

*Board of Education
Regular Meeting
May 12, 2020*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting via Webinar

Notice is hereby given that on May 12, 2020, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting via Webinar beginning at 5:30 PM. Due to health and safety concerns related to the COVID-19 Coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor. Members of the public may access the live broadcast for this meeting from either Spectrum (Charter) Channel 192, the Fort Worth ISD EDTV channel on YouTube (search for YouTube FWISD EDTV) or by using this link:<https://esc11.zoom.us/j/99567033889>. An electronic copy of the agenda packet is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Those individuals desiring to make a public comment can sign up by calling 469-223-5985 until 5:30 PM the day of the meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 5 PM the Friday prior to the scheduled meeting.

Additional instructions to join this meeting:

Or iPhone one-tap :

US: +13462487799,,99567033889# or +16699006833,,99567033889#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 995 6703 3889

International numbers available: <https://esc11.zoom.us/j/99567033889>

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - WEBINAR**

Join the live broadcast from either Spectrum (Charter) Channel 192, the Fort Worth ISD EDTV channel on YouTube (search for YouTube FWISD EDTV) or the link above.

2. **PLEDGES**

3. **RECOGNITIONS**

- A. Honoring Fort Worth ISD School Nurses
- B. District Teachers of the Year Recognition

4. PUBLIC COMMENT

(Those individuals desiring to make a public comment can sign up by calling 469-223-5985 until 5:30 PM the day of the meeting.)

5. DISCUSSION OF CONSENT AGENDA ITEMS

6. CONSENT AGENDA ITEMS

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

A. Board of Education Meeting Minutes	4
1. April 28, 2020 - Regular Minutes	6
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Replacement of Boiler at Carter-Riverside High School	12
2. Approve Emergency Purchase of Chromebooks to Support Ongoing Online Instruction in Elementary Schools	18
C. Approve Increased Costs for Internet Access Services for 2019-2020 School Year (E-Rate Eligible)	37
D. Approve the TTESS Waiver 2019-2020	40
E. Approve Memorandum of Understanding Between Fort Worth ISD and Fort Worth Cradle to Career to Join the "Tarrant to and Through Initiative"	44
F. Approve First Reading-Revisions to Board Policies CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL) and EHBB(LOCAL)	74
G. Approve Resolution of the Board of Trustees for the Fort Worth Independent School District Regarding Delegation of Authority for Non-Educator Performance Appraisals	90
H. Approve Ratification for the Purchase of Furniture, Fixtures and Equipment for Phase I Refresh of the Teaching and Learning Center	93

7. RECESS - RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION - WEBINAR

8. EXECUTIVE SESSION

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

9. RECONVENE IN REGULAR SESSION - WEBINAR

10. ACCEPT CONSENT AGENDA

11. ACTION ITEMS

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

12. ACTION AGENDA ITEMS

- A. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, in the Best Interests of the District Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Renew and Award Probationary and Term Chapter 21 Employment Contracts of Specified Certified Employees for the 2020-2021 Contract Year, Including but not Limited to Teachers, Campus Professionals, Campus Administrators, Principals, Directors, Executive Directors, Assistant Superintendents, and Executive Officers
- E. Approve Resolution Declaring Certain Real Estate Holdings of Fort Worth Independent School District as Surplus and No Longer Necessary for the Operation of the School District, Excluding Mineral Interests 95
- F. Approve Purchase and Sale Agreement for the Sale of 840 Cooks Lane, Fort Worth, Texas 76120, Excluding Mineral Interests 102
- G. Approve Purchase and Sale Agreement for the Sale of 3150 McCart Avenue, Fort Worth, Texas 76109, Excluding Mineral Interests 134
- H. Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests 168
- I. Approve Purchase and Sale Agreement for the Sale of Approximately 2.032 Acres of Land, More or Less and Improvements (Commonly Known as the Thomas Place Community Center), Excluding Mineral Interests 205

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

14. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
May 12, 2020**

TOPIC: BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

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

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

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

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE

Additional Details

None

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on April 28, 2020.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on April 23, 2020, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. via a Zoom webinar. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on April 23, 2020 at 05:30 p.m.

Amanda Coleman, PhD
Director
Policy and Planning

RETURN OF THE MEETING APRIL 28, 2020

I, Amanda Coleman, Director of Policy and Planning of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on April 23, 2020, on the Fort Worth ISD main web page as District offices are closed due to the COVID-19 pandemic.

Given under my hand on April 23, 2020.

Amanda Coleman, PhD
Director
Policy and Planning

1. 5:30 P.M. - CALL REGULAR MEETING TO ORDER - WEBINAR

President Ramos called the meeting to order at 5:30 p.m.

The following Board Members were present:

Daphne Brookins
Anne Darr
C.J. Evans
Tobi Jackson
Anael Luebanos
Quinton Phillips
Jacinto Ramos
Norman Robbins

(Trustee Ashley Paz joined online at 5:49 p.m.)

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity and Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Michael Ball, Chief Financial Officer
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Chief Academic Officer
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management
Cherie Washington, Chief of Secondary Schools
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES

Pledges were led by Clint Bond.

3. PUBLIC COMMENT

Jessica Hernandez
Jonathan Guadian
Samuel Polk
Jessica Ramirez

4. DISCUSSION OF CONSENT AGENDA ITEMS

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

- A. Board of Education Meeting Minutes
 - 1. March 31, 2020-Regular Meeting
 - 2. April 14, 2020-Regular Meeting
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approve Purchase of Travel Services
- C. Approve Budget Amendment for the Period Ended March 31, 2020
- D. Approve Second Reading-Revisions to Board Policies CO, DCB, DF, DIA, EHBAF, FDA, FDB, and FNG(LOCAL)

- E. Approve Ratification of Remaining Funds from the 2013 Capital Improvement Program Construction Reserves for Middle School Restroom Renovations
 - F. Approve Authorization to Negotiate and Enter into a Contract with Reeder + Summit Joint Venture for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 171-011 (RFP #20-004) Tanglewood Elementary School Renovation
 - G. Approve Change Order for Job No. 008-203 North Side High School Addition & Renovation (RFQ #19-098) in Conjunction with the 2017 Capital Improvement Program
 - H. Approve Change Order for the Teaching and Learning Center Phase II (CSP19-137) to the General Contractors' Contract
6. RECESS-RECONVENE IN CLOSED MEEINGING FOR EXECUTIVE SESSION-WEBINAR
7. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.
- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - C. Security Implementation (Texas Government Code §551.076)
 - D. Real Property (Texas Government Code §551.072)
8. RECONVENE IN REGULAR SESSION - WEBINAR
- The meeting was reconvened at 7:05 p.m.
9. ACCEPT CONSENT AGENDA ITEMS
- Motion was made by Ashley Paz, seconded by, Anael Luebanos to approve CONSENT AGENDA.

The motion was unanimously approved.

10. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

There were no items removed.

B. Personnel (Item not needed)

11. ACTION AGENDA ITEMS

A. Approve Waiving of First Reading and Approve Revised Board Policy DEA(LOCAL)

Motion was made by Norman Robbins, seconded by Anael Luebanos.

The motion was unanimously approved.

12. DISCUSSION ON SELECTION OF BOARD OFFICERS

Tobi Jackson
Quinton Phillips
Daphne Brookins
CJ Evans
Anne Darr
Norman Robbins
Anael Luebanos
Ashley Paz
Jacinto Ramos

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

Tobi Jackson
Quinton Phillips
Daphne Brookins
Anne Darr
Norman Robbins
Anael Luebanos
Ashley Paz
Dr. Kent Scribner

14. ADJOURN

The meeting was adjourned at 7:48 p.m.

Amanda Coleman, PhD
Policy and Planning

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

**CONSENT AGENDA ITEM
BOARD MEETING
May 12, 2020**

TOPIC: APPROVE REPLACEMENT OF BOILER AT CARTER-RIVERSIDE HIGH SCHOOL

BACKGROUND:

The HVAC boiler at Carter-Riverside High School is in need of constant repair and requires replacement with a more efficient model. The unit is 34 years old and has exceeded its life expectancy. The energy efficient replacement will support classroom comfort for teaching and learning.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Replacement of Boiler at Carter-Riverside High School
2. Decline to Approve Replacement of Boiler at Carter-Riverside High School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Replacement of Boiler at Carter-Riverside High School

FUNDING SOURCE

Additional Information

TRE

198-51-6299-001-XXX.XX.501-000000

COST:

\$119,473.00

VENDOR:

Texas Air Systems

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031(j) regarding school district purchases made through an interlocal agreement contract. Pricing was obtained through the TIPS Cooperative, contract 18010101. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Carter-Riverside High School

RATIONALE:

A new energy efficient boiler will provide energy savings for the District, eliminate costly repairs, and provide a more comfortable learning environment for the students.

INFORMATION SOURCE:

Art Cavazos

The Interlocal Purchasing System

Purchasing Made Personal



Printed 4 May 2020

www.texasairsystems.com



Texas AirSystems Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	6029 W. Campus Circle Drive	NAME Meredith Barton
CITY	Irving	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75063	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS No

HUB No

SERVING STATES

TX

Overview

Texas AirSystems is one of the largest HVAC equipment suppliers serving North, West and Central Texas. We have been providing equipment, service and turnkey solutions for over 30 years. Our success and philosophy have always been customer satisfaction driven. Texas AirSystems prides itself on having the most technically competent sales professionals and staff in the industry.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
18010101	Comprehensive HVAC Solutions and Services 2 Part	03/26/2021	See EDGAR Certification Doc.
18010102	Comprehensive HVAC Solutions and Services 2 Part JOC	03/26/2021	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

190201

Ryan Williams	Account Executive	(512) 788-0360	ryan.williams@texasairsystems.com
Rick Blackstock	Chairman	(210) 240-7250	rick.blackstock@texasairsystems.com

200201

Ryan Williams	Account Executive	(512) 788-0360	ryan.williams@texasairsystems.com
Rick Blackstock	Chairman	(210) 240-7250	rick.blackstock@texasairsystems.com

18010101

Rick Blackstock	Executive VP Sales	(972) 570-4700	rick.blackstock@texasairsystems.com
Buddy Pace	Vice President &	(817) 838-7400	buddy.pace@texasairsystems.com

18010102

Rick Blackstock	Executive VP Sales	(972) 570-4700	rick.blackstock@texasairsystems.com
Buddy Pace	Vice President &	(817) 838-7400	buddy.pace@texasairsystems.com

QUOTATION

Date: 3.31.2020



To: FWISD
Attn: Steven McPherson

Project: FWISD – Carter Riverside HS

PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
Burnham PV1111HSNPFC	1	SB-1	INCLUDED
BKS-2000 Water softener	1	WS-1	INCLUDED
Installation	1		INCLUDED
Blow down separator	1	BDS-1	INCLUDED
Energex Stainless steel flue	1lot		INCLUDED
New boiler house cleaning pad	1		INCLUDED
Climatec Controls	1		INCLUDED
Install new FWISD provided vacuum pump	1		INCLUDED
Payment bond	1		\$3,863.00
Performance Bond	1		\$3,863.00
Contingency	1		\$5,000.00
TOTAL NET PRICE			\$119,473.00

*FOB Factory, Full Freight Allowed, Tax Not Included

We are pleased to quote the following through TIPS Comprehensive HVAC Solutions and Service per contract #18010101. Effective March 22, 2018 – March 22, 2021

BURNHAM PV1111HSNPFC

TAG: STB-1

BURNHAM PV1111HSNPFC complete as follows:

- Gross output 2,175mbh
- Power flame LNICR3-G-20 Low nox burner
- Flush insulated jacket
- Burner plate
- Flue canopy
- Top flue outlet damper
- 15 psi steam boiler
- 3.5” steam gage
- Gauge glass set
- L404F operating pressure control
- Manual reset LWCO 150S MD
- Manual reset high water limit L4079B
- Latest UL listing requirements
- Gas train prepiped and wired

BRYAN WATER SOFTENER SYSTEM

TAG: WS-1

Bryan water softener system BKS-2000 complete as follows:

- 2 – Media tanks
- 450 gallon brine tank
- 58,750 grains, system cap.
- Flow rate – 18/25 gpm

SHIPCO BLOWDOWN SEPARATOR

TAG: BDS-1

Bryan Blow down sep. BDS-440, 0-15PSI, 1.25" complete as follows:

- ASME coded vessel
- Aftercooler
- Thermometer
- Temperature regulating valve
- Check valve and strainer

SCOPE OF WORK

- REMOVAL OF TWO EXISTING SECTIONAL BOILERS.
- REMOVE ALL OF THE STACK FROM BOILERS BACK TO THE WALL.
- REMOVE TWO EXISTING 8" VALVES AND 8" PIPE IN THE AIR.
- INSTALL A NEW 8" VALVE ON ONE LINE WITH NEW WELD FLANGE.
- INSTALL A NEW 8" FLANGE WELD ON OTHER LINE AND PUT BLIND FLANGE.
- WILL HAVE TO PUT PLATE ON WALL WERE STACK WAS REMOVED TO COVER HOLE AND THEN RUN NEW STACK THROUGH PLATE.
PLATE WILL HAVE TO BE WELDED TO ANGLE ON WALL.
- REMOVE EXISTING VACCUM PUMP AND INSTALL NEW ONE THAT FWISD WILL SUPPLY.
- REMOVE ONE CEMENT PAD AND INSTALL A NEW ONE FOR NEW SECTION BOILER.
- INSTALL NEW BOILER, BLOWDOWN SEPARATOR, WATER SOFTENER, FEED TANK AND NEW
- PIPING.
- INSULATION
- BOIL OUT AND STARTUP
- Climatec START/STOP controls only

Exclusions

- Electrical
- Asbestos removal

Thank you for your business!

-This quotation is subject to change without notice and void after 60 days.
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
-F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.
-Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.
-Texas AirSystems equipment will be supplied based upon approved submittal data.
-Retainage is not allowed. Texas AirSystems is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.
-Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.
-Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.
-Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.
-Insurance certificates and bonds can/will be provided upon request.

TEXAS AIRSYSTEMS

By: Marshall Horn/Ian Walker

**CONSENT AGENDA ITEM
BOARD MEETING
May 12, 2020**

TOPIC: APPROVE EMERGENCY PURCHASE OF CHROMEBOOKS TO SUPPORT ONGOING ONLINE INSTRUCTION IN ELEMENTARY SCHOOLS

BACKGROUND

In order to support the ongoing online instruction an emergency purchase of 4,070 ChromeBooks are needed for distribution to elementary students for the 2020-2021 school year. The purchase includes ChromeBooks, carrying cases, licenses and services to prepare and deliver these devices to schools. These ChromeBooks, along with the previously purchased ChromeBooks will support this endeavor. The quantity being purchased includes a five percent (5%) overage for possible enrollment changes and/or to swap out units needing repairs.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Emergency Purchase of Chromebooks to Support Ongoing Online Instruction in Elementary Schools
2. Decline to Approve Emergency Purchase of Chromebooks to Support Ongoing Online Instruction in Elementary Schools
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Emergency Purchase of Chromebooks to Support Ongoing Online Instruction in Elementary Schools

FUNDING SOURCE *Additional Details*

TRE	TRE 198-11-6396-001-XXX-11-423-000000.....\$309,996.96
Federal Programs	Title 1 211-11-6396-04E-XXX-30-510-000000-20F10...\$1,710,944.76
	Title 1 Part D 211-11-6396-04H-XXX-24-508-000000-20F50.\$993.58

COST:

\$2,021,935.30

VENDOR:

CDW-G

PURCHASING MECHANISM

Emergency and Interlocal Agreement

There are three source documents that support emergency purchases. The first is from the EDGAR 2 CFR 200.320(f)(2). The second is Texas Education Code 44.031(h) and the third is our Local Board Policy CH LOCAL.

This purchase is also in accordance with the 2 CFR 200.318(e) and Texas Education Code section 44.031(j) regarding school district purchases made through state and local intergovernmental agreements, inter-entity agreements, or an interlocal agreement contract. Pricing was obtained through the Sourcewell Cooperative Purchasing contract #081419-CDW. Supporting documentation is attached. The recommended vendors are listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Elementary Schools

RATIONALE:

Fort Worth ISD will support ongoing online elementary instruction by providing the needed ChromeBooks for the 2020-21 school year.

INFORMATION SOURCE:

Art Cavazos



CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services 

Products & Services

****COVID-19 Update****

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:
cdwg.com/sourcewell

Loc	School Name	Funding	Qty	Cost
063	063-Como Montessori (K-8) MS	Title I, Part A	14	\$ 6,955.06
103	103-Benbrook ES	Title I, Part A	82	\$ 40,736.78
105	105-West Handley ES	Title I, Part A	30	\$ 14,903.70
107	107-Burton Hill ES	Title I, Part A	29	\$ 14,406.91
110	110-Carroll Peak ES	Title I, Part A	32	\$ 15,897.28
111	111-Carter Park ES	Title I, Part A	39	\$ 19,374.81
114	114-Manuel Jara ES	Title I, Part A	45	\$ 22,355.55
115	115-George C. Clarke ES	Title I, Part A	66	\$ 32,788.14
116	116-Lily B. Clayton ES	Title I, Part A	36	\$ 17,884.44
118	118-Hazel Harvey Peace ES	Title I, Part A	29	\$ 14,406.91
119	119-E. M. Daggett ES	Title I, Part A	116	\$ 57,627.64
120	120-Rufino Mendoza ES	Title I, Part A	33	\$ 16,394.07
121	121-De Zavala ES	Title I, Part A	17	\$ 8,445.43
122	122-Diamond Hill ES	Title I, Part A	33	\$ 16,394.07
123	123-S.S. Dillow ES	Title I, Part A	93	\$ 46,201.47
124	124-Maude I. Logan ES	Title I, Part A	17	\$ 8,445.43
125	125-Eastern Hills ES	Title I, Part A	31	\$ 15,400.49
126	126-East Handley ES	Title I, Part A	28	\$ 13,910.12
127	127-Christene C. Moss ES	Title I, Part A	23	\$ 11,426.17
130	130-Harlean Beal ES	Title I, Part A	24	\$ 11,922.96
131	131-Rosemont Park ES	Title I, Part A	42	\$ 20,865.18
132	132-Glen Park ES	Title I, Part A	93	\$ 46,201.47
133	133-W.M. Green ES	Title I, Part A	47	\$ 23,349.13
134	134-Greenbriar ES	Title I, Part A	70	\$ 34,775.30
135	135-Van Zandt-Guinn ES	Title I, Part A	28	\$ 13,910.12
137	137-Hubbard Heights ES	Title I, Part A	101	\$ 50,175.79
138	138-H.V Helbing ES	Title I, Part A	27	\$ 13,413.33
139	139-Milton L. Kirkpatrick ES	Title I, Part A	27	\$ 13,413.33
141	141-Meadowbrook ES	Title I, Part A	40	\$ 19,871.60
143	143-D. McRae ES	Title I, Part A	34	\$ 16,890.86
146	146-M.H. Moore ES	Title I, Part A	35	\$ 17,387.65
147	147-Morningside ES	Title I, Part A	33	\$ 16,394.07
148	148-Charles E Nash ES	Title I, Part A	42	\$ 20,865.18
149	149-North Hi Mount ES	Title I, Part A	55	\$ 27,323.45
150	150-Oakhurst ES	Title I, Part A	33	\$ 16,394.07
151	151-Natha Howell ES	Title I, Part A	24	\$ 11,922.96
152	152-Oaklawn ES	Title I, Part A	39	\$ 19,374.81
153	153-A.M. Pate ES	Title I, Part A	32	\$ 15,897.28
154	154-Mary Louise Phillips ES	Title I, Part A	39	\$ 19,374.81
156	156-Ridglea Hills ES	Title I, Part A	40	\$ 19,871.60
157	157-Luella Merrett ES	Title I, Part A	99	\$ 49,182.21
159	159-Versia L Williams ES	Title I, Part A	21	\$ 10,432.59
160	160-Maudrie M. Walton ES	Title I, Part A	24	\$ 11,922.96
161	161-Sam Rosen ES	Title I, Part A	78	\$ 38,749.62
162	162-Sagamore Hill ES	Title I, Part A	44	\$ 21,858.76
163	163-Bruce Shulkey ES	Title I, Part A	71	\$ 35,272.09

165	165-Richard J. Wilson ES	Title I, Part A	35	\$	17,387.65
166	166-South Hi Mount ES	Title I, Part A	91	\$	45,207.89
167	167-South Hills ES	Title I, Part A	59	\$	29,310.61
168	168-Springdale ES	Title I, Part A	28	\$	13,910.12
169	169-Sunrise-McMillan ES	Title I, Part A	20	\$	9,935.80
172	172-W.J. Turner ES	Title I, Part A	30	\$	14,903.70
175	175-Washington Heights ES	Title I, Part A	18	\$	8,942.22
176	176-Waverly Park ES	Title I, Part A	137	\$	68,060.23
177	177-Westcliff ES	Title I, Part A	39	\$	19,374.81
178	178-Westcreek ES	Title I, Part A	31	\$	15,400.49
180	180-Western Hills ES (2-5)	Title I, Part A	82	\$	40,736.78
184	184-Worth Heights ES	Title I, Part A	36	\$	17,884.44
186	186-David K. Sellars ES	Title I, Part A	100	\$	49,679.00
187	187-J.T.Stevens ES	Title I, Part A	36	\$	17,884.44
188	188-Atwood McDonald ES	Title I, Part A	78	\$	38,749.62
190	190-Riverside ALC	Title I, Part A	16	\$	7,948.64
194	194-Daggett Montessori (K-8) MS	Title I, Part A	21	\$	10,432.59
206	206-Bill J. Elliott ES	Title I, Part A	30	\$	14,903.70
208	208-T.A. Sims ES	Title I, Part A	41	\$	20,368.39
209	209-Edward J. Briscoe ES	Title I, Part A	22	\$	10,929.38
216	216-Woodway ES	Title I, Part A	91	\$	45,207.89
219	219-Lowery Road ES	Title I, Part A	97	\$	48,188.63
220	220-Alice D. Contreras ES	Title I, Part A	101	\$	50,175.79
222	222-Clifford Davis ES	Title I, Part A	37	\$	18,381.23
223	223-Cesar Chavez ES	Title I, Part A	28	\$	13,910.12
225	225-Bonnie Brae ES	Title I, Part A	25	\$	12,419.75
226	226-Seminary Hills Park ES	Title I, Part A	47	\$	23,349.13
227	227-Dolores Huerta ES	Title I, Part A	33	\$	16,394.07
024	024-Detention Center	Title I, Part D	2	\$	993.58
026	026-Jo Kelly School	199 or TRE	5	\$	2,483.95
040	040-JJAEP (Pathways II)	199 or TRE	2	\$	993.58
101	101-Alice Carlson ALC	199 or TRE	62	\$	30,800.98
104	104-Boulevard Heights School	199 or TRE	4	\$	1,987.16
171	171-Tanglewood ES	199 or TRE	70	\$	34,775.30
207	207-Westpark ES	199 or TRE	102	\$	50,672.58
210	210-Childrens Medical Center	199 or TRE	3	\$	1,490.37
211	211-Safe Haven	199 or TRE	2	\$	993.58
229	229-Overton Park Elementary	199 or TRE	70	\$	34,775.30
252	252-Insights	199 or TRE	7	\$	3,477.53
063	063-Como Montessori (K-8) MS	199 or TRE	4	\$	1,987.16
103	103-Benbrook ES	199 or TRE	4	\$	1,987.16
105	105-West Handley ES	199 or TRE	4	\$	1,987.16
107	107-Burton Hill ES	199 or TRE	4	\$	1,987.16
110	110-Carroll Peak ES	199 or TRE	4	\$	1,987.16
111	111-Carter Park ES	199 or TRE	4	\$	1,987.16
114	114-Manuel Jara ES	199 or TRE	4	\$	1,987.16
115	115-George C. Clarke ES	199 or TRE	4	\$	1,987.16
116	116-Lily B. Clayton ES	199 or TRE	4	\$	1,987.16

118	118-Hazel Harvey Peace ES	199 or TRE	4	\$	1,987.16
119	119-E. M. Daggett ES	199 or TRE	4	\$	1,987.16
120	120-Rufino Mendoza ES	199 or TRE	4	\$	1,987.16
121	121-De Zavala ES	199 or TRE	4	\$	1,987.16
122	122-Diamond Hill ES	199 or TRE	4	\$	1,987.16
123	123-S.S. Dillow ES	199 or TRE	4	\$	1,987.16
124	124-Maude I. Logan ES	199 or TRE	4	\$	1,987.16
125	125-Eastern Hills ES	199 or TRE	4	\$	1,987.16
126	126-East Handley ES	199 or TRE	4	\$	1,987.16
127	127-Christene C. Moss ES	199 or TRE	4	\$	1,987.16
130	130-Harlean Beal ES	199 or TRE	4	\$	1,987.16
131	131-Rosemont Park ES	199 or TRE	4	\$	1,987.16
132	132-Glen Park ES	199 or TRE	4	\$	1,987.16
133	133-W.M. Green ES	199 or TRE	4	\$	1,987.16
134	134-Greenbriar ES	199 or TRE	4	\$	1,987.16
135	135-Van Zandt-Guinn ES	199 or TRE	4	\$	1,987.16
137	137-Hubbard Heights ES	199 or TRE	4	\$	1,987.16
138	138-H.V Helbing ES	199 or TRE	4	\$	1,987.16
139	139-Milton L. Kirkpatrick ES	199 or TRE	4	\$	1,987.16
141	141-Meadowbrook ES	199 or TRE	4	\$	1,987.16
143	143-D. McRae ES	199 or TRE	4	\$	1,987.16
146	146-M.H. Moore ES	199 or TRE	4	\$	1,987.16
147	147-Morningside ES	199 or TRE	4	\$	1,987.16
148	148-Charles E Nash ES	199 or TRE	4	\$	1,987.16
149	149-North Hi Mount ES	199 or TRE	4	\$	1,987.16
150	150-Oakhurst ES	199 or TRE	4	\$	1,987.16
151	151-Natha Howell ES	199 or TRE	4	\$	1,987.16
152	152-Oaklawn ES	199 or TRE	4	\$	1,987.16
153	153-A.M.Pate ES	199 or TRE	4	\$	1,987.16
154	154-Mary Louise Phillips ES	199 or TRE	4	\$	1,987.16
156	156-Ridglea Hills ES	199 or TRE	4	\$	1,987.16
157	157-Luella Merrett ES	199 or TRE	4	\$	1,987.16
159	159-Versia L Williams ES	199 or TRE	4	\$	1,987.16
160	160-Maudrie M. Walton ES	199 or TRE	4	\$	1,987.16
161	161-Sam Rosen ES	199 or TRE	4	\$	1,987.16
162	162-Sagamore Hill ES	199 or TRE	4	\$	1,987.16
163	163-Bruce Shulkey ES	199 or TRE	4	\$	1,987.16
165	165-Richard J. Wilson ES	199 or TRE	4	\$	1,987.16
166	166-South Hi Mount ES	199 or TRE	4	\$	1,987.16
167	167-South Hills ES	199 or TRE	4	\$	1,987.16
168	168-Springdale ES	199 or TRE	4	\$	1,987.16
169	169-Sunrise-McMillan ES	199 or TRE	4	\$	1,987.16
172	172-W.J. Turner ES	199 or TRE	4	\$	1,987.16
175	175-Washington Heights ES	199 or TRE	4	\$	1,987.16
176	176-Waverly Park ES	199 or TRE	4	\$	1,987.16
177	177-Westcliff ES	199 or TRE	4	\$	1,987.16
178	178-Westcreek ES	199 or TRE	4	\$	1,987.16
180	180-Western Hills ES (2-5)	199 or TRE	4	\$	1,987.16

184	184-Worth Heights ES	199 or TRE	4	\$	1,987.16
186	186-David K. Sellars ES	199 or TRE	4	\$	1,987.16
187	187-J.T.Stevens ES	199 or TRE	4	\$	1,987.16
188	188-Atwood McDonald ES	199 or TRE	4	\$	1,987.16
190	190-Riverside ALC	199 or TRE	4	\$	1,987.16
194	194-Daggett Montessori (K-8) MS	199 or TRE	4	\$	1,987.16
206	206-Bill J. Elliott ES	199 or TRE	4	\$	1,987.16
208	208-T.A. Sims ES	199 or TRE	4	\$	1,987.16
209	209-Edward J. Briscoe ES	199 or TRE	4	\$	1,987.16
216	216-Woodway ES	199 or TRE	4	\$	1,987.16
219	219-Lowery Road ES	199 or TRE	4	\$	1,987.16
220	220-Alice D. Contreras ES	199 or TRE	4	\$	1,987.16
222	222-Clifford Davis ES	199 or TRE	4	\$	1,987.16
223	223-Cesar Chavez ES	199 or TRE	4	\$	1,987.16
225	225-Bonnie Brae ES	199 or TRE	4	\$	1,987.16
226	226-Seminary Hills Park ES	199 or TRE	4	\$	1,987.16
227	227-Dolores Huerta ES	199 or TRE	4	\$	1,987.16
024	024-Detention Center	199 or TRE	1	\$	496.79
Total			4070	\$	2,021,935.30

Funding Source	Sum of Cost	Sum of Qty
Title I, Part A	\$ 1,710,944.76	3444
Title I, Part D	\$ 993.58	2
199 or TRE	\$ 309,996.96	624
Grand Total	\$ 2,021,935.30	4070

Cost Ea \$ 496.79 CDWG

Row Labels	Sum of 1st order	Sum of 1st Order Cost
199	540 \$	194,457.60
Title I, Part A	2,620 \$	999,949.20
Title I, Part D	0 \$	-
TRE	0 \$	-
Grand Total	3,160 \$	1,194,406.80

Row Labels	May Order Qty	Total Cost
Title I, Part A	3444	1710944.76
Title I, Part D	2	993.58
199 or TRE	624	309996.96
Grand Total	4070	2021935.3

Loc	School Name	Funding	1st order
129	129-John T. White ES		270
144	144-Mitchell Boulevard ES		60
063	063-Como Montessori (K-8) MS	Title I, Part A	23
103	103-Benbrook ES	Title I, Part A	0
105	105-West Handley ES	Title I, Part A	45
107	107-Burton Hill ES	Title I, Part A	44
110	110-Carroll Peak ES	Title I, Part A	47
111	111-Carter Park ES	Title I, Part A	56
114	114-Manuel Jara ES	Title I, Part A	66
115	115-George C. Clarke ES	Title I, Part A	0
116	116-Lily B. Clayton ES	Title I, Part A	52
117	117-Como ES		210
118	118-Hazel Harvey Peace ES	Title I, Part A	44
119	119-E. M. Daggett ES	Title I, Part A	0
120	120-Rufino Mendoza ES	Title I, Part A	49
121	121-De Zavala ES	Title I, Part A	28
122	122-Diamond Hill ES	Title I, Part A	50
123	123-S.S. Dillow ES	Title I, Part A	0
124	124-Maude I. Logan ES	Title I, Part A	28
125	125-Eastern Hills ES	Title I, Part A	47
126	126-East Handley ES	Title I, Part A	43
127	127-Christene C. Moss ES	Title I, Part A	36
130	130-Harlean Beal ES	Title I, Part A	37
131	131-Rosemont Park ES	Title I, Part A	61
132	132-Glen Park ES	Title I, Part A	0
133	133-W.M. Green ES	Title I, Part A	67
134	134-Greenbriar ES	Title I, Part A	0
135	135-Van Zandt-Guinn ES	Title I, Part A	42
137	137-Hubbard Heights ES	Title I, Part A	0
138	138-H.V Helbing ES	Title I, Part A	42
139	139-Milton L. Kirkpatrick ES	Title I, Part A	40
141	141-Meadowbrook ES	Title I, Part A	58
143	143-D. McRae ES	Title I, Part A	51
146	146-M.H. Moore ES	Title I, Part A	52
147	147-Morningside ES	Title I, Part A	50
148	148-Charles E Nash ES	Title I, Part A	0
149	149-North Hi Mount ES	Title I, Part A	0
150	150-Oakhurst ES	Title I, Part A	49
151	151-Natha Howell ES	Title I, Part A	38
152	152-Oaklawn ES	Title I, Part A	57
153	153-A.M.Pate ES	Title I, Part A	47
154	154-Mary Louise Phillips ES	Title I, Part A	56
156	156-Ridglea Hills ES	Title I, Part A	58
157	157-Luella Merrett ES	Title I, Part A	0
159	159-Versia L Williams ES	Title I, Part A	33
160	160-Maudrie M. Walton ES	Title I, Part A	38

161	161-Sam Rosen ES	Title I, Part A	0
162	162-Sagamore Hill ES	Title I, Part A	64
163	163-Bruce Shulkey ES	Title I, Part A	0
165	165-Richard J. Wilson ES	Title I, Part A	51
166	166-South Hi Mount ES	Title I, Part A	0
167	167-South Hills ES	Title I, Part A	84
168	168-Springdale ES	Title I, Part A	43
169	169-Sunrise-McMillan ES	Title I, Part A	32
172	172-W.J. Turner ES	Title I, Part A	46
175	175-Washington Heights ES	Title I, Part A	30
176	176-Waverly Park ES	Title I, Part A	0
177	177-Westcliff ES	Title I, Part A	57
178	178-Westcreek ES	Title I, Part A	47
180	180-Western Hills ES (2-5)	Title I, Part A	115
184	184-Worth Heights ES	Title I, Part A	52
186	186-David K. Sellars ES	Title I, Part A	0
187	187-J.T.Stevens ES	Title I, Part A	54
188	188-Atwood McDonald ES	Title I, Part A	0
190	190-Riverside ALC	Title I, Part A	27
194	194-Daggett Montessori (K-8) MS	Title I, Part A	33
206	206-Bill J. Elliott ES	Title I, Part A	45
208	208-T.A. Sims ES	Title I, Part A	59
209	209-Edward J. Briscoe ES	Title I, Part A	35
216	216-Woodway ES	Title I, Part A	0
219	219-Lowery Road ES	Title I, Part A	0
220	220-Alice D. Contreras ES	Title I, Part A	0
222	222-Clifford Davis ES	Title I, Part A	80
223	223-Cesar Chavez ES	Title I, Part A	43
225	225-Bonnie Brae ES	Title I, Part A	39
226	226-Seminary Hills Park ES	Title I, Part A	0
227	227-Dolores Huerta ES	Title I, Part A	50
024	024-Detention Center	Title I, Part D	0
026	026-Jo Kelly School	TRE	0
040	040-JJAEP (Pathways II)	TRE	0
080	080-Sped Private/Homeschool	TRE	0
101	101-Alice Carlson ALC	TRE	0
104	104-Boulevard Heights School	TRE	0
171	171-Tanglewood ES	TRE	0
207	207-Westpark ES	TRE	0
210	210-Childrens Medical Center	TRE	0
211	211-Safe Haven	TRE	0
229	229-Overton Park Elementary	TRE	0
252	252-Insights	TRE	0
Total			3160

1st Order Cost	Total Needed	2nd Order	2nd Order Total	LAN Schools Carts
\$ 97,228.80	270		\$ -	9
\$ 21,606.40	60		\$ -	2
\$ 8,778.18	41	18	\$ 9,622.80	
\$ -	86	86	\$ 45,975.60	
\$ 17,174.70	79	34	\$ 18,176.40	
\$ 16,793.04	77	33	\$ 17,641.80	
\$ 17,938.02	83	36	\$ 19,245.60	
\$ 21,372.96	99	43	\$ 22,987.80	
\$ 25,189.56	115	49	\$ 26,195.40	
\$ -	70	70	\$ 37,422.00	
\$ 19,846.32	92	40	\$ 21,384.00	
\$ 75,622.40	210		\$ -	7
\$ 16,793.04	77	33	\$ 17,641.80	
\$ -	120	120	\$ 64,152.00	
\$ 18,701.34	86	37	\$ 19,780.20	
\$ 10,686.48	49	21	\$ 11,226.60	
\$ 19,083.00	87	37	\$ 19,780.20	
\$ -	97	97	\$ 51,856.20	
\$ 10,686.48	49	21	\$ 11,226.60	
\$ 17,938.02	82	35	\$ 18,711.00	
\$ 16,411.38	75	32	\$ 17,107.20	
\$ 13,739.76	63	27	\$ 14,434.20	
\$ 14,121.42	65	28	\$ 14,968.80	
\$ 23,281.26	107	46	\$ 24,591.60	
\$ -	97	97	\$ 51,856.20	
\$ 25,571.22	118	51	\$ 27,264.60	
\$ -	74	74	\$ 39,560.40	
\$ 16,029.72	74	32	\$ 17,107.20	
\$ -	105	105	\$ 56,133.00	
\$ 16,029.72	73	31	\$ 16,572.60	
\$ 15,266.40	71	31	\$ 16,572.60	
\$ 22,136.28	102	44	\$ 23,522.40	
\$ 19,464.66	89	38	\$ 20,314.80	
\$ 19,846.32	91	39	\$ 20,849.40	
\$ 19,083.00	87	37	\$ 19,780.20	
\$ -	46	46	\$ 24,591.60	
\$ -	59	59	\$ 31,541.40	
\$ 18,701.34	86	37	\$ 19,780.20	
\$ 14,503.08	66	28	\$ 14,968.80	
\$ 21,754.62	100	43	\$ 22,987.80	
\$ 17,938.02	83	36	\$ 19,245.60	
\$ 21,372.96	99	43	\$ 22,987.80	
\$ 22,136.28	102	44	\$ 23,522.40	
\$ -	103	103	\$ 55,063.80	
\$ 12,594.78	58	25	\$ 13,365.00	
\$ 14,503.08	66	28	\$ 14,968.80	

\$	-	82	82	\$	43,837.20
\$	24,426.24	112	48	\$	25,660.80
\$	-	75	75	\$	40,095.00
\$	19,464.66	90	39	\$	20,849.40
\$	-	95	95	\$	50,787.00
\$	32,059.44	147	63	\$	33,679.80
\$	16,411.38	75	32	\$	17,107.20
\$	12,213.12	56	24	\$	12,830.40
\$	17,556.36	80	34	\$	18,176.40
\$	11,449.80	52	22	\$	11,761.20
\$	-	141	141	\$	75,378.60
\$	21,754.62	100	43	\$	22,987.80
\$	17,938.02	82	35	\$	18,711.00
\$	43,890.90	201	86	\$	45,975.60
\$	19,846.32	92	40	\$	21,384.00
\$	-	104	104	\$	55,598.40
\$	20,609.64	94	40	\$	21,384.00
\$	-	82	82	\$	43,837.20
\$	10,304.82	47	20	\$	10,692.00
\$	12,594.78	58	25	\$	13,365.00
\$	17,174.70	79	34	\$	18,176.40
\$	22,517.94	104	45	\$	24,057.00
\$	13,358.10	61	26	\$	13,899.60
\$	-	95	95	\$	50,787.00
\$	-	101	101	\$	53,994.60
\$	-	105	105	\$	56,133.00
\$	30,532.80	121	41	\$	21,918.60
\$	16,411.38	75	32	\$	17,107.20
\$	14,884.74	68	29	\$	15,503.40
\$	-	51	51	\$	27,264.60
\$	19,083.00	87	37	\$	19,780.20
\$	-	3	3	\$	1,603.80
\$	-	5	5	\$	2,673.00
\$	-	2	2	\$	1,069.20
\$	-	0	0	\$	-
\$	-	62	62	\$	33,145.20
\$	-	4	4	\$	2,138.40
\$	-	70	70	\$	37,422.00
\$	-	102	102	\$	54,529.20
\$	-	3	3	\$	1,603.80
\$	-	2	2	\$	1,069.20
\$	-	0	70	\$	37,422.00
\$	-	7	7	\$	3,742.20
\$	1,194,406.80	7160	4070	\$	2,175,822.00

LAN School Total	Column1	Column2			
\$ 97,228.80					
\$ 21,606.40					
\$ -	13	5			
\$ -	81	5			
\$ -	29	5			
\$ -	28	5	Funding	Vendor	Cost Ea
\$ -	31	5	Title I, Part A	Trox	381.66
\$ -	38	5	TRE	CDWG	534.6
\$ -	44	5		CDWG	360.11
\$ -	65	5	Title I, Part D		534.6
\$ -	35	5			
\$ 75,622.40					
\$ -	28	5			
\$ -	115	5			
\$ -	32	5			
\$ -	16	5	\$ 360.11		
\$ -	32	5			
\$ -	92	5			
\$ -	16	5			
\$ -	30	5			
\$ -	27	5			
\$ -	22	5			
\$ -	23	5			
\$ -	41	5			
\$ -	92	5			
\$ -	46	5			
\$ -	69	5			
\$ -	27	5			
\$ -	100	5			
\$ -	26	5			
\$ -	26	5			
\$ -	39	5			
\$ -	33	5			
\$ -	34	5			
\$ -	32	5			
\$ -	41	5			
\$ -	54	5			
\$ -	32	5			
\$ -	23	5			
\$ -	38	5			
\$ -	31	5			
\$ -	38	5			
\$ -	39	5			
\$ -	98	5			
\$ -	20	5			
\$ -	23	5			

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496.79

\$	-	77	5
\$	-	43	5
\$	-	70	5
\$	-	34	5
\$	-	90	5
\$	-	58	5
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\$	-	100	5
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\$	-	24	5
\$	-	46	5
\$	-	32	5
\$	-		3
\$	-		5
\$	-		2
\$	-		0
\$	-		62
\$	-		4
\$	-		70
\$	-		102
\$	-		3
\$	-		2
\$	-		70
\$	-		7
\$	194,457.60	3370	700

Loc	Campus	Funding	Total Needed
024	024-Detention Center	Title I, Part D	3
026	026-Jo Kelly School	TRE	5
040	040-JJAEP (Pathways II)	Alternative	2
063	063-Como Montessori (K-8) MS	Title I, Part A	41
080	080-Sped Private/Homeschool	TRE	0
101	101-Alice Carlson ALC	Non-Title 1	62
103	103-Benbrook ES	Title I, Part A	86
104	104-Boulevard Heights School	TRE	4
105	105-West Handley ES	Title I, Part A	79
107	107-Burton Hill ES	Title I, Part A	77
110	110-Carroll Peak ES	Title I, Part A	83
111	111-Carter Park ES	Title I, Part A	99
114	114-Manuel Jara ES	Title I, Part A	115
115	115-George C. Clarke ES	Title I, Part A	70
116	116-Lily B. Clayton ES	Title I, Part A	92
117	117-Como ES	Title I, Part A	
118	118-Hazel Harvey Peace ES	Title I, Part A	77
119	119-E. M. Daggett ES	Title I, Part A	120
120	120-Rufino Mendoza ES	Title I, Part A	86
121	121-De Zavala ES	Title I, Part A	49
122	122-Diamond Hill ES	Title I, Part A	87
123	123-S.S. Dillow ES	Title I, Part A	97
124	124-Maude I. Logan ES	Title I, Part A	49
125	125-Eastern Hills ES	Title I, Part A	82
126	126-East Handley ES	Title I, Part A	75
127	127-Christene C. Moss ES	Title I, Part A	63
129	129-John T. White ES	Title I, Part A	
130	130-Harlean Beal ES	Title I, Part A	65
131	131-Rosemont Park ES	Title I, Part A	107
132	132-Glen Park ES	Title I, Part A	97
133	133-W.M. Green ES	Title I, Part A	118
134	134-Greenbriar ES	Title I, Part A	74
135	135-Van Zandt-Guinn ES	Title I, Part A	74
137	137-Hubbard Heights ES	Title I, Part A	105
138	138-H.V Helbing ES	Title I, Part A	73
139	139-Milton L. Kirkpatrick ES	Title I, Part A	71
141	141-Meadowbrook ES	Title I, Part A	102
143	143-D. McRae ES	Title I, Part A	89
144	144-Mitchell Boulevard ES	Title I, Part A	0
146	146-M.H. Moore ES	Title I, Part A	91
147	147-Morningside ES	Title I, Part A	87
148	148-Charles E Nash ES	Title I, Part A	46
149	149-North Hi Mount ES	Title I, Part A	59
150	150-Oakhurst ES	Title I, Part A	86
151	151-Natha Howell ES	Title I, Part A	66
152	152-Oaklawn ES	Title I, Part A	100

QUOTE CONFIRMATION



DEAR LARRY SANDOVAL,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJLB214	4/3/2020	4070.ACER.R721.TS.4YR.A DP	926086	\$2,021,935.30

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
Acer Chromebook Spin 311 R721T-62ZQ - 11.6" - A6 9220C - 4 GB RAM - 32 GB e Mfg. Part#: NX.HBRAA.003 Contract: Sourcewell RFP 081419 Tech Catalog - Chromebook (081419-CDW)	4070	6017325	-	-	
ACER 3YR LTD EXT WTY + 4YR ADP UPG Mfg. Part#: W2.WN1AA.273 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	4070	5968216	-	-	
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Sourcewell RFP 081419 Tech Catalog - Chromebook (081419-CDW)	4070	3577022	-	-	
Absolute for Chromebooks - Premium - subscription license (4 years) - 1 lic Mfg. Part#: MTMPRMC-GD-PROMO-48-DIRECTONLY UNSPSC: 43233205 Contract: SW-081419-SOFTW Electronic distribution - NO MEDIA Contract: MARKET	4070	4406826	-	-	
FWISD(TX)-CHROMESERVICES-PER UNIT Mfg. Part#: EBR-E21034-05 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	4070	4794641	-	-	
MAXCases Slim Sleeve w/Pocket notebook sleeve Mfg. Part#: MC-SSP2-11-GRY Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	4070	5997447	-	-	
FWISD(TX)-BREAKFIX-PER UNIT Mfg. Part#: EBR-44717-1 12 months of Break Fix Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	4070	5796129	-	-	
FWISD(TX)-BREAKFIX-PER UNIT Mfg. Part#: EBR-44717-1 3 months of Break Fix Electronic distribution - NO MEDIA	4070	5796129	-	-	

QUOTE DETAILS (CONT.)

Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)

PURCHASER BILLING INFO		SUBTOTAL	\$2,021,935.30
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$2,021,935.30
DELIVER TO		Please remit payments to:	
Shipping Address: FORT WORTH ISD C/O EBRYIT INC 4711-B #64 HWY 36 SOUTH ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



K12 North Texas Account Team
- Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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CONSENT AGENDA ITEM
BOARD MEETING
May 12, 2020

**TOPIC: APPROVE INCREASED COSTS FOR INTERNET ACCESS SERVICES
FOR 2019-2020 SCHOOL YEAR (E-RATE ELIGIBLE)**

BACKGROUND:

The Board approved the estimated E-Rate purchase for internet services for the 2019-2020 school year.

Previous Approval on 7/16/19:

Estimated Annual Cost (100%):	\$425,780.16
Estimated E-Rate Reimbursement (90%):	\$383,202.14
Projected District Expense (10%):	\$ 42,578.02

This Budget Amendment is to adjust the budget based upon the actual approved E-Rate Reimbursement amount compared to the estimated E-Rate Reimbursement Amount. The requested budget increase is \$21,849.44.

Revised E-Rate Amount:	\$431,303.46 (Note A)
Approved E-Rate Amount:	\$366,876.00 (Note B)
Net Estimated FWISD Applicant Share:	\$ 64,427.46

- A. Estimated Annual Cost increased due to an increase in the Universal Service Fee during the budget year. NOTE: The Universal Service Fee is adjusted quarterly by the Federal Communications Commission.
- B. The approved E-Rate discount is less than the estimated E-Rate reimbursement due to certain billing charges that were deemed E-Rate ineligible during the E-Rate application review process.

Internet access is vital to the instructional and administrative needs of the District to access resources such as:

Web-based instructional tools	Fort Worth ISD Web Presence
Web-based research tools	District Operations
Electronic mail	District Finance
Focus Student Information System	Interacting with the State of Texas
Procurements	

Internet Access Service is eligible for percentage discount under the FCC's E-rate program. The District is anticipating a 90% discount for these services. The remaining 10% will be paid from the General Fund. E-Rate discounts are contingent upon receiving the funding commitment from The FCC. The period of performance for this service is through July 31, 2020.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Increased Costs for Internet Access Services for 2019-2020 School Year (E-Rate Eligible)
2. Decline to Approve Increased Costs for Internet Access Services for 2019-2020 School Year (E-Rate Eligible)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Increased Costs for Internet Access Services for 2019-2020 School Year (E-Rate Eligible)

FUNDING SOURCE:

Additional Details

General Fund

199-53-6256-817-999-99-427-000000

COST:

\$21,849.44

VENDOR:

Zayo Group, LLC

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid #16-045

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

The District needs to maintain continuity of service for Internet Access which is vital for instructional and administrative operations.

INFORMATION SOURCE:

Art Cavazos

**CONSENT AGENDA ITEM
BOARD MEETING
May 12, 2020**

TOPIC: APPROVE THE TTESS WAIVER FOR 2019-2020

BACKGROUND:

Waivers will be reviewed and approved, pursuant to the Commissioner’s general waiver authority under Texas Education Code (TEC), §7.056, for school districts and charter schools that are unable to meet the requirements of TEC, §21.351 and §21.352, §21.354 or TEC, §21.3541, and the applicable rules in Title 19, Texas Administrative Code, Chapter 150 for teacher appraisal, principal appraisal, and campus administrator appraisal due to circumstances arising from the COVID-19 pandemic.

The FWISD has identified the following as aspects of the appraisal process that cannot be completed, and would be covered under a waiver, due to operational disruptions from the COVID-19 pandemic:

- Observations scheduled but not completed
- A request for appeal of TTESS observation outcomes/request for second appraisal/observation (Form B, FWISD TTESS Manual 2019-2020)
- Timelines outlined in FWISD TTESS Manual 2019-2020 for delivery

The lack of completed steps in the appraisal process would not deprive the teacher of the teacher’s right to respond to and otherwise appeal an appraisal or appraisal rating under 19 TAC §150.1004. The use of a waiver does not prohibit a teacher from filing a challenge in accordance with a district’s local policy.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve the TTESS Waiver 2019-2020
2. Decline to Approve the TTESS Waiver 2019-2020
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the TTESS Waiver 2019-2020

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Academics

RATIONALE:

The waiver is required by TEA to complete the 2019-2020 teacher evaluation system in COVID-19.

INFORMATION SOURCE:

Jerry Moore

FWISD will file a waiver for TTESS End-Of-Year evaluation activities with the Texas Education Agency pending Board approval. The waiver determines the End-Of-Year TTESS activities to be completed and the activities that cannot be completed. The End-Of-Year TTESS activities that cannot be completed are covered under the waiver.

Due to the operational disruption of the COVID-19, FWISD has determined the following activities to complete TTESS evaluations **WILL BE completed** immediately:

- Professional Development Plan

If the only aspects of an educator's appraisal process that has not yet been conducted are post-observation conferences or end-of-year conferences, those conferences may be combined and conducted by phone or video conference.

Upon completion of conferencing, if a teacher does not agree with the outcome, they may:

- Request for appeal of TTESS observation outcomes with first appraiser (Form A, FWISD TTESS Manual 2019-2020)
 - A request for a second review that is based purely on existing data (not a second observation), however, is possible and will be granted.

Due to the operational disruption of the COVID-19, FWISD has determined the following TTESS activities **CANNOT be completed** and will be waived for the 2019-2020 school year:

- Observations scheduled but not completed
- End-of-Year conferencing
- A request for appeal of TTESS observation outcomes/request for second observation/appraisal (Form B, FWISD TTESS Manual 2019-2020)
 - Due to the circumstances related to COVID-19, FWISD is not able to grant a request for a second observation, and the inability to do so is covered under a district waiver.
- Timelines outlined in FWISD TTESS Manual 2019-2020 for delivery of outcomes and responses.

The lack of completed steps in the appraisal process does not deprive a teacher of his or her right to respond to and otherwise appeal an appraisal or appraisal rating under 19 TAC §150.1004.

The use of a waiver does not prohibit a teacher from filing a challenge in accordance with a district's local policy.

- Teachers, who complete Form A (FWISD TTESS Manual, 2019-2020) do not agree with the outcome, will move immediately to HCM Employee Relations; omitting a second appraisal (Form B, FWISD TTESS Manual, 2019-2020).

All efforts to comply with educator appraisal requirements and, for those requirements that they are unable to meet, an explanation as to the circumstances that prevented compliance will be documented in the teacher's portfolio housed on the district's management system, STRIVE, in the comments.

TTESS Waiver Impact

The impact of the TESS Waiver to FWISD teachers is dependent on the status and progress of the teacher's appraisal in the TTESS evaluation cycle at the time of the COVID-19. The TTESS evaluation cycle consists of pre-conference, observation, and post-conference. Teachers were progressing at various rates in the TTESS evaluation cycle when COVID-19 struck. The following scenarios articulate the impact of the TTESS Waiver to teachers in the progression of the TTESS evaluation cycle:

For the teacher who did not receive a classroom observation and was not a “less than annual” waiver teacher, will not receive a TTESS appraisal in 2019-2020 per the TTESS Waiver.

For the teacher who qualifies and received a “less than annual” waiver, there is no impact from the TTESS Waiver.

For the teacher who partially completed the TTESS evaluation cycle (pre-observation conference and observation), he/she may choose to complete the cycle by requesting a post conference or it may be waived per the TTESS Waiver.

For the teacher who completed the entire TTESS evaluation cycle (pre-conference, observation and post-conference), he/she may appeal the outcome by requesting a review of the existing data by a second appraiser, Form A in the FWISD TTESS Manual, 2019-2020. Timelines as outlined in the FWISD TTESS Manual 2019-2020 are covered under the TTESS Waiver.

For the teacher who completed the entire TTESS evaluation cycle (pre-conference, observation and post-conference) and engaged in a second review of his/her appraisal outcomes, the teacher may appeal the second appraiser's review through the board approved process with HCM. No second observation will be granted per the FWISD Waiver.

For All Teachers, a Professional Development Plan will be completed for 2020-2021. The Professional Development Plan supports Domain 4 in the TTESS Rubric.

**CONSENT AGENDA ITEM
BOARD MEETING
May 12, 2020**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD AND FORT WORTH CRADLE TO CAREER TO JOIN THE “TARRANT TO AND THROUGH INITIATIVE”

BACKGROUND:

The Mission of District is preparing all students for success in college, career, and community leadership. The Fort Worth ISD, Rainwater Charitable Foundation, Fort Worth Cradle to Career, and other community stakeholders participated in a year long study of successful partnerships between public and private entities that have led to successful outcomes for student matriculation to and through a post-secondary education. The proposed partnership was born out of that work. Fort Worth ISD will be the founding school district to join the Tarrant To and Through Initiative, or T3.

Fort Worth Cradle to Career (FWC2C) is a stand-alone non-profit focused on improving outcomes for all children and families from birth to career. The T3 initiative will be a program run by FWC2C to ensure that, in partnership with FWISD and other community stakeholders, more Fort Worth students obtain post-secondary credentials and that all students have the training and skills they need to thrive in today’s workforce. This will happen by supporting and enhancing the current district efforts like national test preparation, college application bootcamps, and FAFSA completion. In addition, this initiative will add college advisors to each of the phase 1 campuses, at a ratio of 150:1, from the TCU College Advising Corp. This will support the current work of our counselors and College and Career coaches.

The partnership between FWISD and FWC2C will rest on the following principals:

- 1) Build on impactful work already happening in Fort Worth ISD and Tarrant County;
- 2) Align existing community assets to maximize impact;
- 3) Learn from leading, effective practices across the country;
- 4) Focus on student experience; and
- 5) Develop a sustainable plan covering first 10 years of initiative.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth ISD and Fort Worth Cradle to Career to Join the “Tarrant to and Through Initiative”
2. Decline to Approve Memorandum of Understanding Between Fort Worth ISD and Fort Worth Cradle to Career to Join the “Tarrant to and Through Initiative”
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth ISD and Fort Worth Cradle to Career to Join the “Tarrant to and Through Initiative”

FUNDING SOURCE

Additional Details

General Fund	199-31-6119-001-999-38-152-000000.....	\$300,000
Special Revenue	211-31-6396-OLD-999-24-510-000000 20F10.....	\$72,000

COST:

\$372,0000

VENDOR:

Fort Worth Cradle to Career

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Carter-Riverside High School
Arlington Heights High School
Benbrook Middle High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
I.M. Terrell Academy
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Texas Academy of Biomedical Sciences
Tarrant County College/South - FWISD Collegiate High School
Trimble Tech High School
Western Hills High School
World Languages Institute
O.D. Wyatt High School
Young Men's Leadership Academy
Young Women's Leadership Academy
Success High School
International Newcomers Academy
Applied Learning Academy
Como Montessori
Daggett Middle School
Daggett Montessori
J.P. Elder Middle School
Forest Oak Middle School
Handley Middle School
J. Martin Jacquet Middle School
William James Middle School
Kirkpatrick Middle School
Leonard Middle School
Jean McClung Middle School
McLean Middle School
Meacham Middle School
Meadowbrook Middle School
Monnig Middle School
Morningside Middle School
Riverside Middle School
Rosemont Middle School
Stripling Middle School
Wedgwood Middle School

RATIONALE:

Preparing for success in college and career is a key goal for the students in Fort Worth ISD. This unique and innovative partnership will enhance the existing district efforts, with a strong community collective impact initiative, to help our school district accomplish the mission of Preparing ALL students for success in college, career, and community leadership.

INFORMATION SOURCE:

Jerry Moore

DATA SHARING AGREEMENT
BETWEEN
FORT WORTH INDEPENDENT SCHOOL DISTRICT
AND
FORT WORTH CRADLE TO CAREER

1. INTRODUCTION

The Fort Worth Cradle to Career has entered into a Memorandum of Understanding (MOU) for the Tarrant To & Through Initiative with the Fort Worth Independent School District (“District”) to provide District access to the establish the general agreement for the program. To complete the work required under the MOU, FWCTC will require access to District data.

This Data Sharing Agreement for the Tarrant To & Through Initiative (the “DSA”) is made by and between District, a Texas public school district and Fort Worth Cradle to Career, a Texas non-profit organization working to ensure that students in Tarrant County receive an excellent and equitable education. The District and Fort Worth Cradle to Career may be referred to individually as a “Party,” and collectively as the “Parties.”

2. SCOPE OF DATA TO BE DISCLOSED

To effectively implement the partnership outlined in the MOU and this DSA, District authorizes Fort Worth Cradle to Career to receive or acquire on behalf of District the data (collectively known as the “Data”) described in Exhibit A: Scope of Data.

The Parties acknowledge the release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA).

3. PARTIES’ OBLIGATIONS

3.1 Fort Worth Cradle to Career must provide District with a copy of policies and procedures, consistent with FERPA and other Federal and State confidentiality and privacy provisions, that will be used to protect personally identifiable information from education records from further disclosure (except back to the District) and unauthorized use, including limiting the use of personally identifiable information from education records to only authorized representatives with legitimate interests.

3.2 District authorizes Fort Worth Cradle to Career to receive the Data described in Exhibit A: Scope of Data.

3.3 District shall prepare the Data as described in Exhibit A: Scope of Data on a schedule and frequency mutually agreed upon by the Parties and make the Data available to Fort Worth Cradle to Career electronically to the greatest extent possible.

4. LIMITATIONS ON USE

4.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by District, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations 34 C.F.R. § 99.1 et seq. District has determined that Fort Worth Cradle to Career has a legitimate educational interest in the educational records, as that term is defined under FERPA, disclosed as the Data under this DSA, and that Fort Worth Cradle to Career is the agent of District solely for the purpose of facilitating and tracking student progress through the Fort Worth Cradle to Career programming. Fort Worth Cradle to Career and its designated representatives shall maintain the confidentiality of the Data and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this DSA.

4.2 Fort Worth Cradle to Career shall allow access to the Data only to: (i) persons and contractors who have been tasked by Fort Worth Cradle to Career with storage, accessing and manipulating the Data; and (ii) persons and program partners of Fort Worth Cradle to Career that have been tasked by Fort Worth Cradle to Career with accessing the Data for the purpose of the T3 Initiative. Accordingly, Fort Worth Cradle to Career shall not release or otherwise reveal the Data to any individual, agency, entity, or third party not included in this DSA, unless such disclosure is required by law or court order. Fort Worth Cradle to Career also shall not sell the Data in any form to any third party.

4.3 Fort Worth Cradle to Career shall cooperate with District as to any reasonable request to review Fort Worth Cradle to Career’s compliance with the terms of this DSA.

5. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

5.1 Fort Worth Cradle to Career agrees to maintain the confidentiality of student information throughout all stages of conducting the services pursuant to the HCP Agreement executed by the Parties and this DSA by implementing reasonable data security procedures, controls, and safeguards to ensure that PII is protected in accordance with FERPA and Chapter 521 of the Texas Business and Commerce Code (to the extent applicable). Fort Worth Cradle to Career and its authorized representatives must maintain the confidentiality of the student records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Fort Worth Cradle to Career protects its own confidential information.

5.2 Student Personally Identifiable Information (PII) will be collected, stored, transmitted, and disposed using the following guidelines: (i) confidential/sensitive data will be collected only as necessary and in conjunction with this DSA; (ii) as provided above, PII will be restricted in its distribution and accessibility such that only authorized Fort Worth Cradle to

Career representatives who have agreed to maintain the confidentiality of the Data may access PII; (iii) PII will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and (iv) when necessary, PII will be disposed through secure means such as shredding paper files and erasing electronic files.

5.3 Fort Worth Cradle to Career will not bear responsibility for safeguarding information that is: (i) publicly available; (ii) that is not an education record or PII; (iii) that is obtained by Fort Worth Cradle to Career from third parties without restrictions on disclosure and is not obviously PII; or (iv) is required to be disclosed by order of a court or other governmental entity.

5.4 Nothing in this DSA may be construed to allow either Party to maintain, use, disclose, or share student education records in a manner not allowed under federal or state law or regulation. Except as otherwise permitted by this DSA or the HCP Agreement, Fort Worth Cradle to Career and its authorized representatives may not re-disclose the information to a third party without prior written consent from the District, the parent or eligible student.

5.5 Fort Worth Cradle to Career stipulates that this DSA does not convey ownership of the Data to Fort Worth Cradle to Career. District retains ownership of the PII that it provides pursuant to this DSA. District grants Fort Worth Cradle to Career a perpetual, non-exclusive, irrevocable, royalty-free license to use, reproduce, modify, create derivative works, and otherwise make use of (to the extent such use, reproduction, modifications, and derivative works comply with the restrictions in this DSA) the Data in any manner and through any media.

5.6 The Parties agree that if either Party terminates the HCP Agreement and/or this DSA, Fort Worth Cradle to Career's right pursuant to Section 7.5 of this DSA immediately cease upon termination and Fort Worth Cradle to Career will return and/or permanently destroy any PII the District has shared with Fort Worth Cradle to Career.

5.7 The District will have the right, upon reasonable prior written notice (no less than 10 business days), to audit Fort Worth Cradle to Career's security practices to affirm that Fort Worth Cradle to Career has appropriate policies and procedures in place to protect the personally identifiable information from education records. Any such audit will be performed during Fort Worth Cradle to Career's regular business hours and at District's sole expense.

5.8 If Fort Worth Cradle to Career becomes aware of a disclosure or security breach concerning any Data covered by this DSA, Fort Worth Cradle to Career shall immediately notify District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, Fort Worth Cradle to Career shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this DSA may, at District's sole discretion, result in District's immediately terminating this DSA.

6. TERM AND TERMINATION

6.1 This DSA will commence as of the later date that both Parties have signed the DSA below and shall continue for a period of five (5) years following execution, unless terminated earlier as allowed by this DSA. At the option of the District, this DSA may be renewed for three one-year terms, provided that the District has given Fort Worth Cradle to Career written notice of the District's intention to renew no later than thirty (30) days prior to the expiration of the then current term.

6.2 Either Party may terminate this DSA for any reason by giving 30 days' written notice of termination to the other Party.

6.3 Fort Worth Cradle to Career and its authorized representatives must destroy any student information received from the District when no longer needed for the purposes listed in this DSA. Upon such termination, Fort Worth Cradle to Career will work without unreasonable delay to securely delete, destroy, or return any and all data files and hard copy records to District that contain PII and remove any other PII from Fort Worth Cradle to Career's computer system. If requested, Fort Worth Cradle to Career shall provide District with an affidavit from an authorized officer of Fort Worth Cradle to Career confirming the deletion, destruction or return of data and files containing PII as soon as the action is complete.

The District will provide input on the specific time period for destruction based on the facts and circumstances surrounding the disclosure and study. The destruction must be in accordance with the District's records retention policies and procedures. The parties may agree to amend the agreement to extend the time period if needed, but the agreement must include a time limit. Fort Worth Cradle to Career shall securely and permanently destroy the Data in a commercially reasonable manner that is customary for the industry, and any and all hard and electronic copies thereof, when no longer needed for the purposes listed in this DSA. Fort Worth Cradle to Career agrees to require all employees, contractors, or agents of any kind using the Data to comply with this provision.

7. NOTICES

7.1 The following individuals are the contact points for each Party under this DSA. These individuals are responsible for the management and coordination of the requirements for each respective Party under this DSA. Copies of correspondence related to the modification, amendment, extension or termination of this DSA, or any other legal matter pertaining to this DSA, shall be furnished to these individuals with additional copies to:

For District:

Name: Sara Arispe

Title: Associate Superintendent – Accountability and Data Quality
Address: 100 N. University Dr.
Fort Worth, TX 76107
Email: Sara.Arispe@fwisd.org

For Fort Worth Cradle to Career:

Name: Mattie Parker
Title: Chief Executive Office
Address: TBD
Email: mparker@t3partnership.org

7.2 Fort Worth Cradle to Career designates the following individual or entity as an authorized representative: [Mattie Parker, Chief Executive Officer]. The authorized representative has authority to bind the entity to the requirements of this DSA. The authorized representative shall also require individuals accessing the personally identifiable information from education records to execute affidavits of nondisclosure or other documentation indicating their individual agreement to handle the personally identifiable information from education records properly.

8. SURVEYS

If Fort Worth Cradle to Career seeks to conduct a survey of students, Fort Worth Cradle to Career acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). Any applicable survey conducted by Fort Worth Cradle to Career must be conducted in collaboration with and with prior written consent from the District. In the event that any Department of Education funding is used for this program, prior written parental consent will be obtained before surveying a student on any of the following topics:

- a. Political affiliations;
- b. Mental and psychological problems potentially embarrassing to the student and his/her family;
- c. Sex behavior and attitudes;
- d. Illegal, anti-social, self-incriminating and demeaning behavior;
- e. Critical appraisals of other individuals with whom respondents have close family relationships;
- f. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
- g. Religious practices, affiliations, or beliefs of the student or parents; or
- h. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

The protected categories may also be expanded by future amendments to the PPRA. Parents will have the opportunity to inspect the survey created by a third party before the survey is administered or distributed to the student regardless of the funding source.

9. MISCELLANEOUS TERMS

9.1 Nothing in this DSA shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

9.2 Approval to use the personally identifiable information from education records for this DSA or the HCP Agreement does not confer approval to use the data for another agreement. The personally identifiable information from education records may only be used for the activities described in this DSA or the HCP Agreement.

9.3 Neither District nor Fort Worth Cradle to Career shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the DSA in any publication or public presentation without the prior written consent of such other Party.

9.3 No alteration, cancellation, variation or addition to this DSA shall be of any force or effect unless reduced to writing as an addendum to this DSA and signed by the Parties or their authorized signatories.

9.4 This document contains the entire DSA between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

9.5 None of the provisions of this DSA shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

9.6 The headings appearing in this DSA have been used for reference purposes only and shall not affect the interpretation of this DSA.

9.7 If any clause or term of this DSA should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this DSA shall be deemed to be severable there from and shall continue in full force and effect.

9.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this DSA without the prior written consent of the other Party, whose consent may not be unreasonably withheld.

9.9 By signing below, each Party represents that they are authorized to execute this DSA and that each Party is bound to all terms of the DSA.

9.10 This DSA shall only become effective and legally binding on the Parties once it has been signed by the Parties.

9.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior DSA from the other Party in writing.

9.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between Fort Worth Cradle to Career and District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into DSAs similar to this DSA with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this DSA, the conduct of which is outside and independent of this DSA.

9.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this DSA because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this DSA may be canceled, terminated, or suspended in whole or in part by the other Party.

9.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this DSA.

9.15 Any dispute arising under this DSA shall be resolved in accordance with the laws of the State of Texas. Venue shall lie exclusively in Tarrant County, Texas.

9.16 The terms of this DSA may be modified only upon a prior written amendment DSA executed by all Parties to this DSA.

9.17 This DSA constitutes and contains the entire DSA between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written DSAs between the Parties.

9.18 The Parties have caused this DSA to be executed by their duly authorized representatives. By signing this DSA, District and Fort Worth Cradle to Career signify that each Party understands and will comply with the conditions stated above.

9.19 The failure to comply with the requirements of FERPA will subject the third party to all allowable penalties under state and federal law. In the event that District data is compromised and/or released to an unauthorized individual, Fort Worth Cradle to Career must alert District's named contact person upon notification of the breach as soon as practical.

9.20 Fort Worth Cradle to Career shall defend and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorney fees, to the extent arising as a result of Fort Worth Cradle to Career's failure to meet

any of its obligations under this DSA. Fort Worth Cradle to Career will have no liability for claims or damages arising out of District's own negligence or willful misconduct. Fort Worth Cradle to Career's obligations under this paragraph are subject to District promptly notifying Fort Worth Cradle to Career of the applicable claim, allowing Fort Worth Cradle to Career the opportunity to control the defense and settlement thereof, and providing Fort Worth Cradle to Career all reasonable assistance in the defense and settlement of such claim.

Fort Worth Cradle to Career

District

By: _____
Name: Mattie Parker
Title: Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

EXHIBIT A: SCOPE OF DATA

The following table outlines the scope and source of all data provided to Fort Worth Cradle to Career either by District or on behalf of District under this DSA. This Exhibit may be amended if data requirements change. If the District or third-party provides additional data fields above and beyond the fields listed below, Fort Worth Cradle to Career will reasonable attempt to remove the additional data from their data sets.

DATA FIELDS	DATA SOURCE
District Directory Data	
First Name Middle Name Last Name Date of Birth District Issued Student ID High School ID CEEB Graduation Year TSDS ID Entry Date Ethnicity Race Sex	Data is sourced from the District SIS for all students.
DATA FIELDS	DATA SOURCE
District Transcript Data	
District Issued Student ID Course Code Course Title Grading Period Grade Scale Grade Absences Credit Military Enlistment Industry-based Certification Associates Degree Earned Graduation Type Code (indicating IEP and Workforce Readiness)	Data is sourced from the District SIS only for all students.
Filing Status Information for Free Application for Federal Student Aid (FAFSA)	
First Name Middle Initial Last Name Date of Birth FAFSA Submission Date FAFSA Processing Date Verification Status	Data is sourced from interfacing with Apply Texas data systems maintained by The University of Texas at Austin

Completion Status	
High School ID	
Apply Texas Application Status	
High School Name-First-Last Student-Last-Name First-Name Student-DOB Student-Email Application-ID Application-Destination-Name App-Semester App-Type Application-Deadline App-Status Last-Date-Updated Essay1 -Status Essay2-Status Essay3-Status Scholar-Univ? Scholar-App? Scholar-Deadline Scholar-App-Status H.S. Grad Date Primary Phone Primary Phone Type Senior Roster (one record per student) Application-Destination-Name App-Semester App-Type Application-Deadline App-Status Last-Date-Updated Essay1 -Status Essay2-Status Essay3-Status Scholar-Univ? Scholar-App? Scholar-Deadline Scholar-App-Status H.S. Grad Date	Data is sourced from interfacing with Apply Texas data systems maintained by The University of Texas at Austin
PSAT Scores	

<p> Attending Institution Code Last or Surname First Name Middle Initial Birth Date College Board Student Id Secondary School Student Id Address Street Number and Name Address Line 2 Text Address City Address State Abbreviation Us Zip or International Post Code Email Address Latest PSAT: Assessment Date Latest PSAT: Grade Level When Assessed Latest PSAT: Total Score Latest PSAT: Evidence-Based Reading and Writing Section Score Latest PSAT: Math Section Score Latest PSAT: Reading Test Score Latest PSAT: Writing and Language Test Score Latest PSAT: Math Test Score Latest PSAT: Analysis in Science Cross-Test Score Latest PSAT: Analysis in History/Social Science Cross-Test Score Latest PSAT: Relevant Words in Context Subscore Latest PSAT: Command of Evidence Subscore Latest PSAT: Expression of Ideas Subscore Latest PSAT: Standard English Conventions Subscore Latest PSAT: Heart of Algebra Subscore Latest PSAT: Passport to Advanced Mathematics Subscore Latest PSAT: Problem Solving and Data Analysis Subscore Date of Report </p>	<p>Data is sourced through electronic transfer from either District or directly from the College Board.</p>
SAT Scores	
<p> Cohort Year Last Or Surname </p>	<p>Data is sourced through electronic transfer from either District or directly from the</p>

<p> First Name Middle Initial Birth Date College Board Student Id Secondary School Student Id Address Street Number And Name Address Line 2 Text Address City Address State Abbreviation Us Zip Or International Post Code Email Address Latest SAT: Registration Number Latest SAT: Make Up Indicator Latest SAT: Assessment Date Latest SAT: Grade Level When Assessed Latest SAT: Revised Score Indicator Latest SAT: Total Score Latest SAT: Evidence-Based Reading And Writing Section Score Latest SAT: Math Section Score Latest SAT: Reading Test Score Latest SAT: Writing And Language Test Score Latest SAT: Math Test Score Latest SAT: Analysis In Science Cross-Test Score Latest SAT: Analysis In History/Social Science Cross-Test Score Latest SAT: Relevant Words In Context Subscore Latest SAT: Command Of Evidence Subscore Latest SAT: Expression Of Ideas Subscore Latest SAT: Standard English Conventions Subscore Latest SAT: Heart Of Algebra Subscore Latest SAT: Passport To Advanced Mathematics Subscore Latest SAT: Problem Solving And Data Analysis Subscore Latest SAT: Essay Reading Subscore Latest SAT: Essay Analysis Subscore Latest SAT: Essay Writing Subscore Date of Report Filler </p>	<p>College Board</p>
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Advanced Placement Exams	
<p>AP Number Last Name First Name Middle Initial Student Street Address 1 Student Street Address 2 Student Street Address 3 Student State Student Zip Code Sex Date of Birth School ID Education Level Best Language Admin Year [N] (where 'n' represents the number of occurrences) Exam Code [N](where 'n' represents the number of occurrences) Exam Grade [N] (where 'n' represents the number of occurrences) Date of Last Student Update Date on which the student's record was last updated. Date of this report Date this report was generated. Student Information Continued Student Identifier A unique number or alpha code assigned to the student by the school, school system, state, or other entity. Race Ethnicity Student Response Derived Aggregate Race Ethnicity</p>	<p>Data is pulled for each exam taken by a student in the specified school. Data is used to match up students if no crosswalk exists from the student id.</p> <p>https://apcentral.collegeboard.org/pdf/ap-student-datafile-format-2017.pdf</p>
TSI / Accuplacer Scores	
<p>Last Name First Name Date of Birth Student ID Date of Exam Arithmetic Score College-Level Math Score Elementary Algebra Score Reading Comprehension Score Sentence Skills Score</p>	<p>Data is sourced directly from the College Board Accuplacer system.</p> <p>Field names may differ slightly as no official field name list is available publicly.</p>
ACT Test	

<p>ACT ID Last Name First Name Middle Initial Address City State (Alpha) Zip Phone Type Phone Number Expanded Date of Birth State Assigned Student ID Number High School Code Expanded Test Date Combined English/Writing (EW) Score Writing Subscore English Scale Score Mathematics Scale Score Reading Scale Score Science Scale Score Composite Scale Score Production of Writing Readiness Range Knowledge of Language Readiness Range Conventions of Standard English Readiness Range Preparing for Higher Math Readiness Range Number & Quantity Readiness Range Algebra Readiness Range Functions Readiness Range Geometry Readiness Range Statistics & Probability Readiness Range Integrating Essential Skills Readiness Range Modeling Readiness Range Key Ideas & Details Readiness Range Craft & Structure Readiness Range Integration of Knowledge & Ideas Readiness Range</p>	<p>Data is sourced through electronic transfer from either District or directly from ACT</p>
National Student Clearinghouse	
<p>Your Unique Identifier High School Code High School Graduation Date Last Name First Name</p>	<p>Data is sourced from District or directly from National Student Clearinghouse. One record per enrollment period.</p>

Middle Initial Name Suffix College Code / Branch College Name College State 2-year/4-year Public/Private Enrollment Begin Date Enrollment End Date Enrollment Status Graduated Graduated Date Degree Title Major College Sequence Program Code	
Student Roster	
Your Unique Identifier High School Code High School Graduation Date Last Name First Name Middle Initial Name Suffix College Code / Branch College Name College State 2-year/4-year Public/Private Enrollment Begin Date Enrollment End Date Enrollment Status Graduated Graduated Date Degree Title Major College Sequence Program Code	Data is sourced from District or directly from National Student Clearinghouse. One record per enrollment period.

Additional Data Fields

Specific data fields to be accessed for additional programs supported by FWC2C:

- DISTRICT ID NUMBER
- TEA CAMPUS ID
- SCHOOL NAME
- SCHOOL LOCATION HISTORY

- GRADE LEVEL
- PRE-K STATUS (full day or half day)
- ETHNICITY
- SEX CODE
- SPED STATUS
- LEP INDICATOR CODE
- ESL PROGRAM CODE
- BILINGUAL PROGRAM TYPE CODE
- GIFTED/TALENTED INDICATOR CODE
- STUDENT HOME LANGUAGE
- ECONOMIC DISADVANTAGE CODE
- AT-RISK STATUS
- STUDENT RESIDENCE ZIP CODE
- STUDENT COUNTRY OF BIRTH
- RETENTION STATUS
- DAILY ATTENDANCE DATA
- TARDIES
- DISTRICT ENTRY DATE
- DISTRICT WITHDRAWAL DATE
- Leveled Reading ASSESSMENT DATA
- Leveled Reading USE DATA
- ASSESSMENT RESULTS (both raw scores and percent passing for STAAR and District specific assessments, including but not limited to: Ready Step, PSAT, SAT, AP, ITBS, TSI, STAR, Achieve 3000, CLI Engage, TX-KEA, NWEA MAP, etc.)
- Discipline Records

**Master Agreement
Between
Fort Worth ISD and Fort Worth Cradle to Career**

This Master Agreement (“Agreement”) is entered into by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school District with its principal place of business at 100 N. University Dr., Fort Worth, TX 76107 (“District”) and Fort Worth Cradle to Career, a 501(c)(3) organization with its principal place of business at a location TBD (“FWC2C”) concerning the “Tarrant To and Through Efforts” (T3). District and FWC2C shall be referred to herein collectively as the “Parties” or individually as “Party.”

I. Statement of Purpose

The Mission of District is preparing all students for success in college, career, and community leadership.

Fort Worth Cradle to Career is a stand-alone non-profit focused on improving outcomes for all children and families from birth to career. The Tarrant To and Through (T3) initiative will be a program run by FWC2C to ensure more Fort Worth students obtain post-secondary credentials and that all students have the training and skills they need to thrive in today’s workforce. The partnership between District and FWC2C will rest on the following principals:

1. Build on impactful work already happening in Tarrant County;
2. Align existing community assets to maximize impact;
3. Learn from leading, effective practices across the country;
4. Focus on student experience; and
5. Develop a sustainable plan covering first 10 years of initiative.

FWC2C and District agree to the following intended outcomes for the Project:

1. Boost the number of District students graduating CCMR per TEA requirements;
2. Boost the number of District successfully earning a post-secondary credential within 6 years of graduation;
3. Create an effective data platform to better track outcomes and provide support to students and families;
4. Engage the local business community in this effort; and
5. Boost the culture of post-secondary success in both schools and communities/families.

II. Agreements of the Parties

A. Scope of Program:

Both Parties acknowledge and understand that the scope of the program will be determined on an annual basis as the program is rolled out across District and Tarrant County.

All parties understand that starting with the 2020-2021 school year, all District graduating students who meet the eligibility requirements will be eligible to receive the T3 2-year scholarship and that the remainder of the services outlined below will be limited to the schools identified below and in subsequent yearly updates. For the 2020-2021 school year, the T3 Initiative will begin in July 2020 at the following high schools and their direct feeder patter middle schools.

1. Diamond Hill
2. Dunbar
3. Eastern Hills
4. OD Wyatt
5. Polytech
6. Western Hills

The intent is to add, by written mutual agreement, two (2) or three (3) high schools every two (2) or three (3) years, depending upon available funding and program success. New high schools will be agreed to in writing during the annual review of the MOU outlined below.

B. FWC2C agrees to the following terms:

1. Fundraise and provide backbone staff to support the overall effort, which is anticipated to include, but not limited to: Executive Director, Director of College Access, Director of College Success, Director of Data/Technology, Director of Community Partnerships, Scholarship Administrator, and Data Analyst.
2. Fundraise and coordinate two (2) year scholarships for all District student to attend Tarrant County College. This opportunity will be made available to all District graduates who meet the following eligibility requirements:

- a. Students must graduate from a District high school and enroll in TCC in the Fall immediately after graduating.
- b. Students must complete a FAFSA or TAFSA.
- c. Students must meet the income requirements outlined in the Tarrant County College Foundation Stars of Tomorrow Scholarship Program as follows:

No. in Household Family Income

1	\$38,000
2	\$67,000
3	\$72,000
4	\$77,000
5	\$82,000
6	\$87,000
7	\$92,000
8	\$97,000

- d. Students must have completed and fulfilled the T3 Pledge form.
3. Fundraise and manage contract with TCU College Advising Corp. to provide “college and career navigators” at participating schools in accordance with the District Post-Secondary Plan, [attached as Exhibit B](#).
 - a. College and Career Navigators (T3 Navigators) are defined as full-time support staff imbedded in schools focused on helping students identify post-secondary options, the steps necessary to pursue those options, and direct assistance to students in taking those steps. Examples include PSAT, SAT/ACT prep work, FAFSA/TAFSA completion, college applications, and job shadow opportunities.

- b. T3 navigators will be employed and report to the TCU College Advising Corp. and are not District employees.
 - c. The intent is for these T3 Navigators supplement existing District staff focused on college and career counseling and create better student ratios to provide more meaningful, frequent, and productive interactions with students, leading to an increased number of students achieving post-secondary success
 - d. For Year 1, the navigators will be provided at a student to navigator ratio of approximately 200:1 at the six high schools listed above. Any additional high schools to be added in following years will be reviewed and agreed to at the annual MOU renewal.
 - e. This ratio will be revisited at the annual time of this MOU renewal and amended as agreed to by both parties.
4. Create and manage the “Student Pledge Campaign.” The student pledge campaign will be an effort to encourage students to sign the pledge stating they will create a plan for post-secondary success, complete the FAFSA, graduate high school, and pursue their post-secondary plans. In exchange for this pledge, student will be eligible to receive a 2-Year last dollar scholarship to Tarrant County College provided they meet the income requirements. This opportunity will be available to all District students starting with the 2020-2021 school year.
 5. Create and manage a community volunteer program for students in accordance with pledge requirements.
 6. Fundraise and manage a mentor program to assist students in bridge from high school to post-secondary enrollment.
 7. Fundraise and manage internships and job shadow days for high school students.
 8. Fundraise and secure data platform to provide usable information to educators, students, and families. This platform is anticipated to provide a tracking system where all parties know exactly where they stand in terms of following their post-secondary success plan, and a messaging platform to communicate directly with students and families.
 - a. Provide technical assistance to District users of the platform.
 9. Provide virtual navigator pilot at designated campus.
 10. Provide data analytics to understand and act upon program outcomes.

C. DISTRICT agrees to the following terms:

1. Share data according to the attached Data Sharing Agreement – **Exhibit A**.
2. Create and implement a district wide Post-Secondary plan.
 - a. This plan will articulate how starting in Middle School, students are offered coursework and support services to ensure their post-secondary success including but not limited to:
 - i. Course offerings in high schools including PTECH and Early College High Schools
 - ii. FAFSA completion plans including family nights
 - iii. Remediation efforts to ensure students who graduate are TSI ready as defined by TEA
 - iv. Metrics and goals used to measure progress

3. Create and implement a post-secondary success plan for each participating school in partnership with T3 which includes but is not limited to the following:
 - a. A detailed student management plan that defines how each student will be served in terms of college and career counseling and support broken down by grade, student performance, and schedule for the year”. The goal of this plan is to ensure that each student has the support needed to create and achieve their individual pathway to post-secondary success.
 - b. An implementation plan for how the T3 funded navigators will be integrated into the larger school framework in terms of working with existing staff and resources including but not limited to: Go Centers, Counselors, Early College staff, etc.
 - c. This plan will set key metrics and goals for each campus.
 - d. This plan will address the physical space and resources required to support the T3 navigators
4. District commits to fully engaging and supporting all T3 supports both by the District administrations and the campus staff.
5. Pursue expanding College, Career, and Military Readiness (“CCMR”) courses at grades 6-8, to the extent possible.
6. Provide one CCMR Coach at each middle school in the T3 supported high schools.
7. Provide universal PSAT, ACT, SAT, and TSI testing.
8. Provide universal remediation math and English courses for students who have not passed TSI.
9. Provide mutually agreed upon space for the Navigators at participating schools. This space will be defined in the campus post-secondary success plan and must be adequate to fully support the college and career navigators at the stipulated ratios. At its discretion, District will provide additional dedicated office space, technology, furniture, fixtures, equipment and supplies to support these positions.
10. Grant data access to the Navigator 3rd party as per the Data Sharing Agreement.
11. District shall be responsible for compliance with all requirements and obligations relating to provision of educational services under local, state, or federal law. District will also be responsible for all licensing.
12. Funding and Costs:
 - a. District agrees to contribute the cost of one Navigator (\$50,000) to be applied to the TCU College Advising Corp. contract held by FWISD for providing college and career navigators for each high school supported by the T3 efforts. The high schools supported for Year 1 are as follows:
 - i. Diamond Hill, Dunbar, Eastern Hills, O.D. Wyatt, Polytechnic, and Western Hills.
 - ii. The total for Year 1 will not exceed \$300,000.
 - b. District agrees to contribute \$2,000 per high school Navigator to be used towards technology including, but not limited to laptop, furniture, and/or supplies.

- i. The total for Year 1 will not exceed \$72,000.
- c. It is anticipated that this program will significantly boost the number of District students who meet the Texas Education Agency CCMR Bonus Criteria which qualifies the district to receive up to bonus funds under HB 3. District agrees to the following distribution of those funds:
 - i. 75% - Funds will be used to directly supplement and enhance the existing District CCMR and T3 Initiatives in the following manner:
 - 1. May be used for the cost of one Navigator per campus in item (12(a)), but not to exceed 50% of the total District navigator cost for that school year.
 - 2. Any remaining funds should be directed for new initiatives that supplement the existing District program such as Academic Advisement, Advanced Placement exam preparation, TSIA preparation, National Assessment (ACT, PSAT, SAT) preparation, college awareness initiatives, career awareness initiatives (Vital Link), CTE programming, CCMR parent awareness programs, and other costs related to the T3 related initiatives. Funds must be spent according to the District Post – Secondary Plan and approved by the Chief of Academics.
 - 3. 25% - Other direct or indirect costs to related to CCMR programming.

III. Management Committee and Advisory Council

A. Purpose/Role

To facilitate communication and collaboration between District and FWC2C related to the Project and to ensure meeting the collective goals of District and FWC2C, the Parties will create a Management Committee.

B. Composition

The Management Committee will be comprised of three (3) representatives from District and three (3) representatives from FWC2C. The Management Committee will develop a detailed action plan for project activities and will meet monthly to review project progress through the plan. The Management Committee will act as the implementation support team and will review formative evaluation data, problem solve implementation difficulties, and monitor expenditures of funds.

C. Meetings

By February 1st of each calendar year, the Management Committee will agree upon a schedule of meetings, which shall occur at least quarterly. The purpose of these meetings will be to support the effective management of the Project and to identify reports and a reporting schedule on student achievement, attendance, and behavior factors of students within the Project. The Management Committee will further propose dates for a monthly financial report for Management Committee meetings. Prior to implementation of the Project, the reporting schedules and information to be included in the reports must be approved by the Superintendent.

D. Annual Review of the MOU

As part of supporting the effective management of the Project, the Management Committee will review the programs of the Project to determine ongoing needs and potential changes to enhance the work being done through the T3 Initiative. Based on its ongoing review of the Project, the Management Committee will develop a set of recommendations for the upcoming school year related to any scope and programming changes. All new proposals and amendments to existing proposals and programs in the Project proposed by the Management Committee must be agreed to by both parties in writing no later than March 10th of the calendar year. The Parties acknowledge that any changes involving staffing must be submitted to District by March 10th annually in order for District to ensure compliance with Chapter 21 of the Texas Education Code.

IV. Miscellaneous

A. Revenue

Any revenue generated from the Project such as for Average Daily Attendance shall be the sole property of District.

B. Staff Evaluation

Any District staff funded by FWC2C shall be evaluated as per the stipulations of State law and District policies. Notwithstanding anything in a grant agreement to the contrary, all current and future positions related to this Agreement will be graded in accordance with the applicable positions in the District Compensation Manual.

C. Term

This Agreement shall be in effect from date of ratification by the District Board of Education and the approval of FWC2C until its amendment or termination by either Party as stipulated in this Agreement. On an annual basis, this Agreement may be renewed by each party in writing no later than March 10th of that year. The Renewal must include updates as to which schools will be supported by the T3 efforts.

D. Sovereign Immunity

Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Texas or of the staff or employees of District.

E. Applicable Law

This Agreement shall be governed by the laws of the State of Texas.

F. Dispute Resolution

An authorized executive-level agent of RCF and the Superintendent, or his or her designee, shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the Project prior to seeking any type of legal remedy. In the event a resolution cannot be reached within thirty (30) days, both parties shall have the right to pursue all available legal remedies.

G. Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, District may assign any obligations of this Agreement related to grant submission and receipt and holding of grant dollars to the Fort Worth ISD Education Foundation.

H. Amendments

This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties. Any change to this Agreement must be in writing and signed by both Parties. An amendment shall be required whenever the term of this Agreement is extended or reduced without terminating the Agreement.

I. Termination or option to individually opt out of Project participation

Either Party may terminate this Agreement by giving the other Party at least thirty (30) calendar days' advance written notice. If the termination is to take effect during the current academic year, the Party initiating the termination shall be required to provide funding for all positions provided for under this Agreement as part of the Project pursuant to Chapter 21 of the Texas Education Code for the remainder of the academic year.

To the extent that a programmatic termination for the following academic year affects positions subject to Chapter 21 of the Texas Education Code, notice must be provided by March 10 in any given year and the Party responsible for funding the positions will be required to continue funding during the remainder of the current school year.

J. No Joint Venture

The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between FWC2C and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement. No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing. Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

K. Severability

If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.

L. Headings

The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.

M. Waiver

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

N. Trademarks/Logos

Neither Party shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.

DRAFT

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and FWC2C signify that each Party understands and will comply with the conditions stated above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____

Name: **Dr. Kent P. Scribner**

Title: **Superintendent of School – Fort Worth Independent School District**

Date: _____

By: _____

Name: **Jacinto Ramos**

Title: **Board President - Fort Worth ISD Board of Trustees**

Date: _____

FORT WORTH CRADLE TO CAREER

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

**CONSENT AGENDA ITEM
BOARD MEETING
May 12, 2020**

**TOPIC: APPROVE FIRST READING-REVISIONS TO BOARD POLICIES
CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL), AND EHBB(LOCAL)**

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the district’s local policies are concerned. District personnel updates policies incorporating TASB’s recommendations and/or the needs of the district. The Board of Trustees always has the final say regarding which policies go in the manual.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading-Revisions to Board Policies CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL) and EHBB(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL) and EHBB(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading-Revisions to Board Policies CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL) and EHBB(LOCAL)

FUNDING SOURCE

No Cost

Additional Details

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

The approval of these policies will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Karen Molinar

BOARD POLICY UPDATE #114

CKC(LOCAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

Rationale:

Recommended revisions are to comply with new requirements for the District's emergency operations plan (EOP) to include "policies" on responding to an active shooter (HB 2195) and access to campus buildings and materials necessary for a substitute teacher to carry out his or her duties during an emergency or emergency drill (SB 11). The policy text affirms that the District's procedures on these topics will be included in the EOP.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's ~~Emergency Operations Plan~~ **emergency operations plan** and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. ~~Reasonable~~ **Reasonable** security measures when District property is used as a polling place;
2. **Response to an active shooter emergency; and**
3. **Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill..**

BOARD POLICY UPDATE #114

CKE(LOCAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

Rationale:

Recommended revisions are to address SB 1707, which requires the Board to determine the duties of school resource officers (SRO) and include those duties in the District Improvement Plan, the Student Code of Conduct, any memorandum of understanding, and other relevant publications. SB 1707 also prohibits an SRO from being assigned routine student discipline or school administrative tasks.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

**School Resource
Officers**

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

Training

All school resource officers shall receive at least the minimum amount of education and training required by law.

[See CKEC]

BOARD POLICY UPDATE #114

DFFA(LOCAL) REDUCTION IN FORCE: FINANCIAL EXIGENCY

Rationale:

The recommended revision to this local policy on financial exigency was prompted by HB 3. The bill moved provisions from Education Code Chapter 42 to Chapter 48 and affected existing text on furloughs, which has been deleted, as the cross-reference provides sufficient guidance to the relevant legal authority.

Please note that because BJA(LOCAL) permits the Superintendent to delegate responsibilities to other employees, we have removed language referring to the Superintendent's designee throughout.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

**Plan to Reduce
Personnel Costs**

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs [see DEA];
- ~~Furloughs, if the District has received certification from the commissioner of education of a reduction in funding under Education Code 42.009 [see CBA and DEA];~~
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at [Reduction in Force Due to Financial Exigency](#) ~~REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY~~, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at [Applicability](#) ~~APPLICABILITY~~, below.

- See DCD for the termination at any time of at-will employment [including grant-funded employees](#).
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

**Reduction in Force
Due to Financial
Exigency**

Applicability

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

Definitions

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

General Grounds

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA]- A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

Employment Areas

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education, or other positions paid with supplemental resources.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

Criteria for Decision

The Superintendent ~~or designee~~ shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
- ~~2.~~ Performance: Effectiveness, as reflected by ~~the:~~
 - ~~a.~~ The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and any
 - ~~b.~~ Any other written evaluative information, including disciplinary information.

If the Superintendent ~~or designee~~ at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

- ~~3.~~2. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.
- ~~4.~~3. Professional Background: Professional education and work experience related to the current or projected assignment.

Superintendent
Recommendation

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

Board Vote After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the hearing will be conducted by a TEA-appointed hearing examiner [see DFD].

Notice The Superintendent ~~or designee~~ shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing conducted by a TEA-appointed hearing examiner, in accordance with policies at DFBB and DFD.

Consideration for Available Positions An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, if the employee requests a hearing.

List of Vacancies For the six-month period following an employee's receipt of a notice of proposed nonrenewal or discharge, the District shall make available to the employee an updated list of vacancies.

Hearing Request An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

Nonrenewal: Term Contract

Discharge: Chapter 21 Contract An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD as specified in the notice of proposed discharge.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

Discharge: Non-
Chapter 21 Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

Final Action

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

BOARD POLICY UPDATE #114

EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Rationale:

This local policy on gifted and talented (GT) services has been updated based on HB 3 and the newly adopted Texas State Plan for the Education of Gifted/Talented Students.

HB 3 requires a district to adopt a policy regarding the use of funds to support the district's GT program. The bill also requires a district to annually certify to the commissioner that the district's GT program is consistent with the GT state plan and report to the commissioner on the use of funds for the district's GT program. Corresponding revisions to the local policy appear at Program Evaluation.

Other revisions to align with the state plan include:

- Deletion throughout of the references to nominating students for the GT program;
- Broader language regarding the selection committee, as there is no requirement to specify in policy whether the committee is established at the district or campus level;
- More flexible language regarding reassessments and transfer students;
- New text to incorporate the requirement to consult with parents about a student exiting the program; and
- New text to incorporate the ability of an educator to appeal final decisions of the selection committee.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

NOMINATION/ REFERRAL	Students may be nominated /referred for the gifted and talented program at any time by teachers, counselors, parents, or other interested persons.
SCREENING AND IDENTIFICATION PROCESS	<p>The District shall provide assessment opportunities to complete the screening and identification process for nominated/referred students at least once per school year.</p> <p>The District may schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
PARENTAL CONSENT	The District shall obtain written parental consent for before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
IDENTIFICATION CRITERIA	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
ASSESSMENTS	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
SELECTION	A selection committee shall evaluate each nominated /referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law, and shall be established at each campus.
NOTIFICATION	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

REASSESSMENT	<p>If Tthe District shall reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades to determine appropriate program placement when a student moves from the elementary level to the secondary level and from grade 8 to grade 9.</p>
TRANSFER STUDENTS INTERDISTRICT	<p>When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement District shall place the student in the District's program for gifted and talented students for the remainder of the current school year.</p> <p>The District shall assess the student during the next annual screening period using the District's established identification criteria, and the selection committee shall determine if continued placement in the District's program for gifted and talented students is appropriate.</p> <p>[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]</p>
INTRADISTRICT	<p>A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.</p>
FURLOUGHS	<p>The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.</p> <p>In accordance with administrative regulations the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.</p>
EXIT PROVISIONS	<p>The District shall monitor student performance in response to gifted and talented the program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, and his or her educational needs, the committee may exit a student from the program. If a student or parent requests removal from the program, the selection committee shall meet with the parent and student before honoring the request finalizing an exit decision.</p>

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

APPEALS

A parent ~~or~~, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

PROGRAM
EVALUATION

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, counselors, students in the gifted and talented program, and the community.

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:

1. The establishment of a gifted and talented program by the District; and
2. That the District's program is consistent with the state plan for gifted and talented students.

COMMUNITY
AWARENESS

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

**CONSENT AGENDA ITEM
BOARD MEETING
May 12, 2020**

TOPIC: APPROVE A RESOLUTION OF THE BOARD OF TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT REGARDING DELEGATION OF AUTHORITY FOR NON-EDUCATOR PERFORMANCE APPRAISALS

BACKGROUND:

The Fort Worth Independent School Board of Trustees (Board) delegated authority to Superintendent Scribner on March 31, 2020 to address emergency operations during this COVID-19 pandemic environment. Such delegation included, but was not limited to, the ability to seek waivers from TEA on teacher evaluations and to decide compensation for staff.

Essential staff have continued to physically report to district work locations each day while other employees have been able to perform basic job functions remotely. Despite our best efforts in using technology, a significant portion of the non-educator population have been unable to fulfill the performance expectations assigned to them at the beginning of the school year. As a result, it would be unusual to attempt to evaluate individual performance for employees who did not have the resources or access to systems to satisfactorily complete their goals/objectives.

The Board believes the most efficient and equitable process is to allow the Superintendent, in consultation with leaders closest to individual performance limitations, to determine the scope and process, if any, of performance appraisals for non-educator staff.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES

1. Approve Resolution of the Board of Trustees for the Fort Worth Independent School District Regarding Delegation of Authority for Non-Educator Performance Appraisals
2. Decline to Approve Resolution of the Board of Trustees for the Fort Worth Independent School District Regarding Delegation of Authority for Non-Educator Performance Appraisals
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Resolution of the Board of Trustees for the Fort Worth Independent School District Regarding Delegation of Authority for Non-Educator Performance Appraisals.

FUNDING SOURCE

No Cost

Additional Details

None

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

PARTICIPATING SCHOOL/DEPARTMENTS

All Fort Worth ISD non-educator departments/employees

RATIONALE:

This item should be approved to give the Superintendent maximum flexibility to waive or amend the required policy governing non-educator performance appraisals for the 2019-2020 school year. Many employees have had no access or limited access to systems and resources needed to successfully complete objectives for the year. It may be more efficient to focus the limited resources currently available on more critical tasks necessary to ensure complete operational functionality as soon as possible

INFORMATION SOURCE:

Cynthia Rincon

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FORT WORTH
INDEPENDENT SCHOOL DISTRICT REGARDING DELEGATION OF AUTHORITY
FOR NON-EDUCATOR PERFORMANCE APPRAISALS**

WHEREAS, on March 31, 2020, the Board delegated authority to the Superintendent regarding emergency operations, requesting Texas Education Association (TEA) waivers for educational requirements governing students and educators; and

WHEREAS, the delegation of authorization included the establishment of compensation for employees during the COVID-19 pandemic; and

WHEREAS, on April 17, 2020, the Governor of the State of Texas declared that school campuses would remained closed for the duration of the 2019-2020 school year; and

WHEREAS, the continued closure of school campuses and administrative offices have resulted in the inability of non-educator staff to fully accomplish performance expectations established for the 2019-2020 school year; and

WHEREAS, employees have continued to work in a limited telework environment to ensure the continuation of essential functions within the district to the best of their ability; and

WHEREAS, the Superintendent and his leadership are solely responsible and accountable for the administration of staff to accomplish the goals and priorities of the district.

IT IS THEREFORE RESOLVED THAT the Board finds a substantial public purpose exists in granting authorization to the Superintendent of the Fort Worth Independent School District to amend or waive, in whole or in part, Board Policy DN (Local) and DNB (Local) governing the performance appraisals for non-educator staff for the 2019-2020 school year.

RESOLVED THIS THE 12th day of May, 2020.

By:

Mr. Jacinto Ramos President, Board of
Trustees Fort Worth Independent School
District

ATTEST:

Mr. Quinton Phillips Secretary, Board of
Trustees Fort Worth Independent School
District

**CONSENT AGENDA ITEM
BOARD MEETING
May 12, 2020**

TOPIC: APPROVE RATIFICATION FOR THE PURCHASE OF FURNITURE, FIXTURES AND EQUIPMENT FOR PHASE I REFRESH OF THE TEACHING AND LEARNING CENTER

BACKGROUND:

On February 25, 2020, the Board of Education (BOE) approved the budget for furniture, fixtures and equipment (FF&E) for Phase I refresh of the Teaching and Learning Center (TLC). Flexible furniture provides teachers with the ability to set up multiple scenarios in their classrooms that support the concept of collaboration between the student and the teacher, and the students themselves.

On April 21, 2020 the CIP staff received a quote from Business Interiors in the amount of \$388,268.73 for the purchase of the TLC furniture, fixtures and equipment for Phase I. The FF&E will be received on *date* for the TLC Phase I. Therefore, this agenda item is to ratify the approval of the aforementioned FF&E purchase for Phase I.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification for the Purchase of Furniture, Fixtures and Equipment for Phase I Refresh of the Teaching and Learning Center
2. Decline to Approve Ratification for the Purchase of Furniture, Fixtures and Equipment for Phase I Refresh of the Teaching and Learning Center
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification for the Purchase of Furniture, Fixtures and Equipment for Phase I Refresh of the Teaching and Learning Center

FUNDING SOURCE

Additional Details

TRE

198-81-6398-728-999-99-002-000000

COST:

Not to exceed \$388,268.73

VENDOR:

Business Interiors

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Teaching and Learning Center

RATIONALE:

Approval of this request will allow the Capital Improvement Program staff to purchase the FF&E to support the new Teaching and Learning Center.

INFORMATION SOURCE:

Vicki Burris

**ACTION AGENDA ITEM
BOARD MEETING
MAY 12, 2020**

TOPIC: APPROVE RESOLUTION DECLARING CERTAIN REAL ESTATE HOLDINGS OF FORT WORTH INDEPENDENT SCHOOL DISTRICT AS SURPLUS AND NO LONGER NECESSARY FOR THE OPERATION OF THE SCHOOL DISTRICT, EXCLUDING MINERAL INTERESTS

BACKGROUND:

In conjunction with the engagement of a real estate brokerage firm and after careful analysis of future District needs by District Administration, the Fort Worth Independent School District has identified the below enumerated properties as underused, underutilized and/or vacant school-owned properties that should be declared as surplus and no longer necessary for the operation of the school district. The properties are either not currently in use or will be replaced with more appropriate structures that are better suited for educational purposes. Section 11.151(c) of the Texas Education Code specifically provides that a school district's Board of Trustees has the authority to dispose of school district real property that is no longer necessary for the operation of the school district. As a result, Administration is seeking the Board of Education (BOE) to approve the attached Resolution finding that certain properties are surplus and no longer necessary for the operation of Fort Worth Independent School District. The approval of such a Resolution is required pursuant to Section 11.154 of the Texas Education Code. The properties to be included in said Resolution are as follows:

3000 Shotts Street, Fort Worth, TX – Security Building

Legal Description: Baileys Industrial Addition Block B Lot 1D 1D- E1/2 1E BLK B of the City of Fort Worth, Tarrant County, Texas.

3008 Shotts Street, Fort Worth, TX – Security Parking Lot

Legal Description: Baileys Industrial Addition Block B Lot 1FR E50' X 125' 1FR BLK B of the City of Fort Worth, Tarrant County, Texas.

100 N University Drive, Fort Worth, TX – Central Administration Building

Legal Description: Baileys Industrial Addition Block 1R Lot 6 & PT Closed Street of the City of Fort Worth, Tarrant County, Texas.

2901 Shotts Street, Fort Worth, TX – Admin BoE Warehouse

Legal Description: Baileys Industrial Addition Block 1R Lot 7 & PT Closed Street on So of the City of Fort Worth, Tarrant County, Texas.

2808 Tillar Street, Fort Worth, TX – Service Center 1 Maintenance

Legal Description: Baileys Industrial Addition Block 7 Lot 1, 2B, 7 Thru 9 & 10A of the City of Fort Worth, Tarrant County, Texas.

2808 Tillar Street, Fort Worth, TX – Lot

Legal Description: Baileys Industrial Addition Block 4 Lot 2 of the City of Fort Worth, Tarrant County, Texas.

2821 Cullen Street, Fort Worth, TX – CIP & Tech Building

Legal Description: Baileys Industrial Addition Block 7 Lot 3B, 4 & 10B of the City of Fort Worth, Tarrant County, Texas.

2809 Cullen Street, Fort Worth, TX – Maintenance Office and Lot

Legal Description: Baileys Industrial Addition Block 7 Lot 5 of the City of Fort Worth, Tarrant County, Texas.

2801 Cullen Street, Fort Worth, TX – Maintenance Office and Lot

Legal Description: Baileys Industrial Addition Block 7 Lot 6 of the City of Fort Worth, Tarrant County, Texas.

2720 Cullen Street, Fort Worth, TX – Metro Building

Legal Description: Baileys Industrial Addition Block 11 Lot 1R BLK 11 LTS 1R 2R 3R 8R 9R & 10 of the City of Fort Worth, Tarrant County, Texas.

1066 W. Magnolia, Fort Worth, TX – Magnolia Building and Parking Lot

Legal Description: Three lots known as Lots 1ARI, Block 1 of the Trinity Oaks Hospital; McClellan's Sub Block 14 FD WELC Block 4 Lot 6 6- N1/2 7 Block 4, and Lot 5 Block 4 McClellan's Subdivision Block 14 FD WELC of the City of Fort Worth, Tarrant County, Texas.

840 Cooks Lane, Fort Worth, TX – South of Lowery Road (land)

Legal Description: Lot 2 of the Lowery Road School Site Subdivision of the City of Fort Worth, Tarrant County, Texas.

3150 McCart Avenue, Fort Worth, TX – Professional Development Center

Legal Description: Lot 1R3, Block 8 of the Byers and McCart Addition of the City of Fort Worth, Tarrant County, Texas.

Up to 5 Acres of land at the NW Corner of Wichita Street and I- 20, Fort Worth, TX

Legal Description: Up to 5 acres of land at the Northwest Corner of Wichita Street and I- 20 out of a larger 107.695 acre track in the Junior College Addition Lot B of the City of Fort Worth, Tarrant County, Texas.

The above properties, when sold, would exclude the conveyance of any mineral interests owned by the District. If the BOE approves the Resolution on the above properties, any final contracts on the sale of these properties will be brought to the BOE for consideration and approval. The sales would, at a minimum, be at the current appraised value of each property. Sale of the above properties will also be in compliance with Chapter 272 of the Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution Declaring Certain Real Estate Holdings of Fort Worth Independent School District as Surplus and No Longer Necessary for the Operation of the School District, Excluding Mineral Interests
2. Decline to Approve Resolution Declaring Certain Real Estate Holdings of Fort Worth Independent School District as Surplus and No Longer Necessary for the Operation of the School District, Excluding Mineral Interests
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution Declaring Certain Real Estate Holdings of Fort Worth Independent School District as Surplus and No Longer Necessary for the Operation of the School District, Excluding Mineral Interests

FUNDING SOURCE

Additional Details

Not Applicable

COST:

All costs associated with the sale of properties owned by Fort Worth Independent School District will be paid out of the closing of said properties

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Kent P. Scriber, Ph.D.
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The properties are either not currently in use or will be replaced with more appropriate structures that are better suited for educational purposes. As a result, Administration is seeking the BOE, by Resolution, to find that the properties listed in this agenda item are surplus and no longer necessary for the operation of Fort Worth Independent School District in accordance with Sections 11.151(c) and 11.154 of the Texas Education Code

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

RESOLUTION TO DECLARE DISTRICT-OWNED PROPERTY AS SURPLUS

**BOARD OF EDUCATION
BOARD MEETING: MAY 12, 2020
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this the 12th day of May, 2020, the Board of Education for the Fort Worth Independent School District (District) convened in regular session with a quorum of its members present, and;

WHEREAS, Fort Worth Independent School District (“FWISD” or “the District”), in conjunction with the engagement of a real estate brokerage firm and the District Administration, performed a careful analysis of the District’s future real property needs, and;

WHEREAS, the District has identified the below enumerated properties as underused, underutilized and/or vacant school-owned properties no longer necessary for the operation of the school district, and;

WHEREAS, the District has determined these properties are either not currently in use, or will be replaced with more appropriate structures that are better suited for educational purposes, and;

WHEREAS, Section 11.151(c), Texas Education Code, provides that a school district’s Board of Trustees can dispose of school district real property that is no longer necessary for the operation of the district, by Resolution, as required by Section 11.154 of the Texas Education Code.

NOW, THEREFORE, BE IT, RESOLVED, that the Board of Education of the Fort Worth Independent School District, in accordance with all applicable state and federal laws and Board Policy, does hereby, declare the following District-owned properties as surplus and no longer necessary for the operation of the school district:

3000 Shotts Street, Fort Worth, TX – Security Building

Legal Description: Baileys Industrial Addition Block B Lot 1D 1D- E1/2 1E BLK B of the City of Fort Worth, Tarrant County, Texas.

3008 Shotts Street, Fort Worth, TX – Security Parking Lot

Legal Description: Baileys Industrial Addition Block B Lot 1FR E50’ X 125’ 1FR BLK B of the City of Fort Worth, Tarrant County, Texas.

100 N. University Drive, Fort Worth, TX – Central Administration Building

Legal Description: Baileys Industrial Addition Block 1R Lot 6 & PT Closed Street of the City of Fort Worth, Tarrant County, Texas.

2901 Shotts Street, Fort Worth, TX – Admin BoE Warehouse

Legal Description: Baileys Industrial Addition Block 1R Lot 7 & PT Closed Street on So of the City of Fort Worth, Tarrant County, Texas.

2808 Tillar Street, Fort Worth, TX – Service Center 1 Maintenance

Legal Description: Baileys Industrial Addition Block 7 Lot 1, 2B, 7 Thru 9 & 10A of the City of Fort Worth, Tarrant County, Texas.

2808 Tillar Street, Fort Worth, TX – Lot

Legal Description: Baileys Industrial Addition Block 4 Lot 2 of the City of Fort Worth, Tarrant County, Texas.

2821 Cullen Street, Fort Worth, TX – CIP & Tech Building

Legal Description: Baileys Industrial Addition Block 7 Lot 3B, 4 & 10B of the City of Fort Worth, Tarrant County, Texas.

2809 Cullen Street, Fort Worth, TX – Maintenance Office and Lot

Legal Description: Baileys Industrial Addition Block 7 Lot 5 of the City of Fort Worth, Tarrant County, Texas.

2801 Cullen Street, Fort Worth, TX – Maintenance Office and Lot

Legal Description: Baileys Industrial Addition Block 7 Lot 6 of the City of Fort Worth, Tarrant County, Texas.

2720 Cullen Street, Fort Worth, TX – Metro Building

Legal Description: Baileys Industrial Addition Block 11 Lot 1R BLK 11 LTS 1R 2R 3R 8R 9R & 10 of the City of Fort Worth, Tarrant County, Texas.

1066 W. Magnolia, Fort Worth, TX – Magnolia Building and Parking Lot

Legal Description: Three lots known as Lots 1AR1, Block 1 of the Trinity Oaks Hospital; McClellan's Sub Block 14 FD WELC Block 4 Lot 6 6- N1/2 7 Block 4, and Lot 5 Block 4 McClellan's Subdivision Block 14 FD WELC of the City of Fort Worth, Tarrant County, Texas.

840 Cooks Lane, Fort Worth, TX – South of Lowery Road (land)

Legal Description: Lot 2 of the Lowery Road School Site Subdivision of the City of Fort Worth, Tarrant County, Texas.

3150 McCart Avenue, Fort Worth, TX – Professional Development Center

Legal Description: Byers and McCart Addition, Block 8, Lot 1R3, of the City of Fort Worth, Tarrant County, Texas.

Up to 5 Acres of land at the NW Corner of Wichita Street and I- 20, Fort Worth, TX

Legal Description: Up to 5 acres of land at the Northwest Corner of Wichita Street and I- 20 out of a larger 107.695 acre track in the Junior College Addition Lot B of the City of Fort Worth, Tarrant County, Texas.

BE IT FURTHER RESOLVED:

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

FOR: _____ **AGAINST:** _____

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on the 12th day of May, 2020.

Jacinto Ramos, Jr., President
Board of Education
Fort Worth Independent School District

ATTEST:

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

**ACTION AGENDA ITEM
BOARD MEETING
MAY 12, 2020**

**TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF
840 COOKS LANE, FORT WORTH, TEXAS 76120, EXCLUDING
MINERAL INTERESTS**

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

840 Cooks Lane, Fort Worth, TX – South of Lowery Road

Legal Description: Lot 2 of the Lowery Road School Site Subdivision of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 840 Cooks Lane, Fort Worth, Texas 76120, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 840 Cooks Lane, Fort Worth, Texas 76120, Excluding Mineral Interests
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 840 Cooks Lane, Fort Worth, Texas 76120, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of 840 Cooks Lane, Fort Worth, Texas 76120 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Kent P. Scribner, Ph.D.
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The property located at 840 Cooks Lane, Fort Worth, Texas 76120 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the property at 840 Cooks Lane, Fort Worth, Texas 76120. The sale of this property will be in compliance with Chapter 272 of the Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

BREWER & HALE, LLC

AS PURCHASER

covering and describing

840 Cooks Lane, Fort Worth, TX 76120

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made to be effective as of the date described in Section 10.28 hereof (the "Effective Date"), by and between Fort Worth Independent School District, a political subdivision of the State of Texas ("Seller"), and Brewer & Hale, LLC ("Purchaser").

W I T N E S S E T H :

**ARTICLE I.
PURCHASE AND SALE**

1.1 Agreement of Purchase and Sale.

Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto (the "Property"). The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the "Permitted Exceptions"):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any governmental, municipal or other public authority relating to or encumbering the Property; and
- (c) real property taxes for the year of Closing and subsequent years, which taxes shall be assumed by Purchaser and shall not be prorated at Closing, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.



1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$750,000 (the "Purchase Price").

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Simultaneously with the execution of this Agreement, Purchaser shall deposit with Rattikin Title Company (the "Title Company"), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$50,000.00 in cash (the "Earnest Money") to be held by the Title Company as earnest money in accordance with the terms of this Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II. TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 10 days after the Effective Date, a Commitment for Title Insurance (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance (the "Owner's Policy"), the Owner's Policy to be issued by an underwriter reasonably acceptable to Seller and Purchaser, on the standard form of

policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price. Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser shall, within 20 days after the Effective Date and at Purchaser's expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey (the "Survey"), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the "Surveyor"). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller's approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 days (the "Title Review Period") after the receipt of the Title Commitment and the Survey to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser with written notice (the "Title Response Letter") setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser's failure to send written notice of the election available to it pursuant to the preceding sentence within 5 days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner's Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller's expense except as set forth below, the Owner's Policy. The Owner's Policy may contain as exceptions the standard printed exceptions and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements, modifications or additional title insurance coverage, including, without limitation, that the "survey exception" in the Owner's Policy be modified to read "shortages in area" (collectively, the "Additional Coverage"), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III. INSPECTION PERIOD

3.1 Delivery of Materials.

Within 10 days after the Effective Date, Seller shall, at Seller's election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the "Due Diligence Materials"):

- (a) copies of any as-built plans and specifications for the Property, if in Seller's possession and readily available to Seller;
- (b) copies of any inspection reports relating to the Property in Seller's possession and readily available to Seller, including, without limitation, any environmental inspection reports;
- (c) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all governmental, municipal and other public authorities having jurisdiction, if in Seller's possession and readily available to Seller; and
- (d) copies of all licenses and permits relating to the Property, if in Seller's possession and readily available to Seller.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.



3.2 Right of Inspection.

Purchaser shall have the right, for a period of 180 days after the Effective Date (the “Inspection Period”), to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 2 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller’s prior written consent as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys’ fees, accountants’ fees, consultants’ fees, court costs and interest) resulting from such inspection and assessment (collectively “Purchaser’s Repair and Indemnification Obligations”). All inspections and assessments shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser may extend the Inspection Period for one additional 60-day period by (a) providing written notice to Seller during the initial Inspection Period that Purchaser has irrevocably and unconditionally approved the then current draft of the Title Commitment, the then current draft of the Survey, and the physical condition of the Property, and irrevocably and unconditionally waives any further right to object to any of the same, (b) providing written notice to Seller prior to the expiration of the initial Inspection Period of such extension, and (c) simultaneously with such notice depositing with the Title Company the sum of \$10,000.00 in additional Earnest Money (the “Additional Earnest Money”). Half of the Additional Earnest Money shall be non-refundable for any reason other than Seller’s default, but, upon Closing, all of the Additional Earnest Money shall be applied to the Purchase Price. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the Property.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a “Notice of Termination”) to Seller prior to the expiration of the Inspection Period. Upon delivery by Purchaser to Seller of a Notice of Termination prior to the expiration of the Inspection Period, this Agreement shall terminate (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement and Purchaser’s obligation to deliver the Due Diligence Materials and other reports to Seller as set forth below) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser. Upon such termination, Purchaser shall deliver to Seller the originals and all copies of all Due Diligence Materials and additional inspection reports in Purchaser’s possession or control (including all environmental reports, surveys, asbestos reports, plans, zoning documents, etc. received or obtained by Purchaser). If Purchaser fails to send Seller a Notice of Termination prior to the



expiration of the Inspection Period, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void.

3.4 Zoning Change.

During the Inspection Period, Purchaser shall, at Purchaser's expense, seek such changes in the existing zoning designation applicable to the Property as are necessary to allow use of the Property for "A-5" one-family detached dwellings (min. lot size 5,000 sq. ft.), churches, schools, parks, etc, as provided by the municipal code of the City of Fort Worth, Texas (the "Zoning Change"). Seller shall reasonably cooperate with Purchaser, at no expense or liability to Seller, in connection with the Zoning Change. The Zoning Change shall not be effective prior to Closing, without Seller's prior, written consent. If the Zoning Change is not or cannot be obtained, Purchaser's sole and exclusive remedy shall be to terminate this Agreement prior to the expiration of the Inspection Period in accordance with Section 3.3 hereof.

ARTICLE IV. CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

- (a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects; and
- (b) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

**ARTICLE V.
CLOSING**

5.1 Time and Place.

The closing of the transaction contemplated hereby ("Closing") shall take place by escrow of documents and funds with the Title Company at 10:00 a.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller's Obligations at Closing.

At Closing, Seller shall:

(a) deliver to Purchaser a Special Warranty Deed (the "Deed") in the form of Exhibit B attached hereto and made a part hereof for all purposes, executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;

(b) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;

(c) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the "FIRPTA Affidavit") in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act; and

(d) deliver to Purchaser such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) pay to Seller the Purchase Price in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in execution of the instruments described in Section 5.2(c) hereof;

(c) file or cause to be filed, in a timely manner, all reports or returns required by Section 6045(e) of the Internal Revenue Code of 1986, as amended (the "Code"); and

(d) deliver to Seller such evidence as Seller and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Real property taxes and assessments for the year of Closing and subsequent years shall be assumed by Purchaser, and shall not be prorated. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. Purchaser shall pay any taxes and assessments assessed against the Property by any taxing authority for the year of Closing or prior years based on change in use or ownership. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 30 days after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) 1/2 of the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), and (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey (d) 1/2 of the fees for recording the Deed, (e) the cost of the Zoning Change, and (f) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby.



All other costs and expenses incurred in connection with the transaction contemplated hereby shall be paid by the party incurring the same.

**ARTICLE VI.
REPRESENTATIONS, WARRANTIES AND COVENANTS**

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller; and

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Texas. Purchaser is in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be,



prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms;

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.



6.3 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to

time (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS;

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII. DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement. Seller and Purchaser stipulate and agree that (a) the damages to Seller if Purchaser defaults under this Agreement are difficult or impossible to accurately estimate and (b) the amount of the Earnest Money is a reasonable forecast of just compensation for the harm that would be caused to Seller upon Purchaser's default.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this

Agreement, Purchaser shall be entitled, as its sole and exclusive remedy, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive a refund of the Earnest Money (less the Independent Contract Consideration). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 60 days after the date on which Closing was to have occurred.

ARTICLE VIII. CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 25% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the date Purchaser receives notice of the damage or destruction, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 25% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction.



8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX. COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation ("Seller's Broker") a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller's Broker. Purchaser agrees that if any claim be made for brokerage commissions or finder's fees by any broker, finder or agent (other than Seller's Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X. MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE

PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED, OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Discharge of Obligations.

The acceptance of the Deed by Purchaser at Closing shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this



Agreement survive Closing. The acceptance of the Purchase Price by Seller at Closing shall be deemed to be full performance and discharge of every agreement and obligation on the part of Purchaser to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing.

10.3 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion; provided, however that Purchaser may assign this Agreement, without Seller's consent, to an affiliate defined as: (a) an entity in which Purchaser is an owner, partner or corporate officer; or (b) an entity which is owned or controlled by the same person or persons that own or control Purchaser. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. If Seller gives its prior written consent to the assignment of Purchaser's rights and obligations under this Agreement to a proposed assignee, any and all sums paid by such assignee to Purchaser in connection with such assignment, other than any sums that are paid to Purchaser as reimbursement of out of pocket expenses actually incurred by Purchaser in connection herewith, shall be the property of and delivered by Purchaser to Seller. Any such sums so delivered to Seller shall be deemed consideration for Seller's consent to the proposed assignment. No assignment shall release the initial Purchaser hereunder from any of its obligations under this Agreement.

10.4 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.5 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.6 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:



(i) If to Seller:

Fort Worth Independent School District
100 North University Drive, Suite SW207
Fort Worth, TX 76107
Attn. CFO
Email: Michael.ball@fwisd.org,
Kent.scribner@fwisd.org

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1800
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

Brewer & Hale, LLC
101 W. Glade Rd., 109
Eules, Texas 76039
Attention: W. Bailey Brewer
Email: bailey@ahcmanagement.com,
k.taylorhale@yahoo.com

with a copy thereof to:

Jennifer L. Nachtigal
J.P. Barth Law Firm PLLC
4001 Gateway Dr., Ste 200
Colleyville, Texas 76034
Email: jnachtigal@jpbarthlaw.com

10.7 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.8 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in



except to agents, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or actual investors, potential and actual lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the “TPIA”). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General’s Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.8 shall survive Closing.

10.9 Reporting Requirements.

The Title Company hereby agrees to serve as the “real estate reporting person” as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.10 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all notices which, in the opinion of counsel for Seller, are required by law to be given to Purchaser with respect to the Property.

10.11 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.12 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.13 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the “Exhibits”) and shall be deemed to be an integral part hereof:



- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed; and
- (c) Exhibit C-form of FIRPTA Affidavit.

10.14 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.15 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.16 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.17 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.18 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.19 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.20 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.



10.21 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.22 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.23 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.24 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.25 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.26 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.27 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever

reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.28 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 30th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company's receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
__ day of _____, 2020.

Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
6th day of May, 2020.

Brewer & Hale, LLC.,
a Texas limited liability company

By W. Bailey Brewer
Name: Bailey Brewer
Title: Manager

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

LOWERY ROAD SCHOOL SITE SUB Lot 2 of the city of fort worth, tarrant county, tx

A handwritten signature in blue ink, appearing to be 'M. L.', located in the bottom right corner of the page.

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

THAT _____, a _____ (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a _____ (“Grantee”), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract or parcel of real property situated in _____ County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the “Property”).

This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the “Permitted Exceptions”) set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS “DEED”), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE



PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

By acceptance of this Deed, Grantee assumes payment of all property taxes on the Property for the year 20__ and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 20__,
by _____, of _____, a _____, on behalf of
said _____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____ ;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ___, 20__.

a _____

By _____
Name: _____
Title: _____



SWORN TO AND SUBSCRIBED BEFORE ME this ___ day of _____,
20__.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

**ACTION AGENDA ITEM
BOARD MEETING
MAY 12, 2020**

**TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF
3150 McCART AVENUE, FORT WORTH, TEXAS 76109, EXCLUDING
MINERAL INTERESTS**

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

3150 McCart Avenue, Fort Worth, TX – Professional Development Center

Legal Description: Lot 1R3, Block 8 of the Byers and McCart Addition of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 3150 McCart Avenue, Fort Worth, Texas 76109, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 3150 McCart Avenue, Fort Worth, Texas 76109, Excluding Mineral Interests
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 3150 McCart Avenue, Fort Worth, Texas 76109, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of 3150 McCart Avenue, Fort Worth, Texas 76109 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Superintendent of Schools
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The property located at 3150 McCart Avenue, Fort Worth, Texas 76109 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the property at 3150 McCart Avenue, Fort Worth, Texas 76109. The sale of this property will be in compliance with Chapter 272 of the Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

STRONGSIDE FINANCIAL MANAGEMENT, LLC, a Texas limited liability company,

AS PURCHASER

covering and describing

3150 McCart Avenue, Fort Worth, TX 76109

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “Agreement”) is made to be effective as of the date described in Section 10.28 hereof (the “Effective Date”), by and between Fort Worth Independent School District, a political subdivision of the State of Texas (“Seller”), and Strongside Financial Management, LLC, a Texas limited liability company (“Purchaser”). The obligations of the entities comprising Purchaser shall be joint and several, with each entity being fully liable for all of the obligations of Purchaser under this Agreement.

W I T N E S S E T H :

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale.

Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto (the “Property”). The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller, provided that Seller shall waive all of Seller’s rights to enter upon the surface of the Property in connection with the development or production of such reserved minerals.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the “Permitted Exceptions”):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any governmental, municipal or other public authority relating to or encumbering the Property;
- (c) real property taxes for the year of Closing and subsequent years, which taxes shall be assumed by Purchaser and shall not be prorated at Closing, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; and;
- (d) the Ground Lease (as defined below).

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$9,000,000 (the "Purchase Price").

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Simultaneously with the execution of this Agreement, Purchaser shall deposit with Rattikin Title Company (the "Title Company"), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$200,000 in cash (the "Earnest Money") to be held by the Title Company as earnest money in accordance with the terms of this Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

After 45 Days from the Effective Date, \$50,000.00 of the Earnest Money will become non-refundable (except in the event of Seller default and Purchaser's termination of this Agreement under Section 7.2 hereof as a remedy therefor) and immediately released to Seller. After 70 days from the Effective Date, an additional \$50,000.00 of the Earnest Money will become non-refundable (except in the event of Seller default and Purchaser's termination of this Agreement under Section 7.2 hereof as a remedy therefor) and immediately released to Seller. The portions of the Earnest Money described in this paragraph are hereinafter referred to as the "Non-Refundable Earnest Money").

1.6 Ground Lease.

At Closing, Purchaser shall lease the Property back to Seller for a term commencing of the date of Closing and ending on June 10th, 2021, at a rental rate of \$1.00 per year (the "Ground Lease"). The Ground Lease shall permit Seller to use the Property for any lawful purpose, and shall be a "triple net" lease, with Seller responsible for all **operating** and capital expenses, taxes, insurance (in such amounts as Seller may elect to carry, consistent with Seller's insurance program for Seller's owned properties, as the same may exist from time to time) and other costs associated with the operation and ownership of the Property. Notwithstanding anything in this Agreement to the contrary, the "triple net" aspect of the Ground Lease shall include Seller's payment of ad valorem taxes proratable over the term of the Ground Lease, in the event that the Property is no longer tax-exempt following Closing. The Ground Lease is a material portion of the consideration to Seller for the sale of the Property, and the form of Ground Lease shall be reasonably acceptable to Seller. A proposed form of the Ground Lease shall be delivered by Purchaser to Seller within 10 days after the Effective Date, and the parties shall use

commercially reasonable efforts to agree on the form of the Ground Lease prior to the expiration of the Inspection Period.

1.7 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the “Independent Contract Consideration”), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller’s execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II
TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective Date, a Commitment for Title Insurance (the “Title Commitment”) covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance (the “Owner’s Policy”), the Owner’s Policy to be issued by an underwriter reasonably acceptable to Seller and Purchaser, on the standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price. Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser shall, within 20 days after the Effective Date and at Purchaser’s expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey (the “Survey”), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the “Surveyor”). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller’s approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 days (the "Title Review Period") after the receipt of the Title Commitment and the Survey to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser with written notice (the "Title Response Letter") setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 business days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less any Non-Refundable Earnest Money and the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser's failure to send written notice of the election available to it pursuant to the preceding sentence within 5 business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner's Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller's expense except as set forth below, the Owner's Policy. The Owner's Policy may contain as exceptions the standard printed exceptions and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements, modifications or additional title insurance coverage, including, without limitation, that the "survey exception" in the Owner's Policy be modified to read "shortages in area" (collectively, the "Additional Coverage"), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III
INSPECTION PERIOD

3.1 Delivery of Materials.

Within 5 days after the Effective Date, Seller shall, at Seller's election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the "Due Diligence Materials"):

- (a) copies of any as-built plans and specifications for the Property, if in Seller's possession and readily available to Seller;
- (b) copies of any inspection reports relating to the Property in Seller's possession and readily available to Seller, including, without limitation, any environmental inspection reports;
- (c) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all governmental, municipal and other public authorities having jurisdiction, if in Seller's possession and readily available to Seller; and
- (d) copies of all licenses and permits relating to the Property, if in Seller's possession and readily available to Seller.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 Right of Inspection.

Purchaser shall have the right, for a period of 90 days after the Effective Date (the "Inspection Period"), to enter the Property to make a physical inspection and assessment of the Property (which inspection may include, without limitation, soil borings, environmental and radon testing so long as the scope of the same and the contractor performing the same are reasonably acceptable to Seller); provided, however, that (a) Purchaser shall give Seller at least 2 business days' prior notice before entering into the Property (which may be given via email), (b) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative, provided such accommodation does not delay Purchasers' inspections.

Purchaser agrees to (i) promptly repair any damage done to the Property in connection with inspection and assessment, and (ii) indemnify, defend and hold Seller harmless from and

against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from such inspection and assessment (collectively "Purchaser's Indemnification Obligations"). All inspections and assessments shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the Property.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to the expiration of the Inspection Period. Upon delivery by Purchaser to Seller of a Notice of Termination and the originals and all copies of all Due Diligence Materials in Purchaser's possession or control (including all environmental reports, surveys, asbestos reports, plans, zoning documents, etc. received or obtained by the Purchaser) prior to the expiration of the Inspection Period, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money (less any Non-Refundable Earnest Money and the Independent Contract Consideration) shall be returned to Purchaser. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

- (a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects;
- (b) Seller and Purchaser have entered into the Ground Lease; and
- (c) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations

which shall survive the termination of this Agreement) and the Earnest Money (less any Non-Refundable Earnest Money and the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

4.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waiving a particular condition and expressly referring to this Section 4.2:

- (a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects;
- (b) All covenants and other obligations of Seller set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above-described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties, or obligations hereunder and the Earnest Money (less any Non-Refundable Earnest Money and the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.2 is intended to be or shall be construed as limitation of any remedies available to Purchaser pursuant to Section 7.2 hereof if Seller defaults under this Agreement.

ARTICLE V
CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby ("Closing") shall take place by escrow of documents and funds with the Title Company at 10:00 a.m., Fort Worth, Texas time, on the 15th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller's Obligations at Closing.

At Closing, Seller shall:

- (a) deliver to Purchaser a Special Warranty Deed (the "Deed") in the form of Exhibit B attached hereto and made a part hereof for all purposes, executed and

acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;

(b) join with Purchaser in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;

(d) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the "FIRPTA Affidavit") in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act; and

(e) deliver to Purchaser such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) pay to Seller the Purchase Price in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Seller in execution of the instruments described in Section 5.2(c) hereof;

(d) file or cause to be filed, in a timely manner, all reports or returns required by Section 6045(e) of the Internal Revenue Code of 1986, as amended (the "Code"); and

(e) deliver to Seller such evidence as Seller and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Real property taxes and assessments for the year of Closing and subsequent years shall be assumed by Purchaser, and shall not be prorated. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. The foregoing shall not affect Seller's obligations under the Ground Lease. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall

receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. Purchaser shall pay any taxes and assessments assessed against the Property by any taxing authority for the year of Closing without prejudice to Purchaser's rights to pass-through tax expenses as provided in the Ground Lease. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 30 days after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) 1/2 of the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), and (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey (d) 1/2 of the fees for recording the Deed, and (e) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby.

All other costs and expenses incurred in connection with the transaction contemplated hereby shall be paid by the party incurring the same.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller; and

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a Texas limited liability company, duly organized and in good standing under the laws of the State of Texas. Purchaser is in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms;

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”);

(f) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the “Executive Order”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the “OFAC”) and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the “Executive Orders”). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the “Lists”), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term “Hazardous Substances” means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “solid waste,” “pollutant” “contaminant” or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act of

1986 (“SARA”), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) (“EPCRA”), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) (“RCRA”), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “pollutant,” “contaminant,” “hazardous waste,” “industrial solid waste,” “solid waste,” “radioactive waste” or “special waste from health care facility” in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of “hazardous substances,” “regulated substances” or “petroleum products” in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively “Environmental Laws”). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER’S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER’S AGENTS, EMPLOYEES AND CONTRACTORS;

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty

or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement. Seller and Purchaser stipulate and agree that (a) the damages to Seller if Purchaser defaults under this Agreement are difficult or impossible to accurately estimate and (b) the amount of the Earnest Money is a reasonable forecast of just compensation for the harm that would be caused to Seller upon Purchaser's default.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, as its sole and exclusive remedy, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive a refund of the Earnest Money (less the Independent Contract Consideration). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 30 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 25% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which

shall survive the termination of this Agreement) upon written notice to Seller (the “Casualty Termination Notice”) within 15 days after the date Purchaser receives notice of the damage or destruction, in which event the Earnest Money (less any Non-Refundable Earnest Money and the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller’s right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser’s right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller’s right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 25% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, Seller’s right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the “Condemnation Termination Notice”) within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less any Non-Refundable Earnest Money and the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller’s right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser’s right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller’s right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX
COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation (“Seller’s Broker”) a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller’s Broker. Purchaser agrees that if any claim be made for brokerage commissions or finder’s fees by any broker, finder or agent (other than Seller’s Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY “AS IS” AND “WHERE IS,” AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY

OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED, OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Discharge of Obligations.

The acceptance of the Deed by Purchaser at Closing shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing. The acceptance of the Purchase Price by Seller at Closing shall be deemed to be full performance and discharge of every agreement and obligation on the part of Purchaser to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing.

10.3 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion or, upon written notice to Seller, to a Permitted Assignee (as defined below). Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. If Seller gives its prior written consent to the assignment of Purchaser's rights and obligations under this Agreement to a proposed assignee, other than a Permitted Assignee, any and all sums paid by such assignee to Purchaser in connection with such assignment, other than any sums that are paid to Purchaser as reimbursement of out-of-pocket expenses actually incurred by Purchaser in connection therewith, shall be the property of and delivered by Purchaser to Seller. Any such sums so delivered to Seller shall be deemed consideration for Seller's consent to the proposed assignment. For purposes hereof, a "Permitted Assignee" shall mean an entity in which

Purchaser and Pinnacle Development Group and/or the principals of such entities, own equity interests. No assignment shall relieve the initial Purchaser hereunder from any of its obligations under this Agreement.

10.4 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.5 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.6 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 North University Drive, Suite SW207
Fort Worth, TX 76107
Attn. CFO
Email: _____

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1800
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

Strongside Financial Group
3131 Turtle Creek Blvd., Suite 1220
Dallas, Texas 75219
Attention: Tom Donovan
Email: tdonovan9@gmail.com

with a copy thereof to:

Carrington Coleman
901 Main Street, Suite 5500
Dallas, Texas 75202
Attention: David G. Drumm
Email: ddrumm@ccsb.com

10.7 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.8 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or actual investors, potential and actual lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the “TPIA”). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General’s Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.8 shall survive Closing.

10.9 Reporting Requirements.

The Title Company hereby agrees to serve as the “real estate reporting person” as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.10 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all notices which, in the opinion of counsel for Seller, are required by law to be given to Purchaser with respect to the Property.

10.11 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.12 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.13 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the “Exhibits”) and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed; and
- (c) Exhibit C-form of FIRPTA Affidavit.

10.14 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.15 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.16 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement **will not be resolved** by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.17 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.18 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.19 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.20 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.21 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.22 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.23 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this

Agreement prior to Board approval, as set forth in Section 10.27 hereof, and therefore the execution of this Agreement by Seller may be deemed a satisfaction of such condition.

10.24 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.25 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.26 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.27 Approval by Seller.

Purchaser recognizes, understands and agrees that the offer extended by Purchaser's execution of this Agreement shall not be accepted by or binding on Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.28 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 30th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company's receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
___ day of _____, 2020.

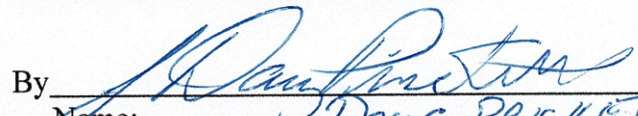
Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
5 day of May, 2020.

Strongside Financial Management, LLC,
a Texas limited liability company

By 
Name: DOUG PRICKETT
Title: Manager

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

**BYERS & MCCART ADDITION BLOCK 8 LOT 1R3 OF THE CITY OF FORT
WORTH, TARRANT COUNTY, TX**

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

 THAT _____, a _____ (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a _____ (“Grantee”), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract or parcel of real property situated in _____ County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the “Property”).

 This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the “Permitted Exceptions”) set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

 TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

 Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns, but such reservation excludes the right to enter onto the surface of the Property or to penetrate the subsurface of the Property at a depth of 500 feet or less subsurface to develop or produce such reserved minerals.

The reservation does include the right to produce the reserved minerals by drilling from a surface location not within the Property and penetrating the subsurface of the Property at a depth of 500 feet or more or unitizing the reserved minerals with minerals not under the Property.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS “DEED”), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY “AS IS” AND “WHERE IS” AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

By acceptance of this Deed, Grantee assumes payment of all property taxes on the Property for the year 20__ and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

THE STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___,
 by _____, of _____, a _____, on behalf of
 said _____.

 Notary Public in and for the
 State of _____

 Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ____, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ___ day of _____,
20___.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

**ACTION AGENDA ITEM
BOARD MEETING
MAY 12, 2020**

TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF THREE (3) ACRES OF LAND AT THE NORTHWEST CORNER OF WICHITA STREET AND I-20, FORT WORTH, TEXAS 76119, EXCLUDING MINERAL INTERESTS

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

Three (3) Acres of land at the NW Corner of Wichita Street and I- 20, Fort Worth,

TX

Legal Description: Three (3) acres of land at the Northwest Corner of Wichita Street and I- 20 out of a larger 107.695 acre track in the Junior College Addition Lot B of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of three (3) acres of land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Kent P. Scribner, Ph.D.
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The three (3) acres of land located at the Northwest corner of Wichita Street and I-20, Fort Worth, Texas 76119 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell three (3) acres of land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119. The sale of this property will be in compliance with Chapter 272 of the Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

BLUEWATER R&D LLC,
a Texas limited liability company

AS PURCHASER

covering and describing

3 AC at the NW corner of I-20 and Wichita Street

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “Agreement”) is made to be effective as of the date described in Section 10.28 hereof (the “Effective Date”), by and between Fort Worth Independent School District, a political subdivision of the State of Texas (“Seller”), and BLUEWATER R&D LLC, a Texas limited liability company (“Purchaser”).

W I T N E S S E T H:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale.

Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) the land situated in Tarrant County, Texas, more particularly described on Exhibit A and approximately depicted on Exhibit A-1 attached hereto and made a part hereof for all purposes, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto (the “Property”). The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller. Seller waives and releases, on behalf of Seller and Seller’s successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Seller as of the Effective Date, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the “Permitted Exceptions”):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any governmental, municipal or other public authority relating to or encumbering the Property; and
- (c) real property taxes for the year of Closing and subsequent years, which taxes shall be assumed by Purchaser and shall not be prorated at Closing, and subsequent taxes

and assessments by any taxing authority for prior years due to change in land usage or ownership.

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$1,764,180.00 (the "Purchase Price").

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Within two (2) business days of the Effective Date, Purchaser shall deposit with Rattikin Title Company (the "Title Company"), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$25,000.00 in cash (the "Earnest Money") to be held by the Title Company as earnest money in accordance with the terms of this Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective

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Date, a Commitment for Title Insurance (the “Title Commitment”) covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance (the “Owner’s Policy”), the Owner’s Policy to be issued by an underwriter reasonably acceptable to Seller and Purchaser, on the standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price. Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser shall, within 30 days after the Effective Date and at Purchaser’s expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey (the “Survey”), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the “Surveyor”). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller’s approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 days (the “Title Review Period”) after the receipt of the Title Commitment and the Survey to provide Seller with written notice (the “Title Objection Letter”) of Purchaser’s objections to anything contained in the Title Commitment or the Survey (collectively “Title Objections”); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a “Permitted Exception”. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the “Cure Period”), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser with written notice (the “Title Response Letter”) setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser’s failure to send written

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notice of the election available to it pursuant to the preceding sentence within 5 days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner's Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller's expense except as set forth below, the Owner's Policy. The Owner's Policy may contain as exceptions the standard printed exceptions and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements, modifications or additional title insurance coverage, including, without limitation, that the "survey exception" in the Owner's Policy be modified to read "shortages in area" (collectively, the "Additional Coverage"), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III INSPECTION PERIOD

3.1 Delivery of Materials.

Within 10 days after the Effective Date, Seller shall, at Seller's election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the "Due Diligence Materials"):

- (a) copies of any as-built plans and specifications for the Property, if in Seller's possession and readily available to Seller;
- (b) copies of any inspection reports relating to the Property in Seller's possession and readily available to Seller, including, without limitation, any environmental inspection reports;
- (c) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all governmental, municipal and other public authorities having jurisdiction, if in Seller's possession and readily available to Seller; and
- (d) copies of all licenses and permits relating to the Property, if in Seller's possession and readily available to Seller.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION

ACTIVE 49887707v6

CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 Right of Inspection.

Purchaser shall have the right, for a period of 150 days after the Effective Date (the “Inspection Period”), to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 2 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller’s prior written consent, which shall not be unreasonably withheld as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys’ fees, accountants’ fees, consultants’ fees, court costs and interest) resulting from such inspection and assessment, provided Purchaser shall not be responsible for any pre-existing conditions at the Property not caused or exacerbated by Purchaser (collectively “Purchaser’s Repair and Indemnification Obligations”). All inspections and assessments shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the Property.

3.3 Extensions.

If Purchaser is unable to complete its evaluation of the Property during the initial Inspection Period, Purchaser may extend the Inspection Period for up to three (3) additional 30-day periods by (a) providing written notice to Seller during the initial Inspection Period that Purchaser has irrevocably and unconditionally approved the then current draft of the Title Commitment, the then current draft of the Survey, and the physical condition of the Property other than environmental conditions, and irrevocably and unconditionally waives any further right to object to any of the same, (b) providing written notice to Seller prior to the expiration of the initial Inspection Period, the first extension thereof or the second extension thereof, as applicable, of such extension, and (c) paying to Seller simultaneously with such notice the sum of \$5,000.00 in additional Earnest Money (the “Additional Earnest Money”). Any Additional Earnest Money shall be non-refundable for any reason other than Seller’s default, but, upon Closing, shall be applied to the Purchase Price.

3.4 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a “Notice of

Termination”) to Seller prior to the expiration of the Inspection Period. Upon delivery by Purchaser to Seller of a Notice of Termination and the originals and all copies of all Due Diligence Materials in Purchaser’s possession or control (including all environmental reports, surveys, asbestos reports, plans, zoning documents, etc. received or obtained by the Purchaser) prior to the expiration of the Inspection Period, this Agreement shall terminate (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money (less any Additional Earnest Money and the Independent Contract Consideration) shall be returned to Purchaser. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, Purchaser’s right to terminate this Agreement pursuant to this Section 3.4 shall automatically expire and be rendered null and void.

ARTICLE IV EASEMENT

4.1 Easement.

At Closing, Seller shall grant to Purchaser a non-exclusive easement (the “Access Easement”) over and across that portion of Seller’s adjacent property depicted on Exhibit B attached hereto and made a part hereof for all purposes (the “Easement Area”). The Access Easement shall permit Purchaser to use the Easement Area, on a non-exclusive basis, solely for vehicular and pedestrian access to and from the Property and Wichita Street. The Access Easement shall require Purchaser to construct and maintain, at Purchaser’s expense, a two-way shared access drive on the Easement Area, constructed and maintained pursuant to plans and a maintenance standard reasonably acceptable to Seller. Purchaser shall provide Seller with an initial draft of the Access Easement within 60 days after the Effective Date for review and comment. Seller and Purchaser shall endeavor to agree on the form and content of the Access Easement during the Inspection Period (as such term is defined in Section 3.2 hereof). The Access Easement shall not permit Purchaser to park vehicles or store any other property on the Easement Area or to access any portion of Seller’s adjacent property other than the Easement Area. If the form and content of the Access Easement is not agreed upon by Purchaser and Seller during the Inspection Period, Purchaser may, as its sole and exclusive remedy, elect to terminate this Agreement prior to the expiration of the Inspection Period, in accordance with Section 3.4 hereof.

ARTICLE V CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby (“Closing”) shall take place by escrow of documents and funds with the Title Company at 10:00 a.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

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5.2 Seller's Obligations at Closing.

At Closing, Seller shall:

(a) deliver to Purchaser a Special Warranty Deed (the "Deed") in the form of Exhibit C attached hereto and made a part hereof for all purposes, executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;

(b) if the form and content of the Access Easement is agreed upon by Seller and Purchaser during the Inspection Period, join with Purchaser in the execution of the Access Easement;

(c) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;

(d) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the "FIRPTA Affidavit") in the form of Exhibit D attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act; and

(e) deliver to Purchaser such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) pay to Seller the Purchase Price in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in execution of the documents described in Section 5.2(b) and 5.2(c) hereof;

(c) file or cause to be filed, in a timely manner, all reports or returns required by Section 6045(e) of the Internal Revenue Code of 1986, as amended (the "Code"); and

(d) deliver to Seller such evidence as Seller and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Real property taxes and assessments for the year of Closing and subsequent years shall be assumed by Purchaser and shall not be prorated. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. Purchaser shall pay any taxes and assessments assessed against the Property by any taxing authority for the year of Closing or prior years based on change in use or ownership. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 30 days after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) 1/2 of the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), and (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey (d) 1/2 of the fees for recording the Deed, and (e) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby.

All other costs and expenses incurred in connection with the transaction contemplated hereby shall be paid by the party incurring the same.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller; and

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Texas. Purchaser is in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute

legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms;

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION,

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ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS;

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money (including any Additional Earnest Money), as liquidated damages for the breach of this Agreement. Seller and Purchaser stipulate and agree that (a) the damages to Seller if Purchaser defaults under this Agreement are difficult or impossible to accurately estimate and (b) the amount of the Earnest Money is a reasonable forecast of just compensation for the harm that would be caused to Seller upon Purchaser's default.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in

this Agreement, Purchaser shall be entitled, as its sole and exclusive remedy, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive a refund of the Earnest Money (including any Additional Earnest Money, but less the Independent Contract Consideration). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 30 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 25% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the date Purchaser receives notice of the damage or destruction, in which event the Earnest Money (less any Additional Earnest Money and the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 25% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction.

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8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less any Additional Earnest Money and the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation ("Seller's Broker") and Purchaser agrees to pay to Jim Leatherwood of Silver Oak Commercial Realty, LLC a Texas limited liability company ("Purchasers Broker") a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller's Broker and Purchaser and Purchaser's Broker. Seller and Purchaser agree that if any claim be made for brokerage commissions or finder's fees by any broker, finder or agent (other than Seller's Broker or Purchaser's Broker) by, through or on account of any acts of Seller or Purchaser or its agents, employees or representatives, Purchaser will hold Seller and Seller will hold Purchaser free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED, OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS

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AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Discharge of Obligations.

The acceptance of the Deed by Purchaser at Closing shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing. The acceptance of the Purchase Price by Seller at Closing shall be deemed to be full performance and discharge of every agreement and obligation on the part of Purchaser to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing.

10.3 Assignment.

Except as set forth below, Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion. Purchaser may assign its rights under this Agreement at Closing to Wave Wash XIII, L.P., so long as Wave Wash XIII L.P. is an affiliated entity of Bluewater R&D, LLC. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. If Seller gives its prior written consent to the assignment of Purchaser's rights and obligations under this Agreement to a proposed assignee, any and all sums paid by such assignee to Purchaser in connection with such assignment, other than any sums that are paid to Purchaser as reimbursement of out of pocket expenses actually incurred by Purchaser in connection herewith, shall be the property of and delivered by Purchaser to Seller. Any such sums so delivered to Seller shall be deemed consideration for Seller's consent to the proposed assignment. No assignment shall relieve the original Purchaser from any of its obligations under this Agreement.

10.4 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.5 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.6 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 North University Drive, Suite SW207
Fort Worth, TX 76107
Attn. CFO
Email: _____

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1700
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

Bluewater R&D, LLC
2115 Falling Water Ct.
Cumming, GA 30041
Attn: Mike Carey
Fax: 678-550-9138
Email: mc@bluewaterrd.com

10.7 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.8 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or actual investors, potential and actual lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the “TPIA”). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General’s Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.8 shall survive Closing.

10.9 Reporting Requirements.

The Title Company hereby agrees to serve as the “real estate reporting person” as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.10 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all notices which, in the opinion of counsel for Seller, are required by law to be given to Purchaser with respect to the Property.

10.11 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.12 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.13 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the “Exhibits”) and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit A-1-depiction of the Property;
- (c) Exhibit B-Easement Area;
- (d) Exhibit C-form of Deed; and
- (e) Exhibit D-form of FIRPTA Affidavit.

10.14 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.15 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.16 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.17 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.18 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.19 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.20 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.21 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.22 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.23 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.24 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.25 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.26 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.27 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.28 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 30th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company's receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
___ day of _____, 2020.

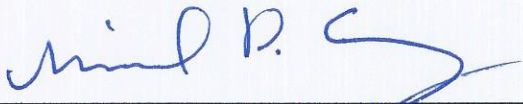
Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
6th day of May, 2020.

Bluewater R&D LLC,
a Texas limited liability company

By 
Name: Michael P. Carey
Title: managing member

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the “Effective Date” of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

TBD

EXHIBIT A-1

PROPERTY DEPICTION

*Approximate property dimensions.



ACTIVE 49887707v6

EXHIBIT B
EASEMENT AREA



ACTIVE 49887707v6

EXHIBIT C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

THAT _____, a _____ (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a _____ (“Grantee”), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract or parcel of real property situated in _____ County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the “Property”).

Grantor excepts herefrom and reserves unto itself, its successors, and assigns all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property. Grantor waives and releases, on behalf of Grantor and Grantor’s successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Grantor as of _____, 2020, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the “Permitted Exceptions”) set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS “DEED”), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY “AS IS” AND “WHERE IS” AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

By acceptance of this Deed, Grantee assumes payment of all property taxes on the Property for the year 20__ and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 20__.

a _____

By _____
Name: _____
Title: _____

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, of _____, a _____, on behalf of
said _____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT D

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ____, 20__.

a _____

By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ___ day of _____,
20__.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

**ACTION AGENDA ITEM
BOARD MEETING
May 12, 2020**

TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF APPROXIMATELY 2.032 ACRES OF LAND, MORE OR LESS AND IMPROVEMENTS (COMMONLY KNOWN AS THE THOMAS PLACE COMMUNITY CENTER), EXCLUDING MINERAL INTERESTS

BACKGROUND:

The FWISD has determined that the “Thomas Place Community Center” property, which has been operated as a community center by the City of Fort Worth for a number of years, constitutes surplus property of the District and is unnecessary for its educational and related purposes. However, the City of Fort Worth intends to continue to operate the Community Center which will benefit both the City and the families within the FWISD with recreational, educational, and community-based programs and uses. Because the property is being sold interlocally, it may be sold for less than fair market value, which was determined by appraisal to be \$1,530,000.00. The proposed sales price to the City of Fort Worth will be \$1,480,000.00 and will preserve the community center use. An interlocal sale may be made for less than fair market value.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Do not authorize the sale of the Thomas Place Community Center to the City of Fort Worth

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of Approximately 2.032 of Land, More or Less and Improvements (Commonly Known as the Thomas Place Community Center), Excluding Mineral Interests

FUNDING SOURCE

Not Applicable

COST:

No cost.
(District will receive \$1,480,000.00).

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

Purchasing Support Documents Needed: Not Applicable.

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations

RATIONALE:

The sale of this surplus property will provide needed funding for other District projects or programs; however, selling it to the City of Fort Worth for slightly less than fair market value will continue the community use and benefit of the property.

INFORMATION SOURCE:

Art Cavazos

**BOARD RESOLUTION TO AUTHORIZE
CONTRACT OF SALE AND PURCHASE TO SELL
THE THOMAS PLACE COMMUNITY CENTER PROPERTY**

BE IT RESOLVED, by the Board of Education of the Fort Worth Independent School District (the “**FWISD**”):

Section 1: THAT, the FWISD hereby finds the following described real property, together with improvements (the “Property”), and commonly known as Thomas Place Community Center, constitutes surplus property of the FWISD unnecessary for its educational and related purposes and that it is in the best interest of the community generally, and families within the FWISD, for the City of Fort Worth to continue to operate the Property as a community center:

Approximately 2.032 acres of land, more or less, being part of Block 20 and 24 of Hill Crest Addition to the City of Fort Worth, Texas being all of Lots 1 to 6 inclusive, in said Block 20, and Lots 19 to 24 inclusive, in said Block 24, and the property lying between said Lots 1 to 6 and 19 and 24, the Hill Crest property hereby conveyed being the same conveyed to Fred M. Hammond to Arlington Heights Independent School District by deed dated September 28, 1921 and recorded in Volume 721, Page 28 of the Tarrant County Deed Records

Section 2: THAT, the FWISD hereby accepts the offer from the City of Fort Worth to purchase the fee simple title of the Property for the price of One Million Four Hundred Eighty Thousand Dollars (\$1,480,000.00).

Section 3: THAT, Dr. Kent P. Scribner, in his capacity as Superintendent of the Fort Worth Independent School District, is authorized, empowered, and directed to take such actions and sign and deliver such agreements and other documents as become necessary or advisable to sell and transfer the title to the Property.

DULY RESOLVED by the Board of Education of the Fort Worth Independent School District on this _____ day of _____ 2020.

APPROVED:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

ATTEST:

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

CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE ("**Contract**") is made and entered into by and between the CITY OF FORT WORTH, TEXAS, a home rule Municipal Corporation of the State of Texas, acting by and through its duly authorized City Manager or Assistant City Manager ("**Purchaser**") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, acting by and through its Board of Trustees ("**Seller**"), as of the date on which this Contract is executed by the last to sign of Seller and Purchaser ("**Effective Date**").

AGREEMENT

In consideration of the mutual covenants in this Contract, Seller and Purchaser agree as follows:

Section 1. Sale and Purchase.

(a) Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase and accept from Seller, on and subject to the terms and conditions set forth in this Contract approximately 2.032 acres of land, more or less, being part of Block 20 and 24 of Hill Crest Addition to the City of Fort Worth, Texas being all of Lots 1 to 6 inclusive, in said Block 20, and Lots 19 to 24 inclusive, in said Block 24, and the property lying between said Lots 1 to 6 and 19 and 24, the Hill Crest property hereby conveyed being the same conveyed to Fred M. Hammond to Arlington Heights Independent School District by deed dated September 28, 1921 and recorded in Volume 721, Page 28 of the Tarrant County Deed Records (the "**Land**"), together with: (i) all buildings, fixtures, structures and improvements thereon; (ii) any strips or gores between the Land and all abutting properties; (iii) all roads, alleys, rights-of-way, easements, streets and ways adjacent to or serving the Land and rights of ingress and egress thereto, whether surface, subsurface or otherwise; (iv) any land lying in the bed of any street, road or access way, opened or proposed, in front of, at a side of or adjoining the Land, to the centerline of such street, road or access way; (v) all of Seller's rights, titles and interest, if any, in and to all water rights or any kind or character pertaining to the Land; and (vi) all licenses, interests, and rights appurtenant to the Land. The Land and Items (i)-(vi) are collectively referred to as the "**Property**".

(b) Seller shall convey the Property to Purchaser free and clear of all liens, claims, easements, rights-of-way, reservations, restrictions, encroachments, tenancies, and any other encumbrances (collectively, the "**Encumbrances**") except the Encumbrances appearing in the Title Commitment and the Survey (hereinafter defined) that are not cured and that are subsequently waived pursuant to Section 3 ("**Permitted Encumbrances**").

(c) Notwithstanding anything to the contrary, Seller hereby retains and reserves from this conveyance (and the Property does not include) for itself, and its successors and assigns, any and all interest in any and all oil, gas and other minerals in, on, or under the Land; provided, however, Seller hereby waives and relinquishes access to any use of the surface of the Property.

Section 2. Independent Contract Consideration and Purchase Price.

(a) Contemporaneously with the execution of this Contract, Purchaser delivers to Seller a check in the amount of \$50.00 ("**Independent Contract Consideration**") as independent consideration for Seller's execution, delivery and performance of this Contract. This Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Contract, is non-refundable, and shall be retained by Seller notwithstanding any other provision of this Contract; however, upon Closing (as hereinafter defined), the Independent Contract Consideration shall be applied as a credit toward the Purchase Price (as hereinafter defined).

(b) The purchase price ("**Purchase Price**") for the Property, payable by Purchaser to Seller at Closing (as hereinafter defined), is One Million Four Hundred Eighty Thousand Dollars and 00/100 DOLLARS (\$1,480,000.00).

Section 3. Title Commitment and Survey.

(a) Within fifteen (15) business days after the Effective Date, Purchaser shall obtain at Purchaser's sole cost and expense, a Commitment for Title Insurance ("**Title Commitment**") from Alamo Title Company, 2900 S. Hulen Street, Suite 30, Fort Worth, Texas 76109, Telephone: 817-921-1215, Attention: Lavonne S. Keith, Escrow Officer (the "**Title Company**"). The Title Commitment shall be effective as of a date which is on or after the Effective Date, showing Seller as the record title owner of the Land, and shall show all Encumbrances and other matters, if any, relating to the Property. The Title Company shall also deliver contemporaneously with the Title Commitment legible copies of all documents referred to in the Title Commitment, including but not limited to, plats, reservations, restrictions, and easements.

(b) Purchaser may obtain a survey of the Property ("**Survey**") at Purchaser's sole cost and expense. The Survey shall consist of a plat and field notes describing the Property, prepared pursuant to a current on-the-ground staked survey performed by a registered public surveyor or engineer satisfactory to Purchaser and Title Company. The Survey shall: (i) be certified to Purchaser, its successors and assigns, and Title Company; (ii) reflect the actual dimensions of and the total number of square feet within the Property net of any portion thereof lying within a publicly dedicated roadway or a utility easement; (iii) identify any rights-of-way, easements, or other Encumbrances by reference to applicable recording data; and (iv) include the Surveyor's registered number and seal and the date of the Survey. The description of the Property prepared as a part of the Survey will be used in all of the documents set forth in this Contract that require a legal description of the Property.

(c) Purchaser shall have a period of time ("**Title Review Period**") commencing on the Effective Date and ending fifteen (15) business days after the Effective Date in which to notify Seller in writing of any objections ("**Objections**") Purchaser has to any matters shown on the Title Commitment or the Survey.

(d) Seller shall have the option, but not the obligation, to remedy or remove all Objections (or agree irrevocably in writing to remedy or remove all such Objections at or prior to Closing) during the period of time (the "**Cure Period**") ending on the tenth business day after Seller's receipt of Purchaser's notice of such Objections. Except to the extent that Seller cures, or agrees in writing to cure, such Objections during the Cure Period, Seller shall be deemed to have elected not to cure such matters. If Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of any Objections (or agree irrevocably to do so at or prior to Closing) within the Cure Period, then either: (i) this Agreement may be terminated in its entirety by Purchaser by giving Seller written notice to such effect during the period of time (the "**Termination Period**") ending on the fifth (5th) business day following the end of the Cure Period, and the parties shall be released of further obligations under this Agreement; or (ii) any such Objections may be waived by or on behalf of Purchaser, with Purchaser to be deemed to have waived such Objections if notice of termination is not given within the Termination Period. Any title encumbrances or exceptions which are set forth in the Title Commitment or the Survey and to which Purchaser does not object within Title Review Period (or which are thereafter waived or deemed to be waived by Purchaser) shall be deemed to be permitted exceptions (the "**Permitted Exceptions**") to the status of Seller's title to the Property.

(e) Any other provision herein to the contrary notwithstanding, all Objections that Seller agrees in writing to cure at or prior to Closing (collectively, the "**Mandatory Cure Items**") shall be satisfied, cured or removed by Seller, at Seller's sole cost and expense, at or prior to Closing.

Section 4. Due Diligence Documents. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser for Purchaser's review: (i) any and all tests, studies and investigations relating to the Property, including, without limitation, any soil tests, engineering reports or studies, and any Phase I or other environmental audits, reports or studies of the Property; (ii) any and all information regarding condemnation notice(s), proceedings and awards affecting the Property; (iii) any existing survey(s) of the Property; and (iv) all proposed or existing private covenants, conditions and restrictions, of which the Property will be a part and any other private agreements affecting the use or development of the Property.

Section 5. Tests. Purchaser, at Purchaser's sole cost and risk, shall have the right to make inspections, surveys, test borings, soil analysis, and other tests, studies and surveys, including without limitation, environmental and engineering tests, borings, analysis, and studies ("**Tests**"). Any Tests shall be conducted at Purchaser's sole expense. At the conclusion of the Tests, the Property will be restored by Purchaser, at Purchaser's sole expense, to at least a similar condition as before the Tests were conducted. In the event this transaction does not close for any reason whatsoever, the Purchaser shall release to Seller any and all independent studies or results of Tests obtained during the Option Period (as defined below).

Section 6. Option Period.

(a) Notwithstanding anything to the contrary contained in this Contract, until sixty (60) days after the Effective Date ("**Option Period**"), the following is a condition precedent to Purchaser's obligations under this Contract:

Purchaser being satisfied in Purchaser's sole and absolute discretion that the Property is suitable for Purchaser's intended uses, including, without limitation, Purchaser being satisfied with the results of the Tests (defined in Section 5 above).

(b) If Purchaser is not satisfied in Purchaser's sole and absolute discretion as to the condition precedent described in Section 6(a) above, Purchaser may give written notice thereof to Seller on or before the end of the Option Period, whereupon this Contract shall terminate. Upon such termination, the Contract will terminate, and neither party shall have any further rights or obligations under this Contract.

(c) The provisions of this Section 6 control all other provisions of this Contract.

(d) The parties agree that the Option Period will not be extended upon expiration without a written amendment signed by both parties.

Section 7. Closing Deadline. The closing ("**Closing**") of the sale of the Property by Seller to Purchaser shall occur through the office of the Title Company on or before thirty (30) days after the expiration of the Option Period.

Section 8. Closing.

(a) At the Closing, all of the following shall occur, all of which are deemed concurrent conditions:

(1) Seller shall deliver or cause to be delivered to Purchaser the following:

(i) A Special Warranty Deed ("**Deed**"), fully executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title to the Property subject only to the Permitted Encumbrances, but containing a reservation of the mineral rights to the Seller, and including a use restriction subject to a right of reverter on behalf of Seller that the Property, for thirty (30) years from the date of conveyance by Seller to

Purchaser, shall be occupied and used solely for: the purpose of operating a city park, operating recreational facilities or authorizing non-profit entities to do so, operating adult education or training facilities or authorizing non-profits to do so, operating art, music, or performing arts facilities, or authorizing non-profit entities to do so, operating a voting location for local, state, or federal elections, or for operating or authorizing a non-profit to operate for any other purpose that benefits the public or public interests of persons and families living within the Fort Worth Independent School District as well as the citizens of the city of Fort Worth;

- (ii) A Non-Foreign Person Affidavit, in form and substance reasonably satisfactory to Purchaser, fully executed and acknowledged by Seller, confirming that Seller is not a foreign person or entity within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;
- (iii) Evidence of authority to consummate the sale of the Property as is contemplated in this Agreement or as Purchaser may reasonably request; and
- (iv) Any other instrument or document reasonably necessary for Title Company to issue the Owner Policy in accordance with Section 8(a)(3) below.

(2) Purchaser, at Purchaser's sole cost and expense, shall deliver or cause to be delivered to Seller through the Title Company federally wired funds or a certified or cashier's check or such other means of funding acceptable to Seller, in an amount equal to the Purchase Price, adjusted for closing costs and prorations.

(3) Title Company shall issue to Purchaser, at Purchaser's sole cost and expense, an Owner Policy of Title Insurance ("**Owner Policy**") issued by Title Company in the amount of the Purchase Price insuring that, after the completion of the Closing, Purchaser is the owner of indefeasible fee simple title to the Property, subject only to the Permitted Encumbrances, and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance; provided, however, the printed form survey exception shall be limited to "shortages in area," the printed form exception for restrictive covenants shall be deleted except for those restrictive covenants that are Permitted Encumbrances, there shall be no exception for rights of parties in possession, and the standard exception for taxes shall read: "Standby Fees and Taxes for the year of Closing and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership";

(4) Seller and Purchaser shall each pay their respective attorneys' fees.

(5) Purchaser shall pay all recording fees and any other closing costs as set forth by the Title Company.

(b) Purchaser will qualify for exemption from ad valorem taxation for the Property, and no ad valorem taxation shall accrue after the date of Closing. Seller, likewise, qualifies for exemption from ad valorem taxation for the Property and there should be no ad valorem taxes assessed on the period of time prior to Closing unless due to Purchaser's occupation, possession, and use of the Property prior to Closing.

(c) Upon completion of the Closing, Seller shall deliver possession of the Property to Purchaser, free and clear of all tenancies of every kind except those disclosed in the Permitted Encumbrances.

Section 9. Seller's Representations. Seller hereby represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, except as otherwise disclosed in written notice from Seller to Purchaser at or prior to Closing, that:

- (a) **Seller's Authority.** This Contract has been duly authorized by requisite action and is enforceable against Seller in accordance with its terms; neither the execution and delivery of this Agreement nor the consummation of the sale provided for herein will constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or two which Seller may be subject although not a party, or will result in or constitute a violation or breach of any judgment, order, writ, junction or decree issued against or binding upon Seller or the Property;
- (b) **No Pending Proceedings.** To the best of Seller's knowledge, there is no action, suit, proceeding or claim affecting the Property or any portion thereof, or affecting Seller and relating to the ownership, operation, use or occupancy of the Property, pending or being prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau o agency or other governmental entity and no such action, suit, proceeding or claim is threatened or asserted;
- (c) **Seller is Not a Foreign Person.** Seller is not a foreign person or entity as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and Purchaser is not obligated to withhold any portion of the Sales Price for the benefit of the Internal Revenue Service;
- (d) **No Insolvency Proceedings.** No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws is contemplated or has been filed by or against Seller or the Property, nor is any such action pending by or against Seller or the Property;
- (e) **Contract Obligations.** Except as otherwise disclosed in the Title Commitment, no lease, contract or agreement exists relating to the Property or any portion thereof, with the exception of a lease agreement dated July 18, 2000 between City of Fort Worth and Fort Worth Independent School District, which is not terminable at will or upon not more than thirty (30) days' prior notice except tenant leases;
- (f) **No Competing Rights. Except for other condemning authorities,** no person, firm or entity, other than Purchaser, has any right to purchase, lease or otherwise acquire or possess the Property or any part thereof; however, Seller is not aware of any competing rights at this time;
- (g) **No Regulatory Violations.** To the best of Seller's knowledge, the Property is not in breach of any law, ordinance or regulation, or any order of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherever located, including, without limitation, those relating to environmental matters and hazardous waste, and no claim, action, suit or proceeding is pending or, to the best o Seller's knowledge and belief and after due inquiry, threatened against or affecting Seller or affecting the Property, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or entity wherever located, with respect to the Property or the Seller's present use and operation of the Property; and
- (h) **No Hazardous Materials.** To the best of Seller's knowledge: (i) there are no required federal, state, or local permits concerning or related to environmental protection and regulation for the Property; (ii) there is no pending action against Seller under any environmental law, regulation or ordinance and Seller has not received written notice of any such action or possible action; (iii) there is not now, nor has there been in the past, any release of hazardous substances on, over, at, from, into or onto any facility at the Property, as such terms are understood under the Comprehensive Environmental Response, Compensation and Liability Act; and (iv) Seller does not have actual

knowledge of any environmental condition, situation or incident on, at or concerning the Property that could reasonably be expected to give rise to an action or to liability under any law, rule, ordinance or common law theory governing environmental protection.

Seller acknowledges that Purchaser has relied and will rely on the representations and warranties of Seller in executing this Agreement and in closing the purchase and sale of the Property pursuant to this Agreement, and Seller, during the term of this Agreement, agrees to notify Purchaser promptly in the event that Seller obtains knowledge of any change affecting any of such representations and warranties, in which event Purchaser shall be entitled to exercise the remedies set forth in Section 14 hereof. Until and unless Seller's warranties and representations shall have been qualified and modified as appropriate by any such additional information provided by Seller to Purchaser, Purchaser shall continue to be entitled to rely on Seller's representations and warranties set forth in this Agreement, notwithstanding any contrary information resulting from any inspection or investigation made by or on behalf of Purchaser. All of Seller's representations and warranties, as so qualified and modified, shall survive Closing.

Section 10. Seller's Covenants.

- (a) **Updating of Information.** Seller acknowledges that Purchaser will rely upon the Title Commitment, Survey, Due Diligence documents and other materials delivered by Seller to Purchaser hereunder to satisfy itself with respect to the condition and operation of the Property, and Seller agrees that, if Seller discovers that the information contained in any of the materials delivered to Purchaser hereunder is inaccurate or misleading in any respect, then Seller shall promptly notify Purchaser of such changes and supplement such materials.
- (b) **Prohibited Activities.** During the term of this Agreement, Seller shall not, without the prior written consent of Purchaser, which consent Purchaser shall have no obligation to grant and which consent, if granted, may be conditioned in such manner as Purchaser shall deem appropriate in the sole discretion of Purchaser: (i) grant any licenses, easements or other uses affecting any portions of the Property; (ii) permit any mechanic's or materialman's lien to attach to any portion of the Property; (iii) place or permit to be placed on, or remove or permit to be removed from, the Property any trees, buildings, structures or other improvements of any kind; or (iv) excavate or permit the excavation of the Property or any portion thereof.
- (c) **Cooperation in Permitting Activities.** During the term of this Agreement, Seller will cooperate with Purchaser in such manner and at such times as Purchaser may request in obtaining subdivision, zoning or rezoning, site plan development, building permit and other approvals required for Purchaser's proposed use, including without limitation, signing such applications for such approvals and other instruments as may be required or authorizing Purchaser to sign such applications or instruments as Seller's agent or both. Purchaser shall bear the costs and expenses of obtaining all such approvals except for attorneys' fees that Seller may consider necessary in connection with reviewing such applications and instruments, which shall be borne solely by Seller.

Section 11. Agents. Seller and Purchaser each represent and warrant to the other that it has not engaged the services of any agent, broker, or other similar party in connection with this transaction.

Section 12. Closing Documents. No later than three (3) business days prior to the Closing, Seller shall deliver to Purchaser copies of the closing documents (including but not limited to the Deed) for Purchaser's reasonable right of approval.

Section 13. Notices.

- (a) Any notice under this Contract shall be in writing and shall be deemed to have been served if: (i) delivered in person to the address set forth below for the party to whom the notice is given, (ii) delivered in person at the Closing (if that party is present at the Closing), (iii) placed in the United States

mail, return receipt requested, addressed to such party at the address specified below, or (iv) deposited into the custody of Federal Express Corporation to be sent by FedEx Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to the party at the address specified below.

(b) The address of Buyer under this Contract is:

City of Fort Worth
Property Management Department
200 Texas Street
Fort Worth, Texas 76102
Attn: Roger Venables
Telephone: 817-392-6334

With a copy to:
Leann D. Guzman
City Attorney's Office
200 Texas Street
Fort Worth, Texas 76102
Telephone 817-392-7600

(c) The address of Seller under this Contract is:

Arturo Cavazos, Chief of District Operations
Fort Worth Independent School District
100 N. University Dr. NW
Fort Worth, Texas 76107
Telephone 817-814-2650

With a copy to:
Richard C. DeBerry
McDonald Sanders, P.C.
777 Main Street, Suite 2700
Fort Worth, Texas 76102
Telephone: 817-336-8651

(d) From time to time either party may designate another address or phone number under this Contract by giving the other party advance written notice of the change.

Section 14. Termination, Default, and Remedies.

(a) If Purchaser fails or refuses to consummate the purchase of the Property pursuant to this Contract at the Closing for any reason other than termination of this Contract by Purchaser pursuant to a right so to terminate expressly set forth in this Contract or Seller's failure to perform Seller's obligations under this Contract, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Contract by giving written notice thereof to Purchaser prior to or at the Closing, whereupon neither party hereto shall have any further rights or obligations hereunder.

(b) If: (1) Seller fails or refuses to timely consummate the sale of the Property pursuant to this Contract at Closing; (2) at the Closing any of Seller's representations, warranties, or covenants contained herein are not true or have been breached or modified; or (3) Seller fails to perform any of Seller's other obligations hereunder either prior to or at the Closing for any reason other than the termination of this Contract by Seller pursuant to a right so to terminate expressly set forth in this Contract or Purchaser's failure to perform Purchaser's obligations under this Contract, then Purchaser shall have the right to:

- (i) terminate this Contract by giving written notice thereof to Seller prior to or at the Closing and neither party hereto shall have any further rights or obligations hereunder; or
- (ii) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; or
- (iii) enforce specific performance of Seller's obligations under this Agreement.

Section 15. Survival of Obligations. To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations and rights set forth herein shall not be deemed terminated at the time of the Closing, nor shall they merge into the various documents executed

and delivered at the time of the Closing. All representations and warranties by Seller in this Agreement: (i) will expire two years after the Closing as to matters for which Purchaser has not provided written notice to Seller within such period of time; and (ii) will expire as to all matters specified in any such written notice to the extent that such matters are not resolved or made the subject of litigation instituted prior to the expiration of three years after the Closing.

Section 16. Entire Contract. This Contract (including the attached Exhibits) contains the entire contract between Seller and Purchaser, and no oral statements or prior written matter not specifically incorporated herein is of any force and effect. No modifications are binding on either party unless set forth in a document executed by that party.

Section 17. Assigns. This Contract inures to the benefit of and is binding on the parties and their respective legal representatives, successors, and assigns. Neither party may assign its interest under this Contract without the prior written consent of the other party.

Section 18. Taking Prior to Closing. If, prior to Closing, the Property or any portion thereof becomes subject to a taking by virtue of eminent domain, Purchaser may, in Purchaser's sole discretion, either (i) terminate this Contract and neither party shall have any further rights or obligations hereunder, or (ii) proceed with the Closing of the transaction with an adjustment in the Purchase Price to reflect the net square footage of the Property after the taking.

Section 19. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

Section 20. Performance of Contract. The obligations under the terms of the Contract are performable in Tarrant County, Texas, and any and all payments under the terms of the Contract are to be made in Tarrant County, Texas.

Section 21. Venue. Venue of any action brought under this Contract shall be in Tarrant County, Texas if venue is legally proper in that County.

Section 22. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 23. Business Days/Effective Date. If the Closing or the day for performance of any act required under this Contract falls on a Saturday, Sunday, or legal holiday, then the Closing or the day for such performance, as the case may be, shall be the next following regular business day. The date on which the Title Company receipts a copy of the Contract is the "Effective Date."

Section 24. Counterparts. This Contract may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

Section 25. Terminology. The captions beside the section numbers of this Contract are for reference only and do not modify or affect this Contract in any manner. Wherever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

Section 26. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party is not to be employed in the interpretation of this Contract or any amendments or exhibits to it.

Section 27. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall bear its own attorneys' fees.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

This Contract is EXECUTED as of the Effective Date.

SELLER:
The Fort Worth Independent School District

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

Date: _____

APPROVED AS TO LEGALITY AND FORM

Attorney Representing FWISD

PURCHASER:
CITY OF FORT WORTH, TEXAS

By: _____
Kevin B. Gunn, Interim Assistant City Manager

Attest:

City Secretary

M&C _____

Date: _____

APPROVED AS TO LEGALITY AND FORM

Assistant City Attorney

By its execution below, Title Company agrees to perform its other duties pursuant to the provisions of this Contract.

TITLE COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

Statutory Requirements

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

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

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

“This notice is posted and filed in compliance with the Open Meetings Law May 8, 2020 at 5:30 p.m.”



**Christian Alvarado
Coordinator
Board of Education**