided in satisfactory and proper manner after remedy has been reported and discussed;
 - By mutual written agreement of parties, upon thirty (30 days) prior notice; or
 - By either party promptly, if other party commits a material breach of any terms of this Contract. And no remedial action can be agreed upon by parties.
8. **Master Contract.** This contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between ESC-R19 (ASC) and the AGENCY.
- The AGENCY agrees to adhere to terms and conditions set forth for the programs and/or services as contracted under these programs. Specific terms and conditions of the addendum will govern individual contract. In the instance of conflict between the Master Contract and any addendum, provision of the addendum will govern.
9. **Severability.** If any provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
10. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication of resolution of any dispute arising out of this Contract shall be in El Paso, Texas.
11. **Authorization.** Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
12. **Benefit for Signatory Parties Only.** Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
13. **Indemnification.** To the extent permitted by law, AGENCY will indemnify and save harmless ESC- R19 (ASC), ESC-R19 Board of Directors, and ESC-R19 employees from all suits and actions resulting from any breach of the agreement. This master agreement does not constitute a waiver of sovereign immunity of any of the parties hereto.
14. **Notice.** Any notice provided under terms of this Contract by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice shall be addressed as follows:

PURCHASE ORDER CONTACT
Agency: Fort Worth ISD
Name: Jonathan Bey
(P) 817-814-2210 (E) jonathan.bey@fwisd.org
Name: Nellie Lucano
(P) 817-814-2206 (E) nellie.Lucano@fwisd.org
Address: 100 N. University Dr. Fort Worth, Tx 76107

Education Service Center - Region 19 (ASC)
 Attn: Purchasing
 (P) 915-780-5019 (E): rshernandez@esc19.net
 & lhernando@esc19.net
 6611 Boeing Drive, El Paso, TX 79925

In witness whereof, ESC-R19 (ASC) and AGENCY have executed this Contract to be effective on the date specified:

 Name of Agency

 Authorized Signature

 Printed Name

 Title

 Date

Education Service Center – Region 19

 Armando Aguirre, Ed. D.
 Executive Director

 Date

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

**TOPIC: RATIFY INTERLOCAL AGREEMENT BETWEEN FORT WORTH ISD
AND THE CITY OF FOREST HILL FOR SCHOOL SECURITY
SERVICES**

BACKGROUND:

Fort Worth Independent School District and the City of Forest Hill are entering into an Interlocal Agreement for police officers in the School Security Initiative. The agreement will be from September 1, 2019 through August 31, 2020.

The initiative is a multi-faceted cooperative program between Fort Worth ISD and the Forest Hill Police Department to provide a safe and secure environment for education. Officer cost is on a shared basis with 50% being paid by the District and 50% paid by the City of Forest Hill. Pay includes base pay, salary increase, overtime, longevity pay, incentive pay, acting officer pay, bilingual pay, FLSA, court attendance costs, Medicare, Worker's Compensation Insurance, group health insurance and retirement. There was no price increase from last year.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Interlocal Agreement between Fort Worth ISD and the City of Forest Hill for School Security Services
2. Decline to Approve Interlocal Agreement between Fort Worth ISD and the City of Forest Hill for School Security Services
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Interlocal Agreement between Fort Worth ISD and the City of Forest Hill for School Security Services

FUNDING SOURCE

Additional Details

General Fund

199-52-6299-001-999-99-390-000000

COST:

\$46,413.23

VENDOR:

City of Forest Hill

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Safety & Security, David K. Sellars and Harlean Beal Elementary Schools

RATIONALE:

FWISD is partnering with the City of Forest Hill to provide school security services. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Forest Hill and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Art Cavazos

STATE OF TEXAS §

COUNTY OF TARRANT §

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the City of Forest Hill, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as "City,") acting by and through Sheyi Ipaye, its duly authorized City Manager, and the Fort Worth Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent School District (hereinafter referred to as "District,") acting by and through Dr. Kent P. Scribner, its duly authorized Superintendent.

RECITALS

This Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT.

WHEREAS, the citizens of Fort Worth and the City Council of Forest Hill have determined that the security of students is paramount; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Forest Hill Police Department;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

The Agreement documents shall include the following:

1. This Agreement for the SRO (School Resource Officer) Program
2. Exhibit A-Scope of Services

AGREEMENT

1.

District covenants and agrees to fully cooperate with the City of Forest Hill in the implementation of this project and both parties agree that during the term of this contract there shall be one police officer participating in the School Resource Officer Program assigned to Harlean Bealle Elementary School and David K. Sellars Elementary School. District agrees to share 50% of all personnel costs incurred by the City in this project, including Base Pay, Salary Increases, Overtime, Longevity Pay, Incentive Pay, Acting Officer Pay, Bilingual Pay, FLSA, Court Attendance Costs, Medicare, Workers Compensation Insurance, Group Health Insurance, and Retirement.

2.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this contract shall not exceed \$46,413.23 for the 2019-20 fiscal year, and shall be based upon actual expenditures made for the officers assigned to the School Resource Officer program.

3.

The term of this agreement is for a period beginning on September 1, 2019 and ending on August 31, 2020.

4.

This agreement may be terminated by either party hereto, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

5.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

6.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this agreement, subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

7.

City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of District. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

8.

City agrees that the police officers shall be assigned by and responsible to the Forest Hill Police Department, but shall work directly with the school principals of the District to which they are assigned. Officers shall be assigned to the school district and assignments to a particular school shall be made by the City in conjunction with District personnel. Such officers shall have the school resource officer program as their primary duty, and will not regularly be assigned additional police duties. The City reserves the right; however, to reassign the officers temporarily in the event of an emergency or when other circumstances require an enhanced police presence elsewhere in the city and school is not in session, but will consult with District in these situations. City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all police officers employed by City.

The Forest Hill Police Department shall maintain emergency response plans for every school within their jurisdiction. These plans shall be kept confidential within the Department for security purposes but meetings shall be held with authorized representatives of the school district to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

9.

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged. City agrees to waive, release, indemnify to the extent allowed by law, and hold harmless the District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

11.

City and District, in the execution, performance or attempted performance of this contract and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Contractor permit its agents, employees, subcontractors or program participants to engage in such discrimination.

12.

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

13.

The failure of City or District to insist upon the performance of any term or provision of this agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District's right to assert or rely upon any such term or right on any future occasion.

14.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this contract and agreement, venue for said action shall lie in Tarrant County, Texas.

15.

The governing bodies of City and District have approved the execution of this agreement, and the persons signing the agreement have been duly authorized by the governing bodies of the City and District to sign this agreement on behalf of the governing bodies.

16.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

17.

Notices to District shall be deemed given when delivered in person to the Chief of District Operations, or the next business day after the mailing of said notice addressed to said District by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 N. University, Fort Worth, Texas 76107.

Notices to City shall be deemed given when delivered in person to the City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 3219 California Pkwy, Forrest Hill, Texas 76119.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Forest Hill, Tarrant County, Texas, this _____ day of _____, A.D. 2019.

CITY OF FOREST HILL

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Sheyi Ipaye, City Manager

By: _____
Dr. Kent P. Scribner, Superintendent

ATTEST:

ATTEST:

Amy L. Anderson, TRMC, City Secretary

Art Cavazos, Chief, District Operations

APPROVED AS TO FORM AND LEGALITY:

BY: _____
City of Forest Hill City Attorney

FWISD Attorney

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sheyi Ipaye, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Forest Hill and that he executed the same as the act of said City of Forest Hill for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2019

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Kent P. Scribner, Superintendent, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the Fort Worth Independent School District, and in the therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2019

Notary Public in and for the State of Texas

EXHIBIT A

SCOPE OF SERVICES

1. City, through a commander or supervisor shall assign a Forest Hill Police officer to specific schools within the District to provide school security and this officer shall work directly with the Districts school principals and Safety and Security personnel.
2. There shall be one City police officer assigned to the District for the SRO Program. In addition, there shall be one other officer available to be assigned SRO duties if in when the primary Forest Hill SRO officer was not available for any reason. Additional officers will not be provided to District during the Term of the Agreement.
3. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, a designated alternate Forest Hill Police officer may be assigned temporarily to provide coverage. City will only be asked to provide a permanent replacement officer if the primary officer is absent for whatever reason or becomes injured or unfit for duty beyond a 30 day basis and the injury did not occur while performing officers duties in their role as SRO.
4. Specific duties of the SRO will include splitting time between both assigned schools as deemed necessary to provide coverage including opening and closing of the school day. Duties shall also include the following, traffic regulation, law enforcement, instruction related to law enforcement, monitoring student behavior, career day participation as well as assisting school staff upon request in order to maintain a safe and secure school environment. SRO will devote his full time and attention to officers duties related specifically to the safety and orderly operation of their assigned schools.
5. City and District shall meet as needed in order to keep lines of communication open and monitor the progress of the school resource officer program. Meetings will also be used to address and take corrective actions on any issues which may need to be changed related to the program or to the involved officer's assignments, duties and schedule. It will be a priority to ensure adequate staffing not only during regular school days but during District in service and holiday periods when school staff and some school activity may still be taking place to provide a safe environment.

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

**TOPIC: APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM
CERTIFIED SINCE JUNE 1, 2019**

BACKGROUND:

19 TAC §150.1001 (b) states the Commissioner’s recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with the Texas Education Code (TEC), §21.351 (c). This section states under the recommended appraisal process, an appraiser must be the teacher’s supervisor or a person approved by the Board of Trustees.

19 TAC §150.1005 (c) states, “Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advancing Educational Leadership (AEL) certification.”

Administration Recommendations: Board approve all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements, to serve as an appraiser on any campus as a second appraiser. The selection criteria for second appraisers is as follows:

1. Minimum of three years as a campus principal on a Met Standard or above rated campus.
2. Minimum of three years in a supervisory role directly related to the appraised area.
3. Minimum of one year participation in the T-TESS evaluation system as an administrator.

The District makes every effort to ensure teacher appraisers are their supervisor. Under extenuating circumstances, or when a second appraiser is requested, someone other than the teacher’s supervisor will be the appraiser.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Appraisers for the T-TESS Appraisal System Certified Since June 1, 2019
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified Since June 1, 2019
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Appraisers for the T-TESS Appraisal System Certified Since June 1, 2019

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

This purchase is in accordance with the Texas Education Code section 44.03§ (j) regarding school district purchases available from only one source. A completed sole source affidavit is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

See attached list of elementary and secondary administrators with current T-TESS certification.
School Leadership Division
Academics Division

RATIONALE:

Approval of certified appraisers will allow all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements to be able to serve as an appraiser on any campus if needed in extenuating circumstances or to serve as a second appraiser.

INFORMATION SOURCE:

Jerry Moore
Raul Peña
Cherie Washington

T-TESS Appraisers 2019-2020

Title	Last Name	First Name	School	TTESS Certified
Principal	Adair	Jodie	130 - Harlean Beal ES	Yes
Principal	Adams	Oscar	005 - Dunbar HS	Yes
Principal	Albury	Tamara	081 - Young Womens Leadership Academy	Yes
Principal	Alfaro	Victor	056 - Riverside MS	Yes
Principal	Andersen	Kathrina	067 - Rosemont 6th Grade	Yes
Principal	Angel	Aura	143 - D. McRae ES	Yes
Principal	Anguiano	Maria	152 - Oaklawn ES	Yes
Principal	Avery	Anthony	118 - Hazel Harvey Peace ES	Yes
Principal	Ayala	Irma	165 - Richard J. Wilson ES	Yes
Principal	Baeta-Gutierrez	Roberto	176 - Waverly Park ES	Yes
Principal	Baez-Carrasquillo	Deborah	224 - M. G. Ellis Elementary	Yes
Principal	Bailey	Edra	133 - William Green ES	Yes
Principal	Barnett	Joycelyn	048 - William James MS	Yes
Principal	Barreto	Guadalupe	084 - World Languages Institute	Yes
Principal	Bartolotta	Jeffrey	049 - Milton Kirkpatrick MS	Yes
Principal	Benavides	Kimberly	115 - George C. Clark ES	Yes
Principal	Bigley	Terrance	107 - Burton Hill ES	Yes
Principal	Birkmire	Suzelle	141 - Meadowbrook ES	Yes
Principal	Blanchard	Myrna	149 - North Hi Mount ES	Yes
Principal	Bohanon	Aundra	018 - Middle Level Learning Center	Yes
Principal	Bohanon	Aundra	019 - Metro Opportunity HS	Yes
Principal	Brown	Karen	069 - McLean 6th	Yes
Principal	Brown	Baldwin	087 - I. M. Terrell VPA & STEM	Yes
Principal	Bryan	Melissa	166 - South Hi Mount ES	Yes
Principal	Buckley	Alice	055 - Applied Learning Academy	Yes
Principal	Burrell	Robert	060 - Wedgwood MS	Yes
Principal	Butler	Dirrick	162 - Sagamore Hill ES	Yes
Principal	Cantu	Mary	175 - Washington Heights ES	Yes
Principal	Carridine	Ronnita	063 - Como Montessori (K-8)	Yes
Principal	Castillo	Lisa	418 - Office of Innovation	Yes
Principal	Chritian	Amy	058 - WC Stripling MS	Yes
Principal	Clark	Whitney	000 - LAN, Texas Wesleyan	Yes
Principal	Cole	Latres	169 - Sunrise ES	Yes
Principal	Collins	Quanda	086- TCC South Collefiate HS	Yes
Principal	Condit	Kendall	207 - Westpark Elementary	Yes
Principal	Cortes Rangel	Amelia	220 - Alice D. Contreras ES	Yes
Principal	Cortez	Guadalupe	150 - Oakhurst ES	Yes
Principal	Cortina	Julia	178 - Westcreek ES	Yes
Principal	Coscia	Carla	227 - Dolores Huerta ES	Yes
Principal	Cotton	Crenesha	156 - Redglea Hills ES	Yes
Principal	Cuarenta	Vanessa	147 - Morningside ES	Yes
Principal	Del Toro	Miguel	057 - Rosemont MS	Yes
Principal	Durbin	Rodrigo	003 - South Hills HS	Yes
Principal	Edwards	Justin	054 - Morningside MS	Yes
Principal	Engel	John	014 - Southwest HS	Yes
Principal	Eugenio	Victorius	194 - Daggett Montessori	Yes
Principal	Ferrales (Delgado1)	Lorena	226 - Seminary Hills Park ES	Yes
Principal	Flagler	DuVaughn	123 - S. S. Dillow ES	Yes

T-TESS Appraisers 2019-2020

Title	Last Name	First Name	School	TTES Certified
Principal	Flores	Keri	015 - Western Hills HS	Yes
Principal	Foley	Karelyn	157 - Luella Merrett ES	Yes
Principal	Fraire	Tom	085 - Marine Creek Collegiate HS	Yes
Principal	Fuentes	Debora	135 - Van Zandt-Guinn ES	Yes
Principal	Galindo	Blanca	148 - Charles E. Nash ES	Yes
Principal	Garcia	James	004 - Diamond Hill-Jarvis HS	Yes
Principal	Garrett	Monica	042 - E. M. Daggett MS	Yes
Principal	Geary-Smith	Nkosi	188 - Atwood McDonald ES	Yes
Principal	Gentry	Darryl	052 - Meadowbrook MS	Yes
Principal	Gillaspie	Sara	177 - Westcliff ES	Yes
Principal	Gonzalez	Elida	172 - W. J. Turner ES	Yes
Principal	Gonzalez	Samantha	225 - Bonnie Brae ES	Yes
Principal	Granados	Monica	151 - Natha Howell ES	Yes
Principal	Gray	Octavia	209 - Edward J. Briscoe ES	Yes
Principal	Guthrie	Terry	035 - Transition School	Yes
Principal	Guthrie	Terry	104 - Boulevard Heights	Yes
Principal	Hanson (Turner)	Christina	160 - Maudrie M. Walton ES	Yes
Principal	Harper	Andrea	208 - T. A. Sims ES	Yes
Principal	Harris	Janis	101 - Alice Carlson ALC	Yes
Principal	Henderson	Pamela	222 - Clifford Davis ES	Yes
Principal	Henson	Jack	082 - Texas Academy of Biomedical Sciences	Yes
Principal	Herrera	Alberto	161 - Sam Rosen ES	Yes
Principal	Hill	Laura	154 - M. L. Phillips Elementary	Yes
Principal	Hobbs	Alleia	126 - East Handley ES	Yes
Principal	Horton	Rochelle	153 - A. M. Pate	Yes
Principal	Hughes	Stephanie	116 - Lily B. Clayton ES	Yes
Principal	Johnson	Cheryl	059 - J. Martin Jacquet MS	Yes
Principal	Johnson	Bryan	216 - Woodway ES	Yes
Principal	Kelly	Sonya	221 - Western Hills Primary	Yes
Principal	Kennedy	Jennifer	190 - Riverside ALC	Yes
Principal	Kirkpatrick	Kellye	053 - William Monnig MS	Yes
Principal	Lange	Andrea	184 - Worth Heights ES	Yes
Principal	Langston	Troy	010 - R. L. Paschal HS	Yes
Principal	Lofton	Seretha	045 - Forest Oak MS	Yes
Principal	Martina - Quinones	Aileen	144 - Mitchell Boulevard ES	Yes
Principal	Martinez	Antonio	008 - North Side HS	Yes
Principal	Martinez	Oscar	051 - W. A. Meacham MS	Yes
Principal	Martinez	Marlette	121 - De Zavala Elementary	Yes
Principal	Martinez	Marlyn	122 - Diamond Hill ES	Yes
Principal	Martinez	Amparo	137 - Hubbard Heights ES	Yes
Principal	Mattic	Steven	186 - David K. Sellars ES	Yes
Principal	Mayer	Shelly	103 - Benbrook ES	Yes
Principal	McCalister	Cassandra	064 - Glencrest 6th	Yes
Principal	McNeal Johnson	Jessica	187 - J. T. Stevens ES	Yes
Principal	McWilliams	Marron	070 - Jean McClung MS	Yes
Principal	Miller	Kendall	119 - E. M. Daggett ES	Yes
Principal	Montalvo	Nicole	134 - Greenbriar ES	Yes
Principal	Montes	Alexandra	180 - Western Hills ES	Yes

T-TESS Appraisers 2019-2020

Title	Last Name	First Name	School	TTESS Certified
Principal	Moore	Steven	124 - Maude I. Logan Es	Yes
Principal	Morales	Ana	138 - H. V. Helbing ES	Yes
Principal	Moreno	Leann	168 - Springdale ES	Yes
Principal	Moye	Nikita	129 - John T. White	Yes
Principal	Moynihan	Julie	105 - West Handley ES	Yes
Principal	Ordaz	Latonya	206 - Bill J. Elliott ES	Yes
Principal	Ordaz	Monica	223 - Cesar Chavez Primary	Yes
Principal	Ozuna (Brun)	Barbara	050 - W. P. McLean MS	Yes
Principal	Penland	Richard	071 - Benbrook MHS	Yes
Principal	Plata	Marta	114 - Manuel Jara ES	Yes
Principal	Ramos	Eudoxio	011 - Green B. Trimble Technical HS	Yes
Principal	Renteria	Christine	139 - Milton Kirkpatrick ES	Yes
Principal	Rhines	Valencia	117 - Como ES	Yes
Principal	Riddell	Leslie	026 - Jo Kelly School	Yes
Principal	Robinson	Howard	016- OD Wyatt	Yes
Principal	Ross	Angelia	062 - International Newcomers Academy	Yes
Principal	Russell	Melissa	167 - South Hills ES	Yes
Principal	Ruthart	Gregory	001 - Amon Carter-Riverside HS	Yes
Principal	Sanchez	Jennifer	120 - Rufino Mendoza ES	Yes
Principal	SanJacinto	Kalyn	110 - Carroll Peak ES	Yes
Principal	Scott	Whitney	125 - Eastern Hills ES	Yes
Principal	Smith	Katrina	006 - Eastern Hills HS	Yes
Principal	Smith	Constance	171 - Tanglewood ES	Yes
Principal	Staten (Wright)	Charla	127 - Christene C. Moss ES	Yes
Principal	Taulton	Kelli	770 - Student Discipline & Placement (JJAEP)	Yes
Principal	Terrell	Reginald	047 - Handley MS	Yes
Principal	Thomas	Tremayna	043 - Wedgwood 6th	Yes
Principal	Torrez	Nick	009 - Polytechnic HS	Yes
Principal	Trimble	David	044 - J. P. Elder Middle	Yes
Principal	Tritten	Vanessa	163 - Bruce Shulkey ES	Yes
Principal	Valdez	Rodolfo	131 - Rosemont Park ES	Yes
Principal	Verreault	Ellen	132 - Glen Park ES	Yes
Principal	Weeks	Sarah	002 - Arlington Heights HS	Yes
Principal	White	Rodney	083 - Young Men's Leadership Academy	Yes
Principal	Williams	Ingrid	021 - Success HS	Yes
Principal	Williamson	Debra	219 - Lowery Road Es	Yes
Principal	Williams-Ridley	Catherine	061 - Leonard MS	Yes
Principal	Wright	Angela	159 - Versia L. Williams	Yes
Principal	Yoder	Elizabeth	146 - M. H. Moore ES	Yes
Assistant Director	Cerja	Mark	Assistant Director, Student Discipline & Placement	Yes
Assistant Director	Kirby	Darenda	Assistant Director, Regional Day School	Yes
Assistant Director	Mason	Bolivia	Assistant Director, Regional Day School	Yes
Assistant Principal	Adams	Phillip	071 - Benbrook Middle - High School	Yes
Assistant Principal	Alaman	Grace	143 - D. McRae ES	Yes
Assistant Principal	Amaya	Roberto	116 - Lily B. Clayton	Yes
Assistant Principal	Anderson	Claire	005 - Dunbar High School	Yes
Assistant Principal	Anderson	Phillip	019- Metro Opportunity	Yes
Assistant Principal	Aspegren	Deborah	061 - Leonard MS	Yes

T-TESS Appraisers 2019-2020

Title	Last Name	First Name	School	TTES Certified
Assistant Principal	Balial	Ritu	139 - ML Kirkpatrick ES	Yes
Assistant Principal	Ballais	Michelle	107 - Burton Hill	Yes
Assistant Principal	Barron	Valerie	018 - Middle Level Learning Center	Yes
Assistant Principal	Beltran	April	057 - Rosemont MS	Yes
Assistant Principal	Bennett	Laura	081 - Young Womens Leadership Academy	Yes
Assistant Principal	Benton	Marcus	006 - Eastern Hills HS	Yes
Assistant Principal	Besses	Keith	190 - Riverside ALC	Yes
Assistant Principal	Bivens	Deandrea	050 - Mclean MS	Yes
Assistant Principal	Blocklyn	Samuel	070 - McClung	Yes
Assistant Principal	Bowens Thomas	Joyce	135 - Van Zandt-Guinn	Yes
Assistant Principal	Bowers	Susan	043 - Wedgwood 6th Grade	Yes
Assistant Principal	Bradley	Amanda	003 - South Hills HS	Yes
Assistant Principal	Branch	Terrance	047 - Handley MS	Yes
Assistant Principal	Brewer	Nakita	131 - Rosemont ES	Yes
Assistant Principal	Brown	Richard	015 - Western Hills HS	Yes
Assistant Principal	Brown	Alethia	101 Alice Carlson	Yes
Assistant Principal	Brown	Veleria	133 - WM Green	Yes
Assistant Principal	Brown-Mckinney	Raven	121 - De Zavala	Yes
Assistant Principal	Burgess	Devona	226 - Seminary Hills Park	Yes
Assistant Principal	Burkhardt	Nichole	009 - Polytechnic HS	Yes
Assistant Principal	Carrick	Pamela	220 - Alice Contreras	Yes
Assistant Principal	Cass	Tracy	Hs Assistant Prin, Student Discipline & Placement	Yes
Assistant Principal	Castaneda	Angelica	208 - TA Sims	Yes
Assistant Principal	Catala	Ryan	009 - Polytechnic HS	Yes
Assistant Principal	Channell	Alexandra	081 - YWLA	Yes
Assistant Principal	Charles	Lyndsey	087 - IM Terrell	Yes
Assistant Principal	Christmas	Keith	059 - Jacquet MS	Yes
Assistant Principal	Collins	Adrienne	114 Manuel Jara ES	Yes
Assistant Principal	Conner	Michael	045 - Forrest Oak	Yes
Assistant Principal	Cormier	Willie	014 - Southwest HS	Yes
Assistant Principal	Cruz	Joyce	146 - MH Moore	Yes
Assistant Principal	Culton	Crystal	056 - Riverside MS	Yes
Assistant Principal	Daniel	Dale	003 - South Hills HS	Yes
Assistant Principal	Daniels	Tamiko	209 - Edward J Briscoe	Yes
Assistant Principal	Dean	Michelle	167 - South Hills ES	Yes
Assistant Principal	Deaver	Crystal	071 - Benbrook Middle High School	Yes
Assistant Principal	Dehn	Doug	011 - Trimble Tech HS	Yes
Assistant Principal	Devonish	Tivia	127 - CC Moss	Yes
Assistant Principal	Diaz	Jose	177 - Westcliff	Yes
Assistant Principal	Dunlap	Imelda	059 - Jacquet	Yes
Assistant Principal	Elizondo	Eugene	162 - Sagamore Hill	Yes
Assistant Principal	Escamilla	Elodia	055 - ALA	Yes
Assistant Principal	Escamilla	Gilbert	051 - Meacham MS	Yes
Assistant Principal	Farr	Drew	117 - Como ES	Yes
Assistant Principal	Fields	Lakita	206 - BJ Elliott	Yes
Assistant Principal	Ford	Darlene	006 - Eastern Hill HS	Yes
Assistant Principal	Fortson	Sonia	045 - Forest Oak	Yes
Assistant Principal	Fouse	Brenda	115 - George Clarke ES	Yes

T-TESS Appraisers 2019-2020

Title	Last Name	First Name	School	TTESS Certified
Assistant Principal	Fracassi	Danny	045 - Forest Oak	Yes
Assistant Principal	Garcia	Ronnie	010 - Paschal HS	Yes
Assistant Principal	Garcia	Patricia	152 - Oaklawn ES	Yes
Assistant Principal	Golding	Nanendra	133 - WM Green	Yes
Assistant Principal	Gonatice	Edgar	002 - Arlington Heights	Yes
Assistant Principal	Haliburton	Keith	061 - Leonard MS	Yes
Assistant Principal	Hall	Aundrae	059 - Jacquet MS	Yes
Assistant Principal	Hall	Angela	124 - Maude Logan	Yes
Assistant Principal	Harden Wilson	Amelia	219 - Lowery Road	Yes
Assistant Principal	Harris	Melonee	118 - Hazel Harvey Peace ES	Yes
Assistant Principal	Hayes	Tiffany	125 - Eastern Hills ES	Yes
Assistant Principal	Herrera	Hilda	122 - Diamond Hill ES	Yes
Assistant Principal	Hood	Kristin	103 Benbrook ES	Yes
Assistant Principal	Hooser-Kelley	Christine	148 - Charles Nash	Yes
Assistant Principal	Ibiezugbe	Denisha	047 - Handley MS	Yes
Assistant Principal	Iloff	Rick	053 - Monnig MS	Yes
Assistant Principal	Ivy	Ronald	168 - Springdale ES	Yes
Assistant Principal	Jacobo Martinez	Claudia	150 - Oakhurst ES	Yes
Assistant Principal	James	Caroline	129 - John T White	Yes
Assistant Principal	Jarchow	Mandi	014 - Southwest HS	Yes
Assistant Principal	Jefferson	Kelvin	110 Carroll Peak ES	Yes
Assistant Principal	Jenerson	Andre	005 - Dunbar HS	Yes
Assistant Principal	Jenkins	Josh	015 - Western Hills HS	Yes
Assistant Principal	Jenkins	Kimberly	016 - OD Wyatt	Yes
Assistant Principal	Johnson	Stanley	002 - Arlington Heights	Yes
Assistant Principal	Johnson	Timothy	172 - WJ Turner	Yes
Assistant Principal	Jones	Stephen	001 - Amon Carter-Riverside	Yes
Assistant Principal	Jones	Meesha	003 - South Hills HS	Yes
Assistant Principal	Keener	Olivia	223 - Cesar Chavez	Yes
Assistant Principal	Kelz	Elizabeth	149 - North Hi Mount	Yes
Assistant Principal	Kinchion	Nealie	147 - Morningside ES	Yes
Assistant Principal	Kirvin	Danette	216 - Woodway	Yes
Assistant Principal	Kleiber	Jennifer	003 - South Hills	Yes
Assistant Principal	Leavitt	Jessica	050 - Mclean MS	Yes
Assistant Principal	Lee	Freida	049 - Kirkpatrick MS	Yes
Assistant Principal	Levine	Nyva	141 - Kirkpatrick ES	Yes
Assistant Principal	Levy	Aaron	056 - Riverside MS	Yes
Assistant Principal	Lowen	Drew	138 - HV Helbing	Yes
Assistant Principal	Luna	Jose	004 - Diamond Hill-Jarvis HS	Yes
Assistant Principal	Madu-Odidika	Augustina	222 - Clifford Davis	Yes
Assistant Principal	Magin	Gerald	085 - Marine Creek	Yes
Assistant Principal	Manning	Latisha	006 - Eastern Hills HS	Yes
Assistant Principal	Marberry	Krystle	129 - John T White	Yes
Assistant Principal	Marion	Marty	014 - Southwest HS	Yes
Assistant Principal	Martin	Ehrica	015 - Western Hills HS	Yes
Assistant Principal	Mason	Glorianne	071 - Benbrook Middle High	Yes
Assistant Principal	McAlister	Daniel	063 Como Montessori	Yes
Assistant Principal	McCloud	Christina	064 - Glencrest 6th	Yes

T-TESS Appraisers 2019-2020

Title	Last Name	First Name	School	TTESS Certified
Assistant Principal	McCoy	Lajoy	153- AM Pate	Yes
Assistant Principal	McGee	Deleceia	051 - Meacham MS	Yes
Assistant Principal	McGuire	Rhonda	054 - Morningside MS	Yes
Assistant Principal	McKenzie	Dana	171 - Tanglewood ES	Yes
Assistant Principal	McMillen	Amelia	104 - Boulevard Heights	Yes
Assistant Principal	Menchaca	Gloria	008 - North Side HS	Yes
Assistant Principal	Mendez Monge	Jose	061 - Leonard MS	Yes
Assistant Principal	Midkiff	Stephanie	224 -MG Ellis	Yes
Assistant Principal	Mihalik	Michael	003 - South Hills HS	Yes
Assistant Principal	Miller	Amber	011 - Trimble Tech HS	Yes
Assistant Principal	Mocek	Doug	171 - Tanglewood	Yes
Assistant Principal	Montoya	Eric	187 - JT Stevens	Yes
Assistant Principal	Moody	Erika	132 - Glen Park ES	Yes
Assistant Principal	Moody	Felicia	137 - Hubbard Heights	Yes
Assistant Principal	Morrison	Jamie	176 - Waverly Park ES	Yes
Assistant Principal	Mosbeux	Marie-Lise	084 - WOL	Yes
Assistant Principal	Munguia	Ramon	166- South Hi Mount	Yes
Assistant Principal	Nandayapa	Christina	105- West Handley ES	Yes
Assistant Principal	Natoli	Irma	001 - Amon Carter-Riverside	Yes
Assistant Principal	Newton	Frances	044 - JP Elder	Yes
Assistant Principal	Nors	Timothy	050 - Mclean MS	Yes
Assistant Principal	Orona	Jennifer	001- Amon Carter-Riverside	Yes
Assistant Principal	Pederson	Paula	008 - North Side HS	Yes
Assistant Principal	Perez	Lorena	225 - Bonnie Brae	Yes
Assistant Principal	Poullard	Eric	006 - Eastern Hills HS	Yes
Assistant Principal	Poullard	Precious	008 - Polytechnic HS	Yes
Assistant Principal	Preston	Eian	060 - Wedgwood MS	Yes
Assistant Principal	Renteria	Brian	062 - International Newcomers Academy	Yes
Assistant Principal	Rhone	Ronald	086- TCC South	Yes
Assistant Principal	Rhynes	Ylana	123 - SS Dillow	Yes
Assistant Principal	Richard	Angela	188 - Atwood McDonald	Yes
Assistant Principal	Rincon	Melissa	008 - North Side HS	Yes
Assistant Principal	Rivera	Bea	111 - Carter Park ES	Yes
Assistant Principal	Robinson	Jacques	052 - Meadowbrook MS	Yes
Assistant Principal	Rodriguez Rivera	Fernando	175 - Washington Heights ES	Yes
Assistant Principal	Rodriguez-Flores	Carrie	161 - Sam Rosen ES	Yes
Assistant Principal	Ross	Tiffany	016 - OD Wyatt	Yes
Assistant Principal	Rotimi	Olawale	048 - WmJames MS	Yes
Assistant Principal	Royal	Artis	005 - Dunbar HS	Yes
Assistant Principal	Ruffin	Tiffanie	178 - Westcreek ES	Yes
Assistant Principal	Ruiz	Stephanie	057 - Rosemont MS	Yes
Assistant Principal	Runyan	Scott	002 - Arlington Heights	Yes
Assistant Principal	Sachs	Brandy	058 - Stripling	Yes
Assistant Principal	Saldivar	Jose	021 - Success HS	Yes
Assistant Principal	Saldivar	Anel	180 - Western Hills ES (2-5)	Yes
Assistant Principal	Sanders (Peyton)	Kendra	060 - Wedgwood MS	Yes
Assistant Principal	Sandifer	Delain	208 - TA Sims	Yes
Assistant Principal	Scherler	Kathy	087 - IM Terrell	Yes

T-TESS Appraisers 2019-2020

Title	Last Name	First Name	School	TESS Certified
Assistant Principal	Schwalls	Michelle	071 - Benbrook Middle High	Yes
Assistant Principal	Scofield	Katy	165 - Richard Wilson	Yes
Assistant Principal	Severson (Peysen)	Karen	067 - Rosemont 6th	Yes
Assistant Principal	Shackleford (Littles)	Priscilla	163 - Bruce Shulkey	Yes
Assistant Principal	Sharp	David	044 - JP Elder	Yes
Assistant Principal	Sharp	Shayla	169 - Sunrise McMillan	Yes
Assistant Principal	Shepard	Corey	016 - OD Wyatt	Yes
Assistant Principal	Sipho-Lewis	Delltra	130 - Harlean Beal	Yes
Assistant Principal	Smith	Tracy (Theresa)	010 - Paschal HS	Yes
Assistant Principal	Smith	Tyretha	042 - Daggett MS	Yes
Assistant Principal	Smith	Andy	082 - TABS	Yes
Assistant Principal	Staros	Lindsay	134 - Greenbriar ES	Yes
Assistant Principal	Starr	Ellen	156 - Ridglea Hills	Yes
Assistant Principal	Stinson	Christi	052 - Meadowbrook MS	Yes
Assistant Principal	Stroman	Lasandra	227 Dolores Huerta	Yes
Assistant Principal	Sumner	Damon	054 - Morningside MS	Yes
Assistant Principal	Swanson	Benjamin	010 - Paschal HS	Yes
Assistant Principal	Teer	Wendy	002 - Arlington Heights	Yes
Assistant Principal	Thompson	Callie	176 - Waverly Park	Yes
Assistant Principal	Thornton	Topaz	053 - Monnig MS	Yes
Assistant Principal	Tiede	Amanda	144 - Mictchell Blvd ES	Yes
Assistant Principal	Tucker	Kathy	048 - Wm James MS	Yes
Assistant Principal	Urbani (Rogers)	Robyn	011 - Trimble Tech HS	Yes
Assistant Principal	Vanderhule	Trey	008 - North Side HS	Yes
Assistant Principal	Wait	Courtney	069 - Mclean 6th Grade	Yes
Assistant Principal	Walker	Nelson	083 - YMLA	Yes
Assistant Principal	Walters	Jacqueline	124 - Maude Logan	Yes
Assistant Principal	Wartelle	Elsie	004 - Diamond Hill-Jarvis HS	Yes
Assistant Principal	White	Juanita	159 - Versia Williams	Yes
Assistant Principal	Williams	Jentessa	186- David K Sellers	Yes
Assistant Principal	Williams	Vanessa	222 - Clifford Davis	Yes
Assistant Principal	Wilson	Deonda	011 - Trimble Tech HS	Yes
Assistant Principal	Winsett	Sandi	058 - Stripling	Yes
Assistant Principal	Young	Randy	010 - Paschal HS	Yes
Assistant Principal	Zachry	Andrew	004 - Diamond Hill-Jarvis HS	Yes
Dean of Instruction	Gillyard	Shenieta	005 - Dunbar HS	Yes
Dean of Instruction	Toler-Kerr	Ronette	005 - Dunbar HS	Yes
Administration	Elliott	Vernal	Admin Sub	Yes
Director	Ojo	Olayinka	Director Early Learning (PK Statelite Centers)	Yes

**CONSENT AGENDA ITEM
BOARD MEETING
SEPTEMBER 24, 2019**

**TOPIC: APPROVE THE AUTHORIZATION FOR SUPERINTENDENT OR
DESIGNEE TO NEGOTIATE AND ENTER INTO A CONTRACT TO
PROVIDE MASTER SCHEDULING SERVICES**

BACKGROUND:

As a result of the District's recent Operational Efficiency Study, the District issued Request for Proposal (RFP) #20-033 entitled "Master Scheduling Services". The District only received one compliant response to the RFP.

The persons below served on the evaluation team:

- Cherie Washington, Chief of Secondary Schools
- Raul Pena, Chief of Elementary Schools
- Cynthia Rincon, Chief of HCM/Legal
- Jerry Moore, Acting Chief of Academics
- Sherry Breed, Chief of Equity and Excellence
- Elsie Schiro, Chief Financial Officer
- David Johnson, Senior Officer of Budget and Finance

The purpose of the RFP is the development of a master scheduling process to include maximum efficiency in teacher/student ratios, campus staffing, bell schedules, integrated course curriculum and a scheduling template to synchronize approximately fifty school schedules. The following deliverables were also outlined in the RFP.

- Develop a cross-functional planning process i.e. School Leadership, HCM, Budget etc.
- Development of scheduling, staffing and budgeting prototypes to support schools in planning;
- A process study to streamline course offerings to graduation pathways including a process to sunset offerings as student's graduate.
- Develop a budgetary plan for Specialized Schools/Programs of Choice:
- A process study to explore choice programs/schools with schedules that supports equitable access to course offerings for all students i.e. AP, dual credit, CTE etc.
- A process to phase out course offerings not aligned to the school/choice programs.
- A process to consolidate Programs of Choice
- Streamline Non-core offerings and non-core staffing ratios to align with graduation pathways.
- A process to sunset non-core programs to align with graduation requirements.
- A process to offer non-core programs in alternative pathways.

STRATEGIC GOAL:

Increase Student Achievement

ALTERNATIVES:

1. Approve the Authorization for Superintendent or Designee to Negotiate and Enter into a Contract to Provide Master Scheduling Services
2. Decline to Approve the Authorization for Superintendent or Designee to Negotiate and Enter Into a Contract to Provide Master Scheduling Services
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Authorization for Superintendent or Designee to Negotiate and Enter into a Contract to Provide Master Scheduling Services

FUNDING SOURCE

Additional Details

General Fund

199.41.6299.001.750.99.416.000000

COST:

Not to Exceed \$500,000

VENDOR:

Education Resource Strategies (ERS)*

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 12-033

Number of Bid/Proposals received: 1

HUB Firms: 1*

Compliant Bids: 1

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The firm responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase. Two firms did not submit their statements of qualification.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENT

All District Schools with emphasis on Secondary Schools, together with School Leadership, Human Capital Management, Business and Finance, Curriculum and Instruction, Equity and Excellence, and the Department of the Chief of Staff.

RATIONALE:

On April 23, 2019, the results of the Efficiency Audit performed by Education Resource Strategies (ERS) during the 2018-2019 school year was presented to the Board of Education. Two key areas needing improvement were (1) review of Schools/Programs of Choice and (2) bringing efficiency by developing and implementing secondary master schedules and staffing formulas that not only support a school's success but maximizes teachers' time in the classroom while realizing cost savings. Administration, in response to these findings, published an RFP to seek an expert in this field to assist the District in implementing efficiency in these two critical areas. Administration has put together a Cross-Functional Team to work with ERS over the coming months, realizing that this important work, and the success of this work, cannot be housed within one department.

INFORMATION SOURCE:

Cherie Washington
Raul Pena
Jerry Moore
Elsie Schiro
Cynthia Rincon
Karen Molinar
Sherry Breed

**CONSENT AGENDA ITEM
BOARD MEETING
SEPTEMBER 24, 2019**

**TOPIC: APPROVE THE AUTHORIZATION FOR SUPERINTENDENT OR
DESIGNEE TO NEGOTIATE AND ENTER INTO A CONTRACT FOR REAL
ESTATE BROKERAGE SERVICES**

BACKGROUND:

The Fort Worth ISD was desirous of contracting with a firm to provide real estate brokerage services on an as-needed basis for leasing, selling existing real estate property or acquiring sites for future campuses and for administrative and other support facilities. Services would include, but not limited to:

1. Perform market analyses,
2. Develop pro forma analysis and reports,
3. Search for potential properties, and assist with the formal evaluation of the properties,
4. Contact and negotiate with owners of potential site acquisitions at all phases of the identification, evaluation, and selection process for sites,
5. Advertise properties for disposition,
6. Develop strategies for lease, acquisition, and/or sale of properties
7. Develop recommendations of the district for the acquisition of property, and make presentation to the Board of Trustees for the acquisition of property.
8. Negotiate with owners, tenants, sellers or buyers on behalf of the District,
9. Coordinate with Real Estate Appraisers and other consultants hired by the District,
10. Coordinate real estate transaction closings,
11. Assist the district staff and attorneys, upon request, with contract issues leading to a timely acquisition.

The Proposer must also have experience in selling/exchanging school district property in compliance with Chapter 272 of the Texas Local Government Code.

As a result of the District's need for these services, a Request for Qualifications was issued (RFQ #20-034 for Real Estate Brokerage Services). Three responses were received. However, two firms failed to submit the required Statement of Qualifications and were disqualified.

The persons below served on the evaluation team:

- Elsie Schiro, Chief Financial Officer
- Art Cavazos, Chief of Operations
- Karen Molinar, Chief of Staff
- David Johnson, Senior Officer of Budget and Finance

STRATEGIC GOAL:

Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Authorization for Superintendent or Designee to Negotiate and Enter Into a Contract for Real Estate Brokerage Services
2. Decline to Approve the Authorization for Superintendent or Designee to Negotiate and Enter Into a Contract for Real Estate Brokerage Services
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Authorization for Superintendent or Designee to Negotiate and Enter Into a Contract for Real Estate Brokerage Services

FUNDING SOURCE

Additional Details

SEE COST BELOW

COST:

Work provided by this firm will be negotiated as a percentage commission rate and/or a fixed sum per project and would be deducted as a part of the closing costs of any real estate transaction. The estimated value of all properties that may be considered under this contract is \$95M. A customary real estate brokerage fee ranges from 3% to 6% of the value of each respective property.

VENDOR:

Jones Lang LaSalle Americas, Inc.

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 20-034

Number of Bid/Proposals received: 3

HUB Firms: 1

Compliant Bids: 1*

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The firm responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase. The selected firm has partnered with HUB-certified vendors in similar projects and is committed to the use of a HUB subcontractor for any applicable scope of work.

*Two firms failed to submit their Statement of Qualifications.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Business and Finance; District Operations; Department of the Chief of Staff

RATIONALE:

The District has been working to identify non-campus, underutilized properties that could be placed on the market for sale, placed back onto the tax roles, and/or monetized to complete a Qualified Project(s) under the District’s Public Private Partnership Guidelines and Chapter 2267 of the Texas Government Code. The utilization of a real estate brokerage firm with a proven track record of knowledge and expertise in assisting public entities in the sale, lease, and/or exchange of its real properties is essential in receiving the full market value of its properties.

INFORMATION SOURCE:

Elsie Schiro

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE CONSULTANT SERVICE CONTRACT ADDENDUM TO EXPAND MENTORING SERVICES FOR THE FWISD 'MY BROTHER'S KEEPER' (MBK) PROGRAM TO 7 MIDDLE SCHOOL CAMPUSES FOR 2019-2020

BACKGROUND:

FWISD currently has MBK Chapters in 17 high schools, with more than 300 participants throughout the district.

FWISD Board Trustees approved the original contract with STEP (Strategies to Elevate People) for the 2019-2020 school year. The Executive Director of STEP recently received a donation to cover the cost of expanding the program to seven middle school campuses. After consulting with the Chief of Equity & Excellence, middle school campuses were selected based on discipline referral data.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Consultant consultant service contract addendum to provide mentoring services for the FWISD My Brother's Keeper (MBK) Program at 7 Middle School Campuses.
2. Decline to Approve Consultant consultant service contract addendum to provide mentoring services for the FWISD My Brother's Keeper (MBK) Program at 7 Middle School Campuses.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Consultant service contract addendum to provide mentoring services for the FWISD My Brother's Keeper (MBK) Program at 7 Middle School Campuses.

FUNDING SOURCE

Additional Details

No Cost

COST:

\$0 - This is an in-kind contribution valued at \$87,500

VENDOR:

Strategies To Elevate People (STEP)

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-006

Number of Bid/Proposals received: 1

HUB Firms: 1

Compliant Bids: 1

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The firm responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

#044-JP Elder MS
#047-Handley MS
#049-Kirkpatrick MS
#057-Rosemont MS
#059-JM Jacquet MS
#060-Wedgwood MS
#070-McClung MS

RATIONALE:

The high school MBK program provides weekly mentoring sessions with each high school Chapter. The Middle School program will also meet weekly. Participants will begin learning about college preparation and career choices. Sessions will also address cultural consciousness, personal growth, and leadership development. In addition, MBK members are introduced to community leaders and positive role models. They will also collaborate with the high school chapters in community involvement activities. These experiences, and the brotherhood of the Chapter, encourage both personal and academic success.

INFORMATION SOURCE:

Sherry Breed

CONSULTANT SERVICE CONTRACT ADDENDUM

This Consultant Service Contract Addendum (“Addendum”) is made a part of the Consultant Service Contract dated September 1, 2019 – August 31, 2020 between the Fort Worth Independent School District, a political subdivision of the State of Texas, hereto duly authorized (“District”), and Strategies to Elevate People, an individual/sole proprietorship owned by Rickie Clark (“Consultant”). The District and Consultant will be collectively referred to as the “Parties.”

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the original contract.

Exhibit A of the Consultant Services Contract is hereby amended to include the following language in addition to any other language already outlined in that exhibit:

MBK Participating Middle School Campuses

The MBK program will also be implemented at the following Middle School campuses for the 2019-2020 school year:

- | | |
|---------------------|--------------------|
| #044-JP Elder MS | #059-JM Jacquet MS |
| #047-Handley MS | #060-Wedgwood MS |
| #049-Kirkpatrick MS | #070-McClung MS |
| #057-Rosemont MS | |

Consultant has secured funding for the implementation of the MBK program at the above referenced campuses from a third-party donation and is therefore offering the services to the District free of charge for the 2019-2020 school year. If Consultant is unable to gain subsequent funding from a third-party source for the additional years covered under the Agreement, then Consultant will discontinue the program at the above-mentioned middle school campuses. At no point will the District be charged by Consultant for any costs associated with the implementation of the MBK program at the middle school campuses.

No other terms or conditions of the contract are negated or changed as a result of this addendum.

FOR DISTRICT:

FOR CONSULTANT:

Signed: _____

Name: Sherry Breed

Title: Chief of Equity & Excellence

Date: _____

Req. # 12000812

Signed: _____

Name: Rickie Clark

Title: CEO, STEP

Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR TRIMBLE TECHNICAL HIGH SCHOOL RENOVATION JOB NO. 011-211 (RFQ #20-002) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Trimble Technical High School Renovations project with the following schedule of events:

First Advertisement	July 15, 2019
Second Advertisement	July 22, 2019
Pre-Proposal Conference – 10:00am CST	Tuesday, July 23, 2019
Deadline for Questions – 2:00pm CST	Friday, July 26, 2019
Addendum Posted	Monday, July 29, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Tuesday, August 6, 2019
Evaluation Meeting	Monday, August 12, 2019
Issue Step 2 to Short List (Schedule Interviews)	Tuesday, August 13, 2019
Receive Step 2 - GC’s & Fees	Friday, August 16, 2019 – 2:00pm CST
Interview Firms on Short List; Rank Submissions	Wednesday, August 21, 2019
Board Approval of CMAR Firm	September 24, 2019

The District received eight Statements of Qualifications from the following Firms:

- Adolfson & Peterson Construction
- Byrne - Potere JV
- Muckleroy & Falls / Basecom JV
- Pogue Construction Co., LP
- Reeder + Summit Joint Venture
- SEDALCO – SMR JV
- SFP² A Joint Venture, LLC
- Turner | Source JV

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Five (5) firms were selected to move on to the Step II process:

Byrne - Potere JV
Pogue Construction Co., LP
Reeder + Summit Joint Venture
SFP² A Joint Venture, LLC
Turner | Source JV

Step II – The second step consisted of a Request for Proposal (“RFP”) process where the five (5) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). One offeror was selected for the project in Step II as a result of the interview and specific project evaluation criteria including but not limited to the project specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Byrne - Potere JV
2. Reeder + Summit Joint Venture
3. Pogue Construction Co., LP
4. Turner | Source JV
5. SFP² A Joint Venture, LLC

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Trimble Technical High School Renovation Job No. 011-211 (RFQ #20-002) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Trimble Technical High School Renovation Job No. 011-211 (RFQ #20-002) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Trimble Technical High School Renovation Job No. 011-211 (RFQ #20-002) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-011-99-000-011211

COST:

Not To Exceed \$35,000.00

VENDOR:

Byrne - Potere JV

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-002

Number of Bid/Proposals Received: 8

Number of Compliant Bid/Proposals Received: 8

Joint Venture Firms: 6

HUB Firms: 7

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #011 Trimble Technical High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE CHANGE ORDER FOR JOB NO. 008-002 NORTH SIDE HIGH SCHOOL MARIACHI ADDITION (CSP 19-030) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 22, 2019, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a General Contractor, Pinnacle Contracting Group, LLC, for North Side High School Mariachi Addition Job No. 008-002 (CSP 19-030).

Additional costs have been identified for the North Side High School Mariachi addition project, including, but not limited to, adding piers and void boxes to the foundation; sound equipment; and changing the design of the sanitary sewer to cast iron. CIP requests \$282,000 be used to fund the Change Order from the current balance of the Construction Cost Budget as follows:

- B39 - \$182,000 Construction Cost Budget
- B40 - \$100,000 In-Contract Construction Contingency

Board Date	Item	Current Budget	Change(s)	Revised Budget
01/22/2019	Original Contract	\$2,415,094.00	-	\$2,415,094.00
09/24/2019	Additional Costs	\$2,415,094.00	\$282,000.00	\$2,697,094.00

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order For Job No. 008-002 North Side High School Mariachi Addition (CSP 19-030) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Change Order For Job No. 008-002 North Side High School Mariachi Addition (CSP 19-030) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order For Job No. 008-002 North Side High School Mariachi Addition (CSP 19-030) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-B39-008-99-000-008002 - \$182,000.00
	671-81-6629-B40-008-99-000-008002 - \$100,000.00

COST:

Not To Exceed \$282,000.00

VENDOR:

Pinnacle Contracting Group, LLC

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #008 North Side High School

RATIONALE:

A Change Order is required to address the additional needs for Job No. 008002 North Side High School Mariachi addition in a not-to-exceed amount of \$282,000.00 which cannot be covered within the General Contractor's contract.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
SEPTEMBER 24, 2019**

TOPIC: CLOSEOUT OF THE CONTRACT WITH RJM CONTRACTORS FOR BID PACKAGE 028 (RFCSP #18-019) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 24, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 028 (RFCSP 18-019). This Bid Package consisted of construction services at TEA 148- Morningside ES, TEA 123-SS Dillow ES and TEA 208-TA Sims ES. The work commenced on February 19, 2018, and was substantially completed on September 28, 2019, as inspected by the A/E firm, Fender-Andrade Architects, LLC. RJM Contractors has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to RJM Contractors will be in the not-to-exceed amount of \$144,201.78.

Original Contract Amount:	\$2,665,171.00	Original Contract Time:	180 Days
Previous Change Orders:	\$294,549.20	Days Added in Previous CO:	0 Days
Final Change Order:	(\$67,635.05)	Final Change Order Time:	0 Days
Final Contract Amount:	\$2,892,085.15	Final Contract Time:	221 Days
Previously Paid:	(\$2,747,480.89)		
Reduction to Retainage	(\$402.50)		
Final Payment Due:	\$144,201.78		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The Contract With RJM Contractors For Bid Package 028 (RFCSP #18-019) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With RJM Contractors For Bid Package 028 (RFCSP #18-019) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

RATIONALE:

RJM Contractors has completed all work as required per the terms of their construction contract. The work has been inspected by Fender-Andrade Architects, LLC. The project has been reviewed and accepted by the CIP Construction Manager and a financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
SEPTEMBER 24, 2019**

TOPIC: CLOSEOUT OF THE CONTRACT WITH MDI, INC. GENERAL CONTRACTORS FOR BID PACKAGE 061 (RFCSP #18-014) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 10, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 061 (RFCSP 18-014). This Bid Package consisted of construction services at TEA 011- Trimble Tech HS and TEA 119-E.M. Daggett ES. The work commenced on February 16, 2018, and was substantially completed on June 20, 2019, as inspected by the A/E firm, Schwarz Hanson Holdings. MDI, Inc. General Contractors has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to MDI, Inc. General Contractors will be in the not-to-exceed amount of \$182,747.84.

Original Contract Amount:	\$3,798,500.00	Original Contract Time:	209 Days
Previous Change Orders:	\$0	Days Added in Previous CO:	0 Days
Final Change Order:	(\$69,903.47)	Final Change Order Time:	0 Days
Final Contract Amount:	\$3,728,596.53	Final Contract Time:	489 Days
Previously Paid:	(\$3,542,166.70)		
Reduction to Retainage	(\$3,682.00)		
Final Payment Due:	\$182,747.84		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The Contract With MDI, Inc. General Contractors For Bid Package 061 (RFCSP #18-014) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With MDI, Inc. General Contractors For Bid Package 061 (RFCSP #18-014) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of The Contract With MDI, Inc. General Contractors For Bid Package 061 (RFCSP #18-014) And Authorization of Final Payment In The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013	681-00-2116-000-000-00-000-000000	\$182,747.84
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COST:

The final payment to MDI, Inc. General Contractors will be in the not-to-exceed amount of \$182,747.84.

VENDOR:

MDI, Inc. General Contractors

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 011 Trimble Tech HS
TEA 119 EM Daggett ES

RATIONALE:

MDI, Inc. General Contractors has completed all work as required per the terms of their construction contract. The work has been inspected by Schwarz Hanson Holdings. The project has been reviewed and accepted by the CIP Construction Manager and a financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

**TOPIC: APPROVE FINAL PLAT FOR JOB NO. 229-131 OVERTON PARK
ELEMENTARY SCHOOL IN CONJUNCTION WITH THE 2017 CAPITAL
IMPROVEMENT PROGRAM**

BACKGROUND:

This is the Final Plat for the new Overton Park Elementary School, property hereinafter described as Lots 1-B-1 and 1-B-2, Block C, Overton West Addition, an Addition to the City of Fort Worth, Tarrant County, Texas.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Final Plat For Job No. 229-131 Overton Park Elementary School In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Final Plat For Job No. 229-131 Overton Park Elementary School In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Final Plat For Job No. 229-131 Overton Park Elementary School In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

No Cost

COST:

N/A

VENDOR:

N/A

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

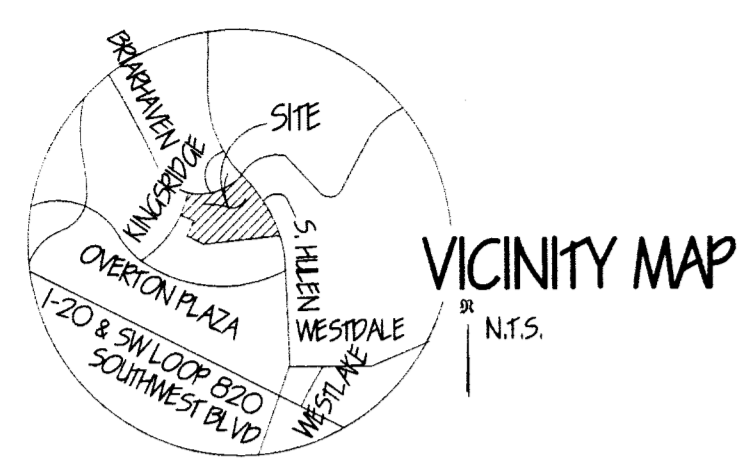
Capital Improvement Program
TEA #229 Overton Park Elementary School

RATIONALE:

The approval of the Final Plat for Job No. 229-131 Overton Park Elementary School is necessary to ensure that the construction of the project will be completed by the Fall of 2020.

INFORMATION SOURCE:

Vicki Burris



NOTES:
 DENOTES MONUMENTS USED FOR BASIS OF BEARING.
 BASIS OF BEARING IS THE PLAT RECORDED IN VOLUME 388-74, PAGE 2.
 SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.
 OVERALL AREA: 11.693 ACRES

ACCORDING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 484302028K AND 484302029K, EFFECTIVE DATE: 9-25-09, THIS PROPERTY LIES IN ZONE X AND DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD AREA.
 UTILITY EASEMENTS
 ANY PUBLIC FRANCHISED UTILITY, INCLUDING THE CITY OF FORT WORTH, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCE, TREE, SHRUB, OTHER GROWTH OR IMPROVEMENTS WHICH IN ANY WAY ENDANGERS OR INTERFERES WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THE PLAT, AND THEY SHALL HAVE THE RIGHT AT ALL TIMES TO ACCESS AND EGRESS UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, REPAIRING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.

CONSTRUCTION PROHIBITED OVER EASEMENTS
 NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED OVER ANY EXISTING OR PLATTED WATER, SANITARY SEWER, DRAINAGE GAS, ELECTRIC, CABLE OR OTHER UTILITY EASEMENT OF ANY TYPE.
 PARKWAY PERMIT
 PARKWAY IMPROVEMENTS SUCH AS CURB & GUTTER, PAVEMENT TE-IN, DRIVE APPROACHES, SIDEWALKS AND DRAINAGE INLETS MAY BE REQUIRED AT TIME OF BUILDING PERMIT APPLICATION TO A PARKWAY DEPT.

LAND USE TABLE	
LOT 1-B-1	CHURCH
248,591 S.F.	
LOT 1-B-2	SCHOOL
260,774 S.F.	

COVENANTS OR RESTRICTIONS ARE UNALTERED
 THIS REPLAT DOES NOT VACATE THE PREVIOUS PLAT OF RECORD GOVERNING THE REMAINDER OF THE SUBDIVISION, NOR DOES IT AMEND OR REMOVE ANY DEED COVENANTS OR RESTRICTIONS.

WATER/WASTEWATER IMPACT FEES
 THE CITY OF FORT WORTH HAS AN ORDINANCE IMPLEMENTING THE ASSESSMENT AND COLLECTION OF WATER AND WASTEWATER IMPACT FEES. THE TOTAL AMOUNT ASSESSED IS ESTABLISHED ON THE RECORDATION DATE OF THIS PLAT APPLICATION, BASED ON SCHEDULE 1 OF THE CURRENT IMPACT FEE ORDINANCE. THE AMOUNT TO BE COLLECTED IS DETERMINED UNDER SCHEDULE 1 THEN IN EFFECT ON THE DATE A BUILDING PERMIT IS ISSUED, OR THE CONNECTION DATE TO THE MUNICIPAL WATER AND/OR WASTEWATER SYSTEM.

TRANSPORTATION IMPACT FEES
 THE CITY OF FORT WORTH HAS AN ORDINANCE IMPLEMENTING THE ASSESSMENT AND COLLECTION OF TRANSPORTATION IMPACT FEES. THE TOTAL AMOUNT ASSESSED IS ESTABLISHED ON THE APPROVAL DATE OF THIS PLAT APPLICATION, BASED ON SCHEDULE 1 OF THE IMPACT FEE ORDINANCE IN EFFECT AS OF THE DATE OF THE PLAT. THE AMOUNT TO BE COLLECTED IS DETERMINED UNDER SCHEDULE 2 OF SAID ORDINANCE, AND IS DUE ON THE DATE A BUILDING PERMIT IS ISSUED.

SIDEWALKS
 SIDEWALKS AND STREET LIGHTS ARE REQUIRED ADJACENT TO BOTH SIDES OF ALL PUBLIC AND PRIVATE STREETS IN CONFORMANCE WITH THE SIDEWALK POLICY PER "CITY DEVELOPMENT DESIGN STANDARDS".

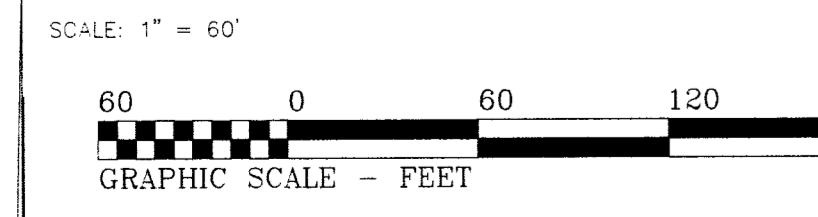
BUILDING PERMITS
 NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL AN APPROPRIATE CPA OR OTHER ACCEPTABLE PROVISIONS ARE MADE FOR THE CONSTRUCTION OF ANY HURDLE WATER, SEWER, STORM DRAIN, STREET LIGHTS, SIDEWALKS OR PAVING IMPROVEMENTS, AND APPROVAL IS FIRST OBTAINED FROM THE CITY OF FORT WORTH.

BUILDING CONSTRUCTION DISTANCE LIMITATION TO AN OIL OR GAS WELL BORE
 PURSUANT TO THE FORT WORTH CITY CODE, NO BUILDING(S) NOT NECESSARY TO THE OPERATION OF AN OIL OR GAS WELL SHALL BE CONSTRUCTED WITHIN THE SETBACKS REQUIRED BY THE CURRENT GAS WELL ORDINANCE AND ADOPTED FIRE CODE FROM ANY EXISTING OR PERMITTED OIL OR GAS WELL BORE. THE DISTANCE SHALL BE MEASURED IN A STRAIGHT LINE FROM THE WELL BORE TO THE CLOSEST EXTERIOR POINT OF THE BUILDING, WITHOUT REGARD TO INTERVENING STRUCTURES OR OBJECTS.

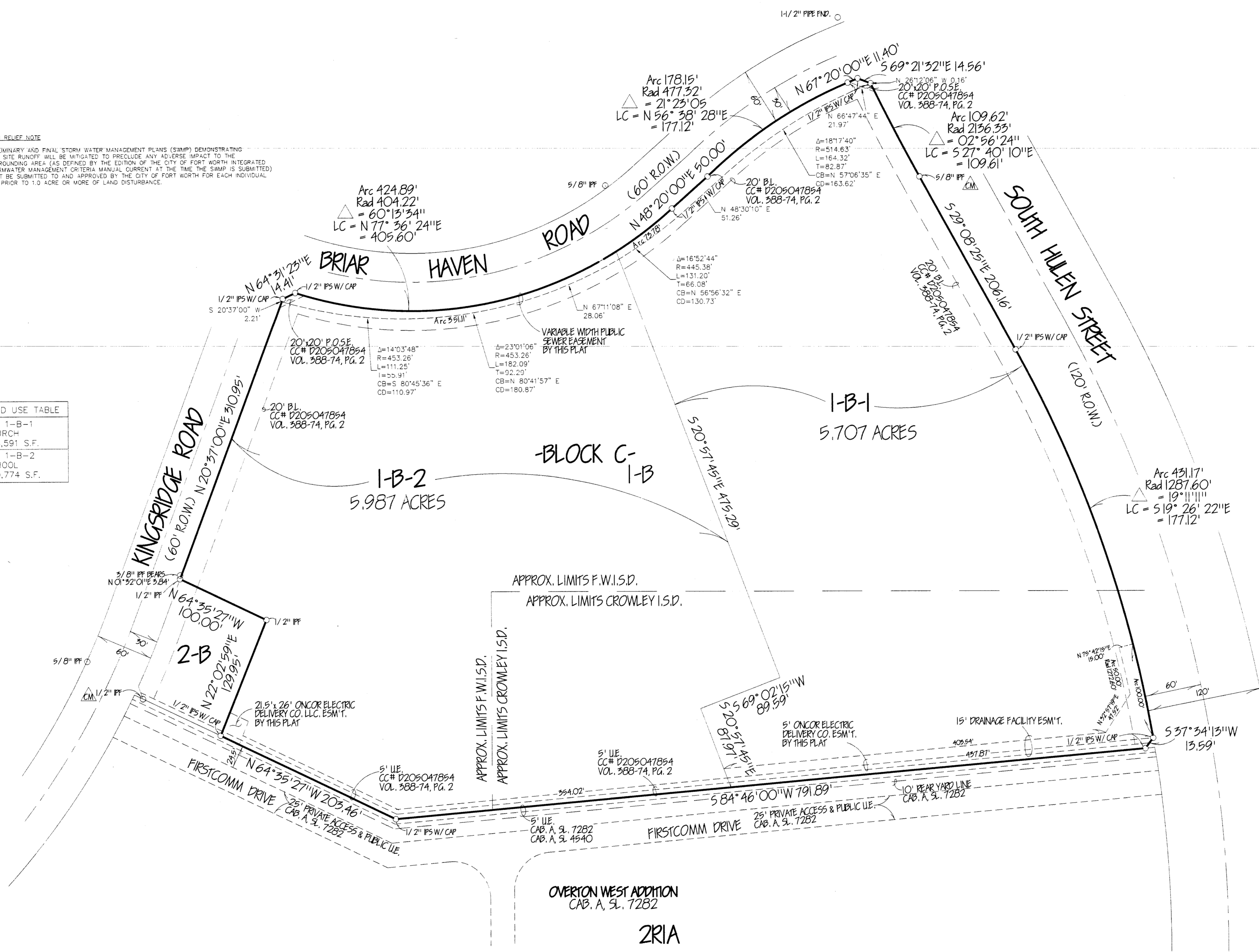
PRIVATE COMMON AREAS AND FACILITIES
 THE CITY OF FORT WORTH SHALL NOT BE HELD RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE OR OPERATION OF ANY LOTS CONTAINING PRIVATE COMMON AREAS OR FACILITIES IDENTIFIED AS SUCH ON THIS PLAT. SAID AREAS SHALL INCLUDE, BUT NOT BE LIMITED TO, PRIVATE STREETS, EMERGENCY ACCESS EASEMENTS, GATED SECURITY ENTRANCES, RECREATION AREAS, LANDSCAPED AREAS AND OPEN SPACES, WATER AND WASTEWATER DISTRIBUTION SYSTEMS AND TREATMENT FACILITIES, AND RECREATION/CLUBHOUSE/EXERCISE BUILDINGS, AND FACILITIES. THE LANDOWNERS AND SUBSEQUENT OWNERS OF THE LOTS AND PARCELS IN THIS SUBDIVISION ACTING JOINTLY AND SEVERALLY AS A LAND OWNERS ASSOCIATION, SHALL BE RESPONSIBLE FOR SUCH CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF THE SUBDIVISION'S PRIVATE COMMON AREAS AND FACILITIES, AND SHALL AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF FORT WORTH, TEXAS, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS ASSOCIATION, AS SET FORTH HEREIN.

PRIVATE MAINTENANCE
 THE CITY OF FORT WORTH SHALL NOT BE HELD RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, PUBLIC ACCESS EASEMENTS, PUBLIC PEDESTRIAN ACCESS EASEMENTS, RECREATION AREAS, OPEN SPACES AND DRAINAGE FACILITIES, AND SAID OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF FORT WORTH, TEXAS, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.

VARIABLE WIDTH PUBLIC SEWER EASEMENT DESIGNED BY PACHEGO KOCH.



PRELIMINARY AND FINAL STORM WATER MANAGEMENT PLANS (SWMP) DEMONSTRATING HOW SITE RUNOFF WILL BE MITIGATED TO PRECLUDE ANY ADVERSE IMPACT TO THE SURROUNDING AREA (AS DEFINED BY THE EDITION OF THE CITY OF FORT WORTH INTEGRATED STORMWATER MANAGEMENT CRITERIA MANUAL CURRENT AT THE TIME THE SWMP IS SUBMITTED) MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF FORT WORTH FOR EACH INDIVIDUAL LOT PRIOR TO 1.0 ACRE OR MORE OF LAND DISTURBANCE.



CITY OF FORT WORTH, TEXAS
 CITY PLAN COMMISSION
 THIS PLAT IS VALID ONLY IF RECORDED WITHIN 90 DAYS AFTER DATE OF APPROVAL.
 PLAT APPROVED DATE: _____
 BY: _____ CHAIRMAN
 _____ SECRETARY



I DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AS SURVEYED ON THE GROUND.
 BY: _____
 DATE: _____

OWNERS:
 CONGREGATION AHAVATH SHOLOM
 4050 S. HULLEN STREET
 FORT WORTH, TX. 76109
 FORT WORTH INDEPENDENT SCHOOL DISTRICT
 100 NORTH UNIVERSITY DRIVE
 FORT WORTH, TX. 76107
 SURVEYOR:
 SUSAN L. STEWART, R.P.L.S.
 FULTON SURVEYING, INC.
 115 ST. LOUIS AVENUE
 FORT WORTH, TEXAS 76104
 817-335-3625 OFFICE
 fultonsurveying@bcglobal.net

CASE # FS-18-099
 PLAT FILED _____, 2019
 INSTRUMENT NO. _____
 TARRANT COUNTY PLAT RECORDS

STATE OF TEXAS:
 COUNTY OF TARRANT:
 WHEREAS Congregation Ahavath Shalom and Fort Worth Independent School District are the sole owners of a portion of Lot 1-B, Block C, OVERTON WEST ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in CC# D205047854, Plat Records, Tarrant County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
 THAT, Congregation Ahavath Shalom and Fort Worth Independent School District do hereby adopt this plat designating the hereinafter described property as Lots 1-B-1 and 1-B-2, Block C, OVERTON WEST ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, and do hereby dedicate to the public's use the streets, alleys and easements shown hereon.
 WITNESS OUR HANDS at Fort Worth, Tarrant County, Texas this _____ day of _____, 2019.

Jerry M. Stein
 President, Congregation Ahavath Shalom

STATE OF TEXAS
 COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Jerry M. Stein, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2019.

Notary Public in and for
 The State of Texas
 My Commission Expires: _____

WITNESS OUR HANDS at Fort Worth, Tarrant County, Texas this _____ day of _____, 2019.

Jacinto Ramos, Jr.
 FWISD Board President

STATE OF TEXAS
 COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Jacinto Ramos, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2019.

Notary Public in and for
 The State of Texas
 My Commission Expires: _____

FINAL PLAT
 Lots 1-B-1 and 1-B-2, Block C
 OVERTON WEST ADDITION
 Being a Replat of
 Lot 1-B, Block C
 OVERTON WEST ADDITION
 An Addition to the City of Fort Worth, Tarrant County, Texas
 According to the Plat recorded in CC# D205047854
 Plat Records, Tarrant County, Texas

FULTON SURVEYING, INC.
 115 ST. LOUIS AVENUE
 FORT WORTH, TEXAS 76104
 (817) 335-3625
 FAX (817) 335-3625
 TPLS FIRM #10065300

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2019**

**TOPIC: APPROVE THE MINUTES OF THE OCTOBER 17, 2018 FACILITY
MASTER PLAN COMMITTEE MEETING**

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the special committee to help in the development of a Facilities Master Plan (FMP). The purpose of the Facility Master Plan is to provide a valuable fact-based planning tool for future facility-related decision making that is consistent with and supportive of the academic mission. Minutes from the October 17, 2018 meeting held at Carter-Riverside High School have been reviewed and approved by the FMP members.

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Minutes of the October 17, 2018 Facility Master Plan Committee Meeting
2. Decline to Approve the Minutes of the October 17, 2018 Facility Master Plan Committee Meeting
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Minutes of the October 17, 2018 Facility Master Plan Committee Meeting

FUNDING SOURCE

Additional Details

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Facility Master Plan Committee

RATIONALE:

The special board committee was created to guide in the development of a facility master plan.

INFORMATION SOURCE:

Art Cavazos



Facilities Master Plan (FMP) Committee Meeting Minutes
October 17, 2018
Carter Riverside High School-Library
1:00 P.M. – 2:30 P.M.

CALL TO ORDER

Mr. Ramos called meeting to order at 1:00 P.M.

DISCUSSION ITEMS:

1. Reviewed and approved the minutes from the May 18, 2018 Facility Master Plan Committee Meeting.
2. 2017 Bond Update presented by Presidio
 - Program Overview of the total bond program in the amount \$750 million bond.
 - Projects were identified as 15 Quick Start Projects and 18 Large Projects
3. Enrollment Projections provided by Mike Naughton
 - Ten Year Enrollment History was presented and the decline in enrollment projections.
 - Factors impacting enrollment were identified as declining birth rates and charter school competition.
4. Facility Master Plan Updates
 - Facility Needs provided by Brian Mathis and Art Cavazos

Bond Contingency + TRE 2019 Projects

Description	Budget
Multiple Schools PA Systems	\$ 1,200,000.00
Middle Schools - Track Repairs	\$ 1,500,000.00
JP Elder - Mechanical / HVAC	\$ 1,000,000.00
Sunrise McMillan - Community Resource Center	\$ 800,000.00
Middle Schools - Restroom Modernization	\$ 14,000,000.00
Middle Schools – Facility Repairs	\$ 2,200,000.00
Middle Schools of Choice - Walking Tracks	\$ 900,000.00
Elementary Schools High Priority Items	\$ 2,000,000.00
Totals	\$ 23,600,000.00

- Bond capacity analysis provided by Elsie Schiro
 - 2017 Bond sold over 5 years (originally 6)
 - Taxable Appraised Value (TAV) Growth-3%annually
 - Interest rates not to exceed 5%
 - 25 years bonds for capital projects (TRE to pay for Shorter Term Assets)

5. 2013 Bond Update

- An update on IM Terrell Academy for Stem & Visual Performing Arts was provided by David Saenz.

Meeting adjourned at 3:00 p.m.

Attendees: *members*

Kent Scribner
 Art Cavazos
 Sherry Brced
 Anael Luebanos

Jerry Moore
 Christene Moss
 Jacinto "Cinto"
 Ramos JR

Elsie Schiro
 Karen Molinar
 Cherie Washington

Signature: _____

Mrs. Tobi Jackson, Chair

Two Δs were made.
 - spelling of Luebanos v to b
 - members to attendees
 (see above)

**ACTION AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE BOARD RESOLUTION TO AUTHORIZE ACQUISITION OF LOTS 4, 5, 6 AND 7, PRINCE ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, KNOWN AS 5062, 5070 AND 5074 WILLIE STREET WITH MARKET VALUE FINAL OFFER, OR BY EMINENT DOMAIN IF FINAL OFFER IS DECLINED

BACKGROUND:

Fort Worth ISD has determined that a public necessity exists to expand the Young Men's Leadership Academy as set forth in the 2017 Capital Improvement Program. The properties at 5062, 5070 and 5074 are in the immediate vicinity of the school and Fort Worth ISD needs to acquire those properties for expansion of the school site or sites upon which to construct, reconstruct and/or renovate public school buildings or related facilities and improvements, including parking facilities and to fulfill the public necessity and public purpose. The initial and final offer for 5062 Willie Street—owned by Tammie Cornelius—is \$38,000. The initial and final offer for both 5070 and 5074 Willie Street—owned by Hermelinda Martinez—is \$80,000. These offers are supported by an appraisal report prepared by a certified real estate appraiser.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Board Resolution to Authorize Acquisition of Lots 4, 5, 6 and 7, Prince Addition to the City of Fort Worth, Tarrant County, Texas, known as 5062, 5070 and 5074 Willie Street with Market Value Final Offer to the property owners, or by Eminent Domain if Final Offer is Declined.
2. Decline to Approve Board Resolution to Authorize Acquisition of Lots 4, 5, 6 and 7, Prince Addition to the City of Fort Worth, Tarrant County, Texas, known as 5062, 5070 and 5074 Willie Street with Market Value Final Offer to the property owners, or by Eminent Domain if Final Offer is Declined.
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Board Resolution to Authorize Acquisition of Lots 4, 5, 6 and 7, Prince Addition to the City of Fort Worth, Tarrant County, Texas, known as 5062, 5070 and 5074 Willie Street with Market Value Final Offer to the property owners, or by Eminent Domain if Final Offer is Declined.

FUNDING SOURCE

CIP 2017

671-81-6619-B46-918-99-000-000000

Additional Details

COST:

\$118,000

VENDOR:

Not Applicable

PURCHASING MECHANISM

Sole Source

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations
Capital Improvement Program

RATIONALE:

The acquisition of these properties is necessary for the development of the campus.

INFORMATION SOURCE:

Art Cavazos
Vicki Burris

RESOLUTION AND MOTION TO APPROVE FINAL OFFER AND ACQUISITION, BY EMINENT DOMAIN, IF NECESSARY, LOTS 4, 5, 6 AND 7, PRINCE ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, KNOWN AS 5062, 5070 AND 5074 WILLIE STREET, FORT WORTH, TEXAS 76105 (THE "PROPERTIES")

**BOARD MEETING
FORT WORTH INDEPENDENT SCHOOL DISTRICT
September 24, 2019**

On this 24th day of September, 2019, the Board of Education of the Fort Worth Independent School District (the "**FWISD**") convened in regular session with a quorum of its members present, and;

WHEREAS, FWISD has determined that a public necessity exists to acquire fee simple title to 5062, 5070 and 5074 Willie Street, Fort Worth, Texas 76105, comprised of Lots 4, 5, 6 and 7, Prince Addition to the City of Fort Worth, Tarrant County, Texas for the public purpose of securing sites upon which to construct, reconstruct and/or renovate public school buildings or related facilities and improvements, including parking facilities, or for any other purpose which may be deemed necessary by the **FWISD** to carry out its public purposes, all according to the provisions of the Texas Constitution and laws of the State of Texas; and

WHEREAS, the property at 5062 Willie Street is owned by Tammie Cornelius, 5108 Willie Street, Fort Worth, TX 76105. The properties at 5070 and 5074 Willie Street are owned by Hermelinda Martinez, 5070 Willie Street, Fort Worth, TX 76105; and

WHEREAS, previous efforts to negotiate a purchase of the property based upon the market value as determined by the appraisal report of a certified real estate appraiser engaged by the **FWISD** have been unsuccessful;

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED THAT the Board of Education of the Fort Worth Independent School District, in accordance with

local, state, and federal laws, local policies, and other pronouncements and regulations, does hereby adopt the following RESOLUTION:

1. The Fort Worth Independent School District Board of Education hereby authorizes counsel to make final offers to purchase 5062, 5070 and 5074 Willie Street from each property owner as set forth above.
2. In the event said final offers are declined, further authorize counsel to initiate and exercise condemnation proceedings and take all other necessary actions in furtherance of the **FWISD's** power of eminent domain for the purposes of acquiring fee simple titles to 5062, 5070 and 5074 Willie Street.

The above Resolution and Order being read, a motion was made by _____, seconded by _____ that this Resolution above and foregoing be passed, approved, and adopted.

APPROVED:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Jacinto "Cinto" Ramos, Jr., President,
Fort Worth Independent School District
Board of Education

ATTEST:

Quinton Phillips, Secretary,
Fort Worth Independent School District
Board of Education

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**ACTION AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2019A” IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS.

BACKGROUND:

On November 7, 2017, the voters approved the issuance of \$749,735,000 (the “2017 Authorization Amount”) in school bonds for the purpose of construction, renovation, acquisition and equipment of school buildings and school facilities within the District and the purchase of the necessary sites for school buildings and school facilities, including, but not limited to, a new relief elementary school, a new Leadership Academy, the relocation of an existing school facility, classroom additions, renovations to existing high schools, capital improvements, athletics and fine arts improvements, and technology improvements. The District sold the first series of bonds under the 2017 Authorization Amount in May of 2018 to fund \$185,375,000 for the authorized projects. Given the low interest rate environment, the District desires to issue the second series of bonds under the 2017 Authorization Amount for an amount not to exceed \$200,000,000 to fund the authorized projects, subject to market conditions. The District is considering the adoption of an Order authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2019;” to levy a continuing direct annual ad valorem tax for the payment of said Bonds; and to resolve other matters incident and related to the issuance, sale, payment and delivery of said Bonds, including the approval and execution of a Purchase Contract, and the approval and distribution of a Preliminary Official Statement and an Official Statement; and delegating matters relating to the sale, issuance and delivery of the Bonds to authorized District officers.

The authority to issue the 2019 School Building Bonds and the delegation to the Superintendent and/or the Chief Financial Officer to negotiate certain terms with respect thereto shall terminate 180 days from the date hereof.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2019A” in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District Officials.
2. Decline to Approve Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2019A” in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District Officials.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2019A” in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District.

FUNDING SOURCE

Additional Details

Not Applicable

Repayment of Bonds attained via District’s Debt Service Tax Rate

COST:

Estimated Transaction Costs to be financed (Underwriters' Discount and Costs of Issuance): up to \$1,306,000 depending on the final sizing.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Business & Finance

RATIONALE:

Bonds are authorized to be issued pursuant to the Constitution and general Laws of the State of Texas, including Section 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended, and an election held on November 7, 2017, and approved by a majority of the participating voters of the Fort Worth Independent School District.

INFORMATION SOURCE:

Elsie I. Schiro

APPROVE ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2019A” IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

September 24, 2019

TABLE OF CONTENTS

Section 1. Authorization; Series Designation; Principal Amount; Purpose; Bond Date 1

Section 2. Fully Registered Interest Paying Obligations; Terms 2

Section 3. Delegation of Sale of Bonds 2

Section 4. Terms of Payment - Paying Agent/Registrar 3

Section 5. Registration; Transfer; Exchange of Bonds; Predecessor Bonds..... 4

Section 6. Book Entry Only Transfers and Transactions..... 5

Section 7. Execution; Registration..... 6

Section 8. Initial Bond 6

Section 9. Forms 6

Section 10. Levy of Taxes 7

Section 11. Mutilated, Destroyed, Lost and Stolen Bonds 8

Section 12. Satisfaction of Obligation of District; Defeasance 8

Section 13. Order a Contract; Amendments; Outstanding Bonds 9

Section 14. Covenants to Maintain Tax-Exempt Status 10

Section 15. Sale of Bonds: Purchase Contract and Official Statement Approval..... 13

Section 16. Control and Custody of Bonds..... 13

Section 17. Proceeds of Sale..... 13

Section 18. Notices to Holders - Waiver 14

Section 19. Cancellation 14

Section 20. Bond Counsel Opinion..... 14

Section 21. CUSIP Numbers 14

Section 22. Benefits of Order 14

Section 23. Inconsistent Provisions 15

Section 24. Governing Law 15

Section 25. Effect of Headings 15

Section 26. Construction of Terms	15
Section 27. Severability	15
Section 28. Incorporation of Findings and Determinations	15
Section 29. Permanent School Fund Guarantee.....	15
Section 30. Bond Insurance	16
Section 31. Credit Enhancement.....	16
Section 32. Continuing Disclosure Undertaking	16
Section 33. Further Procedures	20
Section 34. Public Meeting.....	20
Section 35. Effective Date	20

Exhibit A: Form of Bond

APPROVE ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2019A” IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

WHEREAS, the Board of Education (the “Board”) of the Fort Worth Independent School District (the “District”) deems it necessary and advisable to authorize and deliver an installment of the bonds approved at an election held on November 7, 2017 (the “Bond Election”) for the purposes of construction, renovation, acquisition and equipment of school buildings and school facilities within the District and the purchase of the necessary sites for school buildings and school facilities, including, but not limited to, a new relief elementary school, a new Leadership Academy, the relocation of an existing school facility, classroom additions, renovations to existing high schools, capital improvements, athletics and fine arts improvements, and technology improvements (the “2017 Authorization”) (\$749,735,000.00 voted; \$185,375,000 previously issued; \$564,360,000 remaining to be issued); and

WHEREAS, an aggregate original principal amount not to exceed \$200,000,000 of bonds hereinafter authorized are to be part of the 2017 Authorization and are being issued and delivered pursuant to Chapter 1371, Texas Government Code, as amended (“Chapter 1371”), Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, and other applicable laws; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Chapter 1371, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued and negotiated, and the terms of sale thereof; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interest of the District to authorize the issuance of bonds and provide for the terms of such bonds to be included in one or more Pricing Certificates to be executed by the Pricing Officer (as such terms are defined herein), all in accordance with the provisions of Chapter 1371; and

WHEREAS, contemporaneously with the authorization of the Bonds, the District has authorized its Unlimited Tax Refunding Bonds, Series 2019B;

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

Section 1. Authorization; Series Designation; Principal Amount; Purpose; Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued in one or more series in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2019A” and any additional series specified in a Pricing Certificate (herein referred to collectively as the “Bonds”), for the purpose of providing funds for (1) the purposes authorized under the 2017 Authorization, and (2) paying the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended, and other applicable laws of the State of Texas. The Bonds shall be dated as provided in the Pricing Certificate (the “Bond Date”).

Section 2. Fully Registered Interest Paying Obligations; Terms. The Bonds shall be issued as fully registered obligations, without coupons, and shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details set forth in the Pricing Certificate. Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the Pricing Certificate.

Section 3. Delegation of Sale of Bonds.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Superintendent of Schools or the Chief Financial Officer (each a “Pricing Officer”) is authorized to act on behalf of the District in selling and delivering the Bonds in one or more series, and carrying out the other procedures specified in this Order, including, determining the aggregate principal amount of each series of Bonds, the date of each series of Bonds, any additional or different designation or title by which the Bonds shall be known, determining whether the Bonds shall be issued in one or more series, the price at which each series of the Bonds will be sold, the manner of sale (competitive bid or negotiated), the years in which each series of the Bonds will mature, the principal amount of each series of Bonds to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be issued on a tax-exempt or taxable basis, the designation of a paying agent/registrar, the designation of one or more funds for the payment of the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds, including without limitation any modification of the continuing disclosure undertaking set forth in Section 32, modification of the definition of “Government Securities” set forth in Section 12, obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$200,000,000;
- (ii) the maximum true interest cost of each series of Bonds shall not exceed 4.00%;
- (iii) the final maturity of Bonds shall not be longer than February 15, 2044;

The execution of the applicable Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (as defined herein).

(b) In establishing the aggregate principal amount of each series of the Bonds, the Pricing Officer shall establish an amount for such series not exceeding the amounts authorized in Section 3(a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to one year from the date of adoption of this Order. The Pricing Officer may exercise such delegation on more than one occasion during such time period. The final series of Bonds issued hereunder must be sold not later than one year from the date of adoption of this Order (though the

closing of a particular series of Bonds sold in accordance with this provision may occur after such date, so long as such closing period is determined by a Pricing Officer to be of reasonable duration).

(c) If the Pricing Officer determines that a series of Bonds should be sold by a negotiated sale, the Pricing Officer shall designate the senior managing underwriter for such series of Bonds and such additional investment banking firms as deemed appropriate to assure that such Bonds are sold on the most advantageous terms to the District. The Pricing Officer, acting for and on behalf of the District, is authorized to enter into and carry out the terms of a bond purchase agreement for the applicable series of Bonds to be sold by negotiated sale, with the underwriter(s) thereof at such price, with and subject to such terms as determined by the Pricing Officer subject to the parameters set forth in this Order. Any such bond purchase agreement shall be substantially in a form and substance acceptable to the Pricing Officer. The Pricing Officer shall cause to be prepared an official statement in such manner as the Pricing Officer deems appropriate.

(d) If the Pricing Officer determines that a series of Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for such Bonds, to receive such bids, and to award the sale of such Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

(e) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the District's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. Terms of Payment - Paying Agent/Registrar.

(a) The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar for the Bonds, and the payment thereof shall be in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

(b) In each applicable Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for each series of Bonds. Books and records relating to the registration, payment, exchange and transfer of each series of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of one or more "Paying Agent/Registrar Agreements" substantially in the form and substance as shall be approved by the Pricing Officer and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreements in connection with the delivery of each series of the Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

(c) Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the applicable Pricing Certificate (the “Designated Payment/Transfer Office”); provided, however, that while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest accrued on the Bonds shall be payable at its Stated Maturity or redemption by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be the last business day of the month next preceding each interest payment date) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(d) In the event of a nonpayment of interest on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 5. Registration; Transfer; Exchange of Bonds; Predecessor Bonds.

(a) The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like series, if applicable, of like kind, maturity, and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

(b) Upon surrender of any Bond (other than the Initial Bond authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity, of like series, if applicable, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

(c) At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 8 hereof) may be exchanged for other Bonds of like series, if applicable, of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for

exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

(d) All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

(e) All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

(f) Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

(g) Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

Section 6. Book Entry Only Transfers and Transactions.

(a) Notwithstanding the provisions contained in Section 4 and Section 5 hereof relating to the payment, and transfer and exchange of the Bonds, the District hereby approves and authorizes the use of the "Book Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

(b) Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book entry clearance and settlement of securities transactions in general or the District determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC

Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Section 4 and Section 5 hereof.

Section 7. Execution; Registration.

(a) The Bonds shall be executed on behalf of the District by the President of the Board under its seal reproduced or impressed thereon and attested by the Secretary of the Board. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

(b) No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Part C of Exhibit A, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Part D of Exhibit A, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 8. Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount noted and numbered T-1 (hereinafter called the "Initial Bond") and the Initial Bond shall be registered in the name of the initial purchaser or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like series, of like kind, and of authorized denominations, Stated Maturity, principal amount and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9. Forms.

(a) *Forms Generally.* The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in Exhibit A hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order or the applicable Pricing Certificate. The Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate, and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund, if applicable, or being insured, if applicable, and any reproduction of an opinion of counsel) thereon

as may, consistently herewith, be established by the District or determined by the Pricing Officer. The Pricing Certificate(s) shall set forth the final and controlling terms of each series of Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

(b) The definitive Bonds and the Initial Bonds shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

Section 10. Levy of Taxes.

(a) To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on the Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in one or more special funds as specified in one or more Pricing Certificates (the "Interest and Sinking Fund"), which Interest and Sinking Fund shall be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, if any, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

(b) The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Section 45.0031, Texas Education Code, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on the Bonds unless the District has deposited to the credit of the applicable Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with said Section 45.0031. Furthermore, in the event the District receives state assistance for the Bonds under Chapter 46, Texas Education Code, as amended, and while said Chapter 46 or any substitute program therefor requires such state assistance to be deposited to the applicable Interest and Sinking Fund for the Bonds, the District covenants and agrees to deposit to the credit of the applicable Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for the Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the appropriate Interest and Sinking Fund.

(c) The President, Vice President and Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer, of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption

prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

Section 11. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, of like series, if applicable, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

(b) Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

(c) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

Section 12. Satisfaction of Obligation of District; Defeasance.

(a) If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Order and the applicable Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

(b) Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when:

(i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or

(ii) Government Securities (as defined below) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

(c) Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the applicable Pricing Certificate, the term “Government Securities,” as used herein, means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) any securities and obligations now or hereafter authorized by State law that are eligible to defease obligations such as the Bonds.

(d) Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Section 13. Order a Contract; Amendments; Outstanding Bonds.

(a) This Order, together with the Pricing Certificate applicable to each series of Bonds issued hereunder, shall constitute a contract with the respective Holders of each such series from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 32 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provisions of the applicable Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount of any affected series of Bonds then Outstanding, amend, add to, or

rescind any of the provisions of this Order; provided that, without the consent of all Holders 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 applicable series of 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 applicable series of Bonds,

(ii) give any preference to any Bond within such series over any other Bond within such series,

(iii) reduce the aggregate principal amount of Bonds within such series required to be held by Holders for consent to any such amendment, addition, or rescission.

(b) The term “Outstanding” when used in this Order with respect to each series of Bonds means, as of the date of determination, all Bonds within such series theretofore issued and delivered under this Order, except:

(i) those Bonds within such series cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Bonds within such series deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and

(iii) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

Section 14. Covenants to Maintain Tax-Exempt Status.

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

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

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

“*Computation Date*” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148 1(c) of the Regulations, of the Bonds.

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

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in 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 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 receives 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 prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the District or 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, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such 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 any property acquired, constructed, or improved with such Gross Proceeds 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 final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of 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 the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) *Rebate of Arbitrage Profits.* Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The District shall account for all Gross Proceeds (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 accounting for at least six (6) years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the construction fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to

discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of 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 prior to the earlier of the 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) *Elections.* The District hereby directs and authorizes the President, Vice President and Secretary of the Board, Superintendent of Schools and Chief Financial Officer of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

(k) *Declaration of Official Intent of Reimbursement.* This Order is intended to satisfy the official intent requirements in section 1.150-2 of the Treasury Regulations.

Section 15. Sale of Bonds: Purchase Contract and Official Statement Approval.

(a) Subject to the provisions of Sections 1 and 3, the Bonds authorized by this Order are to be sold by the District to one or more initial purchasers (herein referred to individually as the "Purchaser," and collectively as the "Purchasers") in accordance with a successful bid or a bond purchase agreement (the "Purchase Contract"). The terms and provisions of any Purchase Contract are to be determined by the Pricing Officer, in accordance with Section 3 hereof.

(b) The Pricing Officer is hereby authorized and directed to execute said Purchase Contract for and on behalf of the District and as the act and deed of this Board.

(c) The Pricing Officer is hereby authorized, in the name and on behalf of the District, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to each series of the Bonds to be used by the Purchaser in the marketing of such Bonds.

Section 16. Control and Custody of Bonds. The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Section 17. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, accrued interest received from the Purchasers of the Bonds and premium in the amount, if any) shall be deposited to the credit of a construction account maintained on the books and records of the District and, if not immediately invested, in a fund kept at a depository bank of the District. Pending expenditure for authorized projects and purposes, such proceeds of sale deposited to the construction fund may be invested in authorized investments in accordance with the provisions of Chapter 2256, Texas Government Code, including guaranteed investment contracts permitted in Section 2256.015, et seq, Texas Government Code, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in

the Interest and Sinking Fund as shall be determined by the Board of Trustees. Accrued interest and premium in the amount, if any, specified in the applicable Pricing Certificate received from the sale of the Bonds and any excess bond proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund. Any proceeds representing premium received in connection with the sale of the Bonds shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code, as amended.

Section 18. Notices to Holders - Waiver.

(a) Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

(b) In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 19. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

Section 20. Bond Counsel Opinion. The obligation of the Purchaser to accept delivery of any series of Bonds is subject to being furnished final opinions of Kelly Hart & Hallman LLP, Fort Worth, Texas, and Escamilla & Poneck, LLP, Fort Worth, Texas, approving the Bonds as to their validity, said opinions to be dated and delivered as of the date of delivery and payment for such series of the Bonds. True and correct reproductions of said opinions are hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book Entry Only System used in the settlement and transfer of the Bonds. In addition, the Board authorizes the Superintendent of Schools, his designee or the Pricing Officer, to execute any necessary engagement agreement with such firm as the Bond Counsel to the District.

Section 21. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 22. Benefits of Order. Nothing in this Order or any Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this

Order or any Pricing Certificate or any provision hereof, this Order and each Pricing Certificate and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

Section 23. Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or the applicable Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 24. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 25. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 26. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

Section 27. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 28. Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

Section 29. Permanent School Fund Guarantee. Any series of the Bonds may be sold with the principal of and interest thereon being guaranteed by the "Permanent School Fund" created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioners of Education of the State of Texas (the "Commissioner") for the Bonds to be, subject to compliance with the Texas Education Agency's rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Subchapter C of Chapter 45, Texas Education Code, as amended. In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds as eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that

(a) Immediately following a determination of the District's inability to pay any principal payment or interest installment, on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (i) the District's inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds, (ii) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (iii) the name and address of the Paying Agent/Registrar for the Bonds, (iv) the date when funds for the payment of the Bonds or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (v) such other information as the Commissioner shall require.

(b) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(c) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code shall prevail, to the extent of conflict, over the provisions of Section 20 hereof, and such amount or amounts paid with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(d) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the Bonds.

(e) Written notice advising of the defeasance of the Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the Bonds, and such defeasance shall cause the guarantee of the Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

Section 30. Bond Insurance

Any series of the Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for such series of the Bonds and make the determination of the provisions of any commitment therefor.

Section 31. Credit Enhancement.

Any series of the Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program. Section 45.251, et seq., Texas Education Code. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

Section 32. Continuing Disclosure Undertaking.

(a) *Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) “Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) “MSRB” means the Municipal Securities Rulemaking Board.

(iii) “Rule” means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.

(iv) “SEC” means the United States Securities and Exchange Commission.

(b) *Annual Reports.*

(i) The District shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six (6) months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate. The updated information shall include audited financial statements of the District, when and if available, but in any case within twelve months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate. If audited financial statements are not available by the required time, the District shall provide unaudited financial statements of the type described in the first sentence of this subsection by the required time and audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be (A) prepared in accordance with the accounting principles described in the financial statements of the District appended to the Official Statement, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (B) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(ii) If the District changes its fiscal year, it will notify the MSRB of the change (and of 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 documents available to the public on the MSRB’s internet website or filed with the SEC.

(c) *Disclosure Event Notices.* The District shall notify the MSRB of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) business days after the occurrence of the event:

(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;
- (xiv) Appointment of a successor trustee or change in the name of the trustee, if material;
- (xv) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) 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 of the District 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, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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 subsection (b) of this Section by the time required by subsection (b).

- (d) *Filings with the MSRB.*

All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) *Limitations, Disclaimers, and Amendments.*

(i) The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the applicable series of Bonds for so long as, but only for so long as, the District remains an “obligated person” with respect to the applicable series Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an “obligated person”.

(ii) The provisions of this Section 32 are for the sole benefit of the Holders and 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 financial results, condition, or prospects of the District or the State of Texas 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.

(iii) 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 LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the District in observing or performing its obligations under this Section shall constitute 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.

(v) Notwithstanding anything herein to the contrary, the provisions of this Section 32 may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (A) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds 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 (B) either (1) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (2) any qualified person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions 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 the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 32(b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 33. Further Procedures. Any one or more of the President, Vice President and Secretary of the Board, the Superintendent of Schools and the Chief Financial Officer, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President and Secretary of the Board, the Superintendent of Schools, the Chief Financial Officer or Bond Counsel to the District are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551 of the Government Code, as amended.

Section 35. Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

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PASSED AND ADOPTED, this 24th day of September, 2019.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

/s/ Jacinto Ramos, Jr.

President, Board of Education

ATTEST:

/s/ Quinton Phillips

Secretary, Board of Education

(DISTRICT SEAL)

EXHIBIT A

FORMS.

(a) *Form of Definitive Bonds.*

NO. R-____ PRINCIPAL AMOUNT
\$ _____

**UNITED STATES OF AMERICA
STATE OF TEXAS
FORT WORTH INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND,
SERIES 2019A**

Bond Date Interest Rate Stated Maturity CUSIP No.
_____, 2019 _____% _____ 15, ____ _____

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The Fort Worth Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the date of its delivery to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing _____ 15, 20___. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of _____ (the Paying Agent/Registrar for this Bond) or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions

are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____,000 (herein referred to as the “Bonds”) for the purpose of providing funds for (1) the purposes authorized under the 2017 Authorization; and (2) paying the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended and pursuant to an Order adopted by the Board of Education of the District (herein referred to as the “Order”).

The Bonds maturing on and after [_____, 20__], may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

The Bonds maturing on [_____, 20__] (the “Term Bonds”) are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

<u>Redemption Date (2/15)</u>	<u>Principal Amount</u>
_____, 20__	\$ _____

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 45 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its Principal Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Principal Amount to be redeemed) shall become due and payable, and shall cease to accrue interest from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Principal Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the Principal

Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Principal Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Principal Amount at its Stated Maturity, or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that

due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Board of Education of the District has caused this Bond to be duly executed under the official seal of the District.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

President, Board of Education

ATTEST:

Secretary, Board of Education

(DISTRICT SEAL)

[remainder of page left blank intentionally]

(b) *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.*

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate 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

(COMPTROLLER'S SEAL)

[remainder of page left blank intentionally]

(c) *Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds.*

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in [_____], is the Designated Payment/Transfer Office for this Bond.

Registration Date: [_____], as Paying Agent/Registrar

By: _____
Authorized Signature

[remainder of page left blank intentionally]

(d) *Form of Assignment.*

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee: _____
(Social Security or other identifying number: _____)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

[remainder of page left blank intentionally]

(e) *The Initial Bond shall be in the form set forth in Part A of this Exhibit A, except that the form of the single fully registered Initial Bond shall be modified as follows:*

(i) immediately under the name of the bond the headings “Interest Rate _____” and “Stated Maturity _____” and “CUSIP NO. _____” shall be omitted;

(i) Paragraph one shall read as follows:

Registered Owner: _____

Principal Amount: _____ HUNDRED _____ MILLION _____ HUNDRED _____ THOUSAND AND NO/100 (\$_____,000.00)

The Fort Worth Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated in each of the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Installments</u>	<u>Interest</u> <u>Rate</u>
----------------------------------	---	--------------------------------

(Information to be inserted from Purchase Contract or Pricing Certificate)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid Principal Installments hereof from the date of its delivery to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360 day year of twelve 30 day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing on _____ 15, 201_. Principal Installments hereof are payable at their Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of [_____] (the Paying Agent/Registrar for this Bond) or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) *Permanent School Fund. If the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive and Initial Bonds shall bear an appropriate legend or certificate.*

**ACTION AGENDA ITEM
BOARD MEETING
SEPTEMBER 24, 2019**

TOPIC: APPROVE ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2019B” IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

BACKGROUND:

Given the low interest rate environment, the District desires to issue bonds to refinance up to \$66,000,000 of the District’s Unlimited Tax School Building Bonds, Series 2010 for present value savings, subject to market conditions. The District is considering the adoption of an Order authorizing the issuance of “Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2019;” to levy a continuing direct annual ad valorem tax for the payment of said Bonds; and to resolve other matters incident and related to the issuance, sale, payment, and delivery of said Bonds, including the approval and execution of a Purchase Contract, an Escrow Agreement, and the approval and distribution of a Preliminary Official Statement and an Official Statement; and delegating matters relating to the sale, issuance and delivery of the Bonds, and the redemption of the bonds refunded thereby to authorized District officers.

The authority to issue the 2019 School Building Bonds and the delegation to the Superintendent and/or the Chief Financial Officer to negotiate certain terms with respect thereto shall terminate 180 days from the date hereof.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Order Authorizing The Issuance Of “Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2019B” In One Or More Series; Levying A Continuing Direct Annual Ad Valorem Tax For The Payment Of Such Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Such Bonds, Including Establishing Procedures And Delegating Matters To Authorized District Officials.
2. Decline to Approve Order Authorizing The Issuance Of “Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2019B” In One Or More Series; Levying A Continuing Direct Annual Ad Valorem Tax For The Payment Of Such Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Such Bonds, Including Establishing Procedures And Delegating Matters To Authorized District Officials.
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Order Authorizing The Issuance Of “Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2019B” In One Or More Series; Levying A Continuing Direct Annual Ad Valorem Tax For The Payment Of Such Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Such Bonds, Including Establishing Procedures And Delegating Matters To Authorized District Officials.

FUNDING SOURCE

Additional Details

Not Applicable

Repayment of Bonds attained via District’s Debt Service Tax Rate

COST:

Estimated Transaction Costs to be financed (Underwriters' Discount and Costs of Issuance): up to \$467,000 depending on the final sizing.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Business & Finance

RATIONALE:

Bonds are authorized to be issued pursuant to the Constitution and general Laws of the State of Texas, including Chapters 1207, Texas Government Code, as amended.

INFORMATION SOURCE:

Elsie I. Schiro

APPROVE ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2019B” IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

September 24, 2019

TABLE OF CONTENTS

Section 1. Authorization; Series Designation; Principal Amount; Purpose; Bond Date 1

Section 2. Fully Registered Interest Paying Obligations; Terms 2

Section 3. Delegation of Sale of Bonds 2

Section 4. Terms of Payment - Paying Agent/Registrar 4

Section 5. Registration; Transfer; Exchange of Bonds; Predecessor Bonds..... 5

Section 6. Book Entry Only Transfers and Transactions..... 6

Section 7. Execution; Registration..... 6

Section 8. Initial Bond 7

Section 9. Forms 7

Section 10. Levy of Taxes 7

Section 11. Mutilated, Destroyed, Lost and Stolen Bonds 8

Section 12. Satisfaction of Obligation of District; Defeasance 9

Section 13. Order a Contract; Amendments; Outstanding Bonds 10

Section 14. Covenants to Maintain Tax-Exempt Status 10

Section 15. Sale of Bonds: Purchase Contract and Official Statement Approval..... 14

Section 16. Control and Custody of Bonds..... 14

Section 17. Proceeds of Sale..... 14

Section 18. Refunded Bonds; Escrow Agreement..... 14

Section 19. Notices to Holders - Waiver 15

Section 20. Cancellation 15

Section 21. Bond Counsel Opinion..... 16

Section 22. CUSIP Numbers 16

Section 23. Benefits of Order 16

Section 24. Inconsistent Provisions 16

Section 25. Governing Law 16

Section 26. Effect of Headings	16
Section 27. Construction of Terms	16
Section 28. Severability	16
Section 29. Incorporation of Findings and Determinations	16
Section 30. No Permanent School Fund Guarantee.....	17
Section 31. Bond Insurance	17
Section 32. Credit Enhancement.....	17
Section 33. Continuing Disclosure Undertaking	17
Section 34. Further Procedures	20
Section 35. Public Meeting.....	21
Section 36. Effective Date	21

Exhibit A: Form of Bond

APPROVE ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2019B” IN ONE OR MORE SERIES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

WHEREAS, the Board of the District has heretofore issued, sold, and delivered, and there are currently outstanding bonds of the District payable from ad valorem taxes of the following issues or series (hereinafter collectively referred to as the “Refunded Bonds”), to wit: Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2010,” dated September 1, 2010; and

WHEREAS, pursuant to the provisions of Chapter 1207 of the Texas Government Code, as amended (“Chapter 1207”), and Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”), the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Bonds, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Section 1207.007, Texas Government Code, as amended, and Section 1371.053, Texas Government Code, as amended, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued and negotiated, the terms of sale thereof and to select the specific maturities (whole or part) of the Refunded Bonds to be refunded; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interests of the District to refund the Refunded Bonds in order to achieve a net present value savings, with such savings, among other information and terms, to be included in one or more Pricing Certificates to be executed by the Pricing Officer (as such terms are hereinafter defined), all in accordance with the provisions of Chapter 1207 and Chapter 1371; and

WHEREAS, contemporaneously with the authorization of the Bonds, the District has authorized its Unlimited Tax School Building Bonds, Series 2019A;

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

Section 1. Authorization; Series Designation; Principal Amount; Purpose; Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued in one or more series in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2019B” and any additional series specified in a Pricing Certificate (herein referred to collectively as the “Bonds”), for the purpose of providing funds for (1) refunding the Refunded Bonds, and (2) paying the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapters 1207 and 1371, Texas Government Code, as amended, and other applicable laws of the State of Texas. The Bonds shall be dated as provided in the Pricing Certificate (the “Bond Date”).

Section 2. Fully Registered Interest Paying Obligations; Terms. The Bonds shall be issued as fully registered obligations, without coupons, and shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details set forth in the Pricing Certificate. Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the Pricing Certificate.

Section 3. Delegation of Sale of Bonds.

(a) As authorized by Chapter 1207 and Chapter 1371, the Superintendent of Schools or the Chief Financial Officer (each a “Pricing Officer”) is authorized to act on behalf of the District in selling and delivering the Bonds in one or more series, determining the specific maturities (whole or part) of the Refunded Bonds to be refunded, and carrying out the other procedures specified in this Order, including, determining the aggregate principal amount of each series of Bonds, the date of each series of Bonds, any additional or different designation or title by which the Bonds shall be known, determining whether the Bonds shall be issued in one or more series, the price at which each series of the Bonds will be sold, the manner of sale (competitive bid or negotiated), the years in which each series of the Bonds will mature, the principal amount of each series of Bonds to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be issued on a tax-exempt or taxable basis, the designation of a paying agent/registrar, the designation of an escrow agent, if applicable, the designation of one or more funds for the payment of the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, including without limitation any modification of the continuing disclosure undertaking set forth in Section 33, modification of the definition of “Government Securities” set forth in Section 12, establishing the redemption date for and effecting the redemption of the Refunded Bonds, and/or procuring municipal bond insurance, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$65,735,000;
- (ii) the maximum true interest cost of each series of Bonds shall not exceed 4.00%;
- (iii) the final maturity of Bonds shall not be longer than February 15, 2030; and
- (iv) the refunding must produce a net present value debt service savings of at least 5.00%.

The execution of the applicable Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (as defined herein).

(b) In establishing the aggregate principal amount of each series of the Bonds, the Pricing Officer shall establish an amount for such series not exceeding the amounts authorized in Section 3(a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized

and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to one year from the date of adoption of this Order. The Pricing Officer may exercise such delegation on more than one occasion during such time period. The final series of Bonds issued hereunder must be sold not later than one year from the date of adoption of this Order (though the closing of a particular series of Bonds sold in accordance with this provision may occur after such date, so long as such closing period is determined by a Pricing Officer to be of reasonable duration).

(c) If the Pricing Officer determines that a series of Bonds should be sold by a negotiated sale, the Pricing Officer shall designate the senior managing underwriter for such series of Bonds and such additional investment banking firms as deemed appropriate to assure that such Bonds are sold on the most advantageous terms to the District. The Pricing Officer, acting for and on behalf of the District, is authorized to enter into and carry out the terms of a bond purchase agreement for the applicable series of Bonds to be sold by negotiated sale, with the underwriter(s) thereof at such price, with and subject to such terms as determined by the Pricing Officer subject to the parameters set forth in this Order. Any such bond purchase agreement shall be substantially in a form and substance acceptable to the Pricing Officer. The Pricing Officer shall cause to be prepared an official statement in such manner as the Pricing Officer deems appropriate.

(d) If the Pricing Officer determines that a series of Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for such Bonds, to receive such bids, and to award the sale of such Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

(e) It is hereby found and determined that the refunding of the Refunded Bonds is advisable and necessary in order to restructure the debt service requirements of the District, and that the debt service requirements on the Bonds will be less than those on the Refunded Bonds, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Bonds are subject to redemption, at the option of the District, and the Pricing Officer is hereby authorized to cause all of the Refunded Bonds to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Pricing Officer is further authorized to enter into and execute on behalf of the District with the escrow agent or deposit agent named therein (the "Escrow Agent"), an escrow agreement or deposit agreement, in the form and substance as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Bonds (the "Escrow Agreement"). In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the Escrow Agreement (the "Escrow Fund").

(f) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the District's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. Terms of Payment - Paying Agent/Registrar.

(a) The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar for the Bonds, and the payment thereof shall be in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

(b) In each applicable Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for each series of Bonds. Books and records relating to the registration, payment, exchange and transfer of each series of the Bonds (the “Security Register”) shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of one or more “Paying Agent/Registrar Agreements” substantially in the form and substance as shall be approved by the Pricing Officer and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreements in connection with the delivery of each series of the Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

(c) Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the applicable Pricing Certificate (the “Designated Payment/Transfer Office”); provided, however, that while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest accrued on the Bonds shall be payable at its Stated Maturity or redemption by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be the last business day of the month next preceding each interest payment date) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(d) In the event of a nonpayment of interest on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid,

to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 5. Registration; Transfer; Exchange of Bonds; Predecessor Bonds.

(a) The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like series, if applicable, of like kind, maturity, and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

(b) Upon surrender of any Bond (other than the Initial Bond authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity, of like series, if applicable, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

(c) At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 8 hereof) may be exchanged for other Bonds of like series, if applicable, of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

(d) All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

(e) All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

(f) Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

(g) Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability

shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

Section 6. Book Entry Only Transfers and Transactions.

(a) Notwithstanding the provisions contained in Section 4 and Section 5 hereof relating to the payment, and transfer and exchange of the Bonds, the District hereby approves and authorizes the use of the “Book Entry Only” securities clearance, settlement and transfer system provided by The Depository Trust Company (“DTC”), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”).

(b) Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the “DTC Participants”). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book entry clearance and settlement of securities transactions in general or the District determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Section 4 and Section 5 hereof.

Section 7. Execution; Registration.

(a) The Bonds shall be executed on behalf of the District by the President of the Board under its seal reproduced or impressed thereon and attested by the Secretary of the Board. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

(b) No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Part C of Exhibit A, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Part D of Exhibit A, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 8. Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount noted and numbered T-1 (hereinafter called the “Initial Bond”) and the Initial Bond shall be registered in the name of the initial purchaser or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like series, of like kind, and of authorized denominations, Stated Maturity, principal amount and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9. Forms.

(a) *Forms Generally.* The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in **Exhibit A** hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order or the applicable Pricing Certificate. The Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate, and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being insured, if applicable, and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. The Pricing Certificate(s) shall set forth the final and controlling terms of each series of Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

(b) The definitive Bonds and the Initial Bonds shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

Section 10. Levy of Taxes.

(a) To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars’ valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on the Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in one or more special funds as specified in one or more Pricing Certificates (the “Interest and Sinking Fund”), which Interest and Sinking Fund shall be maintained at an official depository of the District’s funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date,

sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, if any, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

(b) The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Section 45.0031, Texas Education Code, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on the Bonds unless the District has deposited to the credit of the applicable Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with said Section 45.0031. Furthermore, in the event the District receives state assistance for the Bonds under Chapter 46, Texas Education Code, as amended, and while said Chapter 46 or any substitute program therefor requires such state assistance to be deposited to the applicable Interest and Sinking Fund for the Bonds, the District covenants and agrees to deposit to the credit of the applicable Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for the Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the appropriate Interest and Sinking Fund.

(c) The President, Vice President and Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer, of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

Section 11. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, of like series, if applicable, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

(b) Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

(c) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

Section 12. Satisfaction of Obligation of District; Defeasance.

(a) If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Order and the applicable Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

(b) Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when:

(i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or

(ii) Government Securities (as defined below) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

(c) Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the applicable Pricing Certificate, the term “Government Securities,” as used herein, means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized

investment rating firm not less than AAA or its equivalent, and (c) any securities and obligations now or hereafter authorized by State law that are eligible to defease obligations such as the Bonds.

(d) Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Section 13. Order a Contract; Amendments; Outstanding Bonds.

(a) This Order, together with the Pricing Certificate applicable to each series of Bonds issued hereunder, shall constitute a contract with the respective Holders of each such series from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 33 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provisions of the applicable Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount of any affected series of Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders 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 applicable series of 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 applicable series of Bonds,

(ii) give any preference to any Bond within such series over any other Bond within such series,

(iii) reduce the aggregate principal amount of Bonds within such series required to be held by Holders for consent to any such amendment, addition, or rescission.

(b) The term “Outstanding” when used in this Order with respect to each series of Bonds means, as of the date of determination, all Bonds within such series theretofore issued and delivered under this Order, except:

(i) those Bonds within such series cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Bonds within such series deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and

(iii) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

Section 14. Covenants to Maintain Tax-Exempt Status.

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

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

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

“*Computation Date*” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148 1(c) of the Regulations, of the Bonds.

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

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in 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 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 receives 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 prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced 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 (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity

(including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the District or 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, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such 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 any property acquired, constructed, or improved with such Gross Proceeds 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 final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of 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 the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) *Rebate of Arbitrage Profits.* Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The District shall account for all Gross Proceeds (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 accounting for at least six (6) years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the

Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the construction fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of 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 prior to the earlier of the 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) *Elections.* The District hereby directs and authorizes the President, Vice President and Secretary of the Board, Superintendent of Schools and Chief Financial Officer of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

(k) *Bonds Not Hedge Bonds.* At the time the original bonds refunded by the Bonds were issued, the District reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued, and not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four years or more.

(l) *Current Refunding.* The Bonds are issued in part to refund the Refunded Bonds in a current refunding. The Refunded Bonds will be paid or redeemed within ninety (90) days of the date of the delivery of the portions of the Bonds issued for such purpose.

Section 15. Sale of Bonds: Purchase Contract and Official Statement Approval.

(a) Subject to the provisions of Sections 1 and 3, the Bonds authorized by this Order are to be sold by the District to one or more initial purchasers (herein referred to individually as the “Purchaser,” and collectively as the “Purchasers”) in accordance with a successful bid or a bond purchase agreement (the “Purchase Contract”). The terms and provisions of any Purchase Contract are to be determined by the Pricing Officer, in accordance with Section 3 hereof.

(b) The Pricing Officer is hereby authorized and directed to execute said Purchase Contract for and on behalf of the District and as the act and deed of this Board.

(c) The Pricing Officer is hereby authorized, in the name and on behalf of the District, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to each series of the Bonds to be used by the Purchaser in the marketing of such Bonds.

Section 16. Control and Custody of Bonds. The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Section 17. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, and accrued interest received from the Purchasers of the Bonds, if any) shall be deposited with the Escrow Agent for the payment and redemption of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited with the Escrow Agent shall be disbursed for payment of costs of issuance or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the District or its Financial Advisor. Any proceeds representing premium received in connection with the sale of the Bonds shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code, as amended.

Section 18. Refunded Bonds; Escrow Agreement.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds, the Refunded Bonds, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first dates such Refunded Bonds are subject to redemption or such other date(s) specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notices of such redemption shall be given in accordance with the applicable provisions of the orders adopted by the Board of the District, which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to provide documentation, including a copy of this Order and each Pricing Certificate, to each paying agent/registrar for the Refunded Bonds.

(b) The paying agent/registrar for the Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the order authorizing the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date, including making a lot selection with respect to the redemption of any partial maturities of the Refunded Bonds.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the paying

agent/registrar for the Refunded Bonds or the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 18(d) of this Order and by the Pricing Officer.

(d) To the extent required in connection with any issuance of Bonds for refunding purposes, an escrow agreement, deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds (the “Escrow Agreement”), shall be attached to the applicable Pricing Certificate. Such Escrow Agreement is hereby authorized and shall be finalized and executed by the Pricing Officer for and on behalf of the District and as the act and deed of this Board. The Escrow Agreement as executed by such Pricing Officer shall be deemed approved by the Board and constitute the Escrow Agreement herein approved. In addition, the Pricing Certificate shall identify any escrow agent (the “Escrow Agent”) necessary for the refunding of the Refunded Bonds. With regard to the finalization of certain terms and provisions of any Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

- (i) The identification of the Refunded Bonds;
- (ii) The creation and funding of the Escrow Fund; and
- (iii) Any Escrow Agent’s compensation, administration of the Escrow Fund, and the settlement of any paying agents’ charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the District in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the “FORT WORTH INDEPENDENT SCHOOL DISTRICT SERIES 2019B UNLIMITED TAX REFUNDING BOND ESCROW FUND” (referred to herein as the “Escrow Fund”), or such other additional or different designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, Chapter 1371, this Order, the Pricing Certificate, and the Escrow Agreement.

Section 19. Notices to Holders - Waiver.

(a) Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

(b) In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 20. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered

shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

Section 21. Bond Counsel Opinion. The obligation of the Purchaser to accept delivery of any series of Bonds is subject to being furnished final opinions of Kelly Hart & Hallman LLP, Fort Worth, Texas, and Escamilla & Poneck, LLP, Fort Worth, Texas, approving the Bonds as to their validity, said opinions to be dated and delivered as of the date of delivery and payment for such series of the Bonds. True and correct reproductions of said opinions are hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book Entry Only System used in the settlement and transfer of the Bonds. In addition, the Board authorizes the Superintendent of Schools, his designee or the Pricing Officer, to execute any necessary engagement agreement with such firm as the Bond Counsel to the District.

Section 22. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 23. Benefits of Order. Nothing in this Order or any Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any Pricing Certificate or any provision hereof, this Order and each Pricing Certificate and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

Section 24. Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or the applicable Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 25. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 26. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 27. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

Section 28. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 29. Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

Section 30. No Permanent School Fund Guarantee. The Bonds will **not** be guaranteed by the Permanent School Fund.

Section 31. Bond Insurance

Any series of the Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for such series of the Bonds and make the determination of the provisions of any commitment therefor.

Section 32. Credit Enhancement.

Any series of the Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program. Section 45.251, et seq., Texas Education Code. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

Section 33. Continuing Disclosure Undertaking.

(a) *Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) “Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) “MSRB” means the Municipal Securities Rulemaking Board.

(iii) “Rule” means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.

(iv) “SEC” means the United States Securities and Exchange Commission.

(b) *Annual Reports.*

(i) The District shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six (6) months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate. The updated information shall include audited financial statements of the District, when and if available, but in any case within twelve months after the end of each fiscal year beginning in the year stated in the applicable Pricing Certificate. If audited financial statements are not available by the required time, the District shall provide unaudited financial statements of the type described in the first sentence of this subsection by the required time and audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be (A) prepared in accordance with the accounting principles described in the financial statements of the District appended to the Official Statement, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (B)

audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(ii) If the District changes its fiscal year, it will notify the MSRB of the change (and of 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 documents available to the public on the MSRB's internet website or filed with the SEC.

(c) *Disclosure Event Notices.* The District shall notify the MSRB of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) business days after the occurrence of the event:

- (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;
- (xiv) Appointment of a successor trustee or change in the name of the trustee, if material;

(xv) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) 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 of the District 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, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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 subsection (b) of this Section by the time required by subsection (b).

(d) *Filings with the MSRB.*

All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) *Limitations, Disclaimers, and Amendments.*

(i) The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the applicable series of Bonds for so long as, but only for so long as, the District remains an "obligated person" with respect to the applicable series Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an "obligated person".

(ii) The provisions of this Section 33 are for the sole benefit of the Holders and 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 financial results, condition, or prospects of the District or the State of Texas 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.

(iii) 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 LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the District in observing or performing its obligations under this Section shall constitute 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.

(v) Notwithstanding anything herein to the contrary, the provisions of this Section 33 may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (A) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds 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 (B) either (1) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (2) any qualified person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions 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 the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 33(b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 34. Further Procedures. Any one or more of the President, Vice President and Secretary of the Board, the Superintendent of Schools and the Chief Financial Officer, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President and Secretary of the Board, the Superintendent of Schools, the Chief Financial Officer or Bond Counsel to the District are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the

delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 35. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551 of the Government Code, as amended.

Section 36. Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this 24th day of September, 2019.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

/s/ Jacinto Ramos, Jr.

President, Board of Education

ATTEST:

/s/ Quinton Phillips

Secretary, Board of Education

(DISTRICT SEAL)

EXHIBIT A

FORMS.

(a) *Form of Definitive Bonds.*

NO. R-___ **PRINCIPAL AMOUNT**
\$ _____

**UNITED STATES OF AMERICA
STATE OF TEXAS
FORT WORTH INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND,
SERIES 2019B**

Bond Date	Interest Rate	Stated Maturity	CUSIP No.
_____, 2019	_____%	_____ 15, ____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

The Fort Worth Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the date of its delivery to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing _____ 15, 20___. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of _____ (the Paying Agent/Registrar for this Bond) or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions

are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____,000 (herein referred to as the "Bonds") for the purpose of providing funds for (1) the discharge and final payment of certain obligations of the District; and (2) paying the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207, Texas Government Code, as amended, Chapter 1371, Texas Government Code, as amended, and pursuant to an Order adopted by the Board of Education of the District (herein referred to as the "Order").

The Bonds maturing on and after [_____, 20__], may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

The Bonds maturing on [_____, 20__] (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

<u>Redemption Date (2/15)</u>	<u>Principal Amount</u>
____, 20__	\$ _____

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 45 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its Principal Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Principal Amount to be redeemed) shall become due and payable, and shall cease to accrue interest from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Principal Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the Principal

Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Principal Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Principal Amount at its Stated Maturity, or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that

due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Board of Education of the District has caused this Bond to be duly executed under the official seal of the District.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

President, Board of Education

ATTEST:

Secretary, Board of Education

(DISTRICT SEAL)

[remainder of page left blank intentionally]

(b) *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.*

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate 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

(COMPTROLLER'S SEAL)

[remainder of page left blank intentionally]

(c) *Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds.*

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in [_____], is the Designated Payment/Transfer Office for this Bond.

Registration Date: [_____], as Paying Agent/Registrar

By: _____
Authorized Signature

[remainder of page left blank intentionally]

(d) *Form of Assignment.*

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee: _____
(Social Security or other identifying number: _____)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

[remainder of page left blank intentionally]

(e) *The Initial Bond shall be in the form set forth in Part A of this Exhibit A, except that the form of the single fully registered Initial Bond shall be modified as follows:*

(i) immediately under the name of the bond the headings “Interest Rate _____” and “Stated Maturity _____” and “CUSIP NO. _____” shall be omitted;

(i) Paragraph one shall read as follows:

Registered Owner: _____

Principal Amount: _____ HUNDRED _____ MILLION _____ HUNDRED _____ THOUSAND AND NO/100 (\$_____,000.00)

The Fort Worth Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated in each of the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Installments</u>	<u>Interest</u> <u>Rate</u>
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(Information to be inserted from Purchase Contract or Pricing Certificate)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid Principal Installments hereof from the date of its delivery to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360 day year of twelve 30 day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing on _____ 15, 201_. Principal Installments hereof are payable at their Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of [_____] (the Paying Agent/Registrar for this Bond) or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**ACTION AGENDA ITEM
BOARD MEETING
September 24, 2019**

TOPIC: APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE OR ACQUIRE BY EMINENT DOMAIN A 15 ACRE PARCEL OUT OF THE NATHAN PROCTOR SURVEY ABSTRACT 1229 TRACT 1, TARRANT COUNTY, TX 76126 ALSO KNOWN AS 1901 RM RD 2871, FORT WORTH, TEXAS 76126

BACKGROUND:

Fort Worth ISD has determined that a public necessity exists to purchase or acquire a 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126 (the "Property") for school related facilities. The 15.0 acre parcel is depicted on the attached Exhibit "A." A final offer will be made to purchase the property for a total price of \$1,400,000.00 based on an agreement with the property owner, Rockbrook Partnership, Ltd. This purchase price is justified by the market value, which was determined by an appraiser engaged by Fort Worth ISD.

Prior to closing on this purchase, Fort Worth ISD will be granted a feasibility and due diligence period in which Fort Worth ISD may investigate the property for this investment.

In the event negotiations to purchase the Property by contractual agreement are not successful, Fort Worth ISD seeks to acquire the Property by eminent domain.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board Resolution, Final Offer and Contract of Sale to Purchase 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126, subject to a feasibility period, and acquire the Property by eminent domain, if needed, in the event contractual negotiations are unsuccessful.
2. Decline to Approve Board Resolution, Final Offer and Contract of Sale to Purchase 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126, subject to a feasibility period, and acquire the Property by eminent domain, if needed, in the event contractual negotiations are unsuccessful.
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Board Resolution, Final Offer, and Contract of Sale to Purchase 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126, subject to a feasibility period, and acquire the Property by eminent domain, if needed, in the event contractual negotiations are unsuccessful.

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6619-B46-918-99-000-000000

COST:

\$1,400,000.00

VENDOR:

Not Applicable

PURCHASING MECHANISM

Sole Source

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations
Capital Improvement Program

RATIONALE:

The acquisition of this property is necessary in planning for the future growth that is expected in the Benbrook area.

INFORMATION SOURCE:

Art Cavazos
Vicki Burris

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into on the day hereinafter written by and between Rockbrook Partnership, Ltd., a Texas limited partnership ("Seller") and Fort Worth Independent School District ("Purchaser"):

W I T N E S S E T H:

1. **The Agreement.** For good and valuable consideration set forth below, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and accept conveyance of the Subject Property, as herein defined, under the terms and conditions herein set forth.

2. **Subject Property.** The property which is the subject matter of this Agreement consists of the following ("Subject Property"):

15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, also known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126 also depicted as the "15 acre parcel" on the attached sketch Exhibit "A"

("Land") and all improvements thereon, and all rights and appurtenances pertaining thereto including, all right, title and interest, if any, of Seller in and to any land in the bed of any street, road or highway, open or proposed, in front of or adjoining the Land, any easement across or adjacent to the Land, existing or abandoned, any unpaid award or damage to the Land by reason of changes of grade on any street, road or highway and any reversionary right attributable thereto SAVE AND EXCEPT Seller's mineral interests and groundwater rights in the Land, provided that Seller agrees to waive any rights to use, cross, enter, or access the surface of the Land for the extraction of oil, gas, minerals, or groundwater. Notwithstanding the foregoing, such surface waiver shall not prohibit underground, slant, directional or horizontal drilling under the Land that begins and is conducted from the

surface of land other than the Land; provided that in no event shall such subsurface drilling be done at depths less than five hundred (500) feet below the surface of the Land. The foregoing mineral reservation and surface waiver shall be incorporated in the Special Warranty Deed (defined below).

3. **Purchase Price.** Seller agrees to accept, and Purchaser agrees to pay as consideration for the sale of the Subject Property the sum of One million four hundred thousand and No/100 Dollars (\$1,400,000.00) ("Purchase Price"), which will be due and payable, in cash, at the Closing, as herein defined. Purchaser has delivered to Seller Fifty and No/100 Dollars (\$50.00) as additional and independent consideration for the exclusive option to purchase the Subject Property, which shall not be refundable under any circumstances.

4. **Earnest Money.** Upon delivery of a fully executed copy of this Agreement to Rattikin Title Company, 3707 Camp Bowie Boulevard, Suite 120, Fort Worth, Texas 76107 ("Title Company"), Purchaser will deliver to the Title Company as "Earnest Money" a cashier's check in the amount of Fifty Thousand Dollars (\$50,000.00). At Closing, the Earnest Money will be applied to the Purchase Price. Any interest or other income accruing on the Earnest Money shall be considered additional Earnest Money and applied as Earnest Money in the manner provided elsewhere in this Agreement.

5. **Seller's Title, Survey and Other Documents.** Within sixty (60) days after the effective date of this Agreement, the Parties agree as follows:

- (a) Purchaser, at Purchaser's own cost, shall deliver to the Parties a commitment for title insurance ("Commitment") issued by the Title Company and pursuant to which the Title Company agrees to issue an owner policy of title insurance ("Policy") to Purchaser on the Texas standard form insuring good and indefeasible title to the Land in Purchaser, in the amount of the Purchase Price subject only to those matters approved

by Purchaser pursuant to this paragraph and such other matters waived by Purchaser in writing;

- (b) Purchaser, at Purchaser's own cost, shall deliver to the Parties a new or updated survey plat ("Survey") of the Land based upon an on the ground survey based upon the boundary configuration set forth on the attached Exhibit "A" by a registered, licensed state surveyor reasonably approved by the Title Company and the Purchaser, which Survey shall:
 - (i) Fix all exterior corners and peripheral boundary lines (course and distances) of the Land and any fences, drainage ditches, encroachments, visible rights-of-way, easements and rights-of-way of record thereupon,
 - (ii) Contain a metes and bounds description of the Land and any easements or rights-of-way thereupon,
 - (iii) Have all fences, drainage ditches, encroachments, visible rights-of-way, easements and rights-of-way of record drawn on the Survey plat showing the width and location thereof, and where applicable, reference thereto by recording data,
 - (iv) Have all structures and improvements drawn and located on the Survey plat and have a certification that no structure or improvements encroaches upon any adjoining property or any easement or violates any setback requirement or zoning ordinance or requirement, or specifying any such encroachment or violation that exists,
 - (v) If the Land is made up a more than one (1) tract, contain a certification that the tracts comprising the Land are one contiguous parcel,
 - (vi) Locate any part of the Land which falls within the one hundred (100) year flood plan as determined by the United States Army Corps of Engineers, and
 - (vii) Contain a certification reasonably acceptable to the Title Company.
- (c) To the extent such items presently exist and are in Seller's possession and not previously delivered to Purchaser or Purchaser's agents, Seller, at Seller's own cost, shall deliver to the Parties copies of all unrecorded leases, service contracts or other contracts with third parties relating to the use of the Subject Property, and any amendments thereto; and

- (d) To the extent such items presently exist and are in Seller's possession and not previously delivered to Purchaser or Purchaser's agents, Seller, at Seller's own cost, shall deliver to the Parties copies of any feasibility or engineering studies, environmental assessments or other tests and analysis of the Land.

Within twenty (20) days after receipt of the Commitment and Survey (the "Objection Period"), Purchaser will notify Seller, in writing, of any objections to title to the Subject Property revealed thereby, all other matters set forth therein being deemed approved by Purchaser (each, a "Permitted Exception", which shall include, without limitation, all title objections which Purchaser has waived, accepted or is deemed to have accepted as provided herein). If Purchaser gives written notice of objections to Seller during the Objection Period, then Seller, without obligation to spend any money or to bring suit to cure the objections, may cure the objections and/or commit in writing to cure one or more of the objections by providing written notice of such election to Purchaser within ten (10) days after the expiration of the Objection Period (the "Cure Period"). Seller shall have no obligation to cure title objections except financing liens of an ascertainable amount created by, under or through Seller, which financing liens Seller shall cause to be released at or prior to Closing (with Seller having the right to apply the Purchase Price or a portion thereof for such purpose). If Seller affirmatively commits in writing to cure one or more of the objections prior to the expiration of the Cure Period, Seller shall cure such objections no later than two (2) business days prior to the Closing Date, unless such objections will be cured using the sales proceeds, in which case Seller may cure such objections at Closing. If Seller does not commit in writing to cure the objections by providing written notice to Purchaser prior to the expiration of the Cure Period, then Seller will be deemed to have elected not to cure such objections, and Purchaser, as its sole and exclusive remedy shall

be entitled to either: (i) terminate this Agreement by delivering written notice to Seller and the Title Company at any time prior to the expiration of the Feasibility Period (defined below), or (ii) waive the objections that remain uncured and consummate the purchase of the Property subject to the uncured objections, which will be deemed to be Permitted Exceptions. If Purchaser fails to notify Seller in writing before the expiration of the Feasibility Period that Purchaser has elected to terminate this Agreement as provided in the immediately preceding sentence, then Purchaser shall be deemed to have waived the unsatisfied title objections.

6. Representations and Warranties by Seller. To induce Purchaser to enter into this Agreement, Seller makes the following representations and warranties:

- (a) Seller will have, at the time of Closing, good, indefeasible and marketable title in fee simple to the Land, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements and other matters affecting title, except for the Permitted Exceptions and such other matters waived in writing or deemed waived by Purchaser as provided in this Agreement;
- (b) Seller has not received any written notice of any pending condemnation or action affecting the Land or any part thereof, other than in connection with this transaction;
- (c) To Seller's knowledge, no person, firm or entity, except as set forth herein, has any rights in or right to acquire the Subject Property or any part thereof;
- (d) To Seller's knowledge, there is no litigation or threatened litigation affecting Seller or the Subject Property which would in any way constitute a lien, claim or obligation of any kind against the Subject Property;
- (e) Seller has the full right, power and authority to sell and convey the Subject Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations under this Agreement has been, or at the time of Closing will have been, taken;

7. Environmental Matters.

- (a) [Intentionally omitted];
- (b) [Intentionally omitted];
- (c) As used in this Agreement:
 - (i) The term "Contamination" shall mean the uncontained presence of any Hazardous Substance, pollutant or contaminant or the presence of waste of any kind in, on or under the Subject Property, as defined by federal, state or local law, which may require remediation under applicable law,
 - (ii) As used in this Agreement, the term "Hazardous Substance" shall mean any substance regulated under any of the Environmental Laws, including, without limitation, any substance which is: (A) petroleum, asbestos, asbestos-containing material or polychlorinated biphenyls; (B) defined, designated or listed as a "Hazardous Substance", "Hazardous Materials", "Hazardous Waste" or "Industrial Waste" by any Environmental Law, including, without limitation: (1) Sections 307 and 311 of the Clean Water Act, 33 U.S.C. §§1317, 1321, (2) Section 101(14) of CERCLA, 42 U.S.C. § 9601, (3) Section 1004(5) of the Resource and Conservation and Recovery Act, 42 U.S.C. § 6903(5), (4) the Hazardous Materials Transportation Act, as amended, 42 U.S.C. §§ 1801 et seq., and in the regulations adopted and publications promulgated pursuant thereto; or (C) listed in the United States Department of Transportation Hazardous Material Table, 49 CFR § 172.101,
 - (iii) As used in this Agreement, the terms "Response", "Removal" and "Remedial Action" shall be defined with reference to Sections 101(23) - 101(25) of CERCLA, 42 U.S.C. §§ 9601(23) - 9601(25),
- (d) In accordance with Section 10 below, Seller will permit representatives of Purchaser, including its environmental consultant, to inspect the Subject Property and conduct an investigation of the Subject Property to determine the presence and extent of any and all contamination on, at, about or beneath the Subject Property except that Purchaser shall not conduct any invasive testing without the prior written consent of Seller, which may be withheld in Seller's sole discretion. In connection with Purchaser's inspection and/or investigation of the facility of the Subject Property:
 - (i) Seller, at Purchaser's expense, shall comply with any reasonable requests for information made by Purchaser or its agents,

- (ii) Seller, at Purchaser's expense, will assist Purchaser or its agents in obtaining records in Seller's possession or requiring Seller's authorization pertaining to the Subject Property or to Seller,
- (iii) Seller will accord Purchaser or its agents reasonable access to all areas of the Subject Property,

The representations and warranties set forth in Section 6 hereof are made as of the date of this Agreement and, except where expressly limited to the Effective Date, are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing as provided herein. The representations and warranties of Seller set forth in Section 6 shall survive the Closing for a period of one (1) year. Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had knowledge as of Closing. Purchaser agrees to first seek recovery under any insurance policies, service contracts and leases prior to seeking recovery from Seller, and Seller shall not be liable to Purchaser if Purchaser's claim is satisfied from such insurance policies, service contracts and leases. Terms such as "to Seller's knowledge," "to the best of Seller's knowledge" or like phrases mean the actual present and conscious awareness or knowledge of R. Willing Ryan III, without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of such person or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein. Said terms do not include constructive knowledge, imputed knowledge, or knowledge Seller or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller. Any breach of a representation or warranty that occurs prior to Closing shall be governed by Section 9.

8. **Express Covenants of Seller.** Seller agrees that during the period from the Effective Date through the Closing Date, or earlier termination of this Contract, Seller will perform the following covenants:

- (a) Seller shall use reasonable efforts to operate and maintain the Subject Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the date hereof.
- (b) Seller shall comply in all material respects with all federal, state and municipal laws, ordinances, regulations and orders relating to the Subject Property, including, without limitation, all Environmental Laws.
- (c) Seller shall allow Purchaser, and its authorized representatives and agents, full access to the Land at reasonable times, subject to Section 10 below.
- (d) Seller shall not affirmatively encumber the Subject Property, except for any new leases or operating contracts (or amendments to existing leases or operating contracts) executed in accordance with the terms of this Agreement or as otherwise required by court order or as required by law;
- (e) To the extent Seller receives actual notice thereof, Seller will advise Purchaser of any litigation or any arbitration proceeding or any administrative hearing (including condemnation) before any governmental agency which is instituted against Seller after the Effective Date and affects the Subject Property in any manner.
- (f) Subject to the Permitted Exceptions, Seller shall not transfer or encumber or permit any lien to be placed against all or any portion of the Subject Property by, through or under Seller.
- (g) Prior to Seller's execution of (i) any new lease, (ii) any amendment, renewal or expansion of an existing lease, (iii) any new operating contract, or (iv) any amendment, renewal or expansion of an existing operating contract between the Effective Date and the Closing Date, Seller will submit to Purchaser a copy thereof (or, in the alternative, a letter of intent or proposal detailing the material terms thereof). Purchaser agrees to notify Seller in writing within five (5) business days after its receipt thereof of either its approval or disapproval thereof. In the event Purchaser informs Seller within such five (5) business day period that Purchaser does not approve the proposed transaction, which approval shall not be unreasonably withheld, Seller shall nonetheless have the right to enter into said transaction unless at the expiration of such five (5) business day period the Feasibility Period has expired, in which event Purchaser's consent shall be required. In the event Purchaser fails to notify Seller in writing of its approval or

disapproval within the five (5) business day period set forth above, Purchaser shall be deemed to have approved the proposed transaction.

9. Purchaser's Remedies for Seller's Breach of Representations,

Warranties or Covenants. In the event prior to the Closing, Purchaser discovers that any of the representations, warranties or covenants made by Seller or to be made by Seller (collectively referred to as "Seller's representations, warranties and covenants") have failed, not occurred or have been breached, and Seller does not cure, at Seller's own expense, such failure, non-occurrence or breach within ten (10) days after written notice thereof to Seller, then Purchaser shall have the option to: (i) waive such failure, non-occurrence or breach; or (ii) cancel this Agreement and receive back the Earnest Money, in which event no party hereto shall have any further obligations hereunder.

10. Feasibility Period. Notwithstanding anything to the contrary contained in this Agreement, for consideration of Seller's expenses during this Feasibility Period, a portion of the Earnest Money in the amount not to exceed twelve thousand five hundred and No/100 Dollars (\$12,500.00) shall be nonrefundable to Purchaser (the "Maximum Reimbursement Amount") as further provided herein. Prior to the expiration of the Feasibility Period, Seller shall submit to Purchaser third-party invoices and other reasonable supporting documentation evidencing costs incurred by Seller in connection with the sale of the Subject Property contemplated by this Agreement (including, without limitation, any such costs that may have been incurred prior to the Effective Date) ("Seller Reimbursable Costs"). Within ten (10) business days following Purchaser's review and approval (such approval not to be unreasonably withheld) of such documentation submitted by Seller evidencing the Seller Reimbursable Costs, Purchaser shall instruct the Title

Company to disburse a portion of the Earnest Money, not to exceed the Maximum Reimbursable Amount, to reimburse Seller for the Seller Reimbursable Costs (the “Nonrefundable Deposit”), and the Title Company shall disburse the Nonrefundable Deposit to Seller within three (3) business days after receipt of Purchaser’s instruction as provided above. However, said Nonrefundable Deposit will be credited to the Purchase Price in the event of Closing. During the Feasibility Period (unless this Agreement is terminated as provided herein), Purchaser, or its agents, may enter upon the Land during reasonable business hours after twenty-four (24) hours’ notice to Seller (email notice acceptable) and make any inspections, tests, surveys and studies which Purchaser deems necessary, at Purchaser's sole cost and expense, except that Purchaser shall not conduct any invasive testing without the prior written consent of Seller, which may be withheld in Seller’s sole discretion. The persons or entities performing any such tests, investigations, surveys and studies shall be properly licensed and qualified and shall have obtained all appropriate permits therefore. Seller shall have the right to have a representative of Seller accompany Purchaser and Purchaser’s representatives, agents, or designees while they are on the Subject Property performing any such tests, investigations, surveys and studies, and any entry by Purchaser, its representatives, agents, or designees for such purposes shall not unreasonably interfere with Seller’s use of the Subject Property. Prior to their entry on the Subject Property, Purchaser and all of its representatives conducting any tests and/or inspections on Purchaser’s behalf (including Purchaser’s architects, engineers, consultants, agents and contractors, but excluding Purchaser’s employees) shall deliver to Seller a certificate of insurance evidencing that the following insurance is then in full force and effect: Commercial General Liability Insurance on an Occurrence form including

Products/Completed Operations and Personal Injury coverage with a limit of not less than One Million Dollars (\$1,000,000) per occurrence. As used herein, the term “Feasibility Period” shall mean the period commencing on the Effective Date until 5:00 p.m. Central Time on the ninetieth (90th) day after the Effective Date (the “Feasibility Period”). Within the first 45 days of the Feasibility Period, Purchaser will provide Seller the following: a proposed site boundary layout, a preliminary outline of how the necessary utilities will service the Subject Property, and proof that Purchaser has commenced a Phase 1 Environmental Study of the Subject Property. Purchaser shall provide Seller a reasonable opportunity to provide comments and suggested changes to Purchaser’s planned use of the Subject Property as those plans are developed during the Feasibility Period. At any time prior to the expiration of the Feasibility Period, Purchaser may, in its sole discretion and for any reason or no reason, elect to terminate this Agreement by giving written notice of termination to Seller, whereupon neither party hereto shall have any further rights, obligations or liability hereunder except for any rights, obligations or liability which expressly survives the termination of this Agreement. A copy of such written notice of termination to Seller will be provided by Purchaser to Title Company, and promptly following Title Company's receipt of such written notice of termination, Title Company shall refund the Earnest Money (other than the Nonrefundable Deposit) to Purchaser no later than three (3) business days following Seller’s and Title Company’s receipt of Purchaser’s written notice of termination of this Agreement. If Purchaser does not elect to terminate this Agreement by giving written notice to Seller prior to the expiration of the Feasibility Period, then the Earnest Money shall thereafter be refundable to Purchaser only if this Agreement is terminated as a result of, or the transaction contemplated by this

Agreement does not close as a result of, a default by Seller. Purchaser shall have the right, in its sole discretion, elect to extend the Feasibility Period for one (1) additional period of thirty (30) days by providing written notice to Seller on or before the expiration of the original Feasibility Period and shall simultaneously deliver an additional earnest money deposit with the Title Company in the amount of \$5,000.00, which additional earnest money deposit shall thereafter be nonrefundable to Purchaser except in the event of Seller's default hereunder (the "Extension Fee"), and the Title Company shall disburse the Extension Fee to Seller within three (3) business days following receipt of Purchaser's notice exercising such extension option. If the Agreement is not otherwise terminated pursuant to its terms and the Closing occurs hereunder, then the Extension Fee shall be credited toward the Purchase Price in the event of Closing.

If the Closing does not occur, Purchaser, at Purchaser's sole cost and expense, shall restore the Subject Property to the same condition as existed before any tests or inspections hereunder. Until restoration is complete, Purchaser shall take all steps necessary to ensure that any conditions on the Subject Property created by Purchaser's testing shall not interfere with the normal operation of the Subject Property or create any dangerous, unhealthy, unsightly, or noisy conditions on the Subject Property. In the event this Agreement is terminated prior to the Closing Date, Purchaser shall, at Seller's request, give copies of all inspections, investigations, tests, or studies to Seller as a condition precedent to the return of the Earnest Money. This paragraph shall survive termination of this Agreement.

TO THE EXTENT PERMITTED BY LAW, PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER, ITS AGENTS, PARTNERS, DIRECTORS, OFFICERS AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY LIENS, CLAIMS, OR DAMAGES INCLUDING, WITHOUT

LIMITATION, ANY AND ALL DEMANDS, ACTIONS OR CAUSES OF ACTION, ASSESSMENTS, LOSSES, SETTLEMENTS, COSTS, LIABILITIES, INTEREST AND PENALTIES, AND REASONABLE ATTORNEYS' FEES SUFFERED OR INCURRED BY SELLER BY SEPARATE COUNSEL OF ITS OWN CHOOSING, ITS AGENTS, PARTNERS, DIRECTORS, OFFICERS AND REPRESENTATIVES AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, PURCHASER OR PURCHASER'S AGENTS OR REPRESENTATIVES EXERCISING THE RIGHTS SET FORTH IN THIS SECTION 10 OR ARISING FROM PURCHASER OR ITS AGENTS OR REPRESENTATIVES OTHERWISE ENTERING UPON THE SUBJECT PROPERTY.. HOWEVER, THE FOREGOING INDEMNITY SHALL NOT BE APPLICABLE TO THE MERE DISCOVERY OF AN EXISTING CONDITION ON THE SUBJECT PROPERTY. PURCHASER WILL, AS DIRECTED BY SELLER, REPAIR OR CAUSE TO BE REPAIRED ANY DAMAGE CAUSED BY PURCHASER OR PURCHASER'S AGENTS OR REPRESENTATIVES IN THE CONDUCT OF THE REVIEW AND/OR INSPECTION CONTEMPLATED HEREUNDER. NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, THE INDEMNIFICATION AND OTHER OBLIGATIONS OF PURCHASER IN THIS PARAGRAPH WILL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

11. Closing. The "Closing" under this Agreement will take place in the offices of the Title Company on a date within fifteen (15) days after the expiration of the Feasibility Period. At the Closing and subject to the other terms and provisions of this Agreement, Seller will do the following:

- (a) Execute and deliver a Special Warranty Deed conveying to Purchaser good, indefeasible and marketable fee simple title to the Land free and clear of any and all liens, restrictions, easements and other encumbrances and title exceptions, except for the Permitted Exceptions and as provided in Section 32 hereof; and
- (b) Deliver possession of the Subject Property, subject to the Permitted Exceptions.

At the time of Closing, Purchaser will pay the Purchase Price in cash as provided in Section 3 above. Wherever in this Agreement Purchaser is required to pay "cash", Purchaser will be deemed to have satisfied said requirement by delivering immediately available, good funds to the Title Company.

12. Prorations. The following will be adjusted (or prorated) in connection with the Subject Property at the Closing with an effective adjustment (or proration) date being as of the date of such Closing:

- (a) Rentals under any leases covering the Land; and
- (b) All taxes, general and special, and all assessments, including state, county, school, municipal and all other taxes whatsoever. In the event taxes for the current year are computed and prorated at the Closing on the basis of an estimate using taxes for the immediately preceding year, and if taxes for the current year are different, final adjustments between the parties will be made when tax statements become available.

13. Closing Costs. Seller agrees to pay for:

- (a) The base premium of the Policy;
- (b) All charges for tax certificates;
- (c) The fees for recording the Special Warranty Deed and releasing any existing deeds of trust or other security instruments;
- (d) Seller's attorneys' fees; and
- (e) One-half (1/2) of the escrow fees charged by Title Company.

Purchaser agrees to pay for:

- (a) The cost of the Survey;
- (b) The costs for any title insurance coverage or endorsements in excess of that provided by the Title Company in the basic owner's policy;
- (c) Purchaser's attorneys' fees; and

(d) One-half (1/2) of the escrow fees charged by Title Company.

All other costs, charges and expenses in connection with the Closing will be allocated between Purchaser and Seller in accordance with the customary practices in the county in which the Title Company is located.

14. Damage, Destruction or Condemnation Prior to Closing. All risk of casualty or other loss of or to the Subject Property will be borne by Seller until the time of Closing. In the event the Subject Property is materially damaged by any casualty or a condemnation proceeding is filed, which occurs after the Effective Date and prior to the Closing, then Purchaser may elect in writing within 15 days following the date of such casualty or filing of such condemnation proceeding to either: (i) terminate this Agreement and receive back the Earnest Money (other than the Nonrefundable Deposit); (ii) in the case of damage or destruction, require Seller to pay in cash to Purchaser at the Closing all insurance proceeds which Seller has actually received and which have not been applied to the cost of repair, and Seller will assign to Purchaser all insurance proceeds payable for such damage, in which event this Agreement will be closed without Seller replacing or repairing such damage, or being obligated to do so; or (iii) in the case of condemnation, reduce the Purchase Price proportionately and close on that portion of the Land not condemned (and Seller shall retain any proceeds with respect to such condemnation).

15. Condition of Subject Property. EXCEPT FOR SELLER'S REPRESENTATIONS, COVENANTS AND AGREEMENTS AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND THE WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED, PURCHASER HEREBY SPECIFICALLY NEGATES AND DISCLAIMS ANY FURTHER REPRESENTATIONS,

WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE NATURE AND CONDITION OF THE SUBJECT PROPERTY AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, (II) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR ANY OTHER MATTER RELATING IN ANY WAY TO THE SUBJECT PROPERTY, (III) THE COMPLIANCE OF THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER AUTHORITY OR BODY, (IV) THE EXISTENCE OF ANY TOXIC OR HAZARDOUS SUBSTANCE OR WASTE IN, ON, UNDER THE SURFACE OF OR ABOUT THE SUBJECT PROPERTY, (V) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING, (VI) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE SUBJECT PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOODPLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (VII) DRAINAGE, (VIII) ZONING OR LAND USE RESTRICTIONS RULES AND REGULATIONS TO WHICH THE SUBJECT PROPERTY OR ANY PORTION

THEREOF MAY BE SUBJECT, (IX) THE AVAILABILITY OF ANY UTILITIES TO THE SUBJECT PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC AND INCLUDING THE UTILITY AVAILABILITY CAPACITIES ALLOCATED TO THE SUBJECT PROPERTY BY THE RELEVANT GOVERNMENTAL OR REGULATORY AUTHORITY, (X) USAGES OF ADJOINING PROPERTY, (XI) ACCESS TO THE SUBJECT PROPERTY OR ANY PORTION THEREOF, (XII) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, LEASING, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE SUBJECT PROPERTY OR ANY PART THEREOF, (XIII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE SUBJECT PROPERTY, OR (XIV) THE MERCHANTABILITY OF THE SUBJECT PROPERTY OR FITNESS OF THE SUBJECT PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE SUBJECT PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE SUBJECT PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE). EXCEPT WITH RESPECT TO SELLER'S REPRESENTATIONS, COVENANTS AND AGREEMENTS AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, AT CLOSING, SELL AND

CONVEY TO PURCHASER, AND PURCHASER SHALL ACCEPT, THE SUBJECT PROPERTY “AS IS, WHERE IS” AND “WITH ALL FAULTS.” PURCHASER HAS NOT RELIED ON AND WILL NOT RELY ON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER WITH RESPECT TO THE SUBJECT PROPERTY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY CONTAINED IN THIS AGREEMENT, IF ANY. PURCHASER WILL CONDUCT SUCH INVESTIGATIONS AND INSPECTIONS OF THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE SUBJECT PROPERTY AND, EXCEPT AS PROVIDED HEREIN, WILL RELY SOLELY ON SUCH INVESTIGATIONS AND INSPECTIONS AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PURCHASER, AS OF THE CLOSING DATE, HEREBY WAIVES, RELINQUISHES AND RELEASES SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, SELLER’S NEGLIGENCE), LAWSUITS, DAMAGES, JUDGMENTS, SETTLEMENTS, COSTS, EXPENSES, OBLIGATIONS, LIABILITIES AND LOSSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND EXPENSES AND COURT COSTS, OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, ARISING OUT OF ANY DEFECT IN THE SUBJECT PROPERTY. PURCHASER WARRANTS AND REPRESENTS TO SELLER THAT PURCHASER HAS KNOWLEDGE AND

EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE PURCHASER TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. FURTHER, PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT IN A DISPARATE BARGAINING POSITION RELATIVE TO SELLER WITH RESPECT TO THIS AGREEMENT. The provisions of this Section 15 shall survive Closing and the delivery of the Special Warranty Deed or any expiration or termination of this Agreement, without limitation as to time, and shall be included in the Special Warranty Deed.

16. Defaults. If at the time of the Closing, Purchaser performs or tenders full performance of all of Purchaser's covenants and agreements herein set forth and Seller then refuses to consummate this Agreement for any reason other than Seller's inability to meet the title requirements or for which an exclusive remedy is elsewhere provided, then Purchaser, at Purchaser's option and as Purchaser's sole remedies, may either: (i) terminate this Agreement and receive back the Earnest Money (other than the Nonrefundable Deposit); or (ii) bring suit against Seller for specific performance of this Agreement, provided that the right to enforce specific performance shall not require Seller to remove any title encumbrances not affirmatively placed on the Subject Property by Seller or require Seller to perform any covenant beyond the then current ability of Seller. In the event Purchaser fails to file an action for specific performance of this Agreement on or before ninety (90) days after the date of such non-performance, Purchaser shall be deemed to have elected to proceed under clause (i) above and shall be deemed to have waived its right to enforce specific performance of this Agreement. If, at the time of Closing, Seller has performed or tendered full performance of all of Seller's covenants and agreements herein

set forth and Purchaser then fails or refuses to consummate this Agreement for any reason other than that for which an exclusive remedy is elsewhere provided, then Seller, as Seller's sole remedy, may cancel and terminate this Agreement and receive the Earnest Money and all interest thereon as liquidated damages for Purchaser's breach.

17. Real Estate Fee; Indemnity. Seller has agreed to pay a fee to Westbrook Companies pursuant to Seller's separate agreement with Westbrook Companies. Seller and Purchaser hereby agree that they will, at all times, hereafter **INDEMNIFY AND HOLD HARMLESS** one another and their heirs, executors, successors and assigns, from and against any and all claims, losses, costs, expenses, liabilities and/or damages, including reasonable attorneys' fees, which the other, its heirs, executors, successors or assigns, may hereafter incur, suffer or be required to pay to any individual or entity by reason of a real estate commission due by the indemnifying party in connection with the purchase and sale contemplated under this Agreement. Except as expressly provided above, Seller and Purchaser hereby represent and warrant to the other party that no other real estate commission or consulting fee is contemplated or payable in connection with this Agreement.

18. Foreign Person. Seller certifies to Purchaser that: (i) Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations, and Purchaser is not required to withhold any tax on the Purchase Price pursuant to Section 1445 of the said Code dealing with the purchase of real property located in the United States by a foreign person; and (ii) Seller's office address is the same as set forth in the notice provision of this Agreement. Seller understands that this certification may be disclosed to the Internal

Revenue Service by Purchaser, and that any false statement contained herein could be punished by fine, imprisonment or both.

19. Assignment. Purchaser may not assign all or any part of Purchaser's interest under this Agreement without the prior written consent of Seller. Any assignment or transfer, or attempted assignment or transfer by Purchaser in violation of this Section 19 shall be null and void and shall constitute a default hereunder, and Seller shall be entitled to terminate this Agreement and retain the Earnest Money and all interest earned thereon as liquidated damages for Purchaser's breach.

20. Exhibits. All exhibits referred to herein are attached hereto and are fully incorporated herein by reference and made a part hereof for all purposes.

21. Binding Effect. This Agreement will be binding upon and inure to the benefit of the heirs, executors, successors and assigns of the parties hereto and contains all of the agreements of the parties hereto and may be altered and amended only by an instrument in writing signed by each of the parties. There are no other agreements, oral or written, in existence which affect the transaction and which are prior in time to this Agreement.

22. Notices. All notices required or permitted to be given to either Purchaser or Seller under the terms of this Agreement will be sufficient if they are in writing and mailed or delivered in person or by electronic mail as follows:

(a) To Seller: R. Willing Ryan III
Rockbrook Partnership Ltd.
1901 N. Akard
Dallas, Texas 75201

Copy to: Fred Disney
Westbrook Development
1320 S. University Drive, Suite 1014

Fort Worth, Texas 76107
fdisney@westbrookcompanies.com

And to: Jackson Walker, LLP
777 Main Street, Suite 2100
Fort Worth, Texas 76107
Attention: Robert J. Reeb, III and Justin Shipley
rreeb@jw.com
jshipley@jw.com

(b) To Purchaser: Arturo Cavazos
Chief of District Operations
Fort Worth Independent School District
100 N. University Drive NW 258
Fort Worth, TX 76107
art.cavazos@fwisd.org

Copy to: Mary H. Barkley
Cantey Hanger LLP
600 West 6th Street, Suite 300
Fort Worth, Texas 76102
mbarkley@canteyhanger.com

Mailed notices will be deemed delivered and effective when placed in the United States Mail, certified, return receipt requested, postage prepaid, and addressed to such party at such party's address hereinabove set forth so long as said notice is emailed to the intended recipient on the same date as it is mailed.

23. Continuing Liability. Any covenant or agreement herein which expressly contemplates performance after the time of the Closing will not be deemed to be merged into or waived by the instruments of Closing, but will expressly survive and be binding upon the parties obligated thereby for the time period specified herein.

24. Modification of This Agreement. This Agreement may not be modified or amended except by a subsequent agreement in writing signed by the Seller and Purchaser. The Purchaser and Seller may waive any of the conditions contained herein or

any of the obligations of the other party hereunder, but any such waiver will be effective only if in writing and signed by the party waiving such condition or obligation.

25. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, but such counterparts will together constitute one and the same instrument.

26. Governing Law; Severability. This Agreement shall be construed and interpreted under the laws of the State of Texas and all legal proceedings relating to this Agreement or the transaction contemplated hereunder shall be brought in the appropriate court located in Tarrant County, Texas. All agreements and covenants contained in this Agreement are severable. In the event any agreement or covenant is held to be invalid by any court, this Agreement will be interpreted as if such invalid agreement or covenant were not contained herein.

27. Time of Essence. Time is of the essence in the compliance with the terms of this Agreement.

28. Headings. The headings of the sections contained in this Agreement are for convenience only and will not be taken into account in determining the meaning of any provision hereof.

29. Gender and Number. Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular number shall be construed to include the plural, and vice versa, as the context may require.

30. Expiration of Offer. The execution of this Agreement by Purchaser and delivery to Seller constitutes an offer by Purchaser which will expire at 5:00 p.m., Central Daylight Time, on October 8, 2019, unless prior thereto Seller has executed this

Agreement. The “Effective Date” of this Agreement will be the date of receipt and written acknowledgement thereof by the Title Company.

31. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed to the interpretation of this Agreement or any amendments or exhibits hereto.

32. Additional Agreements. The parties acknowledge that the following additional agreements are part of the consideration for this transaction.

- (a) Purchaser agrees that it will limit the use of the Property for an elementary or middle school site, and this restrictive covenant shall survive the Closing and shall be set forth more specifically in the Special Warranty Deed.
- (b) Seller shall have the right to repurchase the Property for the Purchase Price in the event no actual progress is made toward the development of an elementary or middle school use by December 31, 2024.
The term “actual progress” means the completion of two or more of the following actions: (1) the performance of a significant amount of labor to develop the property or other property acquired for the same public use project for which the Subject Property was acquired; (2) the provision of a significant amount of materials to develop the property or other property acquired for the same public use project for which the Subject Property was acquired; (3) the hiring of and performance of a significant amount of work by an architect, engineer, or surveyor to prepare a plan or plat that includes the property or other property acquired for the same public use project for which the property owner’s property was acquired; (4) application for state or federal funds to develop the property or other property acquired for the same public use project for which the Subject Property was acquired; (5) application for a state or federal permit to develop the property or other property acquired for the same public use project for which the property owner's property was acquired; or (6) the acquisition of a tract or parcel of real property adjacent to the property for the same public use project for which the Subject Property was acquired.
- (c) Seller shall provide a draft Special Warranty Deed with the specific terms of restrictive covenant and right of repurchase acceptable to Seller and

deliver said draft to Purchaser within ten (10) days of the expiration of the Feasibility Period.

- (d) Purchaser will provide Seller the reasonable opportunity to review and provide input on all architectural renderings of the proposed school site, and this covenant shall survive the Closing and shall be set forth more specifically in the Special Warranty Deed.

33. Purchaser is a Governmental Entity. This Agreement and the documents contemplated herein are subject to the approval by vote of the Board of Trustees of Purchaser and may be subject to public disclosure under Texas law. Seller acknowledges that Purchaser is vested with the right of eminent domain power under Texas law and nothing herein is intended to relinquish Purchaser's right of eminent domain.

34. Representations and Acknowledgements of Purchaser. Purchaser hereby represents and acknowledges that:

- (a) Except as otherwise provided herein, Purchaser has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller.

- (b) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries and investigations as it deems necessary, desirable, or appropriate with respect to the Subject Property. Those inquiries and investigations of Purchaser may include, but are not limited to, contracts pertaining to the Subject Property, the physical components of all portions of the Subject Property, the condition of the Subject Property, the existence of any wood-destroying organisms on the Subject Property, the state of facts that an accurate survey and inspection

would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Subject Property is located, and the value and marketability of the Subject Property.

(c) Purchaser is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Purchaser hereunder, and Purchaser's right to execute this Agreement is not limited by any other agreements. The person signing this Agreement has been authorized by Purchaser to do so. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Purchaser is a party or by which Purchaser is bound, or violate any regulation, law, court order, judgment, or decree applicable to Purchaser.

(d) Purchaser is not, and shall not become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, threaten to Commit, or Support Terrorism), or other governmental action.

35. Due Diligence Materials. With respect to all those documents or reports related to the Subject Property and furnished by Seller to Purchaser (including, without limitation, pursuant to Section 5 hereof), Seller makes no representations or warranties as to the truth, accuracy, or completeness thereof (e.g., that such materials are current, complete, accurate, or the final version thereof, or that all such materials are in Seller's

possession); provided, however, Seller shall promptly inform Purchaser if Seller acquires actual knowledge that any information contained in any such materials is untrue, inaccurate, or incorrect in any material respect. It is the parties' express understanding and agreement that any documents or reports related to the Subject Property are provided only for Purchaser's convenience in making its own examination and determination as to whether it wishes to purchase the Subject Property, and, in doing so, Purchaser shall rely exclusively on its own independent investigation and evaluation of every aspect of the Subject Property and not on the documents or reports furnished by Seller, if any. Purchaser expressly disclaims any intent to rely on any documents or reports related to the Subject Property and furnished to Purchaser connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information.

36. No Partnership. The relationship of the parties hereto is solely that of Seller and Purchaser with respect to the Subject Property and no joint venture or other partnership exists between the parties hereto. Neither party has any fiduciary relationship hereunder to the other.

[Signature Page Follows]

EXECUTED on the dates set forth below each signature, but **EFFECTIVE** for all purposes as of the date of receipt by the Title Company.

PURCHASER:

By: _____

Name: _____

Title: Fort Worth Independent School District
Superintendent

Date: _____

SELLER:

Rockbrook Partnership, Ltd.
a Texas limited partnership

By: R. Willing Ryan III
Name: R. Willing Ryan III

Title: Managing Member of Rockbrook
Investments, LLC, General Partner of
Rockbrook Partnership, Ltd.

Date: 9/16/2019

The Title Company has joined herein for the purposes of: (i) acknowledging unto Seller and Purchaser that it has received the Earnest Money; and (ii) evidencing its agreement to act in accordance with the terms of this Agreement.

RATTIKIN TITLE COMPANY

By: _____
Name: _____
Title: _____

Exhibit "A" – Sketch of 15 Acre Subject



Path: M:\DWG-01\Fort Worth Office\Proposals\FWISDPOTENTIAL NEW SCHOOL SITE - 2019\

TX REG. SURVEYING FIRM LS-101938-05

TX REG. ENGINEERING FIRM F-14439

EXHIBIT A

PROPOSED SITE
FORT WORTH ETJ, TARRANT COUNTY, TX



6100 WESTERN PLACE, STE 1001
FORT WORTH, TX 76107
PHONE: (817) 412-7155

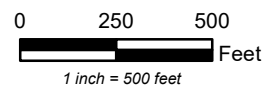


NOTES

BACKGROUND IMAGE FROM
BING AERIALS

DATUM

NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202



September 3, 2019

 PROPOSED SITE LOCATION (APPROX 15 AC)

RESOLUTION TO APPROVE CONTRACT OF SALE TO PURCHASE 15 ACRE PARCEL OUT OF THE NATHAN PROCTOR SURVEY ABSTRACT 1229 TRACT 1, TARRANT COUNTY, TX 76126 AND ALSO KNOWN AS 1901 RM RD 2871, FORT WORTH, TEXAS 76126

**BOARD OF EDUCATION
BOARD MEETING: SEPTEMBER 24, 2019
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 24th day of September, 2019, the Board of Education (BOE) for the Fort Worth Independent School District (District) convened in regular session with a quorum of its members present, and;

WHEREAS, the District has determined that a public necessity exists for, that the public welfare and convenience will be served by, and that public necessity require the purchase and acquisition, by eminent domain, if needed, of the fee simple title of 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, also known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126 (the Property), owned by Rockbrook Partnership, Ltd. (Seller), whose address is 1901 N. Akard, Dallas, Texas 75201, for school related facilities; and

WHEREAS, the 15.0 acre tract to be acquired is depicted on the attached Exhibit "A"; and

WHEREAS, Seller has agreed to sell the Property to the District for a total price of \$1,400,000.00; and

WHEREAS, the District engaged a certified real estate appraiser who has appraised the Property; and

WHEREAS, the District hereby authorizes and directs Dr. Kent Scribner, in his capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property or, if negotiations are unsuccessful, take all actions necessary to direct counsel to initiate eminent domain proceedings to acquire the Property.

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED THAT the Board of Education of the Fort Worth Independent School District, in accordance with local, state, and federal laws, local policies, and other pronouncements and regulations, does hereby adopt the following RESOLUTION:

The Fort Worth Independent School District Board of Education hereby authorizes the purchase of 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and also known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126 from Rockbrook Partnership, Ltd. by final offer for a total price of \$1,400,000.00, subject to a feasibility period, and acquire the Property by eminent domain, if needed, in the event contractual negotiations are unsuccessful,

and authorizes Dr. Kent Scribner, in his capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property, including by eminent domain.

The above Resolution and Order being read, a motion was made by _____, seconded by _____ that this Resolution above and foregoing be passed, approved, and adopted.

APPROVED:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Jacinto "Cinto" Ramos, Jr., President,
Fort Worth Independent School District
Board of Education

ATTEST:

Quinton Phillips, Secretary,
Fort Worth Independent School District
Board of Education

**ACTION AGENDA ITEM
BOARD MEETING
September 24, 2019**

**TOPIC: APPROVE SECOND READING-REVISIONS TO BOARD POLICIES
CCG(LOCAL), CCGA(LOCAL) AND CH(LOCAL)**

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the district’s local policies are concerned. District personnel updates policies incorporating TASB’s recommendations and/or the needs of the district. The Board of Trustees always has the final say regarding which policies go in the manual.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revisions to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL)

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

The approval of these policies will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Karen Molinar

Board Policy Update #112

➤ CCG(LOCAL): LOCAL REVENUE SOURCES-AD VALOREM TAXES

RATIONALE

For consistency with the recoding of legal provisions, the district's local policy provisions on exemptions and payments of ad valorem taxes have been moved from CCG to CCGA.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Fort Worth ISD
220905

LOCAL REVENUE SOURCES
AD VALOREM TAXES

CGG
(LOCAL)

Discounts

~~Discount options shall not be provided for the early payment of property taxes in the District.~~

Split Payments

~~Split payment of taxes shall be allowed in accordance with statutory provisions.~~

Board Policy Update #112

➤ **CCGA(LOCAL): AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS**

RATIONALE

For consistency with the recoding of legal provisions (see below), the district's local policy provisions on exemptions and payments of ad valorem taxes have been moved from CCG to CCGA.

CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

Provisions on exemptions and payments of ad valorem taxes have been updated and moved from CCG to CCGA. In addition, two constitutional amendments have been added:

As allowed by Senate Joint Resolution 1 and Senate Bill 15 (85th Texas Legislative Session), voters approved an exemption of all or part of the value of the residence homestead of the surviving spouse of a first responder who is killed or fatally injured in the line of duty. See *Surviving Spouse of First Responder*.

As allowed by House Joint Resolution 21 and House Bill 150, voters approved an exemption of part of the value of the residence homestead of a partially disabled veteran or surviving spouse if the homestead was donated to the veteran by a charitable organization for less than market value. See *Veteran Exemptions*.

Please note that the board of a district that adopted a local option homestead exemption for all taxpayers under Tax Code 11.13(n) may not reduce or repeal the exemption before December 31, 2019.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Discounts

Discount options shall not be provided for the early payment of property taxes in the District.

Split Payments

Split payment of taxes shall be allowed in accordance with statutory provisions.

BOARD POLICY UPDATE #112

CH(LOCAL): Purchasing and Acquisition

Rationale

At Purchasing Authority and Purchasing Method and at General Procurement Requirements, we recommend adding a reference to CBB(LEGAL), addressing procurement requirements for federal awards, as a reminder that other requirements may be applicable if federal funds are involved in a purchase.

Likewise, at Rejected Bids, we recommend an adjustment to acknowledge that any rejection of bids shall be in accordance with state or federal law, as some purchases with federal funds may require a sound, documented reason for rejecting a bid.

Under Texas law, a board may accept bids or proposals submitted electronically but only if the board adopts rules to ensure the identification, security, and confidentiality of the electronic bids or proposals and that the electronic bids or proposals remain effectively unopened until the proper time. The recommended text at Electronic Bids or Proposals ensures that districts have appropriate policy provisions in place for any bids or proposals that the district chooses to accept electronically. The text does not obligate the district to accept bids or proposals electronically but does require that any such submission be administered in accordance with board-adopted rules that address the legal requirements.

A recommended revision at Responsibility for Debts clarifies that debts made in the name of the district must be consistent with the adopted budget, law, board policy, and the district's purchasing procedures. This text mirrors provisions at CE(LOCAL), not included in this update, regarding authorized expenditures. To increase flexibility, at Purchase Commitments, the specific reference to purchase orders was replaced with a reference to the district's administrative procedures including any district purchasing procedures, where the district should outline the circumstances for when purchase orders are required.

At Personal Purchases, the prohibition on employees making purchases for personal use was broadened to apply to all purchases, not just purchases of supplies or equipment. We have retained the crossreference to your unique policy at CMB.

Please review the provisions establishing the dollar amounts related to purchases that require board approval, for which certain persons have the authority to sign contracts, and that require the district to use bids or proposals for the procurement of professional and consulting services.

Except for minor revisions for consistency with policy style and rearranging for a more logical sequence of provisions and to improve accessibility for individuals with disabilities, the principal concepts and decisions reflected in this locally developed policy have not been further changed.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority and
Purchasing Method**

The Board delegates to the Superintendent or designee the authority to determine the method of purchasing, in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate, and to make budgeted purchases.

Board Approval

However, any purchase or contract that exceeds the sum of \$50,000 shall require Board approval before a purchase order is issued so that a transaction may take place.

**Procurement
Restriction**

No District employee with purchasing authority may authorize the purchase of anything from any person or from any firm that is controlled, owned, or operated by that employee or from a relative within the second degree by blood or marriage of the employee. [See BBFA and BBFB(LEGAL) for Board members].

Personal Purchases

District employees shall not be permitted to make purchases use ~~District resources to purchase supplies or equipment~~ for personal use through the District's business office. [See also CMB]

**Procurement
Function**

The procurement function is assigned to the ~~senior financial officer~~ Chief Financial Officer.

The purchasing department shall supervise the purchase of all materials, supplies, equipment, and services for the District.

**Purchase
Commitments**

All purchase commitments shall be made by the Superintendent or designee on a properly drawn and issued purchase order or such other purchase mechanism as approved by the Board, in accordance with ~~District~~ administrative procedures, including the District's purchasing procedures regulations.

**General
Procurement
Requirements**

District procurements shall be made according to:

1. Applicable law [See CH(LEGAL) or CBB(LEGAL), as appropriate]; and
2. District administrative regulations and grant requirements when more restrictive than law.

Electronic Bids or
Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

~~Board Approval~~

~~Any purchase order or contract not supported by a purchase order that exceeds \$50,000 shall require Board approval before a transaction may take place.~~

Authority to Sign Contracts

Any contract for ~~Contracts~~ greater than \$25,000 shall require the signatures of the Superintendent or designee ~~and the appropriate deputy superintendent.~~

Encouragement of Small and Local Firms

The District seeks to increase the pool of qualified firms competing for contracts by providing small and local firms, and historically underutilized businesses (HUB) owned or operated by minorities or women with information and access to compete for construction, architecture, engineering, and professional services contracts; and referral services to technical assistance, financial, bonding and insurance, and certification services that promote the long-term competitive capacity of such firm.

The District ~~will~~ ~~shall~~ develop and maintain procedures to ensure that small and local firms, and firms owned or operated by minorities or women are afforded an equitable opportunity to compete on all District contracts. Such procedures may include, but not be limited to, attending pre-bid and pre-proposal conferences and conducting seminars and training workshops to assist HUB-designated vendors become an active participant in District contracting opportunities.

Implementation |

Nothing herein shall be construed to authorize ~~or~~ require expenditure of funds for goods and services apart from normal statutory purchasing processes.

Historically Underutilized Business Enterprises

The District requires all departments to make a good faith effort to ensure that HUBs receive a portion of its contract dollars. A HUB is defined as a business formed for the purpose of making a profit in which at least 51 percent of the business is owned, operated, and controlled by one or more of the following:

1. "Minority-Owned Business Enterprise (MBE)" is defined for the purposes of this policy to mean a business enterprise that is at least 51 percent owned by a minority individual or group; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority groups and whose management and daily operations are controlled and operated by one or more of these individuals.
2. "Minority individual" is defined for purposes of this policy to include Black Americans, Hispanic Americans, Asian Americans, Asian-Pacific Americans, Native Americans, or persons with a disability.
3. "Woman-Owned Business Enterprise (WBE)" is defined for purposes of this policy as a business enterprise that is at least 51 percent owned by a woman or women; or in the case of

any publicly owned business, at least 51 percent of the stock of which is owned by one or more women and whose management and daily business operations are controlled and operated by one or more women.

4. "Small Business Enterprise" is defined for purposes of this policy as one that, at the time of contract award, meets the following requirements:
- Is independently owned and operated, is not dominant in the field of operation in which it is proposing, has its principal place of business located in the United States, and is organized for profit;
 - Is at least 51-percent owned, or in the case of a publicly owned business, at least 51 percent of its voting stock is owned by United State U.S. citizens or lawfully fully admitted permanent resident aliens; and
 - Has, including its affiliates, a number of employees or annual receipts not exceeding the regulatory requirements found in 13 C.F.R CFR Part 121. Size standards have been established for types of economic activity, or industry, generally under the North American Industrial Classification System (NAICS).

The Board's expectation is that a minimum of 25 percent of all District work advertised for competitive bid or competitive sealed proposal will shall be performed by historically underutilized business HUB enterprises as prime contractors or as subcontractors. However, nothing in this policy shall operate in violation of law, including the provisions of the revised civil statutes of Texas, Texas Education Code Section 44.031, or any other provision of state or federal law.

Certification as
Minority / Women
Business
Enterprises

Any business wishing to be identified by the District as a small, women-owned, or minority business shall be certified as such by the City of Fort Worth, Tarrant County, the state of Texas, the North Central Texas Regional Certification Agency, the U.S. Small Business Administration (SBA), or any other recognized certification agency.

**Professional and
Consulting Services**

When a purchase order for professional and consulting services exceeds \$25,000, these services shall be formally, competitively acquired using the Professional Services Procurement Act, Texas Government Code Chapter 2254, except for those sole source items as described in Texas Education Code 44.031.

Emergency Purchases

The Board delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure, to the Superintendent, ~~deputy superintendent~~, or division chief; any such emergency purchase shall be ~~subsequently reported to the Board~~ ratified by the Board if the emergency purchase exceeds \$50,000.

Small Purchases

In the event that a small, infrequent purchase in an amount of \$150 or less is required on short notice in order to conduct a group meeting or similar District-related activity, such a purchase may be made by a District employee using his or her personal funds. Such a purchase, properly receipted and authorized, shall be reimbursed by the accounting department. Under no circumstances may these exceptional procedures be used to circumvent normal purchasing procedures and practice.

Reservation of Rights

~~Notwithstanding anything in this policy to the contrary, the Board reserves the right to reject any and all bids and proposals, to award contracts that appear to be advantageous to the District, and to waive all formalities in bidding.~~

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing ~~current administrative~~ procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. ~~Persons ;persons~~ making unauthorized purchases shall assume full responsibility for all such debts.

Reservation of Rights

Notwithstanding anything in this policy to the contrary, the Board reserves the right to reject any and all bids and proposals, to award contracts that appear to be advantageous to the District, and to waive all formalities in bidding.

Right to Protest

Any party who believes they are aggrieved in connection with a procurement action may protest to the chief financial officer or designee. The protest shall be submitted in writing within five business days after the facts or occurrence giving rise to the complaint.

Procurements ~~After~~ **After** Protest

In the event of a timely protest, the responsible office shall not proceed further with the procurement unless the chief financial officer or designee makes a determination that the award of the contract is necessary to protect substantial interests of the District.

Authority to Resolve Protests

The chief financial officer or designee shall convene a hearing committee of at least three administrators to review the protest.

PURCHASING AND ACQUISITION

CH
(LOCAL)

Protest
Determination

The chief financial officer or designee shall promptly issue a determination relating to the protest. The determination shall:

1. State the reasons for the action taken, if any; and
2. Inform the protesting party of the right to appeal the determination to the Board in accordance with Board policy GF(LOCAL).

Rejected Bids

The purchasing department shall maintain an administrative process for complaints regarding bids rejected in accordance with state or federal law, as applicable bids.