



May 2, 2026

Via Electronic Mail: [eric.cederstrom@sville.us](mailto:eric.cederstrom@sville.us)

Dr. Eric Cederstrom  
Superintendent of Schools  
Texas Association of Community Schools Member District  
2655 W Overhill  
Stephenville, Texas 76401

**Re: Leon, Alcalá, Morse & Reynolds, PLLC TACS General Legal Services Agreement**

Dear Dr. Cederstrom,

You are receiving this agreement for no retainer legal services as a benefit of your Texas Association of Community Schools (“TACS”) membership. Thank you for being a TACS member and your interest in engaging Leon, Alcalá, Morse & Reynolds, PLLC (the “Firm”). We are delighted to represent you on an as-needed basis in connection with general counsel legal services without an annual retainer fee. The purpose of this letter is to set forth the agreement between the District (the “Client”) and the Firm with respect to the terms of this engagement agreement (the “Agreement”).

This Agreement relates to general legal services that the District has or may have in the future and will continue from year to year until terminated by either party.

The Client hereby retains the Firm to provide general legal counsel and representation in matters requiring legal services, as requested by the Client. *While this letter engages our Firm for general legal services only, please note that the Firm also regularly performs bond counsel services (bond elections and bond issues) and transactional work in connection with annual reports required by former Texas Tax Code Chapter 313 Agreements as well as legal services and school finance projections for JETI applications. See below for more information if you should need any of those services.*

### **NO FEE: QUESTION CALL SERVICES**

As a Client, your administration and Board will have access to the Firm’s attorneys to respond to unlimited routine Question Calls at **no fee to the Client**. “Question Calls” are calls to attorneys that are routine calls and do not require any legal research or written work product. In other words, the attorney can give you a quick answer or recommendation. Question Calls are unlimited and can also be used for a second opinion. The Firm maintains a 24-hour answering service and will respond in a timely manner to all Question Calls.

### **NO RETAINER: GENERAL LEGAL SERVICES**

General legal services provided by the Firm include, but are not limited to: employment law, student issues, civil rights issues, procurement, special education and Section 504 matters, real estate, investigations, construction contracts, elections, administrative hearings and appeals, litigation, open government, Public Information Act requests, and intellectual property.

As a Client, ***you will not be charged an annual retainer fee*** for general legal services. Rather, in the event that substantive legal work is requested, general counsel services will be provided at the hourly rates set forth further below. Firm attorneys will confirm with the Client that the Client would like the Firm to conduct more extensive representation before billing the Client.

Firm attorneys maintain daily time records in 1/10-hour increments. Monthly invoices identify the legal professional performing the work, describe the legal work performed, and record the time expended on each task. Invoices will provide separate totals for “no charge” Question Call services and billable legal services and expenses followed by a combined total of services and costs. Fees and expenses are due and payable within thirty days of the date of billing.

### **BOND COUNSEL, CHAPTER 313 AGREEMENTS, AND JETI APPLICATION SERVICES AVAILABLE UNDER SEPARATE ENGAGEMENT**

As noted above, our Firm routinely provides bond counsel services for bond elections and bond issues, handles reporting matters for Chapter 313 Agreements, and provides legal services and school finance projections required for evaluation of proposed agreements under Chapter 403 of the Texas Government Code, the Jobs, Energy, Technology and Innovation Act (the “JETI Act”).<sup>1</sup> Transactional services related to these matters are provided on a per transaction fee basis under a separate engagement agreement. Please contact the Firm if you require legal services in connection with a bond election, bond transaction, Chapter 313 Agreement or a JETI application.

We also note that we represent many bond issuers, investment banking firms, commercial banks, and other parties to bond/public finance transactions from time to time in connection with issuance of bonds or in non-bond-related matters, which may include your financial advisor and possible purchasers of your bonds and other obligations. To the extent that you engage another law firm to serve as your bond counsel in connection with your bond/public finance transactions, we may represent the underwriter(s) or other purchasers of such bonds. It is our professional judgment that such relationships with the others described in this section do not adversely affect our ability to represent the Client in this matter. Your acceptance of these terms of engagement represents your consent to our representation of those persons now and in the future on the terms outlined in this section and a waiver of any potential conflict of interest in such representation.

### **NO FEE TO TACS MEMBERS: THREE HOURS OF LEGAL TRAINING**

The Client will have access to one board or administrator legal training session—in person or virtually—at **no fee** for up to three hours each year. For school district clients that are members of TACS in good standing, there will be no fee for this training; we will only bill the incurred cost of travel. Additional training sessions will be provided per Client request at the regular hourly rate for legal services. Please see the Firm’s website at [www.leonalcala.com/training/](http://www.leonalcala.com/training/) for sample training topics and agendas. The Firm will also customize trainings to meet the Client’s specified needs upon request.

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<sup>1</sup> Chapter 403 of the Texas Government Code, the Jobs, Energy, Technology and Innovation Act, allows qualified applicants to seek a value limitation agreement for school district maintenance and operations taxes. If requested by the District, we will provide comprehensive legal services and school finance projections required for the District’s evaluation of the proposed agreement.

**SCHEDULE OF BILLABLE FEES AND EXPENSES**

For hourly work, the Firm has a sliding fee scale for attorneys based upon the experience of the attorney. The Firm reserves the right to increase its hourly rate during the term of this Agreement, particularly in the event of unanticipated increases in the costs of doing business, but only after first providing the Client with notice of the proposed change in rates and permitting the Client the opportunity to terminate the Agreement.

The Firm bills attorney and paralegal time on the following fee scale:

Partner / Senior Attorney / of Counsel	\$360.00 per hour
Senior Associate	\$335.00 per hour
Associate	\$285.00 per hour
Paralegal	\$140.00 per hour
Legal Assistant	\$100.00 per hour
Travel Time	<i>½ the Attorney's hourly rate</i>

The Firm charges only for expenses that represent direct costs of the delivery of legal services.

Expenses are to be billed as follows:

In-house photocopies:	No cost
Electronic Library Charges:	No cost
Outside photocopy services:	At cost as billed by provider
Postage:	At cost
Litigation expenses (consultants, expert witness, court reporter, graphic exhibits):	At cost
Mileage:	Current IRS rate (.725/mile)
Travel/Lodging:	At cost
Courier Services:	At cost

**TERMINATION**

This Agreement may be terminated by either party at any time. Additionally, the Firm's rules of professional conduct require us to terminate this agreement if:

- (a) Either the Client or Firm requests termination;
- (b) The Client insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good-faith argument for an extension, modification, or reversal of existing law; or
- (c) The Client insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules or disregards an agreement or obligation to the Firm as to expenses or fees for services rendered.

In the event the Client and the Firm terminate this engagement, the Firm will take reasonable steps to avoid foreseeable prejudice to the rights of the Client, including giving due notice to the Client, allowing time for employment of other counsel, delivering to the Client all papers and property to which the Client is entitled, and complying with the applicable laws and rules.

### **LEGISLATIVE CONTRACTING REQUIREMENTS**

Pursuant to Section 2271.002 of the Texas Government Code, the Firm certifies that either: (1) it meets an exemption criteria under Section 2271.002, or (2) it does not boycott Israel and will not boycott Israel during the term hereof. If circumstances relevant to this provision change during the course of this Agreement, the Firm shall promptly notify the Client.

The Firm verifies pursuant to Section 2274.002 of the Texas Government Code that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of this Agreement, the Firm shall promptly notify the Client.

The Firm verifies that: (1) it does not, and will not for the duration hereof, boycott energy companies, or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply hereto. If circumstances relevant to this provision change during the course of this Agreement, the Firm shall promptly notify the Client.

### **FIRM COMMUNICATIONS**

Our clients are protected by law and by the disciplinary rules to which attorneys are subject. No attorney is permitted to, nor can we be compelled to reveal anything a client says to the attorney, except in instances where a person's life may be endangered, or as prescribed by Section 261.101 of the Texas Family Code regarding child abuse, or where the client communication is made in the presence of others who are not represented by the attorney. The reason for this protection is that the interests of the Client are best served when the Client's attorneys are fully informed of all the facts well in advance of any possible contest.

The Firm pledges to timely keep the Client advised on how any legal matter is progressing, based on information received from the court, opposing party, and the Client. The Firm will routinely send the Client copies of all pleadings, discovery, and correspondence for the Client's information.

Day-to-day communication between the Client and the Firm is typically between the Superintendent (and appropriate administrative staff) and the Firm. However, unless a separate engagement is entered, the Firm represents your school district, acting through its duly elected officers. The Client may also identify specific staff members who are authorized to access the services of the Firm. In accordance with this written Agreement and any relevant Board operating procedures, individual Trustees shall channel legal inquiries through the Superintendent or Board designee, as appropriate, when advice or information from legal counsel is sought. A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.

The Client's records management officer is responsible for ensuring compliance with the applicable minimum retention schedules. The Firm shall return any original instruments to the Client. However, **unless notified to the contrary, in writing, the Firm reserves the right and privilege to destroy files five (5) years from the date a file matter is closed.** If the Client fails to request, in writing, the return of any items, the Client consents that said items may be destroyed after the passage of five (5) years from the date the file or matter is closed.


The Texas Supreme Court and Courts of Appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. The Creed requires Texas attorneys to advise clients of the contents of the Creed when undertaking to represent a client. A copy of the Texas Lawyer's Creed can be accessed by using the QR code that may be scanned on the following page. The Client understands that the Firm may not violate this Creed.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free call.

*If the terms of this Agreement are acceptable, please execute in the space provided below and return to the firm at [info@leoncalca.com](mailto:info@leoncalca.com).*

Sincerely

**LEON, ALCALA, MORSE & REYNOLDS, PLLC**

By:   
Michelle Alcala, Partner

**AGREED BY:**

\_\_\_\_\_  
**NAME (PRINT)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**NAME OF SCHOOL DISTRICT**

**COPY OF LAWYER'S CREED:**



**FIRM WEBSITE:**

