



THREE WAY INDEPENDENT SCHOOL DISTRICT

247 CR 207, Stephenville, TX 76401 | 254.965.6496

Teddy Ott,
Superintendent

AGENDA TWISD Regular School Board Meeting

February 13, 2024 HS Commons 5:00 PM

I. **Call to order**

II. **Roll Call - Verify Quorum**

Tracie Hankins, Senaida Huerta, Duanea Armes, Lloyd Lietz, Cody Howle

III. **Citizen Comments**

IV. **School Board Appreciation**

V. **Staff Reports**

1. Financial Update
2. Principal's Report(s)
3. Superintendent

VI. **Consent Agenda**

1. Consider approval or other action on minutes for January 9, 2024 Regular Meeting.
2. Consider approval or other action regarding accounts payable report for payments made for the month of January 2024.

VII. **Action Items**

1. Discussion, consideration, and possible action regarding approval of "Region 10 ESC Multi-Region Purchasing Cooperative, SY24-25".
2. Discussion, consideration, and possible action to adopt the 24/25 School Calendar.
3. Discussion, consideration, and possible action regarding passing a Resolution to approve or deny permission for a district campus to employ or accept as a volunteer a chaplain to provide support, services, and programs for students at this time.

4. Discussion, consideration, and possible action to adopt a Resolution to Approve a Contingency Fee Engagement Letter with Leon Alcala, PLLC to serve as Bond Counsel, a law firm with substantial experience advising governmental entities in matters relating to the issuance of bonds and cannot be adequately performed by attorneys and supporting personnel of the District and that entering into a contingent fee contract for legal services is in the best interest of the District because no amount will be paid unless bonds are actually issued or the transaction actually closes; and containing other related matters.
5. Discussion, consideration, and possible action to adopt an Order Calling School Building Bond Election.
6. Closed Session

In accordance with Texas Open Meetings Law, Texas Government Code Section 551, Annotated in accordance with:

Section 551.074 - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Positions and Contracts

7. Discussion, consideration, and possible action regarding school staff positions and contracts.

VIII. Topics for future discussion

IX. Adjourn

With no further business before the Board, this meeting is adjourned at _____ pm.

Closed Session Notice

Three Way Independent School District may convene into Closed Session on any matter related to any of the above agenda items for a purpose, such a closed session is allowed under Chapter 551, Texas Government Code. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meetings. Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either: (a) In the open meeting covered by the Notice upon the reconvening of the public meeting; or (b) At a subsequent public meeting of the School Board upon notice thereof; as the Board shall determine.

ADA Notice

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in the meeting should contact Stephanie Ritchie at (254)965-6496 x 200 at least 48 hours prior to the meeting to request such assistance.

Certification

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the front door of the Three Way Administration Building and the front door of the Three Way High School, a place convenient and readily accessible to the general public, as well as to school's website at www.twisd.us and said notice was posted at or before , and remained posted for at least two hours after said meeting was convened.

Dr. Teddy Ott, Superintendent

Board Report Summary

2023-2024

JANUARY

REVENUE	Est. Revenue	Rev. Realized To Date	Revenue Balance	% Realized
Taxes	741,004.00	-420,524.57	320,479.43	56.75%
Other Rev. Local	0.00	-72,699.81	-72,699.81	0.00
Total REVENUE - Local and Intermediate	741,004.00	-493,224.38	247,779.62	66.56%
Total State Program Revenues	2,189,819.11	-1,451,671.00	738,148.11	66.29%
TOTAL Revenue - LOCAL-STATE-FEDERAL	2,930,823.11	-1,620,452.64	1,310,370.47	55.29%

Fund 199

	Budget	Expenditure YTD	Balance	% Realized
Function 11 INSTRUCTION				
6100 - Payroll Costs	-1,457,935.81	635,423.55	-822,512.26	34.02%
6200 - Professional and Constructed SVS	-6,800.00	14,807.18	8,007.18	201.42%
6300 - Supplies and Materials	-20,750.00	18,129.70	-2,620.30	65.33%
6400 - Other Operating Costs	-3,000.00	6,323.72	3,323.72	200.03%
6600 - Capital Outlay Land Building & Equipment	-13,000.00	0.00	-13,000.00	0.00%
Total Function 11 INSTRUCTION	-1,501,485.81	674,684.15	-826,801.66	44.93%
Function 12 INSTRUCTIONAL RESOURCES/MEDIA				
6100 - Payroll Costs	-6,154.55	2,657.73	-3,496.82	35.15%
6200 - Professional & Contracted SVS	0.00	1,298.00	1,298.00	0.00%
6300 - Supplies and Materials	0.00	0.00	0.00	0.00%
Total Function 12 INSTRUCTIONAL RESOURCES/MEDIA	-6,154.55	3,955.73	-2,198.82	64.27%
Function 13 CURRICULUM & STAFF DEV				
6400 - Travel & Subsistence	-3,500.00	167.57	-3,332.43	4.79%
Total Function 13 CURRICULUM & STAFF DEV	-3,500.00	167.57	-3,332.43	4.79%
Function 23 SCHOOL LEADERSHIP				
6100 - Payroll Costs	-174,165.41	62,488.48	-111,676.93	35.88%
6400 - Travel & Subsistence	-1,500.00	2,810.28	1,310.28	187.35%
Total Function 23 SCHOOL LEADERSHIP	-175,665.41	65,298.76	-110,366.65	37.17%
Function 31 GUIDANCE AND COUNSELING SVS				
6100 - Payroll Costs	-121,390.85	51,018.88	-70,371.97	42.03%
6300 - Supplies and Materials	-500.00	12.77	-487.23	2.55%
6400 - Other Operating Costs	-500.00	607.97	107.97	121.59%
Total Function 31 GUIDANCE AND COUNSELING	-122,390.85	51,639.62	-70,751.23	42.19%
Function 33 HEALTH SERVICES				
6100 Health Services	-61,947.99	25,430.23	-36,517.76	41.05%
6300 - Supplies and Materials	-500.00	140.30	-359.70	28.06%
6400 - Other Operating Costs	-250.00	641.62	391.62	256.65%
Total Function 33 HEALTH SERVICES	-62,697.99	26,212.15	-36,485.84	41.81%
Function 34 STUDENT TRANSPORTATION				
6100 - Payroll Costs	-18,022.64	8,993.50	-9,029.14	49.90%
6200 - Professional & Constructed SVS	-15,000.00	1,043.36	-13,956.64	6.96%
6300 - Supplies and Materials	-18,000.00	9,516.57	-8,483.43	52.87%
6400 - Other Operating Costs	-3,500.00	5,474.00	1,974.00	156.40%
6600 - Capital Outlay Land Bldg & Equip	-50,000.00	0.00	-50,000.00	0.00%
Total Function 34 STUDENT TRANSPORTATION	-104,522.64	25,027.43	-79,495.21	23.94%

Function 36 CO-CURRICULAR ACTIVITIES

6100 - Payroll Costs	-128,891.74	56,075.88	-72,815.86	43.51%
6200 - Professional & Constructed SVS	-7,500.00	6,600.27	-899.73	88.00%
6300 - Supplies and Materials	-29,500.00	24,891.65	-4,608.35	84.38%
6400 - Other Operating Costs	-4,500.00	4,456.60	-43.40	99.04%
Total Function 36 CO-CURRICULAR ACTIVITIES	-170,391.74	92,024.40	-78,367.34	54.01%

Function 41 General Administration

6100 - Payroll Costs	-135,636.40	52,803.41	-82,832.99	38.93%
6200 - Professional & Constructed SVS	-45,350.00	38,161.66	-7,188.34	84.15%
6300 - Supplies and Materials	-2,000.00	1,073.52	-926.48	53.68%
6400 - Other Operating Costs	-12,500.00	13,176.57	676.57	105.41%
Total Function 41 GENERAL ADMINISTRATION	-195,486.40	105,215.16	-90,271.24	53.82%

Function 51 Plant Maintenance & Operations

6100 - Payroll Costs	-155,777.72	53,659.98	-102,117.74	34.45%
6200 - Professional & Constructed SVS	-179,000.00	256,656.34	77,656.34	143.38%
6300 - Supplies and Materials	-30,000.00	16,590.70	-13,409.30	55.30%
6400 - Other Operating Costs	-25,500.00	33,648.00	8,148.00	131.95%
6600 - Capital Outlay	0.00	109,298.40	109,298.40	0.00%
Total Function 51 PLANT MAINTENANCE & OPERATIONS	-390,277.72	469,853.42	79,575.70	120.39%

Function 52 Security & Monitoring

6200 - Professional & Constructed SVS	0	13083.3	13083.3	0
6300 - Supplies and Materials	0	82	82	0
Total Function 52 DATA PROCESSING	0.00	13,165.30	13,165.30	0.00%

Function 53 Data Processing

6200 - Professional & Constructed SVS	-30,250.00	16,857.15	-13,392.85	55.73%
6300 - Supplies and Materials	-5,000.00	1,676.51	-3,323.49	33.53%
Total Function 53 DATA PROCESSING	-35,250.00	18,533.66	-16,716.34	52.58%

Function 71 Debt Service

6500 - Long Term Debt/Interest	-105,000.00	55,469.65	-49,530.35	52.83%
Total Function 71 DEBT SERVICE	-105,000.00	55,469.65	-49,530.35	52.83%

Function 81 Facilities Acq & Construction

6600 - Bldg Purchase, Construction	0.00	-	0.00	0.00%
Total Function 81 FACILITIES ACQ & CONST	0.00	-	0.00	0.00%

Function 93 Payments-Shared

6200 - Professional & Constructed SVS	-40,000.00	9,676.77	-30,323.23	24.19%
Total Function 93 PAYMENST-SHARED	-40,000.00	9,676.77	-30,323.23	24.19%

Function 99 Tax Appraisal & Collection

6200 - Professional & Constructed SVS	-18,000.00	9,528.87	-8,471.13	52.94%
Total Function 99 TAX APPRAISAL & COLLECTION	-18,000.00	9,528.87	-8,471.13	52.94%

Total Function 00 OTHER USES	0.00	0.00	0.00	0.00%
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TOTAL EXPENDITURES	-2,930,823.11	1,620,452.64	-1,310,370.47	55.29%
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CASH FLOW vs EXPENDITURES

	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Totals	Est. Revenue
CASH INFLOWS														
GENERAL FUND 199														
Foundation School Fund	-\$392,678.00	-\$263,096.00	-\$267,614.00	-\$262,662.00	-\$265,621.00								-\$1,451,671.00	-\$1,915,492.00 75.79%
Available School Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00	-\$135,312.00 0.00%
TRS On-Behalf	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00	-\$120,887.31 0.00%
M&O Taxes	\$0.00	-\$27,198.10	-\$59,272.62	-\$108,334.16	-\$224,684.54								-\$419,489.42	-\$727,400.00 57.67%
Other Local Revenue	-\$379,044.28	-\$3,274.65	-\$30,971.68	-\$602.35	-\$175,111.62								-\$589,004.58	-\$5,000.00 #####
Interest	-\$531.09	-\$498.34	-\$745.74	-\$1,059.65	-\$1,035.15								-\$3,869.97	\$0.00 -\$3,869.97
SPECIAL REVENUE 211,255,270,289,410,427,461														
State/Federal Money	\$0.00	-\$27,709.68	-\$115,356.23	-\$43,373.40	-\$18,060.00								-\$204,499.31	-\$225,207.19 90.80%
FOOD SERVICE 240														
Lunchroom	\$0.00	-\$25,066.63	-\$13,797.11	-	-\$17,620.51								-\$56,484.25	-\$155,327.47 36.36%
Total Revenues	-\$772,253.37	-\$346,843.40	-\$487,757.38	-\$416,031.56	-\$702,132.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$2,725,018.53	-\$3,284,625.97 82.96%
Budget														
EXPENDITURES														
Expenditures 199	\$391,947.26	\$370,092.49	\$352,981.67	\$254,148.88	\$251,282.34								\$1,620,452.64	\$2,484,870.18 65.21%
Expenditures 211,255,270,289,410,427,461	\$59,082.64	\$53,016.13	\$122,406.91	\$5,068.37	\$7,178.97								\$246,753.02	\$225,207.19 109.57%
Expenditures 240	\$15,547.66	\$18,012.08	\$19,208.00	\$11,278.01	\$15,498.34								\$79,544.09	\$155,327.47 51.21%
Total Expenditures	\$466,577.56	\$441,120.70	\$494,596.58	\$270,495.26	\$273,959.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,946,749.75	\$2,865,404.84 67.94%
Total Cash	-\$305,675.81	\$94,277.30	\$6,839.20	-\$145,536.30	-\$428,173.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Fund Balance														
General Fund - First Financial	-\$127,564.39	-\$338,065.44	-\$265,377.76	-\$481,290.84	-\$251,035.15									
TexPool Transfers (Payroll/Bills)	-\$375,000.00	-\$250,000.00	-\$200,000.00	-\$100,000.00	-\$80,000.00									
TexPool Investment Pool	-\$1,425,001.25	-\$1,180,649.52	-\$1,185,619.90	-\$1,090,717.81	-\$1,176,009.41									
TexPool Transfers (Payroll/Bills)	\$375,000.00	\$250,000.00	\$200,000.00	\$100,000.00	\$80,000.00									
Total Fund Balance	-\$1,552,565.64	-\$1,518,714.96	-\$1,450,997.66	-\$1,572,008.65	-\$1,427,044.56	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00		



THREE WAY INDEPENDENT SCHOOL DISTRICT

247 CR 207, Stephenville, TX 76401 | 254.965.6496

Regular School Board Meeting Minutes January 9, 2024

I. **Call to order** – Meeting was called to order at 5:32 pm.

II. **Roll Call - Verify Quorum**

Tracie Hankins, Senaida Huerta, Duanea Armes, and Lloyd Lietz were in attendance. Cody Howle was absent.

Others in attendance included Superintendent, Dr. Teddy Ott; Elementary Principal, Crystal Rucas; Business Manager, Jennifer Bailey; and Administrative Assistant, Stephanie Ritchie.

III. **Citizen Comments** – There were no citizen comments.

IV. **Staff Reports**

1. Financial Update – presented by Jennifer Bailey
2. Principal's Report(s) – Elementary/Secondary were presented by Crystal Rucas
3. Superintendent – presented by Dr. Teddy Ott

V. **Consent Agenda**

1. Consider approval or other action on minutes for December 12, 2023 Regular Meeting.
2. Consider approval or other action regarding accounts payable report for payments made for the month of December 2023.

Lloyd Lietz made a motion to approve the consent agenda as presented. Senaida Huerta seconded the motion. Motion carried 4/0.

VI. **Action Items**

1. Discussion, consideration, and possible action regarding approval of the 22/23 School Year Finance Audit and authorize Superintendent, Dr. Ott to sign the necessary paperwork and submit it to TEA.

This item was moved discussed right after Roll Call @ 5:33 pm. Item was presented by the Audit Company's representative Lindsay Kennimer.

Lloyd Lietz moved to approve the 22/23 SY Finance Audit and authorize Superintendent to submit necessary paperwork to TEA. Duanea Armes seconded the motion. Motion carried 4/0.

2. Discussion, consideration, and possible action regarding adoption of the revised Mission Statement and Vision Statement.

Lloyd Lietz moved to adopt Mission Statement and Vision Statement as presented. Duanea Armes seconded the motion. Motion carried 4/0.

Board convened into closed session at 6:05 pm.

3. Closed Session

In accordance with Texas Open Meetings Law, Texas Government Code Section 551, Annotated in accordance with:

Section 551.074 - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: **Superintendent Annual Review**

Board exited closed session and continued into regular session at 7:30 pm.

4. Discussion, consideration, and possible action regarding the Superintendent's Annual Review and Contract.

Lloyd Lietz moved to offer Dr. Ott a 5 year contract, with a 15% increase in salary which is to be \$115,000, with \$5000 allotted for incidentals and to keep the 3% guaranteed increase in the new contract. Duanea Armes seconded the motion. Motion carried 4/0.

- VII. **Topics for future discussion** - Board requested that staff provide information regarding what amount of finding is available for pay raises in the future.

VIII. **Adjourn**

With no further business before the Board, this meeting is adjourned at 7:44 pm.

Three ISD School Board President

Board Secretary

For the Month of January

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
008756	01-02-2024	KIRBO'S OFFICE SYSTE	014201	472319	199-11-6269.00-072-411000	KIRBOS COPIER USAGE	58.00	N
			014201	472320	199-11-6269.00-072-411000	KIRBOS COPIER USAGE	45.00	N
Totals for Check 008756							103.00	
008757	01-02-2024	UNITED COOPERATIVE	014194		199-51-6259.00-072-499000	ELECTRIC	3,233.65	N
008758	01-02-2024	TASBO	014196	409069	199-41-6411.00-750-499000	PAY302 ONLINE COURSE BAILEY	245.00	N
008759	01-02-2024	GORDON ISD	014199	122023E	199-36-6399.00-072-491000	DISTRICT CROSS COUNTRY MEE	142.86	N
008760	01-02-2024	ORKIN PEST CONTROL	014205	55375537	199-51-6249.00-072-499000	SENTRICON TERMITE RENEWAL	300.00	N
008761	01-02-2024	THE WATER SHOP	014202	62827/62401	199-51-6269.00-072-499000	WATER COOLER RENTAL X 2	200.00	N
			014202	62827/62401	199-51-6319.00-072-499000	WATER & CUPS	686.79	N
Totals for Check 008761							886.79	
008762	01-02-2024	AMAZON CAPITAL	014198	1T1V-37VJ-	199-41-6399.00-750-499000	MIDLAND WEATHER RADIO	66.64	N
008763	01-02-2024	SAGUARO TECHNOLOGI	014193	2185	199-53-6249.00-072-499000	IT SUPPORT DECEMBER	2,100.00	N
008764	01-02-2024	NEXTLINK	014203		199-51-6259.00-072-499000	PHONE & FAX	1,405.27	N
008765	01-02-2024	COVINGTON ATHLETIC	014197		199-36-6399.00-072-491000	BBALL PLAYER MEALS TOURNY	134.00	N
008766	01-02-2024	LYNK AUTOMATION LLC	014195	4004	199-53-6249.00-072-499000	CAMERA/DOOR WIRING	429.65	N
008767	01-02-2024	XEROX BUSINESS SOLU	014200	IN4834543	199-71-6512.00-072-499000	XEROX COPIER LEASE	2,000.21	N
008768	01-02-2024	TX A&M AGRILIFE EXTE	014192	E405357	199-51-6411.00-072-499000	IPM COORD TRAINING O POITAN	240.00	N
008769	01-02-2024	AMPLIFY EDUCATION IN	014204	INV-222972	270-11-6399.00-072-411000	AMPLIFY K-3	268.20	N
008770	01-02-2024	DUNCAN DISPOSAL	014212	0794-016179489	199-51-6259.00-072-499000	DISPOSAL	950.85	N
008771	01-02-2024	ERATH CO. TAX ASSESS	014209		199-41-6213.00-703-499000	TAX COLLECTOR	62.40	N
008772	01-02-2024	MCCREARY VESELKA B	014208		199-41-6213.00-703-499000	TAX ATTORNEY	8.29	N
008773	01-02-2024	WALMART	014213		199-41-6499.00-720-499000	DON FUNDS TROOPS CHRISTMA	1,556.30	N
008774	01-02-2024	HEB GROCERY COMPA	014211		199-11-6399.01-072-411000	STEELE CLASSROOM SUPPLIES	66.69	N
008775	01-02-2024	TX DEPT OF PUBLIC	014210	CRS2023112749	199-41-6499.00-720-499000	CLEARINGHOUSE RECORD RETR	3.00	N
008776	01-02-2024	BSN SPORTS	014214	924101487	199-36-6399.00-072-491000	WMNS RECRUIT PANT BLACK	881.28	N
			014214	924129700	199-36-6399.00-072-491000	THE ROCK BBALL/LWO EXTERNA	435.60	N
Totals for Check 008776							1,316.88	
008777	01-02-2024	XEROX FINANCIAL	014207	5143919	199-71-6512.00-072-499000	COPIER LEASE	974.28	N
008778	01-02-2024	GORMAN ISD COSMETO	014206		199-36-6399.00-072-491000	BBALL PLAYER BEALS V GIRLS	54.00	N
008779	01-03-2024	BILLY CLAUDE COOPER	014230	1-2024	199-52-6249.00-072-499000	PROTECT SERVICES JANUARY	416.66	N
			014230	1-2024-1	199-52-6399.00-072-499000	PROTECT SERVICES AMMO GUA	82.00	N
Totals for Check 008779							498.66	
008780	01-03-2024	KORNEY BOARD AIDS IN	014226	216912	199-11-6399.01-072-411000	LITTLE DRIBBLERS BBALLS DON	540.00	N
008781	01-03-2024	DARRELL DRAPER	014228		199-36-6219.00-072-491000	BBALL OFFICIAL	162.45	N
008782	01-03-2024	RUDY M PACK	014227		199-36-6219.00-072-491000	BBALL OFFICIAL	119.28	N

For the Month of January

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
008783	01-03-2024	BRITTEN MEADOR	014229		199-36-6219.00-072-491000	CLOCK & BOOKKEEPER BBALL	100.00	N
008784	01-04-2024	THE DOWELL COMPANY	014234	2401-942321	199-51-6319.00-072-499000	SALT/DOOR LOCK/WINDOW SEAL	111.61	N
008785	01-04-2024	DALE COLLUM	014235		199-51-6249.00-072-499000	RAW WELL & DIST SAMPLES TCE	500.00	N
008786	01-04-2024	AMAZON CAPITAL	014232	193C-DMTF-	199-53-6399.00-072-499000	APPLE 2020 MAC MINI	499.95	N
008787	01-04-2024	AUTO PARTS CO.	014233	9214-729935	199-34-6319.00-072-499000	FRAM ANT GREEN/BRAKE FLUID/	97.90	N
008788	01-04-2024	TEXAS CLASSROOM TE	DEDCH		199-00-2159.00-007-400000	JAN DED MISCELLANEOUS DEDU	18.00	N
008789	01-04-2024	NATIONAL BENEFIT SER	DEDCH		199-00-2159.00-003-400000	JAN DED TAX SHEL. ANNUITY	500.00	N
008790	01-04-2024	FINANCIAL BENEFIT SE	DEDCH		199-00-2153.00-005-400000	JAN DED HEALTH INSURANCE	311.70	N
			DEDCH		199-00-2153.00-009-400000	JAN DED HEALTH INSURANCE	200.37	N
			DEDCH		199-00-2153.00-010-400000	JAN DED LIFE INSURANCE	299.70	N
			DEDCH		199-00-2153.00-011-400000	JAN DED LIFE INSURANCE	38.70	N
			DEDCH		199-00-2153.00-013-400000	JAN DED LIFE INSURANCE	19.58	N
			DEDCH		199-00-2153.00-015-400000	JAN DED LIFE INSURANCE	33.00	N
			DEDCH		199-00-2153.00-016-400000	JAN DED LIFE INSURANCE	51.10	N
			DEDCH		199-00-2153.00-017-400000	JAN DED LIFE INSURANCE	100.98	N
			DEDCH		199-00-2153.00-019-400000	JAN DED LIFE INSURANCE	1.40	N
			DEDCH		199-00-2153.00-021-400000	JAN DED LIFE INSURANCE	16.30	N
			DEDCH		199-00-2153.00-022-400000	JAN DED HEALTH INSURANCE	35.21	N
			DEDCH		199-00-2153.00-024-400000	JAN DED LIFE INSURANCE	32.40	N
			DEDCH		199-00-2153.00-025-400000	JAN DED LIFE INSURANCE	5.40	N
			DEDCH		199-00-2153.00-026-400000	JAN DED LIFE INSURANCE	54.25	N
			DEDCH		199-00-2153.00-027-400000	JAN DED LIFE INSURANCE	6.00	N
			DEDCH		199-00-2153.00-031-400000	JAN DED HEALTH INSURANCE	126.65	N
			DEDCH		199-00-2159.00-012-400000	JAN DED HSA	334.16	N
			DEDCH		199-00-2159.00-029-400000	JAN DED MISCELLANEOUS DEDU	14.95	N
			DEDCH		199-00-2159.00-030-400000	JAN DED MISCELLANEOUS DEDU	80.00	N
			DEDCH		199-00-2159.00-036-400000	JAN DED MISCELLANEOUS DEDU	42.00	N
			DEDCH		199-00-2159.00-037-400000	JAN DED MISCELLANEOUS DEDU	69.76	N
						Totals for Check 008790	1,873.61	
008791	01-04-2024	LEGAL SHIELD	DEDCH		199-00-2159.00-034-400000	JAN DED MISCELLANEOUS DEDU	135.60	N
008792	01-04-2024	EECU	DEDCH		199-00-2159.00-035-400000	JAN DED HSA	300.00	N
008793	01-04-2024	AFLAC	DEDCH		199-00-2159.00-040-400000	JAN DED MISCELLANEOUS DEDU	210.92	N
008794	01-04-2024	ANDYS TIRE SERVICE	014236		199-34-6249.00-072-499000	BUS TIRE REPAIR	45.00	N
008795	01-04-2024	LYNK AUTOMATION LLC	014237	2226	199-53-6249.00-072-499000	WIRE CABLING TO GATES	1,137.50	N
008796	01-09-2024	TASB	014238	652030	199-41-6219.00-702-499000	TASB MEMBERSHIP 2024	800.00	N
008797	01-09-2024	PARHAM GARAGE	014245	000736	199-34-6249.00-072-499000	DOT INSPECTION BUS #2	40.00	N
008798	01-09-2024	SANTO PROPANE COMP	014241	0234087	199-51-6259.00-072-499000	PROPANE	869.20	N
008799	01-09-2024	KIRBO'S OFFICE SYSTE	014247	473280	199-11-6269.00-072-411000	KIRBOS USAGE OVERAGE	1,007.60	N

For the Month of January

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
008800	01-09-2024	LABATT FOOD SERVICE	014244	01033217	240-35-6341.00-072-499000	FOOD	989.57	N
008801	01-09-2024	AMAZON CAPITAL	014246	166V-TL93-3LFW	199-11-6399.02-101-411000	HEAVY DUTY 2 HOLE PUNCH ILE	15.88	N
			014246	1CP3-7H69-	199-11-6399.02-101-411000	ADAPTER/ETHERNET SWITCH PA	27.65	N
			014246	19H1-6HVV-	199-33-6399.00-072-499000	HEALTH SUPPLIES NURSE	140.30	N
			014246	1CCH-MJ14-	199-53-6399.00-072-499000	ULTRALQ U-BOLT PRO WIFI LO	507.00	N
Totals for Check 008801							690.83	
008802	01-09-2024	WRIGHT'S ICE SERVICE	014239	22401	199-51-6269.00-072-499000	ICE MACHINE RENTAL	280.00	N
008803	01-09-2024	LINGLEVILLE ATHLETIC	014242	20231219	199-36-6399.00-072-491000	MEAL DEALS BBALL	88.00	N
008804	01-09-2024	EWELL EDUCATIONAL S	014240	503-17545	199-36-6399.03-072-491000	PECAN VALLEY AREA 4 LDES	125.00	N
			014240	6518536	199-36-6399.03-072-491000	AG SALES/MECH/FBM	242.00	N
			014240	503-17059	199-36-6399.03-072-491000	WEATHERFORD COLLEGE LDE	85.00	N
Totals for Check 008804							452.00	
008805	01-09-2024	OAK FARMS DALLAS	014243	542028351	240-35-6341.00-072-499000	MILK	395.85	N
008806	01-09-2024	LESLIE MANGANELLA	014248		199-11-6399.01-072-411000	POSTER PAPER MANGANELLA	23.80	N
008807	01-09-2024	DUBLIN ATHLETIC BOOS	014250		199-36-6399.00-072-491000	POWER LIFTING MEET 4 PARTICI	120.00	N
008808	01-09-2024	ERATH COUNTY	014249		199-52-6249.00-072-499000	SRO PROGRAM PMT 2	5,500.00	N
008809	01-09-2024	KING CONSULTANTS IN	014251	A-00-106707	199-51-6249.00-072-499000	AHERA 3 YR INSPECTION TWISD	1,900.00	N
008810	01-11-2024	MARK HENNARD	014261		199-36-6219.00-072-491000	BBALL JH VS GORMAN	140.00	N
008811	01-11-2024	AMAZON CAPITAL	014262	1F3R-1VWG-	199-41-6399.00-750-499000	BADGE HOLDERS	16.98	N
			014254	1MQT-YHNV-	199-53-6399.00-072-499000	MAC MINI HS BELL	499.95	N
Totals for Check 008811							516.93	
008812	01-11-2024	LUKE KRAMER	014260		199-36-6219.00-072-491000	BBALL JH VS GORMAN	140.00	N
008813	01-11-2024	LEASOR CRASS PC	014252	20235LLC	199-41-6411.00-701-499000	LEADERSHIP COHORT 1	500.00	N
008814	01-11-2024	JASON J LOGSDON	014259		199-36-6219.00-072-491000	VARSITY BBALL VS STRAWN	130.00	N
008815	01-11-2024	WILLIAM TEDDY OTT	014253		199-41-6411.00-701-499000	SUPT BOARD MEETING REGION	70.74	N
008816	01-11-2024	CODY STORRS	014258		199-36-6219.00-072-491000	VARSITY BBALL VS STRAWN	130.00	N
008817	01-17-2024	UNITED COOPERATIVE	014270		199-51-6259.00-072-499000	ELECTRIC	4,020.88	N
008818	01-17-2024	THE DOWELL COMPANY	014263	2401-946001	199-51-6319.00-072-499000	PROPANE	139.92	N
			014263	2401-945598	199-51-6319.00-072-499000	PATIO HEATER DROP OFF AREA	405.47	N
Totals for Check 008818							545.39	
008819	01-17-2024	LABATT FOOD SERVICE	014268	01101879	240-35-6341.00-072-499000	GROCERY ORDER FOOD	1,064.28	N
008820	01-17-2024	ORKIN PEST CONTROL	014269	289658	199-51-6249.00-072-499000	PEST CONTROL MONTHLY SERVI	109.98	N
008821	01-17-2024	RIGGS MACHINE & WEL	014264	219561	199-11-6399.00-101-422000	WELDING CLASS SUPPLIES	97.50	N
008822	01-17-2024	AMAZON CAPITAL	014265	1HRL-WX4D-	199-53-6399.00-072-499000	UBIQUITI NETWORKS ADAPTER	16.00	N
008823	01-17-2024	TUNE IN	014271	952490	199-11-6399.02-101-411000	SECONDARY UIL SUPPLIES	33.85	N
008824	01-17-2024	F3 COLDCO OWNDER LL	014266	17054	240-35-6344.00-072-499000	COMMODITY DELIVERY	159.30	N

For the Month of January

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
008825	01-17-2024	OAK FARMS DALLAS	014267	542028828	240-35-6341.00-072-499000	MILK	459.72	N
008826	01-17-2024	5S LAND AND CATTLE L	014272	1044	199-51-6249.00-072-499000	DEBRIS HAUL OFF/CLEAN UP TW	1,580.00	N
008827	01-18-2024	CHRISTOPHER CARLILE	014273		199-36-6399.00-072-491000	RED LINE KNEE WRAPS REIMBU	59.98	N
008828	01-24-2024	ERATH CO. TAX ASSESS	014282		199-41-6213.00-703-499000	TAX COLLECTOR	62.40	N
008829	01-24-2024	MCCREARY VESELKA B	014283		199-41-6213.00-703-499000	TAX ATTORNEY	451.07	N
008830	01-24-2024	THE DOWELL COMPANY	014285	2401-950240	199-51-6319.00-072-499000	MORTAR/CABLE TIE/LOCK/GROU	217.94	N
008831	01-24-2024	NARDONE BROS. BAKIN	014293	111795	240-35-6344.00-072-499000	COMMODITY PIZZA	236.19	N
008832	01-24-2024	TYSON FOODS, INC.	014278	31972497	240-35-6344.00-072-499000	COMMODITY CHICKEN	324.77	N
			014278	31972502	240-35-6344.00-072-499000	COMMODITY CHICKEN	245.87	N
Totals for Check 008832							570.64	
008833	01-24-2024	LABATT FOOD SERVICE	014292	01171406	240-35-6341.00-072-499000	FOOD	979.44	N
008834	01-24-2024	TX DEPT OF PUBLIC	014280	CRS2023122767	199-41-6499.00-720-499000	FACT CLEARINGHOUSE	1.00	N
008835	01-24-2024	AMAZON CAPITAL	014294	1PQ3-GKNN-	199-11-6399.01-072-411000	PE SUPPLIES SMITH	324.40	N
			014294	1KC4-Q4RN-	199-11-6499.00-072-411000	PRINCIPAL DESK/CHAIR	322.95	N
Totals for Check 008835							647.35	
008836	01-24-2024	NORTH TEXAS TOLLWA	014295		199-41-6411.00-701-499000	TOLLS	25.76	N
008837	01-24-2024	MANGRUM	014279	112874	199-51-6249.00-072-499000	SERVICE CALL ADMIN HEATER	75.00	N
008838	01-24-2024	LUKE KRAMER	014274		199-36-6219.00-072-491000	BBALL OFFICIAL TW VS BLUFF D	140.00	N
008839	01-24-2024	IRONHORSE MPS LLC	014277	WO-2043	199-51-6249.00-072-499000	SERVICE CALL WEIGHT ROOM LE	452.34	N
008840	01-24-2024	JASON J LOGSDON	014276		199-36-6219.00-072-491000	BBALL OFFICIAL TW VS BLUFF D	140.00	N
008841	01-24-2024	LYNK AUTOMATION LLC	014284	4033	199-53-6249.00-072-499000	LYNK CAT6 DROP	790.00	N
008842	01-24-2024	LT WIMBERLEY HELMIC	014287		199-36-6219.00-072-491000	FBALL REF TW VS AVALON	145.00	N
008843	01-24-2024	XEROX FINANCIAL	014281	5268140	199-71-6512.00-072-499000	COPIER LEASE	974.28	N
008844	01-24-2024	ELENA BOLT	014275		199-36-6399.02-072-491000	CHEER COMP MEALS/PARKING	225.78	N
008845	01-24-2024	JOEL I WYMORE	014290		199-36-6219.00-072-491000	FBALL REF TW VS AVALON	145.00	N
008846	01-24-2024	OAK FARMS DALLAS	014291	542029005	240-35-6341.00-072-499000	MILK	206.97	N
008847	01-24-2024	JOE MARTINEZ	014289		199-36-6219.00-072-491000	FBALL REF TW VS AVALON	145.00	N
008848	01-24-2024	JEFFREY GARRITY	014288		199-36-6219.00-072-491000	FBALL REF TW VS AVALON	145.00	N
008849	01-24-2024	STEPHANIE RITCHIE	014286		199-41-6411.00-750-499000	TMCCP ELECTION LAW SEMINAR	170.94	N
008850	01-24-2024	CENTRIPOINT INC	014296	24429323	199-11-6399.00-101-422000	CTE CURRICULUM/TESTING FOR	1,450.00	N
			014296	24178192	199-11-6399.00-101-422000	CTE CURRICULUM/TESTING FOR	1,440.96	N
Totals for Check 008850							2,890.96	
008851	01-24-2024	LISA MILLER	014297		199-13-6411.01-072-411000	MILLER ESC WORKSHOP MILEAG	97.01	N
008852	01-24-2024	AMAZON CAPITAL	014298	1CMT-HLJ1-	199-36-6499.00-072-491000	SENIOR NIGHT GIFTS BBALL	158.88	N

For the Month of January

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
008853	01-24-2024	SHEYLA LOPEZ	014299		199-51-6249.00-072-499000	CONTRACT CLEANING HRS 1/2-1/	165.00	N
009030	01-03-2024	ALLSUPS	014328		199-36-6399.00-072-491000	BBALL PLAYER MEALS/DRINKS	35.60	N
011096	01-26-2024	HARBOR FREIGHT	014346		199-11-6399.00-101-422000	WELDING CLASS SUPPLIES	482.75	N
014167	01-08-2024	TX MUNICIPAL CLERKS	014335		199-41-6411.00-750-499000	RITCHIE TRAINING	450.00	N
015160	01-31-2024	ERATH CO. TAX ASSESS	014348		199-34-6319.00-072-499000	BUS REGISTRATION	45.41	N
021110	01-24-2024	STAPLES CREDIT PLAN	014344		199-53-6399.00-072-499000	BUBBLE WRAP CHROMEBOOKS	41.11	N
021245	01-08-2024	EFTPS	014336		199-00-2151.00-000-400000	WH TAXES	7,100.47	N
			014336		199-00-2152.01-000-400000	FICA EMPLOYER	42.63	N
			014336		199-00-2152.01-000-400000	MEDICARE	2,305.02	N
			014336		199-00-2152.02-000-400000	FICA EMPLOYEE	42.63	N
			014336		199-00-2152.02-000-400000	MEDICARE DISTRICT MATCH	2,305.02	N
Totals for Check 021245							11,795.77	
022567	01-04-2024	U.S. POST OFFICE	014332		199-41-6499.00-720-499000	POSTAGE	330.00	N
025419	01-22-2024	CICI'S PIZZA	014343		199-11-6399.02-101-411000	SENIOR PIZZA PARTY	70.40	N
031086	01-04-2024	EBAY	014331		199-34-6319.00-072-499000	BUS PART	53.38	N
079978	01-03-2024	TEACHER RETIREMENT	014329		199-00-2153.00-002-400000	TRS ACTIVE CARE	14,126.00	N
			014329		199-00-2155.00-000-400000	MEMBER CONTRIBUTION	13,232.67	N
			014329		199-00-2155.00-000-400000	MEMBER TRS CARE	1,042.59	N
			014329		199-00-2155.01-000-400000	RE FED FUND/PRIV GRANT	518.03	N
			014329		199-00-2155.02-000-400000	STATE MIN	2,018.44	N
			014329		199-00-2155.03-000-400000	RE FED FUND TRS CARE	78.50	N
			014329		199-00-2155.04-000-400000	RE TRS CARE	1,202.99	N
			014329		199-00-2155.08-000-400000	PUB EDUC	2,582.71	N
Totals for Check 079978							34,801.93	
288159	01-09-2024	FIRST FINANCIAL BANK	014337		199-00-1101.00-000-400000	INTRAFI NETWORK TRANSFER	8,018.32	N
400400	01-08-2024	ERATH CO. TAX ASSESS	014334		199-34-6319.00-072-499000	BUS REGISTRATION	23.00	N
401000	01-12-2024	LA QUINTA	014339		199-41-6411.00-750-499000	RITCHIE BOND CLASS ROOM	233.48	N
511102	01-05-2024	FIRST FINANCIAL BANK	014333		199-00-1101.00-000-400000	INTRAFI NETWORK TRANSFER	210,387.41	N
999999	01-16-2024	CLAIMS ADMINISTRATIV	014327		199-11-6143.00-072-411000	WORK COMP POOL	30.00	N
999999	01-11-2024	FIRST FINANCIAL BANK	014338		199-00-1101.00-000-400000	INTRAFI NETWORK TRANSFER	19,010.54	N
	01-16-2024	FIRST FINANCIAL BANK	014340		199-00-1101.00-000-400000	INTRAFI NETWORK TRANSFER	4,300.21	N
	01-18-2024	FIRST FINANCIAL BANK	014341		199-00-1101.00-000-400000	INTRAFI NETWORK TRANSFER	61,166.06	N
	01-19-2024	FIRST FINANCIAL BANK	014342		199-00-1101.00-000-400000	INTRAFI NETWORK TRANSFER	5,672.56	N
	01-25-2024	FIRST FINANCIAL BANK	014345		199-00-1101.00-000-400000	INTRAFI NETWORK TRANSFER	266,027.00	N
	01-26-2024	FIRST FINANCIAL BANK	014347		199-00-1101.00-000-400000	INTRAFI NETWORK TRANSFER	44,397.47	N
Totals for Check 999999							400,573.84	
999999	01-03-2024	TEXPOOL INVESTMENT	014330		199-00-1121.00-000-400000	TEXPOOL INVESTMENT	80,000.00	N

Total Checks 803,963.19



ACTION REQUIRED!
Due Date: February 29, 2024

October 12, 2023

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative, SY24-25

Dear Food Service Director Addressed:

Multi-Region Purchasing Cooperative (hereinafter "R10MRPC") requires all Interlocal Agreements (hereinafter "Agreement") to be approved by each Recipient Agency's (hereinafter "RA") Board of Directors. Completed Agreements must be submitted with proof of Board approval. R10MRPC is also utilizing an annual, single-year agreement that encompasses both membership roles and responsibilities along with bid participation for the Agreement term. Region 10 Education Service Center is the "Coordinating Entity and Fiscal Agent" for R10MRPC.

This packet includes the complete Interlocal Agreement for RAs participating in the School Nutrition Programs that wish to purchase foodservice products or services through the R10MRPC formally procured and awarded bids. If the RA does not plan to purchase from any of the awarded bids, there is no need to complete an Interlocal Agreement.

The **Interlocal Agreement** (pages 3-11) is both a "membership and participation" agreement that commences on July 1st and extends through June 30th of the following calendar year. By signing the Agreement, you are agreeing to the General Provisions of Member Roles and Responsibilities along with your bid participation selection(s) indicating your entity's purchasing commitment. Members are now required to provide estimated quantities for each product planned for each bid category selected. This is done through a specialized software created by R10MRPC called "Maestro Forecasting."

The Multi-Region Purchasing Cooperative is a fully self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded commercial-only vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC and growth in services and benefits offered. Studies indicate that school districts benefit through cooperative participation with considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continue to rise annually. Studies prove that schools participating in a child nutrition purchasing cooperative receive better pricing and higher selection of products with higher fill rates. Additional benefits of participating in the R10MRPC include reduced costs associated with advertising, paperwork, reduced time, and worry spent on the bidding process, as well as industry-specific workshops, trainings, and technical support for child nutrition programs.

If I can be of further assistance in this matter, please contact me at 972-348-1448. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2024-2025 R10MRPC.

Sincerely,

A handwritten signature in black ink that reads 'Keri Warnick'.

Keri Warnick
Program Coordinator

Enclosures

INTERLOCAL AGREEMENT

The following Interlocal Agreement (pages 3-11) is to be completed by all recipient agencies (RA) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.

This Interlocal Agreement is a one-year agreement for the school year 2024-2025 (July 1, 2024 through June 30, 2025). If completed, a fully executed copy will be returned to the RA and kept on file with R10MRPC indefinitely.

Each RA wishing to purchase from any procured and awarded bid must complete and sign all required pages. Each RA is asked to seriously consider which bids best fit their needs. R10MRPC requires forecasting of each product planned for purchase prior to all bid renewals and new bids through Maestro Forecasting, the customized software program.

The fully completed and signed Interlocal Agreement must be approved by your school Board of Trustees or Authorized Representative and returned no later than February 29, 2024. Please note that Interlocal Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.

Please return pages 3-11 of the Agreement fully executed.

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
SY24-25: INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Recipient Agency (RA) is responsible for paying any vendors invoices for goods and services purchased by RA through the effective termination date. Region 10 ESC is the MRPC "Coordinating Entity and Fiscal Agent."

Contracting Parties

<hr/> Region 10 Education Service Center Fiscal Agent/Coordinating Entity	<hr/> 057-950 County District Number	
<hr/> Three Way Independent School District District/Recipient Agency (RA)	<hr/> 072-901 RA County District Number	<hr/> 00355 RA ID

STATEMENT OF SERVICE'S TO BE PERFORMED

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for RA's located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. There is no fee to join R10MRPC.

MEMBERSHIP:

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formally procured bids utilizing the competitive requests for proposals (RFP's) method to assist RAs with their fiscal budgetary needs. RAs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation or bid renewal, members are required to provide estimated quantities/forecast for each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Foods for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System & Safety Training (services)
7. Fresh Produce & Raw Meats
8. Fresh Bread
9. Milk Full-Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages
14. Coffee Bar Products

LIMITATION OF AGREEMENT:

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each participating RA sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the RA may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by TDA/USDA exist, those required by TDA/USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

GENERAL PROVISIONS:

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation. Adding a RA may "materially change the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the RA may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new RA may become effective upon any new bids, rebids being awarded, new fiscal year, or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the RA. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.

7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the member. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on a regular basis. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent. R10MRPC is not allowed to collect a profit from sales of processed commodities through our full-line grocery distributor. All revenue from processed commodities minus commodity bid expenses, is fully rebated to the members participating on the processed commodity bid.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

Membership Term. This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1st and will extend through June 30th of the following calendar year.

Membership Fees. No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture (USDA) does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration, direct operation, and growth in services or software programs offered by the Cooperative to the members that benefit their foodservice operation. RAs, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

Authorization to Participate. The R10MRPC and each RA represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval is acceptable to R10MRPC is required. If your school does not have a Board of Directors, the authorized representative's signature is acceptable.

Cooperation and Access. Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the RA.

Primary and Secondary Contact. The RA agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the RA, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the RA. The RA reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

Defense and Prosecution of Claims. The RA authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The RA does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the RA by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the RA shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the RA hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Agreement.

Governance. R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulations. Procurement processes and procedures are governed by applicable law and regulation.

Limitations of Liability. The Fiscal Agent, its endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorsers and servicing contractors, hereby disclaim all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

Notice. Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

Acceptance of USDA Foods Sent for Further Processing. The R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal (RFP) for the processing of selected commodity foods donated by participating members. The R10MRPC, through the Fiscal Agent, is further granted the right to enter a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulations and guidance.

Payment for Goods. Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

PARTY ROLES AND RESPONSIBILITIES:

Role of the R10MRPC, through the Fiscal Agent:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement training as a group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests for Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
 - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
 - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c.
 - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
 - d. Texas Education Code 44.031 relating to purchasing contracts.
 - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its RAs. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
 - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.

8. Enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
9. Do the following regarding USDA Foods:
 - a. Track and assist RAs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
 - b. Assist RAs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
 - c. Provide RAs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
 - d. Provide the list of commodity items to RAs for purposes of obtaining quantity requests. This is done using an online software program.
 - e. Receive quantity requests from RAs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
 - f. Provide a delivery schedule, on behalf of each RA, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each RA.
10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all RAs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
11. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
12. Provide RAs with procedures for ordering, delivery, and billing.
13. Mediate problems/concerns between vendors and RAs.
14. Provide RAs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the RA.
15. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
16. Act ethically always and in accordance with all federal, state, and local guidelines.
17. Create and monitor/host an Advisory Committee. The Advisory Committee is a voluntary member committee with a 2-year commitment that meets quarterly. The Committee goals are to act as liaison between R10MRPC and the membership base if needed, communicate information received from TDA to R10MRPC as necessary, and review or sample products to assist in the streamlining of offered bid awards and best products.

Role of the RA:

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing from selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software Maestro Forecasting or as requested by the Program Coordinator during any single-year term of Participation.

5. Comply with all USDA and TDA regulations.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the bid's that the RA is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a participating RA in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC if needed, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas, along with other tasks.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
 - a. The RA shall access the Web Based Supply Chain Management (WBSCM) system on a regular basis to effectively manage USDA Foods entitlement, food requests, and allocations.
 - b. The RA shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 Foodservice, ProcessorLink, or other) on a regular basis; and report inventory issues to R10MRPC.
 - c. The RA shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
 - d. The RA shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
 - e. The RA shall attend and/or access MRPC trainings on the management of the USDA Foods program.

BID PARTICIPATION SELECTIONS for SY 2024-2025

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/RA, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2024, through June 30, 2025.

The R10MRPC formally procures several competitive RFPs (Request for Proposals) on behalf of all participating members. Each member is required to complete this Bid Participation Agreement and forecast all products planned for purchase if they wish to utilize the R10MRPC awarded bids during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, ***please place a check mark to the left of each bid listed below that you "plan" to use during the SY 2024-2025.*** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, members should seriously consider each selected bid as member forecasting of each product planned on each selected bid is required prior to the release of a new bid or renewal bid.

<input checked="" type="checkbox"/>	Full-Line Grocery, NOI/FFS Distributor
<input checked="" type="checkbox"/>	USDA Foods For Further Processing
<input checked="" type="checkbox"/>	Milk: Full-Service Delivery
<input type="checkbox"/>	Fresh Bread
<input type="checkbox"/>	Ice Cream Novelties
<input type="checkbox"/>	Beverages (container)
<input type="checkbox"/>	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

<input type="checkbox"/>	Dispensed Fruit Beverages
<input type="checkbox"/>	Chips & Snacks
<input type="checkbox"/>	Fresh Meats and Produce
<input type="checkbox"/>	Small Wares
<input type="checkbox"/>	Kitchen Chemicals & Cleaning Supplies
<input type="checkbox"/>	Sanitation Systems & Safety Training
<input type="checkbox"/>	Coffee Bar Products

Please provide us with your district main address as listed on your website or in directory:

Three Way Independent School District Cafeteria

District Name	Campus/Bldg. Name
247 CR 207	Stephenville TX 76401
Street Number & Name	City State Zip Code

Interlocal Agreement for SY 2024-2025 Signature and Authorization Form

By signing this page, the RA confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation selection(s) as stated on pages 3-10 and indicated on page 11.

As of July 1, 2024, Three Way Independent School District and the Region 10 Education Service Center/Fiscal Agent
District Name/Recipient Agency (RA)

enter into this Interlocal Agreement, including Bid Participation. As the authorized Agent for the Board of Trustees or Authorized Representative of the RA, I do hereby execute this Agreement on behalf of RA and intend to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement. Physical signatures are required, typed or digital signatures will not be accepted.

Three Way Independent School District	11	206
District/ Name	ESC Region	2023-2024 Enrollment
2	Erath	
# Of Participating Campuses	County/Counties in Which Campuses are Located	
Angelita Sims	x	01/09/2024
Printed Name: Primary Foodservice Contact	Signature: Primary Foodservice Contact	Date Signed
asims@twisd.us		254-965-6496
Email: Primary Contact		Phone: Primary Contact
Jennifer Bailey	jbailey@twisd.us	
Printed Name: Secondary Foodservice Contact	Email: Secondary Foodservice Contact	
254-965-6496		
Phone: Secondary Foodservice Contact		

Board of Director Approval (or authorized rep): Signature Below or Meeting Minutes are acceptable.

Tracie Hankins

Printed Name: Authorized Board Director (or Authorized Representative)

x _____

Signature: Authorized Board Director (or Authorized Representative)

Date Signed

Email Completed Agreement to: angela.mccrary@region10.org

Below Area: For Region 10 MRPC Use Only

	Keri Warnick	
R10MRPC Authorized Signature	R10MRPC Contact Person	Date Signed
Program Coordinator	972-348-1448	
Title of Contact Person	Office Phone	

Bids Overview

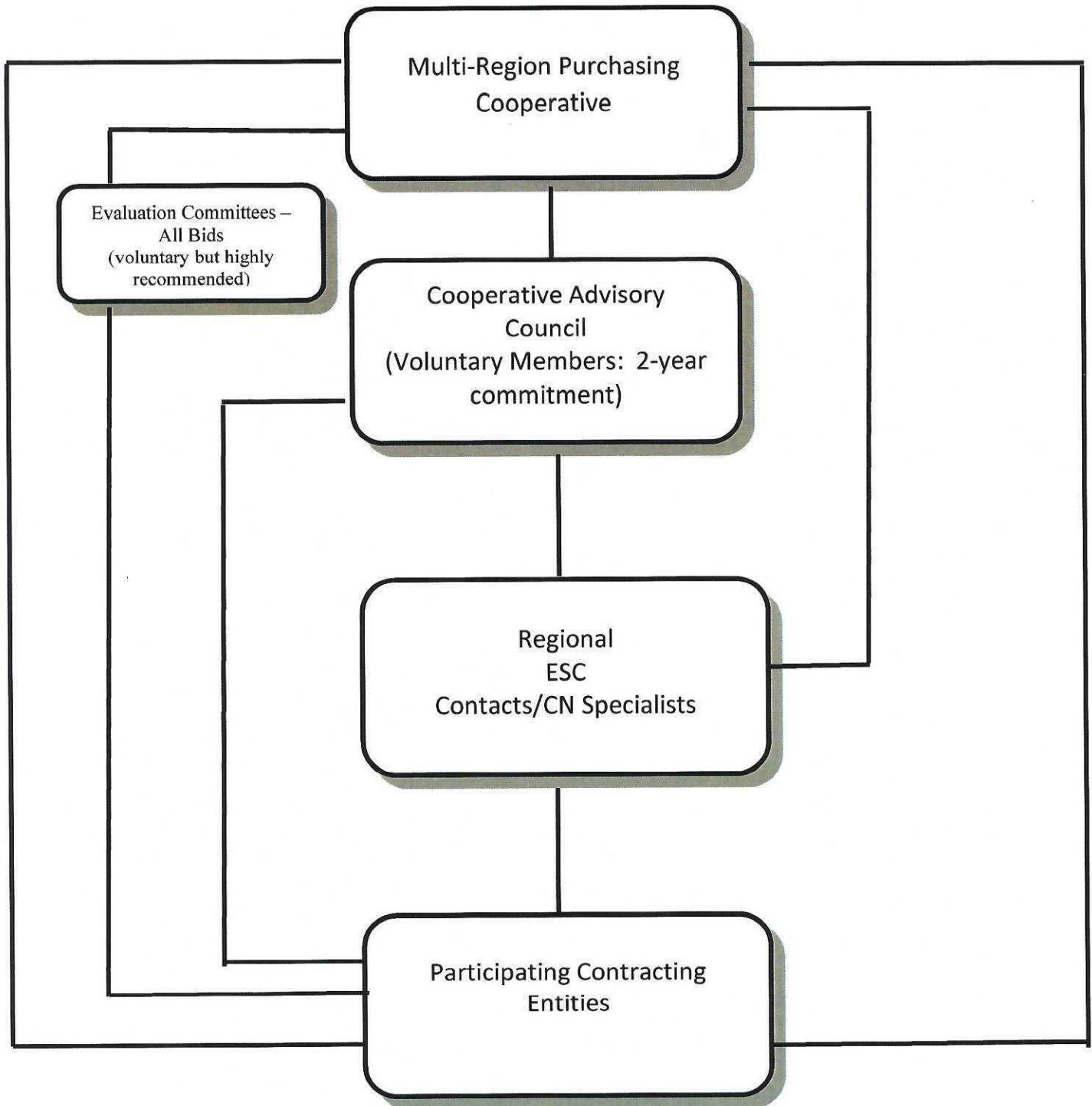
Each year awarded bids are either renewed, if options are available, or released as new based on factors such as no remaining renewal options, material change in contract value, growth in cooperative membership participation, too many discontinuations or new items to consider, or restructuring of the areas to be serviced in the cooperative. The following is the list of RFPs that will be offered in SY24-25 and information if they will be new or renewed.

Bid Category	Bid Description	SY23-24 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY24-25
Beverages - Container	Drinks in containers such as Coke, Dr Pepper, Gatorade, Water, etc....that meet Smart Snack and/or used for before or after school events if managed by foodservice	2022-01-12'	Yes	Coca Cola; Dr Pepper; Master's Distribution	3 of 5
Chips & Snacks	Smart Snack approved chips and snacks for a' la carte sales	2022-02-13'	Yes	Master's Distribution	3 of 5
Coffee Bar	Cold contained coffees, coffee beans or grounds, syrups, etc.... for Coffee Bars. Smart Snack compliant	2023-03	Yes	Caribou Coffee	2 of 5
Dispensed Fruit Beverages	100% dispensed fruit slush beverages, awarded company provides dispensing machine and product.	2021-11	Yes	Trident Beverage	4 of 5
Fresh Bread	Direct delivery from bread vendor to campuses. Fresh bread products	2023-02	Yes	Bimbo Bakery, Flowers Bakery	2 of 5
Fresh Produce & Raw Meats	Fresh produce and raw meats; produce held to monthly market price	2023-04	Yes	Brother's Food Service; Farmers Market Ft Worth; R Craig Stephens; Walnut Creek Farms; Hardie's; Freshpoint	2 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Full-Line Grocery, NOI & FFS	Main-line distributor of commercial foods, processed commodity foods, fresh produce, and non-food foodservice items.	2021-02	TBD	Labatt	3 of 5
Ice Cream	Frozen Ice Cream novelties, delivered directly from vendor, smart snack compliant	2021-05	Yes	Blue Bonnet, Klement Distribution, Yumi Ice Cream	4 of 5
Kitchen Chemicals & Cleaning Supplies	Kitchen and cafeteria cleaning supplies such as chemicals, mops, gloves, as well as testing kits, etc....	2022-08	Yes	Complete Supply, Eco Lab, Kirby	3 of 5
Manufacturer Direct-to-District	Direct delivery in large quantities to approved RAs of commercial foods only. Must have a loading dock and ability to unload the truck and store large minimum drops of food product.	2021-08	TBD	TBD	1 of 5
Milk - Full Service Delivery	Milk delivery, rotate and restock of needed products, milk boxes supplied if needed by some vendors	2023-01	Yes	Hiland Dairy; DFA: Oak Farms & Gandy's	2 of 5
Sanitation Systems & Safety Training	Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2021-15	Yes	SFS PortionPac	4 of 5
Small Wares	All types of small wares for foodservice needs	2022-09	Yes	Ace Mart, Sam Tell & Son, Strategic Equipment	3 of 5
USDA Foods for Further Processing	Processed USDA foods to be received through direct delivery, distributor or contracted warehouse	2021-22	Yes	Multiple processors approved by TDA	2 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Sanitation Systems & Safety Training 2	Supplemental Bid for Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2023-07	Yes	SFS PortionPac	2 of 5

Region 10 Education Service Center
Multi-Region Purchasing Cooperative



2024

THREE WAY ISD

2025

July 2024						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2024						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Six Weeks/Semester Dates		
# Days	9 Weeks	Dates
FALL SEMESTER		
35	1st	August 12 - October 10
36	2nd	October 14 - December 19
SPRING SEMESTER		
40	1st	January 6 - March 20
39	2nd	March 24 - May 29



JANUARY 2025						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2025						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Calendar Key	
	Student/Staff Holiday
	Staff Workday
	Progress Reports Go Home
	Report Cards Go Home
	Begin/End Six Week Cycle
	First/Last Day of School
	Restricted Days - Holidays/Testing Dates

Total Minutes: 78,000

Total Student Days = 150
Total Teacher Days = 157

MARCH 2025						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2025						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Dates At A Glance	
Aug 12th	First Day of School
Nov 25th	Thanksgiving Break Begins
Dec 23rd	Christmas Break Begins
Jan 6th	Spring Semester Begins
Mar 10th	Spring Break Begins
May 29th	Student's Last Day of School

School Day is from 7:25 am - 4:05 pm

TWHS Graduation
May 29th @ 6pm

MAY 2025						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE 2025						
S	M	T	W	TH	F	S
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22	23	24	25	26	27	28
29	30					

Resolution of the Board to Employ or Accept as Volunteers Chaplains

WHEREAS, Section 23.001 of the Texas Education Code permits the district to employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the Board;

WHEREAS, Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a **record vote** between September 1, 2023, and March 1, 2024, on whether to adopt a policy authorizing a campus of the district to employ or accept as a volunteer a chaplain under Education Code Chapter 23;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of _____ School District hereby:

Does not permit a district campus to employ or accept as a volunteer a chaplain to provide support, services, and programs for students at this time.

Adopted this _____ (*date*) day of _____ (*month*), _____ (*year*), by the Board of Trustees.

Presiding officer's signature: _____

Secretary's signature: _____

A RESOLUTION TO APPROVE A CONTINGENCY FEE ENGAGEMENT LETTER WITH LEON ALCALA, PLLC TO SERVE AS BOND COUNSEL AND OTHER RELATED MATTERS

WHEREAS, the Board of Trustees (the “Board”) of the Three Way Independent School District (the “Issuer”) anticipates accessing the public or private markets from time to time to issue securities to finance certain capital expenditures of the Issuer or to refinance securities previously issued by the Issuer, which will require the Issuer to comply with various laws and administrative rules related thereto;

WHEREAS, the Board requires legal counsel that specializes in public finance matters and is well versed in providing bond counsel legal services pertaining to the Issuer’s issuance of securities;

WHEREAS, the payment of legal services in connection with the issuance of municipal securities shall be contingent on the Issuer’s successful issuance of such securities and shall be payable from proceeds of such securities;

WHEREAS, the Board desires to engage Leon Alcala, PLLC to provide the Issuer with bond counsel legal services on all of the Issuer’s publicly offered or privately placed securities issues and an engagement agreement for bond counsel legal services pertaining to the Issuer’s anticipated future issuances of securities is attached hereto as **Exhibit A** (the “Engagement Agreement”);

WHEREAS, Subchapter C of Chapter 2254 of the Texas Government Code (“Chapter 2254”) requires that a political subdivision of the State, including the Issuer, enter into a contingent fee contract for legal services only after: (i) the governing body of the political subdivision has provided written notice to the public stating certain provisions enumerated within Chapter 2254; (ii) the governing body of the political subdivision approved such contract in an open meeting called for the purposes of considering such contract; (iii) the governing body of the political subdivision has stated in writing certain findings made by the governing body upon the approval of such contract; and (iv) the Texas Attorney General need not approve the Engagement Agreement pursuant to the exception provided by Section 2254.102(e) of the Texas Government Code;

WHEREAS, the Issuer caused notice of this resolution (the “Resolution”), this meeting, and certain provisions enumerated within Chapter 2254 to be provided to the public in accordance with the Texas Open Meetings Act and Chapter 2254;

WHEREAS, the meeting at which this Resolution is being considered is an open meeting called, in part, for the purposes of considering (i) the need for obtaining the bond counsel legal services that are the subject of the Engagement Agreement, (ii) the terms of the Engagement Agreement, (iii) the competence, qualifications, and experience of Leon Alcala, PLLC, and (iv) the reasons the Engagement Agreement is in the best interest of the residents of the Issuer and in compliance with Chapter 2254; and

WHEREAS, the Board hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THREE WAY INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 2. The Board hereby finds that: (i) there is a substantial need for the bond counsel legal services that are the subject of the Engagement Agreement with Leon Alcalá, PLLC; (ii) the Issuer does not currently employ attorneys and supporting personnel qualified to provide bond counsel legal services; (iii) the bond counsel legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the bond counsel legal services will be obtained and without imposing an unnecessary cost and burden on the Issuer's finances; and (iv) the relationship between the Issuer or the Board and Leon Alcalá, PLLC is not improper and would not appear improper to a reasonable person.

SECTION 3. Based on the findings by the Board described above, the Board hereby approves the Issuer entering into the Engagement Agreement with Leon Alcalá, PLLC and authorizes the District's Superintendent, the President of the Board and/or their designees to execute the Engagement Agreement and to request a transfer of the District's files from the District's prior bond counsel and/or other counsel whom may have client files relating to the District's public securities.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED on this _____.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

EXHIBIT A

Engagement Agreement

[To be attached]

[Date], 2024

Dr. William T Ott, Superintendent
Three Way Independent School District
247 CR 207
Stephenville, Texas 76401

Re: Bond Counsel Services for Three Way Independent School District

Dear Dr. Ott:

We are very pleased to have the opportunity to serve as bond counsel for the Three Way Independent School District (the “District” or the “Client”). This engagement letter and the Standard Terms of Engagement attached hereto (collectively, the “Agreement”) will set out the terms under which Leon Alcala, PLLC (“Bond Counsel”) will serve as bond counsel with respect to bonds and other obligations that the District intends to issue, subject to voter approval, as necessary, and with respect to any equipment notes or similar contractual obligations, tax and/or revenue notes and for any refunding or variable rate bonds of the District, whether currently outstanding or to be issued. Such bonds, notes and obligations are collectively referred to in this letter as the “Bonds.”

The following is based on our standard form of engagement letter. We do not intend this letter to be difficult to understand or filled with “legalese.” Please let us know if there is anything you do not fully understand or if there are any changes you would like us to make in order to better tailor the terms of our engagement to the needs of the District.

1. Scope of Services. Bond Counsel shall perform the following legal services:
 - (1) Analysis of the structure of the Bonds under Texas law and, if applicable, the eligibility to finance with tax-exempt bonds under federal tax law.
 - (2) Consultation with representatives of the District, the financial adviser, underwriters, underwriters’ counsel, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
 - (3) Preparation of documents to be adopted or entered into by the District required for the authorization, sale and issuance of the Bonds (excluding, if applicable, the Bond Purchase Agreement to be prepared by underwriters’ counsel), including preparation of the Bond Order or other authorizing instruments, Paying Agent/Registrar Agreement, Escrow Agreement and the other Bond Documents (the “Major Legal Documents”).
 - (4) Preparation of the Continuing Disclosure Agreement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

(5) Preparation of summaries of the Major Legal Documents included in the Official Statement.

(6) Attendance at such meetings or hearings of the District and working group meetings or conference calls as the District may request.

(7) Preparation of final closing papers to be executed by the District required to effect delivery of the Bonds and coordination of the Bond closing.

(8) Rendering of Bond Counsel's customary form of final legal opinion to the District on the validity of the Bonds and, if applicable, the tax-exempt status of interest thereon and, if applicable, customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in any Official Statement of the Major Legal Documents and, if applicable, the tax portion of said final legal opinion and certain other matters, if applicable.

(9) Preparation and dissemination of electronic closing transcripts.

In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the District and other parties and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Bond Counsel's firm not working directly on any Bond issue will not be imputed to Bond Counsel nor shall there be any duty on the part of Bond Counsel to make any inquiry of such other attorneys or non-attorneys.

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding, audit or investigation involving any of the Bonds or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content or dissemination of the Official Statement (except as may be otherwise explicitly set forth in our formal closing opinion(s)). Bond Counsel services do not include any financial advice, analysis of data or mathematical verification. Also, Bond Counsel services will not include services related to rebate or other post issuance tax compliance, disclosure counsel services, or continuing disclosure counsel services (although Bond Counsel may be available for separate engagement to provide any or all of such services pursuant to separate contract). The Client agrees that Bond Counsel may, to the extent Bond Counsel determines same is necessary, utilize special tax or other co-counsel from time to time in performing the services contemplated hereunder; provided, however, that the fees and expenses due from the Client for all services and related expenses shall be limited to the amounts contemplated herein.

2. Fees. Except as otherwise mutually agreed, Bond Counsel's fees and expenses shall be as set forth in Sections 2 through 4 hereof. Bond Counsel will be paid a fixed fee for each series of Bonds issued by the District equal to [the sum of \$22,500, plus \$0.75 per \$1,000 of the principal of and any net premium on Bonds issued, subject to the adjustments described in this

Section]¹, **OR** [the sum of \$1 per \$1,000 of the principal of and any net premium on Bonds issued, subject to a minimum fee of \$25,000 and the other adjustments described in this Section]². For legal services related to Bond and other elections, Bond Counsel will also be paid a fixed fee of [\$15,000]³ for all work relating to the conduct of each election (which shall only be due and payable at the time of the issuance of Bonds). For legal services related to cash defeasances/redemptions, Bond Counsel will be paid a fixed fee of \$[5,000]⁴ (which shall only be due and payable at the time of funding for the defeasance/redemption). For all other services, Bond Counsel and the District shall mutually agree upon the appropriate fee for such services. Further, the fixed amounts described herein will be subject to an annual adjustment not to exceed 3% to account for inflation for each year following the year this Agreement is executed.

3. Expenses. In addition to the fees provided above, the District will pay Bond Counsel for costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) Texas Attorney General review fees, third-party translation services related to a bond election, filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcripts and other similar expenses. Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by the District, but if paid by the Bond Counsel on behalf of the District, shall be reimbursed to Bond Counsel on demand. Payment in respect of such costs and expenses will be fixed at [\$1,500]⁵, exclusive of the Texas Attorney General review fees, third-party translation services related to a bond election and extraordinary expenses, provided, however, that any extraordinary expenses shall be approved by the District prior to such expenses being incurred.

4. Payment. Fees and expenses shall be payable by the District within seven (7) days after the issuance of each series of Bonds. Payment of all fees and expenses hereunder shall be made from proceeds of the Bonds, or otherwise as mutually determined by the District and Bond Counsel and shall be entirely contingent upon issuance of each series of Bonds.

5. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause.

6. Nature of Engagement; Client Relationships with Other Parties. The role of Bond Counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide a legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

¹ Option 1 should be used for almost all districts.

² Option 2 can be used for the largest districts we represent.

³ Consider whether another amount is appropriate, but this should typically be used.

⁴ Consider whether another amount is appropriate, but this should typically be used.

⁵ Consider whether another amount is appropriate, but this should typically be used.

The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, lenders, contractors, suppliers, financial and other consultants/advisors and others who may have a role or interest in the Bond financing or that may be involved with or adverse to the District in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, District acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and the District specifically consents to any and all such relationships.

7. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and Bond Counsel.

8. Legislative Contracting Requirements.

Pursuant to Section 2271.002 of the Texas Government Code, Bond Counsel certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) 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, Bond Counsel shall promptly notify the District.

Bond Counsel verifies that: (1) it does not, and will not for the duration hereof, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply hereto. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

If Bond Counsel is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Bond Counsel verifies 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, Bond Counsel shall promptly notify the District.

9. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

If the foregoing and the attached Standard Terms of Engagement are acceptable to the District, please so indicate by returning the enclosed copy of this letter, signed by an authorized officer, and retain an original for your files. Thank you again for this opportunity. We look forward to working with you.

[Signature page follows]

LEON ALCALA, PLLC

By: 

Sara Hardner Leon, Partner

**THREE WAY INDEPENDENT SCHOOL
DISTRICT**

By: _____

Title: _____

STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Bond Counsel, the following provisions shall apply to the relationship between Bond Counsel and the Client.

1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client, does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the matters described in the engagement letter (collectively, the “Matter”), we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

2. Scope of Engagement

The scope of Bond Counsel’s representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Bond Counsel may in their mutual discretion agree to from time to time. In each case, Bond Counsel’s agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Bond Counsel may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Bond Counsel and Client entered into in connection with such expansion of the scope of Bond Counsel’s representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Bond Counsel’s current representation of the Client and to any subsequent matters that Bond Counsel agrees to undertake on the Client’s behalf.

3. Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client’s adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to many clients, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Bond Counsel’s current practice areas and the industries in which we represent clients can be found on Bond Counsel’s web site at www.leonalcala.com.) We will, of course, hold in confidence the Client’s secrets and

confidences. Similarly, the Client understands that while Bond Counsel may obtain confidential information from other clients that may be of interest to the Client, Bond Counsel cannot share such information with the Client. The Client acknowledges that the Client has had the opportunity to consult with its in-house or separate counsel about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Bond Counsel from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (including our internal counsel, if any, other firm lawyers working with our internal counsel who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Bond Counsel and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Bond Counsel and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Bond Counsel's own attorney client privilege.

5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Bond Counsel for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

6. Fees, Costs and Disbursements

We will bill the Client on a monthly basis for our services, unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached. Our bills are payable promptly upon receipt, with payment required no later than 30 days following our invoice date.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached or unless we otherwise agree on a fee structure for work performed or to be performed, our fees are based on the amount of time we spend on the Matter. Each Bond Counsel attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, in addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Bond Counsel’s direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Bond Counsel’s disbursement policies is available upon request.

Unless special arrangements are made, Bond Counsel does not take responsibility for paying fees and expenses of third parties, which will be the Client’s responsibility and may be billed directly to the Client.

If any claim or action is brought against Bond Counsel or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Bond Counsel or any current or former attorney or employee of Bond Counsel is asked or required by a third party to testify or produce documents as a result of Bond Counsel’s representation of the Client, the Client agrees to pay Bond Counsel for any resulting costs or expenses, including Bond Counsel’s time, even if Bond Counsel’s representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Bond Counsel.

The obligation to timely pay our bills is solely the Client’s and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client’s receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Bond Counsel may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Bond Counsel also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Bond Counsel's advice on a material matter, or any fact or circumstance that arises, in Bond Counsel's view, renders our continuing representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

8. Date of Termination

Bond Counsel's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Bond Counsel's withdrawal from the representation, (iii) the substantial completion of Bond Counsel's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

9. Client Files (Cloud Storage, Retention and Disposition)

Bond Counsel recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services. Data and documents, including client confidential data uploaded to a cloud computing service rather than stored on equipment or servers controlled by Bond Counsel may be less secure and less confidential than clients expect. If the Client does not wish to have its information and data stored with third party cloud service providers, the Client must advise Bond Counsel not to do so. If the Client requests or directs Bond Counsel to use cloud computing services other than those services provided by Bond Counsel, the Client agrees that Bond Counsel is not responsible for, and agrees to indemnify and hold Bond Counsel harmless from and against any and all claims, suits and actions, arising from use of the cloud computing service requested by the Client, including any security or confidentiality breaches that occur.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagement. Bond Counsel may charge the Client for the reasonable costs of retrieval, assembly, copying, storage and transfer of all files or materials in any format. If Bond Counsel determines it appropriate to dispose of materials relating to the Matter, Bond Counsel will provide you written notice of that determination. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that “materials” include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

10. Disputes

Although we think it is unlikely, a dispute could arise between us regarding some aspect of the engagement and Bond Counsel’s representation of the Client. Any such dispute, whether a claim by the Client against Bond Counsel or by Bond Counsel against the Client, including claims for unpaid fees and charges, negligence, quality of services, breach of contract or fiduciary duty, fraud or any other claims arising out of or relating to any aspect of the engagement, this agreement, or our representation of the Client is referred to herein as a “Dispute.” We agree to attempt, in good faith, to resolve all Disputes amongst ourselves prior to pursuing formal dispute resolution proceedings.

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 toll free 1.800.932.1900.

11. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Bond Counsel with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Bond Counsel has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

ATTACHMENT – TEXAS LAWYER’S CREED

THE TEXAS LAWYER’S CREED A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.
 6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
 7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
 8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
 9. I will advise my client that we will not pursue any course of action which is without merit.
 10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
 11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
-

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchermann, Jr.
Judges

A RESOLUTION TO APPROVE A CONTINGENCY FEE ENGAGEMENT LETTER WITH LEON ALCALA, PLLC TO SERVE AS BOND COUNSEL AND OTHER RELATED MATTERS

WHEREAS, the Board of Trustees (the “Board”) of the Three Way Independent School District (the “Issuer”) anticipates accessing the public or private markets from time to time to issue securities to finance certain capital expenditures of the Issuer or to refinance securities previously issued by the Issuer, which will require the Issuer to comply with various laws and administrative rules related thereto;

WHEREAS, the Board requires legal counsel that specializes in public finance matters and is well versed in providing bond counsel legal services pertaining to the Issuer’s issuance of securities;

WHEREAS, the payment of legal services in connection with the issuance of municipal securities shall be contingent on the Issuer’s successful issuance of such securities and shall be payable from proceeds of such securities;

WHEREAS, the Board desires to engage Leon Alcala, PLLC to provide the Issuer with bond counsel legal services on all of the Issuer’s publicly offered or privately placed securities issues and an engagement agreement for bond counsel legal services pertaining to the Issuer’s anticipated future issuances of securities is attached hereto as **Exhibit A** (the “Engagement Agreement”);

WHEREAS, Subchapter C of Chapter 2254 of the Texas Government Code (“Chapter 2254”) requires that a political subdivision of the State, including the Issuer, enter into a contingent fee contract for legal services only after: (i) the governing body of the political subdivision has provided written notice to the public stating certain provisions enumerated within Chapter 2254; (ii) the governing body of the political subdivision approved such contract in an open meeting called for the purposes of considering such contract; (iii) the governing body of the political subdivision has stated in writing certain findings made by the governing body upon the approval of such contract; and (iv) the Texas Attorney General need not approve the Engagement Agreement pursuant to the exception provided by Section 2254.102(e) of the Texas Government Code;

WHEREAS, the Issuer caused notice of this resolution (the “Resolution”), this meeting, and certain provisions enumerated within Chapter 2254 to be provided to the public in accordance with the Texas Open Meetings Act and Chapter 2254;

WHEREAS, the meeting at which this Resolution is being considered is an open meeting called, in part, for the purposes of considering (i) the need for obtaining the bond counsel legal services that are the subject of the Engagement Agreement, (ii) the terms of the Engagement Agreement, (iii) the competence, qualifications, and experience of Leon Alcala, PLLC, and (iv) the reasons the Engagement Agreement is in the best interest of the residents of the Issuer and in compliance with Chapter 2254; and

WHEREAS, the Board hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THREE WAY INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 2. The Board hereby finds that: (i) there is a substantial need for the bond counsel legal services that are the subject of the Engagement Agreement with Leon Alcalá, PLLC; (ii) the Issuer does not currently employ attorneys and supporting personnel qualified to provide bond counsel legal services; (iii) the bond counsel legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the bond counsel legal services will be obtained and without imposing an unnecessary cost and burden on the Issuer's finances; and (iv) the relationship between the Issuer or the Board and Leon Alcalá, PLLC is not improper and would not appear improper to a reasonable person.

SECTION 3. Based on the findings by the Board described above, the Board hereby approves the Issuer entering into the Engagement Agreement with Leon Alcalá, PLLC and authorizes the District's Superintendent, the President of the Board and/or their designees to execute the Engagement Agreement and to request a transfer of the District's files from the District's prior bond counsel and/or other counsel whom may have client files relating to the District's public securities.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED on this _____.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

EXHIBIT A

Engagement Agreement

[To be attached]

February 13, 2024

Dr. William T Ott, Superintendent
Three Way Independent School District
247 CR 207
Stephenville, Texas 76401

Re: Bond Counsel Services for Three Way Independent School District

Dear Dr. Ott:

We are very pleased to have the opportunity to serve as bond counsel for the Three Way Independent School District (the “District” or the “Client”). This engagement letter and the Standard Terms of Engagement attached hereto (collectively, the “Agreement”) will set out the terms under which Leon Alcala, PLLC (“Bond Counsel”) will serve as bond counsel with respect to bonds and other obligations that the District intends to issue, subject to voter approval, as necessary, and with respect to any equipment notes or similar contractual obligations, tax and/or revenue notes and for any refunding or variable rate bonds of the District, whether currently outstanding or to be issued. Such bonds, notes and obligations are collectively referred to in this letter as the “Bonds.”

The following is based on our standard form of engagement letter. We do not intend this letter to be difficult to understand or filled with “legalese.” Please let us know if there is anything you do not fully understand or if there are any changes you would like us to make in order to better tailor the terms of our engagement to the needs of the District.

1. Scope of Services. Bond Counsel shall perform the following legal services:

(1) Analysis of the structure of the Bonds under Texas law and, if applicable, the eligibility to finance with tax-exempt bonds under federal tax law.

(2) Consultation with representatives of the District, the financial adviser, underwriters, underwriters’ counsel, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.

(3) Preparation of documents to be adopted or entered into by the District required for the authorization, sale and issuance of the Bonds (excluding, if applicable, the Bond Purchase Agreement to be prepared by underwriters’ counsel), including preparation of the Bond Order or other authorizing instruments, Paying Agent/Registrar Agreement, Escrow Agreement and the other Bond Documents (the “Major Legal Documents”).

(4) Preparation of the Continuing Disclosure Agreement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

(5) Preparation of summaries of the Major Legal Documents included in the Official Statement.

(6) Attendance at such meetings or hearings of the District and working group meetings or conference calls as the District may request.

(7) Preparation of final closing papers to be executed by the District required to effect delivery of the Bonds and coordination of the Bond closing.

(8) Rendering of Bond Counsel's customary form of final legal opinion to the District on the validity of the Bonds and, if applicable, the tax-exempt status of interest thereon and, if applicable, customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in any Official Statement of the Major Legal Documents and, if applicable, the tax portion of said final legal opinion and certain other matters, if applicable.

(9) Preparation and dissemination of electronic closing transcripts.

In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the District and other parties and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Bond Counsel's firm not working directly on any Bond issue will not be imputed to Bond Counsel nor shall there be any duty on the part of Bond Counsel to make any inquiry of such other attorneys or non-attorneys.

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding, audit or investigation involving any of the Bonds or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content or dissemination of the Official Statement (except as may be otherwise explicitly set forth in our formal closing opinion(s)). Bond Counsel services do not include any financial advice, analysis of data or mathematical verification. Also, Bond Counsel services will not include services related to rebate or other post issuance tax compliance, disclosure counsel services, or continuing disclosure counsel services (although Bond Counsel may be available for separate engagement to provide any or all of such services pursuant to separate contract). The Client agrees that Bond Counsel may, to the extent Bond Counsel determines same is necessary, utilize special tax or other co-counsel from time to time in performing the services contemplated hereunder; provided, however, that the fees and expenses due from the Client for all services and related expenses shall be limited to the amounts contemplated herein.

2. Fees. Except as otherwise mutually agreed, Bond Counsel's fees and expenses shall be as set forth in Sections 2 through 4 hereof. Bond Counsel will be paid a fixed fee for each series of Bonds issued by the District equal to the sum of \$22,500, plus \$0.75 per \$1,000 of the principal of and any net premium on Bonds issued, subject to the adjustments described in this Section. For legal services related to Bond and other elections, Bond Counsel will also be paid a fixed fee of \$15,000 for all work relating to the conduct of each election (which shall only be due

and payable at the time of the issuance of Bonds). For legal services related to cash defeasances/redemptions, Bond Counsel will be paid a fixed fee of \$5,000 (which shall only be due and payable at the time of funding for the defeasance/redemption). For all other services, Bond Counsel and the District shall mutually agree upon the appropriate fee for such services. Further, the fixed amounts described herein will be subject to an annual adjustment not to exceed 3% to account for inflation for each year following the year this Agreement is executed.

3. Expenses. In addition to the fees provided above, the District will pay Bond Counsel for costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) Texas Attorney General review fees, third-party translation services related to a bond election, filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcripts and other similar expenses. Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by the District, but if paid by the Bond Counsel on behalf of the District, shall be reimbursed to Bond Counsel on demand. Payment in respect of such costs and expenses will be fixed at \$1,500, exclusive of the Texas Attorney General review fees, third-party translation services related to a bond election and extraordinary expenses, provided, however, that any extraordinary expenses shall be approved by the District prior to such expenses being incurred.

4. Payment. Fees and expenses shall be payable by the District within seven (7) days after the issuance of each series of Bonds. Payment of all fees and expenses hereunder shall be made from proceeds of the Bonds, or otherwise as mutually determined by the District and Bond Counsel and shall be entirely contingent upon issuance of each series of Bonds.

5. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause.

6. Nature of Engagement; Client Relationships with Other Parties. The role of Bond Counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide a legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, lenders, contractors, suppliers, financial and other consultants/advisors and others who may have a role or interest in the Bond financing or that may be involved with or adverse to the District in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, District acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential

conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and the District specifically consents to any and all such relationships.

7. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and Bond Counsel.

8. Legislative Contracting Requirements.

Pursuant to Section 2271.002 of the Texas Government Code, Bond Counsel certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) 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, Bond Counsel shall promptly notify the District.

Bond Counsel verifies that: (1) it does not, and will not for the duration hereof, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply hereto. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

If Bond Counsel is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Bond Counsel verifies 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, Bond Counsel shall promptly notify the District.

9. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

If the foregoing and the attached Standard Terms of Engagement are acceptable to the District, please so indicate by returning the enclosed copy of this letter, signed by an authorized officer, and retain an original for your files. Thank you again for this opportunity. We look forward to working with you.

[Signature page follows]

LEON ALCALA, PLLC

By: 

Sara Hardner Leon, Partner

**THREE WAY INDEPENDENT SCHOOL
DISTRICT**

By: _____

Title: _____

STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Bond Counsel, the following provisions shall apply to the relationship between Bond Counsel and the Client.

1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client, does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the matters described in the engagement letter (collectively, the “Matter”), we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

2. Scope of Engagement

The scope of Bond Counsel’s representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Bond Counsel may in their mutual discretion agree to from time to time. In each case, Bond Counsel’s agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Bond Counsel may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Bond Counsel and Client entered into in connection with such expansion of the scope of Bond Counsel’s representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Bond Counsel’s current representation of the Client and to any subsequent matters that Bond Counsel agrees to undertake on the Client’s behalf.

3. Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client’s adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to many clients, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Bond Counsel’s current practice areas and the industries in which we represent clients can be found on Bond Counsel’s web site at www.leonalcala.com.) We will, of course, hold in confidence the Client’s secrets and

confidences. Similarly, the Client understands that while Bond Counsel may obtain confidential information from other clients that may be of interest to the Client, Bond Counsel cannot share such information with the Client. The Client acknowledges that the Client has had the opportunity to consult with its in-house or separate counsel about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Bond Counsel from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (including our internal counsel, if any, other firm lawyers working with our internal counsel who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Bond Counsel and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Bond Counsel and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Bond Counsel's own attorney client privilege.

5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Bond Counsel for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

6. Fees, Costs and Disbursements

We will bill the Client on a monthly basis for our services, unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached. Our bills are payable promptly upon receipt, with payment required no later than 30 days following our invoice date.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached or unless we otherwise agree on a fee structure for work performed or to be performed, our fees are based on the amount of time we spend on the Matter. Each Bond Counsel attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, in addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Bond Counsel’s direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Bond Counsel’s disbursement policies is available upon request.

Unless special arrangements are made, Bond Counsel does not take responsibility for paying fees and expenses of third parties, which will be the Client’s responsibility and may be billed directly to the Client.

If any claim or action is brought against Bond Counsel or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Bond Counsel or any current or former attorney or employee of Bond Counsel is asked or required by a third party to testify or produce documents as a result of Bond Counsel’s representation of the Client, the Client agrees to pay Bond Counsel for any resulting costs or expenses, including Bond Counsel’s time, even if Bond Counsel’s representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Bond Counsel.

The obligation to timely pay our bills is solely the Client’s and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client’s receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Bond Counsel may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Bond Counsel also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Bond Counsel's advice on a material matter, or any fact or circumstance that arises, in Bond Counsel's view, renders our continuing representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

8. Date of Termination

Bond Counsel's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Bond Counsel's withdrawal from the representation, (iii) the substantial completion of Bond Counsel's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

9. Client Files (Cloud Storage, Retention and Disposition)

Bond Counsel recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services. Data and documents, including client confidential data uploaded to a cloud computing service rather than stored on equipment or servers controlled by Bond Counsel may be less secure and less confidential than clients expect. If the Client does not wish to have its information and data stored with third party cloud service providers, the Client must advise Bond Counsel not to do so. If the Client requests or directs Bond Counsel to use cloud computing services other than those services provided by Bond Counsel, the Client agrees that Bond Counsel is not responsible for, and agrees to indemnify and hold Bond Counsel harmless from and against any and all claims, suits and actions, arising from use of the cloud computing service requested by the Client, including any security or confidentiality breaches that occur.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagement. Bond Counsel may charge the Client for the reasonable costs of retrieval, assembly, copying, storage and transfer of all files or materials in any format. If Bond Counsel determines it appropriate to dispose of materials relating to the Matter, Bond Counsel will provide you written notice of that determination. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that “materials” include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

10. Disputes

Although we think it is unlikely, a dispute could arise between us regarding some aspect of the engagement and Bond Counsel’s representation of the Client. Any such dispute, whether a claim by the Client against Bond Counsel or by Bond Counsel against the Client, including claims for unpaid fees and charges, negligence, quality of services, breach of contract or fiduciary duty, fraud or any other claims arising out of or relating to any aspect of the engagement, this agreement, or our representation of the Client is referred to herein as a “Dispute.” We agree to attempt, in good faith, to resolve all Disputes amongst ourselves prior to pursuing formal dispute resolution proceedings.

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 toll free 1.800.932.1900.

11. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Bond Counsel with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Bond Counsel has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

ATTACHMENT – TEXAS LAWYER’S CREED

THE TEXAS LAWYER’S CREED A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.
 6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
 7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
 8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
 9. I will advise my client that we will not pursue any course of action which is without merit.
 10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
 11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
-

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchermann, Jr.
Judges

ORDER CALLING SCHOOL BUILDING BOND ELECTION

WHEREAS, the Board of Trustees (the “Board”) of the Three Way Independent School District (the “District”) has the power to issue bonds pursuant to Chapter 45, Texas Education Code; and

WHEREAS, the Board has determined that it is necessary and appropriate to call and conduct an election to obtain voter authorization for the issuance of such bonds; and

WHEREAS, the District may enter into one or more election agreements (the “Election Agreements”) with Erath County (the “County”), by and through the County’s election administrator or other election officer (the “Administrator”) and possibly other political subdivisions (the “Participants”), in accordance with the laws of the State of Texas (the “State”) and applicable federal law.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE THREE WAY INDEPENDENT SCHOOL DISTRICT:

Section 1. Call of Election; Date; Eligible Electors; and Hours. An election (the “Election”) shall be held on May 4, 2024 (“Election Day”), which is seventy-eight (78) or more days from the date of the adoption of this order (the “Election Order”), within and throughout the territory of the District at which all resident, qualified electors of the District shall be entitled to vote. The Board hereby finds that holding the Election on such date is in the public interest. The hours during which the polling places are to be open on Election Day shall be from 7:00 a.m. to 7:00 p.m.

Section 2. Polling Places; Election Officers. One or more school election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the school election precincts as identified in Exhibit A attached hereto. Unless inconsistent with the Election Agreements, a single precinct is designated to cover the District in the event that precincts are not specified within Exhibit A. The precinct judges and alternate judges for the Election shall be appointed in accordance with the Texas Election Code (the “Election Code”).

In the event that the Superintendent, or the Superintendent’s designee, shall determine from time to time that (a) a polling place hereafter designated shall become unavailable or unsuitable for such use, or it would be in the District’s best interests to relocate such polling place, or (b) a presiding judge or alternate presiding judge hereafter designated shall become unqualified or unavailable, the Superintendent, or the Superintendent’s designee, is hereby authorized to designate and appoint in writing a substitute polling place, presiding judge or alternate presiding judge, and correct or modify the exhibits to this Election Order, giving such notice as is required by the Election Code and as deemed sufficient.

Section 3. Proposition(s). At the Election there shall be submitted to the resident, qualified electors of the District the following proposition (the “Proposition”):

THREE WAY INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

SHALL THE BOARD OF TRUSTEES (THE “BOARD”) OF THE THREE WAY INDEPENDENT SCHOOL DISTRICT (THE “DISTRICT”) BE AUTHORIZED TO ISSUE BONDS OF THE DISTRICT, IN ONE OR MORE SERIES OR INSTALLMENTS, IN THE AMOUNT OF \$7,500,000 FOR THE CONSTRUCTION, ACQUISITION, REHABILITATION, RENOVATION, EXPANSION AND EQUIPMENT OF SCHOOL BUILDINGS, WHICH BONDS SHALL MATURE, BEAR INTEREST AND BE ISSUED AND SOLD IN ACCORDANCE WITH LAW AT THE TIME OF ISSUANCE; AND SHALL THE BOARD BE AUTHORIZED TO LEVY, IMPOSE AND PLEDGE, AND CAUSE TO BE ASSESSED AND COLLECTED, ANNUAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY IN THE DISTRICT SUFFICIENT, WITHOUT LIMIT AS TO RATE OR AMOUNT, TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS, AND THE COSTS OF ANY CREDIT AGREEMENTS (INCLUDING CREDIT AGREEMENTS EXECUTED OR AUTHORIZED IN ANTICIPATION OF, IN RELATION TO, OR IN CONNECTION WITH THE BONDS), ALL AS AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA?

Section 4. Ballots. The ballots shall conform to the requirements of the Election Code and shall allow voters to vote “FOR” or “AGAINST” the following ballot measure:

THREE WAY INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

THE ISSUANCE OF \$7,500,000 OF BONDS FOR THE CONSTRUCTION, ACQUISITION, REHABILITATION, RENOVATION, EXPANSION AND EQUIPMENT OF SCHOOL BUILDINGS, AND THE LEVY AND IMPOSITION OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS. THIS IS A PROPERTY TAX INCREASE.

Section 5. Voting. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this Section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this Section). As required by the Election Code, the District shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Paper ballots may be used for early voting by mail.

Each voter desiring to vote in favor of the Proposition shall mark the ballot indicating “FOR” the Proposition, and each voter desiring to vote against the Proposition shall mark the ballot indicating “AGAINST” the Proposition. Voting will be conducted in accordance with the Election Code.

Section 6. Early Voting. The Board hereby appoints the Administrator as the regular early voting clerk. Early voting, both by personal appearance and by mail, will be conducted in accordance with the Election Code. Early voting by personal appearance shall be conducted at the locations, on the dates and at the times as shown in **Exhibit B**. For the use of those voters who are entitled by law to vote early by mail, the early voting clerk shall provide each voter with a ballot with instructions to mark the ballot indicating his or her vote “FOR” or “AGAINST” the Proposition. The contact information for the Administrator (including the mailing address to which ballot applications and ballots voted by mail may be sent) is as follows:

Name: Sharlene Talamantes

Official Mailing Address: 100 W. Washington St., Stephenville 76401

Physical Address: 100 W. Washington St., Courthouse, 1st Floor, Stephenville 76401

E-mail Address: vote@co.erath.tx.us and countyclerkinfo@co.erath.tx.us

Phone Number: (254) 459-5002

Fax Number: (254) 434-2768

Website Address: <https://www.co.erath.tx.us/186/Current-Elections>

The Administrator is hereby authorized and directed to designate the early voting ballot board and other officers required to conduct early voting for the Election.

Section 7. Conduct of Election. The Election shall be conducted by election officers, including the judges and alternate judges or clerks appointed by the Board, in accordance with the Election Agreements, the Education Code, the Election Code and the Constitution and laws of the State and the United States of America. The President of the Board of Trustees, the Superintendent, and their respective designees, are authorized to enter into, execute and deliver one or more Election Agreements, in accordance with applicable provisions of the Election Code. The terms and provisions of each Election Agreement are hereby incorporated into this Election Order and are hereby approved. To the extent of any conflict between this Election Order and an Election Agreement, the terms and provisions of the Election Agreement shall prevail, and the President of the Board of Trustees, the Superintendent, and their respective designees, are authorized to make such corrections, changes, revisions and modifications to this Election Order, including the exhibits hereto, as are deemed necessary or appropriate to conform to the Election Agreement, to comply with applicable state and federal law and to carry out the intent of the Board, as evidenced by this Election Order. The Administrator shall be responsible for establishing the central counting station for the ballots cast in the Election and appointing the personnel necessary for such station.

Section 8. Bilingual Election Materials. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in English and Spanish (as well Chinese and/or Vietnamese if required by applicable law) and persons capable of acting as translators in English and Spanish (as well Chinese and/or Vietnamese if required by applicable law) shall be made available to assist voters in understanding and participating in the election process.

Section 9. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. The ballots shall be counted by one or more teams of election officers assigned by the presiding judges, each team to consist of two or more election officers. After completion of his responsibilities under the Election Code, including the counting of the voted ballots and the

tabulation of the results, the presiding judge shall make a written return of the Election results to the District in accordance with the Election Code. The Board shall canvass the returns and declare the results of the Election.

If a majority of the resident, qualified electors of the District voting at the Election, including those voting early, shall vote in favor of the Proposition, then the issuance and sale of the bonds described in the Proposition shall be authorized in the maximum amount contained therein, and the bonds shall be issued and sold at the price or prices and in such denominations determined by the Board to be in the District's best interest. Proceeds of bonds issued and sold pursuant to the Proposition shall be used in accordance with any limitations imposed by Section 45.003(g), Education Code and any unspent proceeds shall be used in accordance with Section 45.1105, Education Code.

Section 10. Training of Election Officials. Pursuant to the Election Code, a public school of instruction for all election officers and clerks may be held as arranged or contracted by the Administrator.

Section 11. Notice of Election; Voter Information Document. Notice of the Election shall be given in the manner required by the Election Code and other applicable law. To the extent required by law, the notice of the Election shall include the District's internet website address, which is <https://www.twisd.us>.

A voter information document for the Proposition in the form attached hereto as **Exhibit C** is hereby approved, together with such revisions as may be approved by the Superintendent or the Superintendent's designees, and shall be posted and provided in accordance with law.

Section 12. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Election Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for a least seventy-two (72) hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by the District in connection with providing such notice, both as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Election Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 13. Mandatory Statement of Information. (a) Pursuant to Section 3.009, Texas Election Code: (i) the proposition language that will appear on the ballot is set forth in Section 4 of this Election Order, (ii) the purposes for which the bonds are to be authorized are set forth in Section 3 of this Election Order, (iii) the principal amount of bonds to be authorized is set forth in Section 3 of this Election Order, (iv) if the issuance of bonds is authorized by voters, taxes sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the costs of any credit agreements may be imposed, as set forth in Section 3 of this Election Order, (v) bonds authorized pursuant to this Election Order may be issued to mature over a specified number of years not to exceed the lesser of forty (40) years or the maximum number of years authorized by law and bearing interest at the rate or rates (not to exceed 15%), as authorized by

law and determined by the Board, (vi) as of the date of the adoption of this Election Order, the aggregate amount of outstanding principal of the District's debt obligations is \$0.00 and the aggregate amount of outstanding interest on the District's debt obligations is \$0.00, and (vii) the District's ad valorem debt service tax rate as of the date of adoption of this Election Order is \$0.00 per \$100 valuation of taxable property.

(b) Based upon market conditions as of the date of this Election Order, the maximum net effective interest rate for any series of the bonds is estimated to be [5.25]%. Such estimated maximum interest rate is provided as a matter of information but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. In addition, the estimate contained in this subsection (b) is (i) based on certain assumptions (including assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 3.009, Texas Election Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to and does not give rise to a contract with voters or limit the authority of the Board to issue bonds in accordance with the Proposition submitted by this Election Order.

Section 14. Authority of the Superintendent. The Superintendent shall have the authority to take, or cause to be taken, all reasonable or necessary actions to ensure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed. Without limiting the generality of the immediately preceding sentence, the Superintendent and the Superintendent's designees are hereby authorized to complete and update, as necessary, the exhibits hereto with the necessary information as same is made available to the District.

Section 15. Authorization to Execute. The President or Vice President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Election Order on behalf of the Board; and the President or Vice President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 16. Effective Date. This Election Order is effective immediately upon its passage and approval.

[Signature page follows]

PASSED AND APPROVED this February 13, 2024.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

EXHIBIT A¹

Election Day Polling Place Information

[To be inserted upon receipt from the County]

¹ This Exhibit shall be updated by the Superintendent, the Superintendent's designee(s) and/or the District's Bond Counsel with information as and when received from the County.

EXHIBIT B²

Early Voting Polling Place Information

[To be inserted upon receipt from the County]

² This Exhibit shall be updated by the Superintendent, the Superintendent's designee(s) and/or the District's Bond Counsel with information as and when received from the County.

EXHIBIT C³

VOTER INFORMATION DOCUMENT

THREE WAY INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

FOR THE ISSUANCE OF \$7,500,000 OF BONDS FOR THE CONSTRUCTION, ACQUISITION, REHABILITATION, RENOVATION, EXPANSION AND EQUIPMENT OF SCHOOL BUILDINGS, AND THE LEVY AND IMPOSITION OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS. THIS IS A PROPERTY TAX INCREASE.

AGAINST

1. Principal of the debt obligations to be authorized	\$7,500,000
2. Estimated interest for the debt obligations to be authorized	\$[]
3. Estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized	\$[]
4. Principal of all outstanding debt obligations of the District*	\$0.00
5. Estimated remaining interest on all outstanding debt obligations of the District*	\$0.00
6. Estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the District*	\$0.00
7. Estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved, based upon assumptions made by the governing body of the District	\$0.00
8. Other information that the District considers relevant or necessary to explain the foregoing information	See major assumptions listed below.

* As of the date of adoption of the District’s Bond Election Order.

Major assumptions for statements above, including statement 7:

(1) Assumed amortization of the District’s debt obligations, including outstanding debt obligations and the proposed debt obligations:

Term	Proposed Principal	Proposed Interest (Estimated)	Total Proposed Debt Service	Total Proposed Debt Service + Existing Debt Service
<input type="checkbox"/> Years	\$7,500,000	\$[]	\$[]	\$[]

(2) Assumed changes in estimated future appraised values within the District: [].

³ This Exhibit shall be updated by the Superintendent and/or the Superintendent’s designee(s) in consultation with the District’s Bond Counsel as to legal sufficiency.

(3) Assumed interest rate on the proposed debt obligations: [].

The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the District to issue bonds in accordance with the Proposition contained in this Voter Information Document.