

*Board of Education
Regular Meeting
February 27, 2018*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on February 27, 2018 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** - Meadowbrook Elementary School
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Kappa Alpha Psi
4. **LONE STAR GOVERNANCE**
 - A. Goal Progress Measure
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. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 1. Approve School Readiness Consulting, LLC. for Pre-K Partnership Grant 4
 2. Approve Renewal of Microsoft Enrollment for Education Solutions (EES) Program 7

3. Approve the Purchase of TV Advertisement for the Prekindergarten Campaign with Station Venture Operations, L.P.	13
4. Approve the Purchase of TV Advertisement for the Prekindergarten Campaign with NBC Universal LLC	20
5. Approve the Purchase of TV Advertisement for the Prekindergarten Campaign with UVN Texas, LP-KUVN	24
B. Approve the Sale of Tax Foreclosed Properties	34
C. Approve Budget Amendment for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program	40
D. Approve Budget Increase for Bid Package 017 (RFP 15-036) in the 2013 Capital Improvement Program	46
E. Ratification of Plat at TEA 054 Morningside Middle School for the 2013 Capital Improvement Program	49
F. Approve Reimbursement Resolution Authorizing Administration to Pay Capital Expenditures for the 2017 CIP Prior to the Receipt of Bond Proceeds	51
G. Approve Memorandum of Understanding with the City of Fort Worth for Hurricane Harvey Sheltering Funding	55
H. Approval of Minutes of the October 16, 2017 Citizens' Oversight Committee Meeting	63
I. Approve the Minutes for the October 23, 2017, November 13, 2017, December 5, 2017 and December 19, 2017 Racial Equity Committee Meetings	70

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 (Section 551.071)
- B. Personnel Matters (Section 551.074)
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 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. Approve Waiver of Petition Requirements for Board Policy CW (LOCAL) and Approve Naming of Classroom at Edward J. Briscoe Elementary After Glory Griggs 81
- B. Approve Updated FWISD Board Committee Chart 83
- C. Consider the Adoption of an Order Authorizing the Issuance of Unlimited Tax School Building Bonds: Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Said Bonds: Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Said Bonds: Establishing Procedures for the Sale and Delivery of the 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 an Authorized District Officer 86
- D. Approval to Select the Citizens' Oversight Committee (COC) Members for the 2017 Capital Improvement Program 121

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

16. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE SCHOOL READINESS CONSULTING, LLC. FOR PRE-K PARTNERSHIP GRANT

BACKGROUND:

The Pre-K Partnership Grant included funds for hiring a consultant to maximize the effectiveness of the grant's intentions, to develop sustainable partnerships with community child care providers. FWISD is committed to the sustainability of gains made through the Pre-K Partnership Grant. The goals and objectives of the grant are aligned with the district's key strategies. The data compiled by the consultant to guide plans for future sustainable partnerships would range from analyzing student indicators of success (i.e., student assessments, kindergarten readiness, social/emotional wellness) to stakeholder voice (i.e., student, parent and educator surveys and focus groups, etc.). This is the initial signing of this contract.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve School Readiness Consulting, LLC. for Pre-K Partnership Grant
2. Decline to Approve School Readiness Consulting, LLC. for Pre-K Partnership Grant
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve School Readiness Consulting, LLC for Pre-K Partnership Grant

FUNDING SOURCE

Additional Details

Special Revenue

203-61-6291-074-999-32-143-000000-17F29

COST:

\$113,362.00

VENDOR:

School Readiness Consulting, LLC.

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 18-042

Number of Bid/Proposals received: 2

HUB Firms: 1*

Compliant Bids: 2

School Readiness Consultant	<u>\$113,362.00</u>
Bilingualistics Inc.*	\$685,188.00

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

Good Shepherd Christian Academy
KinderCare
Polly Wog Early Learning Academy
Rosie K. Mauk Child Development Center
YMCA of Metropolitan of Fort Worth

RATIONALE:

The purpose of the Pre-K Partnership Grant is to expand capacity to plan and implement a partnership model for FWISD and private TRS 4-Star child care providers. School Readiness Consulting Inc. promotes best practices by building internal leadership and educator capacity. Their work in this area would focus on continuous quality improvement through a coaching model design and implementation, instructional leadership development, and data-driven professional development. Through the development of this implementation process, the district and its partners would be able to create a clear and practical approach to comprehensively expand access to high quality early learning experiences for our youngest children.

INFORMATION SOURCE:

Charles Carroll
Cheryl Mixon

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

**TOPIC: APPROVE RENEWAL OF MICROSOFT ENROLLMENT FOR
EDUCATION SOLUTIONS (EES) PROGRAM**

BACKGROUND:

The Enrollment for Education Solutions (EES) program provides a simplified way to acquire Microsoft software and services. EES provides benefits such as the ability to easily add additional products of any quantity, self-service tools for simplified asset management, and immediate access to benefits such as product upgrades through Microsoft Software Assurance. This program continuously provides a computing environment which is current with the business computing environment our students will experience as they enter the workforce. The EES service period will be April 2018 – April 2019.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal of Microsoft Enrollment for Education Solutions (EES) Program
2. Decline to Approve Renewal of Microsoft Enrollment for Education Solutions (EES) Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Microsoft Enrollment for Education Solutions (EES) Program

FUNDING SOURCE

Additional Details

General Fund

199-53-6399-814-999-99-423-000-000000

COST:

Not to exceed \$647,625.00

VENDOR:

CDW-G

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 National Joint Powers Alliance (\NJPA Contract Number 100616. 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 item will provide the District (employees and students) licensing for the computer operating system and Microsoft Office Suite. It also provides Office 365, the District's platform for email and SharePoint.

INFORMATION SOURCE:

Art Cavazos
Kyle Davie
Mcdeny Mojica

QUOTE CONFIRMATION



DEAR MCDENY MOJICA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JNTP468	2/5/2018	MSFT.RENEWAL.CURRENT	0926086	\$647,624.16

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Desktop Education w/Enterprise CAL - license & software assurance Mfg. Part#: 2UJ-00003 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	8034	2258215	\$51.24	\$411,662.16
Microsoft Office 365 (Plan A2) - subscription license - 1 user Mfg. Part#: M6K-00001-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	9000	2614683	\$0.00	\$0.00
Microsoft Office 365 ProPlus Subscription License 1 Year Mfg. Part#: 5XS-00003-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	9000	3555734	\$0.01	\$90.00
Microsoft Identity Manager - license & software assurance - 1 device CAL Mfg. Part#: NK7-00064 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	8034	3799082	\$1.52	\$12,211.68
Microsoft Azure Active Directory Basic - subscription license - 1 user Mfg. Part#: 965-00002-12MO UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	80000	4396058	\$0.00	\$0.00
Microsoft Azure Active Directory Basic - subscription license - 1 user Mfg. Part#: 965-00002 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	80000	3617527	\$0.00	\$0.00
Microsoft Office 365 (Plan A2) - subscription license - 1 user Mfg. Part#: M6K-00001-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA	80000	2697621	\$0.00	\$0.00

Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	GRAND TOTAL	\$647,624.16
DELIVER TO Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST DIVISION OF TECHNOLOGY 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: ELECTRONIC DISTRIBUTION	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW+G SALES CONTACT INFORMATION

	Mike Chiesa		(866) 301-5739		mikechi@cdw.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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CDW Government LLC



Contract#: 100614-CDW
Category: Technology, Security & Communication Solutions
Maturity Date: 11/18/2018

CDW-G is a leading technology solutions provider of hardware, software, peripheral products, and professional services to governmental and educational institutions. Set apart by a commitment to deliver the best customer experience, CDW-G assists in providing what you need when you need it in a way that exceeds your expectations. As a national leader in the technology industry, CDW-G will help you choose the solution that best meets your organization's current and future technology needs. Support is provided before, during and after your technology purchase. And, your personal account manager is there to help you every step of the way. Contract includes discount on the most commonly purchased technology products. Nationally leveraged volume price advantage for all members. Your one stop total software solutions provider.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE



Our step-by-step guide

Vendor Contact Info

David White
Direct Phone: 877-722-8625
davidwh@cdw.com
www.cdw.com/njpa



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 100614 # Technology Solutions with Related Equipment and Accessories

CDW Government, LLC
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 1st, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Couette
NJPA Executive Director (Name printed or typed)

Awarded this 18th day of November, 20 14 NJPA Contract Number 100614 #CDW

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 18th day of November, 20 14 NJPA Contract Number 100614 #CDW

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CDW Government LLC

Vendor Authorized signature: [Signature] Christina V. Rother
(Name printed or typed)

Title: President, CDW Government LLC

Executed this 26th day of November, 20 14 NJPA Contract Number 100614 #CDW

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE THE PURCHASE OF TV ADVERTISEMENT FOR THE PREKINDERGARTEN CAMPAIGN WITH STATION VENTURE OPERATIONS, L.P.

BACKGROUND:

The District must work through a diverse selection of television channels to ensure all parents are informed and aware of opportunities. In an effort to reach our audience, we have identified a Station (Station Venuture Operations, L.P.) which broadcasts to the entire north Texas area and is headquartered in the Metroplex. This station reaches a greater number of Fort Worth residents through a variety of attractive programming. This assists with the ability to reach Fort Worth residents with the important message about the Fort Worth ISD Prekindergarten Campaign.

In August 2017, the District made a purchase of \$20,000.50 for the Back to School Campaign. We seek approval on a purchase of \$44,999.85 (exceeding an aggregate of \$50,000 when added to the previous contract); this purchase will allow support of the Prekindergarten Campaign to engage a targeted audience of Hispanic parents, grandparents and other stakeholders in an effort to enroll children in Pre-K.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve The purchase of TV advertisement for the Prekindergarten Campaign with Station Venture Operations, L.P.
2. Decline to Approve The purchase of TV advertisement for the Prekindergarten Campaign with Station Venture Operations, L.P.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The purchase of TV advertisement for the Prekindergarten Campaign with Station Venture Operations, L.P.

FUNDING SOURCE

Additional Details

General Fund

199-41-6499-001-750-99-104-000000-

COST:

2017-18 School Year

\$20,000.50 (previously purchased on August 2017)

\$44,999.85

Total for the 2017-18 SY

\$65,000.35

VENDOR:

Station Venture Operations, L.P.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-072-B

Number of Bid/Proposals received: 16

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 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

Districtwide

RATIONALE:

Approval will allow the District to engage a targeted audience of parents, grandparents and other stakeholders in a meaningful way and enlist their collaboration in the education of our children.

INFORMATION SOURCE:

Barbara Griffith
Clint Bond
John Cope



NXAS
4805 Amon Carter Blvd.
Ft. Worth, TX 76155
(817) 654-6500

CONTRACT

<u>Contract / Revision</u> 814900 /		<u>Alt Order #</u>
<u>Product</u> Fort Worth ISD 2018		
<u>Contract Dates</u> 03/19/18 - 04/08/18	<u>Estimate #</u>	
<u>Advertiser</u> FORT WORTH ISD		<u>Original Date / Revision</u> 01/30/18 / 01/30/18
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> NXAS	<u>Account Executive</u> Jamie Fitzgerald	<u>Sales Office</u> Dallas BD Local
<u>Special Handling</u>		
<u>Demographic</u> RW2549		
		<u>Total Ratings</u> 26.40
<u>Agency Code</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u> 37993	<u>Advertiser Ref</u> 36936	

And:

FORT WORTH INDEPENDENT SCHOOL DISTRICT
100 N UNIVERSITY DR
FORT WORTH, TX 76107
USA

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	NXAS	03/19/18	04/08/18	AM ROTATION	7A-10A		:30				NM	24	\$600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTF--				8	\$25.00	0.20			
	Week:	03/26/18	04/01/18	MTWTF--				8	\$25.00	0.20			
	Week:	04/02/18	04/08/18	MTWTF--				8	\$25.00	0.20			
N 2	NXAS	03/19/18	04/08/18	DAYTIME ROTATION	10A-3P		:30				NM	24	\$960.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTF--				8	\$40.00	0.20			
	Week:	03/26/18	04/01/18	MTWTF--				8	\$40.00	0.20			
	Week:	04/02/18	04/08/18	MTWTF--				8	\$40.00	0.20			
N 3	NXAS	03/19/18	04/08/18	EARLY FRINGE ROTATION	3P-5P		:30				NM	24	\$840.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTF--				8	\$35.00	0.30			
	Week:	03/26/18	04/01/18	MTWTF--				8	\$35.00	0.30			
	Week:	04/02/18	04/08/18	MTWTF--				8	\$35.00	0.30			
N 4	NXAS	03/19/18	04/08/18	PRIME ROTATION	7P-10P		:30				NM	24	\$1,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTF--				8	\$50.00	0.40			
	Week:	03/26/18	04/01/18	MTWTF--				8	\$50.00	0.40			
	Week:	04/02/18	04/08/18	MTWTF--				8	\$50.00	0.40			
N 5	NXAS	03/19/18	04/08/18	OVERNIGHT ROTATION	12A-5A		:30				NM	30	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTFSS				10	\$0.00	0.00			
	Week:	03/26/18	04/01/18	MTWTFSS				10	\$0.00	0.00			
	Week:	04/02/18	04/08/18	MTWTFSS				10	\$0.00	0.00			

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



NXAS
4805 Amon Carter Blvd.
Ft. Worth, TX 76155
(817) 654-6500

<u>Contract / Revision</u> 814900 /		<u>Alt Order #</u>
<u>Contract Dates</u> 03/19/18 - 04/08/18	<u>Product</u> Fort Worth ISD 2018	<u>Estimate #</u>
<u>Advertiser</u> FORT WORTH ISD		<u>Original Date / Revision</u> 01/30/18 / 01/30/18

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 6	NXAS	03/19/18	04/01/18	WK AM ROTATION	5A-10A		:30				NM	8	\$0.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	-----SS				4	\$0.00	0.00			
	Week:	03/26/18	04/01/18	-----SS				4	\$0.00	0.00			
Totals								26.40				134	\$3,600.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
02/26/18 - 03/25/18	46	\$1,200.00	(\$180.00)	\$1,020.00
03/26/18 - 04/08/18	88	\$2,400.00	(\$360.00)	\$2,040.00
Totals	134	\$3,600.00	(\$540.00)	\$3,060.00

Signature: _____



Date: _____

2-7-18

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.

CONTRACT



KXAS
 4805 Amon Carter Blvd
 Ft. Worth, TX 76155
 (817) 654-6500

www.nbcdfw.com

And:

FORT WORTH INDEPENDENT SCHOOL DISTRICT
 100 N UNIVERSITY DR
 FORT WORTH, TX 76107
 USA

<u>Contract / Revision</u> 814888 /		<u>Alt Order #</u>
<u>Product</u> Fort Worth ISD 2018		
<u>Contract Dates</u> 03/19/18 - 04/08/18		<u>Estimate #</u>
<u>Advertiser</u> FORT WORTH ISD		<u>Original Date / Revision</u> 01/30/18 / 01/30/18
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> KXAS	<u>Account Executive</u> Jamie Fitzgerald	<u>Sales Office</u> Dallas BD Local
<u>Special Handling</u>		
<u>Demographic</u> RW2549		
		<u>Total Ratings</u> 42.90
<u>Agency Code</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u> 37993	<u>Advertiser Ref</u> 36936	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 1	KXAS	03/19/18	04/08/18	530A-6A M-F NBC5 TODAY	530A-6A		:30				NM	9	\$6,750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTF--				3	\$750.00	1.10			
	Week:	03/26/18	04/01/18	MTWTF--				3	\$750.00	1.10			
	Week:	04/02/18	04/08/18	MTWTF--				3	\$750.00	1.10			
N 2	KXAS	03/19/18	04/08/18	6A-7A M-F NBC5 TODAY	6A-7A		:30				NM	9	\$9,900.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTF--				3	\$1,100.00	1.30			
	Week:	03/26/18	04/01/18	MTWTF--				3	\$1,100.00	1.30			
	Week:	04/02/18	04/08/18	MTWTF--				3	\$1,100.00	1.30			
N 3	KXAS	03/19/18	04/08/18	7A-9A M-F TODAY SHOW	7A-9A		:30				NM	9	\$10,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTF--				3	\$1,200.00	1.10			
	Week:	03/26/18	04/01/18	MTWTF--				3	\$1,200.00	1.10			
	Week:	04/02/18	04/08/18	MTWTF--				3	\$1,200.00	1.10			
N 4	KXAS	03/19/18	04/08/18	11A-3P M-F DAYTIME ROTA	11A-3P		:30				NM	12	\$3,600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTF--				4	\$300.00	0.50			
	Week:	03/26/18	04/01/18	MTWTF--				4	\$300.00	0.50			
	Week:	04/02/18	04/08/18	MTWTF--				4	\$300.00	0.50			
N 5	KXAS	03/19/18	04/08/18	5P-530P M-F NBC5 NEWS	5P-530P		:30				NM	6	\$7,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
	Week:	03/19/18	03/25/18	MTWTF--				2	\$1,200.00	0.90			
	Week:	03/26/18	04/01/18	MTWTF--				2	\$1,200.00	0.90			
	Week:	04/02/18	04/08/18	MTWTF--				2	\$1,200.00	0.90			

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



KXAS
 4805 Amon Carter Blvd
 Ft. Worth, TX 76155
 (817) 654-6500

www.nbcdfw.com

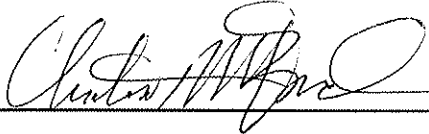
<u>Contract / Revision</u>	<u>Alt Order #</u>
814888 /	

<u>Contract Dates</u>	<u>Product</u>	<u>Estimate #</u>
03/19/18 - 04/08/18	Fort Worth ISD 2018	

<u>Advertiser</u>	<u>Original Date / Revision</u>
FORT WORTH ISD	01/30/18 / 01/30/18

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount	
N 6	KXAS	03/19/18	04/08/18	1A-5A M-SU OVERNIGHT	1A-5A		:30				NM	15	\$0.00	
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>				
	Week:	03/19/18	03/25/18	MTWTFSS				5	\$0.00	0.00				
	Week:	03/26/18	04/01/18	MTWTFSS				5	\$0.00	0.00				
	Week:	04/02/18	04/08/18	MTWTFSS				5	\$0.00	0.00				
N 7	KXAS	03/19/18	04/08/18	WEB/INTERNET	WEB/INTERNET		:00				NS	3	\$11,091.00	
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>				
	Week:	03/19/18	03/25/18	M-----				1	\$3,697.00	0.00				
	Week:	03/26/18	04/01/18	M-----				1	\$3,697.00	0.00				
	Week:	04/02/18	04/08/18	M-----				1	\$3,697.00	0.00				
Totals												42.90	63	\$49,341.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
02/26/18 - 03/25/18	21	\$16,447.00	(\$2,467.05)	\$13,979.95
03/26/18 - 04/08/18	42	\$32,894.00	(\$4,934.10)	\$27,959.90
Totals	63	\$49,341.00	(\$7,401.15)	\$41,939.85

Signature:  Date: 2-7-18

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE THE PURCHASE OF TV ADVERTISEMENT FOR THE PREKINDERGARTEN CAMPAIGN WITH NBC UNIVERSAL LLC

BACKGROUND:

The District must work through a diverse selection of television channels to ensure all parents are informed and aware of opportunities. In an effort to reach our Spanish-speaking audience, we have identified a Station (NBC Universal LLC, DBA Telemundo LLC) which broadcasts to the entire north Texas area and is headquartered in the Metroplex. This station reaches a greater number of Fort Worth residents through a variety of attractive programming. This assists with the ability to reach Fort Worth residents with the important message about the Fort Worth ISD Prekindergarten Campaign.

In August 2017, the District made a purchase of \$20,230.00 for the Back to School Campaign. We seek approval on a purchase of \$46,346.25 (exceeding an aggregate of \$50,000 when added to the previous contract); this purchase will allow support of the Prekindergarten Campaign to engage a targeted audience of Hispanic parents, grandparents and other stakeholders in an effort to enroll children in Pre-K.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve The purchase of TV advertisement for the Prekindergarten Campaign with NBC Universal, LLC
2. Decline to Approve The purchase of TV advertisement for the Prekindergarten Campaign with NBC Universal, LLC
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The purchase of TV advertisement for the Prekindergarten Campaign with NBC Universal, LLC

FUNDING SOURCE

Additional Details

General Fund

199-41-6499-001-750-99-104-000000-

COST:

2017-18 School Year

\$20,230.00 (Previously Purchased on August 2017)

\$46,346.25

Total for the 2017-18 SY

\$66,576.25

VENDOR:

NBC Universal, LLC DBA Telemundo of Texas, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-072-B

Number of Bid/Proposals received: 16

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 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

Districtwide

RATIONALE:

Approval will allow the District to engage a targeted audience of Hispanic parents, grandparents and other stakeholders in a meaningful way and enlist their collaboration in the education of our children.

INFORMATION SOURCE:

Barbara Griffith
Clint Bond
John Cope



TELEMUNDO

Advertiser: FORT WORTH ISD
Buyer: Clint Bond / Angela Garcia Pacilla
Station: KXTX Telemundo 39

Account Manager: Erika Berman
Phone Number: 214-303-5057
Email: erika.berman@nbcuni.com
Flight Dates: March 19th - April 06th 2018

Station	Time	Days	Program Name	Length	Rate	MAR 19	MAR 26	APR 2	#	Total
KXTX	4-6P	M-F	EARLY NEWS	:30	\$350	4	4	4	12	\$4,200
KXTX	7-8P	M-F	JOSE JOSE: EL PRINCIPE DE LA CANCION	:30	\$500	4	4	4	12	\$6,000
KXTX	8-9P	M-F	SANGRE DE MI TIERRA	:30	\$700	4	4	4	12	\$8,400
KXTX	9-10P	M-F	SENORA ACERO 4: LA COYOTE	:30	\$1,200	4	4	4	12	\$14,400
KXTX	10-1030P	M-W	LATE LOCAL NEWS	:30	\$800	4	4	4	12	\$9,600
KXTX	10-1030P	SU	LATE LOCAL NEWS	:30	\$600	1	1	1	3	\$1,800
DIGITAL	DIGITAL	M-SU	DIGITAL ROS ACROSS ALL PAGES March-April		\$9,000					\$9,000
NXTX	3P-12A	M-SU	TELEXITOS EARLY FRINGE / PRIME	:30	\$15	25	25	25	75	\$1,125
NXTX	5A-5A	M-SU	TELEXITOS BONUS ROTATOR	:30	\$0	10	10	10	30	\$0
FLIGHT TOTALS						56	56	56	168	\$54,525

NET \$46,346.25

Clint Bond
 Clint Bond
 2-7-18

Executive Director

BB-2-7-18

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE THE PURCHASE OF TV ADVERTISEMENT FOR THE PREKINDERGARTEN CAMPAIGN WITH UVN TEXAS, LP-KUVN

BACKGROUND:

The District must work through a diverse selection of television channels to ensure all parents are informed and aware of opportunities. In an effort to reach our Spanish-speaking audience, we have identified a Station (KUVN-Univision, Ch.23) which broadcasts to the entire north Texas area and is headquartered in the Metroplex. This station reaches a greater number of Fort Worth residents through a variety of attractive programming and through all of their platforms including radio, digital and social media. This assists with the ability to reach Fort Worth residents with the important message about the Fort Worth ISD Prekindergarten Campaign.

- In August 2017, the District made a purchase of \$20,090 for the Back to School Campaign.
- In October 2017, the Family Communications department identified a unique opportunity to get the community engaged through all of Univision platforms. The District made a purchase of \$16,650.
- A third Purchase from another department for \$2,860 was also made in the 2017-18SY.

We seek approval on a purchase of \$38,645 (exceeding an aggregate of \$50,000 when added to the previous purchases); this purchase will allow support of the Prekindergarten Campaign to engage a targeted audience of Hispanic parents, grandparents and other stakeholders in an effort to enroll children in Pre-K.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve The purchase of TV advertisement for the Prekindergarten Campaign with UVN Texas, LP-KUVN
2. Decline to Approve The purchase of TV advertisement for the Prekindergarten Campaign with UVN Texas, LP-KUVN
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The purchase of TV advertisement for the Prekindergarten Campaign with UVN Texas, LP-KUVN

FUNDING SOURCE

Additional Details

General Fund

199-41-6499-001-750-99-104-000000-

COST:

2017-18 School Year

\$20,090 (Previously Purchased on August 2017)

\$16,650 (Previously Purchased on October 2017)

\$ 2,860 (Previously Purchased in 2017-2018 School Year)

\$38,645

Total for the 2017-18 SY

\$78,245

VENDOR:

UVN Texas, LP-KUVN

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-072-B

Number of Bid/Proposals received: 16

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 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

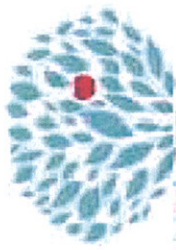
Districtwide

RATIONALE:

Approval will allow the Distric to engage a targeted audience of Hispanic parents, grandparents and other stakeholders in a meaningful way and enlist their collaboration in the education of our children.

INFORMATION SOURCE:

Barbara Griffith
Clint Bond
John Cope



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Our Vision is... "Fort Worth ISD:
*Igniting in every child a passion
for learning"*

PRE-K PRE REGISTRATION INITIATIVE
2017-2018



FORT WORTH ISD-PRE K REGISTRATION INITIATIVE 2018 ADVERTISING STRATEGY

Station	3/12/2018	3/19/2018	3/26/2018	4/2/2018	4/9/2018
KUVN-TV					
KDXX-Latinomix 107.9FM/Zona MX					
KDXX-Latinomix 107.9FM					
ZonaMX99.1FM					
Social Media Post KDXX(12total)					
Social Media Post KLNO(9total)					
Pequenos y Valiosos Facebook Group (6total)					
Digital /Mobile, Desktop/Instagram/Facebook/Univision.com/E-mail *English/Spanish Ad *1x					
Ad Promoting Preregistration *1x Ad					
Promoting 4/07 Event to run Week of 4/02					
Onsite Activation LatinoMix 107.9 Cost					
Univision Contigo Partnership Support					

Goals and Objectives

- 4x Week Advertising Campaign Promoting Pre K 2018 Pre Registration
- 1x Week Focused on Promoting Pre Registration Event 4/07/2018
- Create Awareness, Engagement and Action with the Fort Worth Community to Register their children in PreK early before 5 years of age.

FORT WORTH ISD-PRE K REGISTRATION INITIATIVE 2018



3/19/2018, 4/02/2018, 4/09/2018
3 Weeks

Time	Station	Length	#	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Rate	Total
11:30am Edicion Digital	KUVN-Unionvision	:15	5	1	1	1	1	1			\$300.00	\$1,500.00
M-F 5P-6pm	KUVN-Unionvision	:15	5	1	1	1	1	1			\$850.00	\$4,250.00
1 Week Total			10									\$5,750.00



**UNIVISION COMMUNICATIONS PARTNERSHIP SUPPORT
FORT WORTH ISD 2018 PRE K REGISTRATION INITIATIVE**

- Community Empowerment Partnership Support
 - Radio 30sec PSA
 - KUVN PSAs/KSTR PSAs
 - KUVN Community Calendar week of 4/02
 - KSTR Contigo en la Comunidad Interview/(Sunday 6:30am, Monday 6am)
 - Contigo en La Comunidad Interview-All Radio Sunday 4/01/2018 6am

Frequency Based on Inventory Availability

FORT WORTH ISD-PRE K REGISTRATION INITIATIVE 2018



Week: 3/12/2018

1 week

Latino Mix

Time	Station	Length	#	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Rate	Total
Friday 6a-7p	KDXX	30	5					5			\$	120 \$
Friday 6A-12M	KDXX	15	5					5			\$	65 \$
Sat 6A-10P	KDXX	30	10					5	5		\$	85 \$
Sun 6A-10P	KDXX	15	6					3	3		\$	50 \$
1 Week Total			50					5	5	5		\$ 2,275

30



Week: 4/02/2018 - 4/09/2018

3 Weeks

Latino Mix 107.9/107.1

Time	Station	Length	#	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Rate	Total
M-F 6a-7p	KDXX	30	13	3	2	3	2	3			\$	1,560 \$
MF 6A-12M	KDXX	15	5	1	1	1	1	1			\$	65 \$
Sat 6A-10P	KDXX	30	5						5		\$	50 \$
Sun 6A-10P	KDXX	15	5						5		\$	50 \$
1 Week Total			78					2	2	2		\$ 2,790

4/07/2018 ONSITE ACTIVATION WITH LATINOMIX 8AM-10AM



Advertiser: Fort Worth ISD
Start Date: 3/19/2018
End Date: 4/15/2018
Total Gross Investment: \$5,500
Rotating Media Spend: \$5,500

Placement	Ad Size / Social Platform	Market	Start Date	End Date	Total Imps	Gross CPM	Gross Cost	Share of Voice/Frequency
Rotating Media								
Univision Dynamic Audience: targeting Hispanic and Non-Hispanic Families with children 0-5								
EMAIL	HTML Email	Fort Worth	3/19/2018		20,000	\$18.00	\$360	13x frequency
	728x90, 300x250, 160x600, 300x600							
DESKTOP		Fort Worth	3/19/2018	4/15/2018	23,333	\$12.00	\$280	
MOBILE	320x50, 300x250, 320x480	Fort Worth	3/19/2018	4/15/2018	81,667	\$12.00	\$980	
FACEBOOK	1200x628	Fort Worth	3/19/2018	4/15/2018	87,500	\$16.00	\$1,400	
INSTAGRAM	1080x1080	Fort Worth	3/19/2018	4/15/2018	52,500	\$16.00	\$840	
Univision Display Plus								
<i>Univision Display Plus: includes Univision.com (Desktop/Mobile) and Univision Apps (Univision, Deportes, Noticias)</i>								
Production		Fort Worth	3/19/2018	4/15/2018	78,333	\$12.00	\$940	24% SOV
320x50, 300x250, 728x90								
Email and Banner Production								
			3/19/2018	4/15/2018	343,333	Flat Fee	\$700	
Rotating Media Total						\$16.02	\$5,500	
GRAND TOTAL						343,333	\$5,500	
ADDENDUM								
The agency will adhere to the AAAA/IAB Standard Terms and Conditions								

While using our data and targeting a dynamic audience like this we can reach 20,000 people in the Dallas/Fort Worth area that are Hispanic and Non-Hispanic Families with children 0-5, and deliver an email, desktop/mobile banner impressions, and Facebook/Instagram sponsored ads within the users Newsfeed. - this will guarantee a frequency of 13x per person through 3.19-4.15.2018

FORT WORTH ISD-PRE K REGISTRATION INITIATIVE 2018

Station	Weekly Investment				4/9/2018 Cost
	3/12/2018	3/19/2018	3/26/2018	4/2/2018	
KUVN-TV	\$ 5,750				\$ 17,250
KDXX-Latinomix 107.9FM/Zona MX	\$ 2,275				\$ 2,275
KDXX-Latinomix 107.9FM/Zona MX ZonaMX99.1FM	\$ 2,790				\$ 8,370
Social Media Post KDXX(12total)	\$ 350				\$ 1,400
Social Media Post KLNO(9total)	\$ 350				\$ 1,400
Pequeños y Valiosos(stotal)	\$ 350				\$ 1,400
Digital /Mobile, Desktop/Instagram/Facebook/Univision.com/E-mail *English/Spanish Ad					
*1x Ad Promoting Preregistration					
Ad Promoting 4/07 Event to run Week of 4/02	\$ 5,500				\$ 5,500
Onsite Activation Latinomix 107.9 *Hard Cost/Engineering and Talent	\$ 1,050				\$ 1,050
Univision Contigo Partnership Support					
					\$ 38,645

Approved By 

Date 2-7-18



AWARENESS,CONNECTING,TRUST



**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE THE SALE OF TAX FORECLOSED PROPERTIES

BACKGROUND:

In accordance with Section 34.05(j) of the Texas Tax Code, the City of Fort Worth is authorized to sell tax foreclosed properties for the Tarrant Appraisal District's appraised value, if approved by all Tarrant County taxing entities that were part of the foreclosure suits. The following listed properties are in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances:

- (1) 612 Cliff Street (TAD #00833827) – Authorization to sell property for the TAD land value of \$4,200.00;
- (2) 2608 Willspoint Ct (TAD #03525279) – Authorization to sell property for the TAD land value of \$2,000.00
- (3) 1101 E. Mulkey Street (TAD #02609673) – Authorization to sell property for the TAD land value of \$1,000
- (4) 1009 Glen Garden Dr (TAD #02617943) – Authorization to sell property for the TAD land value of \$1,000.

All of the above properties are a safety hazard and are in need of demolition.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- (1) Approve the Sale of Tax Foreclosed Properties;
- (2) Decline to Approve the Sale of Tax Foreclosed Properties;
- (3) Remain to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the Sale of Tax Foreclosed Properties.

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

Division of Business & Finance

RATIONALE:

It is in the best interest of the Fort Worth ISD to allow the demolition of the structures and sale of the properties located at 612 Cliff Street; 2608 Willspoint Ct., 1101 E. Mulkey Street and 1009 Glen Garden Dr., all in Fort Worth, Texas, to ensure public safety and the property's productive use.

INFORMATION SOURCE:

Elsie I. Schiro



February 6, 2018

Tarrant County
Attn: Lisa McMillan
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

Tarrant Regional Water District
Attn: Steve Christian
800 E. Northside Drive
Fort Worth, TX 76102

Fort Worth Independent School District
Attn: Dr. Kent Scribner
100 N. University Drive, Suite 150
Fort Worth, TX 76107

Tarrant County Hospital District
Attn: Robert Earley, President and CEO
1500 S Main Street
Fort Worth, TX 76104

Tarrant County College District DMOC 2201
Attn: Angela Robinson, Vice Chancellor
1500 Houston Street
Fort Worth, TX 76102

RE: 612 CLIFF ST., TAD Number 00833827

Dear Ms. Schiro/Dr. Scribner:

The above-referenced property was struck off to the City of Fort Worth in June 2015 following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. The City of Fort Worth has determined that the structure on the property is in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances. The property is a safety hazard and is in need of demolition. The following factors have contributed to this determination for demolition:

The structure is substandard, has an accumulation of trash and debris and continues to be a hazard to the public health, safety and welfare of the neighborhood. Police have been called to his property for various disturbance calls and domestic disputes.



Due to the removal of the structure from the property, the City requests the permission and approval of Tarrant County to advertise and subsequently sell the property for a price that is reduced from the Constable's Deed amount. The City recommends offering the property for sale at the TAD land value of \$4,200.00.

Please have this letter executed by an authorized person to acknowledge the consent of your governmental entity, in its capacity as an owner of the property, to demolish the property and sell the property at a reduced sales price. Then, please return this form to me at the address below. Feel free to call or email me if you have questions or need additional information.

Thank you,

AGREED TO: Fort Worth Independent School District

Deanna Cody
Real Property Manager
817-392-8379

By: _____
Name: _____

Date: _____

**PROPERTY MANAGEMENT DEPARTMENT
REAL PROPERTY DIVISION**

THE CITY OF FORT WORTH * 900 MONROE STREET, SUITE 400 * FORT WORTH, TEXAS 76102
(817) 392-7590 * FAX (817) 392-7591



July 24, 2017

Tarrant County
Attn: Lisa McMillan
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

Tarrant Regional Water District
Attn: Steve Christian
800 E. Northside Drive
Fort Worth, TX 76102

Fort Worth Independent School District
Attn: Dr. Kent Scribner
100 N. University Drive, Suite 150
Fort Worth, TX 76107

Tarrant County Hospital District
Attn: Robert Earley, President and CEO
1500 S Main Street
Fort Worth, TX 76104

Tarrant County College District DMOC 2201
Attn: Angela Robinson, Vice Chancellor
1500 Houston Street
Fort Worth, TX 76102

RE: 2608 Willspoint Ct., TAD Number 03525279

Dear Ms. Schiro/Dr. Scribner:

The above-referenced property was struck off to the City of Fort Worth in April 2010 following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. The City of Fort Worth has determined that the structure on the property is in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances. The property is a safety hazard and is in need of demolition. The following factors have contributed to this determination for demolition:

This structure is hazardous due to one or more of the following: missing windows and doors; charred walls, studs, roof decking, floor boards, floor joists and ceiling joists.



Due to the removal of the structure from the property, the City requests the permission and approval of Tarrant County to advertise and subsequently sell the property for a price that is reduced from the Constable's Deed amount. The City recommends offering the property for sale at the TAD land value of \$2,000.00.

Please have this letter executed by an authorized person to acknowledge the consent of your governmental entity, in its capacity as an owner of the property, to demolish the property and sell the property at a reduced sales price. Then, please return this form to me at the address below. Feel free to call or email me if you have questions or need additional information.

Thank you,

AGREED TO: Fort Worth Independent School District

Deanna Cody

By: _____

Real Property Manager
817-392-8379

**PROPERTY MANAGEMENT DEPARTMENT
REAL PROPERTY DIVISION**

FORT WORTH.



July 24, 2017

Tarrant County
Attn: Lisa McMillan
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

Tarrant Regional Water District
Attn: Steve Christian
800 E. Northside Drive
Fort Worth, TX 76102

Fort Worth Independent School District
Attn: Dr. Kent Scribner
100 N. University Drive, Suite 150
Fort Worth, TX 76107

Tarrant County Hospital District
Attn: Robert Earley, President and CEO
1500 S Main Street
Fort Worth, TX 76104

Tarrant County College District DMOC 2201
Attn: Angela Robinson, Vice Chancellor
1500 Houston Street
Fort Worth, TX 76102

RE: 1101 E Mulkey St., TAD Number 02609673

Dear Dr. Scribner/Ms. Schiro:

The above-referenced property was struck off to the City of Fort Worth in July 2014 following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. The City of Fort Worth has determined that the structure on the property is in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances. The property is a safety hazard and is in need of demolition. The following factors have contributed to this determination for demolition:

This structure is severely damaged by fire and has insufficient structural stability and is hazardous due to one or more of the following: missing windows and doors; charred walls, studs, roof decking, floor boards, floor joists and ceiling joists.



Due to the removal of the structure from the property, the City requests the permission and approval of Tarrant County to advertise and subsequently sell the property for a price that is reduced from the Constable's Deed amount. The City recommends offering the property for sale at the TAD land value of \$1,000.00.

Please have this letter executed by an authorized person to acknowledge the consent of your governmental entity, in its capacity as an owner of the property, to demolish the property and sell the property at a reduced sales price. Then, please return this form to me at the address below. Feel free to call or email me if you have questions or need additional information.

Thank you,

AGREED TO: Fort Worth Independent School District

Deanna Cody
Real Property Manager
817-392-8379

By: _____

PROPERTY MANAGEMENT DEPARTMENT

REAL PROPERTY DIVISION

THE CITY OF FORT WORTH * 900 MONROE STREET, SUITE 400 * FORT WORTH, TEXAS 76102
(817) 392-7590 * FAX (817) 392-7591



July 24, 2017

Tarrant County
Attn: Lisa McMillan
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

Tarrant Regional Water District
Attn: Steve Christian
800 E. Northside Drive
Fort Worth, TX 76102

Fort Worth Independent School District
Attn: Dr. Kent Scribner
100 N. University Drive, Suite 150
Fort Worth, TX 76107

Tarrant County Hospital District
Attn: Robert Earley, President and CEO
1500 S Main Street
Fort Worth, TX 76104

Tarrant County College District DMOC 2201
Attn: Angela Robinson, Vice Chancellor
1500 Houston Street
Fort Worth, TX 76102

RE: 1009 Glen Garden Dr., TAD Number 02617943

Dear Ms. Schiro/Dr. Scribner:

The above-referenced property was struck off to the City of Fort Worth in March 2014 following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. The City of Fort Worth has determined that the structure on the property is in violation of the Minimum Building Standards Code as set forth in Chapter 7, Article 4, Division 3 of the City of Fort Worth Code of Ordinances. The property is a safety hazard and is in need of demolition. The following factors have contributed to this determination for demolition:

The structure is substandard, has an accumulation of trash and debris and continues to be a hazard to the public health, safety and welfare of the neighborhood. Police have been called to his property for various disturbance calls and domestic disputes.



Due to the removal of the structure from the property, the City requests the permission and approval of Tarrant County to advertise and subsequently sell the property for a price that is reduced from the Constable's Deed amount. The City recommends offering the property for sale at the TAD land value of \$1,000.00.

Please have this letter executed by an authorized person to acknowledge the consent of your governmental entity, in its capacity as an owner of the property, to demolish the property and sell the property at a reduced sales price. Then, please return this form to me at the address below. Feel free to call or email me if you have questions or need additional information.

Thank you,

AGREED TO: Fort Worth Independent School District

Deanna Cody
Real Property Manager
817-392-8379

By: _____
Name: _____

Date: _____

**PROPERTY MANAGEMENT DEPARTMENT
REAL PROPERTY DIVISION**

THE CITY OF FORT WORTH * 900 MONROE STREET, SUITE 400 * FORT WORTH, TEXAS 76102
(817) 392-7590 * FAX (817) 392-7591

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE BUDGET AMENDMENT FOR BID PACKAGE 066A (RFCSP 17-066) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On April 11, 2017, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Ratcliff Construction, LP for the 2013 Capital Improvement Program Bid Package 066A (RFCSP #17-066). Negotiations with Ratcliff Construction, LP were completed and a contract was issued and executed between the District and Ratcliff Construction, LP. Additional costs have been identified at TEA 009 Polytechnic High School Center for the infrastructure related to the installation of teaching walls at twelve classrooms which includes, but is not limited to, electrical power, data and structural supports. CIP is requesting a budget amendment for this GC contract in an amount not-to-exceed \$85,000 to execute change orders for the items noted above and additional unforeseen conditions. CIP also requests the transfer of \$85,000 from Program Contingency to fund the associated change orders.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	04/11/17	\$4,951,661	-	\$4,951,661
Budget Decrease	11/14/17	\$4,951,661	(\$75,000)	\$4,876,661
Budget Increase	12/12/17	\$4,876,661	\$80,000	\$4,956,661
Budget Increase	02/27/18	\$4,956,661	\$85,000	\$5,041,661
Total:			\$90,000	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6628-B47-999-99-430-000000 - \$ 85,000

COST:

NTE \$85,000

VENDOR:

Ratcliff Construction, LP

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

TEA 009 Polytechnic High School
Capital Improvement Program

RATIONALE:

A budget amendment is needed to a fund change orders in a not-to-exceed amount of \$85,000 which cannot be covered with the available funds within the General Contractor's Agreement. These change orders will be funded from within the campus budget and therefore do not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 01/23/18	BP 066A	Revised 02/27/18
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,732,306		\$ 8,732,306
003	South Hills High School	\$ 7,228,071		\$ 7,228,071
004	Diamond Hill-Jarvis High School	\$ 7,226,439		\$ 7,226,439
005	Dunbar High School	\$ 4,011,155		\$ 4,011,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,526,946		\$ 1,526,946
009	Polytechnic High School	\$ 6,167,915	\$ 85,000.00	\$ 6,252,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
011	Trimble Technical High School	\$ 2,485,111		\$ 2,485,111
014	Southwest High School	\$ 2,082,991		\$ 2,082,991
015	Western Hills High School	\$ 5,901,656		\$ 5,901,656
016	O.D. Wyatt High School	\$ 2,652,657		\$ 2,652,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
019	Metro Opportunity High School	\$ 104,386		\$ 104,386
026	Jo Kelly School	\$ 98,191		\$ 98,191
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 2,995,714		\$ 2,995,714
044	Elder Middle School	\$ 3,659,287		\$ 3,659,287
045	Forest Oak Middle School	\$ 758,633		\$ 758,633
047	Handley Middle School	\$ 205,419		\$ 205,419
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,786,286		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
051	Meacham Middle School	\$ 421,596		\$ 421,596
052	Meadowbrook Middle School	\$ 1,005,246		\$ 1,005,246
053	Monnig Middle School	\$ 250,783		\$ 250,783
054	Morningside Middle School	\$ 1,890,264		\$ 1,890,264
056	Riverside Middle School	\$ 207,511		\$ 207,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 390,880		\$ 390,880
059	J. Martin Jacquet MS	\$ 401,817		\$ 401,817
060	Wedgwood Middle School	\$ 286,477		\$ 286,477
061	Leonard Middle School	\$ 390,050		\$ 390,050
062	International Newcomer Acad / Applied Learning Academy	\$ 478,092		\$ 478,092
063	Como Montessori School	\$ 2,495,445		\$ 2,495,445
064	Glencrest 6th Grade	\$ 2,646,119		\$ 2,646,119
067	Rosemont 6th Grade	\$ 2,146,553		\$ 2,146,553
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
081	Young Women's Leadership Academy	\$ 3,284,205		\$ 3,284,205
082	Texas Academy of Biomedical Sciences	\$ 224,101		\$ 224,101
083	Young Men's Leadership Academy	\$ 5,666,999		\$ 5,666,999
084	World Language Academy	\$ 6,156		\$ 6,156
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 124,581		\$ 124,581
103	Benbrook Elementary School	\$ 2,697,356		\$ 2,697,356
104	Boulevard Heights Elementary School	\$ 462,801		\$ 462,801
105	West Handley Elementary School	\$ 6,204,038		\$ 6,204,038
107	Burton Hill Elementary School	\$ 148,702		\$ 148,702
110	Carroll Peak Elementary School	\$ 86,371		\$ 86,371
111	Carter Park Elementary School	\$ 2,217,638		\$ 2,217,638
114	Manuel Jara Elementary School	\$ 183,327		\$ 183,327
115	George C. Clarke Elementary School	\$ 1,744,841		\$ 1,744,841
116	Lily B. Clayton Elementary School	\$ 158,103		\$ 158,103
117	Como Elementary School	\$ 233,393		\$ 233,393
118	Hazel Harvey Peace Elementary School	\$ 97,514		\$ 97,514
119	E.M. Daggett Elementary School	\$ 3,066,524		\$ 3,066,524
120	Rufino Mendoza Elementary School	\$ 2,422,193		\$ 2,422,193
121	DeZavala Elementary School	\$ 3,593,265		\$ 3,593,265
122	Diamond Hill Elementary School	\$ 1,763,629		\$ 1,763,629
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 271,290		\$ 271,290
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,334,259		\$ 2,334,259

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 01/23/18	BP 066A	Revised 02/27/18
127	Christene C. Moss Elementary School	\$ 1,876,709		\$ 1,876,709
129	John T. White Elementary School	\$ 84,752		\$ 84,752
130	Harlean Beal Elementary School	\$ 253,876		\$ 253,876
131	Rosemont Elementary School	\$ 87,811		\$ 87,811
132	Glen Park Elementary School	\$ 1,660,478		\$ 1,660,478
133	W. M. Green Elementary School	\$ 4,668,103		\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,868,256		\$ 1,868,256
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 127,052		\$ 127,052
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,936,857		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,196,798		\$ 2,196,798
149	North Hi Mount Elementary School	\$ 143,238		\$ 143,238
150	Oakhurst Elementary School	\$ 213,586		\$ 213,586
151	Natha Howell Elementary School	\$ 142,516		\$ 142,516
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 154,566		\$ 154,566
154	M.L. Phillips Elementary School	\$ 159,573		\$ 159,573
156	Ridglea Hills Elementary School	\$ 2,333,018		\$ 2,333,018
157	Luella Merrett Elementary School	\$ 3,240,550		\$ 3,240,550
159	Versia L. Williams Elementary School	\$ 2,801,931		\$ 2,801,931
160	Maudrie M. Walton Elementary School	\$ 142,839		\$ 142,839
161	Sam Rosen Elementary School	\$ 1,907,868		\$ 1,907,868
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,475,234		\$ 1,475,234
166	South Hi Mount Elementary School	\$ 227,889		\$ 227,889
167	South Hills Elementary School	\$ 136,932		\$ 136,932
168	Springdale Elementary School	\$ 3,430,289		\$ 3,430,289
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
176	Waverly Park Elementary School	\$ 298,687		\$ 298,687
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,779,743		\$ 4,779,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,464,411		\$ 4,464,411
187	J.T. Stevens Elementary School	\$ 273,078		\$ 273,078
188	Atwood McDonald Elementary School	\$ 2,292,271		\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,415		\$ 115,415
194	Daggett Montessori	\$ 301,897		\$ 301,897
206	Bill Elliott Elementary School	\$ 129,237		\$ 129,237
208	T.A. Sims Elementary School	\$ 140,477		\$ 140,477
209	Edward J. Briscoe Elementary	\$ 106,018		\$ 106,018
216	Woodway Elementary School	\$ 1,543,184		\$ 1,543,184
217	I.M. Terrell Elementary School	\$ 137,810		\$ 137,810
219	Lowery Road Elementary School	\$ 6,001,478		\$ 6,001,478
220	Alice Contreras Elementary School	\$ 1,583,669		\$ 1,583,669
221	Western Hills Primary	\$ 442,005		\$ 442,005
222	L. Clifford Davis Elementary School	\$ 406,763		\$ 406,763
223	Cesar Chavez Primary	\$ 131,996		\$ 131,996
224	M. G. Ellis Primary	\$ 267,096		\$ 267,096
225	Bonnie Brae Elementary School	\$ 124,486		\$ 124,486
226	Seminary Hills Park Elementary School	\$ 181,382		\$ 181,382
227	Dolores Huerta Elementary School	\$ 179,203		\$ 179,203
241	Westpark Elementary School (New)	\$ 19,342,020		\$ 19,342,020
259	Van Zandt-Guinn Elementary School	\$ 12,277,573		\$ 12,277,573
350	Adult Education Center	\$ 16,043		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282		\$ 164,282

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 01/23/18	BP 066A	Revised 02/27/18
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,458,826		\$ 1,458,826
BP 028	Final amounts per school to be finalized upon contract execution	\$ 2,180,560		\$ 2,180,560
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
B44	Other Program Costs	\$ 300,000		\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 23,668,111		\$ 23,668,111
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ -		\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 528,003	\$ (85,000.00)	\$ 443,003
B47	Owner's Program Contingency - Prop 2	\$ 1,094,668		\$ 1,094,668
OCP	Contingency from Scope Adjustments	\$ -		\$ -
OFC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ -		\$ -
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 513,930		\$ 513,930
TEC	Contingency Transfer from Technology	\$ 697,292		\$ 697,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 362,217,787		\$ 362,217,787
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 492,208,622		\$ 492,208,622

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 017 (RFP 15-036)
IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On December 13, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager At-Risk (CMAR) for the 2013 Capital Improvement Program CMAR Package #003 (RFP 15-036) Bid Package 017 Phase III. Negotiations with Bartlett Cocke General Contractors, LLC were completed and a contract was issued and executed between the District and Bartlett Cocke General Contractors, LLC. Additional costs have been identified at TEA 171 Tanglewood Elementary School associated with kitchen equipment relocation, installation of bollards at the transformer pad, structural changes to walls identified during demolition and changes in utility routing and civil grades at the new parking lot. Therefore, the CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$80,000 to execute a change order for the items noted above and for additional unforeseen conditions as this project is not completed. This change order can be funded from within the project budget and therefore does not require the use of program contingency.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	12/13/16	\$2,469,356	-	\$2,469,356
Budget Increase	08/15/17	\$2,469,356	\$30,000	\$2,499,356
Budget Increase	09/26/17	\$2,499,356	\$115,770	\$2,615,126
Budget Increase	01/23/18	\$2,615,126	\$75,000	\$2,690,126
Budget Increase	02/27/18	\$2,690,126	\$80,000	\$2,770,126
Total:			\$300,770	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 017 (RFP 15-036) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 017 (RFP 15-036) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 017 (RFP 15-036) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-171-99-000-000000 - \$ 80,000

COST:

NTE \$80,000

VENDOR:

Bartlett Cocke General Contractors, 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 171 Tanglewood ES

RATIONALE:

A budget increase is needed to fund a change order in a not-to-exceed amount of \$80,000 which cannot be covered with the available funds within the General Contractor's Agreement. This change order will be funded from within the campus budgets and therefore does not require the use of Program Contingency.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: RATIFICATION OF PLAT AT TEA 054 MORNINGSSIDE MIDDLE SCHOOL FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Kitchen addition construction at TEA 054 Morningside Middle School will require the privatization of an existing sanitary sewer line installation, easement vacation, revision of lot lines on the campus site. This board agenda item is to present the plat and tax affidavit for Lot 1R, Block 45R, Morningside Middle School, City Of Fort Worth, Tarrant County, Texas.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Plat at TEA 054 Morningside Middle School for the 2013 Capital Improvement Program
2. Decline to Approve Ratification of Plat at TEA 054 Morningside Middle School for the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of Plat at TEA 054 Morningside Middle School for the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

No Cost

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

Capital Improvement Program
District Operations
TEA 054 Morningside Middle School

RATIONALE:

The plat must be recorded with Tarrant County in order to satisfy county requirements and the tax affidavit must be filed to keep FWISD from paying tax on this property.

INFORMATION SOURCE:

Vicki Burris
Art Cavazos
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
FEBRUARY 27, 2018**

**TOPIC: APPROVE REIMBURSEMENT RESOLUTION AUTHORIZING
ADMINISTRATION TO PAY CAPITAL EXPENDITURES FOR THE 2017
CIP PRIOR TO THE RECEIPT OF BOND PROCEEDS**

BACKGROUND:

On November 7, 2017, the taxpayers approved the authorization to issue \$749,735,000 in Bonds. Since that time, efforts have been underway to escalate the 2017 Capital Improvement Bond Program (2017 CIP) to begin Phase I projects as soon as possible. In order to ensure compliance with Internal Revenue Service regulations, Administration is seeking approval from the Board of Education (BOE) to execute a Reimbursement Resolution authorizing the payment of capital expenditures in the 2017 CIP prior to the receipt of the initial Series 2018 Unlimited Tax School Building Bond proceeds (Series 2018 Bonds). The proceeds from the sale of the Series 2018 Bonds in the estimated sum of \$185,375,000 are expected to be deposited with the District no later than April 30, 2018. Pursuant to IRS regulations, capital expenditures incurred in the 2017 CIP can be allocated against the proceeds to be received from the sale of the Series 2018 Bonds with the execution of a Reimbursement Resolution by the BOE.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Reimbursement Resolution Authorizing Administration to Pay Capital Expenditures for the 2017 CIP Prior to the Receipt of Bond Proceeds;
2. Decline to Approve Reimbursement Resolution Authorizing Administration to Pay Capital Expenditures for the 2017 CIP Prior to the Receipt of Bond Proceeds;
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Reimbursement Resolution Authorizing Administration to Pay Capital Expenditures for the 2017 CIP Prior to the Receipt of Bond Proceeds.

FUNDING SOURCE

Additional Details

2017 CIP

COST:

The sum of all 2017 CIP Capital Expenditures for the Period 2/27/2018 through the receipt of 2018 Series Bond proceeds expected on or before April 30, 2018.

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

Division of Business & Finance

RATIONALE:

Administration is desirous of escalating the projects outlined in the 2017 CIP. Currently, the District may not receive the Series 2018 Bond proceeds in the estimated sum of \$185,375,000 until the end of April 2018. In order to pay capital expenditures in the 2017 CIP prior to receipt of the 2018 Bond Proceeds, the BOE must approve the payment of these expenditures by Reimbursement Resolution pursuant to IRS Regulations.

INFORMATION SOURCE:

Elsie I. Schiro

**STATEMENT EXPRESSING
OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH THE PROCEEDS OF FUTURE DEBT**

WHEREAS, the Fort Worth Independent School District (the "District"), a political subdivision of the State of Texas, expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit A hereto (collectively, the "Project") prior to the issuance of obligations by the District in connection with the financing of the Project from available funds, particularly funds of the District's general fund;

WHEREAS, the District finds, considers, and declares that the reimbursement of the District for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the District, and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. The District reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$749,735,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the District in furtherance of this Statement after a date which is later than 18 months after the later of (a) the date the expenditures are paid or (b) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

SIGNED AND EXECUTED on this the ____ day of _____, 2018.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
TOBI JACKSON, President

ATTEST:

ANAEL LUEBANOS
Secretary

EXHIBIT "A"

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, the relocation of existing school facilities, classroom additions, renovations to existing schools, capital improvements, athletics and fine arts improvements, and technology improvements,

2017 Voter Approved Bond Projects

New Elementary (Tanglewood Boundary) - New Building		\$ 28,036,463	
Tanglewood Elementary - Science, PE, Playgrounds	School Overcrowding & Student Growth	\$ 6,000,000	
Land Purchase Future Schools		\$ 16,000,000	
Waverly Park - Renovations to Common Spaces		\$ 2,156,250	
		\$ 52,192,713	
Texas Academy of Biological Sciences (TABS)	Specialized Rigorous High Schools & Programs	\$ 4,000,000	
World Language Institute (WLI)		\$ 1,000,000	
Young Men's Leadership Academy (YMLA) - New building		\$ 35,856,681	
		\$ 40,856,681	
Amon Carter - Riverside High School	Upgrades for High Schools	\$ 49,703,220	
Arlington Heights High School		\$ 52,943,762	
Benbrook Middle High School		28,187,778	
Diamond Hill - Jarvis High School		\$ 29,409,174	
Paul Laurence Dunbar High School		\$ 33,968,603	
Eastern Hills High School		\$ 48,235,285	
North Side High School		\$ 35,162,297	
R.L. Paschal High School		\$ 41,313,638	
Polytechnic High School		\$ 51,057,628	
South Hills High School		\$ 52,792,177	
Southwest High School		\$ 42,012,471	
Trimble Technical High School		\$ 40,565,232	
Western Hills High School		\$ 33,153,869	
Oscar Dean Wyatt High School		\$ 42,501,309	
Subtotal		\$ 581,006,443	
Other Costs:			\$
Escalation for Inflation (10%)	67,784,163	\$ 67,784,163	
Approved Reimbursement Resolutions	7,895,000	7,895,000	
Total	\$ 749,735,000	\$ 749,735,000	

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF FORT WORTH FOR HURRICANE HARVEY SHELTERING FUNDING

BACKGROUND:

Hurricane Harvey made landfall in Texas as a category 4 hurricane on August 25, 2017. Various communities suffered its aftermath, which included but was not limited to evacuations due to flooding and other events and conditions from Hurricane Harvey. Fort Worth was tasked by the State of Texas to open temporary, transitional shelters in support of the Dallas Fort Worth Regional Shelter Operation for Hurricane Harvey evacuees.

FWISD provided mutual aid to Fort Worth by fulfilling need for Fort Worth Sheltering Operation at Wilkerson-Greines Activity Center, as the only sheltering jurisdiction in Tarrant County. On behalf of FWISD's assistance to Fort Worth with sheltering-related tasks and equipment. Fort Worth is submitting all requests for reimbursement to the State of Texas.

This collaboration between the FWISD and City of Fort Worth will enable the District to set forth the procedures by which Fort Worth shall submit a reimbursement request for FWISD's reimbursable expenses.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with the City of Fort Worth for Hurricane Harvey sheltering funding
2. Decline to Approve Memorandum of Understanding with the City of Fort Worth for Hurricane Harvey sheltering funding
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding with the City of Fort Worth for Hurricane Harvey sheltering funding

FUNDING SOURCE

Additional Details

General Fund

Reimbursable funds from any applicable governmental entity for costs incurred for use of the facility, if needed.

COST:

N/A

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

FWISD Operations and various departments

RATIONALE:

This collaboration between FWISD and the City of Fort Worth will enable the District to set forth the procedures by which Fort Worth shall submit a reimbursement request for FWISD's reimbursable expenses to the State of Texas.

INFORMATION SOURCE:

Elsie Schiro
Lori Boswell
Patricia Young

HURRICANE HARVEY SHELTERING FUNDING AGREEMENT

This Hurricane Harvey Sheltering Funding Agreement (“**Agreement**”) is entered into as of the date last executed by the Parties by and between the **City of Fort Worth**, a home-rule municipal corporation of the State of Texas (“**Fort Worth**”) and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located with Tarrant County, Texas (“**FWISD**”) (individually, a “**Party**”, and collectively, the “**Parties**”).

WHEREAS, Hurricane Harvey, a category 4 hurricane, made landfall in Texas on August 25, 2017, and various communities suffered its aftermath, which included but was not limited to evacuations due to flooding and other events and conditions resulting, directly or indirectly, from Hurricane Harvey (“**Hurricane Harvey**”).

WHEREAS, Fort Worth was mission-tasked by a State of Texas STAR request to open temporary, transitional shelters in support of the Dallas-Fort Worth (“**DFW**”) Regional Shelter Operation for Hurricane Harvey for evacuees from communities suffering damage, injury, and loss of life and property resulting from Hurricane Harvey (“**Fort Worth Sheltering Operation**”); and,

WHEREAS, Fort Worth was the only sheltering jurisdiction in Tarrant County for the DFW Regional Shelter Operation;

WHEREAS, FWISD provided mutual aid to Fort Worth by fulfilling a request or need for Fort Worth related to the Fort Worth Sheltering Operation and Fort Worth, as the only sheltering jurisdiction in Tarrant County, is submitting all requests for reimbursement on behalf of FWISD’s assistance of Fort Worth with sheltering-related tasks and equipment;

WHEREAS, the Parties wish to set forth the procedures by which Fort Worth shall submit a reimbursement request for FWISD’s Reimbursable Expenses (as hereinafter defined) to the State of Texas for FWISD’s assistance to the Fort Worth Sheltering Operation; and

WHEREAS, the Parties are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code;

NOW, THEREFORE, the Parties agree as follows:

Terms

1. **MUTUAL AID PROVIDED.** A description of the mutual aid provided by FWISD in support of the Fort Worth Sheltering Operation is set forth in Exhibit “A”, attached hereto and made apart hereof for all purposes (“Sheltering Services”).

2. **REIMBURSEMENT OF EXPENSES.**
 - a. Subject to the conditions in this Section 2, FWISD may request reimbursement of Eligible Reimbursable Expenses, as hereinafter defined, for Sheltering Services. For the purposes of this Agreement, Eligible Reimbursable Expenses are defined by the State of Texas Department of Emergency Management.
 - b. FWISD must submit requests for reimbursement as soon as practicable but no later than sixty days after the last date on which Sheltering Services were performed. Failure to submit a request for reimbursement within the specified time frame will result in FWISD not being reimbursed for the Sheltering Services provided unless Fort Worth extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such reimbursement requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each. The provision of Sheltering Services will be considered non-reimbursable if FWISD does not request reimbursement within the time specified in this Section.
 - c. Provided FWISD has submitted a timely request for reimbursement in accordance with this Section, Fort Worth shall reimburse FWISD for all Eligible Reimbursement Expenses. Fort Worth shall then make a request to the State of Texas for the reimbursement Fort Worth has made to FWISD. In the event that the State of Texas denies any reimbursement Fort Worth has made to FWISD as an ineligible expense, FWISD shall pay to Fort Worth an amount equal to the amount denied by the State of Texas.
 - d. FWISD shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Sheltering Services. FWISD shall keep records in both digital and tangible formats. FWISD shall keep records for three years from the date both parties agree final invoices have been paid. FWISD must respond to all requests for documentation or information from Fort Worth within seven days of receipt and must provide the requested documentation within thirty days of receipt of the request, unless the time is extended by Fort Worth. Such requests from FWISD may include without limitation requests for specific document and additional information required to fulfill state and/or federal audit requests.
 - e. Notwithstanding any other provision in this Agreement, Fort Worth has no obligation under this Agreement to make any payment of any amount of money to FWISD in excess of the Eligible Reimbursement Expenses.

3. INSURANCE.

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: FWISD shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting Fort Worth.

4. WAIVER OF CLAIMS AGAINST PARTIES. Each Party hereto waives claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer or employee of another Party.

5. TERM. This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each Party through December 31 of the year signed.

6. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES. To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the responding party under this Agreement is responsible for any civil liability that arises from the responding party's furnishing of services described in Section 791.006.

7. LIABILITY FOR HOMELAND SECURITY ACTIVITY. A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, FWISD assumes all risk of and responsibility for any claims against FWISD that arise out of FWISD's furnishing of Sheltering Services under this Agreement.

8. ENTIRETY. This Agreement contains all commitments and agreements of the Parties regarding Sheltering Services to be rendered during or in connection with Hurricane Harvey. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Any request for Sheltering Services provided by either Party on or after August 24, 2017, is deemed to be provided under the terms of this Agreement.

9. RATIFICATION. Each Party hereby ratifies the rendering and/or receiving of Sheltering Services provided pursuant to Section 6 but taken prior to the date of this Agreement.

10. INTERLOCAL COOPERATION ACT. The Parties agree that Sheltering Services in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as those terms are defined in the Interlocal Cooperation Act.

11. CONFIDENTIALITY. The Parties recognize that the provision of Sheltering Services under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

12. SEVERABILITY. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

13. VALIDITY AND ENFORCEABILITY. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

14. AMENDMENT. This Agreement may be amended only by mutual written consent of the Parties.

15. TERMINATION. It is agreed that any Party hereto shall have the right to terminate its participation in this Agreement upon ninety (90) days written notice to the other Parties hereto.

16. THIRD PARTIES. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. NOTICES. Any notice required or permitted between the Parties must be in writing, addressed to the attention of the person listed below, and shall be delivered in person, or mailed certified mail, return receipt requested.

City of Fort Worth
Attn: Director of Financial Services
200 Texas Street
Fort Worth, Texas 76102

With a copy to:
City Attorney
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

18. IMMUNITY RETAINED. The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

19. GOVERNING LAW AND VENUE. The laws of the State of Texas shall govern this Agreement. Venue shall lie in Tarrant County.

20. HEADINGS. The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original.

CITY OF FORT WORTH,
a Texas home rule municipal corporation

ATTEST:

Assistant City Manager

City Secretary

APPROVED AS TO FORM AND LEGALITY:

Assistant City Attorney

City of Fort Worth Contract Compliance Manager:
By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Name of Employee

Title

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas and
a legally constituted Independent School District
located with Tarrant County, Texas

By: _____
Name: _____
Title: _____

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVAL OF MINUTES OF THE OCTOBER 16, 2017 CITIZENS' OVERSIGHT COMMITTEE MEETING

BACKGROUND:

The Board of Education established a Citizens' Oversight Committee (COC) to monitor the District's Capital Improvement Program and to advise the Superintendent and the Board on any Program issues. The minutes from the October 16, 2017, have been reviewed and approved by the committee members.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes of the October 16, 2017 Citizens' Oversight Committee Meeting
2. Decline to Approve Minutes of the October 16, 2017 Citizens' Oversight Committee Meeting
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Minutes of the October 16, 2017 Citizens' Oversight Committee Meeting

FUNDING SOURCE

Additional Details

No Cost

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

Capital Improvement Program

RATIONALE:

On December 17, 2013, the Board approved the establishment of the Citizens' Oversight Committee. The COC is composed of 15 members who will monitor the 2013 CIP and advise the Superintendent and Board members of any issues.

INFORMATION SOURCE:

Vicki D. Burris
Ana Perez

Citizens' Oversight Committee Meeting Notes

Date: October 16, 2017
Location: FWISD Board Complex
Conference Room
Prepared by: Ana Perez
Project Name: 2013 FWISD Capital
Improvement Program
Purpose: 2013 Capital Improvement Program
Citizens' Oversight Committee –
Quarterly Update
Meeting Start: 6:00 P.M.
Meeting End: 6:57 P.M.

Attendees:

COC Members

- Bob Benda
- Jason Brown
- Tammi Cauthen
- Molly Hyry
- Paul Johnson
- Rosalinda Martinez
- Tim McKinney
- Jonathan Morrison
- Travis Parmer
- Mike Schroeder
- Bert Williams

Absent:

- Jennifer Frank
- Isaac Manning – Chair
- Steven Poole
- Veronica Villegas

FWISD

- Vicki Burris – FWISD
- Art Cavazos – FWISD
- Dick Clardy – FWISD
- Kyle Davie – FWISD
- Courtney Garrett – FWISD
- Debra George – FWISD
- William Giron – FWISD
- Elsie Schiro – FWISD
- Christina Walk - FWISD

AECOM / Staff

- Luis Delgado
- Wayne Warren

Other Attendees

The following items were discussed:

1. CALL TO ORDER

COC member Tammi Cauthen called the meeting to order at 6:00 p.m.

Approval of the Meeting Minutes

The August 28, 2017 Meeting Minutes were unanimously approved by the committee.

2. DISCUSSION OF COMMITTEE REQUESTS FOR INFORMATION AND DISTRIBUTION OF WRITTEN RESPONSES

3. 2013 CAPITAL IMPROVEMENT PROGRAM UPDATES

CIP Update (Dashboard)

Luis Delgado provided handouts on the status of 2013 CIP. See Program-At-A-Glance handout for detailed information. Below are highlights of the report from September 30, 2017:

Overview

- Construction is ongoing at 68 campuses most of them with minor renovation or safety/security work.
- Bid package 028 was re-bid on a fast-tracked bidding process and the new bids have been received
- Five (5) pending kitchen projects are currently scheduled for completion by summer of 2018

Scope

- There are no changes in scope

Safety and Risk Management

- No incidents to date since the last meeting in October 2016.

Schedule

See Schedule details on pages 3 -11 of the Program at-a-Glance

- The following schools anticipate Notice to Proceed for construction
 - Charles Nash ES
 - Versia Williams ES
 - Scarborough-Handley Field
 - Trimble Tech HS
 - Daggett ES
 - Como Montessori
 - Lowery Road ES (R) LINC Rooms

- Morningside MS, S.S. Dillow ES and T.A. Sims ES are scheduled to go to October 24, 2017 Board of Education for Authorization to Negotiate and Enter into contract with the Best Value Contractor
- Anticipated Notice to Proceed

Procurement

Upcoming CMAR Procurements:

- BP013 – Under negotiations
- BP028 – Re-Bid and Received
- BP061 – Bids Received
- BP065 – Bids Received
- BP067 – Bids Received

Budget Update

The current approved budget is \$361.5 M

- Commitments to date are \$317,755,372 (87.9%)
- Amount paid 59.3%
- Cost to date is \$214,534,148

HUB Utilization

The combined utilization is at 39.21%. See Program-at-a-Glance page 14 for detailed information. The percentage is above the 25% that was established by the district.

- Prime HUB Contracts 10.70%
- Sub HUB Contracts 28.51%

Look Ahead

- Closeout of multiple bid packages are expected in Fall 2017
- 100% completion of Universal Pre-K construction projects expected by January 2018
- Safety and Security package for middle schools and high schools to complete by February 2018
- Construction at I.M Terrell for STEM and VPA is ongoing and the school is scheduled to open in Summer 2018
- Safety and Security Phase 3B – Additional Cameras will be completed by Summer 2018

Contingency Report

***Amounts are not exact, please see attached Contingency Report for accurate numbers. The amounts listed are based on the meeting discussion.*

- Current Total Contingency Balance as of September 30, 2017 is \$6,675,104
- Prop 1 balance is about \$5
- Prop 2 balance is about \$1.7 (VPA/STEM)

Division of Technology

Kyle Davie provided an update on the status of Technology with regards to the 2013 CIP. See Technology handout for additional information. Below are the highlights:

Encumbrance Report

This report includes all the project budgets. See page 1 of 5 of report for details. This first page shows the details for each project.

- The current Technology Program Encumbrance is \$68,914,863.40
- Balance is \$25,783,148.43

Dig-iN

For detailed information. See page 2 of 5 on the Technology handout.

- There's a total of 22,369 students enrolled in the program
- 481 have opted out of the program

Laptop Refresh

The next round of approximately 500 **Teacher Laptop Replacements** is due to start in fall of 2017

2017-18, 40 laptops carts (1,200 laptops), 32 campuses complete

Desktop Refresh

- As of 4/18/2017, DoT has completed the installation of 4,275 Desktop Computer installations for the year.

Virtual Desktop Infrastructure (VDI)

- 2,825 Desktop VDI units for the year.

Maintenance and Operations

Art Cavazos, Chief of Maintenance and Operations, provided an update on the status of Prop 3 with regards to the 2013 CIP. See the handout for additional information. Below are the highlights:

Prop 3 is on schedule. Of the total budget, commitments to date have reached 75%. Program remains on budget.

Highlights:

- 200 buses have been replaced
- 31 school buses were ordered to replace the 2001-2009 models. The bus fleet will remain at 475.
- Cafeteria tables will be assessed at the middle and high school campuses

Instrumental Music

Dick Clardy, Instrument Music Director, provided an update on the status of Instrumental Music with regards to the 2013 CIP. See the handout for additional information. Below are the highlights:

Band Purchases

- Board approved on 9/26/17
- Total \$298,432.20

String/Mariachi

- Submitted for board approval for 11/14/17 meeting
- Total \$195,879.00

Marching band uniform bid/purchase estimates of \$285,845

- Paschal HS Band – 287 uniforms
- Arlington Heights HS Band – 175 uniforms
- Western Hills HS Band – 175 uniforms

Financial Overview

Elsie Schiro, Chief Financial Officer, provided an overview on the status of 2013 CIP Financial Services

- Current Total Contingency Balance as of September 30, 2017 is \$6,675,104
- Prop 1 balance is about \$5
- Prop 2 balance is about \$1.7 (VPA/STEM)

*****Budget Summary Report is prepared with a one month delay due to monthly payroll posting schedule.*** The Contingency and Comparison are reported through September 30, 2017. See handouts for detailed account information.

4. GENERAL DISCUSSION / ANNOUNCEMENTS

- 2018 COC Schedule
- COC Presentation to the Board of Education on October 24, 2017

5. FUTURE MEETING CONFIRMATION

The next meeting will be held on January 22, 2018.

6. ADJOURNMENT

The meeting adjourned at 6:57 pm.

Chair



Date

1/22/2018

**CONSENT AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE THE MINUTES FOR THE OCTOBER 23, 2017, NOVEMBER 13, 2017, DECEMBER 5, 2017, AND DECEMBER 19, 2017 RACIAL EQUITY COMMITTEE MEETINGS

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the Racial Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee will also work with the community and businesses in a broader discussion and examination of the impact of issues of race, language, and culture on the local workforce, economy, and community.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Minutes for the October 23, 2017, November 13, 2017, December 5, 2017 and December 19, 2017 Racial Equity Committee meetings.
2. Decline to Approve the Minutes for the October 23, 2017, November 13, 2017, December 5, 2017 and December 19, 2017 Racial Equity Committee meetings.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Minutes for the October 23, 2017, November 13, 2017, December 5, 2017 and December 19, 2017 Racial Equity Committee meetings.

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

All Departments and Campuses in FWISD

RATIONALE:

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

INFORMATION SOURCE:

Racial Equity Committee



FORT WORTH ISD MISSION:
 PREPARING ^{all} STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee**

Meeting Minutes

Monday, October 23, 2017 at 4:00 p.m.

FWISD Board Conference Room, 2903 Shotts, St., Fort Worth, TX 76107

Committee Members Present:

Anderson, Sue	Grover, Barbara	Lassiter, Shawn	Rincón, Cynthia
Beltran, Erika	Harris, Cleveland	Mattingly, Cissy	Robbins, Norman
Breed, Sherry	Harrison-Jordan, Tina	Moore, Jerry	Villegas, Veronica
Chavez, Aracely	Herrera, Alfonso	Moss, Christene	Walker, Carlos
Clark, Rickie	Hickman, Dr. Olga	Nixon, Glenn	West, Bill
Cytron-Walker, Adena	Hodges, Charles	Phillips, Quinton	Young, Patricia
Griffith, Barbara	Krochmal, Dr. Max	Ramos, Jr., Jacinto	

Committee Members Absent:

Adame, Cassandra	Hazard, Jessica	Monge, Sammy	Rogers, Andrea
Alphonse, Jimmy	Hobaish, Julio	Muñoz, Dr. Robert	Scribner, Dr. Kent P
Ayala Teresa	Jones, Cara	Poullard, Eric	Turcios, Carlos
Gravelle, Elizabeth	Jones, Trevon	Paz, Ashley	Valdez, Yovanka
Hamilton, Melinda	Johnson, Steven	Richter, Breinn	Walls, Ray

CALL TO ORDER

- Christene Moss called the meeting to order at 4:03 p.m.
- Approval of minutes from prior meeting
- Review of Racial Equity Committee meeting protocol

DISCUSSION ITEMS:

1. Presentation: FWISD Plan to Ensure Equitable Access to Excellent Educators.

- Cynthia Rincón and Cliff Mayer presenting
- The Every Student Succeeds Act (ESSA) replaced NCLB. As part of ESSA, any school district receiving Title 1 funding must submit a district-level plan to address Equity in Access to Experienced Teachers.
- Equity, as defined by this report, focuses on teacher experience and where they are placed. Specifically asking the question, “Why do some high-poverty campuses in Texas have higher percentages of inexperienced teachers than do low-poverty campuses?”
- The “Equity Gap” looks at the percentage of new teachers assigned to high percent non-white/high percent economically disadvantage (ED) student schools versus those with fewer non-white/fewer ED students.

- TEA provided a toolkit & template for developing this report and FWISD created a committee with stakeholders from all areas of Leadership to work on the multi-tiered process.
- The final report is due November 1, 2017 and will be reviewed and revised annually for the next 5 years.

2. Article Discussion (time permitting).

- *Challenges Faced by African-American Girls Deserve Equal Attention*
- *How Childhood Trauma Could be Mistaken for ADHD*


Other Discussions:

- We are working with our high schools to try to get students on the REC.
- How are we addressing the social-emotional needs of our students?
 - In addition to looking at the demographics of our teachers, we should be recruiting and hiring more diverse social workers.
 - What training are personnel receiving that relates to the social emotional needs of students.
 - What funding is available for additional behavior interventionist positions that deal with the social emotional needs of students of poverty.
 - Mr. Michael Steinert may be able to provide some input on these questions.

Reminders:

- Please review the Guidelines for the Racial Equity Committee
- Next Meeting: Monday, November 13, 2017 / 4-5:30 p.m. / Board Conference Room

ADJOURN: Meeting adjourned at 5:32 p.m.

Signed:  Date: 12/5/17
Mrs. Christene Moss, Co-Chair

Signed:  Date: 12/5/17
Dr. Max Krochmal, Co-Chair

/clm; bg



FORT WORTH ISD MISSION:
 PREPARING ^{all} STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee**

Meeting Minutes

Tuesday, November 13, 2017 at 4:00 p.m.

FWISD Board Conference Room, 2903 Shotts, St., Fort Worth, TX 76107

Committee Members Present:

Alphonse, Jimmy	Grover, Barbara	Moss, Christene	Villegas, Veronica
Anderson, Sue	Herrera, Alfonso	Nixon, Glenn	Walker, Carlos
Beltran, Erika	Hickman, Dr. Olga	Paz, Ashley	West, Bill
Breed, Sherry	Hodges, Charles	Phillips, Quinton	Young, Patricia
Chavez, Aracely	Lassiter, Shawn	Ramos, Jr., Jacinto	
Clark, Rickie	Mattingly, Cissy	Robbins, Norman	

Visitors/Presenters Present:

Bradford, Khechara	Hall, Mia	Smith, Patrick	
Dunn, Rondy	Niedziela, Joseph		

Committee Members Absent:

Adame, Cassandra	Harrison-Jordan, Tina	Monge, Sammy	Scribner, Dr. Kent P
Ayala Teresa	Hazard, Jessica	Moore, Jerry	Turcios, Carlos
Cytron-Walker, Adena	Hobaish, Julio	Muñoz, Dr. Robert	Valdez, Yovanka
Gravelle, Elizabeth	Jones, Cara	Poullard, Eric	Walls, Ray
Griffith, Barbara	Jones, Trevon	Richter, Breinn	
Hamilton, Melinda	Johnson, Steven	Rincón, Cynthia	
Harris, Cleveland	Krochmal, Dr. Max	Rogers, Andrea	

CALL TO ORDER

- Christene Moss called the meeting to order at 4:05 p.m.
- Introduction of Racial Equity Committee members and/or Visitors
- Approval of minutes from prior meeting – suggested changes will be made and brought back for approval.
- Review of Racial Equity Committee meeting protocol

DISCUSSION ITEMS:

1. **Discuss plans for the Racial Equity Community to host Community Conversations for Fort Worth’s Racial Force.**
 - Fort Worth ISD will host a Community Conversation on December 15th in collaboration with the city’s Racial Task Force.

- Location to be determined; looking at either PDC or at TCU
- Students, 18 and older, will be invited
- Three sessions will be held at two hours each
- 30 Individuals will be invited to each session
- Can the FWISD/REC hold Town Hall Meetings to continue to facilitate discussions about race in our community?

2. Update on Culturally Responsive Curriculum: African/African-American History, Latino/Latina-American History and Multicultural Studies.

- Ms. Khechara Bradford, Assistant Superintendent, Curriculum and Instruction, Mr. Joe Niedziela, Director, Social Studies, and Mr. Rondy Dunn, teacher at Dunbar HS share an update regarding the African American and Latino History & Culture courses being developed.
- They have had several Professional Learning opportunities and community events since August 2017. Events included:
 - Resources and Methods for Teaching Ethnic Studies in Social Studies.
 - Teachers receiving tools to involve students and provide opportunities for students to share their stories
 - FWISD Social Studies Super Saturday;
 - African and African American History & Culture Learning Series (3 Sessions)
 - Hispanic Scholarship Fund event (at North Side HS/Board Member Anael Luebanos attended)
 - Community Connection at the Dock Bookshop
 - African and African-American History & Culture hosted at the Dock Bookshop; Board Members Christene Moss and Norman Robbins attended; the next one will be on Dec. 7th at TCC South
 - Multicultural Education Institute
- In addition to the training events, each year new teachers participate in a New Teacher Institute. One full day is dedicated to introducing teachers to working in urban districts.
- C&I and the Social Studies department are using various forms of social media to get the word out about these courses.
- Books that were recommended by the consultants and community are being purchased and delivered. Teachers are receiving materials. They are collecting suggestions for Latino studies-related books at this time
- Highlights from the African and African-American History Infusion/Overlay Social Studies Curriculum Project and working Latino(a) American History Infusion/Overlay Social Studies Curriculum Timeline are looking at how can we incorporate and integrate this material into other curriculum areas in addition to Social Studies, e.g. Science, Math, etc.
- Mr. Rondy Dunn, Dunbar HS; provided a teacher's perspective about the new curriculum.
 - significant and courageous conversations are happening in the classroom
 - let us remember as adults, we need to stay out of the way and let students guide us;
 - we must connect the words to the work, e.g., modern day examples;
 - this work needs to start earlier in elementary and incorporated into our curriculum and our culture
- State Board of Education has had two calls for Mexican American Studies texts; however, the submittals were not up to par. They are recommitting to developing a Mexican American Studies course.

- Houston ISD has a good formal course; however, the standards are very general and need to be updated. If any committee members are interested in participating, please let Ms. Erika Beltran know
- FWISD is “stepping outside” the TEKS for this work because we know that they need to be improved in this area.
- The current focus is on high school curriculum; however, they are currently working on the multicultural infusion/overlay for a Culturally Responsive Education Program for Social Studies K-12.
- They are also working on Asian-American History, Native American History, and Gender Studies courses.
- All of these courses are elective courses where students can earn Humanities credit.
- Course offerings are based on student requests, teacher interest, and principal’s decision. All committee members are encouraged to discuss this with your home high school principals. Some committee members suggested that these course offerings not be optional/electives, but include them as part of the humanities requirement. Further discussion is needed regarding this suggestion.

Other items discussed:

- Can “Future Agenda Topics” be added as a running agenda item? It was on agenda and removed; we can add back.
 - **Future/Suggested Agenda Topic Items:**
 - Final ESSA Report
 - Social Emotional Training for staff
- Please attach Guidelines to the email that goes out to the committee prior to our meetings.
- Mr. Nixon offered to host a future REC meeting at the Fort Worth Housing Authority.
- Spring Racial Equity Committee training - TBD

Reminders:

- Please review the Guidelines for the Racial Equity Committee
- Next Meeting: Tuesday, December 5, 2017 / 4-5:30 p.m. / North Side HS
Historical Context of Inequity in Education (Dr. Max Krochmal)

ADJOURN: Meeting adjourned at 5:22 p.m.

Signed:  Date: 12/19/17
Mrs. Christene Moss, Co-Chair

Signed:  Date: 12/19/17
Dr. Max Krochmal, Co-Chair

/clm; bg



FORT WORTH ISD MISSION:
 PREPARING ^{all} STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee**

Meeting Minutes

Tuesday, December 5, 2017 at 4:00 p.m.

North Side High School, 2211 McKinley Avenue, Fort Worth, TX 76164

Committee Members Present:

Anderson, Sue	Harris, Cleveland	Lassiter, Shawn	Richter, Breinn
Breed, Sherry	Harrison-Jordan, Tina	Mattingly, Cissy	Turcios, Carlos
Clark, Rickie	Herrera, Alfonso	Moss, Christene	Villegas, Veronica
Cytron-Walker, Adena	Hodges, Charles	Muñoz, Dr. Robert	Walker, Carlos
Grover, Barbara	Krochmal, Dr. Max	Nixon, Glenn	West, Bill

Visitors/Presenters Present:

El, Robert	Lee, Yassmin	Martinez, Tony	
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Committee Members Absent:

Alphonse, Jimmy	Hamilton, Melinda	Monge, Sammy	Robbins, Norman
Adame, Cassandra	Hazard, Jessica	Moore, Jerry	Rogers, Andrea
Ayala Teresa	Hickman, Dr. Olga	Paz, Ashley	Scribner, Dr. Kent P
Beltran, Erika	Hobaish, Julio	Phillips, Quinton	Valdez, Yovanka
Chavez, Aracely	Jones, Cara	Poullard, Eric	Walls, Ray
Gravelle, Elizabeth	Jones, Trevon	Ramos, Jr., Jacinto	Young, Patricia
Griffith, Barbara	Johnson, Steven	Rincón, Cynthia	

CALL TO ORDER

- Christene Moss called the meeting to order at 4:06 p.m.
- Introduction of Racial Equity Committee members and/or Visitors
- Approval of minutes from prior meeting
 - Can the minutes be reworded regarding “courses required”?
- Review of Racial Equity Committee meeting protocol

DISCUSSION ITEMS:

1. Historical Context of Educational Inequality, presenter: Dr. Max Krochmal

- Dr. Max Krochmal presented and overview of th history of inequity and segregation in Texas from the late 19th century to the present. Including events and laws (both overt & covert) that served to inhibit the advancement of Blacks and Mexican Americans. Including:
 - Jim Crow and Juan Crow Laws
 - Federal subsidies, employment discrimination, redlining, public policy, and local planning

- The Early Civil Rights Movement in Texas
- White Citizens Councils, the Mansfield Riot, Little Rock Central High
- Gradual “stair-step” & “pairing plans”, other tokenism, sanctioned by elites
- Mexican Americans and the Binary: The “other white” & “class apart”
- For more information about this topic, see: *Blue Texas: The Making of a Multiracial Democratic Coalition in the Civil Rights Era* - by Dr. Krochmal
- Takeaways
 - Inequity and segregation still exist
 - The work of the REC is a good start in activating the community and raising awareness.
 - What can the community do more to organize?

2. Discuss article: *Leadership Through and Equity Lens*

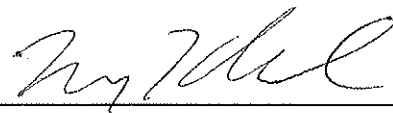
- *Will discuss at a later meeting*

Reminders:

- Please review the Guidelines for the Racial Equity Committee
- Next Meeting: Tuesday, December 19, 2017 / 4-5:30 p.m. / Board Conference Room / Agenda Topics: (1) Discipline Referrals Update (Michael Steinert); and (2) Update on Restorative Practices (Michael Steinert).
- Speaker at TCU: Town hall with Beto O’Rourke, Dr. Krochmal will send out information
- Possible spring town hall - February 15, 2018
- Suggested Future Agenda Topics:
 1. Action Team Updates
 2. Changing Demographics of Fort Worth
 3. Council of the Great City Schools
 4. Final TEA “Every Student Succeeds Act” (ESSA) Report
 5. HCM Update on Staffing
 6. High-stakes testing: How data is used and/or misused to contribute to inequity
 7. Programs of Choice/CTE Update
 8. Segregation in FWISD

ADJOURN: Meeting adjourned at 5:33 p.m.

Signed:  Date: 12/19/17
 Mrs. Christene Moss, Co-Chair

Signed:  Date: 12/14/17
 Dr. Max Krochmal, Co-Chair

/clm; bg



FORT WORTH ISD MISSION:
all
 PREPARING STUDENTS FOR SUCCESS IN
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District
 Racial Equity Committee
 Meeting Minutes
 Tuesday, December 19, 2017 at 4:00 p.m.
 FWISD Board Conference Room, Fort Worth, TX 76107**

Committee Members Present:

Breed, Sherry	Hodges, Charles	Mattingly, Cissy	Richter, Breinn
Griffith, Barbara	Hickman, Dr. Olga	Monge, Sammy	Robbins, Norman
Grover, Barbara	Krochmal, Dr. Max	Moore, Jerry	Walker, Carlos
Herrera, Alfonso	Lassiter, Shawn	Moss, Christene	West, Bill

Visitors/Presenters Present:

Steinert, Michael	TOP Members	Commit Members	
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Committee Members Absent:

Alphonse, Jimmy	Hamilton, Melinda	Muñoz, Dr. Robert	Scribner, Dr. Kent P
Anderson, Sue	Harris, Cleveland	Nixon, Glenn	Turcios, Carlos
Ayala Teresa	Harrison-Jordan, Tina	Paz, Ashley	Villegas, Veronica
Beltran, Erika	Hazard, Jessica	Phillips, Quinton	Walls, Ray
Chavez, Aracely	Hobaish, Julio	Poullard, Eric	Young, Patricia
Clark, Rickie	Johnson, Steven	Ramos, Jr., Jacinto	
Cytron-Walker, Adena	Jones, Cara	Rincón, Cynthia	
Gravelle, Elizabeth	Jones, Trevon	Rogers, Andrea	

CALL TO ORDER

- Dr. Max Krochmal called the meeting to order at 4:05 p.m.
- Introduction of Racial Equity Committee members and/or Visitors:
 - Strong Schools, Strong Dallas, Commit, and TOP Members
- Approval of minutes from prior meetings
- Review of Racial Equity Committee meeting protocol

DISCUSSION ITEMS:

1. Update on Suspension Data and Support

(Presenter: Michael Steinert, Assistant Superintendent, Student Support Services)

- Mr. Steinert presented data regarding PK-3 out-of-school suspensions since 2013.
 - Data shows that the numbers did not change significantly from 2013-14 to 2015-16, but began to show significant reductions in 2016-17 when restorative practices was implemented.

- Now that HB674 is in place, the total number of OSS for 2017-18 is expected to be only around 500.
 - Suspensions do still occur in extreme circumstances where there is danger to either the student, other students, or the teacher.
- To address the challenges of HB674, FWISD uses a positive behavior program as a disciplinary alternative (Adaptive Solutions vs. Technical solutions)
 - Adaptive mindsets of employees
 - Adaptive Supports – Examples: First Five, Restorative Practices/Conferencing, Review 360, Flexible seating options for students, Wellness Spaces & Motor Labs
- Restorative Practices has been expanded to include the 30 campuses that represent 75% of all of the behavior, suspensions, etc., in the district
- All Principals and Counselors have had RP training. The intent is that the first cohort schools will be sister campuses for new campuses as they are trained. Then they can support students as they move up.
- Campus culture is key for the success of Restorative Practices. Respect Agreements are not only established between teachers and students, but also staff and administrators.
- Future
 - In addition to discipline/suspension data, the District will look at student achievement data to determine other positive impacts these changes are having for our students.
 - HB674 could potentially be expanded to include grades 4 & 5
 - A committee member suggested that Social Workers are needed in every elementary school. Currently, Houston and San Antonio ISDs have Social Workers in every elementary school and have seen positive results.

Reminders:

- Please review the Guidelines for the Racial Equity Committee
- Next Meeting: Tuesday, January 16, 2018, 4-5:30 p.m., TCC South Early College HS Cafeteria
- Suggested Future Agenda Topics:
 - Action Team Updates
 - Business Practices: Review Board Policy
 - Changing Demographics of Fort Worth
 - Council of the Great City Schools
 - Final TEA “Every Student Succeeds Act” (ESSA) Report
 - HCM Update on Staffing
 - High-stakes testing: How data is used and/or misused to contribute to inequity
 - Programs of Choice/CTE Update
 - Segregation in FWISD

ADJOURN: Meeting adjourned at 5:36 p.m.

Signed:  Date: 1/30/18
Mrs. Christene Moss, Co-Chair

Signed:  Date: 2/9/18
Dr. Max Krochmal, Co-Chair

**ACTION AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE WAIVER OF PETITION REQUIREMENTS FOR BOARD POLICY CW (LOCAL) AND APPROVE NAMING OF CLASSROOM AT EDWARD J. BRISCOE ELEMENTARY AFTER GLORY GRIGGS

BACKGROUND:

As a Pre-Kindergarten teacher, Mrs. Griggs dedicated her life to education, having taught three generations of students in a career that totaled more than 40 years. She spent more than 20 years teaching those students in Room 105. Mrs. Griggs placed students first. Her expertise was reading, and she had a reputation for working countless hours to ensure her students finished the school year knowing how to read. When asked to consider a move into administration, Mrs. Griggs declined, stating “my children need me right here in this classroom.”

Mrs. Griggs went far beyond the ordinary call of duty as a teacher, often giving her personal time, money, and effort to support her parents, students, and staff. Additionally, she was a mentor and often a second “mother” for the first-year teachers on campus. She continues her volunteerism and support even beyond her retirement. Glory Griggs is a living example of how to commit to and support children. She is a source of pride in the Briscoe Elementary community.

A request is being made to waive the petition requirements of naming a facility and approve naming Room 105 at Edward J. Briscoe after Glory Griggs.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve waiver of petition requirements for Board Policy CW (LOCAL) and approve naming of classroom at Edward J. Briscoe Elementary after Glory Griggs.
2. Decline to Approve waiver of petition requirements for Board Policy CW (LOCAL) and approve naming of classroom at Edward J. Briscoe Elementary after Glory Griggs.
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Board Decision.

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

Edward J. Briscoe Elementary School

RATIONALE:

Board Policy CW (LOCAL) allows schools or portions of a school to be named or renamed after individuals who have attained prominence locally, statewide, or nationally based on contributions to the public in recognized fields such as education, science, medicine, law, art, government, business, justice, civil rights, or military achievement.

INFORMATION SOURCE:

Dr. T. A. Sims

**ACTION AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVE UPDATED FWISD BOARD COMMITTEE CHART

BACKGROUND:

On June 13, 2017, Anael Luebanos and Norman Robbins were appointed to the Audit Committee, both for 2-year terms. Judy Needham was appointed as the Alternate Member at that meeting for a one-year term. On September 26, 2017, Ashley Paz was re-appointed to the Audit Committee for another 2-year term. The attached Board Committee chart has been revised to clarify Trustee Needham's appointment as Alternate and to reflect Trustee Paz's reappointment.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Updated FWISD Board Committee Chart.
2. Decline to Approve Updated FWISD Board Committee Chart.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

FWISD Board decision.

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

FWISD Board of Trustees

RATIONALE:

School board committees can divide the labor of governing into manageable categories, enabling board members to delve into governing matters in greater detail than is possible at the full board level. As such, board members are better prepared for full board meetings. This ultimately improves the quality of board decision making. In-depth committee work builds governing expertise among board members, while also strengthening their sense of ownership and commitment. Board decisions that are supported by detailed standing committee work are firmer because of the ownership that is built at the committee level.

INFORMATION SOURCE:

Tobi Jackson, School Board President

FWISD Board Committees

	Anael Luebanos	Tobi Jackson	Christene Moss	Judy Needham	Ashley Paz	Jacinto Ramos	Norman Robbins	T.A. Sims	Ann Sutherland	Sum of Committee's Members
Audit	C *6.13.17 2 years			A *6.13.17	x *9.26.17 2 years		x *6.13.17 2 years			3 + A
Athletics		x					x	C		3
Racial Equity			C		x	x	x			4
Facilities	x			x		C		x		4
Oil & Gas		C				x		x		3
Board Policy			x		C			x	x	4
Assignments per Board Member	2	2	2	1 + A	3	3	3	4	1	

*Date of Official Board Appointment

C=Chair

CB=Chair of Bond

CF=Chair of Finance

x=Member of Committee

A=Alternate

MBK is included in Racial Equity with the same members: Jacinto Ramos, Ashley Paz, and Christene Moss, who are all members of the Racial Equity Committee.

Audit Committee must be voted upon by the FWISD Board of Trustees

**ACTION AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: CONSIDER THE ADOPTION OF AN ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX SCHOOL BUILDING BONDS; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF THE 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 AN AUTHORIZED DISTRICT OFFICER

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, with said bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; the Board of Education be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on said bonds.

The District is considering the adoption of an order (the “Bond Order”) authorizing the issuance of unlimited tax school building bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; resolving other matters incident and related to the issuance, sale, payment, and delivery of said bonds; establishing procedures for the sale and delivery of the 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 an authorized district officer.

The Bond Order would authorize the issuance of the “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2018” (the “2018 School Building Bonds”) and would further authorize the Superintendent and the Chief Financial Officer of the District to select the purchaser(s) of the 2018 School Building Bonds and to negotiate the precise terms of the 2018 School Building Bonds, subject to certain parameters set forth in the Bond Order. These parameters include (a) the maximum par amount of the 2018 School Building Bonds

(\$185,375,000), (b) the maximum total interest cost of the 2018 School Building Bonds (5.00%), and (c) the maximum maturity of the 2018 School Building Bonds (February 15, 2044) It is anticipated that the 2018 School Building Bonds will be sold in April of 2018. The authority to issue the 2018 School Building Bonds and the delegation to the Superintendent and 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 the adoption of the Bond Order authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2018,” delegating matters relating to the sale, issuance and delivery of the 2018 School Building Bonds to specified district officers, and resolving other matters related thereto.
2. Decline to approve the adoption of the Bond Order authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2018,” delegating matters relating to the sale, issuance and delivery of the 2018 School Building Bonds to specified district officers, and resolving other matters related thereto.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the adoption of the Bond Order authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2018,” delegating matters relating to the sale, issuance and delivery of the 2018 School Building Bonds to specified district officers, and resolving other matters related thereto.

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 \$1.50 million 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

AN ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX SCHOOL BUILDING BONDS; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF THE 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 AN AUTHORIZED DISTRICT OFFICER

February 27, 2018

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AN ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX SCHOOL BUILDING BONDS; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF THE 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 AN AUTHORIZED DISTRICT OFFICER

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; \$0.00 previously issued); and

WHEREAS, an amount not to exceed \$185,375,000 (taking into account principal, premium and discount, together with the payment of underwriters discount and costs of issuance from net premium) of bonds hereinafter authorized are part of an authorization of bonds which were lawfully and favorably voted at the Bond Election; and

WHEREAS, the bonds hereafter authorized 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 Board hereby finds and determines that it is a public purpose and in the best interests of the District to authorize the issuance of the first installment of the bonds authorized by the 2017 Authorization, and the terms of such bonds to be included in the Pricing Certificate to be executed by the Pricing Officer, all in accordance with the provisions of Chapter 1371;

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 2018” 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, 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, 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 and carrying out the other procedures specified in this Order, including approval of the following terms and provisions for each series of bonds, all of which will be set forth in the Pricing Certificate:

(i) Determining whether the Bonds shall be issued in one or more series, determining the aggregate original principal amount of each series of Bonds, the Bond Date of each series of Bonds, any additional or different designation or title by which each series of Bonds shall be known.

(ii) The manner of sale and pricing for each series of Bonds, including generation and use of original issue reoffering premium and/or discount, determination of underwriters’ compensation (if any) and applicable costs of issuance.

(iii) The years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions.

(iv) Approving all other matters relating to the issuance, sale, and delivery of the Bonds, including any modification of the continuing disclosure undertaking contained in Section 30 hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and obtaining the Permanent School Fund Guarantee for the Bonds, if available.

(b) Each issuance of Bonds authorized by this Order shall be issued within the following parameters:

(i) The aggregate original principal amount of all Bonds issued hereunder shall not exceed \$185,375,000.

(ii) The true interest cost rate of each series of Bonds shall not exceed 5.00%.

(iii) The final maturity of the Bonds shall not exceed February 15, 2044.

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

(c) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Section 3(b)(i) 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 180 days from the date hereof.

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) The selection and appointment of Amegy Bank, a division of ZB, National Association, Plano, Texas, to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar") is hereby approved and confirmed. The District agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the "Security Register") for the registration, payment and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," in the form and substance as shall be approved by the Pricing Officer. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery 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 in Plano, Texas (the "Designated Payment/Transfer Office"). 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 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 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 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 3 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 3 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 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 with the Bonds to be completed and modified with the information set forth in the 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 the guarantee of the Permanent School Fund and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. 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 Bond 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 the "Series 2018 Unlimited Tax School Building Bond Fund" (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 Interest and Sinking Fund such current funds which 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 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 Interest and Sinking Fund for the Bonds, the District covenants and agrees to deposit to the credit of the 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, 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, 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.

(d) 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, and (b) 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 that are noncallable 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.

(e) 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 shall constitute a contract with the Holders from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section and in Section 30 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order 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 the 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 Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds,

(ii) give any preference to any Bond over any other Bond, or

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

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

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

(ii) those Bonds 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 Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, 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) *Elections.* The District hereby directs and authorizes any Pricing Officer, or any combination thereof; to make such elections in the certificate regarding tax exemption or similar or other appropriate certificate, form or document 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 such certificate or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

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

(a) The Bonds authorized by this Order are to be sold by the District to one or more underwriters (herein referred to as the "Purchasers") in accordance with a bond purchase agreement (the "Purchase Contract"), the terms and provisions of which 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 President and Secretary of the Board are further authorized and directed to execute and deliver for and on behalf of the District copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the Board of the District and constitute the Official Statement authorized for distribution and use by the Purchasers.

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 Bond and the Initial Bond, pending the investigation and approval of the Initial Bond by the Attorney General of the State of Texas, and the registration of the Initial Bond by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

Section 17. Proceeds of Sale. Proceeds from the sale of the Bonds shall be used in the manner described in a letter of instructions executed by or on behalf of the District, provided, that proceeds representing accrued interest on the Bonds shall be deposited to the credit of the Interest and Sinking Fund and 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. Pending expenditure for authorized projects and purposes, the proceeds of the Bonds may be invested in authorized investments and any investment earnings realized may be expended for such authorized projects or purposes or deposited to the Interest and Sinking Fund as shall be determined by the Board. All surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

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 the Bonds is subject to being furnished final opinions of Kelly Hart & Hallman LLP, Fort Worth, Texas, and Mahomes Bolden PC, 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 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.

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 the 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 the Pricing Certificate or any provision hereof, this Order and the 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 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. The Bonds are expected to 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. To the extent applicable, the District hereby certifies, agrees, covenants and acknowledges that:

(i) 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 (a) the District’s inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds, (b) 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, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) 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 (e) such other information as the Commissioner shall require.

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

(iii) 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.

(iv) 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.

(v) 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. Continuing Disclosure Undertaking.

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

- (i) “*MSRB*” means the Municipal Securities Rulemaking Board.
- (ii) “*Rule*” means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.
- (iii) “*SEC*” means the United States Securities and Exchange Commission.

(b) *Annual Reports.* The District shall provide annually to the MSRB within six months after the end of each fiscal year ending in or after 2018, updated financial information and operating data with respect to the District of the general type included in the final Official Statement approved by the Pricing Officer. The updated information shall include audited financial statements, if the District commissions an audit and it is completed by the required time. 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 Section 30(b) by the required time and audited financial statements when and if such audited financial statements become available. Any financial statements to be provided shall be prepared in accordance with the accounting principles described in the notes to the financial statements of the District, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If 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 document available to the public on the MSRB's Internet Web site or filed with the SEC.

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 this subsection (b) by the time required by this Section 30(b).

(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:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. 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;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the District;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. 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 jurisdiction has been assumed by leaving the Board 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.

(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 Bonds while, but only while, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice required by Section 30(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 30 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.

(v) 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.

(vi) Notwithstanding anything herein to the contrary, the provisions of this Section 30 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 (1) 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 (2) either (a) 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 (b) a 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 reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. 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 30(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 31. 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 32. 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 33. 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 ____ day of _____, 2018.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

President, Board of Education

ATTEST:

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 2018**

Bond Date	Interest Rate	Stated Maturity	CUSIP No.
_____, 201_	_____%	_____ 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, 201_. 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 Amegy Bank, a division of ZB, National Association, Plano, Texas (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 \$ _____ (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 Plano, Texas, is the Designated Payment/Transfer Office for this Bond.

Registration Date:

Amegy Bank, a division of ZB, National Association,
Plano, Texas, 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;

(ii) 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 Amegy Bank, a division of ZB, National Association, Plano, Texas (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 Bonds and the Initial Bond shall bear an appropriate legend or certificate.

**ACTION AGENDA ITEM
BOARD MEETING
February 27, 2018**

TOPIC: APPROVAL TO SELECT THE CITIZENS' OVERSIGHT COMMITTEE (COC) MEMBERS FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The Citizens' Oversight Committee (COC) is to be composed of community members recommended by the Superintendent and approved by the Board. Nominees will have expertise in areas such as architecture and engineering, construction, financial management, land development, public agencies coordination, labor and construction law, work force and economic development, or parent leadership. The COC will be responsible for providing quarterly reports to the Board with its recommendations regarding such issues of historically underutilized businesses, environmental stewardship, and stakeholder satisfaction.

Members of the COC will serve either a two-year or three-year term, with initial members drawing lots for six two-year terms and seven three-year terms. The Chairperson would be elected by the COC members.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Approve to Select the Citizens' Oversight Committee (COC) Members for the 2017 Capital Improvement Program
2. Decline to Approve Approve to Select the Citizens' Oversight Committee (COC) Members for the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Approve to Select the Citizens' Oversight Committee (COC) Members for the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

No Cost

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

Capital Improvement Program

RATIONALE:

The appointment of individuals to the Citizens' Oversight Committee (COC) will ensure compliance with Board Policy BDB; Board Internal Organization: Internal Committees, in which "the Board, meeting in a study session, shall review matters pending before special or standing committees that pertain to the business and educational policies of the District." Specifically, the policy allows the Board to establish special committees to advise it and staff on matters of interest or to provide long-term oversight of ongoing operations matters. The COC would be charged with monitoring the District's Capital Improvement Program and advising the Board members and the Superintendent of any program issues. Community participation on such committees strengthens the involvement in public education of those community members who have specific expertise in various subject areas.

INFORMATION SOURCE:

Vicki D. Burris