

LEON | ALCALA

ATTORNEYS AT LAW

April 12, 2023

Superintendent of Schools
Texas Association of Community Schools Member District

Re: General Legal Services Agreement

Dear TACS Member,

Thank you for your interest in the law firm of Leon | Alcala, PLLC. We would be 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 you, the “Client”, and the law firm with respect to the terms of the engagement.

The Client hereby retains the law firm of Leon | Alcala, PLLC (the “Firm”) to provide general legal counsel and representation in matters requiring legal services, as requested by the Client.

NO FEE: QUESTION CALL SERVICES

As a Client, your administration 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, 504 accommodation, real estate, construction, 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 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 after the date of billing.

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The firm also performs transactional work in connection with Texas Tax Code Ch. 313 Agreements and municipal bond counsel services. These transactional services are provided on a transactional fee basis and will be provided under a separate engagement agreement. Please contact the firm if you require legal services in connection with a Chapter 313 Agreement or bond transaction.

NO FEE TO TACS MEMBERS: THREE HOURS OF LEGAL TRAINING

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 the Texas Association of Community Schools (“TACS”) in good standing, there will be no fee for this training; we will bill only 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 leonalcala.com/training/ for sample training topics and agendas. The firm will also customize trainings to meet the Client’s specified needs upon request.

For non-TACS member clients, the firm will provide legal training on an as-needed basis based upon the fee schedule below. The firm only bills for half of the attorney’s hourly rate for travel time.

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 Client with notice of the proposed change in rates and permitting Client the opportunity to terminate the Agreement.

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

Partner / Senior Attorney / of Counsel	\$350.00 per hour
Senior Associate	\$325.00 per hour
Associate	\$275.00 per hour
Paralegal	\$130.00 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:	15¢ per copy
Electronic Library Charges:	\$95.00 per hour (not to exceed \$350/month)
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 (.655/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 of withdrawal from employment, the firm will take reasonable steps to avoid foreseeable prejudice to the rights of Client, including giving due notice to Client, allowing time for employment of other counsel, delivering to Client all papers and property to which Client is entitled, and complying with the applicable laws and rules.

FIRM COMMUNICATIONS

Our Clients are protected by law and by the disciplinary rules to which attorneys are subject. No attorney can be compelled to reveal anything a client says to him or her, 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 keep the Client advised on how any legal matter is progressing, based on information received from the court, opposing party, and from the Client. The firm will routinely send Client copies of all pleadings, discovery, and correspondence for Client's information. Day-to-day communication between Client and the firm is typically between the Superintendent (and appropriate administrative staff) and the firm. 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.

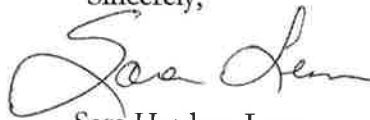
The Client's records management officer is responsible to ensure compliance with the applicable minimum retention schedules. The firm shall return any original instruments to the Client. However, **unless notified to the contrary, in writing, the Firm reserves the right and privilege to destroy files five (5) years from the date a file matter is closed.** If Client fails to request, in writing, the return of any items, 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 is attached to this Agreement for Client's review. 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 engagement agreement are acceptable, please execute in the space provided below and return to me at sleon@leonalcala.com.

Sincerely,



Sara Hardner Leon

Encl: Texas Lawyer's Creed
AGREED BY:

NAME (Print)

SIGNATURE

SCHOOL DISTRICT

