

Notice of Public Budget Hearing
The Board of Trustees
Fort Bend Independent School District

Monday, January 11, 2021

Notice is hereby given that a Board of Trustees Public Budget Hearing will be held on Monday, January 11, 2021, beginning at 6:00 PM in the Event Center of the James Reese Career and Technical Center, 12300 University Blvd., Sugar Land, TX 77479. Members of the public may also register to

address the Board at the following address:

<https://www.fortbendisd.com/cms/lib/TX01917858/Centricity/Domain/83/New%20Agenda%20Review%20Address%20Form%201-12-21.pdf>. Requests to address the Board must be submitted no later than 4:30 p.m. on the day of the meeting. It is the Board of Trustees' intent that a quorum of the Board of Trustees will be physically present at this location, although one or more Trustees may participate via video conference. The agenda packet for the meeting can be found here: <https://meetings.boardbook.org/Public/Organization/649>.

1. Call to order at 6:00 PM with announcement by the chair as to the presence of a quorum, that the meeting has been duly called and that notice of the meeting has been posted for the time and manner required by law
2. Information
 - A. Board Governance
 1. Update on Ongoing Efforts to Support Student Learning During COVID 3
 2. Bond Oversight Committee Report 4
 3. District Debt Program Overview 5
3. Review
 - A. Board Governance
 1. Review Revisions to Local Board Policies 6
 - a. FFAE (Local): Wellness and Health Services: School-Based Health Centers 8
 - b. FFB (Local): Student Welfare: Crisis Intervention 10
 - c. FFBA (Local): Crisis Intervention: Trauma-Informed Care 13
 2. Review Proposed Order of Election to be held May 1, 2021 15
 3. Review District Improvement Plan Performance Objectives for the 2020-21 School Year 19
 4. Review Campus Improvement Plan Performance Objectives for the 2020-21 School Year 23
 5. Review 2020-21 Superintendent Evaluation Instrument 120
 6. Review Previous Meeting Minutes 140
 - a. December 7, 2020: Called Meeting and Agenda Review
 - b. December 14, 2020: Regular Business Meeting
 - B. Board Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum
 1. Review Approval of a Purchase Exceeding \$50,000: Specifically for: 141

a. Review the Purchase of Online Virtual Staffing Services and Related Items	142
C. Scalable Systems	
1. Review Resolution Expressing Intent to Finance Expenditures Incurred in Conjunction with the 2014 and 2018 Bond Programs	144
2. Review Fixed-Rate Order Authorizing the Issuance of New Money and Refunding Bonds	150
3. Review Order Authorizing the Issuance of a Variable-Rate Bond Order for Refunding Commercial Paper	205
4. Review Order Authorizing the Conversion of FBISD Variable-Rate Unlimited Tax Refunding Bonds, Series 2017D, to a New Rate Period and Authorizing the Preparation of a Remarketing Memorandum	301
5. Review Order Authorizing Amendments to the Revolving Credit Agreement and Note Purchase Agreement Supporting the Fort Bend ISD Unlimited Tax Commercial Paper Program	315
6. Review 12-Month Extension of the Existing Lease Contract with Mobile Modular Management Corporation for the 12-Classroom Modular Building at Barrington Place Elementary School	337
7. Review Agreement with Texas Air Systems to Replace Three Pool Dehumidification Units at the Don Cook Natatorium	339
D. 2014 Bond Program	
1. Review Use of the 2014 Bond Program Contingency as Proposed	341
4. Audience Responses to Agenda Items Posted for this Meeting	
5. Action	
6. Convene in closed session under Texas Open Meetings Act, Texas Government Code, Chapter 551 under the following sections: 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; Section 551.072 - Consider purchase, exchange, lease, or value of real property, Section 551.074 - Personnel matters, Section 551.076 - Security matters, Section 551.082 - Student discipline matter or complaint, or Section 551.0821 - Personally identifiable information about public school student	
7. Reconvene in Open Session	
8. Consider Action on Closed Session Items	
9. Adjournment	

The following Fort Bend ISD Goals may be referenced in agenda items included in this document:

- Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.
- Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.
- Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success.
- Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a robust Collaborative Community at every school.
- Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Information: Update on the
District's Term 3 Transition
References: Board Governance
Department: Superintendent

Summary

The Administration will provide an update on the District's COVID response.

Recommended by:

Charles E. Dupre
Superintendent of Schools

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
**Action: Information: Bond Oversight
Committee Update**
**References: Board Policy CV (Legal)
Scalable Systems**
Department: Operations

Summary

FBISD is dedicated to accountability and transparency in operations that best achieve the Board's educational priorities and commitments to students. Therefore, in 2014, the Board of Trustees passed a resolution to create a Bond Oversight Committee to provide community-based oversight of the District's bond programs. Upon the completion of Bond 2014 and the inception of Bond 2018, a new Bond Oversight Committee was formed.

The 2018 Bond Committee meets quarterly to hear updates and to provide feedback to staff on the District's management of the 2018 Bond Program and delivery of bond projects. Per Board of Trustees Resolution, the committee chair is to provide annual updates of the committee's work and report any findings of the committee to the FBISD Board of Trustees.

Along with FBISD staff members, the current committee chairperson, Joanne Gore, will provide a status report to the Board regarding the work of the committee and the status of the 2018 Bond Program.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Information: Debt Program
Overview
References: Board Policy CE (Legal)
Board Governance
Department: Executive Leadership Team

Summary

Staff will provide a Debt Program Overview for the 2020-21 school year. The report will include a comprehensive debt program overview, and information on items associated with the debt program, that staff use to successfully manage the District's debt program that are brought forth annually for Board consideration including parameter orders and intent to reimburse.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Kelly Schlacks
Executive Director of Finance

Luis Osorio
Director of Budget

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
**Action: Review: New Policies FFAE
(Local), FFB (Local), FFBA (Local)**
**References: Board Policy: Local policies
for FFAE, FFB, FFBA**
**Department: Chief of Staff and
Collaborative Communities**

Recommendation

Consideration and possible approval of new policies FFAE (Local), FFB (Local) and FFBA (Local).

Summary

The following policies recommended for revision have been reviewed by the Board's Policy Committee:

FFAE (Local): Wellness and Health Services: School-Based Health Centers:

The Administration is recommending this policy to:

- Articulate the purpose of campus-based health services
- State District's coordination with community-based health partners and the district School Health Advisory Council (SHAC) in supporting the overall health and well-being of students
- State the program components of the Comprehensive Health Plan and the services that school-based health centers provide

FFB (Local): Student Welfare: Crisis Intervention

The Administration is recommending this policy to:

- Articulate the role of district and campus teams in maintaining a supportive climate and safe environment
- Provide definitions for understanding of nomenclature employed throughout the policy
- Include expectations for training that includes prevention and early-intervention measures and select training components
- State the superintendent shall establish procedures to guide the threat assessment process
- Include content on guidance to the school community on recognizing behaviors that may pose a threat

FFBA (Local): Trauma Informed Care

The Administration is recommending this policy to:

- Support students affected by trauma or grief and equip staff and parents with awareness and implementation skills of trauma-informed practices
- Provide definitions for understanding of nomenclature employed throughout the policy
- State the superintendent shall establish procedures to support the trauma-informed care program
- State that the District provide trauma-informed training as required by law

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Anthony Indelicato
Chief of Staff and Collaborative Communities

**WELLNESS AND HEALTH SERVICES
SCHOOL-BASED HEALTH CENTERS**

**FFAE
(LOCAL)**

Philosophy

The Board believes that whole-child health is fundamental for learning. The District shall help students achieve their academic and behavioral goals by promoting good health, including physical and mental health care through campus-based health services.

Purpose

The District shall sustain a commitment to student's physical and mental health through the use of school-based health services in collaboration with community-based partners and District staff.

In addition to meeting the goals established in law for school-based health centers [see FFAE(LEGAL)], the campus-based health services shall:

- Link all services to the instructional program of the District and to the academic goals of each student;
- Remove financial and time barriers for families;
- Reduce the stigma surrounding mental health; and,
- Promote family-focused services that enhance the well-being and mental health of students and their families.

School Connections

The District shall coordinate with community-based health partners to ensure implementation of school-based health care services to support physical, social, behavioral and mental health. The District shall develop systems for community-based partners to implement Medicaid, third-party billing, and grant funding if available. When a family has no resources for payment of services and does not qualify for grant funding, the partner will work with the District to transfer care to District personnel. The District utilizes its School Health Advisory Committee (SHAC) to support the health and well-being of its students and staff and connect with outside resources and providers to inform best practices. [See FFA]

Comprehensive Health Program

The Comprehensive Health Program is used to provide high quality instruction, expectations and interventions targeted to support all learners, including physical health services, substance abuse, counseling, and mental health therapy. Program components shall include health care services to support physical, social, emotional, behavioral and mental health. The campus-based approach to services offered shall be available to all District students, families, and staff. The program shall engage parents and families in the education of their children and promote and support the educational program through collaboration with campus personnel. [See FFA]

The District shall operate and provide services using local, state, and federal resources.

The centers may offer the following services, but not limited to:

WELLNESS AND HEALTH SERVICES
SCHOOL-BASED HEALTH CENTERS

FFAE
(LOCAL)

- Prevention—Immunizations, health education, health fairs, nutrition education, teacher training, parent education classes, home visits, substance abuse prevention and other primary prevention activities;
- Intervention—Parent workshops, psychiatric assessments, psychosocial assessment, support groups, teacher consultation, family involvement activities, therapeutic case management, mental health screening, school consultation/visits, crisis intervention, and therapeutic recreation; and
- Treatment/Follow-up—Group counseling, classroom behavior plans, therapy, school visits, supportive outpatient therapy, coordination of reentry services, and multi-family therapy.

STUDENT WELFARE
CRISIS INTERVENTION

FFB
(LOCAL)

Philosophy

The Board believes that student success is best achieved in a supportive climate and safe environment. The District shall develop a safe and secure organizational culture with inclusion so students can reach their full potential.

Training for staff, students and community shall include prevention and early-intervention measures to recognize and respond to mental health crisis situations.

Definitions

The following definitions shall apply for purposes of this policy.

Emergency
Operations Plan
(EOP)

Emergency Operations Plan (EOP) describes who will do what, as well as when, with what resources, and by what authority--before, during, and immediately after an emergency. The EOP connects into our Incident Command Structure (ICS).

Incident Command
Structure

Incident Command Structure is a standardized hierarchical structure that allows for a cooperative response by multiple agencies, both within and outside of government, to organize and coordinate response activities without compromising the decision-making authority of local command.

District and Campus
Teams

Team is defined as a threat assessment and safe and supportive school team established by the Board under Education Code 37.115. [See FFB(LEGAL)] The Superintendent or designee shall establish administrative procedures for the membership and responsibilities of the District and campus teams.

**District School
Threat Assessment
Team (DSTAT)**

The District shall establish and maintain a District School Threat Assessment Team (DSTAT) to support, train and oversee campus teams. This team shall be composed of members with expertise in counseling, behavior management, mental health and substance use, classroom instruction, special education, school administration, school safety and security, emergency management, and law enforcement.

**Campus School
Threat Assessment
Team (CSTAT)**

Each campus shall establish and maintain a Campus School Threat Assessment Team (CSTAT). The purpose of the CSTAT is to conduct threat assessments, to gather and analyze data to determine the level of risk, and to provide guidance to students that may pose a threat and notify DSTAT if threat is substantive.

Training

Training for staff, students and community shall include prevention and early-intervention measures to recognize and respond to crisis situations. This training shall include components such as:

- mental health promotion and intervention,
- substance abuse prevention and intervention, and
- suicide prevention.

**STUDENT WELFARE
CRISIS INTERVENTION**

FFB
(LOCAL)

The District threat assessment team will work collaboratively with each campus to ensure campus level teams are developed and trained using an evidence-based threat assessment model that includes prevention, intervention and monitoring.

**Substantive Threats
or Emergencies**

Any District employee may act immediately to prevent a substantive threat or respond to an emergency, including contacting law enforcement directly.

**Threat Assessment
Process**

The Superintendent shall establish administrative procedures. [See Education Code 37.220, FFB(LEGAL), and Texas School Safety Center Guidelines] In accordance with the administrative procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibiting behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.
 - For a student or other individual who the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent or designee, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent or designee shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multi-hazard emergency operations plan.
 - For a student the team identifies as at-risk of suicide, the team shall follow the District's suicide prevention program.
 - For a student the team identifies as having a substance abuse concern, the team shall follow the District's substance abuse program.

STUDENT WELFARE
CRISIS INTERVENTION

FFB
(LOCAL)

- For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

- To a local mental health authority or health-care provider for evaluation or treatment;
- For a full individualized and initial evaluation for special education services; or
- To mental health professionals providing services to the District.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting. Guidance shall include providing educational material to all parents and families in the District that contains information on identifying risk factors and accessing resources for treatment or support provided on and off campus.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

CRISIS INTERVENTION
TRAUMA-INFORMED CARE

FFBA
(LOCAL)

Philosophy

The Board believes that teaching and learning must occur in a supportive climate and safe environment. The District shall develop a culture where students can reach their full potential in a climate that promotes students' learning, well-being, and attainment of Profile of a Graduate attributes. In addition, staff and parents shall be equipped with awareness and implementation skills of trauma-informed care practices to assist students affected by trauma and/or grief.

Definitions

The following definitions shall apply for purposes of this policy.

Multi-tiered systems of support (MTSS)

MTSS is a data-driven, problem-solving framework to improve outcomes for all students. MTSS relies on a continuum of evidence-based practices matched to student needs. Positive Behavior Interventions and Support (PBIS) is an example of MTSS centered on social behavior. As part of the District overall comprehensive health plan, the MTSS structure includes trauma-informed care.

Trauma-Informed practices

Trauma-informed practices support the whole child by considering past trauma and the resulting coping mechanisms when attempting to understand and respond appropriately to behaviors while emphasizing physical, psychological, and emotional safety for everyone, as well as creating safety, connection, and emotional regulation along with opportunities to rebuild a sense of control and empowerment.

Trauma-Informed Care Program

The District shall have a trauma-informed care program with the multi-tiered systems of support (MTSS) structure and components of the District's student ownership of behavior progression. The Superintendent shall establish administrative procedures which shall include:

- integration of trauma-informed care practices in the school environment;
- increase staff and parent awareness of trauma-informed care to destigmatize perceptions of mental health and the importance of mental health treatment;
- implementation of trauma-informed practices and care by District and campus staff; and
- information about available counseling options for students affected by trauma or grief.

The above listed components shall be part of the District Improvement Plan [FFBA(LEGAL)]. Trauma-informed care components shall also be reflected in the District Wellness Plan [FFA(LOCAL)].

CRISIS INTERVENTION
TRAUMA-INFORMED CARE

FFBA
(LOCAL)

Training

The District shall provide trauma-informed care training to District educators as required by law. The District Professional Learning Plan shall specify required training for other District employees as applicable.

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Review: Order of Election
References: Board Policy BBB (Legal)
Board Governance
Department: Legal Services Department

Recommendation

The Administration is seeking Board action as required by the Texas Election Code and Board Policy BBB (LOCAL) to Order an Election of Trustees in Positions 2 and 6, to be held on May 1, 2021.

Background

Texas Election Code, Section 3.001, requires the governing body of a political subdivision to order each general election. Pursuant to Board Policy BBB (Local), the three-year term of office for Trustee Positions 2 and 6, currently held by Ms. Grayle James and Ms. Addie Heyliger, expires in 2021. Texas Election Code § 41.001 establishes the uniform election date for public school districts as the first Saturday in May in an odd-numbered year, which is May 1, 2021.

As the deadline to order an election on the uniform election date is 78 days prior to the election, which is February 12, 2021, the Administration is submitting the Order of Election to the Board for its consideration and approval.

The attached Order of Election, submitted for your review in draft format, was prepared in accordance with state law and FBISD Board Policy BBB. The contents of the election order include: (1) the dates and times of the early voting, (2) the location of each early voting site, and (3) any other information required by law. Early voting locations are subject to change by the Fort Bend County Elections Administrator.

On December 9, 2020, in compliance with the Election Code, the Administration posted the Notice of Deadline to File Applications for Place on the Ballot for the May 1, 2021 Board of Trustee Election, Positions 2 and 6, at the Fort Bend ISD Building and on the District's website. The period for candidates to file an application for a place on the May ballot opens January 13, 2021 and closes February 12, 2021 at 5:00 p.m.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Robert Scamardo
General Counsel

ORDER OF ELECTION
(Orden de Elección)

An election is ordered to be held on May 1, 2021 for voting in the Fort Bend Independent School District Trustee Election to elect one person for each position to serve the full terms of positions 2 and 6. (Se ordena una elección que sera el día 1 de mayo 2021 para votar en la elección regente del distrito escolar independiente de Fort Bend para elegir una persona para que sirva los términos completos de las posiciones dos (2) y seis (6).

Early Voting by Personal Appearance will be conducted as follows (La votación adelantada, solamente en persona, se llevará a cabo de tal manera):

Main Early Voting Site (Locación Primaria):

Fort Bend ISD Administration Building, Lobby
16431 Lexington Boulevard
Sugar Land, Texas 77479

And such other early voting polling places as may be designated or amended by the early voting clerk pursuant to Section 271.006 of the Texas Election Code, which may include, but are not limited to, the following:

Branch Early Voting Sites (El lugar de la votación adelantada será):

Missouri City Community Center	1522 Texas Parkway, Missouri City, TX
Irene Stern Community Center	6920 Fulshear-Katy Rd., Fulshear, TX
Fort Bend County Rosenberg Annex	4520 Reading Rd., Rosenberg, TX
Fort Bend County Road & Bridge	3743 School St., Needville, TX
Four Corners Community Center	15700 Old Richmond Rd., Sugar Land, TX
James Bowie Middle School	700 Plantation Dr., Richmond, TX
First Colony Conference Center	3232 Austin Parkway, Sugar Land, TX
Hightower High School	3333 Hurricane Lane, Missouri City, TX
Lost Creek Park	3703 Lost Creek Blvd., Sugar Land, TX
Meadows Place City Hall	One Troyan Drive, Meadows Place, TX
Sienna Branch Library	8411 Sienna Springs Blvd., Missouri City, TX
Beasley City Hall	319 S. 3 rd St., Beasley, TX
Chasewood Clubhouse	7622 Chasewood Dr., Missouri City, TX
Quail Valley Fund Office	3603 Glenn Lakes, Missouri City, TX
Water Maintenance Facility	110 N. 8 th St., Richmond, TX
Sartartia Middle School	8125 Homeward Way Sugar Land, TX
James Reese CT Center	12300 University Blvd. Sugar Land, TX
Sugar Land Branch Library	550 Eldridge, Sugar Land, TX
Sugar Land City Hall	2700 Town Center Blvd., Sugar Land, TX

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Horario para:

Day (<i>Día</i>)	Date (<i>Fecha</i>)	Hours (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	April 19 - April 23, 2021 (<i>Abril 19 - Abril 23, 2021</i>)	8:00 a.m. to 7:00 p.m. (<i>8:00 a.m. a 7:00 p.m.</i>)
Saturday (<i>Sábado</i>)	April 24, 2021 (<i>Abril 24, 2021</i>)	CLOSED (<i>CERRADO</i>)
Sunday (<i>Domingo</i>)	April 25, 2021 (<i>Abril 25, 2021</i>)	CLOSED (<i>CERRADO</i>)
Monday - Tuesday (<i>Lunes - Martes</i>)	April 26 – 27, 2021 (<i>Abril 26 –27, 2021</i>)	7:00 a.m. to 7:00 p.m. (<i>7:00 a.m. a 7:00 p.m.</i>)

Applications to vote by mail should be mailed to (Las aplicaciones para votar por correo deberán enviarse a):
John Oldham
Fort Bend County Elections Administrator
301 Jackson St.
Richmond, TX 77469
Email: vote@fortbendcounty.tx.gov

The last day to receive an application for a ballot to be voted by mail is at the close of business on Tuesday, April 20, 2021 (El último día para recibir una aplicación para su papeleta de voto por correo sera al final de labores el martes 20 de abril 2021).

The deadline for receiving early voting ballots by mail is Saturday, May 1, 2021 no later than 7:00 P.M. (La fecha límite para recibir por correo su papeleta de votación por adelantado será el sabado, 1 de mayo 2021 a las 7:00 PM).

Issued this the ____ day of _____, 2020 (Emitada este día ____ de _____ 2020).

Signature of the Presiding Officer (Firma del Oficial Encargado)
Addie Heyliger, President, Board of Trustees, Fort Bend ISD

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
**Action: Review: District Improvement
Plan Performance Objectives**
**References: Policy BQA (Legal, Local)
Board Governance**
**Department: Human Resources and
Organizational
Transformation**

Recommendation

Consideration and possible approval of the District Performance Objectives included in the District Improvement Plan (DIP) for the 2020-21 school year.

Background

In FBISD, our vision is to develop and graduate students who exhibit the attributes found in the District's Profile of a Graduate and to ensure academic growth for every student.

Annually, in an effort to focus and prioritize our efforts and resources to develop the attributes in the Profile of a Graduate and ensure growth for every student, District leaders conduct a Comprehensive Needs Assessment and established performance objectives and strategies correlated to each of the Board-approved goals as a part of the DIP.

To support the continuous improvement process, District staff implements strategies, monitors progress, and refines action steps associated with DIPs, at least quarterly, to ensure progress throughout the year toward achieving the Board-approved performance objectives and goals to fulfill the District's vision.

As part of the development of the DIP, the Organizational Transformation Team has taken action to ensure compliance with Texas Education Code Sections 11.251 and 11.252, regarding District-level planning and decision-making. The steps listed below provide a summary of necessary actions scheduled to support the 2020-21 DIP cycle:

- A District-level comprehensive needs assessment, addressing performance on achievement indicators and other appropriate measures of performance were examined.
- Based upon the identified patterns and trends, the Academic Affairs Team and Department of School Leadership determined needed adjustments to address areas of need through the performance objectives.

- The Academic Advisory Council and Executive Team ensured a clear focus on areas of opportunity to leverage student growth reviewed the performance objectives and evaluation data sources.
- Based upon the input and feedback of the stakeholders, the performance objectives were refined for approval by the FBISD Board of Trustees.

Submitted by:

Charles E. Dupre
Superintendent of Schools

Recommended by:

Gwyn Touchet
Chief of Human Resources and Organizational Transformation Officer

FBISD District Improvement Plan

Goals, Performance Objectives

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, each school in FBISD will demonstrate growth in student literacy performance for reading/ELA on the Evaluation Metrics and Milestones, as reflected in district, state and federal/national data reports.

Performance Objective 2: By June 2021, each school in FBISD will demonstrate growth in student literacy performance for writing on the Evaluation Metrics and Milestones, as reflected in district, state and federal/national data reports.

Performance Objective 3: By June 2021, each school in FBISD will demonstrate growth in student mathematics performance on the Evaluation Metrics and Milestones, as reflected in district, state and federal/national data reports.

Performance Objective 4: By June 2021, each school in FBISD will demonstrate growth in science and social studies performance on the Evaluation Metrics and Milestones, as reflected in district, state and federal/national data reports.

Performance Objective 5: By June 2021, each school in FBISD will demonstrate progress toward achieving equitable access to a safe, challenging and engaging learning environment as demonstrated on the expected results measures reflected in district, state and federal/national data reports.

Performance Objective 6: By June 2021, the District will recruit, develop and retain professional staff to meet the needs of students served through Title I, Special Education and English Learner services.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June 2021, each school in FBISD will utilize positive behavioral interventions and supports (PBIS) to improve student owned behavior and the culture and climate of the campus for students and staff as measured on the Evaluation Metrics and Milestones.

Performance Objective 2: By June 2021, each school in FBISD will develop a framework for social emotional learning, and mental health programs and implement student safety and wellness programs to support healthy and productive lifestyles as demonstrated through Evaluation Metrics and Milestones.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, each school in FBISD will facilitate student choice through diverse programming and differentiated student learning experiences as demonstrated through the Evaluation Metrics and Milestones.

Performance Objective 2: By June 2021, the District will evaluate the effectiveness of instruction for the various learning models: online instruction, face-to-face instruction, distance learning, and concurrent teaching.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, each school in FBISD will implement a system to engage and increase family engagement and collaborative school and community partnerships as demonstrated through the Evaluation Metrics and Milestones.

Performance Objective 2: By June 2021, the District will create a system to engage families in supporting and increasing literacy.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, the District will assess the organizational culture and utilize the information to develop action items to improve the organizational culture.

For: Fort Bend ISD Board of Trustees
Date: January 11, 2020
**Action: Review: Campus Improvement
Plan Performance Objectives for
the 2020-21 School Year**
References: BQB (Legal and Local)
**Department: Chief Human Resources and
Organizational
Transformation Officer**

Recommendation

Consideration and possible approval of the Campus Improvement Plan Performance Objectives for the 2020-21 school year.

Background

As part of ongoing campus improvement, the Texas Education Agency requires all campuses to engage in the yearly development of performance objectives and defined strategies as part of a Campus Improvement Plan (CIP).

In Fort Bend ISD, the campus improvement planning process aligns to the Strategic Framework that focuses school leaders on the Mission, Vision, Profile of a Graduate, and District Goals to anchor continuous improvement efforts toward improving student outcomes responsive to the needs of the whole child.

All campuses utilize one of two systems for campus improvement planning, the traditional CIP and a pilot improvement process aligned to the District implementation of the Campus Based Accountability System (CBAS). At this time, 15 campuses are engaged in piloting CBAS and using that campus improvement framework for the CIP process.

In order to develop CIPs, staff engaged in analyzing data, evaluating evidence, and developing a Comprehensive Needs Assessment (CNA) to prioritize areas to address in the improvement plans. Due to the impact of the COVID-19 Pandemic, campus leaders included student engagement data from the online environment as a part of the needs assessment. Based upon the priorities assessed in the CNA, each campus develops performance objectives and strategies aligned with the goals and objectives set by the Board of Trustees.

All campuses developed their performance objectives to include a manageable number of high-leverage focus areas to drive improvement in performance and growth for all students. CIPs are reviewed by the Campus Based Leadership Teams and the Department of School Leadership.

Based upon the input and feedback of each stakeholder group, the performance objectives are refined for Board consideration and approval.

As the District navigates management of multiple learning modalities during the pandemic, District strategic planning has shifted to support planning efforts around health & safety, instructional connection, instructional continuity, and fidelity of curriculum and instruction implementation. Throughout the continuous improvement cycle, campus staff, with their respective advisory committees, will implement strategies, monitor progress, and refine action steps associated with the CIPs at least quarterly to ensure progress throughout the year toward implementing the strategies and achieving the performance objectives and Board-approved goals.

Submitted by:

Charles E. Dupre
Superintendent of Schools

Recommended by:

Gwyn Touchet
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Fort Bend Independent School District

2020-2021

Campus Improvement Plans

Goals and Performance Objectives



TABLE OF CONTENTS

AUSTIN PARKWAY ELEMENTARY	5
BAINES MIDDLE SCHOOL.....	6
BARRINGTON PLACE ELEMENTARY.....	7
BLUE RIDGE ELEMENTARY.....	8
BOWIE MIDDLE SCHOOL.....	10
BRAZOS BEND ELEMENTARY	11
BRIARGATE ELEMENTARY	12
BURTON ELEMENTARY	14
BUSH HIGH SCHOOL	15
CLEMENTS HIGH SCHOOL.....	16
COMMONWEALTH ELEMENTARY	17
CORNERSTONE ELEMENTARY.....	18
CROCKET MIDDLE SCHOOL	19
DONALD LEONETTI ELEMENTARY	20
DULLES ELEMENATARY.....	21
DULLES HIGH SCHOOL	22
EARLY LITERACY CENTER (RME)	23
ELKINS HIGH SCHOOL	24
FERNDELL HENRY CENTER FOR LEARNING.....	25
FIRST COLONY MIDDLE SCHOOL	26
FLEMING ELEMENTARY	27
FORT SETTLEMENT MIDDLE SCHOOL	28
GARCIA MIDDLE SCHOOL	29
GLOVER ELEMENTARY	30

GOODMAN ELEMENTARY	32
HERITAGE ROSE ELEMENTARY	33
HIGHLAND ELEMENTARY	34
HODGES BEND MIDDLE SCHOOL	36
HOLLEY ELEMENTARY	37
HUNTERS GLEN ELEMENTARY	38
JAMES NEILL ELEMENTARY	39
JAMES REESE CAREER & TECHNICAL CENTER	40
JONES ELEMENTARY	41
JORDAN ELEMENTARY	42
KEMPNER HIGH SCHOOL	43
LAKE OLYMPIA MIDDLE SCHOOL	44
LAKEVIEW ELEMENTARY	45
LANTERN LANE ELEMENTARY	46
LEXINGTON CREEK ELEMENTARY	47
MADDEN ELEMENTARY	48
MALALA YOUSAFZAI ELEMENTARY	49
MARSHALL HIGH SCHOOL	50
MEADOWS ELEMENTARY	51
MISSION BEND ELEMENTARY	53
MISSION GLEN ELEMENTARY	54
MISSOURI CITY MIDDLE SCHOOL	55
OAKLAND ELEMENTARY	56
OYSTER CREEK ELEMENTARY	57
PALMER ELEMENTARY	58
PARKS ELEMENTARY	59
PECAN GROVE ELEMENTARY	60
PROGRESSIVE HIGH SCHOOL	61

RIDGE POINT HIGH SCHOOL 62
RIDGEGATE ELEMENTARY 63
RIDGEMONT ELEMENTARY 65
SCANLAN OAKS ELEMENTARY 66
SCHIFF ELEMENTARY 67
SEGUIN ELEMENTARY 68
SETTLERS WAY ELEMENTARY 69
SIENNA CROSSING ELEMENTARY 70
SUGAR MILL ELEMENTARY 71
SULLIVAN ELEMENTARY 72
TOWNEWEST ELEMENTARY 73
TRAVIS HIGH SCHOOL 74
WALKER STATION ELEMENTARY 75
WILLOWRIDGE HIGH SCHOOL 76

Austin Parkway Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Students will achieve a year's growth through high quality classroom instruction ensuring alignment to FBISD Progressions of Practice targeting student ownership and communication protocols.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Austin Parkway online learners will take ownership of their behavior, progress, and learning by engaging in synchronous learning and completing asynchronous assignments in Schoology.

Performance Objective 2: Austin Parkway face-to-face learners will take ownership of their behavior, progress, and learning by engaging in learning and completing assignments daily.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Austin Parkway teachers will implement blended learning opportunities in K-5th classrooms to promote differentiation,²⁹ collaboration and student engagement.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, Austin Parkway will implement effective online and face-to-face classroom communication protocols and strategies that provide language supports and effective engagement tools for all learners.

Performance Objective 2: By June 2021, the PTA, Austin Parkway's Climate Committee, and Wellness Committee will organize community, and/or staff events to boost morale, promote community involvement, recognize Profile of a Graduate attributes, and encourage health and wellness through focused virtual communication efforts.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: The Austin Parkway community (students, staff, parents and community members) will support health and safety protocols during the COVID 19 pandemic.

Baines Middle School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Baines Middle School will establish structures and expectations for teams to plan effective instruction that incorporates blended learning strategies to ensure student achievement.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Baines Middle School will define student behavioral expectations and develop common language and processes to address student ownership of academic and behavioral success.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By May 2021, Baines Middle School will monitor student progress and make instructional adjustments through the use of student data.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community³⁰ at every school.

Performance Objective 1: Baines Middle School will prepare an advisory course plan that allows students to develop appropriate social-emotional skills supporting student ownership of learning and behavior.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: The Baines Middle School community (students, staff, parents and community members) will support health and safety protocols during the COVID 19 pandemic.

Barrington Place Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, BPE K-5 students will achieve a year's growth through strong classroom instruction targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Performance Objective 2: By June 2021, we will strengthen the Professional Learning Community System with structures and expectations for teams to meet and plan effective instruction using evidence of student learning and the formative assessment framework.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June of 2021, BPE will incorporate PBIS strategies and plans identified for two more physical areas of the school, in addition to the hallways.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: BPE will establish and implement collaborative, planning systems for teachers and students to construct learning plans³¹ and provide opportunities for feedback, student ownership of learning, and overall growth.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the PTA, BPE Climate Committee, and Wellness Committee will organize and host community, and/or staff events to boost morale, promote community involvement, recognize Profile of a Graduate attributes, and encourage health and wellness.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, BPE students will participate (virtually or face to face) in SEL based lessons with the school counselor in conjunction with the classroom teachers and paraprofessionals to learn more about care, respect, safety and inclusion.

Blue Ridge Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Blue Ridge students will have access to highly effective teachers that are engaging, collaborative, reflective, and life-long learners that will incorporate instructional practices that promote student ownership of learning.

Performance Objective 2: Systemically address the math instructional model with a detailed focus on guided instruction and learning experiences that solidify concrete, representational and abstract thinking and understanding to make meaningful mathematical connections.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: During the 2020-2021 school year, Blue Ridge Elementary will create and sustain a culture of respect and accountability of social and academic interactions that is positive in nature. These interactions are foundational upon the attributes of the Profile of a Graduate. We will establish a culture that intentionally supports positive relationships and celebrates risk-taking and self-efficacy within a safe and inclusive environment for students and staff.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Students will be accountable to and responsible for their learning and take risks to support strides in student ownership of learning.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Blue Ridge Elementary will increase campus participation in community and family involvement activities.

Performance Objective 2: Blue Ridge Elementary School will implement Social Emotional Learning opportunities to increase and improve student academic performance.

Performance Objective 3: Blue Ridge Elementary will examine the processes and program needs of our instruction, assuring alignment with the FBISD curriculum including the learning intentions, success criteria, learner experience and TEKS.

Performance Objective 4: Blue Ridge Elementary will increase community perception by developing and implementing a customer service protocol and monitoring community perception measures.

Blue Ridge Elementary Goals 2020-2021

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Blue Ridge Elementary School will embody the attributes of care, inclusion, respect, and safety. As a campus, we will focus on the attribute of care by obtaining campus partnerships that support the mission and vision of the campus and district through mentorship, volunteerism, and continued education. Within the attribute of inclusion, we will focus on supporting and sustaining an inclusive environment for all learners. Within the attribute of respect, we will create and sustain procedures and protocols to develop the whole child. Within the attribute of safety we will create systems and resources that foster safety cohesiveness.

Bowie Middle School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By May 2021, James Bowie Middle School will engage systems and processes to facilitate a safe and least restrictive learning environment that is accessible for all students.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By May 2021, students at James Bowie Middle School will achieve a year's growth through strong Tier I classroom instruction and utilizing our learning progressions with a focus on the implementation and effective use of the FBISD learning framework and formative assessments.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: James Bowie Middle School will put systems in place on campus to promote the use of PLC's for planning, intervention, and professional development in a virtual environment.

34

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By May 2021 Bowie Middle School implement a virtual behavior plan and flow chart tailored to meet the student needs for a safe and secure classroom in a virtual learning environment.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By May 2021 Bowie Middle School implement systems to create a school culture based on respect, safety, and inclusion in both a virtual and face to face learning environment .

Brazos Bend Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Students at Brazos Bend Elementary will take ownership of their behavior and learning by implementing and utilizing self and peer assessments so students have structured opportunities to give and receive feedback through online and face to face modes of learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students will achieve (a year's) growth through high quality classroom instruction ensuring alignment to FBISD Progressions of Practice targeting student ownership, communication protocols, and blended learning in both face to face and online modes of learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Brazos Bend Elementary will utilize PLC and Blended Learning Progression of Practice to monitor and support TIER Interventions in PK - 5th to improve student engagement and learning in face to face and online modes of instruction.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community³⁵ at every school.

Performance Objective 1: By June 2021, the campus will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Brazos Bend Elementary will implement and promote kindness, health, and wellness through adherence to the COVID-19 handbook addendum.

Briargate Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Briargate Elementary will adhere to the defined instructional model that ensures learning experiences are aligned to learning intentions and success criteria to ensure instructional practices result in student learning.

Summative Evaluation: None

Next Year's Recommendation: Awaiting update on 2020-2021 school year due to COVID-19.

Goal 2: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success.

Performance Objective 1: By June 2020, Briargate Elementary will have implemented and established systems, structures, and expectations for increased staff leadership.

Summative Evaluation: None

Next Year's Recommendation: Awaiting update on 2020-2021 school year due to COVID-19.

Goal 3: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school. ³⁶

Performance Objective 1: Briargate Elementary will clearly establish systems to support the use of all PLC purposes which includes planning instruction, student work analysis, assessment design, and analyzing student learning.

Summative Evaluation: None

Next Year's Recommendation: Awaiting update on 2020-2021 school year due to COVID-19.

Goal 4: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Briargate Elementary will establish procedures, routines, and student leadership opportunities that create a safe, organized learning environment that is accessible for all students.

Summative Evaluation: None

Next Year's Recommendation: Awaiting update on 2020-2021 school year due to COVID-19.

Briargate Elementary Goals 2020-2021

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, Briargate Elementary will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Burton Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to ensure alignment with the district lesson cycle implementation, teachers will participate in differentiated professional development based on campus needs.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students will achieve (a year's) growth through high quality classroom instruction assuring alignment with FBISD Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: In order to improve the effectiveness of Tier 1 instruction, teachers will consistently participate in PLCs to plan instruction, analyze student work and data, and develop plans for intervention.

38

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the campus will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Performance Objective 2: By the end of the school year, the campus will fully implement consistent 2-way communication systems and protocols with stakeholders (students, staff, parents, and community members) to increase family engagement and collaborative school/community partnerships.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Burton Elementary will implement systems to allow for conversations and activities to build awareness of care, respect, and safety.

Bush High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, George Bush High School will have implemented established systems with structures and expectations for teams to meet and plan effective instruction within the online Professional Learning Community (PLC).

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June 2021, classroom communication protocols will be implemented to provide student structured opportunities to discuss content and incorporate targeted instruction to meet identified needs of students through a tiered instructional approach.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, George Bush High School will achieve a year's growth for all students through strong Tier 1 classroom instruction targeting student ownership, provide opportunities for students to write across the curriculum, and communication protocols to provide students structured opportunities to discuss content.

39

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, students at George Bush High School will take ownership for classroom behavior standards that promote effort, achievement, and encouragement of risk taking in learning.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: The GBHS community (students, staff, parents and community members) will support health and safety protocols during the COVID 19 pandemic.

Clements High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Clements High School will enhance the quality of learning experiences by engaging all students in a modern and relevant tiered instructional approach.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Clements High School will improve the quality of learning experiences and promote student accountability through enhanced implementation of online/blended learning resources that allow for exploration, creation, and demonstration of knowledge.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Clements High School PLCs will implement protocols in one of the following areas to encourage student risk-taking and success in all courses and exams - formative assessment, analyzing student work, or selecting instructional strategies.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school. ⁴⁰

Performance Objective 1: Clements High School will raise awareness of the challenges of being a high school student by increasing the implementation of effective online and face-to-face classroom communication protocols and strategies that provide language supports and effectively engage all students.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Clements High School will provide experiences and opportunities that will allow all students to feel safe, secure, and a part of the Ranger family.

Commonwealth Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to ensure equity, classroom communication protocols will be implemented to provide structured opportunities for students to grow through discussion and engagement to learn from content related activities.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: During the 2020-2021 school year, Commonwealth Elementary will implement the Formative Assessment Framework, which is aligned to Tier 1 instructional practices and include a systematic cycle of performance reviews, student progress monitoring checkpoints, and student goal setting opportunities.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, Commonwealth Elementary will achieve a year's growth for each student through strong Tier 1 classroom instruction targeting various formative assessment modalities, providing students with authentic and engaging learning experiences.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Students at Commonwealth Elementary will take ownership of the various campus-based behavior standards that are intended to ensure safety as well as promote effort, engagement, achievement, and risk-taking in learning.

Performance Objective 2: To support the school's coordinated support initiative, all teachers at Commonwealth Elementary will incorporate social/emotional strategies and physical activity opportunities into daily lessons.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Cornerstone Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In an effort to ensure equity, Cornerstone Elementary will implement Blended Learning protocols to establish technology integration which is aligned to the learning intention and planned by the teacher with flexibility in individual or collaborative use.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: In order to achieve one year's growth for each student by June of 2021 we will establish campus expectations for use of student ownership tools within units of study and implementing a student-centered cycle of feedback that includes self and peer assessment.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: In order to achieve one year's growth for each student by June of 2021 we will establish campus expectations for identifying student learning needs and implementing a student-centered cycle of feedback that includes self and peer assessment in a virtual and face to face learning model using social distancing guidelines.

42

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Cornerstone Elementary Wellness committee will provide adult and student activities to increase the overall health and well-being of our students and staff, with a focus on emotional health.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Students at Cornerstone Elementary will develop the attributes outlined in the FBISD Profile of a Graduate by implementing student ownership of learning tools (goal setting, learning progressions, rubrics, and checklists) to promote individual responsibility in support of new health and safety protocols during the COVID 19 pandemic.

Crockett Middle School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: DCMS will improve our PLCs to enhance the analysis of data, use of varied assessments, and individual student work analysis to impact student growth.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: In order to ensure equity, classroom communication protocols will be used to identify student Point of Confusion and to promote a cycle of ongoing feedback that will enhance learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: DCMS will implement formative assessments to develop assessment ready visible learners by making instructional adjustment that are differentiated by teachers and focuses students on the next level of the learning progression to include scaffolds that support student growth.

43

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: To shift from a punitive mindset to a more restorative discipline mindset, DCMS will establish procedures that foster student ownership of behavior and lends to building the Profile of a Graduate.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: DCMS will develop an organizational culture that embraces care, commitment, and trust.

Donald Leonetti Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: DLE will achieve a year's growth for all students through strong Tier I instruction by establishing expectations and support for systematic differentiated small group instruction to meet identified needs of students both in the face to face and online settings.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Consistent implementation of Schoology in both face to face and online learning environments to differentiate, provide student choose and ownership of learning so that students demonstrate a year's growth on campus, district and state assessments.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: DLE will implement an effective Professional Learning Community system to support teachers in actively utilizing various protocols to engage students in owning and taking responsibility for their learning and progress.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁴⁴ at every school.

Performance Objective 1: DLE will implement a system of Positive Behavior Supports to address behaviors such as bully prevention and reporting so that all students understand and own their behavior by developing social emotional and life skills in a safe and secure collaborative community both in a the face to face and online settings.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Leonetti Elementary will implement and promote health and wellness activities to support the development of healthy mental and physical life skills.

Dulles Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, Dulles Elementary will achieve a year's growth for all students through strong Tier One classroom instruction by way of data driven instructional strategies, to provide students intentional and highly structured opportunities to achieve academically.

Performance Objective 2: In order to achieve a year's growth for each student by June of 2021, we will establish a productive Professional Learning Community system, through the use of Impact Team strategies/FBISD PLC Progression model, for teams to meet and plan effective instruction, using evidence of learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: All Dulles Elementary students in grades K-5 will take ownership of their learning by participating in the goal-setting process.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

45

Performance Objective 1: In order to ensure equity, communication protocols will be implemented to provide structured opportunities for students to discuss and engage in content, incorporating higher order thinking questioning and strategies that stretch all students at their level of learning.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June of 2021, Dulles Elementary will have established procedures and defined classroom culture to assist with student ownership of behavior through school-wide PBIS expectations, the alignment of grade level behavior plans, and establishing social contracts in each classroom.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, Dulles Elementary will cultivate a learning-environment that will lend way to enhanced opportunities for collaborative, efficient, and effective learning communities for teachers and students by way of school culture and social-emotional building activities.

Dulles High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, Dulles High School will utilize communication protocols to engage learners face to face and online in an equitable way.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: All Dulles High School students will achieve growth through high quality instructional practices that promote student ownership of learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, Dulles high School will utilize high yield instructional strategies to promote higher level thinking face to face and online in an inclusive and collaborative way.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁴⁶ at every school.

Performance Objective 1: By June 2021, Dulles High School will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By 2021, Dulles High School will implement communication protocols and strategies for all stakeholders to embrace care, respect, safety and inclusion.

Early Literacy Center (RME) Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, The Ridgemont ELC will achieve a year's growth for all students through strong Tier One classroom instruction and incorporate formative assessments during instruction in the classroom.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: The Early Literacy Center co-teachers will structure their learning environment, utilizing the appropriate co-teach models, learning progression rubrics, and student goal setting to align with student individual needs.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By 2021, the Early Literacy Center will take proactive steps in ensuring adequate programming and flexible instructional models to meet students academic and social-emotional needs.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁴⁷ at every school.

Performance Objective 1: By 2021, the Early Literacy Center will implement diverse inclusion and behavioral support models in efforts to facilitate a safe, welcoming atmosphere that promotes student ownership, encourages risk taking, and elicits community involvement in the learning environment.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Holley Elementary will encourage collaboration and risk free environment among teachers and other staff members.

Performance Objective 2: The Ridgemont Early Literacy center will have procedures in place to ensure the safety of all staff members and students.

Elkins High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Strengthen Profession Learning Communities with set meeting times and structures to allow for effective planning to improve instruction to achieve a year of growth for each student.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Continue to utilize feedback from the PBIS team to create a safe learning environment where all students can model being a compassionate citizen which will result in positive behavior, student ownership and academic progress.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Students participate in an inclusive, collaborative and student-centered learning that supports student ownership of learning and a positive and collaborative culture.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school. ⁴⁸

Performance Objective 1: Establish campus expectations and protocols tied to educating the whole child through emotional, mental, physical and academic strategies

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Create teams and systems to ensure organizational culture is reflected with consistent 2-way communication

Ferndell Henry Center For Learning Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to ensure equity, classroom communication protocols will be implemented to provide structured opportunities for students to discuss and engage in targeted content instruction to meet identified needs of students through a tiered instructional approach.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June 2021, Ferndell Henry CL will ensure our students are meeting or exceeding a year's worth of growth as demonstrated on pre-writing and post-writing assessments administered to students while in the program, using diagnostic, formative, summative, and programmatic assessments to support individual student progress monitoring.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Ferndell Henry Center for Learning will implement PLC protocols focused on planning of initial instruction with established exemplars for student responses.

49

Performance Objective 2: By June 2021, Ferndell Henry Center for Learning will increase parental involvement and improve communication efforts to ensure parents of students assigned to our program attend orientation and are knowledgeable of the program requirements.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Ferndell Henry CL will establish procedures and define classroom culture to assist with student ownership of learning and behavior.

Performance Objective 2: By June 2021, Ferndell Henry , will increase student activities to encourage health and wellness.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Ferndell Henry CL will campus wide initiatives to include the ADL's No place for Hate, Character Cornerstone Presentations, and Wellness Wednesdays Mental Health Student Check-ins to promote Fort Bend ISD' s Profile of a Graduate attribute of a compassionate citizen and foster a school culture that embraces care, respect, safety, and inclusion.

First Colony Middle School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By May 2021, First Colony Middle School will provide a better understanding of the social and emotional needs of Gifted and Talented students through professional development.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By May 2021, First Colony Middle School will achieve a year's growth through job embedded professional learning for teachers as provided by various staff members.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By May 2021, First Colony Middle School will monitor student progress and make instructional adjustments through the use of student data.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁵⁰ at every school.

Performance Objective 1: In order to support each student's social and emotional wellness, students at FCMS will take ownership of classroom behavior standards that promote effort, achievement, and encourage risk taking in learning.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: First Colony Middle School community (students, staff, parents and community members) will support health and safety protocols during the COVID 19 pandemic.

Fleming Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, AFE will increase student achievement by 40% in Reading, and 30% in Math and Science.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: AFE will establish behavior supports through implementing classroom management systems, student ownership of learning, and positive behavior systems allowing for students will develop into responsible and autonomous learners in a student-centered classroom.

Goal 3: Fort Bend ISD will provide an inclusive and collaborative campus environment with opportunities for parent and community involvement.

Performance Objective 1: AFE will increase the quality of communication to parents and the community.

Goal 4: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion to build strong academic and social/emotional foundations.

Performance Objective 1: By June 2021, AFE students will demonstrate age-appropriate skills in managing their emotional and mental health,⁵¹ learning positive coping mechanisms, and increase their formal and informal support systems.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, AFE will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Fort Settlement Middle School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to ensure equity, Fort Settlement Middle School classroom teachers will implement communication protocols to provide structured opportunities for students at all levels and in all programs to discuss and engage in content, incorporating targeted instruction to meet identified needs of students through a tiered instructional approach.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Fort Settlement students will take ownership of classroom behavior standards that promote effort, achievement, and risk taking in learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Fort Settlement Middle School will continue campus blended learning expectations and online learning expectations tied to the use of evidence of student work to drive instructional planning.

52

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Throughout the 2020-2021 school year, teachers at Fort Settlement Middle School will implement the formative assessment framework having students practice self and peer assessment, goal setting, and revision.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By May 2021 Fort Settlement Middle School will establish procedures that foster the attributes to building the Profile of a Graduate in all students.

Garcia Middle School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: GMS will strengthen Professional Learning Community practices to continue growth on the FBISD progression of practice.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: GMS will develop students' ownership of learning through goal setting, reflection and progress monitoring.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: GMS will implement language supports to encourage all students to engage in academic conversations.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

53

Performance Objective 1: GMS will implement focused collaborative activities to develop students' social-emotional, academic, literacy, language and/or life skills.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: GMS will develop lessons and expectations that teach staff and students how to contribute to our positive culture.

Glover Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to achieve a year's growth for each student by June 2021 we will establish a productive PLC system with structures and expectations for teams to meet and plan effective instruction using evidence of learning.

Summative Evaluation: None

Next Year's Recommendation: We will continue to maintain the productive PLC system with structures and expectations for teams to plan effective instruction.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By 2021 EGE will implement the formative assessment framework to include a cycle of performance review, self/peer assessments, student progress monitoring and goal setting.

Summative Evaluation: None

Next Year's Recommendation: Continue implementation of formative assessment framework.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success. 54

Performance Objective 1: By June 2021 EGE will improve Tier I instruction by leveraging technology resources to create virtual opportunities for students to demonstrate understanding of content, personalize learning, make connections and think critically.

Summative Evaluation: None

Next Year's Recommendation: The use of technology and the blended learning model will continue.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: During the 2020-2021 school year Glover will increase opportunities and participation in clubs/organizations that promote the attributes of the Fort Bend ISD Profile of a Graduate.

Summative Evaluation: None

Next Year's Recommendation: A variety of clubs/organizations will be available or student participation.

Glover Elementary Goals 2020-2021

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By the end of the 2020-2021 school year, EGE will fully implement a consistent 2-way communication system with stakeholders (students, staff, parents, and community members) to increase family engagement and collaborative school/community partnerships.

Goodman Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Goodman Elementary will implement a system to support the use of Professional Learning Communities in the area of planning instruction, interventions, student work analysis, adult learning (PDs), and formative assessment design to increase students reading on or above level and to increase math proficiency.

Performance Objective 2: By June of 2021, Goodman will implement the blended learning framework and 5E model to improve technology and science performance for all students.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June 2021, Goodman will implement a framework of student ownership to by implementing systems for students to track and analyze academic and behavioral data and goals.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

56

Performance Objective 1: By June of 2021 Goodman will implement student centered extra curricular activities for to promote school connectedness and impact student attendance.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Goodman Elementary will provide collaborative opportunities for all staff, students, and parents to improve overall student success.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Goodman Elementary will establish committees to implement strategies to address care, respect, safety, and inclusion for staff, students, and parents.

Heritage Rose Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: HRE teachers will improve instructional practices with an emphasis on small group teaching and alignment with the appropriate instructional model, based on subject taught.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: HRE students will practice and become adept at visible learning strategies.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: The staff at HRE will increase fidelity and effectiveness of Responsive Intervention and Enrichment during daily intervention time.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: HRE will Increase parental involvement, engagement, and participation in campus activities and student learning.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: HRE will improve SST process, relying on Ren 360 as first layer of universal screener, with teacher and specialist input as additional layer. Streamline processes, including increased fidelity of student data collection.

Highlands Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By May 2021, Highlands will implement the PLC protocols and systems. Protocols will focus on the planning of initial instruction that ensure all students show evidence of at least one year's growth.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By May 2021, Highlands Elementary will establish procedures and routines to ensure student ownership of learning addresses protocols that encourage all students academic conversations.

Performance Objective 2: 1) Students and teachers will work together to create goals for their SLO, Student Learning Objective, and continue to work collaboratively to achieve their goals.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school. ⁵⁸

Performance Objective 1: By May 2021, Blended Learning will be aligned to the learning intention and the teacher will plan for individual and collaboration to support asynchronous and synchronous instruction.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Students will show that they feel Highlands Elementary is a happy, safe & comfortable learning environment.

Performance Objective 2: Students will learn about different races, understand that racial injustice is still happening in our society, and ways to help the cause of racial equality. After a "No Place for Hate" school-wide event, students will identify positive ways to make changes and promote racial equality.

Performance Objective 3: In addition to Career Day, 2 activities and guidance lessons will be provided to students to explore career and college readiness.

Highlands Elementary Goals 2020-2021

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Students will show that they feel Highlands Elementary is a happy, safe & comfortable learning environment. Face to Face safety protocols will be implemented.

Hodges Bend Middle School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Hodges Bend will monitor PLC systems and establish expectations to improve implementation of the various PLC protocols.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students at Hodges Bend will take ownership of classroom behavior standards that promote effort, achievement, and encourage risk taking in learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Hodges Bend will establish classroom communication protocols, provide language supports that encourage all students to effectively engage in academic conversations.

60

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: We will focus on the development of student leaders using organizational and leadership skills to increasing exposure to enriching activities that will result in improved campus culture.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: At Hodges Bend we are committed to build a climate that promotes trust, respect and inclusion students, teachers, staff, and parents.

Holley Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, Holley will achieve a year's growth for all students through strong Tier One classroom instruction and incorporate blended learning techniques in the classroom.

Performance Objective 2: As a Blended Learning campus, Holley teachers will provide instruction that allows students, including all populations to use technology to construct knowledge and access online resources to complete tasks, build understanding and/or make real world connections using synchronous and asynchronous learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Holley teachers will plan and implement student driven formative assessments through self assessment, peer to peer and/or teacher to student feedback, goal setting, and revisions.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

61

Performance Objective 1: Holley Elementary will encourage collaboration and risk-taking in our students by developing student leaders.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Holley Elementary will establish procedures and define classroom culture to assist students ownership of behavior in the classroom and support teachers with implementation of practices.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Holley Elementary will encourage collaboration and risk free environment among teachers and other staff members.

Performance Objective 2: Holley Elementary will have procedures in place to ensure the safety of all staff members and students.

Hunters Glen Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Hunters Glen will provide an equitable learning system that would provide instructional support to our teaching staff that would impact TIER 1 instruction while also targeting strategic intervention strategies to close the learning gap and challenge our students.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Hunters Glen will create a student ownership of learning system that focuses on students self-reflecting, providing feedback, and monitoring their progress that would foster student success.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Hunters Glen will create a safe learning environment system where students exhibit a high sense of self-efficacy that allow risk-taking, growth mindset strategies and profile of a graduate traits that will allow students to become productive citizens.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁶² at every school.

Performance Objective 1: Hunters Glen will establish a social and academic environmental system that would yield solid relationships through collaboration while establishing rigorous and relevant lessons that will foster student social emotional and academic success.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Hunters Glen will strategically focus on our parental and school connection system to ensure parents feel a part of our learning environment and could actively engage in students' learning.

James C. Neill Elementary School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to ensure equity, campus communication protocols will be implemented to allow students to communicate their academic needs to further their growth along the learning progressions.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students at JNE will show responsibility by taking ownership of campus wide behavior standards to promote effort, achievement, and encouragement of risk taking in learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success.

Performance Objective 1: Neill Elementary will implement a master schedule that prioritizes time for teachers to participate in job-embedded learning that aligns instructional strategies across grade levels and teams to ensure student progress. 63

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Neill Elementary will follow defined instructional models to allow students to participate in learning experiences that foster student ownership and overall growth.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By May 2021 JNE will establish procedures that foster the attributes to building the Profile of a Graduate in all students.

James Reese Career & Technical Center Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, James Reese Career and Technical Center program staff will write, revise, and finalize CTE curriculum for Reese Center courses, resulting in improved teacher understanding of content objectives and planning for student learning.

Performance Objective 2: By June 2021, James Reese Career and Technical Center will recruit and retain a student population for 2021-2022 which reflects campus populations proportionally.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June 2021, students will achieve a year's worth of growth through quality classroom instruction, targeting student ownership of learning.

Performance Objective 2: By June 2021, 90% of all students who have taken industry certification exams will have passed/received the industry certification.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, James Reese Career and Technical Center will effectively implement expectations, systems and protocols for professional learning communities.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, James Reese Career and Technical Center will create a safe and positive school culture in which students take ownership of their own behavior.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, James Reese Career and Technical Center will establish practices that foster growth for each of the attributes of the Profile of the Graduate.

Jones Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Jones Elementary will continue refining the systems to support the use of PLCs in the area of planning instruction, student work analysis, adult learning (PDs), and assessment design.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: E.A. Jones will implement and establish PLC's , Professional Development, classroom and instructional arrangements, and campus leadership support to improve Tier 1 and small group instruction.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: In order to ensure equity, classroom communication protocols will be implemented to provide structured opportunities for students in face to face and online learning models to discuss and engage in content, incorporating targeted instruction to meet identified needs of students through the use of TIL- Texas Instructional Leadership protocols.

65

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: For the 2020-2021 academic school year Jones Elementary will consistently and with fidelity continue to utilize the PBIS - PRIDE behavior and expectation system in order to ensure and promote a positive, safe and secure environment for all students, staff, parents, and community.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, the campus will fully implement coordinated support initiatives that provide students and parents strategies to effectively engage in a face to face or online learning model.

Performance Objective 2: By the end of the school year, the campus will fully implement consistent 2-way communication systems and protocols with stakeholders (students, staff, parents, and community members) to increase family engagement and collaborative school/community partnerships.

Jordan Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: BJE will achieve a year's growth for all students through strong Tier 1 instruction by establishing expectations for differentiated small group instruction to meet identified needs of face to face and online students.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: BJE will implement a system to support the use of PLC's in the area of planning instruction, student work analysis, professional development, and assessment design.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, BJE will achieve a year's growth for all students through strong Tier 1 classroom instruction targeting various assessment modalities, providing students with authentic and engaging learning experiences.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁶⁶ at every school.

Performance Objective 1: BJE will use PBIS to maintain and implement school-wide procedures, routines and define classroom culture to assist with behavior management.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, BJE students will participate (virtually/face to face) in SEL based lessons with the school counselor in conjunction with the classroom teachers to learn more about care, respect, safety (Covid -19 safety protocols) and inclusion.

Kempner High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Kempner High School will establish procedures and routines to create a safe, organized learning environment that is accessible for all students.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Kempner High School will establish classroom communication protocols that will promote a cycle of ongoing feedback, including both self and peer assessment.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Kempner High School will ensure that classroom communication protocols provide language supports that encourage all students to effectively engage in academic conversations.

67

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Kempner High School will ensure that technology integration is aligned to the learning intention and planned by the teacher with flexibility in individual or collaborative use.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Kempner High School will ensure that leaders and teachers understand the role that short or long-term trauma may play in learning difficulties and/or negative behaviors.

Lake Olympia Middle School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Teachers will implement FBISD curriculum with fidelity for face to face learning and virtual. Progress will be monitored through PLC meetings.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: The teacher supports instruction aligned with pacing and DOK to facilitate student learning of content.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Increase the representation of students enrolled in Gifted and Talented classes.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

68

Performance Objective 1: Establish systems and expectations that produce student achievement.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Establish systems and expectations that produce student behavior.

Lakeview Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Instruction

By June 2021, students will achieve (a year's) growth through high quality classroom instruction assuring alignment with FBISD Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students will achieve growth through high quality classroom instruction assuring alignment with FBISD's Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

69

Performance Objective 1: As a combined campus this year, we will develop systems to support an inclusive environment while joining LVE and SME on the same campus this year.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the campus will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.
Community, Communication, and Support

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, the campus will implement effective online and face-to-face classroom communication protocols and strategies that provide learning supports and effective engagement tools for all learners.

Lantern Lane Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: During the 2020-2021 academic school year, we will strengthen our academic instructional programs to provide an equitable learning environment for all students for both our Online Learning Instructional Model and our Face to Face Learning Instructional Model that would create a system of risk-taking that encourages goal setting, student choice and voice in the tools needed to monitor and continue their progress.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Lantern Lane will intentionally focus on TIER 1 instructional practices that develop student ownership of learning and behavior through creating a system of self and peer assessments along with student initiated and lead academic conversations eliciting feedback.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: LLE will increase the use of technology and blended learning in the classroom through two learning models that will foster student academic learning success in their content areas for the 2020-2021 school year.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: During the 2020-2021 school year, campus members will establish relationships with students, staff members, community and parents that will assist with supporting achievement in behavior, literacy, and social settings as well as foster a positive supportive campus climate and culture. Additional resources from Office Depot and Brooks Duplicator to build relationship from home and school in order to increase student success of their own learning.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Leaders and teachers model established procedures and routines which create a safe, organized learning environment that is accessible for all students.

Lexington Creek Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Students will achieve (a year's) growth through high-quality classroom instruction ensuring alignment to FBISD Progressions of Practice targeting student ownership and communication protocols.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students will achieve (a year's) growth through high quality classroom instruction assuring alignment with FBISD Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By the end of the 2020-2021 school year, campus staff will implement at least one initiative per nine weeks to increase student well-being and connectedness in both the online and face-to-face learning environments.

71

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the campus will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: At Lexington Creek, we will increase our awareness about different cultures and races and how it may impact instruction and student learning.

Madden Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to promote student ownership of learning, Madden Elementary will implement and utilize self and peer assessments so students have structured opportunities to give and receive feedback.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students at Madden Elementary will take ownership of their behavior and learning by actively participating in all classroom activities, utilizing self and peer assessment opportunities, and listening to and utilizing feedback provided to them by their teachers and peers.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Madden Elementary will utilize the PLC Progression of Practice in order to focus on teacher efficacy and ownership of the PLC process.

72

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Madden Elementary will implement intervention and enrichment activities in all K - 5 classrooms that promote differentiation, focus on literacy and language, and enhance collaboration and student engagement.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Madden Elementary will promote student ownership of behavior and character in order to create an environment that promotes respect and inclusion.

Malala Yousafzai Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Students will achieve (a year's) growth through high quality classroom instruction assuring alignment with FBISD Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students will achieve (a year's) growth through high quality classroom instruction ensuring alignment to FBISD Progressions of Practice targeting student ownership and communication protocols (with a focus on feedback).

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By the end of the school year, the campus will fully implement consistent 2-way communication systems and protocols with stakeholders (students, staff, parents, and community members) to increase family engagement and collaborative school/community partnerships.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the campus will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Staff will achieve growth in Cultural Competence through the following steps: 1. Awaken and Assess, 2. Apply and Act, 3. Analyze and Align, 4. Advocate and Lead (Based on the book Cultural Competence NOW by Dr. Vernita Mayfield).

Marshall High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, Marshall High School will maintain systems, protocols and expectations to meet, analyze and discuss data, and plan instruction, which will result in at least one year of growth by all students.

Performance Objective 2: Using formative assessments, Marshall High School will evaluate students' mastery and address misconceptions, as well as analyze exemplars in order to provide appropriate instruction, resulting in an increase in overall student achievement.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Marshall High School will define and establish campus and student attendance expectations that will further student ownership of learning and positively impact academic goals.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, Marshall High School will maintain systems, protocols and expectations to meet, analyze and discuss⁷⁴ data, and plan instruction, which will result in at least one year of growth by all students.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Marshall High School will create a positive school culture by increasing opportunities for development and community engagement to effectively address the needs of students, staff, and stakeholders.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Marshall High School will create a positive school culture by increasing opportunities for development and community engagement to effectively address the needs of students, staff, and stakeholders.

Meadows Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: During the 2020-2021 school year, systems will be utilized at Meadows Elementary to maintain sound structures and expectations for team planning during weekly PLC meetings in order to create a cohesive cycle of improvement in teacher delivery of Tier I instruction in the online and virtual classrooms.

HB3 Goal

Summative Evaluation: None

Next Year's Recommendation: None

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: During the 2020-2021 school year, teachers will engage in the formative assessment framework to develop lessons to include self and peer assessments, goal setting, and revision.

HB3 Goal

75

Summative Evaluation: None

Next Year's Recommendation: None

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: In order to provide equity, classrooms at Meadows Elementary will create classroom communication protocols that provide rich language supports (visual, sentence stems, purposeful talk) that encourage all students to effectively engage in academic conversations.

HB3 Goal

Summative Evaluation: None

Next Year's Recommendation: None

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Students will develop self-awareness and self-management skills to achieve academic and individual success.

Meadows Elementary Goals 2020-2021

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Meadows Elementary staff will cultivate authentic relationships, by valuing the cultural differences of others within the school community, and instituting culturally responsive teaching practices in the classrooms.

Mission Bend Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to achieve a year's growth for each student by June 2021, we will establish a productive Professional Learning Community system with structures and expectations for teams to meet and plan effective instruction using evidence of learning.

Performance Objective 2: By June 2021, Mission Bend Elementary will strive to achieve a years growth for all students through tier 1 classroom instruction targeting student ownership and communication protocols to provide student structured opportunities to discuss content, although students are significantly impacted by a global pandemic.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Mission Bend will utilize the PBIS system and protocols in order to ensure a positive, safe and secure environment for all students, staff and community.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success.

Performance Objective 1: Mission Bend Elementary will establish procedures and define classroom culture to assist with ownership of student⁷⁷ behavior practices to promote risk taking in learning.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June of 2021, Mission Bend will strive to further positive parent relationships by focusing on creating a variety of engagements, collaboration, and volunteer opportunities, although serving in a global pandemic.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By May 2021 MBE will establish procedures that foster the attributes to building the Profile of a Graduate in all students.

Mission Glen Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By May 2021 Mission Glen will establish procedures, classroom communication protocols, and structured opportunities to meet identified needs of students through a tiered instructional approach.

Performance Objective 2: We will continue to work towards closing the achievement gap for all students by using data to monitor our students.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Mission Glen will establish PLC's to support teacher use of student ownership tools to implement in planning and instruction.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Mission Glen will establish PLC protocols for use of formative assessment in planning and monitoring instruction. 78

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: MGE will increase the number of stakeholders involved in the decision-making process.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By May 2021 Mission Glen will establish procedures that foster the attributes to building the Profile of a Graduate in all students.

Missouri City Middle School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By May 2021, MCMS core teachers will implement two or more blended learning lessons per instructional unit supported by adult learning (professional development) that incorporates student accessibility to curriculum, engagement, enrichment, collaboration and intervention opportunities for Tier 1 instruction for all students.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By May 2021, MCMS will impact growth rate in all content areas by using targeted instructional practices, feedback, and flexible grouping methods.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success.

Performance Objective 1: MCMS will implement a system to support the use of PLC protocols in the area of planning instruction, student work analysis, adult learning (professional development), and assessment design.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁷⁹ at every school.

Performance Objective 1: By May 2021, MCMS students will participate in leadership activities that will support development of the attributes in the Profile of a Graduate, increased opportunities for student involvement in clubs/organizations, and establish the use of restorative practices and professional development for staff and students that foster a growth mindset.

Performance Objective 2: By May 2021, MCMS will have opportunities for family engagement events to increase health, wellness, and safety awareness through parent engagement and collaboration that fosters a culture of partnership and support.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By May 2021, all staff will be trained in social-emotional needs, self-care, health and safety building compassionate relationships for past trauma due to impact of COVID-19.

Oakland Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Oakland Elementary will implement and monitor highly effective Tier 1 instruction and strategies focused on the defined instructional model ensuring that learning experiences align to DOK, Learning Intentions, and Success Criteria in order to develop student ownership of learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Oakland Elementary will establish procedures and routines, both online and face to face, that create a safe, organized learning environment accessible for all students through implementation of online and/or classroom communication protocols which provide language supports that encourage all students to effectively engage on a daily basis.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Oakland Elementary will establish campus expectations for PLC planning and implementation of online and face to face classroom communication protocols, language supports and learning scaffolds.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: Oakland Elementary will implement and monitor Class Dojo and CHAMPS, both online and in face to face classrooms, as systems of behavior support to meet the social emotional needs of our students in a safe and secure, collaborative community.

Performance Objective 2: Oakland will support the schools coordinated support initiative by all teachers incorporating social, emotional strategies to develop students physical and mental wellness, academics, language and life skills, in a safe and secure collaborative environment both in online and face to face environments.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Oakland will provide a culture that practices safety, inclusion, compassion and respect for all students, staff, and community members. Oakland will foster a culture of inclusion across all areas of our school and will not discriminate on the basis of age, gender, disability, race, color, religion, gender identity or expression.

Oyster Creek Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to decrease the percent of students in the urgent intervention and intervention categories on the Ren 360 reading assessment by June 2021, we will establish instructional practices that develop student ownership of learning by incorporating identified learner supports and goal setting.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: In order to decrease the percent of students in the urgent intervention and intervention categories on the Ren 360 math assessment by June 2021, we will establish instructional practices that develop student ownership of learning by incorporating identified learner supports and goal setting.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Oyster Creek Elementary will increase communication protocols with parents to ensure all stakeholders understand the impact of attendance on student achievement.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By May 2021, Oyster Creek Elementary will facilitate a school climate that will allow for all to feel respected; and that allows for fair enforcement of discipline by providing opportunities for student and staff development, and implementing systems for resolving conflicts.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Oyster Creek Elementary will increase the use of instructional technology tools in the virtual and face to face instructional settings.

Palmer Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Students will achieve a year's growth through high-quality classroom instruction assuring alignment with FBISD Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students will achieve growth through high quality instructional practices that develop student ownership of learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, the campus will implement effective online and face-to-face classroom communication protocols and strategies that provide language supports and effective engagement tools for all learners to promote risk-taking, positive collaboration, and encourage each other's efforts and achievements

82

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the campus will implement coordinated support initiatives to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By the end of the school year, the campus will implement consistent 2-way communication systems and protocols with stakeholders (students, staff, parents, and community members) to increase family engagement and collaborative school/community partnerships.

Parks Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: RPE will strengthen the Professional Learning Community as a system for reviewing data to plan instruction, practice and refine the use of identified strategies to support learning, evaluate and analyze student work for specific planning of reteach, analysis of student work to plan feedback and reteach, job embedded professional learning, and backward design assessments with a specific focus of student increased reading and math skills in both a face to face learning model and synchronous and asynchronous learning.

HB3 Goal

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: RPE will implement a system to assure students are setting long and short term goals with a focus academic and behavior growth.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: RPE will develop a system to support general education teachers and special education teachers to engage in collaborative planning of Tier I instruction, engaging in weekly PLCs, planning together as a team, and implementing effective strategies with a purpose for improving student growth in reading and writing.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: RPE will refine and implement the responsive intervention, RI, system to support the growth of students in math, reading, and social-emotional well-being of all students both face to face and online learning.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: RPE will continue to collaboratively develop systems as a campus while also developing leadership capacity and allowing teacher and staff voice in the process.

Pecan Grove Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, PGE students will achieve at least a year's growth, by students using effective classroom communication and peer collaboration and engagement in instruction, including blended learning instruction features - chat, schoology posts, uploads and responding back to teacher and peer in the format.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June 2021, all teachers at PGE will implement the defined instructional model for each content area.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, all students would have had equal access to the curriculum in Schoology with consistent implementation of blended learning opportunities options to grow from their current level of knowledge. 84

Performance Objective 2: By June 2021, all students would have had equal access to the curriculum in Schoology with options to grow from their current level of knowledge.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: PGE will utilize the PBIS system and protocols in order to ensure a positive, safe and secure environment for all students, staff and community.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: PGE will respect, support and celebrate all perspectives, cultures and diverse backgrounds with the students, staff and community F2F, online and in the blended model of learning. PGE will utilize the PBIS protocols in a manner in which all students are treated fairly and equal.

Progressive High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, students will achieve (a year's) growth through high quality classroom instruction assuring alignment with FBISD Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students will achieve growth through high quality instructional practices that develop student ownership of learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, the campus will implement effective online and face-to-face classroom communication protocols and strategies that provide language supports and effective engagement tools for all learners.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁸⁵ at every school.

Performance Objective 1: By June 2021, the campus will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: The Progressive High School community (students, staff, parents and community members) will support health and safety protocols during the COVID 19 pandemic

Ridge Point High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, students will achieve (a year's) growth through high quality classroom instruction assuring alignment with FBISD Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Performance Objective 2: High quality engaging lessons will be created that incorporate AVID WICOR strategies.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June 2021, the campus will implement effective online and face-to-face classroom communication protocols and strategies that provide learning supports and effective engagement tools for all learners.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the campus will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: The Ridge Point High School community (students, staff, parents and community members) will support health and safety protocols during the COVID 19 pandemic.

Ridgegate Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to FBISD curriculum.

Performance Objective 1: RGE will initiate actions towards establishing a rigorous student based Formative Assessment continuum that tightly aligns with instructional practices and includes a cycle of performance review, student progress monitoring and student goal setting in an scaffold progression that supports student learning.

Summative Evaluation: None

Next Year's Recommendation: A continuance and a modification of approach and strategy will occur due to pandemic.

Performance Objective 2: RGE will provide various virtual learning experiences through academic programs and virtual field trips that will allow students to connect their learning, build background knowledge and support academic learning.

Summative Evaluation: None

Next Year's Recommendation: A continuance and a modification of approach and strategy will occur due to pandemic.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

87

Performance Objective 1: By May 2021, Ridgegate will establish a positive growth mind-set by implementing virtual individualized student data trackers to promote student ownership of their learning and foster communication regarding their progress.

Summative Evaluation: None

Next Year's Recommendation: A continuance and a modification of approach and strategy will occur due to pandemic.

Performance Objective 2: RGE will initiate actions towards strengthening our PLC systems utilizing various PLC protocols that will consistently provide systems that (1) identify strengths and weaknesses of students and (2) create instructional Tier 1 action plans to address those strengths and weaknesses.

Summative Evaluation: None

Next Year's Recommendation: A continuance and a modification of approach and strategy will occur due to pandemic.

Performance Objective 3: RGE will provide various virtual learning experiences in which students are able to document and/or record their learning. Students are also able to monitor and track their learning.

Summative Evaluation: None

Next Year's Recommendation: A continuance and a modification of approach and strategy will occur due to pandemic.

Ridgegate Elementary Goals 2020-2021

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success.

Performance Objective 1: By May 2021, Ridgegate Elementary will ensure that all students will have access to high quality instruction by implementing the SIOP strategies along with strong and effective communication plans. This ensures all students are engaged in guided discourse about how to best support them.

Performance Objective 2: RGE will provide various virtual learning experiences which will create a fluid learning environment for students to collaborate, take risks, and have successes.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

88

Performance Objective 1: RGE will create a system that supports the SEL of students and provides them with the tools to drive their behavior and become self accountable for their decision making process

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By May 2021 RGE will establish procedures that foster the attributes to building the Profile of a Graduate in all students.

Ridgemont Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to achieve a years' growth for all students by June 1, 2021, Ridgemont will ensure there are structures in place that allow teachers serving diverse student sub-populations to collaborate in PLCs to ensure optimal learning for all students.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: In order to achieve a years' growth for all students by June 1, 2021, Ridgemont will establish systems to support and further implementation of varied formative assessment modalities that includes multiple choice and open-ended questioning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: In order to achieve a years' growth for all students by June 1, 2021, the Ridgemont staff will engage in practices to refine and ensure the progression of Professional Learning Community (PLC) protocols with a focus on delivering strong classroom Tier I instruction.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁸⁹ at every school.

Performance Objective 1: In order to achieve a years' growth for all students by June 1, 2021, Ridgemont will establish procedures and define classroom culture to assist with student ownership of learning and behavior. Parents will be a key stakeholder in this performance objective.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Beginning August 3, 2020, Ridgemont will ensure there are structures in place that provide all persons entering the campus a safe environment while observing or serving all students.

Scanlan Oaks Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: Scanlan Oaks staff will consistently utilize technology within both learning models (face-to-face and online) to ensure activities/assignments are equitable for all students.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Scanlan Oaks staff will continue to develop additional skills/strategies to implement and increase student ownership of learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Scanlan Oaks K-5 teachers will implement a structured intervention plan for reading and math to ensure all students achieve academic growth.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁹⁰ at every school.

Performance Objective 1: By June 2021, Scanlan Oaks will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: The Scanlan Oaks community (students, staff, parents, and community members) will support health and safety protocols during the COVID 19 pandemic.

Schiff Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, students will achieve a year's growth through high quality classroom instruction assuring alignment with FBISD curriculum with a focus on student ownership of learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By the end of the 2020-2021 school year, we will see a decrease in our campus discipline referrals especially in regards to our special education and African American males.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By the end of the 2020-2021 school year, students will be prepared for the next grade level through rigorous instruction that reflects students taking ownership of their own learning.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community⁹¹ at every school.

Performance Objective 1: By the end of the 2020-2021 school year, the teachers and staff will have a better understanding of how the pandemic has changed our students and community in regards to academic and social/emotional needs and apply targeted intervention to support our students and families.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By the end of the 2020-2021 school year, staff and students will have a better understanding of the different cultures and needs of the students and families on our campus through training and activities done at the campus level resulting in a well rounded staff and campus culture.

Seguin Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: To ensure Juan Seguin Elementary provides an equitable environment to all students, JSES staff members will increase, reinforce, and closely monitor school/classroom procedures and routines utilizing the PBIS framework.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: To ensure students at Juan Seguin Elementary School own and are responsible for their learning, behavior, and progress, JSES will implement professional development opportunities related to the Progression of Practice of Formative Assessment framework including progress monitoring and assessment, feedback, goal setting, and revision.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: To provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success, JSES will collaborate with staff members to make improvements within the Blended Learning Model implementation. 92

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By the end of the school year, the campus will fully implement consistent 2-way communication systems and protocols with stakeholders (students, staff, parents, and community members) to increase family engagement and collaborative school/community partnerships.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: The Juan Seguin Elementary School community (students, staff, parents, and community members) will support health and safety protocols during the COVID 19 pandemic.

Settlers Way Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, Settlers Way Elementary will achieve a year's growth for all students through strong Tier One classroom instruction targeting formative assessment practices that will allow students to own their learning through structured opportunities for purposeful talk and goal setting using a variety of online tools.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June of 2021, SWE will have PBIS strategies and plans identified for both face to face and online instruction. These will include physical areas that incorporate FBISD Safety Protocols to maintain student well being. Focus will be centered around clear communication in common areas that include student and staff expectations.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: In order to achieve a year's growth for each student by June 2021, we will establish a productive Professional Learning Community System between virtual and face to face teachers that promote structures and expectations for teams to meet and plan effective instruction using evidence of student learning and formative assessment framework.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the PTA, SWE Climate Committee, and Wellness Committee will organize community, and/or staff events to boost morale, promote community involvement, recognize Profile of a Graduate attributes, and encourage health and wellness through focused virtual communication efforts.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Students at SWE will show compassion and care by demonstrating strong character by following all COVID related guidelines to keep everyone safe and healthy.

Sienna Crossing Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, Sienna Crossing will achieve a year's growth for all students through strong Tier One classroom instruction targeting student ownership and communication protocols to provide students structured opportunities to discuss content.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: In order to achieve a year's growth for each student by June 2021, we will establish a productive Professional Learning Community System with structures and expectations for teams to meet and plan effective instruction using evidence of student learning and formative assessment framework.

Performance Objective 2: By June of 2021, SCE will have PBIS strategies and plans identified for two more physical areas of the school, and/or virtual learning perspectives and procedures.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

94

Performance Objective 1: By June 2021, all GT Identified students will show growth in their GT Learning plan in place to monitor academic/behavioral growth- parents, teachers, and students will create an academic/social goal that will be monitored throughout the school year. As part of the planning process, teachers will discuss and develop learning strategies to support our Gifted and Talented Students.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the PTO, SCE Climate Committee, Counselors and Wellness Committee will organize and host at least 5 student, community, and/or staff events to boost morale, promote community involvement, recognize Profile of a Graduate attributes, and encourage health and wellness.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: SCE will implement monthly SEL lessons and objections incorporating profile of a graduate characteristics embedded directly into curriculum to create consistent common language around tolerance, respect, safety, and inclusion practices in and out of the classroom.

Sugar Mill Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, students will achieve (a year's) growth through high quality classroom instruction assuring alignment with FBISD Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Students will achieve growth through high quality classroom instruction assuring alignment with FBISD's Progressions of Practice targeting student ownership and communication protocols to provide students structured opportunities to discuss content and engage in learning.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: As a combined campus this year, we will develop systems to support an inclusive environment while joining LVE and SME on the same campus this year.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, the campus will fully implement coordinated support initiatives to provide strategies to benefit student's mental health and wellness, in a safe and secure collaborative environment both online and face-to-face.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, the campus will implement effective online and face-to-face classroom communication protocols and strategies that provide learning supports and effective engagement tools for all learners.

Sullivan Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to ensure rigorous tier one instruction of the curriculum for all students by May 2020, we will establish a productive Professional Learning Community system with structures and purposeful planning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June 2021, the campus will implement effective online and face-to-face classroom instruction as it relates to small group teaching; students will achieve at least a year's growth, by students using effective classroom communication and peer collaboration and engagement in instruction, including blended learning instruction features.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: Students will achieve (a year's) growth through high quality classroom instruction ensuring alignment to FBISD Progressions of Practice targeting student ownership, communication protocols, and blended learning in both face to face and online modes of learning

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By the end of the school year, the campus will fully implement consistent 2-way communication systems and protocols with stakeholders (students, staff, parents, and community members) to increase family engagement and collaborative school/community partnerships.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: The ASE community (students, staff, parents and community members) will support health and safety protocols during the COVID 19 pandemic.

Townewest Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: During the 2020-2021 school year, TWE will strengthen student ownership of learning and behavior by setting individual instructional goals, using PRIDE and COVID19 procedures consistently in all classrooms and allowing students the opportunity to use the procedures in a variety of ways to support their needs.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: To effectively meet the needs of all students TWE who are F2F/virtual will utilize PLCs to analyze student work to determine the requisite knowledge and skills that students have and need in order to determine subsequent steps in our Tier 1 instruction.

Performance Objective 2: We will implement instructional practices that develop student ownership in their learning during the 2020-2021 school year for the students who are F2F and virtual.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

97

Performance Objective 1: TWE will increase the use of technology and blended learning in the F2F/Virtual classrooms that will foster student learning success in various academic content areas through peer collaboration and allows for work time focused on constructing knowledge with digital citizenship criteria evident.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By the end of the 2020-2021 school year, the TWE staff will establish stronger relationships with students, staff members, community and parents that will assist with supporting growth in the areas of behavior, academics and social/emotional while fostering a positive supportive campus and virtual climate.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: TWE will allow students to participate in virtual field trips to reinforce classroom objectives and bring lessons to life. TWE school virtual field trips will give students the opportunity to visualize, experience and discuss information from real life experiences.

Travis High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to reach a year's growth for each student by June 2021, we will establish a productive Professional Learning Community system with structures and expectations for teams to meet and plan effective instruction with evidence of learning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: In order to reach a years growth for each student by June 2020, we will establish a productive Professional Learning Community system with structures and expectations for teams to identify strengths and weaknesses of students as a collective group and create an instructional action plan to address identified weaknesses within Tier 1 instruction (to ensure remediation within Tier 1).

Performance Objective 2: We will implement a structured campus discipline process that will incorporate the use of a progressive discipline guide and PBIS plan to ensure students show responsibility for adhering to and enforcing expectations resulting in a safe educational environment.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

98

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: We will continue the implementation of our social emotional learning advisory program for all students.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: We will continue the use of our Tiger Pride Points reward system for all students and staff.

Walker Station Elementary Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: In order to ensure rigorous instruction of the curriculum for all students by May 2021, we will establish a productive Professional Learning Community system with structures and purposeful planning.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: Walker Station Elementary will achieve a year's growth for all students by May 2021 through strong Tier One classroom instruction, targeting student driven action, and implementation of assessment framework to meet the needs of all students.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: In an effort to ensure equity, Walker Station will implement Blended Learning protocols to establish a learning environment that is student centered, focused on the demonstration of knowledge and feedback with collaboration expectations evident.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school. ⁹⁹

Performance Objective 1: Students at Walker Station will develop the attributes outlined in the FBISD Profile of a Graduate by increasing student ownership of learning and encouragement of risk taking.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: Students at Walker Station will model kindness through adherence to the COVID-19 handbook addendum.

Willowridge High School Goals 2020-2021

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: There will be systems in place on campus and in the virtual environment to support the use of all PLC purposes including planning instruction, student work analysis, staff professional development, and assessment design. Various online assessment tools will be implemented to assist in assessing student learning. The campus PLC protocol of backwards assessment design along with the shared district instructional models that are utilized are driven by the identified PLC purpose.

Performance Objective 2: Students will be given opportunities to participate in interventions for remediation purposes

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By targeting instructional practices that develop student ownership of learning, students will show growth in Tier 1, Tier 2 and Tier 3 instructional measures.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

100

Performance Objective 1: By June 2021, students will be provided opportunities to participate in AP, Dual Credit, SAT/ACT examinations and test prep.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school that embraces a culture of care, respect, safety, and inclusion.

Performance Objective 1: Implement PBIS/Culture strategies with fidelity.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By May 2021 WHS will establish procedures that foster the attributes to building the Profile of a Graduate in all students.

Fort Bend Independent School District

2020-2021

Community-Based Accountability System Pilot

Campus Improvement Plans

Year 2 Campuses: Colony Meadows ES, Mission West ES, Dulles MS,
Quail Valley MS, Thornton MS, Hightower HS

Year 1 Campuses: Armstrong ES, Colony Bend ES, Drabek ES, Quail
Valley ES, McAuliffe MS, Patterson ES, Sartaria MS, Sugar Land MS,
Austin HS

101



In 2017-2018, Fort Bend ISD joined with sixty other districts, as a member of the Texas Public Accountability Consortium to create a meaningful accountability system, one that allows schools to provide a thorough accounting of their efforts to outside stakeholders, take responsibility for the findings, and act appropriately to benefit students. The Community-Based Accountability System (CBAS) is a direct response to the fact that test-based accountability systems fail to inform communities in a credible way regarding the work of the school.

FBISD is in year two of the development of a Community Based Accountability pilot for campus improvement planning. FBISD campuses utilizing the CBAS CIP system signal their progress for defined Pillars and corresponding key questions as part of the comprehensive needs assessment. For CBAS campuses, the key questions represent performance objectives in their Campus Improvement Plan.

The CBAS system has 7 Pillars that represent the work of schools to produce positive student outcomes. Key Questions correspond to each Pillar and represent performance objectives for Campus Improvements Plans for CBAS pilot schools. A CBAS Design Team composed of teachers, principals, district leaders, and a Board member (Grayle James) in the 2018-19 school year, developed the Fort Bend ISD Key Questions.

Pillar 1 - Student Learning and Progress
Ensure academic success and progress for all students.
1.1 To what degree do students take responsibility for and ownership of their learning and behavior?
1.2 To what degree do schools ensure students experience success in learning?
1.3 To what degree do our students develop student smartness profiles that refine deficits and build upon strengths?
1.4 To what degree do educators provide learning experiences appropriate to student needs?
1.5 To what degree are educators equipped to support all students through learning progressions from a content, pedagogical, and sociological perspective?
1.6 To what degree do our teachers and faculty support, encourage, emulate, and move students towards the goal of EFFECTIVE COMMUNICATOR (Profile of a Graduate)?
1.7 To what degree do our teachers and faculty support, encourage, emulate, and move students towards the goal of CRITICAL THINKER (Profile of a Graduate)?

102

Pillar 2 - Student Readiness
Ensure students are well prepared for their next level of education and most notably for post-secondary success, including career readiness, college readiness, and military readiness.
2.1 To what degree are we preparing students for post-secondary success, including college, career, or military?
2.2 To what degree are we equipping students with SKILLS FOR LIFE (Profile of a Graduate)?
2.3 To what degree do students demonstrate the requisite skills necessary to approach learning in the next course, grade, or level?
2.4 To what degree do our teachers and faculty support, encourage, emulate, and move students towards the goal of SERVANT LEADER (Profile of a Graduate)?
2.5 To what degree do our teachers and faculty support, encourage, emulate, and move students towards the goal of COMPASSIONATE CITIZEN (Profile of a Graduate)?

2.6 To what degree do our teachers and faculty support, encourage, emulate, and move students towards the goal of LIFE-LONG LEARNER (Profile of a Graduate)?

Pillar 3 - Engaged, Well-Rounded Students

Engage students in a way that contributes to their overall development and future well-being.

3.1 To what degree do learning experiences engage students in meaningful and relevant work?

3.2 To what degree do students take responsibility for and exhibit ownership of their overall development and future well-being?

3.3 To what degree do our teachers and faculty support, encourage, emulate, and move students towards the goal of SKILLS FOR LIFE (Profile of a Graduate)?

3.4 To what degree do our teachers and faculty support, encourage, emulate, and move students towards the goal of COLLABORATIVE TEAM MEMBER (Profile of a Graduate)?

Pillar 4 - Community Engagement and Partnerships

Ensure that local citizens are a meaningful, integral part of a school community and can and will support their local public schools.

4.1 To what degree is there a reciprocal relationship between the community and our schools to enrich the learning experience?

4.2 To what degree are schools partnering with one another to support student learning experiences?

4.3 To what degree do students engage in community partnerships to support their own learning goals while demonstrating COMPASSION and SERVANT LEADERSHIP (Profile of a Graduate)?

103

Pillar 5 - Professional Learning and Quality Staff

Ensure that every student has quality teachers and adults in the schools that care about students, their learning, and their well-being.

5.1 To what degree does staff cultivate a love for learning among students?

5.2 To what degree are we fostering and developing a culture of learning and implementation among all staff?

5.3 To what degree do we build leaders (capacity) within the organization?

5.4 To what degree do we equip and empower our staff to meet the needs of the whole child?

5.5 To what degree does the organization attract, recruit, develop and retain high-quality staff that is highly engaged, productive, and dedicated in order to improved student outcomes?

Pillar 6 - Systems and Operations

Ensure the district is using its resources to further its mission to educate the students it is responsible for serving.

6.1 To what degree does the organization manage financial, human, physical and technological resources in a way that enables and enhances transparency, accountability, integrity, efficiency, and innovation in all operations to support improved student outcomes?

6.2 To what degree does the organization leverage various sources of evidence in a strategic, responsible way to optimize resources that can be utilized in advancing the District's goals to improve student outcomes?

6.3 To what degree does the organization promote a responsive, accessible and multi- channeled communication plan with internal and external stakeholders while delivering courteous, quality customer service to improve student outcomes?

Pillar 7 - Safety and Well-Being

Ensure students are educated in an optimal environment that is safe, secure, and conducive to learning. This includes both physical safety as well as the social emotional needs of each student.

7.1 To what degree do students and staff feel safe and secure at school?

7.2 To what degree does the school cultivate a positive culture and supportive climate?

7.3 To what degree do our schools support the physical and social-emotional needs of students?

7.4 To what degree do we develop compassionate citizens?

CBAS Campus CIP charts are shown below and evidence Key Questions where campus improvement planning will focus on a major change and/or growth towards intended outcomes. Year 2 campuses prioritize a minimum of four key questions while Year 1 campuses are encouraged to prioritize a minimum of two key questions.

Campus Name: Colony Meadows ES						
CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.1 ...do students take responsibility for and ownership of their learning and behavior?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	CME is a system capable of empowering students to take ownership in their learning and behavior.
Engaged & Well-Rounded Students	3.2 ...do students take responsibility for and exhibit ownership of their overall development and future well-being?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	CME is a system where students take responsibility for and exhibit ownership of their overall development and future well-being.
Community Engagement and Partnerships	4.1 To what degree is there a reciprocal relationship between the community and our schools to enrich the learning experience?	2, 5	4	Student Achievement and Growth	Transform/ Major Change	CME will create a system to encourage reciprocal relationships between the community and our schools to enrich the learning experience.
Safety and Well-Being	7.1 To what degree do students and staff feel safe and secure at school? To what degree are students and staff safe and secure at school?	1, 2, 3, 4, 5, 6, 7	3	Student Achievement and Growth	Transform/ Major Change	CME is a system capable of keeping our students and staff as safe and secure as possible at school.

Campus Name: Mission West ES

CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.4 ...do educators provide learning experiences appropriate to student needs?	1, 4, 7	1	Equity	Transform/ Major Change	Mission West will provide learning experiences appropriate to student needs.
Engaged, Well-Rounded Students	3.2 To what degree do students take responsibility for and exhibit ownership of their overall development and future well-being?	1	2	Student Achievement and Growth	Transform/ Major Change	Mission West students will take responsibility for and exhibit ownership of their overall development and future well-being.
Professional Learning and Quality Staff	5.2 To what degree are we fostering and developing a culture of learning and implementation among all staff?	1, 4, 7	1	Equity	Transform/ Major Change	Mission West will foster and develop a culture of learning and implementation among all staff. "
Safety and Well-Being	7.3 To what degree do our schools support the physical and social-emotional needs of students?	1, 2, 3, 4, 5, 6, 7,	3	Student Achievement and Growth	Transform/ Major Change	Mission West will support the physical and socio-emotional needs of students. 106

Campus Name: Dulles MS						
CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.1 ...do students take responsibility for and ownership of their learning and behavior?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	We are a system with the capacity for teachers to understand what student ownership is and how to put it into place effectively in classrooms.
Student Readiness	2.2 ...are we equipping students with SKILLS FOR LIFE (Profile of a Graduate)?	1	2	Student Achievement and Growth	Transform/ Major Change	We are a system where every student owns the culture of DMS and is empowered to demonstrate the traits of the Profile of a Graduate.
Student Readiness	2.3 To what degree do students demonstrate the requisite skills necessary to approach learning in the next course, grade, or level?	1, 4, 7	2	Student Achievement and Growth	Grow/ Transitional Moves	We are a system with the capacity to ensure all students have the prerequisite skills to be successful in the next step of their learning.
Engaged, Well-Rounded Students	3.1 To what degree do learning experiences engage students in meaningful and relevant work?	1, 4, 7	2	Student Achievement and Growth	Grow/ Transitional Moves	We are a system in which the PLC utilizes the PLC Planning protocol to design and implement learning experiences that are meaningful and relevant.

Campus Name: Quail Valley MS						
CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.1 ...do students take responsibility for and ownership of their learning and behavior?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	We will be a system with the capacity to promote student ownership of learning.
Engaged & Well-Rounded Students	3.1 ...do learning experiences engage students in meaningful and relevant work?	1, 4, 7	2	Student Achievement and Growth	Grow/ Transitional Moves	We will be a system with the capacity to promote student ownership of learning.
Community Engagement and Partnerships	4.1 To what degree is there a reciprocal relationship between the community and our schools to enrich the learning experience?	2, 5	4	Student Achievement and Growth	Grow/ Transitional Moves	We are a system capable of developing partnerships between our school and community organizations.
Student Readiness	7.3 To what degree do our schools support the physical and social-emotional needs of students?	1, 2, 3, 4, 5, 6, 7	3	Student Achievement and Growth	Transform/ Major Change	We will be a system with the capacity to promote student socio-emotional learning and life skills.

Campus Name: Thornton MS						
CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.1 ...do students take responsibility for and ownership of their learning and behavior?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	RTMS is a system capable of empowering students to take ownership of their learning and behavior.
Engaged & Well-Rounded Students	3.1 ...do learning experiences engage students in meaningful and relevant work?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	RTMS is a system capable of designing learning experiences that are meaningful, relevant, and engaging for our students.
Professional Learning & Quality Staff	5.3 To what degree do we build leaders (capacity) within the organization?	1, 4, 7	5	Culture	Transform/ Major Change	RTMS is a system capable of building leaders with our organization.
Safety & Well-Being of Students	7.3 ...do our schools support the physical and social- emotional needs of students?	1, 2, 3, 4, 5, 6, 7	3	Student Achievement and Growth	Transform/ Major Change	RTMS is a system capable of supporting the physical and social-emotional needs of students.

Campus Name: Hightower HS

CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.4 ...do educators provide learning experiences appropriate to student needs?	1, 4, 7	1	Equity	Transform/ Major Change	We will be a system with the capacity to engage students in meaningful and relevant work.
Student Readiness	2.4 To what degree do our teachers and faculty support, encourage, emulate, and move students towards the goal of SERVANT LEADER (Profile of a Graduate)?	2	2	Student Achievement and Growth	Transform/ Major Change	We are an organization that supports faculty, encourage, emulate, and move students towards the goal of SERVANT LEADER (Profile of a Graduate)
Engaged & Well-Rounded Students	3.1 ...do learning experiences engage students in meaningful and relevant work?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	We will be a system with the capacity to engage students in meaningful and relevant work.
Safety and Well-Being	7.3 To what degree do our schools support the physical and social-emotional needs of students?	1, 2, 3, 4, 5, 6, 7	3	Student Achievement and Growth	Transform/ Major Change	We will support the physical and social-emotional needs of HHS students.

Campus Name: Armstrong ES						
CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.4 ...do educators provide learning experiences appropriate to student needs?	1, 4, 7	1	Equity	Transform/ Major Change	We will ensure growth for all students at AE.
Engaged, Well-Rounded Students	3.2 To what degree do students take responsibility for and exhibit ownership of their overall development and future well-being?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	We will establish goal-setting systems where students set and reach goals.

Campus Name: Colony Bend ES						
CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.4 ...do educators provide learning experiences appropriate to student needs?	1, 4, 7	1	Equity	Transform/ Major Change	CBE is an organization that is capable of providing learning experiences appropriate to student needs.
Student Learning and Progress	1.5 ...are educators equipped to support all students through learning progressions from a content, pedagogical, and sociological perspective?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	CBE is an organization that ensures that educators are equipped to support all students through learning progressions from a content, pedagogical, and sociological perspective.
Engaged & Well-Rounded Students	3.1 ...do learning experiences engage students in meaningful and relevant work?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	CBE is an organization that ensures that our students have learning experiences that engage students in meaningful and relevant work.

Campus Name: Drabek ES						
CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Engaged & Well-Rounded Students	3.1 ...do learning experiences engage students in meaningful and relevant work?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	Students engaged in student-centered learning experiences through the instructional model in each content area.
Safety and Well-Being	7.3 To what degree do our schools support the physical and social-emotional needs of students?	1, 2, 3, 4, 5, 6, 7	3	Student Achievement and Growth	Transform/ Major Change	Students will progress on Profile of a Graduate Learner Characteristics rubric.

Campus Name: Quail Valley ES

CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.2 ...do schools ensure students experience success in learning?	1, 4, 7	1	Equity	Grow/ Transitional Moves	QVE is a system with the capacity to ensure students experience success in learning. "Co-construction of SC - ensure that students will be successful Classroom communication protocols promote a cycle of continuous feedback - Feedback embedded into each lesson T-S, S-S "
Student Readiness	3.2 ...do students take responsibility for and exhibit ownership of their overall development and future well-being?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	QVE is a system where students take responsibility for and exhibit ownership of their overall development and future well-being. "Students track their own progress - academic (Schoology grading) - SEL (online survey) - data binders (face to face instruction) https://teacherrebootcamp.com/2020/05/virtualcheckins/ "

Campus Name: McAuliffe MS

CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Engaged, Well-Rounded Students	3.3 To what degree do our teachers and faculty support, encourage, emulate, and move students towards the goal of SKILLS FOR LIFE (Profile of a Graduate)?	1	2	Student Achievement and Growth	Transform/ Major Change	CMMS is a system that our teacher and faculty support, encourage, emulate, and move students towards the goal of SKILLS FOR LIFE (Profile of a Graduate).
Safety and Well-Being	7.1 To what degree do students and staff feel safe and secure at school? To what degree are students and staff safe and secure at school?	1, 2, 3, 4, 5, 6, 7	3	Student Achievement and Growth	Transform/ Major Change	CMMS is a system where students and staff feel safe and secure at school and are safe and secure at school.

Campus Name: Patterson ES

CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.1 ...do students take responsibility for and ownership of their learning and behavior?	1, 4, 7	2	Student Achievement and Growth	Grow/ Transitional Moves	We will be a system with the capacity to promote student ownership of learning with the continued use of Readers Workshop Implemented with fidelity, GR Campus Learning Cadre
Engaged & Well-Rounded Students	3.1 ...do learning experiences engage students in meaningful and relevant work?	1, 4, 7	2	Student Achievement and Growth	Grow/ Transitional Moves	We will be a system with the capacity to engage students in meaningful and relevant work with Increased teacher capacity in successfully engaging students in standards based grading practices where they emphasis is centered on learning instead of grading

Campus Name: Sartartia MS

CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Engaged & Well-Rounded Students	3.1 ...do learning experiences engage students in meaningful and relevant work?	1, 4, 7,	2	Student Achievement and Growth	Transform/ Major Change	SMS is a system capable of supporting the social and emotional needs of students by engaging them in clubs and activities to positively engage them in the school environment and increase a positive culture that benefits the whole child.
Professional Learning and Quality Staff	5.2 To what degree are we fostering and developing a culture of learning and implementation among all staff?	1, 4, 7,	1	Equity	Grow/ Transitional Moves	SMS is a system capable of utilizing technology and our learning management system as a tool that encourages all students to engage in learning the content and effectively collaborating with teachers and peers

Campus Name: Sugar Land MS						
CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Student Learning and Progress	1.4 ...do educators provide learning experiences appropriate to student needs?	1, 4, 7	1	Equity	Transform/ Major Change	We are a where staff is encouraged to utilize different online opportunities focused on individual student needs.
Student Readiness	3.2 ...do students take responsibility for and exhibit ownership of their overall development and future well-being?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	We are a system where every student has the capacity to build a strong SEL ownership.

Campus Name: Austin HS

CBAS Pillar	Key Questions: TO WHAT DEGREE...	Profile of a Graduate	District Goals	District Priorities	Initial Signal/ Needs Assessment	System Response/Performance Objective
Engaged & Well-Rounded Students	3.1 ...do learning experiences engage students in meaningful and relevant work?	1, 4, 7	2	Student Achievement and Growth	Transform/ Major Change	We are a system where students engage in learning experiences that are meaningful and relevant.
Safety and Well-Being	7.1 To what degree do students and staff feel safe and secure at school? To what degree are students and staff safe and secure at school?	1, 2, 3, 4, 5, 6, 7	3	Student Achievement and Growth	Transform/ Major Change	We are a system that will ensure students feel safe and secure at school.

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
**Action: Review: 2020–21 Superintendent
Evaluation Instrument**
**References: Board Policy BJCD (Legal
and Local) Board
Governance**
**Department: Human Resources and
Organizational
Transformation**

Recommendation

Consideration and possible approval of the 2020-21 Superintendent Evaluation Instrument.

Background

A significant amount of the organization’s time and effort has been focused on redesigning learning systems and planning and implementing dual learning models due to the Coronavirus. Therefore, the proposed 2020-21 Superintendent Evaluation Instrument has been designed to primarily address the District’s response to COVID-19 in a way that honors the Goals and Objectives previously adopted by the Board. The document also reflects “signaling” language that is aligned to the Districts Community Based Accountability System.

The proposed instrument also includes the District Improvement Plan Performance Objectives for FBISD Student Achievement, a TEA compliance measure, and the FBISD Leadership Competencies.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Gwyn Touchet
Chief Human Resources and Organizational Transformation Officer

Fort Bend ISD

Superintendent Evaluation Instrument

2020-21 Summative Appraisal

The 2020-21 Superintendent Evaluation Instrument has been designed around six priorities established to guide, respond, and manage district operations, including delivery of dual learning models, during the COVID-19 outbreak. The six priorities include: Teaching and Learning, Equity and Access, Communication, Organizational Health, Change Management, and Strategic Path Forward. The instrument while not organized by Board goals and Objectives does include an alignment matrix connecting defined priorities to the Board Goals and Objectives. The Superintendent will work with the Board Vision and Planning Committee to review, develop, and align priorities for the 2021-22 school year in order to ensure a strategic path forward.



Table of Contents

Document Definitions3

FBISD Strategic Framework4

Teaching and Learning5

Equity and Access.....7

Communication8

Organizational Health9

Change Management10

Strategic Path Forward.....11

FBISD Leadership Competencies12

FBISD District Improvement Plan14

Document Definitions

FBISD Strategic Framework: Illustrates the directional system for strategic planning stemming from the Mission, Vision, Core Beliefs and Commitments.

District Goals: Defines the Board-approved District goals.

Reporting Metric & Evidence: Defines acceptable evidence towards achieving the priority.

Reporting Signals: Status update signals progress towards identified outcomes; indicates adjustments and supports that are needed. Signals include:

- On Track (●)- Strategy/strategies is on track and indicating movement towards the anticipated outcomes
- Adjusting (Δ)- Strategy/strategies is on track and indicating movement towards the anticipated outcomes; strategy/strategies and/or supports are being adjusted to ensure the anticipated outcomes are achieved
- Rethinking (○)- Anticipated outcomes are in jeopardy; adjustment to the plan and support are needed

Status updates will occur at three intervals during the 2020-21 school year and signal progress according to the timeline below.

2020-21 Status Update Signal Timeline:

First Signal	Second Signal	Summative
February	April	As of June 30

Summative Reporting:

The final summative report will include a final summative signal:

- Met-Goal-Strategy, Objective, and Metric goals were met.
- Not Met-Goal, Strategy, Objective, and Metric goals were not met.
- Continue-Goal, Strategy, Objective, and Metric goals will continue into following year.

Final Evaluation:

The final evaluation feedback for each pathway will be completed by the Board of Trustees and based on the ratings shown in the chart below.

Evaluation Feedback:

<input type="checkbox"/> Exceptional	<input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement
<i>Performance exceeds expectations</i>	<i>Progress adequate</i>	<i>Progress less than adequate</i>

CORE BELIEFS AND COMMITMENTS

Core Belief 1: All students can reach their full potential.

Commitment: Fort Bend ISD will provide an educational system that will enable all students to reach their full potential.

Core Belief 2: We believe student success is best achieved...

...through effective teachers that inspire learning.

Commitment: Fort Bend ISD will recruit, develop and retain effective teachers.

...in a supportive climate and safe environment.

Commitment: Fort Bend ISD will provide a supportive climate and a safe learning/working environment.

...by empowered and effective leaders throughout the system.

Commitment: Fort Bend ISD will provide and promote leadership development at all levels.

...in a well-functioning, high-performing community of learners.

Commitment: Fort Bend ISD will be a collaborative, efficient and effective learning community.

MISSION AND VISION

MISSION

Fort Bend ISD exists to inspire and equip all students to pursue futures beyond what they can imagine.

VISION

Fort Bend ISD will graduate students who exhibit the attributes of the District's Profile of a Graduate.

PROFILE OF A GRADUATE

A Fort Bend ISD Graduate has a rigorous academic foundation, strong character, and is...



equipped with skills for life.

Fort Bend ISD graduates exhibit grit and determination in all aspects of life; respect self and others; engage in healthy life choices; are literate and articulate; proficient with technology; and meaningfully and practically apply knowledge in productive ways.



a compassionate citizen.

Fort Bend ISD graduates are empathetic to their fellow citizens, exhibiting care and concern for others; are inclusive and embrace differences; are culturally aware; actively engage in improving our diverse community; exercise their right to vote; and are dependable, respectful, trustworthy, and self-disciplined.



a servant leader.

Fort Bend ISD graduates demonstrate confidence while maintaining a humble and kind demeanor; prioritizing the needs of others while accepting responsibility for themselves and are accountable for their own actions; are optimistic; and strive to bring out the best in others.



a collaborative team member.

Fort Bend ISD graduates work effectively with others to achieve group goals; take actions that respect the needs and contributions of others; yield their own objectives to the goals of the team; and positively facilitate and contribute to teamwork.



an effective communicator.

Fort Bend ISD graduates communicate clearly both orally and in writing; respectfully and actively listen to others; appropriately engage in courageous conversations; and appropriately adapt their communication style to the audience.



a life-long learner.

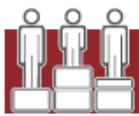
Fort Bend ISD graduates approach life with wonder and curiosity; seek opportunities to be creative; possess a thirst for knowledge and the ability to adapt to change; and are academically prepared to pursue and attain futures beyond what they can imagine!



a critical thinker.

Fort Bend ISD graduates are visionary and solutions-oriented problem solvers; are inquisitive and innovative; and have the courage to actively challenge conventional methods in order to improve themselves and the world around them.

DISTRICT GOALS



District Goal 1

Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.



District Goal 2

Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.



District Goal 3

Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success.



District Goal 4

Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.



District Goal 5

Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Teaching and Learning

The Superintendent will allocate resources for the design, implementation, and monitoring of face to face and online learning models to ensure student progress through the curriculum.

Reporting Metric 1:

- **By June**, the Superintendent will provide evidence of the resources, support systems, and monitoring protocols implemented to support student engagement and progress in both face to face and online learning environments.

Evidence:

The evidentiary plan will be informed by data related to these response actions for both face to face and online learning:

- Curriculum and Instruction including (but not limited to) learning expectations, professional learning, and student supports
- Staff, student, and family support including (but not limited to) student services, learning supports, and technology access
- Student progress data including student engagement, performance, promotion data and summary data related to identified student supports including intervention
- Teacher and leader supports aimed at expanding skills and strategies to promote engagement and ownership of leading and learning
- Fidelity of implementation of the instructional learning models in the face-to-face and online environment

Status Signals and Updates:

- On Track (●)- Strategy/strategies is on track and indicating movement towards the anticipated outcomes
- Adjusting (Δ)- Strategy/strategies is on track and indicating movement towards the anticipated outcomes; strategy/strategies and/or supports are being adjusted to ensure the anticipated outcomes are achieved
- Rethinking (○)- Anticipated outcomes are in jeopardy; adjustment to the plan and support are needed

First Signal and Update:

Choose a signal.

Click or tap here to enter status summary.

Second Signal and Update:

Choose a signal.

Click or tap here to enter status summary.

Summative Reporting:

Choose a signal.

Click or tap here to enter status summary.

Evaluation Feedback:

Select Summative Rating.

Comments:

Equity and Access

The Superintendent will provide an equitable learning environment that provides all students access to the FBSID curriculum.

Reporting Metric 2:

- **By June**, the Superintendent will implement systems and develop programming to support academic growth among all student groups.

Evidence:

The evidentiary plan will be informed by data related to these response actions:

- Special education support services across learning models
- Early literacy supports
- Gifted and talented identification, services, and plan implementation
- English learner supports
- Student progress data (i.e academic, behavioral, social-emotional)
- Access to curriculum and resources (i.e technology, meals, transportation)
- Programs of choice (ECHS, PTECH, ELC, etc.)

Status Signals and Updates:

- On Track (●)- Strategy/strategies is on track and indicating movement towards the anticipated outcomes
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Summative Reporting:

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Evaluation Feedback:

Select Summative Rating.

Comments:

Communication

The Superintendent will communicate the District COVID-19 response to all stakeholders and ensure consistent feedback opportunities to inform decision-making.

Reporting Metric 3:

- **By June**, the Superintendent will provide evidence of timely, substantive communications regarding the various decisions and program implementation related to the District’s COVID-19 pandemic response.

Evidence:

The evidentiary plan will be informed by data related to these response actions:

- Communication strategy
- Stakeholder support
- Stakeholder engagement
- Region/state collaboration

Status Signals and Updates:

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Summative Reporting:

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Evaluation Feedback:

Select Summative Rating.

Comments:

Organizational Health

The Superintendent will implement systems to ensure continued development of a healthy culture and support the health and wellness of staff, students, and families.

Reporting Metric 4:

- **By June**, the Superintendent will provide evidence of the District’s strategic approach to prioritize the health and wellness of staff, students, and families in face to face and online educational environments.

Evidence:

The evidentiary plan will be informed by data related to these response actions:

- Social emotional & wellness supports
- Staff, student, family support
- Physical and mental health
- Employee & student recognition
- Safety & crisis response
- Community partnerships

Status Signals and Updates:

- On Track (●)- Strategy/strategies is on track and indicating movement towards the anticipated outcomes
- Adjusting (Δ)- Strategy/strategies is on track and indicating movement towards the anticipated outcomes; strategy/strategies and/or supports are being adjusted to ensure the anticipated outcomes are achieved
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Summative Reporting:

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Evaluation Feedback:

Select Summative Rating.

Comments:

Change Management

The Superintendent will establish systems and implement processes to support organizational transformation.

Reporting Metric 5:

- **By June**, the Superintendent will provide evidence of effective change management strategies used to manage change, including adjusting strategic plans and priorities, resource allocation, community partnerships, and strategies that support the Mission and Vision.

Evidence:

The evidentiary plan will be informed by data related to these response actions:

- Change & project management
- Strategic planning efforts
- Budget process – strategic prioritization, resource allocation
- Professional learning and leadership development

Status Signals and Updates:

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Second Signal and Update:

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Summative Reporting:

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Evaluation Feedback:

Select Summative Rating.

Comments:

Strategic Path Forward

The Superintendent will define organizational priorities for the 2021- 22 school year to ensure a strategic path forward and support District transitions.

Reporting Metric 6:

- **By June**, the Superintendent will establish District priorities that provide a framework to guide the District through the 2021-22 school year.

Evidence:

The evidentiary plan will be informed by data related to these response actions:

- Alignment to Board Goal and Objectives, Vision and Mission
- Organizational Priorities, Milestones, and Metrics
- Financial strategic priorities
- Department Priorities, Plans, and Timelines

Status Signals and Updates:

- On Track (●)- Strategy/strategies is on track and indicating movement towards the anticipated outcomes
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Summative Reporting:

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Evaluation Feedback:

Select Summative Rating.

Comments:

FBISD Leadership Competencies

Communicator

Communicates effectively both orally and in writing; respectfully, actively, and attentively listens to others to gain full understanding of issues; courageously and appropriately engages in fierce conversations; appropriately adapts communication style to the audience using high impact delivery mechanisms and open dialogue.

Evaluation Feedback:

Select Summative Rating.

Comments:

Competent

Executes responsibilities effectively and with fidelity; possesses the knowledge, skills, mindsets, and thought patterns that result in the execution of effective and successful performance; produces quality results with efficiency and efficacy.

Evaluation Feedback:

Select Summative Rating.

Comments:

Inspire Others

Empowers and transforms others; nurtures talent and develops capacity; demonstrates servant leadership behaviors that promote connectedness and interpersonal relationships.

Evaluation Feedback:

Select Summative Rating.

Comments:

Honest

Instills and fosters mutual trust and confidence; creates a culture that cultivates high standards of ethics; behaves in a fair and ethical manner toward others, and demonstrates a sense of responsibility and commitment, while maintaining job related, social, organizational and ethical norms. Demonstrates integrity in all situations.

Evaluation Feedback:

Select Summative Rating.

Comments:

Problem Solver

Identifies problems, involves others in seeking solutions; conducts appropriate use of data and analyses; searches for best solutions; responds quickly and thoughtfully to new challenges.

Evaluation Feedback:

Select Summative Rating.

Comments:

Collaborator

Works effectively with others to achieve group goals and objectives that are aligned with the mission and vision of Fort Bend ISD; takes actions that respect the needs and contributions of others and yields one's own objectives to the goals of the team. Facilitates and contributes to teamwork.

Evaluation Feedback:

Select Summative Rating.

Comments:

Innovator

Develops new insights into situations; challenges conventional approaches; encourages others to generate new ideas and innovations; designs and implements visionary, scalable systems. Transformational leader who sustains positive change

Evaluation Feedback:

Select Summative Rating.

Comments:

FBISD District Improvement Plan

Goals, Performance Objectives, and Metrics/Milestones

Goal 1: Fort Bend ISD will provide an equitable learning environment that provides all students access to the FBISD curriculum.

Performance Objective 1: By June 2021, each school in FBISD will demonstrate growth in student literacy performance for reading/ELA on the Evaluation Metrics and Milestones, as reflected in district, state and federal/national data reports.

Expected Metrics and Milestones for the District:

1. Increase the percentage of Title I students (STAAR/EOC test where available) who demonstrate growth on STAAR Reading (Domain 2A: Student Growth)--ESSA Goal
2. Increase the percentage of Title I students demonstrating growth (at benchmark; SGP) from initial data point to EOY on REN360 Reading.

Expected Metrics and Milestones for each school:

1. Meet all established percentages on Campus Support Team (CST) walk data for alignment of ELA instruction to the curriculum (pacing, Depth of Knowledge, and instructional model).
2. Kindergarten and 1st grade students will meet established percentages for demonstrating "at or above" grade level reading performance on the end of term report card.
3. Increase the percentage of students demonstrating growth (at benchmark; SGP) in reading from initial data point to EOY on the universal screener (REN360). *Notes: Where data is not available from 2019-20, previous years' data will be used to measure growth. [Maintain if meeting Strategic Plan Milestone.]
4. Maintain or increase the percentage of Texas Success Initiative Assessment (TSIA)-ready students in reading. (TSI is FBISD funded; ACT/SAT is not district funded.) [HS]
5. Increase the percentage of students meeting college ready benchmarks for reading on PSAT 8/9 and NMSQT. [HS]
6. Increase the percentage of students who are proficient in literacy development from BOY to EOY on CIRCLE assessments. [PK]
7. Increase the percentage of students who demonstrate growth on STAAR Reading - Subject to change based on STAAR performance data availability. (Domain 2A: Academic Growth).
8. Increase the percentage of students achieving "Meets Grade Level or Above" for reading on STAAR - Subject to change based on STAAR performance data availability. (Domain 1: Student Achievement).
9. Increase the percentage of English Learners (EL) who increase a performance level on TELPAS--Composite Score. (EL Growth Measure)
10. Increase the percentage of English Learners (EL) who demonstrate growth on REN360 Reading.
11. Increase the percentage of Special Education students who demonstrate growth on REN360 Reading.
12. Increase the number of performance targets met for Reading/ELA - Subject to change based on STAAR performance data availability. (Domain 3: Closing the Gaps) [Maintain if all targets are met.]

Performance Objective 2: By June 2021, each school in FBISD will demonstrate growth in student literacy performance for writing on the Evaluation Metrics and Milestones, as reflected in district, state and federal/national data reports.

Evaluation Metrics and Milestones for each school:

1. Increase the percentage of students who are Texas Student Success Initiative ready for ELA--essay. (TSI is FBISD funded; ACT/SAT is student funded). [HS]
2. Increase the percentage of English Learner (EL) students who improve at least one performance level on TELPAS-Composite.
3. Increase the percentage of students who achieve "Meets Grade Level or Above" on STAAR Writing [4th/7th/English I/English II] - Subject to change based on STAAR performance data availability. (Domain 1: Student Achievement).
4. Increase the number of performance targets met in ELA - Subject to change based on STAAR performance data availability. (Domain 3: Closing the Gaps). [Maintain if all targets are met.]
5. Increase the percentage of students meeting the college ready criteria for ELA on PSAT 8/9 and NMSQT. [HS]

Performance Objective 3: By June 2021, each school in FBISD will demonstrate growth in student mathematics performance on the Evaluation Metrics and Milestones, as reflected in district, state and federal/national data reports.

Evaluation Metrics and Milestones for the District:

1. Increase the percentage of Title I students (STAAR/EOC test where available) who demonstrate growth on STAAR Mathematics (Domain 2A: Student Growth)--ESSA Goal
2. Increase the percentage of Title I students demonstrating growth (at benchmark; SGP) from initial data point to EOY on REN360 Mathematics.

Evaluation Metrics and Milestones for each school:

1. Meet all established percentages on Campus Support Team (CST) walk data for alignment of mathematics instruction to the curriculum (pacing, Depth of Knowledge, and instructional model).
2. Increase the percentage of students demonstrating growth (at benchmark; SGP) in mathematics from initial data point to EOY on the universal screener (REN360). [Maintain if achieved the Strategic Plan Milestone] *Note: Where data is not available from 2019-20, previous years' data will be used to measure growth
3. Increase the percentage of Texas Success Initiative Assessment (TSIA) -ready students in mathematics. (TSI is FBISD funded/ACT/SAT is not district funded.) [HS]
4. Increase the percentage of students meeting college-ready for mathematics on PSAT 8/9 and NMSQT. [HS]
5. Increase the percentage of students who are proficient in mathematics development from BOY to EOY on CIRCLE assessments. [PK]
6. Increase the percentage of students who demonstrate growth on STAAR Mathematics - subject to change based on STAAR performance data availability (Domain 2A: Academic Growth).
7. Increase the district percentage achieving "Meets Grade Level or Above" for mathematics on STAAR - subject to change based on STAAR performance data availability (Domain 1: Student Achievement).
8. Increase the percentage of English Learners (EL) who demonstrate growth on STAAR Mathematics - subject to change based on STAAR performance data availability (Domain 2A).

9. Increase the percentage of Special Education students who demonstrate growth or move a level on STAAR/STAAR ALT 2 Mathematics - subject to change based on STAAR performance data availability (Domain 2A).
10. Increase the percentage of English Learners (EL) who demonstrate growth on REN360 Mathematics.
11. Increase the percentage of Special Education students who demonstrate growth on REN360 Mathematics (Domain 2A).
12. Increase the number of performance targets met for mathematics (Domain 3: Closing the Gaps). [Maintain if all targets are met.]

Performance Objective 4: By June 2021, each school in FBISD will demonstrate growth in science and social studies performance on the Evaluation Metrics and Milestones, as reflected in district, state and federal/national data reports.

Evaluation Metrics and Milestones for each school:

1. Meet all established percentages on Campus Support Team (CST) walk data for alignment of social studies and science instruction to the curriculum (pacing, Depth of Knowledge, and instructional model)--Social Studies; Science
2. Increase the percentage of students who achieve "Meets Grade Level or Above" on STAAR Science - subject to change based on STAAR performance data availability (Domain 1: Student Achievement).
3. Increase the percentage of students who "Meets Grade Level or Above" on STAAR Social Studies - subject to change based on STAAR performance data availability (Domain 1: Student Achievement).

Performance Objective 5: By June 2021, each school in FBISD will demonstrate progress toward achieving equitable access to a safe, challenging and engaging learning environment as demonstrated on the expected results measures reflected in district, state and federal/national data reports.

Evaluation Metrics and Milestones for the district:

1. Maintain or improve RDA (formerly PBMAS/DVM) on all indicators that have a performance level of 1 or 2, improve on any indicators that have a performance level of a 3 for discipline, Special Education, Bilingual/ESL, Career and Technical Education and Title I.

Evaluation Metrics and Milestones for each school:

1. Increase the percentage of proportionality (ethnicity) in College, Career and Military Readiness programs, including Pre-Advanced Placement, Advanced Placement, Dual Credit, Career and Technical Education, AVID and Gifted and Talented courses/services as evidenced by the ratio of campus enrollment compared to the indicated courses/services enrollment.
2. Decrease disproportionality (African American, Hispanic, Special Education) in discipline data (ISS, OSS, DAEP--mandatory and discretionary) as it relates to campus enrollment ratios as compared to the demographic ratios of discipline data for the campus.
3. Increase the percentage of students who achieve at least one College, Career and Military Readiness indicator as defined for state accountability. - subject to change based on STAAR performance data availability [HS]
4. Increase graduation rates for each student group, as defined in state accountability. (Maintain if the student group is at least 95%.) [HS]
5. Increase attendance rates, as reported in PEIMS for the year. [Maintain if the student group is at least 95%.]

Performance Objective 6: By June 2021, the District will recruit, develop and retain professional staff to meet the needs of students served through Title I, Special Education and English Learner services.

Evaluation Metrics and Milestones for the District:

1. Decrease the number of Special Education classroom/courses that do not have a certified teacher for 30 or more school days throughout the year.
2. Establish benchmark for the number of vacant teacher positions serving as teacher of record in Special Education during the first 30 days of each semester.
3. Increase the percentage of English Learner teachers who are certified/endorsed.
4. Decrease the number of Title I classroom/courses that do not have a certified teacher for 30 or more school days throughout the year.
5. Establish benchmark for the number of vacant teacher positions serving as teacher of record in Title I during the first 30 days of each semester.

Goal 2: Fort Bend ISD will ensure students own and are responsible for their learning, behavior, and progress through the FBISD curriculum.

Performance Objective 1: By June 2021, each school in FBISD will utilize positive behavioral interventions and supports (PBIS) to improve student owned behavior and the culture and climate of the campus for students and staff as measured on the Evaluation Metrics and Milestones.

Evaluation Metrics and Milestones for each school:

1. Reduce the percentage of ISS, OSS, and DAEP (mandatory and discretionary) actions. [Report by All Students and Student Groups.]
2. Increase attendance rate. [Maintain if 95% or higher.] [Report by All Students and Student Groups.]
3. Monitor the number of requests for threat assessments.

Performance Objective 2: By June 2021, each school in FBISD will develop a framework for social emotional learning, and mental health programs and implement student safety and wellness programs to support healthy and productive lifestyles as demonstrated through Evaluation Metrics and Milestones.

Evaluation Metrics and Milestones for each school:

1. Increase the number of scoring Gold on Wellness Self-Assessment.
2. Increase the number of campuses that offer a before and/or after school physical activity club.
3. Monitor data on counselor needs assessment conducted with students.
4. Decrease risky behaviors as assessed on the Pride Survey.
5. Establish baseline data on requests for support to Mental Health Counselors and Coordinator of Mental Health & Social Work Services.
6. Monitor data tracked through Campus Visit Support App.

Goal 3: Fort Bend ISD will provide an inclusive, collaborative, and fluid learning environment with opportunities for both risk-taking and success at every school.

Performance Objective 1: By June 2021, each school in FBISD will facilitate student choice through diverse programming and differentiated student learning experiences as demonstrated through the Evaluation Metrics and Milestones.

Evaluation Metrics and Milestones for each school:

1. Increase the percentage of students engaged in enrichment and/or leadership opportunities.
2. Increase the enrollment at ECHS (MHS) and P-TECH (HHS, WHS) by student groups. [HS]
3. Increase PK enrollment. [Elementary]
4. Examine any changes in proportionality of student groups tested and identified for GT Services over the last two years. (19-20 and 20-21)
5. Increase district compliance with the state GT plan in at least five of the nine out-of-compliance standards.

Performance Objective 2: By June 2021, the District will evaluate the effectiveness of instruction for the various learning models: online instruction, face-to-face instruction, distance learning, and concurrent teaching.

Expected Metrics and Milestones for each school:

1. Establish baseline alignment data (learning framework) through classroom walkthroughs in all learning models, beginning in second semester.
2. Evaluate student achievement data (ie. academic grades) by learning model (face to face vs. online).
3. Percentage of devices deployed and in utilization.
4. Increase percentage of student access and use per Schoology data.
5. Increase utilization of bandwidth to ensure consistent user experience.

Goal 4: Fort Bend ISD will develop students' social-emotional, academic, literacy, language, and life skills in a safe and secure Collaborative Community at every school.

Performance Objective 1: By June 2021, each school in FBISD will implement a system to engage and increase family engagement and collaborative school and community partnerships as demonstrated through the Evaluation Metrics and Milestones.

Evaluation Metrics and Milestones for the District:

1. Increase or maintain the number of campuses and students impacted by stakeholder engagement, collaboration and support.
2. Increase or maintain the percentage of families/parents engaged in meaningful activities at Title I campuses that build family capacity.

Performance Objective 2: By June 2021, the District will create a system to engage families in supporting and increasing literacy.

Evaluation Milestones and Baseline Metrics:

1. Increase the resources available on the webpage to support family engagement.

2. Increase the number of opportunities where students are engaged in literacy activities, including listening to books being read to them.
3. Increase the number of opportunities students have to receive free books.
4. Increase family engagement in summer face to face or virtual library activities.

Goal 5: Fort Bend ISD will develop an organizational culture that embraces care, respect, safety, and inclusion.

Performance Objective 1: By June 2021, the District will assess the organizational culture and utilize the information to develop action items to improve the organizational culture.

Evaluation Data Sources:

1. *Established district action items defined in the strategic path forward for 2021-22.*

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Review: Minutes of Previous Meetings
Reference: Board Policy BE (Local)
Department: Office of the Superintendent

Recommendation

Consideration and possible approval of minutes of the following Fort Bend ISD Board of Trustee meetings:

- December 7, 2020: Called Meeting and Agenda Review
- December 14, 2020: Regular Business Meeting

Summary

Board Policy BE (Local) states, “Board action shall be carefully recorded by the Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board.”

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Garrett Rosier
Recording Secretary

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Review: Purchase in Excess of
\$50,000
References: Board Policy CH (Local)
Board Goal 1
Department: Chief Financial Officer

Recommendation

According to Policy CH (Local), purchases that cost or aggregate to a cost of \$50,000 or greater shall require Board approval.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Joe Rodriguez
Chief of Schools

BOT Meeting:	January 11, 2021
Solicitation No.:	21-040MC Education Service Center Region 19 Purchasing Cooperative
References:	District Goal 1
Description:	<p>Online Virtual Staffing Services – Proximity Learning Services</p> <p><u>Recommendation</u></p> <p>The Administration is seeking Board approval for the purchase of online virtual staffing services and related items under a cooperative contract with Education Service Center (ESC) Region 19 in an amount not-to-exceed \$1,750,000, and authorization for the Superintendent to negotiate and execute the agreement through August 31, 2024.</p> <p><u>Summary</u></p> <p>On February 18, 2019, the Board approved Proximity Learning Services through an ESC Region 10 purchasing cooperative contract which has expired.</p> <p>Proximity Learning is a fully accredited online education provider that provides certified teachers, through web conferencing technology in classrooms, with hard-to-fill teaching vacancies. The District has used this innovative approach to provide relief for high schools and middle schools who, at times, struggled with hiring teachers or long-term substitute teachers for hard-to-fill or unique teaching assignments.</p> <p>This service also allows schools to fill gaps in master schedules and helps balance class sizes by using a virtual teacher for singleton sections that would otherwise require hiring another full-time teacher. The teachers may be hired for only one section or for a full teaching load. The live instruction model closely approximates the experience of a traditional face-to-face classroom setting but is conducted entirely online. Through Proximity Learning, virtual teachers will teach FBISD curriculum using District resources such as Schoology. Virtual certified teachers can participate in PLC meetings, conduct parent-teacher conferences, and fulfill most, if not all, of the contractual requirements of a face-to-face teacher. This service will only be used as a last resort in order to ensure a certified, qualified teacher is available.</p> <p>The total cost for a Proximity Learning teacher for the entire second semester is \$37,900. The prorated cost for a Fort Bend ISD-hired teacher, at an average Step 10, to fulfill the number of contract days in the second semester is \$38,300. Currently, for spring 2021, the District’s specific need for services is 66 hours of direct online instruction weekly, which is the equivalent of 11 full-time teachers. This number will fluctuate from term to term and as teacher vacancies or long-term absences arise. The total estimated cost for the spring 2021 semester is \$420,000, based on the projected 66 hours per week.</p>

	<p>The ESC Region 19 Purchasing Cooperative contract will allow the District to fulfill virtual instruction services for students efficiently and effectively and complies with school district bidding requirements. The current cooperative contract has renewal options through August 31, 2024. Should the contract not renew for the full term, staff will return to the Board to request authorization to utilize the new contract, an alternate cooperative contract, or an alternate procurement method.</p> <p><u>Background</u></p> <p>Expenditures in 2019-20 were \$181,525. Expenditures will not exceed \$1,750,000 through 2024. This amount includes the specific needs currently identified for the Spring 2021 semester, the same estimated usage for the entire 2021-22 school year (assuming the District continues dual learning models), and a return to the 2019-20 usage rate for 2022-23 and 2023-24. The FBISD service agreement is written to identify that FBISD will engage contractors on an “as-needed/if-needed” basis and does not guarantee the purchase of any quantity or dollar amount of services. Because of this, we are not obligated to pay the full amount of the Board-approved contract limit. The recommended contract amount provides the flexibility to meet current anticipated needs, as well as any unforeseen needs that may need to be addressed in future years.</p>
Requested By:	Joe Rodriguez, Chief of Schools Bryan Guinn, Chief Financial Officer
Vendor:	Proximity Learning
Budget Sources:	General Fund, Special Revenue Funds
Amount:	Not to Exceed - \$1,750,000 through August 31, 2024
Other Supporting Information	
Sole Source:	No
Number of vendors contacted by Purchasing:	n/a
Number of vendors contacted by FBISD Notification System:	n/a
Number of vendors downloaded the solicitation:	n/a
Number of responses received:	n/a
Number of “no bid” responses received:	n/a
Length of commitment:	Through August 31, 2024
Last solicitation date:	n/a
Supporting documents:	n/a
Disclosure under Board Policy CH, CV, or DBD (Local):	None

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
**Action: Review: Resolution Expressing
Intent to Finance Expenditures
Incurred in Conjunction with the
2018 and 2014 Bond Programs**
**References: Board Policy CCA (Legal)
Scalable Systems**
Department: Business and Finance

Recommendation

Consideration and possible approval of a Resolution expressing the intent to finance expenditures (“Reimbursement Resolution”) to be incurred in conjunction with the 2018 and 2014 Bond Programs and for costs for the assessment of District facilities and related design, construction, acquisition, and equipment activities identified as part of the District’s capital improvement planning.

Summary

As the District continues to incur capital expenditures in connection with the projects authorized at the District’s 2018 and 2014 bond elections, Administration recommends the short-term use of existing cash balances to delay the issuance of commercial paper (CP), and ultimately, delay any new permanent debt. In addition, the District will be incurring costs associated with the assessment of District facilities and certain design, construction, acquisition, and equipment costs that may be reimbursed from bonds authorized in a future bond election. The Reimbursement Resolution presented for approval would enable the District to expend cash available in the General Fund for such purposes, with the opportunity to reimburse the General Fund once authorized CP or permanent debt is issued at some point in the future. The benefit to this strategy is that the District can avoid interest costs in the short-term.

The District has used this strategy in the past, and the Board previously approved a reimbursement resolution in January 2020. In connection with the CP program, the Administration recommends the continuation of its practice of approving a reimbursement resolution annually. Given the District’s active building program, the annual adoption of a reimbursement resolution will help ensure that there are no gaps in the District’s ability to reimburse itself for expenditures paid as projects are completed from either the proceeds of CP or other obligations that are subsequently issued. Annual adoption will also fulfill the Internal Revenue Code’s requirement that the reimbursement resolution reasonably reflect the District’s financing plans.

The District issues CP in minimum increments of \$5 million. Thus, the bond program would “borrow” money from the General Fund until the minimum \$5 million increment is reached, when CP can be issued. By doing so, the District would be borrowing money from itself and avoiding the costs of issuing debt.

Staff has reviewed the expected cash flow timeline based on construction estimates and expenditures in calendar year 2021 could reach \$235 million. Because the District has not determined whether \$235 million will be paid solely from the 2018 authorization or a combination of 2018 and 2014 authorization, the resolution shows the maximum amount that could be issued under either authorization – i.e. up to \$200 million from 2018 and up to \$35 million from 2014. This approach provides the District with the flexibility necessary for transactions anticipated in the current calendar year, allowing the General Fund to be reimbursed if it is the most financially advantageous means of funding projects in the short term.

In addition, the resolution includes an intent to reimburse up to \$60 million of additional projects identified as part of the District’s capital improvement planning. The District continues to plan for future student growth and resulting building needs and a potential future bond referendum. Specifically, Administration is planning for Elementary School 54 and an agriculture facility. As planning for Elementary School 54 and other capital investments begins, it will become necessary to identify funding in excess of the available bond contingency amounts. This portion of the resolution is intended to preserve the District’s ability to reimburse itself for costs associated with Board-approved capital expenditures identified through the capital improvement planning process to the extent it would be advantageous to do so.

The recommended reimbursement resolution is not a request to spend \$295 million or to issue debt in that amount. The resolution preserves the ability for the District to reimburse itself for General Fund expenditures on Board-approved capital projects up to the amounts identified in the resolution. Without a reimbursement resolution, the District would be limited in its ability to reimburse itself with the proceeds of tax-exempt bonds. The resolution allows the District to fund Board-approved capital projects by borrowing General Funds in the short-term instead of issuing authorized debt, thus saving on interest costs. Also note, in calendar year 2020, the District utilized \$131.5 million of the \$450 million the Board authorized in the reimbursement resolution in January 2020. The resolution under consideration has adjusted the maximum amount under the reimbursement resolution to \$295 million, which more closely aligns with the anticipated amounts that could be borrowed from the General Fund. The adjustment maintains the flexibility to avoid short-term borrowing while also recognizing the potential cash strain that the General Fund may experience in calendar year 2021 due to the ongoing COVID-19 Pandemic.

There are separate agenda items authorizing the issuance of bonds to permanently finance commercial paper issued for capital projects and the issuance of new money bonds for capital projects. Administration worked with the District's financial advisor and bond counsel, and both have reviewed and support the Reimbursement Resolution.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Kelly Schlacks
Executive Director of Finance

REIMBURSEMENT RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, Fort Bend Independent School District (the “District”) is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations; and

WHEREAS, the District will make, or has made not more than 60 days prior to the date hereof, payments with respect to the projects listed on **Exhibit A** attached hereto (collectively, the “Financed Project”), which Financed Project includes those projects (i) authorized at the District’s election held on November 6, 2018, (ii) authorized at the District’s election held on November 4, 2014, or (iii) identified as part of the District’s capital improvement planning for which the District has not previously issued obligations, and

WHEREAS, in certain circumstances, federal and/or state law requires that the District express its official intent to issue obligations to reimburse itself for expenditures paid prior to the issuance of such obligations in order for such expenditures to be eligible for reimbursement from proceeds of such obligations; and

WHEREAS, the District desires to reimburse itself for the costs associated with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof, which may include the proceeds of commercial paper notes issued by the District from time to time pursuant to a commercial paper program; and

WHEREAS, the District reasonably expects to issue obligations to reimburse itself for the costs associated with the Financed Project; and

WHEREAS, Section 1.150-2(d)(2) of the Treasury Regulations sets forth limitations regarding the timing of reimbursements made from the proceeds of certain tax-exempt obligations; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. The District reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof.

Section 2. The District reasonably expects that the maximum principal amount of obligations issued to reimburse the District for the costs associated with the Financed Project will not exceed the amounts identified in **Exhibit A**.

Section 3. Unless otherwise advised by bond counsel, any reimbursement allocation will be made not later than 18 months after the later of (1) the date the original expenditure is paid or (2) the date on which the Financed Project to which the expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Fort Bend ISD

ADOPTED THIS _____ DAY OF JANUARY, 2021.

FORT BEND INDEPENDENT SCHOOL
DISTRICT

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

EXHIBIT A

DESCRIPTION OF PROJECT

<u>Purpose/Project</u>	<u>Amount</u>
Projects approved at the November 6, 2018 Election: The construction, acquisition, and equipment of school buildings in the District, including safety and security and technology infrastructure for the District, for the purchase of the necessary sites for school buildings, and for the purchase of new school buses	\$200,000,000
Projects approved at the November 4, 2014 Election: The construction, acquisition, and equipment of school buildings in the District, for the purchase of the necessary sites for school buildings, and for the purchase of new school buses, including safety and security and technology infrastructure for the District	\$35,000,000
The assessment of District facilities and related design, construction, acquisition, and equipment activities in connection with District's capital improvement planning.	\$60,000,000

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Review: Fixed-Rate Order for New Money and Refunding Bonds
References: Board Policy CCA (Legal) Scalable Systems
Department: Business and Finance

Recommendation

Consideration and possible approval of an order authorizing the issuance of FBISD Unlimited Tax School Building and Refunding Bonds, which may be issued in one or more series; providing for the award of the sale thereof in accordance with specified parameters; and enacting other provisions relating thereto (the “Fixed-Rate Order”).

Summary

In connection with the two outstanding bond programs below, the District has the following voted authorization, amounts issued, and amounts unissued:

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$42,000,000
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$604,480,000

The attached Fixed-Rate Order addresses three distinct financing goals.

1. Refinancing Outstanding Commercial Paper:

The District issues commercial paper (CP) for cash flow needs, and it is anticipated that the District will have issued anywhere from \$100-\$150 million in CP by late Spring 2021, which will be deducted from the available voted authorization from the 2018 and 2014 elections listed above. A maximum of \$150 million in CP can be outstanding at any time.

This Fixed-Rate Order authorizes the District to refinance the outstanding CP notes with fixed-rate bonds. The issuance of refunding bonds to refinance the up to \$150 million of CP expected to be outstanding, will free up capacity under the CP program for additional CP draws and provide long-term fixed-rate financing for the outstanding CP notes being refinanced.

The 2018 Bond cash flow projection shows that the District could reach the \$150 million CP capacity again in the fourth quarter of 2021. Therefore, Administration would like the flexibility to refund up to \$300 million of CP. Such refunding would take place in two or more series given the \$150 million limit on the amount of CP that may be outstanding at any time.

Administration also recommends having the flexibility to refinance the outstanding CP with variable rate bonds if it is in the best interest of the District. A variable rate bond order (the "Variable Rate Order") is being presented as a separate agenda item.

The Fixed-Rate Order and the Variable-Rate Order are drafted so that the total amount of bonds that can be issued under the two orders is capped as provided below.

2. Refunding Certain Outstanding Variable-Rate Bonds at Fixed Rates:

The District currently has \$46,710,000 of its Series 2017D Bonds (the "Series 2017D Bonds") outstanding, of which \$45,495,000 is eligible to be refunded. The Series 2017D Bonds are variable-rate bonds that are outstanding with the Initial Rate Period expiring on August 1, 2021. During the Initial Rate Period, the Series 2017D Bonds bear interest at an initial rate of 1.50%. Upon the expiration of the Initial Rate Period, the District must convert the bonds to a new Rate Period unless it acts to refinance (refund) the bonds. If favorable market conditions continue through the spring, the Administration would like the flexibility to refinance the Series 2017D Bonds through a fixed-rate refunding. This would allow the District to take advantage of historically low fixed rates that currently exist.

A Conversion Order authorizing the conversion of the Series 2017D Bonds to a new Term Rate Period (variable rate) or to a fixed-rate is being presented as a separate agenda item. That Conversion Order would allow the District to convert the Series 2017D Bonds into a new variable-rate period if market conditions make that more favorable for the District than a fixed-rate refinancing.

The Variable-Rate Order also contains authority to refund the Series 2017D Bonds as part of a larger variable-rate issuance if market conditions favor that approach. Because the total principal amount of the Series 2017D Bonds has dipped below \$50,000,000, the District may be able to achieve market efficiencies through a combination new money and refunding issue than through the remarketing of the Series 2017D Bonds.

Bond refinancing (refunding) is an important debt management tool for state and local government issuers. Refundings are typically executed to achieve interest cost savings, to restructure debt service payments, or to achieve other policy objectives, such as reducing variable-rate exposure or achieving market efficiencies in connection with setting the interest rate on the bonds. It is the District's goal to keep the cost of debt as low as possible.

3. Issuance of New Money Bonds for Projects:

Lastly, depending on market conditions in 2021, the Administration is seeking flexibility to potentially issue up to \$300 million of new money bonds for projects without utilizing the CP program. Long term fixed rates are lower than they have been in years. Having the flexibility to issue new money bonds if market conditions continue to be favorable and 2018 Bond cash flow needs persist would allow the District to avoid having back to back debt transactions and achieve efficiencies by having one transaction.

Therefore, with the potential (i) refinancing of up to \$300 million of outstanding CP over the course of the year, (ii) refunding of up to \$45,495,000 of the Series 2017D Bonds, and (iii) issuance of up to \$300 million in new money bonds, Administration is requesting approval of the Fixed-Rate Order. The Fixed-Rate Order provides for, and authorizes the following:

- A. The issuance of fixed-rate refunding bonds to refund the Series 2017D Bonds in a principal amount not to exceed \$45,495,000;
- B. The issuance of fixed-rate refunding bonds to refinance any outstanding CP in a principal amount not to exceed \$300,000,000;
- C. The issuance of fixed-rate new money bonds in a principal amount not to exceed \$300,000,000;
- D. The total principal amount of bonds that may be issued under the Fixed-Rate Order and the Variable Rate Order (separate board agenda item) for the purpose of refinancing the outstanding CP and issuing new money bonds cannot exceed \$300,000,000;
- E. The issuance of the bonds is anticipated to be tax-exempt;
- F. The bonds may be designated as green bonds;
- G. The designation of the Superintendent and Chief Financial Officer as Authorized Officers authorized to establish final terms of the bonds issued under the Fixed-Rate Order within the parameters contained in Section 3.01 and 7.01 of the Fixed-Rate Order;
- H. A maximum maturity of any bonds issued not to exceed 40 years;
- I. The preparation of a Preliminary Official Statement to be used in the connection with the issuance of the bonds in accordance with the District's Disclosure Strategy; and
- J. The authority to issue bonds under the Fixed-Rate Order for one year from the date the order is executed.

The District's bond counsel, Bracewell LLP, has prepared and reviewed the Fixed-Rate Order, and the District's financial advisor, Hilltop Securities, has also reviewed the Fixed-Rate Order.

As required by the Fiscal and Budgetary Strategy, Exhibit A (Disclosure Strategy), approved by the Board in October 2020, the Chief Financial Officer will provide a summary of the pricing as well as the final Official Statement to the Board for each debt transaction shortly after the transaction has priced.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Kelly Schlacks
Executive Director of Finance

ORDER
AUTHORIZING THE ISSUANCE OF
FORT BEND INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS,
WHICH MAY BE ISSUED IN ONE OR MORE SERIES

Adopted: January 19, 2021

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01.	Definitions	3
Section 1.02.	Other Definitions	6
Section 1.03.	Findings	6
Section 1.04.	Table of Contents, Titles and Headings	7
Section 1.05.	Interpretation	7

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01.	Tax Levy	7
---------------	----------------	---

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01.	Authorization	8
Section 3.02.	Date, Denomination, Maturities, and Interest	8
Section 3.03.	Medium, Method and Place of Payment	9
Section 3.04.	Execution and Registration of Bonds	10
Section 3.05.	Ownership	10
Section 3.06.	Registration, Transfer and Exchange	11
Section 3.07.	Cancellation	11
Section 3.08.	Replacement Bonds	12
Section 3.09.	Book-Entry Only System	13
Section 3.10.	Successor Securities Depository; Transfer Outside Book-Entry Only System	13
Section 3.11.	Payments to Cede & Co	14

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01.	Limitation on Redemption	14
Section 4.02.	Optional Redemption	14
Section 4.03.	Mandatory Sinking Fund Redemption	14
Section 4.04.	Partial Redemption	15
Section 4.05.	Notice of Redemption to Owners	15
Section 4.06.	Payment Upon Redemption	15
Section 4.07.	Effect of Redemption	16

Section 4.08.	Lapse of Payment	16
---------------	------------------------	----

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01.	Appointment of Initial Paying Agent/Registrar	16
Section 5.02.	Qualifications	16
Section 5.03.	Maintaining Paying Agent/Registrar.....	16
Section 5.04.	Termination	17
Section 5.05.	Notice of Change to Owners	17
Section 5.06.	Agreement to Perform Duties and Functions.....	17
Section 5.07.	Delivery of Records to Successor	17

ARTICLE VI

FORM OF THE BONDS

Section 6.01.	Form Generally	17
Section 6.02.	CUSIP Registration.....	17
Section 6.03.	Legal Opinion.....	18

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01.	Sale of Bonds, Official Statement	18
Section 7.02.	Deposit of Proceeds.....	20
Section 7.03.	Control and Delivery of Bonds	20

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.01.	Payment of the Bonds	21
Section 8.02.	Other Representations and Covenants.....	21
Section 8.03.	Federal Tax Matters	21

ARTICLE IX

DISCHARGE

Section 9.01.	Discharge.....	22
---------------	----------------	----

ARTICLE X

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED OBLIGATIONS

Section 10.01. Subscription for Securities23
Section 10.02. Appointment of Escrow Agent; Approval of Escrow Agreement;
Deposit with Paying Agent for Refunded Obligations.....23
Section 10.03. Redemption and Defeasance of Refunded Obligations.....23

ARTICLE XI

PERMANENT SCHOOL FUND GUARANTEE

Section 11.01. Permanent School Fund Guarantee23

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.....24
Section 12.02. Event Notices25
Section 12.03. Limitations, Disclaimers and Amendments26
Section 12.04. Amendments to the Rule27

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Order.....28
Section 13.02. Partial Invalidity28
Section 13.03. No Personal Liability28
Section 13.04. Related Matters28
Section 13.05. Force and Effect28

Schedule I – Schedule of Refunded Obligation Candidates

Exhibit A – Form of Pricing Certificate

AN ORDER AUTHORIZING THE ISSUANCE OF FORT BEND INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of Fort Bend Independent School District (the "District"), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the "Refunded Obligation Candidates"), which are secured by and payable from ad valorem taxes levied, assessed and collected, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate(s) (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate(s); and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Obligations, and to accomplish such refunding or defeasance by depositing directly with a issuing and paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the District desires to authorize the execution of one or more escrow agreements or deposit agreements in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the Board of Trustees of the District (the "Board") hereby finds and determines that the refunding of the variable rate Refunded Bonds; as contemplated in this Order will benefit the District by providing long-term financing at fixed rates thereby reducing interest rate risk and market risk as well as the total amount of variable rate debt outstanding, and that such benefit constitutes valid public purpose and are sufficient consideration for the refunding contemplated herein; and

WHEREAS, the Board hereby finds and determines that the refunding of the Refunded Notes (as defined herein) as contemplated in this Order will benefit the District by providing long-term financing at fixed rates thereby reducing interest rate risk and market risk, and that such benefits constitute a valid public purpose and are sufficient consideration for the refunding contemplated herein; and

WHEREAS, the Board hereby finds and determines that the manner in which the refunding of the Refunded Obligations is being executed does not make it practicable to make the determination required by Section 1207.008(a)(2); and

WHEREAS, the Board hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its refunding bonds at this time, and

WHEREAS, the District desires to issue, either in combination with such refunding bonds or on a stand-alone basis as part of one or more separate series of bonds, school building bonds voted by the voters of the District pursuant to the Constitution and laws of the State of Texas, including particularly Chapter 45 of the Texas Education Code, as amended (“Chapter 45”) at elections held within the District on November 4, 2014 (the “2014 Election”) and on November 6, 2018 (the “2018 Election,” and together with the 2014 Election, the “Elections”); and

WHEREAS, at said Elections the voters authorized the amount of school building bonds set forth below in the following schedule, such schedule also showing amounts previously issued pursuant to such voted authorization; and

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$42,000,000
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$604,480,000

WHEREAS, the Board does hereby determine that the school building bond in the amounts specified in Section 3.01 of this Order should be issued as a portion and installment of school building bonds voted as Proposition No. 1 at the 2014 Election or Proposition A at the 2018 Election as identified in the pricing certificate authorizing the issuance of such bonds; and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of such school building bonds for the construction, acquisition, and equipment of school buildings in the District, including safety and security and technology infrastructure, for the purchase of necessary sites for school buildings, and for the purchase of new school buses; and

WHEREAS, the school building bonds are authorized to be issued pursuant to Chapter 45; and

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

WHEREAS, pursuant to Chapter 1207 and Chapter 1371, the District desires to delegate the authority to effect the sale of the Bonds (as hereinafter defined) to the Authorized Officer; and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF FORT BEND INDEPENDENT SCHOOL DISTRICT

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided in this Order, or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Acts” means Chapter 45, Chapter 1207 and Chapter 1371.

“Authorized Officer” means the person serving as either Superintendent of the District or the Chief Financial Officer of the District, whether in a permanent capacity or in an interim capacity.

“Board” means the Board of Trustees of the District.

“Bond” or “Bonds” means the District’s bonds authorized to be issued by Section 3.01.

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Chapter 45” means Chapter 45, Texas Education Code, as amended.

“Chapter 1207” means Chapter 1207, Texas Government Code, as amended.

“Chapter 1371” means Chapter 1371, Texas Government Code, as amended.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means the date designated as the date of the Bonds in the Pricing Certificate.

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Bonds, payable at the times and in the manner provided herein and in the Pricing Certificate.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Order, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

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

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

“Escrow Agent” means the Escrow Agent designated in the Pricing Certificate.

“Escrow Agreement” means one or more escrow agreements by and between the District and the Escrow Agent relating to the Refunded Obligations.

“Escrow Fund” means the fund or funds established by the Escrow Agreement(s) to hold cash and securities for the payment of debt service on the Refunded Obligations.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, unless the orders authorizing the Refunded Obligations contain further limitations on such securities, in which case only the securities authorized under such orders shall constitute Escrow Securities.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into

in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year of the District as shall be set from time to time by the Board.

“Initial Bond” means the Initial Bond for each series of Bonds authorized by Section 3.04(d).

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

“Maturity” means the date on which the principal of the Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Order” means this Order.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the paying agent/registrar designated in the Pricing Certificate.

“Paying Agent Registrar Agreement” means one or more Paying Agent/Registrar Agreements between the Paying Agent/Registrar and the District relating to the Bonds.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer in connection with the issuance of Bonds under this Order.

“Purchase Contract” means the purchase contract or purchase contracts between the District and the Underwriters pertaining to the sale of the Bonds from time to time.

“Record Date” means the Record Date set forth in the Pricing Certificate.

“Refunded Bonds” means those unlimited tax bonds designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates described in Schedule I attached hereto.

“Refunded Notes” means those unlimited tax commercial paper notes designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates described in Schedule I attached hereto.

“Refunded Obligation Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Obligations in the Pricing Certificate.

“Refunded Obligations” means the Refunded Bonds and/or the Refunded Notes.

“Register” means the Bond register required by Section 3.06.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the District and DTC.

“Representative” means the representative of the Underwriters designated in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

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

“Special Payment Date” means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” mean the underwriters named in the Purchase Contract for a series of Bonds.

“Variable Rate Order” shall mean the order of the District dated [January ___], 2021 entitled “An Order Authorizing the Issuance of Fort Bend Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds, Which May Be Issued in One or More Series in Accordance with Specified Parameters; and Enacting Other Provisions Relating Thereto.”

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble of this Order.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy. (a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to pay Debt Service and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

(b) To pay the Debt Service coming due on the Bonds prior to receipt of the taxes levied to pay such Debt Service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.

(c) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will

take into account the balance in the interest and sinking fund when it sets its debt service tax rate each year.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The Bonds, which may be designated “Fort Bend Independent School District Unlimited Tax School Building and Refunding Bonds,” have such other series designations or titles as may be designated in the Pricing Certificate(s), and be issued from time to time in one or more tranches, series or subseries as may be designated in the Pricing Certificate(s), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the Acts. The total principal amount of Bonds to be issued from time to time pursuant to this Order (a) to provide funds for the construction, acquisition and equipment of school buildings in the District, including safety and security and technology infrastructure for the District, for the purchase of necessary sites for school buildings, for the purchase of new school buses, and to pay the costs of issuing the Bonds shall not exceed \$300,000,000; (b) to provide funds for the refunding of the Refunded Notes and to pay the costs of issuing the Bonds shall not exceed \$300,000,000; and (c) to provide funds for the refunding of the Refunded Bonds and to pay the costs of issuing the Bonds shall not exceed \$45,495,000. Notwithstanding the foregoing sentence, the combined total principal amount of Bonds issued under this Order for the purposes specified in Section 3.01(a) and (b) shall not exceed \$300,000,000. (For example, if the District issues \$150,000,000 in new money bonds under Section 3.01(a), then the District may only issue \$150,000,000 in refunding bonds under Section 3.01(b)). Further, the total combined principal amount of Bonds issued under this Order shall not exceed \$344,735,000. Concurrently with the adoption of this Order, the Board has adopted the Variable Rate Order. The combined total principal amount of bonds issued under this Order for the new money purposes described in Section 3.01(a), above, and under the Variable Rate Order for the new money purposes described in Section 2.01(a)(x) thereof shall not exceed \$300,000,000. Further, the combined total principal amount of bonds issued under this Order for the purposes specified in Section 3.01(a) and (b) and under the Variable Rate Order for the purposes specified in Sections 2.01(a)(x) and (y) shall not exceed \$300,000,000. (For example, if the District issues \$300,000,000 in new money bonds under Section 3.01(a) of this Order, then the District may not issue any new money bonds under Section 2.01(a)(x) of the Variable Rate Order or any refunding bonds under Section 3.01(b) of this Order and under Section 2.01(a)(y) of the Variable Rate Order). Additionally, the combined total principal amount of bonds issued under this Order for the purposes described in Section 3.01(c), above, and under the Variable Rate Order for the purposes described in Section 2.01(a)(z) thereof shall not exceed \$45,495,000.

Section 3.02. Date, Denomination, Maturities, and Interest. (a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate and shall be in fully registered form without coupons.

(b) The Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple

thereof and shall be numbered separately from R-1 upward, except the Initial Bond for each series of Bonds, which shall be numbered I-1.

(c) The Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Dated Date or Closing Date, as specified in the Pricing Certificate, or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment. (a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 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 special payment date of the past due interest (the "Special Payment Date," 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 Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter

coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds. (a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond for each series of Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond for each series of Bonds has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the District, and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, the Initial Bond for each series of Bonds, representing the aggregate principal amount of each series of Bonds, to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond for each series of Bonds, the Paying Agent/Registrar shall cancel the Initial Bond for each series of Bonds and deliver Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and

receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that interest on the Bonds is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

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

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry Only System. (a) To the extent so designated in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bonds for the purpose of payment of Debt Service on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The blanket Representation Letter previously executed and delivered by the District and applicable to the District's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or

the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption. The Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

Section 4.03. Mandatory Sinking Fund Redemption. (a) The Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the

optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption. (a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities (or mandatory sinking fund payment with respect to Term Bonds) and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02, conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the

Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption. (a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Board hereby approves the form of Paying Agent/Registrar Agreement specifying the duties and responsibilities of the District and the Paying Agent/Registrar, and the Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board of one or more Paying Agent/Registrar Agreements.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally. (a) The Bonds, including the Registration Certificates of the Comptroller of Public Accounts of the State to accompany the Initial Bond for each series of Bonds, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund Guarantee (which shall appear only on the bonds guaranteed by the Permanent School Fund) (i) shall be substantially in the form set forth in Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) 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 any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or another entity that provides securities identification numbers for municipal securities, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the District nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold to the Underwriters in accordance with the terms of this Order. As authorized by Chapter 1207 and Chapter 1371, the Authorized Officer is authorized to act on behalf of the District, from time to time, in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold; the title, number and designation of each series or subseries of Bonds to be issued from time to time; whether each series of Bonds will be issued as new money bonds, refunding bonds, or combination new money and refunding bonds; whether each series of Bonds will be designated as “green bonds;” the form in which the Bonds shall be issued; the years and dates on which the Bonds will mature, the principal amount to mature in each of such years and the defeasance provisions for the Bonds; selecting the specific maturities or series of Refunded Obligations to be refunded by each series of Bonds from the list of Refunded Obligation Candidates; the aggregate principal amount of Refunded Obligations; the aggregate principal amount of Bonds to be issued by the District; the rate of interest to be borne by each maturity of the Bonds; the Interest Payment Dates; the dates, prices, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption; the verification agent, if any; the selection of Underwriters; and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate, a form of which is attached hereto as Exhibit A, as may be amended by the Authorized Officer; subject to the following conditions:

(i) the Bonds shall not bear interest at a rate greater than the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;

(ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 for new money and refunding purposes shall not exceed the respective limits described in Section 3.01;

(iii) the Pricing Certificate for the Bonds issued in whole or in part for new money purposes shall indicate the amount of authorized but unissued bonds that remain

available to the District from the applicable voted authorization following the issuance of the Bonds approved in the Pricing Certificate;

(iv) the Pricing Certificate for each series of bonds issued for new money or refunding purposes shall indicate the amount of new money or refunding authority remaining under Section 3.01 of this Order and section 2.01 of the Variable Rate Order, if any, following the issuance of such series of Bonds;

(v) the Pricing Certificate for the Bonds issued for the purposes of refunding the Refunded Notes shall indicate the amount of voted authorization previously used to issue the Refunded Obligations; and

(vi) no Bond shall mature more than 40 years from the date of delivery thereof.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District one or more Purchase Contracts providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of each Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by the execution of the Purchase Contract by the Authorized Officer.

(c) Any finding by the Authorized Officer relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Board.

(d) The authority granted to the Authorized Officer under Section 7.01(a) shall expire at 11:59 p.m., Central time, on a date one year from the date of this Order, unless otherwise extended by the Board by separate action. Bonds sold pursuant to a Purchase Contract executed on or prior to such expiration date may be delivered after such expiration date.

(e) All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out in the Purchase Contract and to provide for the issuance and delivery of the Bonds, including, without limitation, qualifying the Bonds as “green bonds” to the extent such qualification is required. The Initial Bond for each series of Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract for each series of Bonds.

(f) The Authorized Officer is hereby authorized and directed to cause to be prepared on behalf of the District, in accordance with the District’s Disclosure Strategy, one or more “Preliminary Official Statements,” to be used by the Underwriter in the offering and sale of the Bonds, and to certify or otherwise represent that such Preliminary Official Statement(s) are “deemed final” Preliminary Official Statement(s) as of their dates (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Officer (the “Preliminary Official Statement”). The use and distribution of one or more Preliminary Official Statements in the public offering of the Bonds by the Underwriters is hereby

authorized. The Authorized Officer is hereby further authorized and directed (i) to cause to be prepared on behalf of the District, in accordance with the District's Disclosure Strategy, one or more final Official Statements (each an "Official Statement"), (ii) to use and distribute or authorize the use and distribution of one or more Official Statements, (iii) to execute the same, if required, and (iv) to deliver appropriate numbers of copies thereof to the Underwriters. Each Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale thereof.

(g) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals, to deliver such notices and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, to effectuate the refunding of the Refunded Obligations and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the District is hereby authorized and directed to issue a check or wire payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bond or (ii) \$9,500, but in no case less than \$750).

Section 7.02. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate. Proceeds from the sale of the Bonds may, at the option of the District, be invested in any investments authorized by Texas law, including specifically, the Public Funds Investment Act and the District's Investment Policy, including through guaranteed investment contracts authorized by Section 2256.015 of the Texas Government Code; provided that all such investments shall be made in such a manner that the money required to be expended will be available at the proper time or times.

Section 7.03. Control and Delivery of Bonds. (a) The Authorized Officer is hereby authorized to have control of the Initial Bond for each series of Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.

Section 8.02. Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 8.03. Federal Tax Matters.

(a) General. The District covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Bonds to be includable in gross income, for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Obligations and the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the District, this Order serves as the District’s official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner now or hereafter permitted by law.

ARTICLE X

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED OBLIGATIONS

Section 10.01. Subscription for Securities. The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved.

Section 10.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Obligations. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President or Vice President and Secretary of the Board, one or more Escrow Agreements, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively, the Authorized Officer may elect to deposit directly with the issuing and paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations and is hereby authorized to execute and deliver one or more deposit agreements in connection with such deposits.

Section 10.03. Redemption and Defeasance of Refunded Obligations. The discharge, defeasance, redemption and/or payment of the Refunded Obligations shall be carried out pursuant to the terms and provisions of this Order and the Pricing Certificate. The Refunded Obligations shall be defeased and/or paid as required by the order authorizing such Refunded Obligations. Following the adoption of this Order and prior to the execution of the Pricing Certificate, the Authorized Officer is hereby authorized to deliver a notice of redemption to the paying agent/registrar for any of the Refunded Obligation Candidates if required under the plan of finance, and the paying agent/registrar for the such Refunded Obligation Candidates is hereby authorized and directed to provide notice of such redemption. The Board hereby authorizes and directs the Authorized Officer to take all necessary steps to redeem and defease the Refunded Obligations and use proceeds of the Bonds and other available revenues of the District to pay the principal of, redemption premium, if any, and interest on the respective redemption dates or payment dates set forth in the Pricing Certificate.

ARTICLE XI

PERMANENT SCHOOL FUND GUARANTEE

Section 11.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State, subject to compliance with the Texas Education Agency's rules and regulations. If the Bonds are defeased, the guarantee of such series of Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable

to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that:

(a) a certified copy of this Order and copies of the Official Statement for such series of Bonds shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of such series of Bonds;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on any such series of Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports. (a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in or after 2021, financial information and operating data with respect to the District of the general type included in the Official Statement, being the tables described in the Pricing Certificate, and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) 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 audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) 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.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's Internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 12.02. Event Notices.

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

- (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 the 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;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the 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 such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(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;

(14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

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

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

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide financial information and operating data in accordance with Section 12.01. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, 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 Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER 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 WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, 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.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

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

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, 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 Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorize 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 Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with this Article 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 12.04. Amendments to the Rule. In the event the Authorized Officer, in consultation with Bond Counsel and the District's financial advisor, determines that it is necessary or desirable to amend the provisions of this Article XII in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes in the Pricing Certificate for the Bonds and such amendments are hereby authorized and shall be deemed effective as set forth in the Pricing Certificate.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of the State.

Section 13.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 13.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 13.04. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

Section 13.05. Force and Effect. This Order shall be in full force and effect from and after its final passage, and it is so ordered.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE on January 19, 2021.

Secretary, Board of Trustees
Fort Bend Independent School District

President, Board of Trustees
Fort Bend Independent School District

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATION CANDIDATES

The Authorized Officer may select the specific maturities of unlimited tax bonds constituting the Refunded Bonds from the following series of the District's outstanding unlimited tax bonds:

Variable Rate Unlimited Tax Refunding Bonds, Series 2017D

The Authorized Officer may select the specific maturities and series of unlimited tax commercial paper notes constituting the Refunded Notes from the following series of the District's outstanding commercial paper notes:

Unlimited Tax Commercial Paper Program, Series A

Unlimited Tax Commercial Paper Program, Series B

EXHIBIT A

FORM OF PRICING CERTIFICATE

Re: Fort Bend Independent School District Unlimited Tax School Building and Refunding Bonds, Series ____ (the "Bonds")

I, the undersigned Chief Financial Officer of the Fort Bend Independent School District (the "District"), do hereby make and execute this Pricing Certificate pursuant to an order adopted by the Board of Trustees of the District on January __, 2021 (the "Order") authorizing the issuance of the referenced Bonds. Capitalized terms used in this Pricing Certificate shall have the meanings given such terms in the Order.

As authorized by Section 7.01 of the Order, I have acted on behalf of the District in selling the Bonds to _____ (collectively, the "Underwriters") pursuant to the terms of the Purchase Contract dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate.

A. The Bonds shall be designated the "Fort Bend Independent School District Unlimited Tax School Building and Refunding Bonds, Series ____." The Bonds shall be issued in the aggregate principal amount of \$_____ for the purposes specified in Section 3.01 of the Order.

B. The Bonds shall have a Dated Date of _____, and the Closing Date is scheduled for _____, 2021. The Record Date for the Bonds shall be the last Business Day of the month next preceding an Interest Payment Date.

C. The Bonds shall bear interest from the later of the [Dated/Closing] Date or the most recent Interest Payment Date to which interest has been paid or provided for, payable on each _____ and _____ commencing _____, 20__, until stated maturity or prior redemption. The Bonds shall mature on August 15 in each of the years, in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	_____%	20__	\$ _____	_____%
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____

D. The Refunded Notes to be refunded and/or defeased with a portion of the proceeds of the Bonds (the "Refunded Notes") are set forth in Schedule I-1 attached hereto. The Refunded Notes are scheduled to mature on the date set forth in Schedule I-1 hereto. The Refunded Notes shall be paid at maturity at a price equal to the principal amount thereof plus interest accrued thereon to their maturity date.

E. The Refunded Bonds to be refunded and/or defeased with a portion of the proceeds of the Bonds (the “Refunded Bonds”) are set forth in Schedule I-2 attached hereto. The Refunded Bonds are hereby called for redemption on the dates set forth in Schedule I-2 hereto. The Refunded Bonds shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

F. As provided in the Order, the refunding and defeasance of the Refunded Notes and the variable rate Refunded Bonds will benefit the District by providing long-term financing of the Refunded Notes and the variable rate Refunded Bonds at fixed rates, thereby reducing interest rate risk, and that such benefits constitute a valid public purpose and are sufficient consideration for the refunding.

G. The Bonds are [not] subject to optional [and mandatory] redemption as set forth in Exhibit A.

H. The following schedule shows the amount of voted authorization outstanding after the issuance of the Bonds:

Election	Amount Voted	Amount Previously Issued	Amount Charged Against Voted Authorization	Outstanding Commercial Paper being Refunded ⁽³⁾	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$ _____ ⁽¹⁾	\$ _____	\$ _____
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$ _____ ⁽²⁾	\$ _____	\$ _____

⁽¹⁾ Includes \$ _____ in premium counted against voted authorization.

⁽²⁾ Includes \$ _____ in premium counted against voted authorization.

⁽³⁾ Includes the full \$ _____ in principal amount of the District’s Unlimited Tax Commercial Paper Program, Series [A/B] being refunded or defeased with the proceeds of the Bonds.

I. Following the issuance of the Bonds under this Order, \$ _____ in new money bond authority remains under Section 3.01(a) of this Order and Section 2.01(a)(x) of the Variable Rate Order; \$ _____ in refunding bond authority remains under Section 3.01(b) of this Order and Section 2.01 (a)(y) of the Variable Rate Order; and \$ _____ in refunding bond authority remains under Section 3.01(c) of this Oder.

J. The undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the parameters contained in Sections 3.01 and 7.01 of the Order. The District has reserved the right to issue all remaining authority available under the Order and the Variable Rate Order following the issuance of the Bonds.

K. The proceeds of the Bonds shall be applied as follows (the sale of the Bonds generated premium in the amount of \$ _____, of which \$ _____ is allocated to the new money portion of the Bonds and \$ _____ is allocated to the refunding portion of the Bonds):

i. The amount of \$ _____, consisting of \$ _____ principal amount of the Bonds, plus premium received from the sale of the Bonds in the amount of \$ _____ [and available funds of the District in the amount of \$ _____], shall be used for the refunding of \$ _____ in principal amount of the Refunded Notes;

ii. Available funds of the District in the amount of \$ _____ shall be used to pay the interest accrued to the applicable maturity dates on the Refunded Notes.

iii. The amount of \$ _____, consisting of \$ _____ principal amount of the Bonds, plus premium received from the sale of the Bonds in the amount of \$ _____ and available funds of the District in the amount of \$ _____, shall be used for the refunding and defeasance of the Refunded Bonds;

iv. The amount of \$ _____, consisting of \$ _____ principal amount of Bonds plus premium received from the sale of the Bonds in the amount of \$ _____, shall be used for the construction, acquisition and equipment of school buildings in the District, including safety and security and technology infrastructure, for the purchase of necessary sites for school buildings and for the purchase of new school buses;

v. [Capitalized interest from premium received from the sale of the Bonds in the amount of \$ _____ shall be deposited to the interest and sinking fund for the Bonds and applied to the payment of interest on the Bonds during construction and for up to one year thereafter;]

vi. Premium received from the sale of the Bonds in the amount of \$ _____ (of which \$ _____ is allocated to the new money portion of the Bonds and \$ _____ is allocated to the refunding portion of the Bonds) shall be used to pay the costs of issuing the Bonds;

vii. Premium received from the sale of the Bonds in the amount of \$ _____ (of which \$ _____ is allocated to the new money portion of the Bonds and \$ _____ is allocated to the refunding portion of the Bonds) shall be used to pay underwriter's discount; [and]

viii. [Premium received from the sale of the Bonds in the amount of \$ _____ (of which \$ _____ is allocated to the new money portion of the Bonds and \$ _____ is allocated to the refunding portion of the Bonds), consisting of the rounding amount, shall be deposited to the interest and sinking fund designated for the Bonds; and]

ix. Any amounts remaining following the payment of the costs of issuing the Bonds shall be deposited into the interest and sinking fund designated for the Bonds.

L. In accordance with Section 12.01(a) of the Order, the information to be provided pursuant to the Rule shall include all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under Tables _____.

- M. _____ is hereby designated as Paying Agent/Registrar for the Bonds.
- N. _____ is hereby designated as the Escrow Agent for the Bonds.
- O. [_____, is hereby designated as Verification Agent for the Bonds.]
- P. [The purchase of Escrow Securities from _____ is hereby approved.]
- Q. [The Deposit Agreement between the District and _____ is hereby approved.]
- R. The Purchase Contract between the Underwriters and the District with respect to the Bonds is hereby approved, and the terms of such Purchase Contract are hereby determined to be the most advantageous reasonably attainable by the District.

[Signature Page Follows]

Executed this _____, 2021.

Authorized Officer
Fort Bend Independent School District

*Signature Page to Pricing Certificate
Fort Bend Independent School District Unlimited Tax School Building and Refunding Bonds, Series _____*

SCHEDULE I-1

SCHEDULE OF REFUNDED NOTES

SCHEDULE I-2

SCHEDULE OF REFUNDED BONDS

EXHIBIT A
FORM OF BOND

(a) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Fort Bend

FORT BEND INDEPENDENT SCHOOL DISTRICT
UNLIMITED ¹ BOND
SERIES ²

<u>INTEREST RATE:</u> _____ %	<u>MATURITY DATE:</u> _____	<u>[CLOSING/DATED]</u> <u>DATE:</u> _____	<u>CUSIP NO.:</u> _____
----------------------------------	--------------------------------	---	----------------------------

Fort Bend Independent School District (the "District"), in the County of Fort Bend, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the [Closing/Dated Date] specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, 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 to be paid semiannually on ³ and ⁴ of each year, commencing ⁵.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the

¹ Insert from Pricing Certificate.
² Insert from Pricing Certificate.
³ Insert from Pricing Certificate.
⁴ Insert from Pricing Certificate.
⁵ Insert from Pricing Certificate.

corporate trust office of ____⁶ (the “Paying Agent/Registrar”), or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrars, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the ____⁷ day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 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 special payment date of the past due interest (the “Special Payment Date,” which date 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 owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is [dated of ____⁸ and is]one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$ ____⁹, (herein referred to as the “Bonds”), issued pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), to provide funds for (i) the construction, acquisition and equipment of school buildings in the District, including safety and security and technology infrastructure for the District, the purchase of the necessary sites for school buildings, and the purchase of new school buses, (ii) the refunding of certain outstanding obligations of the District, and (iii) to pay the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking

⁶ Insert from Pricing Certificate.

⁷ Insert from Pricing Certificate.

⁸ Insert from Pricing Certificate.

⁹ Insert from Pricing Certificate.

fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

[This Bond is not subject to redemption prior to maturity.]¹⁰

[The District has reserved the option to redeem the Bonds maturing on and after _____¹¹, in whole or, from time to time, in part before their respective scheduled maturity dates, on _____¹², or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.]¹³

[Bonds maturing on _____¹⁴ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>§ 15 Term Bonds Maturing 16</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
<u>17</u>	<u>18</u>

The Paying Agent/Registrar will select for redemption by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]¹⁹

[Not less than 30 days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners

¹⁰ Delete if Bonds are subject to redemption prior to maturity.
¹¹ Insert from Pricing Certificate.
¹² Insert from Pricing Certificate.
¹³ Delete if Bonds are not subject to redemption prior to maturity.
¹⁴ Insert from Pricing Certificate.
¹⁵ Insert from Pricing Certificate.
¹⁶ Insert from Pricing Certificate.
¹⁷ Insert from Pricing Certificate.
¹⁸ Insert from Pricing Certificate.
¹⁹ Delete if Term Bonds are not issued.

of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.]²⁰

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and

²⁰ Delete if Bonds are not subject to redemption prior to maturity.

have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Fort Bend Independent School District

[Vice]²¹ President, Board of Trustees
Fort Bend Independent School District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

_____²²,
as Paying Agent/Registrar

Date: _____

By: _____

²¹ Delete if the President of the Boar executes the Bonds.

²² Insert from Pricing Certificate.

(c) 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 hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

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 and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Authorized Signatory

(d) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond:

PERMANENT SCHOOL FUND GUARANTEE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Fort Bend Independent School District of its Unlimited Tax ²³, Series ²⁴, dated ²⁵, in the principal amount of \$ ²⁶ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's

²³ Insert from Pricing Certificate.

²⁴ Insert from Pricing Certificate.

²⁵ Insert from Pricing Certificate.

²⁶ Insert from Pricing Certificate.

commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

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



Mike Morath
Commissioner of Education

(e) The Initial Bond for each series of Bonds shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

(A) immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and “CUSIP NO. _____” deleted;

(B) in the first paragraph the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on _____²⁷ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

(Information to be inserted from the Pricing Certificate); and

(C) the Initial Bond for each series of Bonds shall be numbered I-1.

(D) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond for each series of Bonds:

²⁷ Insert from Pricing Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

[SEAL]

Comptroller of Public Accounts
of the State of Texas

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

I, the undersigned officer of the Board of Trustees of Fort Bend Independent School District, hereby certify as follows:

1. The Board of Trustees of Fort Bend Independent School District convened in regular meeting on the 19th day of January, 2021, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Addie Heyliger	President, Position 6
Dave Rosenthal	Vice President, Position 7
Grayle James	Secretary, Position 2
Angie Hanan	Trustee, Position 1
Jim Rice	Trustee, Position 3
Shirley Rose-Gilliam	Trustee, Position 4
Denetta R. Williams	Trustee, Position 5

and all of said persons were present, except the following absentee(s): ____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

AN ORDER AUTHORIZING THE ISSUANCE OF FORT BEND INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

_____ Member(s) shown present voted "Aye."

_____ Member(s) shown present voted "No."

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said

order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 19th day of January, 2021.

Secretary, Board of Trustees
Fort Bend Independent School District

[SEAL]

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Review: Approval of a Variable-Rate Bond Order for Refunding Commercial Paper
References: Board Policy CCA (Legal) Scalable Systems
Department: Business and Finance

Recommendation

Consideration and possible approval of an order authorizing the issuance of FBISD Variable-Rate Unlimited Tax Refunding Bonds, which may be issued in one or more series; providing for the award of the sale thereof in accordance with specified parameters; and enacting other provisions relating thereto (the “Variable-Rate Order”).

Summary

In connection with the two outstanding bond programs listed below, the District has the following voted authorization, amounts issued, and amounts unissued:

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$42,000,000
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$604,480,000

The attached Variable-Rate Order addresses three distinct financing goals.

1. Refinancing Outstanding Commercial Paper:

The District issues CP for cash flow needs, and it is anticipated that the District will have issued anywhere from \$100-\$150 million in CP by late Spring 2021, which will be deducted from the available voted authorization from the 2018 and 2014 elections listed above. A maximum of \$150 million in CP can be outstanding at any time.

This Variable-Rate Order authorizes the District to refinance the outstanding CP notes with variable-rate bonds. The issuance of refunding bonds to refinance the up to \$150 million of CP expected to be outstanding will free up capacity under the CP program for additional CP draws and provide long-term financing for the outstanding CP notes being refinanced.

The 2018 Bond cash flow projection shows that the District could reach another \$150 million of CP by the fourth quarter of 2021. Therefore, Administration would like the flexibility to refund up to \$300 million of CP. Such refunding would take place in two or more series given the \$150 million limit on the amount of CP that may be outstanding at any time.

Administration also recommends having the flexibility to refinance the outstanding CP with fixed-rate bonds if it is in the best interest of the District. A fixed-rate new money and refunding bond order (the "Fixed-Rate Order") providing that flexibility is presented as a separate agenda item.

The Variable-Rate Order and the Fixed-Rate Order are drafted so that the total amount of bonds that can be issued under the two orders is capped as provided below.

2. Issuance of New Money Bonds for Projects:

Depending on market conditions in 2021, the Administration is seeking flexibility to potentially issue up to \$300 million of variable-rate new money bonds for projects without utilizing the CP program. Having the flexibility to issue new money bonds if market conditions continue to be favorable and 2018 Bond cash flow needs persist would allow the District to avoid having back-to-back debt transactions.

The amount of variable-rate debt that could be issued is required to meet the District's Fiscal Strategy for variable-rate debt exposure of at or below 25% of total principal outstanding. The Fiscal Strategy states the District may exceed the 25% threshold but only until the \$150 million of CP is refunded by issuing fixed-rate debt that would be expected to be completed within a maximum of six months. The District's variable-rate debt was 17.92% as of November 30, 2020 without CP and 18.46% with CP.

3. Refunding Certain Outstanding Variable-Rate Bonds in Order to Achieve Market Efficiencies:

The District currently has \$46,710,000 of its Series 2017D Bonds (the "Series 2017D Bonds") outstanding, of which \$45,495,000 is eligible to be refunded. The Series 2017D Bonds are variable-rate bonds that are outstanding in an Initial Rate Period expiring on August 1, 2021. During the Initial Rate Period, the Series 2017D Bonds bear interest at an initial rate of 1.50%.

Upon the expiration of the Initial Rate Period, the District must convert the bonds to a new Rate Period unless it acts to refinance (refund) the bonds.

The Variable-Rate Order also contains authority to refund the Series 2017D Bonds as part of a larger variable-rate issuance if market conditions favor that approach. Because the total principal amount of the Series 2017D Bonds has dipped below \$50,000,000, the District may be able to achieve market efficiencies through a combination of new money and refunding issue than through the remarketing of the Series 2017D Bonds.

The separate Fixed-Rate Order provides the Administration with the flexibility to refinance the Series 2017D Bonds through a fixed-rate refunding if that approach would be more beneficial to the District than remarketing the Series 2017D Bonds or refunding them with variable-rate bonds.

In the event that a conversion of the Series 2017D Bonds would be more beneficial to the District than a variable-rate or fixed-rate refinancing, the separate conversion order would authorize the conversion of the Series 2017D Bonds to a new Term Rate Period (variable-rate) or to a fixed-rate being presented as a separate agenda item.

Therefore, with the potential (i) refinancing of up to \$300 million of outstanding CP over the course of the year, (ii) refunding of up to \$45,495,000 of the Series 2017D Bonds, and (iii) issuance of up to \$300 million in new money bonds, Administration is requesting approval the Variable-Rate Order. The Variable-Rate Order provides for, and authorizes the following:

- A. The issuance of variable-rate refunding bonds to refinance any outstanding CP in a total principal amount not to exceed \$300,000,000;
- B. The issuance of variable-rate new money bonds in a principal amount not to exceed \$300,000,000;
- C. The total principal amount of bonds that may be issued under the Variable-Rate Order and the Fixed-Rate Order (separate board agenda item) for the purpose of fixing-out outstanding CP and issuing new money bonds cannot exceed \$300,000,000;
- D. The issuance of variable-rate refunding bonds to refund the Series 2017D Bonds in a principal amount not to exceed \$45,495,000;
- E. The issuance of the bonds is anticipated to be tax-exempt;
- F. The bonds may be designated as green bonds;
- G. The designation of the Superintendent and Chief Financial Officer as Pricing Officers authorized to establish final terms of the bonds issued under the Variable-Rate Order within the parameters contained in Section 2.01 of the Variable-Rate Order;
- H. A maximum maturity of any bonds issued not to exceed 40 years;

- I. The preparation of a Preliminary Offering Memorandum to be used in the connection with the issuance of the bonds in accordance with the District's Disclosure Strategy; and
- J. The authority to issue bonds under the Variable-Rate Order for one year from the date the order is executed.

The District's bond counsel, Bracewell LLP has prepared and reviewed the Variable-Rate Order, and the District's financial advisor, Hilltop Securities, has also reviewed the Variable-Rate Order.

As required by the Fiscal and Budgetary Strategy, Exhibit A (Disclosure Strategy), approved by the Board in October 2020, the Chief Financial Officer will provide a summary of the pricing as well as the final Official Statement to the Board for each debt transaction shortly after the transaction has priced.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Kelly Schlacks
Executive Director of Finance

ORDER
AUTHORIZING THE ISSUANCE OF

FORT BEND INDEPENDENT SCHOOL DISTRICT
VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS,
WHICH MAY BE ISSUED IN ONE OR MORE SERIES

Adopted: January 19, 2021

TABLE OF CONTENTS

Page

**ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definitions.....3
Section 1.02. Table of Contents Titles, and Headings.....12
Section 1.03. Interpretation.....12

**ARTICLE II
AUTHORIZATION; GENERAL TERMS; TAX LEVY; INTEREST AND SINKING FUND**

Section 2.01. Authorization13
Section 2.02. Date, Denomination Maturities, and Interest.....15
Section 2.03. Medium, Method, and Place of Payment.....15
Section 2.04. Execution and Registration of Bonds16
Section 2.05. Ownership.....17
Section 2.06. Registration, Transfer, and Exchange.....18
Section 2.07. Book-Entry Only System.....18
Section 2.08. Payments and Notices to Cede & Co.....19
Section 2.09. Successor Securities Depository; Transfer Book-Entry Only
System.....20
Section 2.10. Variable Rate and Flexible Rate Bonds Held in Book-Entry Only
System.....20
Section 2.11. Cancellation20
Section 2.12. Replacement Bonds20
Section 2.13. Tax Levy21
Section 2.14. Interest and Sinking Fund.....22
Section 2.15. Application of Chapter 1208, Government Code23

**ARTICLE III
INTEREST RATES ON BONDS**

Section 3.01. Initial Interest Rates; Subsequent Interest Rates; No Liquidity
Facility During Initial Rate Period.....23
Section 3.02. Variable Rates; Conversions to Variable Rate Periods.....23
Section 3.03. Flexible Rates; Conversions to Flexible Rate Periods.....31
Section 3.04. Fixed Rate Conversion at Option of the District33
Section 3.05. Interest on Purchased Bonds.....37

**ARTICLE IV
TENDER AND PURCHASE OF BONDS**

Section 4.01. Optional Tenders During Certain Variable Rate Periods37
Section 4.02. Mandatory Tender After Flexible Rate Periods.....41

Section 4.03.	Mandatory Tender Upon Variable Rate Conversion or Flexible Rate Conversion; Conversion from Term Rate Period with No Liquidity Facility	42
Section 4.04.	Mandatory Tender Upon Fixed Rate Conversion	43
Section 4.05.	Mandatory Tender Upon Expiration or Voluntary Termination of Liquidity Facility	44
Section 4.06.	Mandatory Tender Upon Notice of Termination	45
Section 4.07.	Mandatory Tender at Direction of District	45
Section 4.08.	Mandatory Tender at End of Initial Rate Period	46

ARTICLE V
REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01.	Limitation on Redemption	47
Section 5.02.	Optional Redemption	47
Section 5.03.	Scheduled Mandatory Redemption	48
Section 5.04.	Additional Mandatory Redemption	49
Section 5.05.	Special Mandatory Redemption	50
Section 5.06.	Partial Redemption	50
Section 5.07.	Notice of Redemption	51
Section 5.08.	Payment Upon Redemption	52
Section 5.09.	Effect of Redemption	52

ARTICLE VI
PAYING AGENT/REGISTRAR; REMARKETING AGENT; TENDER AGENT

Section 6.01.	Appointment of Initial Paying Agent/Registrar	52
Section 6.02.	Qualifications	52
Section 6.03.	Maintaining Paying Agent/Registrar	53
Section 6.04.	Termination	53
Section 6.05.	Notice of Change to Owners	53
Section 6.06.	Agreement to Perform	53
Section 6.07.	Delivery of Records to Successor	53
Section 6.08.	Appointment of Initial Remarketing Agent	53
Section 6.09.	Appointment of Initial Tender Agent	53
Section 6.10.	Maintaining Remarketing Agent and Tender Agent	54
Section 6.11.	Maintaining a Liquidity Facility	54

ARTICLE VII
FORM OF THE BONDS

Section 7.01.	Form Generally	54
Section 7.02.	CUSIP Registration	55
Section 7.03.	Legal Opinion	55

ARTICLE VIII
SALE AND DELIVERY OF BONDS; AND DEPOSIT OF PROCEEDS

Section 8.01.	Sale of Bonds; Offering Memorandum.....	55
Section 8.02.	Control and Delivery of Bonds	56
Section 8.03.	Deposit of Proceeds	56

ARTICLE IX
INVESTMENTS

Section 9.01.	Investments	57
Section 9.02.	Investment Income.....	57

ARTICLE X
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01.	Payment of the Bonds	57
Section 10.02.	Other Representations and Covenants	57
Section 10.03.	Federal Tax Matters	58

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.01.	Events of Default	59
Section 11.02.	Remedies for Default	60
Section 11.03.	Remedies Not Exclusive	60

ARTICLE XII
DISCHARGE

Section 12.01.	Discharge	60
----------------	-----------------	----

ARTICLE XIII
CONTINUING DISCLOSURE UNDERTAKING

Section 13.01.	Annual Reports	60
Section 13.02.	Event Notices	61
Section 13.03.	Limitations, Disclaimers and Amendments.....	63
Section 13.04.	Amendments to the Rule.....	64

ARTICLE XIV
AMENDMENTS AND SUPPLEMENTS TO ORDER

Section 14.01.	Without Consent of Owners.....	64
Section 14.02.	With Consent of Owners.....	65
Section 14.03.	Effect of Consents.....	66
Section 14.04.	Notation on or Exchange of Bonds.....	66
Section 14.05.	Notice to Owners	66

ARTICLE XV
PERMANENT SCHOOL FUND GUARANTEE

Section 15.01. Permanent School Fund Guarantee.....66

ARTICLE XVI
SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT;
PAYMENT OF REFUNDED OBLIGATIONS

Section 16.01. Subscription for Securities.....67
 Section 16.02. Appointment of Escrow Agent; Approval of Escrow Agreement;
 Deposit with Paying Agent for Refunded Obligations67
 Section 16.03. Payment of Refunded Obligations; Redemption of Refunded
 Obligations.....67

ARTICLE XVII
MISCELLANEOUS

Section 17.01. Notice.....67
 Section 17.02. Notice to Rating Agencies68
 Section 17.03. Benefits of Order.....68
 Section 17.04. Inconsistent Provisions68
 Section 17.05. Governing Law68
 Section 17.06. Severability68
 Section 17.07. Public Meeting.....68
 Section 17.08. Incorporation of Preamble Recitals69
 Section 17.09. No Recourse Against District Officials69
 Section 17.10. Further Procedures69
 Section 17.11. Effective Date69

Schedule I Schedule of Refunded Obligation Candidates
 Exhibit A Form of Officer’s Pricing Certificate

AN ORDER AUTHORIZING THE ISSUANCE OF FORT BEND INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of Fort Bend Independent School District (the “District”), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the “Refunded Obligation Candidates”), which are secured by and payable from ad valorem taxes levied, assessed and collected, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Officer’s Pricing Certificate(s) (as hereinafter defined) and shall be refunded pursuant to this Order and the Officer’s Pricing Certificate(s); and

WHEREAS, Chapter 1207, Texas Government Code, as amended (“Chapter 1207”) authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Obligations, and to accomplish such refunding or defeasance by depositing directly with a issuing and paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the District desires to authorize the execution of one or more escrow agreements or deposit agreements in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the Board of Trustees of the District (the “Board”) hereby finds and determines that the refunding of the Refunded Notes (as defined herein) as contemplated in this Order will benefit the District by providing long-term financing of the Refunded Notes and reducing market risks to the District, and that such benefits constitute a valid public purpose and are sufficient consideration for the refunding contemplated herein; and

WHEREAS, the Board hereby finds and determines that the refunding of the Refunded Bonds (as defined herein) as contemplated in this Order will benefit the District by providing long-term financing of the Refunded Bonds, additional market efficiencies versus the remarketing of the Refunded Bonds, and reduced market risks to the District, and that such benefits constitute a valid public purpose and are sufficient consideration for the refunding contemplated herein; and

WHEREAS, the Board hereby finds and determines that the manner in which the refunding of the Refunded Obligations is being executed does not make it practicable to make the determination required by Section 1207.008(a)(2); and

WHEREAS, the Board hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its refunding bonds at this time, and

WHEREAS, the District desires to issue, either in combination with such refunding bonds or on a stand-alone basis as part of a separate series of bonds, school building bonds voted by the voters of the District pursuant to the Constitution and laws of the State of Texas, including particularly Chapter 45 of the Texas Education Code, as amended (“Chapter 45”) at elections held within the District on November 4, 2014 (the “2014 Election”) and on November 6, 2018 (the “2018 Election,” and together with the 2014 Election, the “Elections”); and

WHEREAS, at said Elections the voters authorized the amount of school building bonds set forth below in the following schedule, such schedule also showing amounts previously issued pursuant to such voted authorization; and

Election	Amount Voted	Amount Previously Issued	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$42,000,000
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$604,480,000

WHEREAS, the Board does hereby determine that the school building bonds in the amounts specified in Section 2.01 of this Order should be issued as a portion and installment of school building bonds voted as Proposition No. 1 at the 2014 Election or Proposition A at the 2018 Election as identified in the pricing certificate authorizing the issuance of such bonds; and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of such school building bonds for the construction, acquisition, and equipment of school buildings in the District, including safety and security and technology infrastructure, for the purchase of necessary sites for school buildings, and for the purchase of new school buses; and

WHEREAS, the school building bonds are authorized to be issued pursuant to Chapter 45; and

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

WHEREAS, the Board has determined to authorize the issuance of bonds bearing interest at a variable rate or rates per annum and to authorize and direct an authorized officer of the District to act on behalf of the District to determine the terms and conditions, within the parameters as herein set forth, to be satisfied in selling and delivering the bonds and in carrying out the other procedures specified in this Order as authorized under Chapter 1207 and Chapter 1371; and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF FORT BEND INDEPENDENT SCHOOL DISTRICT:

**ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Acts” means Chapter 45, Chapter 1207 and Chapter 1371.

“Additional Mandatory Redemption” shall mean the mandatory redemptions described in Section 5.04 of this Order.

“Authorized Denominations” shall mean, unless otherwise provided in an Officer’s Pricing Certificate, (a) with respect to Bonds bearing interest at the Initial Rate, \$5,000 and integral multiples thereof; (b) with respect to Bonds bearing interest at a Flexible Rate or a Variable Rate (other than the Initial Rate and the Term Rate), \$100,000 and any integral multiple of \$5,000 in excess thereof; and (c) with respect to Bonds bearing interest at a Term Rate or a Fixed Rate, \$5,000 and integral multiples thereof.

“Bank” shall mean the provider (one or more) from time to time of any Liquidity Facility relating to the Bonds or any subseries thereof.

“Bank Rate” shall have the meaning given such term in a Liquidity Facility at any one time in effect.

“Board” shall mean the Board of Trustees of the District.

“Bonds” shall mean the “Fort Bend Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds” or any series, subseries, tranche or maturity thereof, as the context requires, authorized for issuance pursuant to the terms of this Order and as further described in the Officer’s Pricing Certificate.

“Bond Counsel” means Bracewell LLP or such other nationally recognized bond counsel engaged by the District from time to time.

“Book-Entry Only System” shall mean the system maintained by the securities depository described in Sections 2.07 and 2.09.

“Business Day” shall mean any day other than (a) a Saturday, Sunday or legal holiday, or (b) a day on which banking institutions located in New York, New York, Houston, Texas, or in any city in which the corporate trust office or designated payment/transfer office of the Paying Agent/Registrar, the Tender Agent or the Bank or the primary office of the Remarketing Agent are located, are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange or DTC is closed.

“Chapter 45” shall mean Chapter 45, Texas Education Code, as amended.

“Chapter 1207” shall mean Chapter 1207, Texas Government Code, as amended.

“Chapter 1371” shall mean Chapter 1371, Texas Government Code, as amended.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Conversion Date” shall mean: (a) with respect to Bonds converted to the Fixed Rate Period, the Fixed Rate Conversion Date; (b) with respect to Bonds converted to a particular type of Variable Rate Period, the Weekly Rate Conversion Date, the Monthly Rate Conversion Date, the Quarterly Rate Conversion Date, the Semiannual Rate Conversion Date and the Term Rate Conversion Date, as applicable; and (c) with respect to Bonds converted to a Flexible Rate Period or Periods, the Flexible Rate Conversion Date.

“Costs of Credit Agreements” shall mean, collectively, Costs of Liquidity Facility, any fees of the Remarketing Agent, any fees of the Tender Agent, and any other costs, fees or expenses with respect to or in connection with a Liquidity Facility, the Remarketing Agreement, the Tender Agent Agreement and any other Credit Agreement entered into in connection with the Bonds.

“Costs of Liquidity Facility” shall mean the obligations of the District to a Bank due or to become due under a Liquidity Facility or under the Purchased Bonds.

“Credit Agreement” has the meaning assigned to that term by Section 1371.001(1), Texas Government Code, as amended.

“Dated Date” shall have the dated date of the Bonds set forth in the Officer’s Pricing Certificate.

“District” shall mean the Fort Bend Independent School District, located in Fort Bend County, Texas.

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

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

“Escrow Agent” shall mean the Escrow Agent designated in the Officer’s Pricing Certificate.

“Escrow Agreement” shall mean that certain Escrow Agreement between the District and the Escrow Agent pertaining to the Refunded Obligations.

“Escrow Fund” shall mean the fund by that name established pursuant to the Escrow Agreement.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Event of Default” shall mean any event of default as defined in Section 11.01 of this Order.

“Excess Interest Funds” shall mean Subsection (a) Excess Interest Funds and/or Subsection (b) Excess Interest Funds, as context requires.

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

“Fitch” shall mean Fitch Ratings, and its successors and assigns.

“Fixed Rate” shall mean the per annum rate or rates of interest the Bonds shall bear during the Fixed Rate Period pursuant to Section 3.04.

“Fixed Rate Conversion Date” shall mean the date on which the Bonds are converted to bear interest at the Fixed Rate pursuant to Section 3.04.

“Fixed Rate Order” shall mean the order of the District dated the date hereof entitled “An Order Authorizing the Issuance of Fort Bend Independent School District Unlimited Tax School Building and Refunding Bonds, Which May Be Issued in One or More Series; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; and Enacting Other Provisions Relating Thereto.”

“Fixed Rate Period” shall mean the period beginning on a Fixed Rate Conversion Date and ending at the stated maturity or maturities of the Bonds, during which Bonds bear interest at one or more Fixed Rates.

“Flexible Rate” shall mean, with respect to any particular Bond, the per annum interest rate determined for each Flexible Rate Period applicable thereto pursuant to Section 3.03.

“Flexible Rate Conversion Date” shall mean the date on which the Bonds are converted to bear interest at Flexible Rates pursuant to Section 3.03(b).

“Flexible Rate Period” shall mean each period (not less than 7 calendar days and not exceeding 270 calendar days) during which a Bond bears interest at a Flexible Rate.

“Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law in existence on the date the Board adopts or approves any proceedings authorizing the defeasance of the Bonds or the issuance of refunding bonds that may be used to defease the Bonds.

“Highest Lawful Rate” shall mean with respect to the Bonds, the lesser of (a) 15% per annum or (b) the maximum net effective interest rate permitted by law to be paid thereon as provided by Section 1204.006, Texas Government Code, as amended, or any successor statute.

“Initial Bond” shall mean the initial Bond (one or more) authorized by Section 2.04(d) of this Order.

“Initial Rate” shall mean the initial interest rate or rates the Bonds (which may include separate rates for separate maturities of the Bonds) shall bear during the Initial Rate Period(s). The Initial Rate(s) shall be set forth in the Officer’s Pricing Certificate.

“Initial Rate Period” shall mean the period (or periods) commencing on the Issuance Date and ending on the date (or dates) specified as such in the Officer’s Pricing Certificate.

“Interest and Sinking Fund” shall mean the interest and sinking fund established by Section 2.14 of this Order.

“Interest Payment Date” shall mean, unless otherwise provided in the Officer’s Pricing Certificate: (a) with respect to Bonds bearing interest at the Initial Rate, each February 1 and August 1 during the Initial Rate Period, beginning on the first such date occurring after the Issuance Date, (b) with respect to Bonds bearing interest at the Weekly Rate or Monthly Rate, the first Business Day of each calendar month beginning on the first such date occurring after the Weekly Rate Conversion Date or Monthly Rate Conversion Date, as applicable; (c) with respect to Bonds bearing interest at the Quarterly Rate, the first Business Day of the third calendar month following the month in which the Quarterly Rate Conversion Date occurs and the first Business Day of each third calendar month thereafter; (d) with respect to Bonds bearing interest at the Term Rate, each February 1 and August 1, beginning on the first such date occurring after the Term Rate Conversion Date; (e) with respect to Bonds bearing interest at the Semiannual Rate, the first day of the sixth calendar month following the month in which the Semiannual Rate Conversion Date occurs and the first day of each sixth month thereafter; (f) with respect to Bonds bearing interest at the Fixed Rate, each February 1 and August 1, beginning on the first such date occurring after the Fixed Rate Conversion Date; (g) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of 183 days or shorter, the first Business Day after the last day of each such Flexible Rate Period; (h) with respect to any particular Bond bearing interest at a Flexible Rate for a Flexible Rate Period of longer than 183 days, each February 1 and August 1 occurring within such Flexible Rate Period, beginning on the first such date occurring after the applicable Flexible Rate Conversion Date, and the first Business Day after the last day of such Flexible Rate Period; (i) with respect to the Purchased Bonds, the respective dates set forth in a Liquidity Facility; (j) each mandatory tender date pursuant to Sections 4.05 and 4.06 of this Order; (k) each Conversion Date, in the event such date is not an Interest Payment Date established pursuant to the preceding clauses (a) through (j); and (l) with respect to Bonds bearing interest in any Rate Period, the maturity date for the Bonds or scheduled mandatory sinking fund redemption dates for the Bonds subject to mandatory sinking fund redemption.

“Issuance Date” shall mean the date of the initial delivery of and payment for the Bonds by the Underwriter.

“Liquidity Facility” shall mean a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase obligations, purchase or sale agreement, or any similar agreement with a Bank for the provision of liquidity on the Bonds. The District shall not obtain a Liquidity Facility unless it first receives an Opinion of Bond Counsel. If a Liquidity Facility to be obtained by the District in connection with the Bonds constitutes a Credit Agreement, the proceedings of the District authorizing such Liquidity Facility shall be submitted to the Attorney General for approval to the extent required by Chapter 1371, Texas Government Code, as amended. There shall be no Liquidity Facility with respect to Bonds in an Initial Rate Period, and, unless otherwise determined by a Pricing Officer in accordance with the provisions of this Order, there shall be no Liquidity Facility with respect to Bonds converted to a Term Rate Period following an Initial Rate Period.

“Maximum Rate” shall mean the rate of interest therefor set forth in the Officer’s Pricing Certificate, but not greater than the rate set forth in Section 2.01(b), unless increased by an order

adopted by the Board; provided, that in no event may it exceed the Highest Lawful Rate. Regardless of such approval by the Board, no rate of interest higher than the Maximum Rate shall be effective unless and until (i) the District and the Bank amend any Liquidity Facility accordingly, (ii) the District is able to demonstrate that the District has the projected ability to pay the principal and interest on the Bonds assuming such higher interest rate in the manner required by Section 45.0031, Texas Education Code, or any successor statute in effect at such time, and (iii) the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel.

“Monthly Rate” shall mean the per annum interest rate to be determined for the Bonds on a monthly basis during a Monthly Rate Period pursuant to Section 3.02(c).

“Monthly Rate Conversion Date” shall mean the day on which the Bonds are converted to bear interest at a Monthly Rate pursuant to Section 3.02(g) or (h).

“Monthly Rate Period” shall mean each period during which the Bonds bear interest at a Monthly Rate.

“Moody’s” shall mean Moody’s Investors Services, Inc., and its successors and assigns.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Notice of Termination” shall mean receipt by the District of a notice from the Bank of the occurrence of an event of default under the applicable provisions of a Liquidity Facility and the Bank has elected to terminate the Liquidity Facility.

“Officer’s Pricing Certificate” shall mean a certificate signed by a Pricing Officer and containing the information regarding the Bonds substantially in the form of Exhibit A hereto or a certificate signed by a Pricing Officer in connection with the remarketing or conversion of or other change to the Bonds in accordance with the provisions of this Order.

“Opinion of Bond Counsel” means an opinion of nationally recognized bond counsel addressed to the District and the Paying Agent/Registrar and stating, unless otherwise specified herein, that the action proposed to be taken is authorized or permitted by this Order and State law and does not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

“Order” shall mean this order authorizing the issuance of the Bonds, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“Outstanding” shall mean when used to modify Bonds, Bonds issued, authenticated and delivered under this Order, excluding (i) Bonds which have been exchanged or replaced or otherwise surrendered for cancellation, (ii) Bonds which have been paid, (iii) Bonds which have become due and for the payment of which money has been duly provided, (iv) Bonds deemed tendered for purchase and not delivered to the Tender Agent on the applicable purchase date, provided sufficient funds for payment of the Purchase Price are on deposit with the Tender Agent, and (v) Bonds that have been refunded, discharged or defeased in accordance with applicable law.

“Owner” shall mean the person who is the registered owner of a Bond or Bonds, as shown in the Register, including any Bank as the purchaser of Purchased Bonds pursuant to a Liquidity Facility.

“Paying Agent/Registrar” shall mean, the paying agent/registrar for the Bonds designated in the Officer’s Pricing Certificate, or any successor thereto as provided in this Order.

“Payment Fund” shall mean the fund described in Section 4.01(d)(ii) hereof.

“Pricing Officer” shall mean the person serving as either Superintendent of the District or the Chief Financial Officer of the District, whether in a permanent capacity or in an interim capacity.

“Purchase Contract” means one or more purchase contracts between the District and the Underwriter pertaining to the sale of the Bonds.

“Purchase Price” shall mean, with respect to each Bond (or any portion thereof) tendered for purchase pursuant to Article IV hereof, the par amount thereof, plus accrued but unpaid interest thereon to the date of purchase; provided, however, that accrued interest will not be taken into account in the computation of the Purchase Price with respect to the Bonds if the applicable date of purchase is an Interest Payment Date.

“Purchased Bonds” shall mean the Bonds purchased by the Bank pursuant to the terms of a Liquidity Facility from and including the date as of which the Bonds are purchased by the Bank to, but not including, the earliest of (a) their maturity or redemption or their satisfaction and discharge by other means, (b) their remarketing by the Remarketing Agent pursuant to this Order and the Remarketing Agreement, or (c) their conversion to a Fixed Rate Period or to a Term Rate Period for which a Liquidity Facility has not been provided. Purchased Bonds may be separately defined in a Liquidity Facility.

“Quarterly Rate” shall mean the per annum interest rate to be determined for the Bonds on a quarterly basis pursuant to Section 3.02(d).

“Quarterly Rate Conversion Date” shall mean the date on which the Bonds are converted to bear interest at a Quarterly Rate pursuant to Section 3.02(g) or (h).

“Quarterly Rate Period” shall mean the period during which the Bonds bear interest at a Quarterly Rate.

“Rate Determination Date” shall mean the date on which the Remarketing Agent determines the rate of interest to be borne by Bonds bearing interest at a Variable Rate pursuant to Section 3.02(b), (c), (d), (e), or (f), or by Bonds bearing interest at a Flexible Rate pursuant to Section 3.03(a), as applicable.

“Rate Period” shall mean the period during which the Bonds (which may include separate Rate Periods for separate maturities of the Bonds) bear interest at a Variable Rate, a Flexible Rate or a Fixed Rate pursuant to Article III.

“Rating Agency” shall mean Moody’s, S&P or Fitch or any other national credit rating agency then rating the Bonds at the request of the District.

“Record Date” shall mean, unless otherwise provided in an Officer’s Pricing Certificate, (i) with respect to Bonds bearing interest at a Weekly Rate, Monthly Rate, Quarterly Rate, Flexible Rate, Initial Rate or Term Rate, the close of business on the Business Day immediately preceding the Interest Payment Date and (ii) with respect to Bonds bearing interest at a Semiannual Rate or a Fixed Rate the close of business on the first day of the month in which such Interest Payment Date occurs.

“Refunded Bonds” means those unlimited tax bonds designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates described in Schedule I attached hereto.

“Refunded Notes” means those unlimited tax commercial paper notes designated as such in the Officer’s Pricing Certificate from the list of Refunded Obligation Candidates described in Schedule I attached hereto.

“Refunded Obligation Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Obligations in the Officer’s Pricing Certificate.

“Refunded Obligations” means the Refunded Bonds and/or the Refunded Notes.

“Register” shall mean the Register specified in Section 2.06(a) of this Order.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Remarketing Agent” shall mean the remarketing agent for the Bonds designated in the Officer’s Pricing Certificate, or such other party selected from time to time by the District to serve as remarketing agent for the Bonds while the Bonds are Outstanding in a Variable Rate Period or a Flexible Rate Period.

“Remarketing Agreement” shall mean the Remarketing Agreement as in effect from time to time between the District and the Remarketing Agent pertaining to the Bonds.

“Representation Letter” means the Blanket Letter of Representations between the District and DTC.

“Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

“S&P” shall mean S&P Global Ratings, a division of Standard and Poor’s Financial Services LLC business, and its successors and assigns.

“SEC” shall mean the United States Securities and Exchange Commission.

“Semiannual Rate” shall mean the per annum interest rate to be determined for the Bonds on a semiannual basis during a Semiannual Rate Period pursuant to Section 3.02(e).

“Semiannual Rate Conversion Date” shall mean the day on which the Bonds are converted to bear interest at a Semiannual Rate pursuant to Section 3.02(g) or (h).

“Semiannual Rate Period” shall mean each period during which the Bonds bear interest at a Semiannual Rate.

“Special Record Date” has the meaning assigned to such term in Section 2.03(g) of this Order.

“State” shall mean the State of Texas.

“Stated Expiration Date” shall mean, with respect to a Liquidity Facility, the stated date of expiration specified in such Liquidity Facility (or if such day is not a Business Day, the Business Day next succeeding such day), as such date may be extended from time to time in accordance with the provisions of such Liquidity Facility.

“Stepped Rate” shall mean the per annum rate of interest for the Bonds during the Stepped Rate Period(s) as specified in an Officer’s Pricing Certificate, which Stepped Rate shall never exceed the Maximum Rate.

“Stepped Rate Period” shall mean each period during which the Bonds bear interest at the Stepped Rate, which shall commence on a mandatory tender date that is rescinded for such Bonds in accordance with the provisions of Section 4.03(g) or Section 4.08, as applicable, and shall continue through a subsequent redemption, conversion or remarketing of such Bonds in accordance with the provisions of this Order.

“Subsection (a) Excess Interest Funds” shall have the meaning ascribed thereto in Section 5.04(a) of this Order.

“Subsection (b) Excess Interest Funds” shall have the meaning ascribed thereto in Section 5.04(b) of this Order.

“Tender Agent” shall mean the tender agent for the Bonds designated in the Officer’s Pricing Certificate, or any successor thereto as provided in this Order.

“Tender Agent Agreement” shall mean the Tender Agent Agreement as in effect from time to time among the District, the Tender Agent and the Remarketing Agent pertaining to the Bonds.

“Term Rate” shall mean the per annum interest rate to be determined for the Bonds and effective for a period of no less than nine (9) months during a Term Rate Period pursuant to Section 3.02(f) of this Order.

“Term Rate Conversion Date” shall mean the day the Bonds are converted to bear interest at a Term Rate pursuant to Section 3.02(g) or (h) of this Order, including a conversion from a Term

Rate Period to a new Term Rate Period (of the same or a different duration as the then-expiring Term Rate Period) pursuant to the provisions of this Order.

“Term Rate Period” shall mean each period during which the Bonds bear interest at a Term Rate.

“Unclaimed Payments” shall mean money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Bonds as the same come due and payable, or money set aside for the payment of Bonds duly called for redemption prior to maturity, or for payment of the Purchase Price of Bonds, which money is not claimed by the Owners of such Bonds.

“Undelivered Bonds” shall mean Bonds which are required to be delivered to the Tender Agent pursuant to the terms of this Order and which are not in fact delivered.

“Underwriter” shall mean the underwriters (whether one or more) designated in the Officer’s Pricing Certificate.

“Variable Rate” shall mean, as the context requires, the Initial Rate, the Weekly Rate, the Monthly Rate, the Quarterly Rate, the Semiannual Rate, or Term Rate applicable to the Bonds.

“Variable Rate Conversion Date” shall mean the day the Bonds are converted to bear interest at a Variable Rate pursuant to Section 3.02(g) or (h).

“Variable Rate Period” shall mean each period during which the Bonds bear interest at a Variable Rate.

“Weekly Rate” shall mean the per annum interest rate to be determined for the Bonds on a weekly basis during a Weekly Rate Period pursuant to Section 3.02(b).

“Weekly Rate Conversion Date” shall mean the day the Bonds are converted to bear interest at a Weekly Rate pursuant to Section 3.02(g) or (h).

“Weekly Rate Period” shall mean the period during which the Bonds bear interest at a Weekly Rate.

Section 1.02. Table of Contents Titles, and Headings. The table of contents, titles, and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

(c) Unless expressly provided otherwise, all references to article and section numbers herein shall be to the article and section numbers of this Order.

ARTICLE II
AUTHORIZATION; GENERAL TERMS;
TAX LEVY; INTEREST AND SINKING FUND

Section 2.01. Authorization.

(a) The Bonds, which may be designated “Fort Bend Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds,” have such other series designations or titles as may be designated in the Officer’s Pricing Certificate(s), and be issued from time to time in one or more tranches, series or subseries, all as designated in the Officer’s Pricing Certificate(s), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the Acts. The total principal amount of Bonds to be issued from time to time pursuant to this Order (x) to provide funds for the construction, acquisition and equipment of school buildings in the District, including safety and security and technology infrastructure for the District, for the purchase of necessary sites for school buildings, for the purchase of new school buses, and to pay the costs of issuing the Bonds shall not exceed \$300,000,000; (y) to provide funds for the refunding of the Refunded Notes and to pay the costs of issuing the Bonds shall not exceed \$300,000,000; and (z) to provide funds for the refunding of the Refunded Bonds and to pay the costs of issuing the Bonds shall not exceed \$45,495,000. Notwithstanding the foregoing sentence, the combined total principal amount of Bonds issued under this Order for the purposes specified in Section 2.01(a)(x) and (y) shall not exceed \$300,000,000. (For example, if the District issues \$150,000,000 in new money bonds under Section 2.01(a)(x), then the District may only issue \$150,000,000 in refunding bonds under Section 2.01(a)(y)). Concurrently with the adoption of this Order, the Board has adopted the Fixed Rate Order. The combined total principal amount of bonds issued under this Order for the new money purposes described in Section 2.01(a)(x), above, and under the Fixed Rate Order for the new money purposes described in Section 3.01(a) thereof shall not exceed \$300,000,000. Further, the combined total principal amount of bonds issued under this Order for the purposes specified in Section 2.01(a)(x) and (y) and under the Fixed Rate Order for the purposes specified in Sections 3.01(a) and (b) shall not exceed \$300,000,000. (For example, if the District issues \$300,000,000 in new money bonds under Section 2.01(a)(x) of this Order, then the District may not issue any new money bonds under Section 3.01(a) under the Fixed Rate Order or any refunding bonds under Section 2.01(a)(y) of this Order and under Section 3.01(b) of the Fixed Rate Order). Additionally, the combined total principal amount of bonds issued under this Order for the purposes described in Section 2.01(a)(z), above, and under the Fixed Rate Order for the purposes described in Section 3.01(c) thereof shall not exceed \$45,495,000.

(b) As authorized by Chapter 1207 and Chapter 1371, the Pricing Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds, in one or more tranches, series or subseries, and carrying out the other procedures specified in this Order including, without limitation, determining the principal amount of Bonds to be sold under this Order; the date and price at which the Bonds will be sold; whether each series of Bonds will be issued as new money bonds, refunding bonds, or a combination of new money and refunding bonds; the Refunded Obligation Candidates to be refunded; the Issuance Date and Dated Date; whether and how many tranches, series or subseries in which the Bonds may be issued and the appropriate distinguishing designations for each such tranche, series or subseries; whether each series of Bonds will be designated as “green bonds;” the year(s) in which the Bonds will mature; whether individual maturities shall bear interest at the same interest rate or in the same Rate Period; the Initial Rate(s) for the Bonds; the duration of the Initial Rate Period(s); the Stepped Rate; the Maximum Rate; any optional and mandatory sinking fund redemption provisions; adjustments to the defeasance provisions; and all other matters relating to the issuance, sale and delivery of the Bonds, including without limitation, obtaining the Permanent School Fund Guarantee for the Bonds, if available, and/or procuring municipal bond insurance, and approving modifications to this Order provided that:

(i) the net effective interest rate or rates for the Initial Rate Period(s) (as the same may relate to one or more tranches, series or subseries of Bonds, as applicable and as determined by a Pricing Officer) shall not exceed 10.00%;

(ii) the Officer’s Pricing Certificate for each series of Bonds issued shall indicate the amount of authorized but unissued new money bonds that remain available to the District from the applicable voted authorization following the issuance of the Bonds approved in the Officer’s Pricing Certificate;

(iii) the Officer’s Pricing Certificate for each series of Bonds issued shall indicate the amount of new money and refunding authority remaining under Section 2.01 of this Order and Section 3.01 of the Fixed Rate Order, if any, following the issuance of such series of Bonds;

(iv) the Officer’s Pricing Certificate for the Bonds issued in whole or in part to refund the District’s outstanding commercial paper notes shall indicate the amount of voted authorization previously used to issue such Refunded Obligations;

(v) the final maturity of the Bonds shall not exceed forty (40) years from the date of delivery thereof;

(vi) the Stepped Rate shall not exceed 10.00%;

(vii) the Maximum Rate shall not exceed 10.00%; and

(viii) the authority conferred by this Section in connection with the execution of the Purchase Contract for the initial issuance of the Bonds shall expire at 11:59 p.m., Central time, one year from the date of this Order (the “Expiration

Date”). Bonds sold pursuant to a Purchase Contract executed on or prior to the Expiration Date may be delivered after the Expiration Date.

Any finding by the Pricing Officer relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Board.

Section 2.02. Date, Denomination Maturities, and Interest.

(a) The Bonds shall be dated the Dated Date. The Bonds shall be in fully registered form, without coupons, in Authorized Denominations, and the Initial Bonds shall each be numbered I-1 and the definitive Bonds shall be numbered separately from R-1 upward in order of their authentication. The Bonds shall mature on the dates and in the amounts set forth in the Officer’s Pricing Certificate.

(b) Interest shall accrue on each Bond respectively until its maturity or prior redemption from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates per annum all as specified in Article III of this Order and shall be paid on each Interest Payment Date and such other dates on which interest is due and payable on the Bonds pursuant to the provisions of this Order. Interest on Bonds bearing interest at a Weekly Rate, Monthly Rate, Quarterly Rate or Flexible Rate will be calculated on the basis of a 365-day or 366-day year, as applicable, for the actual number of days elapsed. Interest on Bonds bearing interest at the Initial Rate or at a Semiannual Rate, Term Rate or Fixed Rate shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each. Interest on Purchased Bonds shall bear interest at the applicable Bank Rate and shall be calculated and payable as provided in Section 3.05 of this Order. Unless otherwise provided in the Officer’s Pricing Certificate, interest on the Bonds bearing interest at the Stepped Rate will be calculated on the basis of a 365-day year or a 366-day year, as applicable, for the actual number of days elapsed.

Section 2.03. Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners appearing in the Register at the close of business on the Record Date.

(c) Other than as provided in Section 2.08 with respect to Bonds held in the Book-Entry Only System, principal and interest shall be paid (i) with respect to Bonds bearing interest at Flexible Rates or at a Weekly Rate, Monthly Rate or Quarterly Rate, by federal funds by wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, and otherwise by check dated the Interest Payment Date and mailed by first class mail, and (ii) with respect to Bonds bearing interest at the Initial Rate, Term Rate, Semiannual Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown in the Register, or by such other

customary banking arrangement acceptable to the Paying Agent/Registrar at the request of and at the risk and expense of the Owner.

(d) The principal of each Bond shall be paid to the Owners when due, whether at the maturity date or the date of prior redemption, only upon presentation and surrender of such Bond at the designated office of the Paying Agent/Registrar.

(e) If the date for the scheduled payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day and payment on such date shall for all purposes be deemed to have been made on the due date thereof and no interest shall accrue on such payments in the interim.

(f) Unless otherwise provided in this Order, in the event that the day on which any act or function is to be performed or done is not a Business Day, such act or function shall be performed or done on the next succeeding Business Day. For purposes of illustration and without limiting the generality of the foregoing, in the event any mandatory tender date or Conversion Date established by the provisions of this Order for any Bond is not a Business Day, the respective mandatory tender and/or conversion of the Rate Period for such Bond, as applicable, shall occur on the next succeeding Business Day, and the Rate Period then in effect for such Bond shall be deemed to have been extended to end on the day immediately preceding such Business Day established for the performance of such mandatory tender and/or conversion of such Bond.

(g) In the event of a nonpayment of interest on a scheduled payment date, 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 past due interest (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 Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(h) Unclaimed Payments that remain unclaimed by the Owners for ninety (90) days after the applicable payment or redemption date shall be held in trust, uninvested by the Paying Agent/Registrar or Tender Agent, as applicable, for the account of the Owners of the Bonds to which the Unclaimed Payments pertain. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be reported and disposed of by the Paying Agent/Registrar or Tender Agent, as applicable in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the District by the President or Vice President and Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile

signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) If any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except for the Initial Bonds, which need not be authenticated if such Initial Bonds bear the executed Certificate of Registration by the Comptroller of the State, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar.

(d) On the Issuance Date, one Initial Bond representing the aggregate principal amount of each series, subseries or tranche of the Bonds having the same Initial Rate Period and Initial Rate, payable to the Underwriter, or its designee, executed by the manual or facsimile signature of the President or Vice President and Secretary of the Board, approved by the Attorney General of the State, and registered by the Comptroller of Public Accounts of the State by registration certificate attached or affixed thereto, will be delivered to the Underwriter or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver definitive Bonds to DTC in exchange therefor, registered in the name of Cede & Co., as nominee of DTC, as set forth in Section 2.07. The District and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate DTC's Book-Entry Only System. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 2.05. Ownership.

(a) The District, the Paying Agent/Registrar, the Tender Agent and any other person may treat the person whose name appears in the Register as the registered owner of any Bond as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (except interest shall be paid to the person in whose name the Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and none of the District, the Paying Agent/Registrar or the Tender Agent shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 2.06. Registration, Transfer, and Exchange.

(a) While any Bonds remain Outstanding, the District shall cause the Paying Agent/Registrar to keep the Register, in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall record the names and addresses of the Owners of the Bonds and information relating the payment and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the designated trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, as applicable, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(f) Following the Fixed Rate Conversion Date for any Bond, neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any such Bond called for redemption prior to maturity, in whole or in part, within thirty (30) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 2.07. Book-Entry Only System.

(a) The definitive Bonds of each series, subseries or tranche, shall be initially issued in the form of a single fully registered Bond for each Initial Rate Period and bearing interest at the same Initial Rate. Upon initial issuance, the ownership of such definitive Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.09 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying

Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word “Cede & Co.” in this Order shall refer to such new nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation with respect to

(i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

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

(d) The Representation Letter previously executed and delivered by the District and applicable to the District’s obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 2.08. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Order to the contrary, while any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

Section 2.09. Successor Securities Depository; Transfer Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 2.10. Variable Rate and Flexible Rate Bonds Held in Book-Entry Only System. This Section 2.10 shall apply with respect to tenders and purchases of Variable Rate and Flexible Rate Bonds held in the Book-Entry Only System. The Remarketing Agent will transfer proceeds from the remarketing of tendered Variable Rate or Flexible Rate Bonds directly to DTC to be distributed in accordance with DTC's normal procedures. Evidence of beneficial ownership in Variable Rate or Flexible Rate Bonds purchased with such remarketing proceeds shall be provided to the purchasers thereof according to DTC's normal procedures. To the extent the Remarketing Agent is unable to successfully remarket tendered Variable Rate or Flexible Rate Bonds, and the Purchase Price thereof shall have been paid pursuant to a Liquidity Facility, then upon the Bank's purchase of such Variable Rate or Flexible Rate Bonds, such Purchased Bonds shall be transferred to the DTC Participant account of the Bank or, if directed in writing by the Bank, to the DTC Participant account of the Tender Agent or other nominee or designee of the Bank, for the benefit of the Bank as beneficial owner of such Purchased Bonds, at the time and in the manner set forth in the Liquidity Facility. The Remarketing Agent shall continue its attempts to remarket the Purchased Bonds pursuant to the provisions of this Order and the Remarketing Agreement.

Section 2.11. Cancellation. All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be canceled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall treat such canceled Bonds in accordance with its document retention policies.

Section 2.12. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Paying Agent/Registrar shall deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District or the Paying Agent/Registrar.

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

(d) If any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the District, in its discretion, instead of issuing a replacement Bond, may authorize the Paying Agent/Registrar to pay such Bond when it becomes due and payable.

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

Section 2.13. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Costs of Credit Agreements, if any, are unpaid or the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the District at a rate sufficient, without limit as to rate or amount, to pay the principal of and interest on the Bonds when due and payable and the Costs of Credit Agreements, if any, incurred in connection with the Bonds when due and payable, full allowance being made for delinquencies and costs of collection taking into account otherwise unencumbered or lawfully available funds of the District that are on deposit in the Interest and Sinking Fund and are available to pay debt service on the

Bonds and the Costs of Credit Agreements, using the following guidelines: (i) if the interest rate on the Bonds for all or a portion of the period for which taxes are then being assessed is not then known, and only if no “Event of Default” (as defined in the Liquidity Facility, if any) has occurred, for the period that the interest rate on the Bonds is not known, using an interest rate on the Bonds equal to the rate prescribed in a then-effective Liquidity Facility, if any, to apply during such time or, if no Liquidity Facility is in effect, using the Maximum Rate, and (ii) using the actual interest rate on the Bonds for the period that the actual interest rate on the Bonds is known. If an “Event of Default” (as defined in the Liquidity Facility, if any) has occurred, the District will assume that the interest rate on the Bonds is the Maximum Rate.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds and the Costs of Credit Agreements, if any, and other costs related to the Bonds when and as due and payable in accordance with their terms and this Order.

(d) To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

(e) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the Interest and Sinking Fund when it sets its debt service tax rate each year.

Section 2.14. Interest and Sinking Fund.

(a) The District hereby establishes a special fund(s) or account(s), to be designated the “Fort Bend Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds, [series designation assigned to the Bonds in the Officer’s Pricing Certificate] Interest and Sinking Fund,” (or as otherwise designated in the Officer’s Pricing Certificate) (the “Interest and Sinking Fund”) said fund(s) to be kept at an official depository bank of the District and established and maintained on the books and records of the District separate and apart from all other funds and accounts of the District.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal

of the Bonds when and as due and payable and the Costs of Credit Agreements, if any, incurred in connection with the Bonds in accordance with their terms and this Order.

Section 2.15. Application of Chapter 1208, Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 2.13, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the District under Section 2.13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds and the Bank or any other provider of Credit Agreements relating to the Bonds the perfection of a security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III INTEREST RATES ON BONDS

Section 3.01. Initial Interest Rates; Subsequent Interest Rates; No Liquidity Facility During Initial Rate Period. The Bonds shall bear interest at the Initial Rate(s) for the Initial Rate Period(s) set forth in the Officer's Pricing Certificate. Following the end of the Initial Rate Period(s), the Bonds shall be subject to mandatory tender for purchase on the date(s) set forth in the Officer's Pricing Certificate, without right of retention by the Owners, in accordance with the provisions of Section 4.08. After the Initial Rate Period, the Bonds shall be converted to bear interest in a different Rate Period as determined in accordance with the provisions of this Order, until the Bonds mature or are converted to a different Rate Period, as applicable, all as provided herein. Notwithstanding the foregoing, if the Remarketing Agent fails to remarket all of the Bonds on the mandatory tender date(s) following the end of the Initial Rate Period(s) resulting in the Owners thereof retaining the Bonds subsequent to the end of the Initial Rate Period, the Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period, all as set forth in Section 4.08 of this Order. No Liquidity Facility shall be in effect during the Initial Rate Period. In addition and notwithstanding the foregoing or the provisions of Section 3.04 of this Order, the Pricing Officer may initially designate one or more maturities of Bonds as fixed rate Bonds as set forth in the Officer's Pricing Certificate. Bonds designated as fixed rate Bonds in the Officer's Pricing Certificate shall bear interest at the fixed rate designated therein until maturity or prior redemption as specified in the Officer's Pricing Certificate.

Section 3.02. Variable Rates; Conversions to Variable Rate Periods.

(a) Determination by Remarketing Agent. Subject to the further provisions of this Article III with respect to particular Variable Rates or conversions between or to Variable Rate Periods, the Variable Rate to be applicable to the Bonds during any Variable Rate Period shall be determined by the Remarketing Agent. The Remarketing Agent shall determine the Variable Rate on each Rate Determination Date in accordance with this Section 3.02. The Variable Rate so determined shall become effective on the first day of the next succeeding Variable Rate Period.

(i) In each case, the Variable Rate for the Variable Rate Period in question shall be determined by the Remarketing Agent on the Rate Determination Date required pursuant to Section 3.02(b), (c), (d), (e), or (f) below, as is applicable.

(ii) Each Variable Rate determined by the Remarketing Agent shall be the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause the Bonds to have a market value equal to not less than 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions as of the Rate Determination Date, provided that, and except as otherwise expressly provided herein, (A) if the Remarketing Agent fails for any reason to determine or notify the Tender Agent or the Paying Agent/Registrar of the Variable Rate for any Variable Rate Period when required hereunder, the Variable Rate for such period shall be deemed to be determined as the Variable Rate then in effect until the Remarketing Agent determines a new Variable Rate and notifies the Tender Agent and the Paying Agent/Registrar of such rate in accordance with the provisions of this Order; and (B) in no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Rate.

(iii) In determining the interest rates, the Remarketing Agent shall take into account to the extent applicable market interest rates and indices, general economic conditions, and general market conditions as they relate to comparable securities which are held by institutional and private investors with substantial portfolios (1) with a term equal to the applicable Rate Period for the Bonds; (2) the interest on which is exempt from federal income taxation; (3) rated, if the Bonds are rated, by a Rating Agency in the same rating category as the Bonds; (4) with security or credit support similar to the Bonds; and (5) with redemption provisions similar to those of the Bonds.

(iv) All determinations of Variable Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, any Bank, and the Owners of the Bonds to which such rates are applicable. The District, the Tender Agent, the Paying Agent/Registrar and the Remarketing Agent shall not be liable to any Owners for failure to give any notice required herein or for failure of any Owners to receive such notice.

(b) Weekly Rates. A Weekly Rate shall be determined for each Weekly Rate Period as follows:

(i) Weekly Rate Periods shall commence on Thursday of each week and end on Wednesday of the following week; except that in the case of a conversion to a Weekly Rate Period from a different Variable Rate Period or from a Flexible Rate Period, the initial Weekly Rate Period shall (A) commence on the Weekly Rate Conversion Date, and (B) end on the next succeeding Wednesday.

(ii) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date of such Weekly Rate Period and shall

remain in effect through and including the last day thereof. Each such Weekly Rate shall be determined by the Remarketing Agent by 12:00 p.m., New York City time on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of the Weekly Rate Period to which it relates, and each such Weekly Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) Notice of Weekly Rates determined for each Weekly Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry Only System is discontinued, notice of Weekly Rates determined for each Weekly Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner within seven (7) Business Days after each Interest Payment Date on which interest at a Weekly Rate is to be paid. The Paying Agent/Registrar shall include in the notice a telephone number Owners may call to ascertain the Weekly Rate in effect from time to time.

(c) Monthly Rates. A Monthly Rate shall be determined for each Monthly Rate Period as follows:

(i) Monthly Rate Periods shall (A) commence on the first Business Day of each calendar month, except that in the case of a conversion to a Monthly Rate Period from a different Variable Rate Period or from a Flexible Rate Period, the initial Monthly Rate Period shall commence on the Monthly Rate Conversion Date, and (B) end on the last day prior to the first Business Day of the following month.

(ii) The Monthly Rate for each Monthly Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Each such Monthly Rate shall be determined by the Remarketing Agent no later than 12:00 p.m., New York City time on the Rate Determination Date, which shall be the Business Day immediately preceding the commencement date of such Monthly Rate Period, and each such Monthly Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) Notice of Monthly Rates determined for each Monthly Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry Only System is discontinued, notice of Monthly Rates determined for each Monthly Rate Period shall be given by the Paying Agent/Registrar by first-class mail or by electronic means to each Owner promptly after such Monthly Rate is determined.

(d) Quarterly Rates. A Quarterly Rate shall be determined for each Quarterly Rate Period as follows:

(i) Quarterly Rate Periods shall (A) commence initially on a Quarterly Rate Conversion Date and thereafter on the first Business Day of each third calendar month thereafter; and (B) end on the last day preceding either (i) the commencement date of the following Quarterly Rate Period or (ii) the Conversion Date on which a different Rate Period shall become effective.

(ii) The Quarterly Rate for each Quarterly Rate Period shall be effective from and including the commencement day of such period and shall remain in effect through and including the last date thereof. Each such Quarterly Rate shall be determined by the Remarketing Agent not later than 12:00 p.m., New York City time, on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of such period, and each Quarterly Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) Notice of Quarterly Rates determined for each Quarterly Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry Only System is discontinued, notice of Quarterly Rates determined for each Quarterly Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner promptly after such Quarterly Rate is determined.

(e) Semiannual Rates. A Semiannual Rate shall be determined for each Semiannual Rate Period as follows:

(i) Semiannual Rate Periods shall (A) commence initially on a Semiannual Rate Conversion Date and thereafter on the first day of each sixth calendar month thereafter; and (B) end on the last day preceding either (i) the commencement date of the following Semiannual Rate Period or (ii) the Conversion Date on which a different Rate Period shall become effective.

(ii) The Semiannual Rate for each Semiannual Rate Period shall be effective from and including the commencement date of such period and shall remain in effect through and including the last day thereof. Each such Semiannual Rate shall be determined by the Remarketing Agent not later than 12:00 p.m., New York City time, on the Rate Determination Date, which date shall be the Business Day immediately preceding the commencement date of such period, and each such Semiannual Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iii) Notice of Semiannual Rates determined for each Semiannual Rate Period shall be given promptly by the Paying Agent/Registrar to DTC (and any successor to DTC). In the event the Book-Entry Only System is discontinued, notice of Semiannual Rates determined for each Semiannual Rate Period shall be given by the Paying Agent/Registrar by first class mail or by electronic means to each Owner promptly after such Semiannual Rate is determined.

(f) Term Rates. A Term Rate shall be determined for each Term Rate Period as follows:

(i) Term Rate Periods shall (A) commence on each Term Rate Conversion Date, and (B) end on the date established by the District as the last day for each such Term Rate Period pursuant to Section 3.02(f)(ii); provided, however, that each Term Rate Period shall be at least nine (9) months in duration; provided further, that in the event any Conversion Date established pursuant to the provisions of this Order in connection with a conversion from a Term Rate Period is not the day that immediately succeeds the last day of the then-expiring Term Rate Period, the duration of the then-expiring Term Rate Period shall be deemed to have been extended to end on the day immediately preceding such Conversion Date; provided further, that if the District elects to obtain a Liquidity Facility for the Bonds in connection with such Term Rate Period, the Term Rate Period for such Bonds shall end on a Business Day that is not less than five (5) days prior to the stated expiration date of the Liquidity Facility providing liquidity support for such Bonds.

(ii) Prior to the commencement of each Term Rate Period, the District shall determine the last day of each such Term Rate Period; provided, that the duration of each such Term Rate Period complies with Section 3.02(f)(i) above. The District shall give written notice of such duration of each Term Rate Period to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank, if any, in accordance with Section 3.02(g)(ii) and 3.02(h)(ii), as applicable.

(iii) The Term Rate for each Term Rate Period shall be effective from and including the commencement date of each such Term Rate Period and shall remain in effect through and including the last day thereof. Each such Term Rate shall be determined for each Term Rate Period not later than 12:00 p.m., New York City time on the Rate Determination Date, which date shall be a Business Day not less than one (1) Business Day preceding the commencement date of such Term Rate Period, and each such Term Rate shall be made available to the Paying Agent/Registrar, the Bank, if any, and the Tender Agent by the Remarketing Agent, in consultation with the District, by the close of business on the Rate Determination Date. If, at the expiration of the then-applicable Term Rate Period, there does not exist a Liquidity Facility providing liquidity support for such Bonds and there occurs a failed conversion and remarketing of the type described in Section 4.03(g), then such Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period in accordance with, and shall be subject to, the provisions of Section 4.03(g).

(iv) While the Bonds bear interest at a Term Rate, the District shall use its best efforts to take all such actions required by this Order to be performed by the District to cause such Bonds to be converted to a different Rate Period (including to a Term Rate Period of the same or a different duration as the then-expiring Term Rate Period) on the first Business Day immediately following the last day of the then-expiring Term Rate Period. If there is a Liquidity Facility then in effect providing liquidity support for such Bonds to be converted from a Term Rate Period

to a different Rate Period, then such Bonds are subject to mandatory tender for purchase on the Conversion Date pursuant to Section 4.03(a), Section 4.03(b) or Section 4.04(a), as applicable. If there does not exist a Liquidity Facility providing liquidity support for such Bonds to be converted from a Term Rate Period to a different Rate Period (and there was no Liquidity Facility in effect for such Bonds upon commencement of the then-expiring Term Rate Period), then such Bonds are subject to mandatory tender for purchase on the Conversion Date pursuant to Section 4.03(g).

(g) Conversions To or Between Variable Rate Periods. At the option of the District, and pursuant to an order of the Board, the Bonds may be converted from one Variable Rate Period to a different Variable Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period). Any such conversion shall be accomplished as follows:

(i) The Conversion Date for a conversion from one Variable Rate Period to a different Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided, however, that if the conversion is from a Term Rate Period to a different Variable Rate Period (including a conversion from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period), the Variable Rate Conversion Date shall be the first Business Day immediately following the last day of the then-expiring Term Rate Period; provided further, that Purchased Bonds or Bonds bearing interest at a Stepped Rate may be converted to a different Variable Rate Period on any Business Day. The Variable Rate Conversion Date for a conversion from an Initial Rate Period to a different Variable Rate Period shall be the Business Day immediately following the end of such Initial Rate Period or such other date as may be established in accordance with Section 4.08 hereof.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank (if any) not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the conversion will be made, and in the case of conversion to a Term Rate Period (including any conversion from a Term Rate Period to a new Term Rate Period of the same or different duration as the then-expiring Term Rate Period), the last day of such new Term Rate Period. Such notice shall also specify the conditions, if any, to the conversion and the consequences of such conditions not being fulfilled.

(iii) Not less than twenty (20) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owners. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Section 3.02(g)(ii) above; and

(B) set forth the matters required to be stated pursuant to Section 4.03(d).

(iv) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in Section 3.02(a) above on the date set forth in Section 3.02(b), (c), (d), (e) or (f) above, whichever is applicable to the Variable Rate Period to which the conversion shall be made.

(v) Any conversion pursuant to this Section 3.02 shall be subject to the condition that the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required by Section 3.02(g)(ii) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the Conversion Date). If such Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the same Rate Period; provided, however, that if the existing Rate Period for such Bonds is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of then-expiring Term Rate Period), then such Bonds shall be subject to the provisions of Section 4.03(g) or Section 4.08, as applicable.

(vi) In the event the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.02(g)(v), the following provisions shall apply:

(A) if the existing Rate Period of the Bonds to be converted is a Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period, or Semiannual Rate Period then (I) the conversion shall not occur and such Bonds shall remain in the same Rate Period, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, (III) the mandatory tender will be deemed to have been rescinded for that date with respect to such Bonds and any Bonds so tendered will be returned to the Owners thereof, and (IV) the Paying Agent/Registrar shall give notice on the proposed Conversion Date to the Owners of such Bonds stating that the mandatory tender and conversion did not occur because the conditions to such conversion were not satisfied in accordance with the terms of this Order; or

(B) if the existing Rate Period of the Bonds to be converted is a Term Rate Period (for which a Liquidity Facility is then in effect providing liquidity support for such Bonds), then (I) the conversion shall not occur, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, and (III) such Bonds shall be subject to mandatory tender pursuant to Section 4.03(a); or

(C) if the existing Rate Period of the Bonds to be converted is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then the conversion shall not occur and the provisions of Section 4.03(g) or Section 4.08, as applicable, shall apply to such failed conversion.

(h) Conversions to Variable Rate Period from Flexible Rate Period. At the option of the District, and pursuant to an order of the Board the Bonds may be converted from a Flexible Rate Period to a Variable Rate Period (other than the Initial Rate Period). To accomplish the proposed conversion, the District shall give written notice of the proposed conversion pursuant to Section 3.02(h)(ii) together with a copy of the Opinion of Bond Counsel. The conversion shall be accomplished as follows:

(i) The Conversion Date shall be both (A) the first Business Day of a calendar month, and (B) the last Interest Payment Date on which interest is payable for any Flexible Rate Periods theretofore established for the Bonds to be converted pursuant to Section 3.03.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank, if any, in the manner and at the times prescribed by Section 3.02(g)(ii).

(iii) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be established in accordance with the applicable subsection of Section 3.02, and notice of such conversion shall be given to the Owners in the same manner as is provided for conversions from one Variable Rate Period to another Variable Rate Period pursuant to Section 3.02(g)(iii) above.

(iv) Notwithstanding the foregoing, no conversion shall be effected pursuant to this Section 3.02(h) unless the Paying Agent/Registrar shall have received (A) on or before five (5) days prior to the date on which such notice is required to be given to the Owners, written confirmation from the Remarketing Agent to the effect that it has not established and will not establish any Flexible Rate Period extending beyond the Conversion Date and, (B) an Opinion of Bond Counsel (which opinion shall be confirmed on the Variable Rate Conversion Date). If such Remarketing Agent confirmation or Opinion of Bond Counsel is not delivered by the required time set forth above, the conversion shall not occur the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the Flexible Rate Period.

(v) If the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.02(h)(iv), the conversion shall not occur and the Bonds shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

(i) On any Conversion Date, in accordance with all applicable law, the District reserves the right to divide the Bonds into two or more subseries. All Bonds of a particular series or subseries shall bear interest in the same Rate Period, provided that, any Bond of a particular series or subseries may bear interest at a Flexible Rate for a Flexible Rate Period different from any other Bond in accordance with Section 3.03(a).

Section 3.03. Flexible Rates; Conversions to Flexible Rate Periods.

(a) Flexible Rates. A Flexible Rate for each Flexible Rate Period shall be determined as follows:

(i) The Flexible Rate Period for each Bond shall be of such duration, not less than 7 days and not exceeding 270 days, as may be determined by the Remarketing Agent pursuant to Section 4.02 or 4.03 and any Bond may bear interest at a Flexible Rate for a Flexible Rate Period different from any other Bond; provided that each such Flexible Rate Period shall (A) commence on a Business Day (initially, the Flexible Rate Conversion Date), and (B) end on a day which is a Business Day not less than five (5) days prior to the stated expiration date of any Liquidity Facility providing liquidity support for such Bonds. All determinations of Flexible Rate Periods pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, the Bank, and the Owners of the Bonds to which such Flexible Rate Periods are applicable. Each Flexible Rate Period shall be made available to the Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent including but not limited to via electronic means by 12:00 p.m. on its Rate Determination Date.

(ii) The Flexible Rate for each Flexible Rate Period shall be effective from and including the commencement date of such Flexible Rate Period through and including the last day thereof. Each such Flexible Rate shall be determined by the Remarketing Agent in connection with the sale of the Bond or Bonds to which it relates pursuant to Section 4.02 or 4.03. Flexible Rates shall be determined for the Bonds no later than 12:00 p.m. New York City time on the Rate Determination Date, which shall be the day immediately preceding the commencement date of each Flexible Rate Period with respect to such Bond, by the Remarketing Agent in connection with the remarketing of the Bonds at a rate or rates which, in the judgment of the Remarketing Agent, would cause such Bond to have a market value equal to not less than 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions, provided, however, that such Flexible Rate shall never exceed the Maximum Rate. All determinations of Flexible Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, the Bank, and the Owners of the Bonds to which such rates are applicable. Each Flexible Rate shall be made available to the Bank, the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent including but not limited to via electronic means by 12:00 p.m. on its Rate Determination Date.

(b) Conversions to Flexible Rate Periods. At the option of the District, and pursuant to an order of the Board, the Bonds may be converted from a Variable Rate Period to Flexible Rate Periods; provided, however, that the stated expiration date of a Liquidity Facility providing liquidity support for such Bonds shall be a day that is not less than five (5) days after the last day of each Flexible Rate Period, the Liquidity Facility shall provide an interest commitment as necessary to accommodate the number of days of each Flexible Rate Period, and notice of such conversion will be provided to the Rating Agency not less than 30 days prior to the Flexible Rate Conversion Date. The conversion shall be accomplished as follows:

(i) The Flexible Rate Conversion Date for a conversion from a Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided, however, that in the event the conversion is from a Term Rate Period, the Flexible Rate Conversion Date shall be the first Business Day immediately following the last day of the then-expiring Term Rate Period; provided further, that Purchased Bonds or Bonds bearing interest at a Stepped Rate may be converted to a Flexible Rate Period on any Business Day. The Flexible Rate Conversion Date for a conversion from an Initial Rate Period to a Flexible Rate Period shall be the Business Day immediately following the end of such Initial Rate Period or such other date as may be established in accordance with Section 4.08 hereof.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent the Remarketing Agent and the Bank not less than thirty (30) days prior to the proposed Flexible Rate Conversion Date. Such notice shall specify the proposed Flexible Rate Conversion Date and the Flexible Rate Period or Periods to which the conversion will be made. Such notice shall also specify the conditions, if any, to the conversion and the consequences of such conditions not being fulfilled.

(iii) Not less than twenty (20) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or by other customary means) a written notice of the conversion to the Owners of the Bonds. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Section 3.03(b)(ii) above, and

(B) set forth the matters required to be stated pursuant to Section 4.03(d) with respect to purchases of Bonds governed by such Section.

(iv) The Flexible Rate or Rates for the Flexible Rate Period or Periods commencing on the Flexible Rate Conversion Date shall be determined by the Remarketing Agent in the manner and on the date provided in Section 3.03(a) above.

(v) Any conversion pursuant to this Section 3.03(b) shall be subject to the condition that the District shall have delivered to the Paying Agent/Registrar

and the Remarketing Agent, along with the notice required in Section 3.03(b)(ii) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the Flexible Rate Conversion Date). If such Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the same Variable Rate Period; provided, however, that if the existing Rate Period for such Bonds is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Bonds), then such Bonds shall be subject to the provisions of Section 4.03(g) or Section 4.08, as applicable.

(vi) In the event the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Flexible Rate Conversion Date pursuant to Section 3.03(b)(v), the following provisions shall apply:

(A) if the existing Rate Period of the Bonds to be converted is a Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period or Semiannual Rate Period, then (I) the conversion shall not occur and such Bonds shall remain in the same Rate Period, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, (III) the mandatory tender will be deemed to have been rescinded for that date with respect to such Bonds and any Bonds so tendered will be returned to the Owners thereof, and (IV) the Paying Agent/Registrar shall give notice on the proposed Flexible Rate Conversion Date to the Owners of such Bonds stating that the mandatory tender and conversion did not occur because the conditions to such conversion were not satisfied in accordance with the terms of this Order; or

(B) if the existing Rate Period of the Bonds to be converted is a Term Rate Period (for which a Liquidity Facility is then in effect providing liquidity support for such Bonds), then (I) the conversion shall not occur, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, and (III) such Bonds shall be subject to mandatory tender in accordance with Section 4.03(b); or

(C) if the existing Rate Period of the Bonds to be converted is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then the conversion shall not occur and the provisions of Section 4.03(g) or Section 4.08, as applicable, shall apply to such failed conversion.

Section 3.04. Fixed Rate Conversion at Option of the District.

(a) At the option of the District, and pursuant to an order of the Board, the Bonds bearing interest at a Variable Rate (including an Initial Rate), Flexible Rate or

Stepped Rate may be converted in whole or in part to a Fixed Rate or Rates to their maturity or prior redemption. In the event of a conversion of less than 100% of all Outstanding Bonds to a Fixed Rate pursuant to this Section, the Paying Agent/Registrar shall, at the direction of the District, select the Bonds to be converted to a Fixed Rate, assuming the Bonds then Outstanding are each in a minimum Authorized Denomination; provided, however, that in the event of a conversion of less than 100% of all Outstanding Bonds, Purchased Bonds, if any, and Bonds bearing interest at the Stepped Rate, if any, shall be converted prior to any other Bonds, and Purchased Bonds, if any, shall be converted prior to any Bonds bearing interest at the Stepped Rate. In connection with any such conversion, the District reserves the right to divide the Bonds into two or more subseries as provided in Section 3.02(i).

(b) In determining the Fixed Rate, the Remarketing Agent, in consultation with the District, shall take into account to the extent applicable (i) market interest rates for comparable securities which are held by institutional and private investors with substantial portfolios (A) with terms equal to the periods to maturity remaining on the Bonds, (B) the interest on which is exempt from federal income taxation, (C) rated, if the Bonds are rated, by a Rating Agency in the same rating category as the Bonds, (D) with security or credit support similar to the Bonds, and (E) with redemption provisions similar to those of the Bonds; (ii) other financial market rates and indices which have a bearing on the fixed rate (including but not limited to rates borne by general obligation bonds, United States Treasury obligations, commercial bank prime rates, certificate of deposit rates, federal funds rates, indices maintained by The Bond Buyer, and other publicly available tax-exempt interest rate indices); (iii) general financial market conditions (including current forward supply); and (iv) industry, economic, or financial conditions which may affect or be relevant to the Bonds.

Any such conversion shall be made as follows:

(c) The Fixed Rate Conversion Date for a conversion from a Variable Rate Period or a Flexible Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made or an Interest Payment Date on which interest is payable for all Bonds to be converted which are bearing interest at a Flexible Rate; provided, however, that if the conversion is from a Term Rate Period, the Fixed Rate Conversion Date shall be the first Business Day immediately following the last day of the then-expiring Term Rate Period; provided further, that Purchased Bonds or Bonds bearing interest at a Stepped Rate may be converted to a Fixed Rate or Rates on any Business Day. The Fixed Rate Conversion Date for a conversion from an Initial Rate Period to a Fixed Rate Period shall be the Business Day immediately following the end of such Initial Rate Period or such other date as may be established in accordance with Section 4.08 hereof.

(d) (i) The District shall give written notice of any such conversion to the Remarketing Agent, the Paying Agent/Registrar, the Tender Agent and the Bank, if any, not less than thirty (30) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date, the conditions (if any) to the conversion, the

consequences of such conditions not being fulfilled and the principal amount of Bonds to be converted.

(ii) Not less than fifteen (15) days prior to the Fixed Rate Conversion Date, the Paying Agent/Registrar shall send (by first class mail or other customary means) a written notice of the conversion to the Owners of all Bonds to be converted, setting forth the matters required to be stated pursuant to Section 3.04(e).

(e) Notice of conversion shall be given by first class mail or by other customary means by the Paying Agent/Registrar to each Rating Agency and the Owners of all Bonds to be converted. Such notice shall inform the Owners of:

(i) the proposed Fixed Rate Conversion Date;

(ii) the conditions to the conversion and the consequences of such conditions not being fulfilled pursuant to Section 3.04(g) below; and

(iii) the matters required to be stated pursuant to Section 4.04(b) with respect to purchases of Bonds governed by such Section.

(f) Not later than 12:00 p.m., New York City time, on or before the seventh (7th) Business Day prior to the Fixed Rate Conversion Date, the Remarketing Agent shall, in consultation with and subject to the approval of the District, determine the Fixed Rate or Rates (not in excess of the Maximum Rate) for the Bonds which will cause the Bonds to have a market value equal to the principal amount thereof; provided, however, the market value of the Bonds may exceed par for the purpose of obtaining the lowest reoffering yield to the District and to pay remarketing costs, but the tendering Owners will only receive the Purchase Price of the tendered Bonds. The Bonds shall have the redemption dates and prices determined pursuant to Section 3.04(h) hereof, and the Remarketing Agent shall make the Fixed Rate or Rates available to the Paying Agent/Registrar, including but not limited to via electronic means, on the date of determination. Each maturity of the Bonds may have a different Fixed Rate but there shall be only one Fixed Rate per maturity. Promptly after the date of determination, the Paying Agent/Registrar shall give notice of such Fixed Rate or Rates by first class mail to the Tender Agent and the Bank, if any.

(g) Any conversion to a Fixed Rate pursuant to this Section 3.04 shall be subject to the following conditions:

(i) on or before the Fixed Rate Conversion Date, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the Fixed Rate Conversion Date, sufficient funds shall be available to purchase Bonds which are then required to be purchased pursuant to Section 4.04.

If the foregoing conditions are not met for any reason, the following provisions shall apply:

- (i) if the existing Rate Period of the Bonds to be converted is a Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period or Semiannual Rate Period, then (A) the conversion shall not occur and such Bonds shall remain in the same Rate Period, (B) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, (C) the mandatory tender will be deemed to have been rescinded for that date with respect to such Bonds and any Bonds so tendered will be returned to the Owners thereof, and (D) the Paying Agent/Registrar shall give prompt notice (not later than the proposed Fixed Rate Conversion Date) to the Owners of such Bonds stating that the mandatory tender and conversion did not occur because the conditions to such conversion were not satisfied in accordance with the terms of this Order; or
- (ii) if the existing Rate Period of the Bonds to be converted is a Flexible Rate Period or a Term Rate Period (for which a Liquidity Facility is then in effect providing liquidity support for such Bonds), then (A) the conversion shall not occur, (B) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, and (C) such Bonds shall be subject to mandatory tender in accordance with Section 4.02 or Section 4.04(a), as applicable; or
- (iii) if the existing Rate Period of the Bonds to be converted is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then the conversion shall not occur and the provisions of Section 4.03(g) or Section 4.08, as applicable, shall apply to such failed conversion.

(h) Unless the second sentence under this Section 3.04(h) applies, the Bonds converted to a Fixed Rate on a Fixed Rate Conversion Date shall mature, be subject to redemption and have the same terms and features as set forth in Section 2.02 and Section 5.03 hereof. Notwithstanding the previous sentence, in connection with a conversion to a Fixed Rate, the District may elect, at its sole option, to provide for serial or term maturities, revised redemption provisions and other terms to be applicable to the Bonds on and after the Fixed Rate Conversion Date. If the District so elects, the serial or term maturities for the Bonds converted to a Fixed Rate shall be determined on the basis of providing similar relative principal and interest payments on such Bonds, including the principal payment schedule set forth in Section 5.03 (after giving pro rata effect for any prior sinking fund redemptions of the Bonds, if any, not then converted to a Fixed Rate), commencing in the fiscal year in which the conversion occurs, and any revised redemption provisions shall provide for such Fixed Rate Bonds to be subject to optional redemption in whole or in part without premium on the redemption date, which shall be set at the lesser of (i) 10 years from the February 1 or August 1 next preceding the Fixed Rate Conversion Date, or (ii) 55% of the term of the Bonds, rounded to the nearest February 1 or August 1, remaining at the time of conversion. If the principal payment schedule for the Bonds established by the District pursuant to this Section 3.04(h) is not substantially similar to the principal payment schedule set forth in Section 5.03, at the time of the conversion the District must be able to

demonstrate that the District has the projected ability to pay the principal and interest on the Bonds after the conversion in the manner required by Section 45.0031, Texas Education Code, or any successor statute in effect at the time of the conversion.

Section 3.05. Interest on Purchased Bonds.

(a) Purchased Bonds shall bear interest, for each day elapsed, from and including the date they become Purchased Bonds to and including the day preceding the date they cease to be Purchased Bonds, at the Bank Rate. If at any time or times the Bank Rate would exceed the Maximum Rate, the rate of interest to accrue on the unpaid principal balance of the Purchased Bonds during all such times shall be limited to the Maximum Rate; provided, however, that if at any time the Bank Rate shall exceed the Maximum Rate, then any subsequent reduction below the Maximum Rate in the Bank Rate to be paid hereunder will not effect a reduction in such rate below the Maximum Rate until the total amount of interest accrued on the unpaid principal balance of the Purchased Bonds equals the amount of interest which would have accrued if the Bank Rate (without giving effect to this Section 3.05) had at all times been in effect. The District shall pay such interest based on a certificate from the Bank stating the amount of interest to be paid.

(b) Interest on Purchased Bonds shall accrue at the Bank Rate calculated and computed in accordance with the provisions of the Liquidity Facility and shall be payable (i) on each Interest Payment Date and (ii) upon the remarketing or sale of each Purchased Bond pursuant to this Order, with the difference between the Bank Rate relating to the Purchased Bonds so remarketed or so sold, as the case may be, and the rate borne by the Bonds and payable to other Owners, being an obligation of the District to the Bank with respect to the Purchased Bonds.

**ARTICLE IV
TENDER AND PURCHASE OF BONDS**

Section 4.01. Optional Tenders During Certain Variable Rate Periods.

(a) Purchase Dates. While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, the Owners of such Bonds bearing interest at Variable Rates (other than an Initial Rate or a Term Rate) may elect to have their Bonds (or portions thereof in Authorized Denominations) purchased at the Purchase Price on the following purchase dates and upon the giving of written notice meeting the requirements of this subsection (a) and subsection (b) below:

(i) Bonds bearing interest at a Weekly Rate may be tendered for purchase at the Purchase Price, payable in immediately available funds, on any Thursday, or if such Thursday is not a Business Day, on the next following Business Day, upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day that is not less than seven (7) calendar days prior to the purchase date stated in such notice.

(ii) Bonds bearing interest at a Monthly Rate, Quarterly Rate or Semiannual Rate may be tendered for purchase on any Interest Payment Date for

such Bonds at the Purchase Price, payable in immediately available funds, upon delivery of a written notice of tender to the Tender Agent not later than 3:00 p.m., New York City time, on a Business Day that is not less than seven (7) Business Days prior to the purchase date stated in such notice.

(iii) [Reserved.]

(iv) [Reserved.]

(v) For the avoidance of doubt, Bonds bearing interest at (1) an Initial Rate, (2) a Term Rate, or (3) a Stepped Rate, are not subject to optional tender at the election of the Owners thereof.

(b) Notice of Optional Tender. Each notice of optional tender:

(i) shall be delivered to the Tender Agent at its designated office and be in form satisfactory to the Tender Agent;

(ii) shall state (A) the principal amount and the bond number (if not held in a Book-Entry Only System) of the Bond to which the notice relates, (B) that the Owner irrevocably demands purchase of such Bond or a specified portion thereof in an amount equal to an Authorized Denomination, (C) the date on which such Bond or portion thereof is to be purchased, and (D) payment instructions with respect to the Purchase Price; and

(iii) shall automatically constitute (A) an irrevocable offer to tender the Bond (or the specified portion thereof) to which the notice relates on the purchase date, at the Purchase Price, (B) an irrevocable authorization and instruction to the Tender Agent to effect transfer of such Bond (or the specified portion thereof) upon payment of the Purchase Price to the Tender Agent on the purchase date, (C) an irrevocable authorization and instruction to the Tender Agent to effect the exchange of the Bond to be purchased in whole or in part for other Bonds in an equal aggregate principal amount so as to facilitate the sale of such Bond (or the specified portion thereof), (D) an acknowledgment that such Owner will have no further rights with respect to such Bond (or the specified portion thereof) upon payment of the Purchase Price thereof to the Tender Agent on the purchase date, except for the right of such Owner to receive such Purchase Price upon surrender of such Bond to the Tender Agent, and (E) an acknowledgement that if the Owner fails to tender such Bond for purchase on the Purchase Date, such untendered Bond shall be deemed tendered, shall cease to bear interest and shall be outstanding for the sole purpose of receiving the Purchase Price upon delivery thereof to the Tender Agent.

The determination of the Tender Agent as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Owner. The Tender Agent may waive nonconforming tenders. The Tender Agent shall promptly, and in no event later than the close of business on the next succeeding Business Day, electronically transmit a copy of any notice received pursuant to this Section 4.01 to the Remarketing Agent and the Bank.

(c) Remarketing of Tendered Bonds. The Remarketing Agent shall offer for sale and use its best efforts to remarket all Bonds or portions thereof for which notice of tender has been received pursuant to Section 4.01(b) above. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price for tendered Bonds by the Remarketing Agent to the Tender Agent (in exchange for new registered Bonds) in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date. Notwithstanding the foregoing, the Remarketing Agent shall not remarket any Bond for which a notice of conversion from one type of Variable Rate Period to another, from or to Flexible Rate Periods, or to a Fixed Rate Period has been given by the Paying Agent/Registrar unless the Remarketing Agent receives written acknowledgment from the person to whom the Bond is being remarketed of the conversion.

(d) Purchase of Tendered Bonds.

(i) Notice. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of tendered Bonds, the Remarketing Agent shall give notice by telephone, telegram, telecopy, time-sharing terminal, telex, facsimile transmission, or other similar communication to the Tender Agent of the principal amount of tendered Bonds which were not remarketed. Not later than 4:00 p.m., New York City time, on the date of receipt of such notice, the Tender Agent shall give notice by telephone, telegram, telecopy, facsimile transmission, electronic mail, or other similar communication to the Pricing Officer, the Bank and the Paying Agent/Registrar specifying the principal amount of tendered Bonds which have not been remarketed. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of the tendered Bonds, to the extent known to the Remarketing Agent, but in any event, no later than 10:30 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Tender Agent by telephone (promptly confirmed in writing, which may be electronic) of the names, addresses, and taxpayer identification numbers of the purchaser of the remarketed Bonds, the Authorized Denominations of the Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments.

(ii) Sources of Payment. At or before 10:30 a.m., New York City time on the date fixed for purchase of the tendered Bonds, the Remarketing Agent shall cause to be paid to the Tender Agent for deposit in the “Fort Bend Independent School District Remarketing Proceeds Payment Fund, [series designation assigned to the Bonds in the Officer’s Pricing Certificate] (the “Payment Fund”), all amounts representing proceeds of the remarketed Bonds, such payments to be made in the manner and at the time specified in Section 4.01(c) above. If such amounts, plus all other amounts received by the Tender Agent for the purchase of tendered Bonds, are not sufficient to pay the Purchase Price, the Tender Agent shall immediately notify the Bank and the Pricing Officer of any deficiency no later than 11:00 a.m., New York City time, on such date in the form required pursuant to the Liquidity Facility; provided, however, in the event the date of purchase of the tendered Bonds is an Interest Payment Date, payment of the accrued interest portion of the Purchase

Price for the tendered Bonds shall be the sole responsibility of the District and the Bank shall have no liability for such interest portion of the Purchase Price of the tendered Bonds to the Owners thereof. The Bank and the District (if the District is obligated to pay the interest portion of the Purchase Price) shall deliver to the Tender Agent immediately available funds in an amount at least equal to its portion of the Purchase Price agreed to be paid on the tender date of such unremarketed Bonds prior to 1:30 p.m., New York City time, on the date set for purchase of such tendered Bonds. All money received by the Tender Agent as remarketing proceeds and additional amounts, if any, received from the Bank and the District to pay the Purchase Price of the tendered Bonds shall be deposited by the Tender Agent in the Payment Fund to be used solely for the payment of the Purchase Price of such tendered Bonds and shall not be commingled with other funds held by the Tender Agent and shall remain uninvested; if any such money representing amounts received from the Bank exceed the amount required to pay the Purchase Price of tendered Bonds, such excess shall be paid back to the Bank.

(iii) Payments by the Tender Agent. At or before 2:30 p.m., New York City time, on the date set for purchase of tendered Bonds and upon receipt by the Tender Agent of 100% of the aggregate Purchase Price of the tendered Bonds, the Tender Agent shall pay the Purchase Price of such Bonds to the tendering Owners thereof at its designated office or by bank wire transfer. Such payments shall be made in immediately available funds. The Tender Agent shall apply in order (A) money paid to it by the Remarketing Agent as proceeds of the remarketing of such Bonds by the Remarketing Agent, (B) money, if any, paid by the District, and (C) money paid pursuant to the Liquidity Facility, if any. If sufficient funds are not available for the purchase of all tendered Bonds (but excluding any Bonds for which a tender has been rescinded pursuant to the provisions of this Order), no Bonds shall be purchased.

(iv) Registration and Delivery of Tendered or Purchased Bonds. On the purchase date, the Tender Agent shall register and deliver (or hold) or cancel all Bonds purchased on any purchase date as follows: (A) Bonds purchased or remarketed by the Remarketing Agent shall be registered by the Tender Agent and delivered to the new registered owner in accordance with the instructions of the Remarketing Agent by 2:00 p.m., New York City time; and (B) Purchased Bonds, if any, shall be registered and transferred in accordance with Section 2.10 of this Order.

Notwithstanding anything to the contrary in the foregoing paragraph, for so long as the Bonds are held in the Book-Entry Only System of DTC in accordance with Section 2.07 hereof, (i) any Bond remarketed by the Remarketing Agent shall be delivered to the new beneficial owner thereof by a transfer in the Book-Entry Only System of DTC of such remarketed Bond to the applicable DTC Participant account for such beneficial owner; and (ii) Purchased Bonds shall be delivered to the Bank by a transfer in the Book-Entry Only System of DTC of such Purchased Bonds to the DTC Participant account of the Tender Agent for the benefit of the Bank, as beneficial owner of such Purchased Bonds.

(v) Delivery of Bonds; Effect of Failure to Surrender Bonds. All Bonds to be purchased on any date shall be delivered to the office of the Tender Agent prior to 5:00 p.m., New York City time, on the Business Day next preceding the purchase date (12:00 noon New York City time on the tender date for Bonds held in Book-Entry Only System). If the Owner of any Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Bond to the Tender Agent for purchase on the purchase date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and shall constitute an Undelivered Bond. Ownership of Undelivered Bonds shall be transferred to the purchaser thereof as provided in Section 4.01(d)(iv) above and the Tender Agent shall authenticate and deliver substitute Bonds in lieu of such Undelivered Bonds. Any Owner of Undelivered Bonds shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bonds to the Tender Agent. The Tender Agent shall, as to any Undelivered Bonds, (A) promptly notify the Remarketing Agent of such nondelivery and (B) place a stop transfer against such Undelivered Bonds.

Section 4.02. Mandatory Tender After Flexible Rate Periods.

(a) Purchase Dates. While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, each such Bond bearing interest at a Flexible Rate shall be subject to mandatory tender for purchase on the first Business Day after the end of the Flexible Rate Period applicable to such Bond at its Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. Each Flexible Rate Period and mandatory tender date for a Bond shall be established on the date of purchase of such Bond as hereinafter provided. The Owner of any Bond bearing interest at a Flexible Rate and tendered for purchase as provided in this Section 4.02(a) shall provide the Tender Agent with payment instructions for the Purchase Price of its Bond upon tender thereof to the Tender Agent.

(b) Remarketing of Tendered Bonds. The Remarketing Agent shall use its best efforts to remarket all Bonds bearing interest at Flexible Rates required to be purchased on the ensuing purchase date. Subject to the provisions of Section 3.03, in remarketing the Bonds, the Remarketing Agent shall offer and accept purchase commitments for the Bonds for such Flexible Rate Periods and at such Flexible Rates as it deems to be advisable in order to minimize the net interest cost on the Bonds under prevailing market conditions; provided, however, that the foregoing shall not prohibit the Remarketing Agent from accepting purchase commitments for longer Flexible Rate Periods (and at higher Flexible Rates) than are otherwise available at the time of any remarketing if the Remarketing Agent determines that, under prevailing market conditions, a lower net interest cost on the Bonds can be achieved over the longer Flexible Rate Period. Notwithstanding the foregoing, no Flexible Rate Period may be established which (i) exceeds 270 days or is less than 7 days, or (ii) if the Remarketing Agent has given or received notice of any conversion to a Variable Rate Period or the Fixed Rate Period, exceeds the remaining number of days prior to the Conversion Date. The terms of any sale by the Remarketing Agent shall provide for the authorization of the payment of the Purchase Price by the Remarketing Agent to the

Tender Agent in immediately available funds at or before 10:30 a.m., New York City time, on the purchase date.

(c) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.02.

Section 4.03. Mandatory Tender Upon Variable Rate Conversion or Flexible Rate Conversion; Conversion from Term Rate Period with No Liquidity Facility.

(a) Conversions to Variable Rate Periods. Subject to Section 3.02(g)(vi), while a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, each such Bond to be converted from any Variable Rate Period to a different Variable Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period) pursuant to Section 3.02(g) or from a Flexible Rate Period to a Variable Rate Period pursuant to Section 3.02(h) are subject to mandatory tender for purchase on the applicable Variable Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(b) Conversion to Flexible Rate Periods from Variable Rate Periods. Subject to Section 3.03(b)(vi), while a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, each such Bond to be converted to a Flexible Rate Period pursuant to Section 3.03(b) are subject to mandatory tender for purchase on the applicable Flexible Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds.

(c) [Reserved.]

(d) Notice to Owners. Any notice of a Conversion Date given to Owners pursuant to Section 3.02(g)(iii), 3.02(h)(iii) or 3.03(b)(iii) shall, in addition to the requirements of such Section, state that the Bonds to be converted will be subject to mandatory tender for purchase on the Conversion Date and the time at which Bonds are to be tendered for purchase.

(e) Remarketing. On the date any notice of a Conversion Date is given to Owners pursuant to Section 3.02(g)(iii), 3.02(h)(iii), or 3.03(b)(iii), the Tender Agent shall notify the Pricing Officer, the Paying Agent/Registrar, the Remarketing Agent and the Bank, if any, by telephone, telegram, telecopy, facsimile transmission, electronic mail or other similar communication, of the principal amount of Bonds to be tendered for purchase on the Conversion Date. The Remarketing Agent shall use its best efforts to remarket such Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price of tendered Bonds to the Remarketing Agent in immediately available funds at or before 9:30 a.m., New York City time, on the Conversion Date.

(f) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to tenders pursuant to this Section 4.03.

(g) Conversion from Term Rate Period with No Liquidity Facility. As set forth in Section 3.02(f)(iv), while the Bonds bear interest at a Term Rate, the District shall use

its best efforts to take all such actions required by this Order to be performed by the District to cause such Bonds to be converted to a different Rate Period (including to a Term Rate Period of the same or a different duration as the then-expiring Term Rate Period) on the first Business Day immediately following the last day of the then-expiring Term Rate Period. If the conversion of Bonds relates to a conversion from a Term Rate Period to a different Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period), and there then exists no Liquidity Facility relating to such Bonds (and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then such Bonds shall be subject to mandatory tender for purchase on the Conversion Date without right of retention by the Owners at the Purchase Price. The provisions of Section 4.01(d) shall apply to such mandatory tenders pursuant to this Section 4.03(g). In the event that all of such Bonds (of the same series or subseries) subject to such mandatory tender are not converted into one or more Rate Periods and remarketed to new purchasers on the Conversion Date, the District shall have no obligation to purchase any of the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or such Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to all of such Bonds, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to optional redemption and mandatory tender for purchase at the Purchase Price on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order (including the identification of the Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will use its best efforts to cause such Bonds to be converted and remarketed on the earliest reasonably practicable date on which such Bonds can be remarketed at par plus accrued interest, in such Rate Period or Rate Periods as the District directs, at a rate not exceeding the Maximum Rate. The provisions of Sections 4.03(d), 4.03(e), 4.04(b) and 4.04(c) of this Order, as applicable, also shall apply to and govern the mandatory tender of Bonds described in this Section 4.03(g) to the extent such provisions are not in conflict with this Section 4.03(g).

(h) Notwithstanding any other provision of this Section 4.03 to the contrary, mandatory tenders to occur with respect to Bonds to be converted from the Initial Rate Period to any other Rate Period shall be governed by Section 4.08 of this Order.

Section 4.04. Mandatory Tender Upon Fixed Rate Conversion.

(a) Mandatory Tender Upon Conversion. Subject to Section 3.04(g), while the Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, any such Bond to be converted to a Fixed Rate pursuant to Section 3.04 shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. Any Bond in an Initial Rate

Period or a Term Rate Period (for which no Liquidity Facility is then in effect and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period) to be converted to a Fixed Rate pursuant to Section 3.04 is subject to mandatory tender for purchase on the Fixed Rate Conversion Date in accordance with the provisions of Section 4.03(g) or Section 4.08, as applicable.

(b) Notice to Owners. Any notice of conversion given to Owners pursuant to Section 3.04(d)(ii) shall, in addition to the requirements of such Section, state that (i) Owners shall not have the right to waive mandatory tender, (ii) Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the mandatory tender date) other than the Purchase Price for such Undelivered Bonds, (iii) such Undelivered Bonds shall no longer be entitled to the benefits of this Order, and (iv) the Bonds will not be subject to tender for purchase at the option of the Owner after the Fixed Rate Conversion Date.

(c) Remarketing. The Remarketing Agent shall use its best efforts to remarket the Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price of the tendered Bonds to the Remarketing Agent in immediately available funds at or before 9:30 a.m., New York City time on the Fixed Rate Conversion Date.

(d) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to mandatory tenders pursuant to this Section 4.04.

Section 4.05. Mandatory Tender Upon Expiration or Voluntary Termination of Liquidity Facility.

(a) While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, such Bonds covered by the Liquidity Facility shall be subject to mandatory tender for purchase at the Purchase Price on the following dates, without the right of the Owners thereof to retain such Bonds:

(i) on the last Business Day prior to the date on which the Liquidity Facility expires by its terms; provided, that no such tender and purchase shall be required if the Liquidity Facility is renewed or extended prior to the date of notice of mandatory tender to the Owner; or

(ii) on the last Business Day before termination of the Liquidity Facility as a result of the voluntary action of the District; and

(iii) on the last Business Day prior to the substitution of a new Liquidity Facility for such Bonds, provided that no such tender and purchase shall be required if prior to the date of notice to the Owner pursuant to subsection 4.05(b) below, the Remarketing Agent, the Paying Agent/Registrar, the Bank, and the Tender Agent shall have received written confirmation from the Rating Agency to the effect that the rating or ratings assigned to the Bonds will not be lowered, suspended or withdrawn as a result of the substitution.

(b) Not later than thirty (30) days prior to the purchase date, the Paying Agent/Registrar shall mail a written notice of the mandatory tender for purchase to the Owners of the Bonds subject to mandatory tender, which notice shall specify (i) the purchase date and (ii) the event requiring the purchase pursuant to Subsection (a) above. In the event that no mandatory tender and purchase is required as provided in Subsection 4.05(a)(iii) above, the Paying Agent/Registrar shall, upon receipt of the written confirmation required from the Rating Agency under Subsection 4.05(a)(iii), promptly mail a written notice to the Owners of the Bonds, which notice shall specify (i) the effective date of the substitute Liquidity Facility and (ii) the identity of the provider under the substitute Liquidity Facility.

(c) Bonds required to be delivered to the Tender Agent pursuant to this Section 4.05 shall be tendered in accordance with the provisions of Section 4.01(d).

Section 4.06. Mandatory Tender Upon Notice of Termination.

(a) While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, the Bonds are subject to mandatory tender for purchase at the Purchase Price without the right of Owners to retain their Bonds, on any date specified in a Notice of Termination from the Bank. Upon receipt of Notice of Termination from the Bank, the District shall immediately, but in no event later than one (1) Business Day after receipt of such Notice of Termination, notify the Paying Agent/Registrar of the matters set forth in such notice.

(b) The Paying Agent/Registrar shall give notice to Owners of a mandatory tender pursuant to this Section 4.06 at least nine (9) days prior to the mandatory tender date. Such notice of mandatory tender shall state that the Bonds are subject to mandatory tender on the Business Day next preceding the date of termination of the Liquidity Facility, as stated in the notice from the District and that Owners shall not have a right to retain their Bonds.

(c) Bonds shall be required to be delivered to the Tender Agent against payment therefor in accordance with the provisions of Section 4.01(d).

(d) No remarketing of the Bonds shall occur after the receipt by the District of the Notice of Termination until such time as a new Liquidity Facility is in effect.

Section 4.07. Mandatory Tender at Direction of District.

(a) Prior to the Fixed Rate Conversion Date, while a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, such Bonds are subject to mandatory tender for purchase at the option of the District, without the right of the Owners to retain their Bonds, on any date that such Bonds would otherwise be subject to optional redemption pursuant to Section 5.02 of this Order, for conversion to any other Rate Period in accordance with the provisions of this Order. No tender for purchase of Bonds pursuant to any such mandatory tender shall be deemed to be a payment or redemption of such Bonds or any portion thereof, and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Bonds.

(b) Any mandatory tender pursuant to this Section 4.07 shall be subject to the following conditions:

(i) on or before the mandatory tender date, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the mandatory tender date, sufficient funds shall be available to purchase Bonds which are then required to be purchased at the direction of the District pursuant to this Section 4.07.

If the foregoing conditions are not met for any reason, then (A) such Bonds shall remain in the same Rate Period, (B) the failed mandatory tender shall not constitute an Event of Default under this Order or such Bonds, (C) the mandatory tender will be deemed to have been rescinded for that date with respect to such Bonds and any Bonds so tendered will be returned to the Owners thereof, and (D) the Paying Agent/Registrar shall give prompt notice (not later than the proposed mandatory tender date) to the Owners of such Bonds stating that the mandatory tender did not occur because the conditions to such mandatory tender were not satisfied in accordance with the terms of this Order.

(c) Notice to Owners. Any notice of such mandatory tender will be given to Owners pursuant to Section 5.07 and shall, in addition to the requirements of such Section, state that Owners shall not have the right to retain their Bonds and that Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and the conditions contained in this Order for such mandatory tender to occur and the consequences of the failure to satisfy such conditions and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Bonds and such Undelivered Bonds shall no longer be entitled to the benefits of this Order.

(d) Remarketing. The Remarketing Agent shall offer for sale and use its best efforts to remarket the Bonds in the Rate Period selected by the District, all in accordance with the applicable provisions of this Order. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price to the Remarketing Agent of the tendered Bonds in immediately available funds at or before 9:30 a.m., New York City time on the mandatory date specified in the notice. The Remarketing Agent shall not sell any Bond for which a notice of conversion from one type of Variable Rate Period to another, to Flexible Rate Periods, or to a Fixed Rate Period has been given by the Paying Agent/Registrar unless the Remarketing Agent has advised the person to whom the sale is being made of the conversion.

(e) Purchase of Tendered Bonds. The provisions of Section 4.01(d) shall apply to mandatory tenders pursuant to this Section 4.07.

Section 4.08. Mandatory Tender at End of Initial Rate Period. The District shall use its best efforts to take all such actions required by this Order to be performed by the District to cause all Bonds (of a particular series or subseries) to be converted from the Initial Rate Period to a

different Rate Period on the first Business Day immediately following the last day of the applicable Initial Rate Period. Notwithstanding any other provision of this Order to the contrary, all Bonds issued hereunder shall be subject to mandatory tender for purchase on the mandatory tender date set forth in the Officer's Pricing Certificate to occur on the Business Day immediately following the last day of the Initial Rate Period, without right of retention by the Owner, at the Purchase Price. The provisions of Section 4.01(d) shall apply to such mandatory tenders pursuant to this Section 4.08. In the event that all of the Bonds (of the same series or subseries) subject to such mandatory tender are not converted into one or more Rate Periods and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase any of such Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or such Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to all of such Bonds, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of the Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase at the Purchase Price on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of this Order (including the identification of Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described in this Section 4.08, the District will use its best efforts to cause such Bonds to be converted and remarketed on the earliest reasonably practicable date on which such Bonds can be sold at not less than par plus accrued interest, in such Rate Period or Rate Periods as the District directs, at a rate not exceeding the Maximum Rate. The provisions of Sections 4.03(d), 4.03(e), 4.04(b) and 4.04(c) of this Order, as applicable, also shall apply to and govern the mandatory tender of Bonds described in this Section 4.08 to the extent such provisions are not in conflict with this Section 4.08.

ARTICLE V REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01. Limitation on Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article V and in the Officer's Pricing Certificate. Any provision of this Article V, including, without limitation, any provisions relating to the method of selection of Bonds for redemption, may be modified in an Officer's Pricing Certificate.

Section 5.02. Optional Redemption.

(a) Prior to the Fixed Rate Conversion Date, Bonds, other than (i) Purchased Bonds, (ii) Bonds bearing interest at the Initial Rate during the Initial Rate Period, and (iii) Bonds bearing interest at the Stepped Rate during the Stepped Rate Period, are subject to redemption at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Interest Payment Date.

(b) Bonds bearing interest at the Stepped Rate during the Stepped Rate Period and Purchased Bonds are subject to redemption, in whole or in part, at the option of the District, on any Business Day at a redemption price equal to the principal amount thereof plus interest accrued thereon at the Stepped Rate or the Bank Rate, as applicable, to the redemption date. Bonds bearing interest at the Initial Rate during the Initial Rate Period shall be subject to redemption only as provided in the Officer's Pricing Certificate.

(c) Bonds bearing interest at a Fixed Rate are subject to redemption at the option of the District, in whole or in part, on the dates and at the prices determined and established by the District in accordance with Section 3.04(h) of this Order.

(d) The District shall deliver notice to the Paying Agent/Registrar of its intention to redeem Bonds, which notice shall specify the principal amount and the maturity or maturities of the Bonds to be redeemed (i) with respect to Purchased Bonds and Bonds bearing interest at a Stepped Rate, at least two (2) days prior to the redemption date, (ii) with respect to Bonds bearing interest at a Flexible Rate, Weekly Rate or Monthly Rate, at least twenty-five (25) days prior to the redemption date; and (iii) with respect to Bonds bearing interest at a Quarterly Rate, Semiannual Rate, Term Rate or Fixed Rate, at least thirty-five (35) days prior to the redemption date.

(e) Subject to Section 5.07(c), on or prior to the date established for optional redemption of any Bonds or Purchased Bonds, the District shall have deposited an amount sufficient to pay the redemption price of the Bonds to be redeemed with the Paying Agent/Registrar or an authorized escrow agent. Such money may be invested in Government Securities having maturities which coincide with the redemption date.

(f) In addition to the foregoing and notwithstanding the notice provisions of Section 5.07 hereof, the District, at its option, may purchase for cancellation or redeem any Bond subject to mandatory tender on any mandatory tender date therefor without notice to any Owner, at a price equal to the principal amount thereof plus any accrued and unpaid interest.

Section 5.03. Scheduled Mandatory Redemption.

(a) The Bonds are subject to mandatory redemption from money on deposit in the Interest and Sinking Fund at a price of par plus accrued interest to the date fixed for redemption, in the amounts and on the dates set forth in the Officer's Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date for the Bonds required to be redeemed pursuant to subparagraph (a) of this Section 5.03, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Bonds equal to the aggregate principal amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 5.07.

(c) The principal amount of the Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 5.03 shall be reduced by the

principal amount of any Bonds of the same maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption. Bonds purchased for cancellation or redeemed pursuant to the optional redemption provisions hereof that are required to be redeemed pursuant to Section 5.03(a) shall be credited against future mandatory redemption payments as directed by the District.

(d) In lieu of mandatorily redeeming the Bonds subject to redemption pursuant to subparagraph (a) of this Section 5.03, the District reserves the right to purchase for cancellation such Bonds of the same maturity at a price no greater than the applicable redemption price of such Bonds.

Section 5.04. Additional Mandatory Redemption.

(a) In each fiscal year in which any series of the Bonds are Outstanding and accruing interest at a Flexible Rate or a Variable Rate, the District shall budget (in accordance with Section 2.13(a) hereof) for such fiscal year for the payment of interest on the Bonds, to the extent it is unknown, at a rate prescribed in the then-effective Liquidity Facility, if any, or at a rate equal to the Maximum Rate per annum. In the event and to the extent that interest paid on the Bonds during such fiscal year is less than the amount payable at the rate prescribed in the then-effective Liquidity Facility, if any, or the Maximum Rate, as applicable, when either such rate is used by the District in calculating its tax rate (the "Subsection (a) Excess Interest Funds"), the District shall cause the Subsection (a) Excess Interest Funds to be allocated and appropriated for the payment of the mandatory redemption of Bonds on the first August 1 next following the end of such fiscal year; provided the amount of such Subsection (a) Excess Interest Funds is equal to or greater than \$100,000. In each fiscal year when the amount of Subsection (a) Excess Interest Funds is equal to or greater than \$100,000, the District shall cause Bonds in a principal amount equivalent to the Excess Interest Funds to be redeemed on the August 1 next following the end of such fiscal year at the redemption price of par plus accrued interest to the date of redemption. The mandatory redemption of Bonds in accordance with the provision of this subsection (a) shall be in addition to the amount of Bonds to be mandatorily redeemed as set forth in the Officer's Pricing Certificate. The principal amount of Bonds subject to mandatory redemption, if any, shall be reduced, in inverse chronological order of redemption dates, by the amount of Bonds redeemed pursuant to the provisions of this Section 5.04(a).

(b) Notwithstanding the provisions of Section 2.13 and Section 5.04(a) above, in addition, in each fiscal year in which any series of the Bonds are Outstanding and accruing interest at a Flexible Rate or a Variable Rate, the District may, at the District's discretion, budget for such fiscal year and levy taxes for the payment of interest on the Bonds based on an interest rate on the Bonds equal to the actual rate borne thereby or any rate not to exceed the Maximum Rate per annum that is not less than the actual rate per annum. At the end of the fiscal year in which the District levies a tax based on the interest rate on the Bonds being equal to a rate exceeding the actual rate on the Bonds, the District

shall cause the difference between the amount budgeted at a rate exceeding the actual rate on the Bonds and the amount paid on the Bonds (“Subsection (b) Excess Interest Funds”) to be allocated and appropriated for the purchase for cancellation (if August 1 is a mandatory tender date) or payment of the mandatory redemption of Bonds on the first August 1 next following the end of such fiscal year; provided the amount of such Subsection (b) Excess Interest Funds is equal to or greater than \$100,000. In each fiscal year when the amount of Subsection (b) Excess Interest Funds is equal to or greater than \$100,000, the District shall cause Bonds in a principal amount equivalent to the Excess Interest Funds to be purchased for cancellation (if August 1 is a mandatory tender date) or redeemed on the August 1 next following the end of such fiscal year at the redemption price of par plus accrued interest to the date of redemption. The mandatory redemption of Bonds in accordance with the provision of this subsection (b) shall be in addition to the amount of Bonds to be mandatorily redeemed as set forth in the Officer’s Pricing Certificate.

(c) Unless utilized to purchase Bonds for cancellation on a mandatory tender date, at least 45 days prior to each mandatory redemption date described in subsections (a) and (b) of this Section 5.04, the District will notify the Paying Agent/Registrar and the Remarketing Agent in writing of the principal amount of Bonds to be mandatorily redeemed on such mandatory redemption date, and instruct the Paying Agent/Registrar to select by lot or other customary random selection method the Bonds or portions thereof to be redeemed.

Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par, plus accrued interest to the date of redemption, and shall be selected by the Paying Agent/Registrar by lot or other method that results in a random selection thereof. The District, at its option, may credit against any mandatory redemption requirement, Bonds which have been purchased by the District, using funds other than remarketing proceeds or moneys drawn under the Liquidity Facility, at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase and canceled by the Paying Agent/Registrar, or have been optionally redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Section 5.05. Special Mandatory Redemption. Purchased Bonds shall be subject to special mandatory redemption, if required by and in accordance with the provisions of the applicable Liquidity Facility.

Section 5.06. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed, the District shall direct the Paying Agent/Registrar to call Purchased Bonds first and then to call Bonds or portions thereof by lot or other random selection method for redemption; provided that in the event that the District elects to optionally redeem less than all of the Outstanding principal amount of a maturity of Bonds that are term Bonds with multiple mandatory sinking fund redemption dates the Pricing Officer shall select, or cause to be selected, the mandatory redemption dates to which such redemption shall be applied and the principal amounts of such Bonds to be redeemed, and the Paying Agent/Registrar shall then select, or cause to

be selected, such principal amount of Bonds to be redeemed by lot or other random selection method for redemption.

(b) A portion of a single Bond of a denomination greater than a minimum Authorized Denomination may be redeemed but only in a principal amount equal to a minimum Authorized Denomination or any integral multiple thereof. The Paying Agent/Registrar shall treat each minimum Authorized Denomination of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Section 5.07. Notice of Redemption.

(a) The Paying Agent/Registrar shall cause notice of redemption of any Bond to be redeemed in whole or in part to be mailed first class mail to the Rating Agency and to the Owner thereof at the address of the Owner appearing in the Register (i) with respect to a Bond bearing interest at a Stepped Rate or a Bank Rate, at least one (1) day prior to the redemption date; (ii) with respect to a Bond bearing interest at a Flexible Rate, Weekly Rate or Monthly Rate, at least twenty (20) days prior to the redemption date; and (iii) with respect to a Bond bearing interest at a Quarterly Rate, a Semiannual Rate, a Term Rate or a Fixed Rate, at least thirty (30) days prior to the redemption date.

(b) The notice of redemption shall identify the Bonds to be redeemed, and shall specify the numbers thereof (if not held in a Book-Entry Only System), the redemption date and the redemption price. The notice shall state that (i) on the redemption date the Bonds called for redemption will be payable at the designated office of the Paying Agent/Registrar, and (ii) on and after the redemption date interest will cease to accrue (unless sufficient moneys are not available to the Paying Agent/Registrar to pay the redemption price on the redemption date).

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 5.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding. Failure to pay the redemption price of the Bonds subject to optional redemption shall not constitute an Event of Default hereunder or under any Bond.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 5.08. Payment Upon Redemption.

(a) By each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date.

(b) Upon presentation and surrender of any Bond called for redemption at the designated office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money provided for that purpose.

Section 5.09. Effect of Redemption.

(a) Notice of redemption having been given, and due provision having been made for payment, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption; thereafter, such Bonds or portions thereof shall cease to bear interest from the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the District shall fail to make provision for the payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest until due provision is made for the payment of same by the District.

**ARTICLE VI
PAYING AGENT/REGISTRAR;
REMARKETING AGENT; TENDER AGENT**

Section 6.01. Appointment of Initial Paying Agent/Registrar. The Pricing Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Officer's Pricing Certificate. The Board hereby approves the form of Paying Agent/Registrar Agreement specifying the duties of the Paying Agent/Registrar and the District, and the President of the Board, the Vice President of the Board or the Pricing Officer is authorized to execute and deliver such agreement for and on behalf of the District and this Board, with such changes as the person executing the same may approve. Such agreement as executed by the President of the Board, the Vice President of the Board or the Pricing Officer, shall be deemed to be the Paying Agent/Registrar Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Section 6.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 6.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 6.02 of this Order.

(b) If the Paying Agent/Registrar resigns, is terminated, or otherwise ceases to serve as such, the District will promptly appoint a replacement with the consent of the Bank, if any, such consent not to be unreasonably withheld.

Section 6.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 6.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address shown in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 6.06. Agreement to Perform. By accepting the appointment as Paying Agent/Registrar and executing a paying agent/registrar agreement with the District, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 6.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

Section 6.08. Appointment of Initial Remarketing Agent. The Pricing Officer is hereby authorized to select and appoint the initial Remarketing Agent for the Bonds, which appointment shall be set forth in the Officer's Pricing Certificate. The Remarketing Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Remarketing Agreement. The Board hereby approves the form of Remarketing Agreement specifying the duties and responsibilities of the District and the Remarketing Agreement. The President of the Board, the Vice President of the Board or the Pricing Officer is hereby authorized and directed to execute and deliver the Remarketing Agreement for and on behalf of the District and this Board, with such changes as the person executing the same may approve, and such Remarketing Agreement as executed by the President of the Board, the Vice President of the Board or the Pricing Officer shall be deemed to be the Remarketing Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Section 6.09. Appointment of Initial Tender Agent. The Pricing Officer is hereby authorized to select and appoint the initial Tender Agent for the Bonds, and the initial Tender Agent shall be designated in the Officer's Pricing Certificate. The Tender Agent shall signify its

acceptance of the duties and obligations imposed on it hereunder by its execution of the Tender Agent Agreement. The Board hereby approves the form of Tender Agent Agreement specifying the duties and responsibilities of the District and the Tender Agent, and the President of the Board, the Vice President of the Board or the Pricing Officer is hereby authorized and directed to execute and deliver the Tender Agent Agreement for and on behalf of the District and this Board, with such changes as the person executing the same may approve, and such Tender Agent Agreement as executed by the President of the Board, the Vice President of the Board or the Pricing Officer shall be deemed to be the Tender Agent Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Each Tender Agent shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of tender agent for the Bonds.

Section 6.10. Maintaining Remarketing Agent and Tender Agent.

(a) The District hereby agrees that, while any of the Bonds bear interest at a Variable Rate or a Flexible Rate, it will maintain a Remarketing Agent and Tender Agent with respect to the Bonds, qualified to act in such respective capacity. No resignation or removal of the Remarketing Agent or Tender Agent shall become effective until a successor has been appointed and accepted such appointment. Any successor Tender Agent shall have capital of not less than \$50,000,000.

(b) Promptly upon each change in the entity serving as Remarketing Agent or Tender Agent, the District will cause the Paying Agent/Registrar or another party to send notice of such change to each Owner by first class mail.

Section 6.11. Maintaining a Liquidity Facility. The District agrees to at all times maintain a Liquidity Facility with respect to Bonds bearing interest at a Flexible Rate or at a Variable Rate (other than the Initial Rate, the Stepped Rate or a Term Rate with respect to which the District has elected not to provide a Liquidity Facility).

ARTICLE VII FORM OF THE BONDS

Section 7.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Officer's Pricing Certificate, and (ii) 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, insurance legends in the event the Bonds (or any Stated Maturities thereof) are insured, and any reproduction of an opinion

of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds may be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution.

Section 7.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Global Intelligence, or another entity that provides securities identification numbers for municipal securities, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 7.03. Legal Opinion. The obligation of the Underwriter to accept delivery of the Bonds is subject to being furnished a final opinion of Bracewell LLP, Bond Counsel, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion 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.

ARTICLE VIII SALE AND DELIVERY OF BONDS; AND DEPOSIT OF PROCEEDS

Section 8.01. Sale of Bonds; Offering Memorandum.

(a) The Bonds shall be sold and delivered to the Underwriter at a price to be set forth in the Officer's Pricing Certificate and in accordance with the terms of the Purchase Contract approved by the Pricing Officer. Upon completion of the terms of the Officer's Pricing Certificate, any of the Pricing Officers are hereby authorized and directed to execute the Purchase Contract and the Officer's Pricing Certificate on behalf of the District, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by the execution of the Purchase Contract by the Pricing Officer. The President and Vice President of the Board, the Secretary of the Board, the Pricing Officer and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(b) The Pricing Officer is hereby authorized and directed to cause to be prepared on behalf of the District, in accordance with the District's Disclosure Strategy, one or more Preliminary Offering Memoranda, to be used by the Underwriter in the

offering and sale of the Bonds, and to certify or otherwise represent that such Preliminary Offering Memoranda are “deemed final” Preliminary Offering Memoranda as of their dates (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Pricing Officer (the “Preliminary Offering Memorandum”). The use and distribution of one or more Preliminary Offering Memoranda in the public offering of the Bonds by the Underwriter is hereby authorized. The Pricing Officer is hereby further authorized and directed (i) to cause to be prepared on behalf of the District, in accordance with the District’s Disclosure Strategy, one or more final Offering Memoranda (each an “Offering Memorandum”), (ii) to use and distribute or authorize the use and distribution of one or more Offering Memoranda, (iii) to execute the same, if required, and (iv) to deliver appropriate numbers of copies thereof to the Underwriter. Each Offering Memorandum as thus approved, executed, if required, and delivered, with such appropriate variations as shall be approved by the Pricing Officer and the Underwriter, may be used by the Underwriter in the public offering and sale thereof.

(c) The President and Vice President of the Board, the Secretary of the Board, the Pricing Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, to effectuate the refunding of the Refunded Obligations and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the Permanent School Fund for the Bonds from the Texas Education Agency and seeking ratings on the Bonds from the Rating Agency. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the District is hereby authorized and directed to issue a check or wire payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bond or (ii) \$9,500, but in no case less than \$750).

Section 8.02. Control and Delivery of Bonds.

(a) The Pricing Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Initial Bonds shall be made to the Underwriter against receipt by the District of all amounts due to the District under the terms of sale.

Section 8.03. Deposit of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as provided in the Officer’s Pricing Certificate.

**ARTICLE IX
INVESTMENTS**

Section 9.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the District, may be invested in such securities or obligations as permitted under applicable law, and pending the disbursement of the proceeds of sale of the Bonds for authorized purposes such proceeds of sale may be invested in authorized investments in accordance with the Public Funds Investment Act (Texas Government Code, Chapter 2256), as amended, or other applicable law. The investments under this Order include guaranteed investment contracts as authorized by Section 2256.015 of the Texas Government Code; all such investments shall be made in such a manner that the money required to be expended will be available at the proper time or times.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 9.02. Investment Income.

(a) Interest and income derived from investment of money in the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the proceeds of sale of the Bonds and funds held for the payment of the costs of issuance shall be credited to the fund or account where deposited and shall be used for such purposes, with any funds remaining after the accomplishment of such purposes to be transferred to the Interest and Sinking Fund.

**ARTICLE X
PARTICULAR REPRESENTATIONS AND COVENANTS**

Section 10.01. Payment of the Bonds. On or before each date principal, premium, if any, or interest on the Bonds is due, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal, premium, if any, and interest on the Bonds when due.

Section 10.02. Other Representations and Covenants.

(a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid the principal, redemption premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 10.03. Federal Tax Matters.

(a) General. The District covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Bonds to be includable in gross income, for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Obligations and the Bonds and the use of the property financed, directly or indirectly,

thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the District, this Order serves as the District’s official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

ARTICLE XI DEFAULT AND REMEDIES

Section 11.01. Events of Default. Except as otherwise expressly provided by the terms of this Order, each of the following occurrences or events is hereby declared to be an Event of Default for the purpose of this Order:

(a) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement, or obligation of the District, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the District.

Section 11.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under this Order by mandamus or other suit, action, or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) All such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then Outstanding.

Section 11.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

**ARTICLE XII
DISCHARGE**

Section 12.01. Discharge. The Bonds may be defeased, refunded or discharged in any manner now or hereafter permitted by applicable law.

**ARTICLE XIII
CONTINUING DISCLOSURE UNDERTAKING**

Section 13.01. Annual Reports.

(a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in or after 2021, financial information and operating data with respect to the District of the general type included in the Offering Memorandum authorized by Section 8.01(b), being the Tables more specifically described in the Officer's Pricing Certificate and including financial statements of the District if audited financial statements of the District are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) 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 audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) 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.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an Offering Memorandum or other offering document), if it is available to the public on the MSRB's Internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 13.02. Event Notices.

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

- (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 the 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;

Note to paragraph 12: For the purposes of the event identified in paragraph (12) of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the 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 such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(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;

(14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

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

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

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide financial information and operating data in accordance with Section 13.01(a). All

documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.03. Limitations, Disclaimers and Amendments.

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

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, 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 Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER 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 WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, 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.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under this Order for purposes of any other provisions of this Order.

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

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, 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 Owners of a majority in aggregate principal amount (or any greater amount required by

any other provisions 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 Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Article in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with Section 13.01 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 13.04. Amendments to the Rule. In the event the Pricing Officer, in consultation with Bond Counsel and the District's financial advisor, determines that it is necessary or desirable to amend the provisions of this Article XIII in order to facilitate compliance to the Rule and related guidance from the SEC, the Pricing Officer may make such changes in the Officer's Pricing Certificate for the Bonds and such amendments are hereby authorized and shall be deemed effective as set forth in the Officer's Pricing Certificate.

ARTICLE XIV AMENDMENTS AND SUPPLEMENTS TO ORDER

Section 14.01. Without Consent of Owners. Without notice to or the consent of any Owner, the District may, at any time, amend or supplement this Order or the Bonds (including any particular series or subseries thereof):

(a) to cure or correct any ambiguity or defective provision herein or to correct or supplement any provision in this Order which may be inconsistent with any other provision contained herein;

(b) to modify this Order or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(c) to authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to this Order regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;

(d) to increase or decrease the number of days specified for the giving of notices in Articles III, IV and V of this Order, provided that no decreases in any such number of days shall become effective except while the Bonds bear interest at a Variable Rate and until 30 days after the Paying Agent/Registrar has given notice to the Owners of such Bonds of such amendment or supplement;

(e) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from a Book-Entry Only System for the Bonds;

(f) to make any change to this Order when all Bonds have been tendered to the Remarketing Agent pursuant to the terms of this Order, but have not been remarketed following such tender; provided, however, that the Remarketing Agent consents to such amendment or supplement;

(g) to provide for the benefit of all of the Bonds a Liquidity Facility (or a substitute Liquidity Facility, as the case may be), which may change the provisions of this Order regarding payment, remedies and any other matter which affects the Owners of Bonds;

(h) effective upon any Conversion Date to a new Rate Period, to make any changes to this Order affecting only the Bonds being converted;

(i) to increase the Maximum Rate; or

(j) to make any other change that does not, in the opinion of bond counsel to the District, materially adversely affect the interests of the Owners.

Section 14.02. With Consent of Owners. If an amendment of or supplement to this Order or the Bonds without any consent of Owners is not permitted by Section 14.01, the District may enter into such amendment or supplement without prior notice to any Owners but with the consent of Owners of at least a majority in principal amount of the Bonds then Outstanding of the particular series or subseries affected by such amendment or supplement. However, except as permitted by subsections (f), (g) and (h) of Section 14.01, nothing herein contained shall permit or be construed to permit the amendment, without the consent of each Owner affected thereby, of or supplement to the terms and conditions in this Order, so as to:

(a) change the sinking fund requirements, if any, Interest Payment Dates, rights of the Owners to tender or the maturity or maturities of the Outstanding Bonds;

(b) reduce the rate of interest borne by any of the Outstanding Bonds;

(c) reduce the amount of the principal or Purchase Price of or premium, if any, payable on the Outstanding Bonds;

(d) modify the terms of payment of principal or Purchase Price of, premium, if any, or interest on the Outstanding Bonds, or impose any conditions with respect to such payments;

- (e) affect the rights of the Owners of fewer than all of the Outstanding Bonds;
- or
- (f) decrease the minimum percentage of the principal amount of Outstanding Bonds necessary for consent to any such amendment.

Section 14.03. Effect of Consents. Any consent received pursuant to Section 14.02 will bind each Owner delivering such consent and each subsequent Owner of a Bond or portion of a Bond evidencing the same debt as the consenting Owner's Bond.

Section 14.04. Notation on or Exchange of Bonds. If an amendment or supplement changes the terms of a Bond, the Paying Agent/Registrar may require the Owner thereof to deliver it to the Paying Agent/Registrar. The Paying Agent/Registrar may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Paying Agent/Registrar and the District determine, the District in exchange for the Bond will issue and the Paying Agent/Registrar will authenticate a new Bond that reflects the changed terms.

Section 14.05. Notice to Owners. Upon receipt of notice of an amendment or change to this Order, the Paying Agent/Registrar shall cause notice of the execution of each supplement or amendment to this Order to be mailed to the Owners affected thereby. The notice will at the option of the Paying Agent/Registrar, either (i) briefly state the nature of the amendment or supplement and that copies of it are on file with the Paying Agent/Registrar for inspection by Owners or (ii) enclose a copy of such amendment or supplement.

ARTICLE XV PERMANENT SCHOOL FUND GUARANTEE

Section 15.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State, subject to compliance with the Texas Education Agency's rules and regulations. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District hereby certifies and covenants that

- (a) a certified copy of this Order and copies of the Offering Memorandum shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of the Bonds;
- (b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

ARTICLE XVI

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED OBLIGATIONS

Section 16.01. Subscription for Securities. The Pricing Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities, if any, required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved.

Section 16.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Obligations. The Pricing Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President or Vice President and Secretary of the Board, an Escrow Agreement, having such terms and provisions as are approved by the Pricing Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively, the Pricing Officer may elect to deposit directly with the issuing and paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations and is hereby authorized to execute and deliver a deposit agreement in connection with such deposits.

Section 16.03. Payment of Refunded Obligations; Redemption of Refunded Obligations. Following the deposit to the Escrow Fund as herein specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities, if any, on deposit in the Escrow Fund and shall cease to be payable from ad valorem taxes. The Refunded Obligations are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Officer's Pricing Certificate. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Obligations a certified copy of this Order calling the Refunded Obligations for redemption and a copy of the Officer's Pricing Certificate. The delivery of this Order and the Officer's Pricing Certificate to such paying agent/registrar shall constitute the giving of notice of redemption to the respective paying agent/registrar for the Refunded Obligations and such paying agent/registrar is hereby authorized and directed to give notice of redemption to the owners of the Refunded Obligations in accordance with the requirements of the order authorizing the issuance thereof.

ARTICLE XVII MISCELLANEOUS

Section 17.01. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District, the Tender Agent or the Paying Agent/Registrar shall be deemed to have been given only upon receipt in written or electronic form. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

DISTRICT: Fort Bend Independent School District
16431 Lexington Boulevard
Sugar Land, Texas 77479
Attention: Chief Financial Officer

PAYING AGENT/
REGISTRAR - As designated in the Officer's Pricing Certificate
TENDER AGENT:

Section 17.02. Notice to Rating Agencies. At any time during which the Bonds are rated by the Rating Agency, the Paying Agent/Registrar shall, upon the direction of the District, notify the Rating Agency, promptly of (i) any change in the Paying Agent/Registrar, Tender Agent, Remarketing Agent or the Bank, if any, (ii) the expiration, termination, extension or any other material change to this Order or the Remarketing Agreement, and (iii) the redemption, defeasance or payment of all of the Bonds or conversion of the Bonds to a Fixed Rate. Any such notice shall be sent by first class mail, postage prepaid, to: Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Group—Texas Local Ratings; Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10004, Attention: Municipal Structured Finance, email: pubfin_structuredstandardandpoors.com; and Fitch Ratings, One State Street Plaza, New York, New York, 10004, Attention: Municipal Structured Finance.

Section 17.03. Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Bond Counsel, financial advisors to the District, the Underwriter, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Bond Counsel, financial advisors to the District, the Underwriter, and the Owners.

Section 17.04. Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

Section 17.05. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 17.06. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 17.07. 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 Texas Government Code, as amended.

Section 17.08. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 17.09. No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the District or any person executing any Bond.

Section 17.10. Further Procedures. The officers and employees of the District are hereby 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 under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the refunding of the Refunded Obligations, the conversion and remarketing of the Bonds as herein authorized, the Paying Agent/Registrar Agreement, the Purchase Contract, the Remarketing Agreement, the Tender Agent Agreement, and the Offering Memorandum. In addition, prior to the initial delivery of the Bonds, any Pricing Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Offering Memorandum, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 17.11. Effective Date. This Order shall be in full force and effect from and upon its adoption.

[Remainder of Page Intentionally Left Blank]

PASSED, APPROVED AND EFFECTIVE on January 19, 2021.

Secretary, Board of Trustees
Fort Bend Independent School District

President, Board of Trustees
Fort Bend Independent School District

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATION CANDIDATES

The Pricing Officer may select the specific maturities of unlimited tax bonds constituting the Refunded Bonds from the following series of the District's outstanding unlimited tax bonds:

Variable Rate Unlimited Tax Refunding Bonds, Series 2017D

The Pricing Officer may select the specific maturities and series of unlimited tax commercial paper notes constituting the Refunded Notes from the following series of the District's outstanding commercial paper notes:

Unlimited Tax Commercial Paper Program, Series A

Unlimited Tax Commercial Paper Program, Series B

EXHIBIT A

FORM OF OFFICER’S PRICING CERTIFICATE

Re: Fort Bend Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds, Series ____ (the “Bonds”)

I, the undersigned Chief Financial Officer of the Fort Bend Independent School District (the “District”), do hereby make and execute this Officer’s Pricing Certificate pursuant to an order adopted by the Board of Trustees of the District on January __, 2021 (the “Order”) authorizing the issuance of the referenced Bonds.

As authorized by Section 2.01 and Section 8.01 of the Order, I have acted on behalf of the District in selling the Bonds to the Underwriters (as designated below) pursuant to the terms of the Purchase Contract dated as of the date hereof. The Bonds shall have the terms set forth in this Officer’s Pricing Certificate. Capitalized terms used in this Officer’s Pricing Certificate shall have the meanings given such terms in the Order.

A. Underwriters. The Bonds are being sold to a syndicate of underwriters consisting of _____, as provided in the Purchase Contract. The undersigned hereby finds, determines and declares that the terms of sale of the Bonds are in the District’s best interests, and therefore, the sale of the Bonds to the Underwriters at a price of \$ _____ in accordance with the terms of the Purchase Contract dated as of the _____, 2021 is hereby approved.

B. Designation and Date. The Bonds shall be designated the “Fort Bend Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds, Series _____.” The Dated Date of the Bonds shall be [_____]. The Issuance Date is scheduled for [_____].

C. Principal Amount, Initial Rate, Initial Rate Period and Maturity. The Bonds shall be issued in the aggregate principal amount of \$ _____ for the purposes specified in Section 2.01 in the Order.

The Bonds shall mature on the date and in the amount, and shall bear interest at the Initial Rate from the Issuance Date to and including the last day of the Initial Rate Period, as set out in the following schedule:

<u>Stated Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Last Day of the Initial Rate Period</u>	<u>Mandatory Tender Date</u>	<u>Initial Rate</u>
	\$ _____			

The Bonds shall be subject to mandatory tender on the Mandatory Tender Date set forth above. Interest during the Initial Rate Period shall accrue from the Issuance Date to and including the last day thereof.

The Stepped Rate shall be ___% per annum. The Maximum Rate shall be ___% per annum.

D. Refunded Notes. The Refunded Note to be refunded and/or defeased with a portion of the proceeds of the Bonds (the “Refunded Notes”) are set forth in Schedule I-1 attached hereto. The Refunded Notes are scheduled to mature on the date set forth in Schedule I-1 hereto. The Refunded Notes shall be paid at maturity at a price equal to the principal amount thereof plus interest accrued thereon to their maturity date.

As provided in the Order, the refunding and defeasance of the Refunded Notes will benefit the District by providing long-term financing of the Refunded Obligations and reducing market risks to the District, and that such benefits constitute a valid public purpose and are sufficient consideration for the refunding contemplated herein.

E. Refunded Bonds. The Refunded Bonds to be refunded and/or defeased with a portion of the proceeds of the Bonds (the “Refunded Bonds”) are set forth in Schedule I-2 attached hereto. The Refunded Bonds are hereby called for redemption on the dates set forth in Schedule I-2 hereto. The Refunded Bonds shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

As provided in the Order, the refunding and defeasance of the variable rate Refunded Bonds will benefit the District by providing long-term financing of the Refunded Bonds, additional market efficiencies versus the remarketing of the Refunded Bonds, and reduced market risks to the District, and that such benefits constitute a valid public purpose and are sufficient consideration for the refunding contemplated herein

F. Form of Bond. The Bonds shall be substantially in the form set forth in Exhibit A attached hereto with such insertions, changes and modifications as are required to conform the bond form to the terms of this Officer’s Pricing Certificate.

G. Redemption. The Bonds are subject to redemption at the option of the District during the Initial Rate Period as follows: _____. The Bonds are otherwise subject to optional and mandatory redemption as described in the Form of Bond attached as Exhibit A hereto.

H. Voted Authority. The following schedule shows the amount of voted authorization outstanding after the issuance of the Bonds:

Election	Amount Voted	Amount Previously Issued	Amount Charged Against Voted Authorization	Outstanding Commercial Paper being Refunded ⁽³⁾	Authorized but Unissued Balance
2014 Election (Proposition No. 1)	\$484,000,000	\$442,000,000	\$ _____ ⁽¹⁾	\$ _____	\$ _____
2018 Election (Proposition A)	\$992,600,000	\$388,120,000	\$ _____ ⁽²⁾	\$ _____	\$ _____

⁽¹⁾ Includes \$ _____ in premium counted against voted authorization.

⁽²⁾ Includes \$ _____ in premium counted against voted authorization.

(3) Includes the full \$_____ in principal amount of the District's Unlimited Tax Commercial Paper Program, Series [A/B] being refunded or defeased with the proceeds of the Bonds.

I. Following the issuance of the Bonds under this Order, \$_____ in new money bond authority remains under Section 2.01(a)(x) of this Order and Section 3.01(a) of the Fixed Rate Order and \$_____ in refunding bond authority remains under Section 2.01(a)(y) of this Order and Section 3.01(b) of the Fixed Rate Order.

J. Terms of Sale. The undersigned does hereby find, certify and represent that the sale of the Bonds on the terms described herein satisfy the requirements and parameters contained in Section 2.01 of the Order.

K. Application of Bond Proceeds. The proceeds of the Bonds shall be applied as follows (the sale of the Bonds generated premium in the amount of \$_____, of which \$_____ is allocated to the new money portion of the Bonds and \$_____ is allocated to the refunding portion of the Bonds):

(i) The amount of \$_____, consisting of \$_____ principal amount of the Bonds, plus premium received from the sale of the Bonds in the amount of \$_____ [and available funds from the District in the amount of \$_____], shall be used for the refunding of \$_____ in principal amount of the Refunded Obligations;

(ii) The amount of \$_____, consisting of \$_____ principal amount of Bonds plus premium received from the sale of the Bonds in the amount of \$_____, shall be used for the construction, acquisition and equipment of school buildings in the District, including safety and security and technology infrastructure, for the purchase of necessary sites for school buildings and for the purchase of new school buses;

(iii) Premium received from the sale of the Bonds in the amount of \$_____ principal amount of Bonds plus premium received from the sale of the Bonds in the (of which \$_____ is allocated to the new money portion of the Bonds and \$_____ is allocated to the refunding portion of the Bonds) shall be used to pay the costs of issuing the Bonds, including the underwriter's discount;

(iv) Any amounts remaining following payment of the costs of issuing the Bonds shall be deposited to the interest and sinking fund designated for the Bonds.

L. _____ is hereby designated as the Paying Agent/Registrar for the Bonds.

M. _____ is hereby designated as the Tender Agent for the Bonds.

N. _____ is hereby designated as the Escrow Agent for the Refunded Obligations.

O. Continuing Disclosure Undertaking. The financial information and operating data to be provided annually by the District pursuant to Section 13.01(a) of the Order shall include all

quantitative financial information and operating data with respect to the District of the general type included in Tables _____ in the Offering Memorandum.

[Signature Page Follows]

WITNESS MY HAND this _____, 2021.

Pricing Officer

*Signature Page to Officer's Pricing Certificate
Fort Bend Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds, Series _____*

EXHIBIT A TO FORM OF OFFICER'S PRICING CERTIFICATE

FORM OF BOND

REGISTERED
NO. _____¹

REGISTERED AMOUNT
\$ _____

United States of America
State of Texas
County of Fort Bend

FORT BEND INDEPENDENT SCHOOL DISTRICT
VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BOND
SERIES _____²

Dated Date: Issuance Date: Interest Rate: Maturity Date: CUSIP No.³

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

Fort Bend Independent School District (the "District"), in the County of Fort Bend, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns thereof, on the Maturity Date specified above, the Principal Amount stated above, unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on the unpaid principal amount hereof from the later of the Issuance Date shown above or the most recent Interest Payment Date to which interest has been paid or provided for. Interest shall accrue from the Issuance Date.

Interest on this Bond is payable to the registered owner hereof (i) with respect to the period during which interest accrues at a Flexible Rate, Weekly Rate, Monthly Rate or Quarterly Rate, by federal funds wire transfer within the continental United States upon written instruction from the Owner to the Paying Agent/Registrar, otherwise by first class mail by check dated the Interest Payment Date, and (ii) with respect to any period during which interest accrues at the Initial Rate, a Term Rate, Semiannual Rate or Fixed Rate, by check, dated as of the Interest Payment Date, and sent by first class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown on the Register or by such other customary banking arrangement acceptable to the

¹ Initial Bond to be numbered I-1.
² Insert from Officer's Pricing Certificate.
³ Omit from Initial Bond.

Paying Agent/Registrar requested by, and at the risk and expense of the Owner. The principal hereof is payable upon presentation and surrender of this Bond at the designated office of _____⁴, as Paying Agent/Registrar, or any successor Paying Agent/Registrar.

This Bond is one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$_____⁵ (herein referred to as the “Bonds”), issued pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order and relating to the Bonds (the “Pricing Certificate”) to provide funds for (i) the construction, acquisition and equipment of school buildings in the District, including safety and security and technology infrastructure for the District, the purchase of the necessary sites for school buildings, and the purchase of new school buses, (ii) the refunding of certain outstanding obligations of the District, and (iii) to pay the costs of issuing the Bonds. As used herein, the “Order” shall mean the Bond Order, as the same may be amended or supplemented from time to time in accordance with the terms thereof, together with the Pricing Certificate and any other Officer’s Pricing Certificate (as defined in the Order) executed and delivered in connection with the remarketing or conversion of or other change to this Bond in accordance with the provisions of the Bond Order. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Order. To the extent of any conflict between the terms and provisions of the Order and this Bond, the terms and provisions of the Order shall govern and control.

For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered on the Record Date, as set forth in the Order. As used herein, “Interest Payment Date” shall have the meaning assigned to such term in the Order.

Any payments required to be made hereunder on any day which is not a Business Day (as defined in the Order) shall be made instead on the next succeeding Business Day and no interest shall accrue on such payments in the interim. In addition, unless otherwise provided in the Order, in the event that the day on which any act or function is to be performed or done is not a Business Day, such act or function shall be performed or done on the next succeeding Business Day.

This Bond shall not be valid or obligatory for any purpose unless it is registered by the Comptroller of Public Accounts of Texas by certificate affixed or attached hereto or authenticated by the Paying Agent/Registrar by due execution of the Authentication Certificate provided herein.

The Bonds are not benefited by a Liquidity Facility during the Initial Rate Period and any Term Rate Period for which the District has elected not to provide a Liquidity Facility.

INTEREST PROVISIONS

This Bond bears interest at a Variable Rate, a Flexible Rate or a Fixed Rate, as further set forth in the Order.

This Bond initially shall bear interest at the Initial Rate provided in the Pricing Certificate from the Issuance Date stated above to and including _____, 20__ (the “Initial Rate Period”).

⁴ Insert from Officer’s Pricing Certificate.

⁵ Insert from Officer’s Pricing Certificate.

This Bond shall be subject to mandatory tender, without right of retention by the owners thereof, on _____, 20__ and shall be tendered to the Tender Agent against payment therefor. Thereafter, this Bond shall bear interest at a Weekly Rate, Monthly Rate, Quarterly Rate, Semiannual Rate, Term Rate or Flexible Rate until converted to another Rate Period, or at a Fixed Rate.

The rate of interest applicable to any Rate Period shall be determined in accordance with the applicable provisions of the Order and pursuant to the terms of the Remarketing Agreement between the District and the Remarketing Agent.

OPTIONAL TENDERS

During such time that the Bonds are benefitted by a Liquidity Facility, the registered owner hereof has the right to tender this Bond for purchase at the principal amount hereof plus accrued interest in accordance with and subject to the terms of the Order.

AFTER THE BONDS HAVE BEEN CONVERTED TO BEAR INTEREST AT A FIXED RATE THEY SHALL NOT BE SUBJECT TO TENDER FOR PURCHASE.

MANDATORY TENDER

This Bond is subject to mandatory tender for purchase in accordance with the terms of the Order.

FAILED REMARKETING WITH NO LIQUIDITY FACILITY

Initial Rate Period. In the event that this Bond bears interest at an Initial Rate and it is not converted into a different Rate Period and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender at the purchase price on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owner hereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of the Order (including the identification of Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of the Order. In the event of a failed conversion and remarketing as described above, the District will use its best efforts to cause this Bond to be converted and remarketed on the earliest reasonably practical date on which it can be remarketed at not less than par plus accrued interest, in such Rate Period or Rate Periods as the District directs, at a rate not exceeding the Maximum Rate.

Term Rate Periods. If this Bond is subject to mandatory tender on the Conversion Date in connection with a conversion from a Term Rate Period to a different Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-

expiring Term Rate Period), and there then exists no Liquidity Facility relating to this Bond (and there was no Liquidity Facility upon the commencement of the then-expiring Term Rate Period), and this Bond is not converted into a different Rate Period and remarketed to new purchasers on the Conversion Date, then the District shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase at the purchase price on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Owner hereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of the Order (including the identification of the Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of the Order. In the event of a failed conversion and remarketing as described above, the District will use its best efforts to cause this Bond to be converted and remarketed on the earliest reasonably practical date on which it can be remarketed at not less than par plus accrued interest, in such Rate Period or Rate Periods as the District directs, at a rate not exceeding the Maximum Rate.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds are subject to redemption at the option of the District in accordance with the terms of the Order.

Scheduled Mandatory Redemption. The Bonds are subject to scheduled mandatory redemption, at a price equal to the principal amount thereof plus interest accrued thereon, on each of the following dates and in the following principal amounts:

<u>Mandatory Redemption Date</u>	<u>Amount</u>	<u>Mandatory Redemption Date</u>	<u>Amount</u>
--------------------------------------	---------------	--------------------------------------	---------------

Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of such Bonds equal to the aggregate principal amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Order.

The principal amount of the Bonds required to be redeemed on any redemption date set forth above shall be reduced, at the option of the District, by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions set forth in the Order and not previously credited to a mandatory sinking fund redemption.

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

Additional Mandatory Redemption. The Bonds are also subject to Additional Mandatory Redemption prior to stated maturity at the times and in the amounts as set forth in the Order.

Special Mandatory Redemption. Purchased Bonds shall be subject to special mandatory redemption, if at all, in accordance with the terms of the applicable Liquidity Facility.

Notice of Redemption. Notice of optional and mandatory redemption shall be given as provided in the Order.

GENERAL PROVISIONS

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the designated trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Following the Fixed Rate Conversion Date neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 30 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law and has been authorized by a vote of the properly qualified electors of the District; that all acts, conditions, and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form, and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of, and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF; the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Fort Bend Independent School District

President, Board of Trustees
Fort Bend Independent School District

[SEAL]

Form of Comptroller's Registration to Appear on Initial Bonds only

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

[SEAL]

Comptroller of Public Accounts
of the State of Texas

Form of Authentication Certificate to Appear on Definitive Bonds only

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

6
as Paying Agent/Registrar

Date: _____ By: _____

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 hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

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 and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

⁶ Insert from Officer's Pricing Certificate.

[FORM OF PERMANENT SCHOOL FUND CERTIFICATE]

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Fort Bend Independent School District of its Variable Rate Unlimited Tax School Building and Refunding Bonds, Series 7 dated 8 , in the principal amount of \$ 9 is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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



Mike Morath
Commissioner of Education

⁷ Insert from Officer's Pricing Certificate
⁸ Insert from Officer's Pricing Certificate.
⁹ Insert from Officer's Pricing Certificate.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

We, the undersigned officers of the Board of Trustees of Fort Bend Independent School District, hereby certify as follows:

1. The Board of Trustees of Fort Bend Independent School District convened in regular meeting on the 19th day of January, 2021, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Addie Heyliger	President, Position 6
Dave Rosenthal	Vice President, Position 7
Grayle James	Secretary, Position 2
Angie Hanan	Trustee, Position 1
Jim Rice	Trustee, Position 3
Shirley Rose-Gilliam	Trustee, Position 4
Denetta R. Williams	Trustee, Position 5

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

AN ORDER AUTHORIZING THE ISSUANCE OF FORT BEND INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

_____ Member(s) shown present above voted "Aye".

_____ Member(s) shown present above voted "No".

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining

to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 19th day of January, 2021.

Secretary, Board of Trustees
Fort Bend Independent School District

[SEAL]

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Review: Approval of Conversion
Order for Variable-Rate Bonds
References: Board Policy CCA (Legal)
Scalable Systems
Department: Business and Finance

Recommendation

Consideration and possible approval of an order authorizing the conversion of the Fort Bend Independent School District (FBISD) variable-rate unlimited tax refunding bonds, Series 2017D (the Bonds), to a New Rate Period; Authorizing the preparation of a Remarketing Memorandum; and enacting other provisions relating thereto (the "Conversion Order").

Summary

In connection with the \$484 million 2014 Bond approved by the voters, the District issued \$50,000,000 of the Bonds in September 2017. As of November 30, 2020, the Bonds had an outstanding balance of \$46,710,000 and a principal payment of \$1,215,000 is due on August 1, 2021. The Bonds are currently outstanding with a four-year Initial Rate Period, which expires on August 1, 2021. During this Initial Rate Period, the Bonds bear interest at an Initial Rate of 1.50%.

Pursuant to the terms of the order authorizing the issuance of the Bonds, the District is obligated to use its best efforts to cause a conversion of the outstanding Bonds from the Initial Rate Period to a new rate period. The Conversion Order authorizes the District to either (i) convert the Bonds to a new Term Rate Period not to exceed five years in length or (ii) convert the Bonds to a fixed rate.

A conversion to a new Term Rate Period will result in the reset of the variable-interest rate for the duration of the new Term Rate Period for the Bonds. A conversion to a fixed-rate would result in setting a long-term fixed-rate for the Bonds.

In a separate agenda item, the Administration is recommending approval of a Fixed-Rate Order that would give the District the flexibility to refund the Bonds to a fixed-rate if favorable market conditions exist. The District has more flexibility in how it may structure its fixed-rate debt in connection with a refunding than it does in connection with a fixed-rate conversion. The Administration is requesting the adoption of the Fixed-Rate Order and this Conversion Order to allow the District to monitor market conditions and choose the option that is most advantageous for the District.

Administration is also recommending an agenda item for the approval of a Variable-Rate Order that would give the District the flexibility to refund the Bonds with a series of variable-rate bond in order to achieve market efficiencies in connection with setting the new variable rate. The Administration is requesting the adoption of the Variable-Rate Order and this Conversion Order to allow the District to monitor market conditions and choose the option that is most advantageous for the District.

The order that originally authorized the issuance of the Bonds requires the Board of Trustees to make certain determinations and authorizations in connection with the conversion of the Bonds into new rate periods. The Conversion Order is the mechanism by which the Board of Trustees takes that action. The Conversion Order contains the following Board actions:

- A. It provides for the conversion of the Bonds (i) into a Term Rate Period of up to five years or (ii) into a fixed rate;
- B. It establishes a Stepped Rate (the rate of interest the Bonds would bear if there were a failed remarketing until the Bonds could be remarketed) of 7.00% and confirms a Maximum Rate for the Bonds of 7.00% as provided in the Original Order, but provides the Pricing Officer with the authority to lower the Stepped Rate and Maximum Rate if market conditions would allow for such a reduction;
- C. It authorizes the Pricing Officer to establish the redemption provisions for the Bonds during the new rate period in response to market conditions;
- D. It authorizes the preparation of a Remarketing Memorandum to be used in connection with the remarketing of the Bonds;
- E. It authorizes the Pricing Officer to retain or terminate existing Remarketing Agent and appoint a new Remarketing Agent for the Bonds, and authorizes the Pricing Officer to approve the fees of the Remarketing Agent as provided in the Remarketing Agreement; and
- F. Pursuant to the terms of the Original Order, the Superintendent and Chief Financial Officer are the Pricing Officers authorized to establish final terms of the remarketing.

The District's bond counsel, Bracewell LLP has prepared and reviewed the Conversion Order, and the District's financial advisor, Hilltop Securities, has also reviewed the Conversion Order.

Unless the Bonds are refunded under the Fixed-Rate Order or the Variable-Rate Order, the District expects the remarketing of the Bonds to close in August 2021, with the pricing to occur within one month prior to the closing date.

As required by the Fiscal and Budgetary Strategy, Exhibit A (Disclosure Strategy), approved by the Board in October 2020, the Chief Financial Officer will provide a summary of the pricing as well as the final Official Statement to the Board for each debt transaction shortly after the transaction has priced.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Kelly Schlacks
Executive Director of Finance

ORDER

AUTHORIZING THE CONVERSION OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX REFUNDING BONDS, SERIES 2017D TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

Adopted: January 19, 2021

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.....	2
Section 1.02. Table of Contents, Titles, and Headings.....	2
Section 1.03. Interpretation.....	2
Section 1.04. Authority for this Conversion Order.....	2
Section 1.05. Original Bond Order and Original Pricing Certificate to Remain in Force	2

ARTICLE II
AUTHORIZATION; CONVERSION OF BONDS

Section 2.01. Approval and Authorization for Conversion of the Bonds.....	2
Section 2.02. Remarketing Memorandum	3
Section 2.03. Appointment of Remarketing Agent.....	4
Section 2.04. Amendment to Section 13.02 of the Original Bond Order	4

ARTICLE III
MISCELLANEOUS

Section 3.01. Benefits of Order.....	5
Section 3.02. Governing Law	5
Section 3.03. Severability	5
Section 3.04. Public Meeting.....	5
Section 3.05. Incorporation of Preamble Recitals	5
Section 3.06. No Recourse Against District Officials	6
Section 3.07. Further Procedures	6
Section 3.08. Expiration.....	6
Section 3.09. Effective Date	6

AN ORDER AUTHORIZING THE CONVERSION OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX REFUNDING BONDS, SERIES 2017D TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Fort Bend Independent School District (the “District”) has previously issued and there remains outstanding the District’s Variable Rate Unlimited Tax Refunding Bonds, Series 2017D (the “Bonds”); and

WHEREAS, the Bonds were authorized to be issued pursuant to an order adopted by the Board of Trustees (the “Board”) of the District on August 30, 2017 (the “Original Bond Order”) and an Officer’s Pricing Certificate executed pursuant thereto, dated September 14, 2017 (the “Original Pricing Certificate” and together with the Original Bond Order, the “Original Order”); and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Original Order; and

WHEREAS, pursuant to the terms of the Original Order, the Bonds were issued in an Initial Rate Period and are subject to mandatory tender for purchase following the last day of such Initial Rate Period, which mandatory tender of the Bonds is scheduled to occur on August 2, 2021, because August 1, 2021 is not a Business Day; and

WHEREAS, pursuant to the terms of the Original Order, the District is obligated to use its best efforts to cause the Bonds to be converted from the Initial Rate Period to a different Rate Period on August 2, 2021; and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District to approve and authorize the conversion of the Bonds from the Initial Rate Period to either (i) a Term Rate Period, with such new Term Rate Period not to exceed five years in duration, or (ii) a Fixed Rate Period, and the District desires to delegate authority to the Pricing Officer to determine certain terms of the Bonds upon such conversion, all as more particularly set forth herein; and

WHEREAS, the Board further desires to authorize the preparation and distribution of a remarketing memorandum to be used in connection with the conversion and remarketing of the Bonds and certain actions with respect to the engagement of the Remarketing Agent; NOW THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT:

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless defined in the recitals to this order (this “Conversion Order”) or unless the context shall require otherwise, all capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Original Order. For the purposes of this Conversion Order and the Order, the term “Pricing Officer” includes the person serving as either Superintendent of the District or the Chief Financial Officer of the District, whether in a permanent capacity or in an interim capacity.

Section 1.02. Table of Contents, Titles, and Headings. The table of contents, titles, and headings of the Articles and Sections of this Conversion Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Conversion Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Conversion Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

Section 1.04. Authority for this Conversion Order. This Conversion Order is adopted pursuant to the provisions of Chapter 45 of the Texas Education Code and Chapter 1371 of the Texas Government Code and the Original Order.

Section 1.05. Original Bond Order and Original Pricing Certificate to Remain in Force. Except as modified by this Conversion Order or the Conversion Pricing Certificate (as defined in Section 2.01(e) hereof), the Original Bond Order and the Original Pricing Certificate shall remain in full force and effect with respect to the Bonds and the other matters covered therein.

ARTICLE II
AUTHORIZATION; CONVERSION OF BONDS

Section 2.01. Approval and Authorization for Conversion of the Bonds.

(a) Pursuant to the applicable provisions of the Original Order, on the first Business Day immediately following the last day of the Initial Rate Period for the Bonds (which Business Day is August 2, 2021), the District hereby approves and authorizes the conversion of the Bonds from the Initial Rate Period to either (i) a Term Rate Period or (ii) a Fixed Rate Period. If the Bonds are converted to a Term Rate Period, such Term Rate Period shall commence on the Term Rate Conversion Date, which pursuant to the Original Order is deemed to be August 1, 2021, and end on the date specified in the Conversion Pricing Certificate that is not later than August 3,

2026, and no Liquidity Agreement or Liquidity Facility shall be provided for the Bonds upon such conversion to a Term Rate Period. Pursuant to the terms of the Original Order, the Bonds shall be subject to mandatory tender for purchase on the first Business Day immediately following the last day of such Term Rate Period, if converted to a Term Rate Period. If the Bonds are converted to a Fixed Rate Period, such Fixed Rate Period shall commence on the Fixed Rate Conversion Date, which pursuant to the Original Order is deemed to be August 1, 2021, and end at the stated maturity or maturities of the Bonds.

(b) Upon the conversion of the Bonds to either (i) a Term Rate Period or (ii) a Fixed Rate Period as approved and authorized herein, the Bonds shall have such terms as set forth in the Original Order and the Original Pricing Certificate, except as modified by this Conversion Order and the Conversion Pricing Certificate.

(c) Unless otherwise determined by the Pricing Officer and set forth in the Conversion Pricing Certificate, if the Bonds are converted to a Term Rate Period, the Stepped Rate for the Bonds shall be equal to 7.00%, provided, however, that the Pricing Officer may not approve a Stepped Rate that exceeds the Maximum Rate for the Bonds, which is 7.00%.

(d) Unless otherwise determined by the Pricing Officer and set forth in the Conversion Pricing Certificate, including modifications made in accordance with Section 3.04(h) of the Original Order, the Bonds shall be subject to redemption at the option of the District as provided in Article V of the Original Order.

(e) As authorized by Chapter 1371, Texas Government Code, as amended, and the provisions of the Original Order, the Pricing Officer is hereby authorized to act on behalf of the District in connection with the remarketing and conversion of the Bonds, including determining the applicable Rate Period for the Bonds, determining any changes to the Stepped Rate and redemption provisions for the Bonds or a particular subseries of the Bonds upon the conversion thereof to either (i) a Term Rate Period or (ii) a Fixed Rate Period as approved and authorized herein, and all other matters relating to the remarketing and conversion of the Bonds. The Pricing Officer is further authorized to select or to direct the Paying Agent/Registrar to select the Bonds to be converted to a Fixed Rate Period in accordance with Section 3.04(a) of the Original Bond Order. Any determinations by the Pricing Officer shall be set forth in an Officer's Pricing Certificate (the "Conversion Pricing Certificate") delivered to the Remarketing Agent, the Paying Agent/Registrar and the Tender Agent on or before the Conversion Date for the conversion of the Bonds to either (i) a Term Rate Period or (ii) a Fixed Rate Period approved and authorized herein. Any finding or determination by the Pricing Officer as authorized herein shall have the same force and effect as a finding or determination made by the Board.

The conversion of the Bonds to either (i) a Term Rate Period or (ii) a Fixed Rate Period as approved and authorized herein shall be accomplished in accordance with the provisions of the Original Order, the Original Pricing Certificate and this Conversion Order, and the Pricing Officer and all other employees and officers of the District are authorized and directed to perform all such acts and things necessary or desirable to accomplish such conversion of the Bonds, all as more particularly set forth in Section 3.07 hereof.

Section 2.02. Remarketing Memorandum. The District hereby authorizes the preparation of a remarketing memorandum or other disclosure document (the “Remarketing Memorandum”) in accordance with the District’s Disclosure Strategy, for use in the remarketing of the Bonds in connection with the conversion thereof from the Initial Rate Period to either (i) a Term Rate Period or (ii) a Fixed Rate Period as approved and authorized herein, and authorizes the Pricing Officer to deem the Remarketing Memorandum final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) on behalf of the District. The use of the Remarketing Memorandum by the Remarketing Agent (in the form and with such appropriate variations as shall be approved by the Pricing Officer and the Remarketing Agent) is hereby approved and authorized and the proper officials of the District are authorized to execute such Remarketing Memorandum, if required.

Section 2.03. Appointment of Remarketing Agent. The Pricing Officer is hereby authorized to determine whether to retain the current Remarketing Agent or to terminate the existing Remarketing Agent Agreement and appoint a new Remarketing Agent. If the Pricing Officer elects to appoint a new Remarketing Agent, the selection and appointment of the new Remarketing Agent for the Bonds shall be set forth in an Officer’s Pricing Certificate. The Remarketing Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of a Remarketing Agreement. The Board hereby approves the form of Remarketing Agreement specifying the duties and responsibilities of the District and the Remarketing Agent. The Pricing Officer, the President of the Board, or the Vice President of the Board are hereby authorized and directed to execute and deliver the Remarketing Agreement for and on behalf of the District and this Board, with such changes as the person executing the same may approve. Any such Remarketing Agreement as executed by the Pricing Officer, the President of the Board or the Vice President of the Board shall be deemed to be the Remarketing Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board. The Pricing Officer is hereby authorized and directed to approve the fees of the Remarketing Agent as provided under the Remarketing Agreement with respect to the Bonds. The Pricing Officer or other District officials are hereby authorized to provide any notices required under the Original Order or the Remarketing Agreement.

Section 2.04. Amendment to Section 13.02 of the Original Bond Order. Pursuant to the provisions of the Original Bond Order, including Section 14.01(h) of the Original Bond Order, effective on the Conversion Date paragraphs (13) and (14) of Section 13.02(a) are amended and restated and new paragraphs (15) and (16), including the note to paragraphs (15) and (16), are added to read as follows:

(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 action or the termination of a definitive agreement relating to any such actions, other than pursuant to these terms, if material;

(14) Appointment of successor or additional paying agent/registrars or the change of name of a paying agent/registrars; if material;

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

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

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.”

The amendments made to Article XIII of the Order are effective only with respect to the Bonds, and do not affect any other series of bonds outstanding under the Original Bond Order.

ARTICLE III MISCELLANEOUS

Section 3.01. Benefits of Order. Nothing in this Conversion Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Tender Agent, Co-Bond Counsel, Financial Advisor, the Remarketing Agent, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Conversion Order or any provision hereof, this Conversion Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Tender Agent, Bond Counsel, Financial Advisor, the Remarketing Agent, and the Holders.

Section 3.02. Governing Law. This Conversion Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 3.03. Severability. If any provision of this Conversion Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Conversion Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Conversion Order would have been enacted without such invalid provision.

Section 3.04. Public Meeting. It is officially found, determined, and declared that the meeting at which this Conversion 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 Conversion Order, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 3.05. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Conversion Order are hereby found to be true, and such recitals are hereby made

a part of this Conversion Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 3.06. No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Conversion Order against any official of the District or any person executing any Bond.

Section 3.07. Further Procedures. The Pricing Officer and all other employees and officers of the District are hereby 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 under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of the Original Order, the Original Pricing Certificate, this Conversion Order, the conversion and remarketing of the Bonds, the Paying Agent/Registrar Agreement, the Remarketing Agreement, the Tender Agent Agreement, and the Remarketing Memorandum. In addition, prior to the conversion and remarketing of the Bonds, any Pricing Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Conversion Order or to any of the instruments authorized and approved by this Conversion Order necessary in order to correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Conversion Order and as described in the Remarketing Memorandum. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 3.08. Expiration. In the event the District chooses to refund the Bonds under either (i) the Order Authorizing the Issuance of Fort Bend Independent School District Unlimited Tax School Building and Refunding Bonds, Which May Be Issued in One or More Series in Accordance with Specified Parameters; and Enacting Other Provisions Relating Thereto, adopted by the Board on [January __], 2021, or (ii) the Order Authorizing the Issuance of Fort Bend Independent School District Variable Rate Unlimited Tax School Building and Refunding Bonds, Which May Be Issued in One or More Series in Accordance with Specified Parameters; and Enacting Other Provisions Relating Thereto, adopted by the Board on [January __], 2021, then upon the successful redemption of the Bonds, this Conversion Order shall be of no further force and effect.

Section 3.09. Effective Date. This Conversion Order shall be in full force and effect from and upon its adoption.

[Signature page follows]

DRAFT 1/7/21

PASSED, APPROVED AND EFFECTIVE on January 19, 2021.

Secretary, Board of Trustees
Fort Bend Independent School District

President, Board of Trustees
Fort Bend Independent School District

[SEAL]

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

We, the undersigned officers of the Board of Trustees of Fort Bend Independent School District, hereby certify as follows:

1. The Board of Trustees of Fort Bend Independent School District convened in regular meeting on the 19th day of January, 2021, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Addie Heyliger	President, Position 6
Dave Rosenthal	Vice President, Position 7
Grayle James	Secretary, Position 2
Angie Hanan	Trustee, Position 1
Jim Rice	Trustee, Position 3
Shirley Rose-Gilliam	Trustee, Position 4
Denetta R. Williams	Trustee, Position 5

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

AN ORDER AUTHORIZING THE CONVERSION OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX REFUNDING BONDS, SERIES 2017D TO A NEW RATE PERIOD; AUTHORIZING THE PREPARATION OF A REMARKETING MEMORANDUM; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

_____ Member(s) shown present above voted "Aye".

_____ Member(s) shown present above voted "No".

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that

DRAFT 1/7/21

each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 19th day of January, 2021.

Secretary, Board of Trustees
Fort Bend Independent School District

[SEAL]

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Review: Order Authorizing and Approving a Second Amendment to the Revolving Credit Agreement and a Second Amendment to the Note Purchase Agreement Associated with the District's Commercial Paper Program, and Other Matters Relating Thereto
References: Board Policy CCA (Legal) District Goal 5
Department: Business and Finance

Recommendation

Consideration and possible approval of an order authorizing amendments to the Revolving Credit Agreement and Note Purchase Agreement supporting the Fort Bend Independent School District Unlimited Tax Commercial Paper Program (“Program”).

Summary

In October 2016, the Board approved an order authorizing and establishing the Program in connection with the 2007 Bond and 2014 Bond Programs. The order provided for short-term commercial paper (CP) obligations in an aggregate principal amount not to exceed \$100 million outstanding at any one time to be issued as interim financing to pay bond project costs for eligible projects for the District. In January 2019, the Board approved an order amending the Program to include the 2018 Bond Program, increased the outstanding amount that could be issued from \$100 million to \$150 million, and extended the termination date to November 2022.

The original agreements established two note series in support of the Program: Series A and Series B. The agreements also contained a provision that required the District to maintain a \$1 million loan outstanding under the Series B Note. The incremental interest cost associated with the Series B note was more than offset by the interest savings achieved by the Program, which totaled \$13.9 million through September 30, 2020. Recently, our financial advisor, Hilltop Securities, negotiated a change in the Program that eliminates the requirement to maintain the \$1 million loan under the Series B Note. The elimination of this requirement will result in additional interest savings to the District as well as eliminating the administrative work associated with having the note outstanding.

Although the requirement to maintain a balance of \$1 million under the Series B Note is being eliminated, the District will continue to have access to the Series B Note if needed. Typically, interest rates on Series B Notes are higher than Series A Notes, so the District utilizes Series A Notes on most transactions. However, in March 2020 the District utilized Series B Notes when rates on Series A Notes temporarily exceeded rates of Series B Notes due to market turmoil associated with the COVID-19 Pandemic. The District will maintain access to the Series B Note in the event that similar market turmoil is experienced in the future.

Administration is seeking consideration and approval for the following changes to the Program:

- Authorize the approval of a second amendment to the Revolving Credit Agreement with JPMorgan Chase Bank, National Association to remove references to the obligation to maintain \$1 million of Notes outstanding under the Series B Program

The District's Bond Counsel, Bracewell LLP, and the District's financial advisor, Hilltop Securities, have reviewed the proposed amendments to the agreements and recommend approval.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Bryan Guinn
Chief Financial Officer

Kelly Schlacks
Executive Director of Finance

ORDER OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT AUTHORIZING AND APPROVING A SECOND AMENDMENT TO THE REVOLVING CREDIT AGREEMENT AND A SECOND AMENDMENT TO THE NOTE PURCHASE AGREEMENT ASSOCIATED WITH THE DISTRICT'S COMMERCIAL PAPER PROGRAM; AND OTHER MATTERS RELATING THERETO

WHEREAS, for the benefit of the Fort Bend Independent School District (the "District"), the Board of Trustees (the "Board") of the District has previously established, a commercial paper program known as the Fort Bend Independent School District Commercial Paper Program (the "Program") pursuant to an order adopted by the Board on October 17, 2016 (the "Original Order"), as amended and restated by an order adopted by the Board on January 22, 2019 (the "Amended and Restated Order," and collectively with the Original Order, the "Order"), pursuant to which Program the District issues from time to time commercial paper notes in two series – the Series A Commercial Paper Notes and the Series B Commercial Paper Notes – for the purpose of providing the District with interim financing for eligible projects and the refinancing notes issued under such Program; and

WHEREAS, the Order approved a Revolving Credit Agreement by and between the District and JPMorgan Chase Bank, National Association ("JPMorgan"), dated as of October 17, 2016 (but as effective as of November 3, 2016), as amended by a First Amendment to Revolving Credit Agreement, dated January 22, 2019 (but effective as of February 20, 2019) (collectively, the "Revolving Credit Agreement") in connection with the District's commercial paper notes issued as Series A Commercial Paper Notes; and

WHEREAS, the Order approved a Note Purchase Agreement by and between the District and JPMorgan Chase Bank, National Association, dated as of October 17, 2016 (but as effective as of November 3, 2016), as amended by a First Amendment to Note Purchase Agreement, dated January 22, 2019 (but effective as of February 20, 2019) (collectively, the "Note Purchase Agreement") in connection with the District's commercial paper notes issued as Series B Commercial Paper Notes; and

WHEREAS, JPMorgan has agreed to eliminate the obligation to have a minimum amount of Series B Notes outstanding from time to time; and

WHEREAS, the Board has determined that it is in the best interests of the District to authorize the Second Amendment to the Revolving Credit Agreement and Second Amendment to the Note Purchase Agreement (collectively, the "Second Amendments") attached hereto; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT:

Section 1. The findings, determinations and definitions set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The Second Amendments, in substantially the forms attached hereto Exhibits A and B are hereby authorized and approved. The person serving as either Superintendent of the District or the Chief Financial Officer of the District, whether in a permanent capacity or in an interim capacity, (each an “Authorized Officer”) is hereby authorized and directed to execute and deliver the Second Amendments together with such changes as may be approved by such Authorized officer as evidenced by their signature on such documents.

Section 3. The City’s financial advisor, bond counsel and administration are hereby authorized and directed to take any and all action and execute such certificates, instruction letters, notices or agreements as may be required to carry out the purposes of this Order. The District’s administration is hereby authorized and directed to approve payment of the costs associated with the Second Amendments upon presentation of invoices for such costs.

[Signature pages follows]

PASSED, APPROVED AND EFFECTIVE on January 19, 2021.

Secretary, Board of Trustees
Fort Bend Independent School District

President, Board of Trustees
Fort Bend Independent School District

[SEAL]

EXHIBIT A
SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT

This Second Amendment to Revolving Credit Agreement (this "Amendment") is dated as of the ___ day of January, 2021 (the "Amendment Effective Date"), by and between FORT BEND INDEPENDENT SCHOOL DISTRICT (the "District") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns as such agent, the "Bank").

WITNESSETH

WHEREAS, the District and the Bank are parties to that certain Revolving Credit Agreement dated as of October 17, 2016, (but effective as of November 3, 2016), as amended by the First Amendment to Revolving Credit Agreement dated as of the 22nd day of January, 2019 (but effective as of February 20, 2019) (together, the "Revolving Credit Agreement");

WHEREAS, the District has requested the Bank to support the District's notes issued from time to time under its Commercial Paper Program, in response to which the Bank, whether directly or through an affiliate, has agreed (i) by making available a revolving line of credit initially supporting the Commercial Paper Notes issued as "Series A" (herein, the Commercial Paper Notes" or the "Notes") and (ii) by agreeing to directly purchase when and as issued Commercial Paper Notes issued as "Series B" (the "Series B Commercial Paper Notes") pursuant to the terms of a separate note purchase agreement entered into by the parties thereto concurrently herewith (herein defined and described as the JPMorgan Note Purchase Agreement); and

WHEREAS, the District and the Bank have agreed to amend certain terms of the Revolving Credit Agreement in certain respects, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

ARTICLE 1

Amendments

1.1 Amendment to Section 5.22.

Section 5.22 of the Revolving Credit Agreement is hereby deleted and replaced with the word "Reserved."

1.2 Amendment to Section 7.03.

The notice information in Section 7.03 under "If to the District" is hereby deleted and replaced with the following:

If to the District:

Fort Bend Independent School District
16431 Lexington Boulevard
Sugar Land, Texas 77479
Attention: Mr. Bryan Guinn
Chief Financial Officer
Telephone: (281) 634-5048
Email: Bryan.Guinn@fortbendisd.com

With a copy to: Suzanne.Owen@fortbendisd.com

The notice information in Section 7.03 under “If to the Bank” is hereby deleted and replaced with the following:

All Notices, Information required under Section 5.01 and a copy of each Request for Advance:

If to the Bank:
All Notices and a copy of each Request for Advance:
383 Madison Avenue, Floor 3
Mail Code: NY1-M165
New York, NY 10179
Attention: Public Finance, Justin Wahn
Telephone: (212) 270-3813
Facsimile: (917) 456-3564
E-mail: Justin.d.wahn@jpmorgan.com

Each Request for Advance and a copy of each other Notice:

JPMorgan Chase Bank, National Association
JPM-Delaware Loan Operations
500 Stanton Christiana Road, NCC5, Floor 01
Newark, DE 19713-2107
Attention: Contact Name – PFG Servicing
Telephone: Contact Number – 302-634-9588
Email/Fax: PFG_Servicing@jpmorgan.com

In each case, with a copy to:
E-mail: public.finance.notices@jpmorgan.com

ARTICLE 2

Conditions Precedent

2.1 Conditions Precedent to Effectiveness.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

- (a) The Bank shall have received such additional documents, instruments and information as the Bank or its legal counsel may reasonably request;
- (b) The representations and warranties contained herein and in the Revolving Credit Agreement, as amended hereby, shall be true and correct as of the Amendment Effective Date as if made on the Amendment Effective Date;
- (c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date hereof;
- (d) All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to the Bank and its legal counsel; and
- (e) The District shall have paid all fees of legal counsel to the Bank related to the preparation of this Amendment in the amount of \$5,000 (such total amount shall include the fees due to legal counsel to the Bank for this Amendment and the related Second Amendment to the Series B Note Purchase Agreement).

ARTICLE 3

Ratifications, Representations and Warranties

3.1 Ratifications.

The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Revolving Credit Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Revolving Credit Agreement are ratified and confirmed and shall continue in full force and effect. The Parties hereby agree that the Revolving Credit Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

3.2 Representations and Warranties.

The Issuer hereby represents and warrants to the Bank that (i) the execution, delivery and performance of this Amendment have been authorized by all requisite action on the part of the Issuer, (ii) the representations and warranties contained in the Revolving Credit Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) as of the Amendment Effective Date hereof no Default or Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) as of the Amendment Effective Date hereof the Issuer is in full compliance with all covenants and agreements contained in the Revolving Credit Agreement.

ARTICLE 4

Bank Representations

4.1 Texas Government Code Section 2252.908(c)(4) Exemption.

The Bank hereby certifies that it meets the criteria for an exemption under Section 2252.908(c)(4) of the Texas Government Code with respect to the requirement for the Bank to file an application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission.

4.2 Texas Government Code Section 2271.002.

The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Revolving Credit Agreement is a contract for goods or services, will not boycott Israel during the term of the Revolving Credit Agreement. The foregoing verification is made solely to comply with Section 2270.102, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with such Bank and exists to make a profit.

4.3 Texas Government Code Section 2252.152.

The Bank hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

ARTICLE 5

Miscellaneous

5.1 Survival of Representations and Warranties.

All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

5.2 Counterparts/Electronic Signatures.

This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document (including this Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

5.3 Construction/Governing Law.

This Amendment shall be governed by all of the provisions of the Revolving Credit Agreement, unless the context expressly requires otherwise, including the governing law provision set forth in Section 7.11 of the Agreement.

5.4 Entire Agreement.

THIS AMENDMENT AND THE REVOLVING CREDIT AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

FORT BEND INDEPENDENT SCHOOL
DISTRICT

By: _____

Name: _____

Title: _____

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: _____

Name: Justin D. Wahn

Title: Executive Director

EXHIBIT B
SECOND AMENDMENT TO NOTE PURCHASE AGREEMENT

This Second Amendment to Note Purchase Agreement (this "Amendment") is dated as of the ___ day of January, 2021 (the "Amendment Effective Date"), by and between FORT BEND INDEPENDENT SCHOOL DISTRICT (the "District") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns as such agent, the "Bank").

WITNESSETH

WHEREAS, the District and the Bank are parties to that certain Note Purchase Agreement dated as of October 17, 2016, (but effective as of November 3, 2016), as amended by the First Amendment to Note Purchase Agreement dated as of January 22, 2019 (but effective as of February 20, 2019 (together, the "Note Purchase Agreement");

WHEREAS, the District has requested the Bank to support the District's notes issued from time to time under its Commercial Paper Program, in response to which the Bank has agreed (i) to directly purchase when and as issued Commercial Paper Notes issued as "Series B" (the "Series B Commercial Paper Notes" or the "Notes") pursuant to the terms of the Note Purchase Agreement and (ii) by making available a revolving line of credit pursuant to the Series A Commercial Paper Revolving Credit Agreement supporting the Commercial Paper Notes issued as "Series A" (the "Series A Commercial Paper Notes").

WHEREAS, the District and the Bank have agreed to amend certain terms of the Note Purchase Agreement in certain respects, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

ARTICLE 1

Amendments

1.1 Amendment to Section 2.02(a).

The following sentence is hereby deleted from Section 2.02(a) of the Note Purchase Agreement:

“In addition, during the term of this Agreement, the District agrees to have Notes outstanding at all times to the Bank in a minimum principal amount of one million dollars (\$1,000,000).”

1.2 Amendment to Section 7.03.

The notice information in Section 7.03 under “If to the District” is hereby deleted and replaced with the following:

If to the District:
Fort Bend Independent School District
16431 Lexington Boulevard
Sugar Land, Texas 77479
Attention: Mr. Bryan Guinn
Chief Financial Officer
Telephone: (281) 634-5048
Email: Bryan.Guinn@fortbendisd.com

With a copy to: Suzanne.Owen@fortbendisd.com

The notice information in Section 7.03 under “If to the Bank” is hereby deleted and replaced with the following:

If to the Bank:

All Notices and a copy of each Request for Purchase:

383 Madison Avenue, Floor 3
Mail Code: NY1-M165
New York, NY 10179
Attention: Public Finance, Justin Wahn
Telephone: (212) 270-3813
Facsimile: (917) 456-3564
E-mail: Justin.d.wahn@jpmorgan.com

Each Request for Purchase/Continuation and a copy of each other Notice:

JPMorgan Chase Bank, National Association
JPM-Delaware Loan Operations
500 Stanton Christiana Road, NCC5, Floor 01
Newark, DE 19713-2107
Attention: Contact Name – PFG Servicing
Telephone: Contact Number – 302-634-9588
Email/Fax: PFG_Servicing@jpmorgan.com

In each case, with a copy to:
E-mail: public.finance.notices@jpmorgan.com

1.3 Amendments to Exhibit A – Form of Purchase Request.

“Exhibit A - Form of Purchase Request” is hereby deleted and replaced which the form attached as Appendix 1 attached hereto.

ARTICLE 2

Conditions Precedent

2.1 Conditions Precedent to Effectiveness.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) The Bank shall have received such additional documents, instruments and information as the Bank or its legal counsel may reasonably request;

(b) The representations and warranties contained herein and in the Note Purchase Agreement, as amended hereby, shall be true and correct as of the Amendment Effective Date as if made on the Amendment Effective Date;

(c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date hereof;

(d) All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to the Bank and its legal counsel; and

(e) The District shall have paid all fees of legal counsel to the Bank related to the preparation of this Amendment in the amount of \$5,000 (such total amount shall include the fees due to legal counsel for the Bank for this Amendment and the related Second Amendment to the Series A Commercial Paper Revolving Credit Agreement).

ARTICLE 3

Ratifications, Representations and Warranties

3.1 Ratifications.

The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Note Purchase Agreement are ratified and confirmed and shall continue in full force and effect. The Parties hereby agree that the Note Purchase Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

3.2 Representations and Warranties.

The District hereby represents and warrants to the Bank that (i) the execution, delivery and performance of this Amendment have been authorized by all requisite action on the part of the District, (ii) the representations and warranties contained in the Note Purchase Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) as of the Amendment Effective Date hereof no Default or Event of Default has occurred and is continuing

and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) as of the Amendment Effective Date hereof the District is in full compliance with all covenants and agreements contained in the Note Purchase Agreement.

ARTICLE 4

Bank Representations

4.1 Texas Government Code Section 2252.908(c)(4) Exemption.

The Bank hereby certifies that it meets the criteria for an exemption under Section 2252.908(c)(4) of the Texas Government Code with respect to the requirement for the Bank to file an application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission.

4.2 Texas Government Code Section 2271.002.

The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Note Purchase Agreement is a contract for goods or services, will not boycott Israel during the term of the Note Purchase Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with such Bank and exists to make a profit.

4.3 Texas Government Code Section 2252.152.

The Bank hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively

declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

ARTICLE 5

Miscellaneous

5.1 Survival of Representations and Warranties.

All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

5.2 Counterparts/Electronic Signatures.

This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document (including this Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

5.3 Construction/Governing Law.

This Amendment shall be governed by all of the provisions of the Note Purchase Agreement, unless the context expressly requires otherwise, including the governing law provision set forth in Section 7.11 of the Note Purchase Agreement.

5.4 Entire Agreement.

THIS AMENDMENT AND THE NOTE PURCHASE AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE

CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

FORT BEND INDEPENDENT SCHOOL
DISTRICT

By: _____

Name: _____

Title: _____

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: _____

Name: Justin D. Wahn

Title: Executive Director

APPENDIX 1

EXHIBIT A

FORM OF PURCHASE REQUEST

[DATE]

JPMorgan Chase Bank, National Association
JPM-Delaware Loan Operations
500 Stanton Christiana Road, NCC5, Floor 01
Newark, DE 19713-2107
Attention: Contact Name – PFG Servicing
Telephone: Contact Number – 302-634-9588
Email/Fax: PFG_Servicing@jpmorgan.com

JPMorgan Chase Bank, National Association
383 Madison Avenue, Floor 3
Mail Code: NY1-M165
New York, NY 10179
Attention: Public Finance, Justin Wahn
Telephone: (212) 270-3813
Facsimile: (917) 456-3564
E-mail: Justin.d.wahn@jpmorgan.com

Copy:
E-mail: public.finance.notices@jpmorgan.com

Re: Fort Bend Independent School District (the “District”) Unlimited Tax Commercial Paper Notes, Series B (the “Notes”) and the Note Purchase Agreement dated October 17, 2016 (but effective as of November 3, 2016), as amended, (the “Agreement”), between the District and JPMorgan Chase Bank, National Association (the “Purchaser”)

Ladies and Gentlemen:

The District hereby requests that the Purchaser purchase Notes in the amount of \$[] on [] (the “Purchase Date”) pursuant to the Agreement, such amount to be [deposited to the District’s account number _____ with the Purchaser/transferred as follows [specify payment instructions]]. The District requests [1-month/3-month/6-month] LIBOR for the LIBOR Index Rate and for the Notes to mature on _____, 20____. The District hereby requests that the Purchaser use its best efforts to make such purchase no later than 11:00 a.m. on the Purchase Date. The Notes shall be dated the

Purchase Date. The Notes shall be [exchange Notes to repay Outstanding Notes/new money Notes]. Capitalized terms used herein and not defined shall have the meanings assigned in the Agreement.

The District hereby represents and warrants that:

- (a) no Event of Default has occurred and is continuing under the Agreement;
- (b) the Purchase Date meets the requirements of Section 2.01 and 3.01 of the Agreement;
- (c) the amount of the purchase does not exceed the Commitment Amount less the sum of all previous purchases made under the Agreement; and
- (d) all representations and warranties of the District in the Agreement are true and correct and are deemed to be made on the date hereof.

When the Notes are purchased, please provide confirmation of such purchase to the undersigned, with copies to the District at the electronic mail addresses specified below.

JPMorgan Chase Bank, National Association, as Calculation Agent, is requested to determine the LIBOR Index Rate for the Notes and to advise the District and the District of such LIBOR Index Rate by submission of the Confirmation of Purchase and LIBOR Index Rate at the electronic email addresses specified below.

Please advise if the foregoing terms are acceptable.

Very truly yours,

FORT BEND INDEPENDENT SCHOOL DISTRICT

By _____
Name _____
Title _____

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

I, the undersigned officer of the Board of Trustees of Fort Bend Independent School District, hereby certify as follows:

1. The Board of Trustees of Fort Bend Independent School District convened in regular meeting on the 19th day of January, 2021, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Addie Heyliger	President, Position 6
Dave Rosenthal	Vice President, Position 7
Grayle James	Secretary, Position 2
Angie Hanan	Trustee, Position 1
Jim Rice	Trustee, Position 3
Shirley Rose-Gilliam	Trustee, Position 4
Denetta R. Williams	Trustee, Position 5

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

ORDER OF THE FORT BEND INDEPENDENT SCHOOL DISTRICT
AUTHORIZING AND APPROVING A SECOND AMENDMENT TO THE
REVOLVING CREDIT AGREEMENT AND A SECOND AMENDMENT TO
THE NOTE PURCHASE AGREEMENT ASSOCIATED WITH THE
DISTRICT’S COMMERCIAL PAPER PROGRAM; AND OTHER MATTERS
RELATING THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

_____ Member(s) shown present voted “Aye.”

_____ Member(s) shown present voted “No.”

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board’s minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board’s minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and

personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 19th day of January, 2021.

Secretary, Board of Trustees
Fort Bend Independent School District

[SEAL]

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
**Action: Review: Lease Extension of
Modular Building at Barrington
Place ES**
**References: Board Policy CV (Local)
Scalable Systems**
Department: Operations

Recommendation

Consideration and possible approval of a non-binding, 12-month extension to the existing lease contract with Mobile Modular Management Corporation for the 12-classroom modular building located at Barrington Place ES, and authorization for the Superintendent to negotiate and execute or terminate the respective contract.

Summary

On April 15, 2019, the Board approved the lease and installation of a 12-classroom modular building, with supporting restrooms, to house Meadows Elementary School students while their campus is being rebuilt. The lease was executed with Mobile Modular Management Corporation, through the Buy Board Purchasing Cooperative #555-18 for a total of 18 months.

Due to construction delays experienced during the rebuild of the new Meadows ES, and delays due to COVID-19, the Design & Construction Department (D&C) recommends extending the current lease for the modular building for an additional 12 months, with the ability to break the lease at any time without penalty. The lease extension will alleviate possible capacity issues surrounding the face-to-face learning model and will increase campus capacities to safely house students and staff.

If the additional capacity is not required in term four, or at the start of the 2021-22 school year, staff will notify Mobile Modular Management Corporation that the buildings are no longer required and can be removed.

D&C obtained a quote for a 12-month lease extension and determined that funding is still available to support it under the previously approved total project budget of \$1,114,900 funded by Bond 2014 Program Contingency.

The following table summarizes the anticipated costs with leasing the modular buildings for an additional 12 months, starting in January 2021.

Estimated Budget	Cost
Modular Building – 12-month lease	\$162,000
Contingency (10%)	\$16,000
Total Estimated Budget – (12-month lease)	\$178,000

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Review: Construction Services
Agreement for Replacement of
Dehumidifiers at Don Cook
Natatorium
References: Board Policy CV (Local)
Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval of an agreement with Texas Air Systems, a BuyBoard Cooperative vendor, to replace three Pool Dehumidification Units at Don Cook Natatorium for a not-to-exceed amount of \$1,279,490, utilization of Bond 2014 Program Contingency to fund the project, and authorization for the Superintendent to negotiate, execute and/or terminate the respective agreements.

Summary

On January 23, 2018, the Board approved using vendors available through the BuyBoard, TIPS, and Choice Partners cooperative purchasing contracts to fulfill HVAC system needs in the District. On May 4, 2020, the Board approved increasing the expenditure authorization to \$24,000,000 through January 2023 with budget sources of the General Fund, Bond 2014 funds, and Bond 2018 funds.

The original dehumidification units were installed during the 1998 construction of the natatorium. The dehumidifiers monitor and control relative humidity levels, air temperature, and pool water temperature, and have a 20-year expected life cycle. During the 2017 Facilities Assessment, the dehumidification units were identified as Priority 2 – needing replacement within the next 5 years but were not funded under 2018 Bond Priority 1 items.

After several equipment failures, and numerous attempts made by FBISD facilities to repair and replace parts within the dehumidifiers, FBISD facilities department has determined that the units have reached the end of their life cycle. In order to minimize the impact to the use of the facility, FBISD Facilities department contacted Texas Air Systems on November 3, 2020 for a replacement quote for the three pool dehumidification units.

Texas Air Systems provided a quote, FBISD RF-Quote #21-036KB, in the amount of \$1,112,600 for the replacement and installation of the three dehumidification units. Staff has included a 15% owner's contingency to cover any unforeseen conditions and third-party testing and balancing required after equipment replacement.

The contracted scope of service includes installation of three dehumidification units, crane services, installation of new ductwork, new breakers, and all necessary regulatory permits.

The replacement units have a 14-week lead time, and its installation is expected to take 30 days. Completion of the project is not expected before the end of March 2021. Since equipment failure is affecting the availability of the Don Cook Natatorium, a purchase order for the replacement units has been processed in order to expedite the repairs.

Upon Board approval and equipment delivery, staff will coordinate the replacement of the units at Don Cook Natatorium and will work in partnership with the Athletic Department administrators to minimize disruption to facility usage.

Recommended by:

Charles E. Dupre
Superintendent of Schools

Submitted by:

Oscar Perez
Chief Operations Officer

For: Fort Bend ISD Board of Trustees
Date: January 11, 2021
Action: Review: Budget Amendment
Regarding Use of 2014 Bond
Program Contingency Funds
References: Board Policy CV (Local)
Scalable Systems
Department: Operations

Recommendation

Consideration and possible approval for the use of 2014 Bond Program Contingency as proposed.

Summary

As the 2014 Bond Program concludes, several projects have been closed out and the surplus funds have been contributed back into the program contingency reflecting a cumulative amount of \$17,833,473.36 as of November 2020.

The new cumulative program contingency for the 2014 Bond Program as of January 2021 will be \$16,553,983.36. This amount represents available program contingency as of January 2021, including the proposed use of contingency discussed herein.

It is important to note that the program contingency discussed above is a working program contingency account that fluctuates daily, as surplus budgeted funds are contributed to the account, or as the Board approves the use of available funds.

Background

The following table reflects the program contingency balance as of January 2021. These totals are subject to change daily as change orders are approved and budgets from completed projects are closed out.

The program contingency is comprised of surplus budget from completed projects or amounts unspent due to changes of scope. The table below includes projects that were and will be recommended for approval. It is important to note that as projects are being closed out, it is necessary to include cents in the program contingency amounts, to allow for exact budget reconciliations.

Description	Budget (Shortage)/Surplus
Cumulative Program Contingency as of November 30, 2020	\$17,833,473.36
Contributions	
Contribution Sub-Total	\$0
Uses	
Replacement of Dehumidifiers at Don Cook Natatorium	(\$1,279,490.00)
Use Sub-Total	(\$1,279,490.00)
Net Proposed Activity January 2021	(\$1,279,490.00)
Cumulative Bond Program Contingency as of January 2021	\$16,553,983.36

Recommended by:

Charles E. Dupre
 Superintendent of Schools

Submitted by:

Oscar Perez
 Chief Operations Officer