COLLEGE STATION
INDEPENDENT SCHOOL DISTRICT

MEMORANDUM

To:	Dr. Tim Harkrider, Superintendent of Schools
From:	Heather Wilson, Chief Financial Officer
Date:	November 11, 2026
Subject:	Consider Approval of the Engagement Letter with Thompson and Horton, LLC
Agenda Item:	K-3.

BACKGROUND

The District has identified a need for additional legal counsel to provide guidance and support on matters requiring specialized legal expertise.

In preparation for addressing these matters, the administration has communicated with prospective legal counsel and coordinated availability to meet with the Board of Trustees. The proposed attorney will be available to consult with the Board following approval of the engagement letter.

The District has not executed an engagement agreement or formally retained the attorney. Board approval is being requested prior to entering into the proposed agreement.

ADMINISTRATIVE CONSIDERATIONS

Approval of the engagement letter will allow the District to formally establish the attorney-client relationship and obtain legal guidance as needed. The proposed engagement letter outlines the terms and conditions under which legal services will be provided, including the scope of representation and applicable fees.

RECOMMENDATION

The administration recommends that the Board of Trustees approve the engagement letter with Thompson and Horton, LLP for the provision of legal services to College Station Independent School District and authorize the Superintendent to execute the agreement on behalf of the District.

Heather Wilson
Chief Financial Officer
979-764-5421 -- www.csisd.org

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11/9/2026

Via Electronic Mail:
Dr. Tim Harkrider
1812 Welsh Ave.
College Station, TX 77840

Re: Engagement Letter for Legal Services

Dear Dr. Harkrider:

Thank you for the opportunity to provide legal services to the College Station Independent School District ("District" or "you"). The purpose of this engagement letter is to describe the proposed terms on which we will provide services and the role and responsibilities of both Thompson & Horton LLP ("T&H") and the District.

Terms of Engagement. T&H will represent the District in connection with certain potential economic development negotiations. This Engagement Letter and Terms of Engagement (Attachment A) shall serve as the written agreement between the District and T&H regarding T&H's provision of such legal services.

This letter may be supplemented or amended to reflect new matters that deviate from the current engagement in complexity, scope, nature, or risk, or that require a substantial change in terms and conditions.

Fees and Staffing. Under this proposed engagement, I will be your primary contact at T&H unless the District requests otherwise, although other attorneys may provide services depending on the specific project and the expertise of the particular attorney. We charge a flat rate for all legal work necessary related to economic development negotiations. For this engagement, we will agree to a maximum flat rate of $22,500 for economic development negotiation items. The District will be billed for services upon completion of a project under this matter.

Under the terms of this Engagement Letter, the District will have specific obligations to T&H, for example, the obligation to provide complete and accurate information to the firm. If you have any questions about this document or the District's rights and obligations regarding this engagement or relationship with T&H, please feel free to contact me or any other partner of the firm.

It is T&H's practice to comply with the professional standards and ethics requirements applicable to Texas attorneys. Based on the information of which we are aware, it does not appear that this engagement is materially adverse to any substantially related matter that T&H is handling for other clients of the firm. Should a conflict of interest arise or become apparent after work begins on this engagement, we will comply with applicable rules of professional responsibility under state law in resolving any such situations.

Please call me concerning questions about any aspect of this engagement. If this letter and the Terms of Engagement meet with your approval, we request that the Board President or other authorized agent sign the Engagement Letter with Attachment A Terms of Engagement. We request that you keep one original of the Letter and Terms of Engagement for the District's file and return one original to me.

Thank you again for the opportunity to provide legal services to the District.

Very truly yours,

THOMPSON & HORTON LLP

Philip Fraissinet

Philip Fraissinet

AGREED AND ACCEPTED:

Dr. Tim Harkrider
Superintendent – College Station Independent School District

Date: _____

ATTACHMENT A

Thompson & Horton LLP
Terms of Engagement

Introduction

These are the Terms of Engagement adopted by Thompson & Horton LLP ("T&H") and referred to in our Engagement Letter as the basis for our representation of the District. Because this document is an integral part of our agreement to provide representation, we ask that you review this document carefully. If you have any questions about this document, please contact us.

Identification of the Client

Under this engagement, our client is the District and not individual trustees, officers, or employees. In the event the District requests that we undertake representation of a specific individual, such as an individual defendant in a lawsuit, the scope of the representation of the individual will be described in writing.

The Scope of the Representation

T&H undertakes to provide representation and advice on the matters for which we are engaged, and it is important that we both have a clear understanding of the services that T&H has agreed to provide. In the Engagement Letter, T&H specifies the matter in which we will provide representation and the scope of the services we will provide. If there are any questions about the engagement, including the scope of the representation, and related services being performed, please address those questions promptly with your principal contact at the firm.

As you may be aware, the Treasury Department has issued Regulations, commonly referred to as Circular 230, that dictate how attorneys must communicate with their clients whenever they render "written advice" on tax issues. The regulations are very broad and will frequently restrict ordinary communications between attorney and client. We can avoid the costly and time-consuming process of preparing a formal opinion to comply with Circular 230 by including a legend on written advice similar to the following:

> **"As required by United States Treasury Regulations, you should be aware that this communication is not intended or written by the sender to be used, and it cannot be used, by any recipient for the purpose of avoiding penalties that may be imposed on the recipient under United States federal tax laws."**

It is very unlikely that we will be providing written advice on tax issues but if we do, unless we agree in advance to the contrary, any written advice that we prepare for you will contain this legend.

Conflicts of Interest

T&H represents many educational entities, public entities, businesses, and individuals. We attempt to identify actual and potential conflicts at the outset of any engagement. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can

accept an engagement on their behalf, or T&H may be asked to represent someone whose interests may be adverse to you. Please do not take such a request to indicate that we will represent you less zealously; we make such requests because we take our professional responsibilities to all clients and prospective clients very seriously. We will not undertake representation of adverse or conflicting parties without your express and informed consent. If conflicts arise or become apparent after work begins on an engagement, we will comply with applicable rules of professional responsibility under state law in resolving any such situations.

Rules concerning conflicts of interest vary with the jurisdiction. To avoid any uncertainty, our policy is that the Texas Disciplinary Rules of Professional Conduct will be applicable to the representation. Unless the Engagement Letter stipulates that some other rules of professional responsibility will govern our attorney-client relationship, your acceptance of our Engagement Letter means you agree with that policy.

Staffing

The District may choose to contact any attorney at the firm. Additionally, a certain attorney may be the most appropriate attorney to handle a specific project due the nature of the legal issues and the expertise of the particular attorney. T&H will attempt to staff each legal and litigation matter in a manner that is most economical to the District based on the nature of the project.

Fees, Billing Arrangements, and Terms of Payment

T&H issues invoices on a regular basis, normally each month, for fees and other charges. In this case, the flat rate charge will be charged upon the completion of economic negotiations work.

Fees for professional services and reimbursable expenses are not contingent on the outcome of the project, matter, or lawsuit.

We generally make and retain copies of all documents generated or received by us in the course of your representation. Should you request documents from us at the conclusion of our representation (other than your original documents), you agree to compensate the firm for reproduction charges and professional fees required to review the files.

Should the District's account become delinquent and satisfactory payment terms are not arranged, we may take steps, as permitted under the rules regulating our profession, to withdraw from the representation, cease representation, or terminate the engagement.

Cooperation and Communication

To enable us to provide effective representation, the District agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement.

Termination

Our engagement is "at will" and may be terminated by either of us any time by written notice to the other party, subject to any applicable State Bar of Texas rules regarding withdrawal of attorneys.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm may terminate the engagement before the completion of its representation of you if (a) the continued representation would result in a violation of the applicable rules of professional conduct; (b) the termination can be accomplished without material adverse effect on your interests; (c) the firm has a fundamental disagreement with the objective in this engagement; (d) you substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (e) other good cause for termination exist. In the event the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities with respect to matters that we previously handled. T&H will have no continuing obligation to give advice with respect to any future legal developments that may relate to the projects.

Confidentiality and Document Retention

T&H will treat all communications received from you during the engagement as confidential. In addition to the normal protections afforded to our clients, T&H will maintain as confidential all documents received or generated during our representation to which any confidentiality provision applies.

You will have a right of access to case-related or project-related materials prepared on your behalf. The District is always entitled to request copies of any and all documents prior to their destruction. Such requests may be subject to reasonable retrieval and copying fees.

When appropriate, we may return relevant documents to the client, may send remaining pertinent parts of our files to a private storage facility, may maintain documents electronically, or may destroy certain documents. T&H will determine, subject to the following paragraph and otherwise with the client, which portion should be returned to the client, which portion should be maintained (and for how long), and which portions are to be destroyed.

The District remains responsible for complying with its records retention policy and all applicable laws regarding document retention. The District acknowledges that it is the District's responsibility to request copies of any documents the District wishes to retain. T&H has no obligation to maintain documents that are not required to be retained and has no liability for the destruction of any documents.

You agree that we will own and retain our own business files pertaining to the engagement and that you will not have the right or ability to require us to deliver such files (or copies thereof) to

you, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and lawyer's internal work product, such as drafts, notes, and internal memoranda prepared by or for the internal use of lawyers. Further, at the discretion of the responsible partner for the project in question, we may destroy any such documentation which is the property of the firm or any documentation which such partner determines to be duplicative or unnecessary and in all cases without having to obtain your consent.

T&H reserves the right to retain, at its discretion and at its own expense, copies of all file materials unless the District specifically requests that a document be destroyed.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding any particular matter or the potential outcome is limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that T&H has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Complaints

The State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both T&H and the District.

We look forward to a long and mutually satisfying relationship with you and the District. If at any time you have a question or concern about any aspect of our representation, please feel free to contact any partner of the firm.