

Wellman-Union ISD
Regular Board Meeting
April 11, 2022

PRESENT: James Harlan, President; Ed Rodriguez, Secretary; Barrett Brown arrived at 7:50pm, Vice-President; Ryan Dill, Aaron Martin, Jace Moore, Gabe Neill; Bridget Brown, Principal and Interim Superintendent Johnny Tubb.

GUESTS PRESENT: Kim Holland, Kamryn Murph, Ella Murph, Norma Chavez, Ode Chavez, Robert Crowley, Penny Crowley, Sadie Crowley, Steve Navarro, Cristina Navarro, Hailyn Navarro, Emalyn Navarro, Rey Quintanilla, Gabriel Quintanilla, Reed Underwood, Miranda Underwood and Van Underwood

Let the record show that a quorum of board members is present, that this meeting has been duly called, and that notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Bridget Brown recognized the UIL Regional Qualifiers: Ode Chavez, Sadie Crowley and Kamryn Murph and recognized the Elementary Science Fair Winners: Hailyn Navarro, Gabriel Quintanilla and Reed Underwood.

Motion by Jace Moore second by Gabe Neill to approve payment of Current Bills.

Motion Carried 6 – 0

The Board discussed the Quarterly Investment Report.

No Action Taken

Motion by Gabe Neill second by Ryan Dill to approve Minutes from previous meetings on March 7, 2022 and March 28, 2022.

Motion Carried 6 – 0

Motion by Aaron Martin second by Jace Moore to approve bid by Thomas Bus Texas for a 46 Passenger Activity Bus.

Motion Carried 6 – 0

Motion by Jace Moore second by Ryan Dill to approve three bids by B&S Heating AC & Construction for HVAC projects.

Motion Carried 6 – 0

The Board discussed the Preliminary 2022-2023 Budget.

No Action Taken

In Accordance with Government Code 551.074 the Board went to Executive Session at 8:03 p.m. Executive Session ended at 8:50 p.m.

Motion by Jace Moore second by Gabe Neill to offer Bridget Brown a two-year 12-month certified Pre-K thru 12 Admin contract through 2022-2023 and 2023-2024 school years.

Motion Carried 6 – 0 (Barrett Brown – ABSTAIN)

Motion by Barrett Brown second by Ryan Dill to approve the TASB Interlocal Agreement.

Motion Carried 7 – 0

The Board President, James Harlan, discussed the annual report on school board training hours.

No Action Taken

Principal's reports were heard.

No Action Taken

Superintendent's reports were heard.

No Action Taken

Motion by Barrett Brown second by Jace Moore to adjourn the meeting.

Motion Carried 7 – 0

The next regular board meeting will be May 9, 2022 at 7:00 p.m.

The president declared the meeting adjourned.

Signed:  _____, President

 _____ Secretary

Date Run: 04-07-2022 8:45 AM
 Cnty Dist: 223-004
 From To

Check Payments
 Wellman-Union JSD
 Computer Written Checks
 For the Month of April

Program: FIN1300
 Page: 1 of 7
 File ID: C

Bill List - April 2022

Check Nbr	Trans Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj,So-Org-Prog	Reason	Amount	EFT
04-06-2022	AD VENTURE MARKETIN	040623	2019-3813	199-41-6299.00-750-299000	TOWN TALK MEDIA PACKAGE	175.00	N	
		040623	2019-3855	199-41-6499.00-750-299000	TERRY COUNTY GUIDE	500.00	N	
Totals for Vendor 02459						675.00		
04-06-2022	APPLE, INC.	007396	AH31937663	281-11-6399.00-001-199000	Technology	13,320.00	N	
04-06-2022	ATMOS ENERGY	040608	3047314233	199-51-6259.19-001-299000	MARCH BILLING	18.40	N	
		040608	4035431182	199-51-6259.19-001-299000	MARCH BILLING	118.93	N	
		040608	4035704226	199-51-6259.19-001-299000	MARCH BILLING	58.64	N	
		040608	3006444667	199-51-6259.19-001-299000	MARCH BILLING	148.00	N	
		040608	4012255095	199-51-6259.19-001-299000	MARCH BILLING	3,316.35	N	
		040634	4012255095	199-51-6259.19-001-299000	APRIL BILLING	1,691.22	N	
		040634	4046516484	199-51-6259.19-001-299000	APRIL BILLING	326.35	N	
		040634	3006093942	199-51-6259.19-001-299000	APRIL BILLING	300.75	N	
Totals for Vendor 00185						5,978.64		
04-06-2022	B & S HEATING AC & CO	040609	3821	199-51-6319.18-001-299000	HOUSE MAINT	174.00	N	
04-06-2022	BALCO SYSTEMS, INC.	040621	24303	199-36-6399.35-001-291000	MICROPHONE	295.00	N	
		040621	23910	199-61-6629.00-001-299000	CAFETERIA REMODEL	7,245.00	N	
Totals for Vendor 00038						7,540.00		
04-07-2022	BRIDGET BROWN	040701		199-11-6499.00-001-211000	STAFF APPRECIATION	64.89	N	
04-06-2022	KAROL BROWNE	040612		199-36-6311.01-001-222000	FUEL REIMB	75.00	N	
04-06-2022	BROWNFIELD FARMERS	040615	963168	199-36-6319.00-001-291000	HURDLE REPAIR	7.49	N	
		040615	950263	199-51-6311.00-001-299000	FORKLIFT FUEL	25.00	N	
		040615	953523	199-51-6319.17-001-299000	FB FIELD MAINT	46.44	N	
Totals for Vendor 00082						78.93		
04-06-2022	BROWNFIELD NEWS	041624	6167	199-41-6329.00-701-299000	NEWSPAPER SUBSCRIPTION	47.50	N	
04-06-2022	BSN SPORTS	007402	916429852	199-36-6399.49-001-291000	Track Coaches	247.93	N	
04-08-2022	COMPUTER TRANSITIO	040619	208165PROT	199-11-6249.12-001-211000	SERVER MAINT CONTRACT	465.00	N	
		040626	207816	199-11-6249.12-001-211000	SERVER MAINT	52.60	N	
		040626	207817	199-11-6249.12-001-211000	TREND RENEWAL	318.00	N	
Totals for Vendor 01605						835.50		
04-06-2022	COVENANT SPORTS ME	040610		199-36-6299.00-001-291000	ATHLETIC TRAINER	9,120.00	N	
04-06-2022	BECKY DECKER, LLC	040622	3	211-21-6299.00-001-230000	FEDERAL PROG CONSULTANT	1,352.52	N	
04-06-2022	DEPARTMENT OF PUBLI	040630	CR-231233	199-41-6299.00-750-299000	CRIMINAL HISTORY RECORDS	3.00	N	
04-06-2022	EDUCATION SERVICE C	040632	050812	199-11-6239.12-001-211000	WIDE AREA NETWORK	193.00	N	
		040632	050773	199-11-6239.12-001-211000	WIDE AREA NETWORK	1,366.00	N	
		040632	050849	199-11-6239.TX-001-299000	ASCENDER SOFTWARE	4,485.00	N	
		040632	050849	199-53-6239.TX-750-299000	ASCENDER SOFTWARE	3,085.00	N	
Totals for Vendor 00177						9,119.00		
04-06-2022	GASCARD	040635	15006-12394	199-23-6311.00-001-299000	FUEL	41.37	N	
		040635	15006-12394	199-34-6311.00-999-299000	FUEL	3,610.96	N	
		040635	15006-12394	199-34-6499.00-999-299000	SERVICE FEE	13.79	N	
		040635	15006-12394	199-36-6311.01-001-222000	FUEL	491.36	N	

Date Run: 04-07-2022 8:45 AM
 Cnty Dist: 223-004
 From To

Check Payments
 Wellman-Union ISD
 Computer Written Checks
 For the Month of April

Program: FIN1300
 Page: 2 of 7
 File ID: C

Check Nbr	Trans Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj-Sr-Ord-Prgr	Reason	Amount	EFT
			040835	15006-12394	199-41-6311.00-701-299000	FUEL	170.64	N
			040835	15006-12394	199-61-6311.00-001-299000	FUEL	289.34	N
						Totals for Vendor 00077	4,817.36	
04-06-2022		W W GRAINGER INC	040619	9252386090	199-51-6319.18-001-299000	LED BULBS	737.25	N
			040619	9255293343	199-51-6319.18-001-299000	DOOR CLOSER	475.74	N
					199-51-6319.18-001-299000	BROKEN LED BULBS	-245.75	N
						Totals for Vendor 01034	987.24	
04-06-2022		Growers Supply	007396	7758159	199-11-6399.01-001-222000	Ag	162.15	N
			007396	7758159	199-11-6399.01-001-222000	Ag	13.50	N
			007396	7758159	199-11-6399.01-001-222000	Ag	11.90	N
						Totals for Vendor 03830	187.55	
04-06-2022		JACK HAMILTON TIRE C	041620	1-262951	199-51-6319.00-001-299000	TRAILER MAINT	665.42	N
04-06-2022		HIGHLAND OFFICE EQUI	040629	213736	199-11-6269.00-001-211000	COPIER	907.20	N
			040618	214653	199-11-6399.00-001-211000	COPIER STAPLES	53.83	N
			040629	213736	199-23-6269.00-001-299000	COPIER	50.40	N
			040629	213736	199-41-6269.00-750-299000	COPIER	50.40	N
						Totals for Vendor 00262	1,081.83	
04-06-2022		J C'S TERMINEX, INC	040603	636896	199-36-6249.01-001-222000	AG FARM PEST SERVICE	50.00	N
			040603	637375	199-51-6249.18-001-299000	MONTHLY PEST SERVICE	185.00	N
						Totals for Vendor 01391	235.00	
04-06-2022		LABATT FOOD SERVICE	040606	453560	240-35-6341.00-001-299000	FOOD	9,924.76	N
			040606	453560	240-35-6342.00-001-299000	NON-FOOD	501.10	N
						Totals for Vendor 01969	10,425.86	
04-06-2022		LOOP ISD	040616		199-36-6411.40-001-291000	GOLF MEALS	20.00	N
			040616		199-36-6412.40-001-291000	GOLF MEALS	110.00	N
						Totals for Vendor 00335	130.00	
04-06-2022		LOOP JUNIOR CLASS	040618	21122	199-36-6411.31-001-291000	BB MEALS	15.00	N
			040618	21122	199-36-6412.31-001-291000	BB MEALS	105.00	N
			040618	21122	199-36-6412.37-001-291000	CHEER MEALS	22.50	N
						Totals for Vendor 03305	142.50	
04-06-2022		MARK'S PLUMBING PAR	041621	002004871	199-81-6629.00-001-299000	CAFETERIA REMODEL	814.06	N
				1999644	199-81-6629.00-001-299000	BROKEN MERCHANDISE	-814.06	N
			040630	001999644	199-81-6629.00-001-299000	CAFETERIA REMODEL	965.67	N
						Totals for Vendor 00936	965.67	
04-06-2022		SHAELYNN MINK	040617		199-51-6319.18-001-299000	HSE MAINT MINK	99.21	N
04-06-2022		NAPA AUTO PARTS	040605	4025-399000	199-34-6311.00-999-299000	OIL	69.90	N
			040605	4025-399287	199-34-6311.00-999-299000	DIESEL EXHAUST FLUID	154.84	N
			040605	4025-399287	199-34-6319.00-999-299000	SUBURBAN MAINT	19.10	N
			040605	4025-399600	199-51-6319.17-001-299000	KUBOTA MAINT	62.32	N
			040605	4025-400412	199-51-6319.18-001-299000	HSE MAINT	27.38	N
						Totals for Vendor 00080	333.54	

Date Run: 04-07-2022 8:45 AM
 Cnty Dist: 223-904
 From To

Check Payments
 Wellman-Union ISD
 Computer Written Checks
 For the Month of April

Program: FIN1300
 Page: 3 of 7
 File ID: C

Check Nbr	Trans Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.Sr-Org-Prgr	Reason	Amount	EFT
	04-06-2022	PEDROZA'S	040613		199-36-6411.33-001-291000	TRACK MEALS	9.99	N
			040613		199-36-6412.33-001-291000	TRACK MEALS	10.99	N
						Totals for Vendor 02477	20.98	
	04-06-2022	POKA LAMBRO TELECO	040607	2635000	199-51-6259.21-001-299000	APRIL BILLING	546.99	N
	04-06-2022	BEN PROWELL	040624		199-51-6259.21-001-299000	CELL PHONE	150.00	N
	04-06-2022	MICHAEL DALE READ	040633		199-36-6299.00-001-291000	TRACK STARTER	286.86	N
	04-06-2022	SCHOOL SPECIALTY LL	007404	208129657665	199-31-6399.00-001-230000	Counselor	30.99	N
	04-06-2022	SINCLAIR HEATING & C	040627	67901857	262-81-6629.00-001-199000	CAFETERIA REMODEL HVAC	26,850.00	N
	04-06-2022	TABC	041623		199-36-6411.00-001-291KBE	COACHING CLINIC BELL	75.00	N
			041623		199-36-6411.00-001-291LKD	COACHING CLINIC KIDD	75.00	N
			041623		199-36-6495.00-001-291000	DUES BELL	35.00	N
			041623		199-36-6495.00-001-291000	DUES KIDD	35.00	N
						Totals for Vendor 00614	220.00	
	04-06-2022	TARPLEY MUSIC	007389	2893247	199-11-6399.EL-001-211000	Music	319.05	N
			007389	2893247	199-11-6399.EL-001-211MAT	Music	250.00	N
						Totals for Vendor 03060	569.05	
	04-06-2022	TASB RISK MANAGEME	040611	588744	199-34-6429.00-999-299000	VEHICLE DEDUCTIBLE	1,000.00	N
	04-06-2022	TASCOSA OFFICE MACH	040620	329413	199-11-6399.00-001-223000	LEDGER PAPER	78.75	N
	04-06-2022	TERRY COUNTY APPRAI	040625		199-41-6213.00-703-299000	2ND QTR PYMT	8,123.52	N
			040625		199-99-6213.00-703-299000	2ND QTR PYMT	8,800.48	N
						Totals for Vendor 00602	16,924.00	
	04-06-2022	TERRY COUNTY TRACT	040602	86062	199-51-6319.17-001-299000	KUBOTA MAINT	201.94	N
	04-06-2022	TEXAS AG PLUS, LLC	041622	82312	199-51-6319.17-001-299000	FB FIELD MAINT	50.55	N
	04-06-2022	WAGNER SUPPLY	040601	L048694	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	743.16	N
			040617	L047803	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	645.13	N
			040617	L047367-01	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	195.51	N
			040617	L047048-01	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	308.73	N
			040617	L045809-03	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	154.37	N
			040617	L047367-02	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	308.73	N
			040617	L046760-01	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	308.73	N
			040617	L048293	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	17.08	N
			040617	L048291	240-35-6319.00-001-299000	SUPPLIES	286.66	N
						Totals for Vendor 00796	2,968.10	
	04-06-2022	WHITEFACE CISD	040614	978	199-36-6411.33-001-291000	TRACK MEALS	6.00	N
			040614	985	199-36-6412.00-001-299000	UIL MEALS	283.00	N
			040614	978	199-36-6412.33-001-291000	TRACK MEALS	92.75	N
			040631	974	199-36-6412.37-001-291000	CHEER MEALS	42.00	N
						Totals for Vendor 01049	425.75	
	04-06-2022	XCEL ENERGY	040626	770766819	199-51-6259.20-001-299000	MARCH BILLING	291.12	N
						Total For Computer Written Checks	118,077.47	
						Total Checks	118,077.47	

End of Report

Check Payments
 Wellman-Union ISD
 District Written Checks
 For the Month of March

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj,So-Org-Prog	Reason	Amount	EFT
010562	02-28-2022	LAMB FUTURITY BOOST	032907		865-36-6399.BB-001-299000	WOOL FLEECE - FFA	200.00	N
010563	03-03-2022	BALFOUR YEARBOOKS	032908	27233	461-36-6399.FF-001-299000	YEARBOOK DEPOSIT	930.00	N
010564	03-03-2022	UNITED SUPERMARKET	032909	3472	461-11-6499.WW-001-299000	PERFECT ATTENDANCE	11.76	N
			032909	3497	865-36-6399.JR-001-299000	CONCESSIONS	21.96	N
Totals for Check 010564							33.72	
010565	03-03-2022	WALMART COMMUNITY	032910	1640419068	865-36-6399.BB-001-299000	FFA WEEK	285.64	N
010566	03-03-2022	BSN SPORTS	007383	916064129	461-36-6399.VO-001-291000	VB Warm-ups	2,246.10	N
010567	03-03-2022	MASTERCARD	032911		865-36-6399.JR-001-299000	CONCESSIONS	1,302.75	N
010568	03-03-2022	KAROL BROWNE	032912		865-36-6399.BB-001-299000	ROSWELL INVITATIONAL MEALS	40.00	N
010569	03-09-2022	WHITNEY SALES	032913		461-36-6399.HH-001-291000	CHEER JUDGE	175.00	N
			032913		461-36-6399.JJ-001-291000	CHEER JUDGE	175.00	N
Totals for Check 010569							350.00	
010570	03-10-2022	THE WILLOWS EVENT C	032914		865-36-6399.JR-001-299000	PROM	3,093.00	N
010571	03-22-2022	AMAZON CREDIT PLAN	032915		461-36-6399.HH-001-291000	CHEER MATS	293.66	N
			032915		461-36-6399.JJ-001-291000	CHEER MATS	293.66	N
			032915		461-36-6399.VO-001-291000	VB SUPPLIES	227.86	N
			032915		865-36-6399.BB-001-299000	FFA SUPPLIES	41.92	N
Totals for Check 010571							857.10	
010572	03-29-2022	EWELL EDUCATIONAL S	033002		865-36-6399.BB-001-299000	FFA INVITATIONAL MEETS	912.00	N
017498	02-28-2022	PEDROZA'S	032901		199-36-6411.39-001-291000	TENNIS MEALS	10.00	N
			032901		199-36-6412.39-001-291000	TENNIS MEALS	130.00	N
Totals for Check 017498							140.00	
017499	03-01-2022	ROOSEVELT ISD	032902		199-36-6412.33-001-2910EN	TRACK ENTRIES	400.00	N
017500	03-07-2022	WHITEFACE CISD	032903		199-36-6412.33-001-2910EN	TRACK ENTRIES	500.00	N
017501	03-10-2022	THSPA	032904		199-36-6412.34-001-2910EN	POWERLIFTING ENTRIES	105.00	N
017502	03-23-2022	SPCHEA TENNIS	032905		199-36-6412.39-001-2910EN	TENNIS ENTRIES	120.00	N
017503	03-30-2022	GAINES COUNTY GOLF	032906		199-36-6412.40-001-2910EN	GOLF ENTRIES	130.00	N
017504	03-22-2022	AMAZON CREDIT PLAN	032916	897653564759	199-11-6399.HS-001-211HTA	THEATRE SUPPLIES	96.87	N
			032916	687856787859	199-12-6399.00-001-299000	LIBRARY BOOKS	53.50	N
			032916	949898835859	199-12-6669.00-001-299000	LIBRARY BOOKS	75.39	N
			032916	956576578788	199-12-6669.00-001-299000	LIBRARY BOOKS	31.65	N
			032916	554348897796	199-12-6669.00-001-299000	LIBRARY BOOKS	8.44	N
			032916	757667838799	199-12-6669.00-001-299000	LIBRARY BOOKS	530.74	N
			032916	463889368838	199-33-6399.00-001-299000	NURSE SUPPLIES	80.26	N
			032916	936385645696	199-33-6399.00-001-299000	NURSE SUPPLIES	13.90	N
			032916	656775959867	199-36-6399.38-001-299000	UIL SUPPLIES	82.96	N
			032916	674786499587	199-36-6399.38-001-299000	UIL SUPPLIES	18.99	N
			032916	599396373649	199-51-6319.16-001-299000	HAMMER DRILL	174.52	N
			032916	794984874845	199-51-6319.16-001-299000	BLDG MAINT	53.97	N
			032916	456733434859	199-51-6319.16-001-299000	BLDG MAINT	167.94	N

Date Run: 03-31-2022 8:32 AM
 Cnty Dist: 223-904
 From To

Check Payments
 Wellman-Union ISD
 District Written Checks
 For the Month of March

Program: FIN1300
 Page: 5 of 7
 File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.-So-Org-Prog	Reason	Amount	EFT
			032916	486839493946	199-63-6399.00-750-299000	OFFICE SUPPLIES	45.56	N
			032916	935937645478	199-81-6629.00-001-299000	CAFETERIA REMODEL	595.30	N
			032916	677939659974	199-81-6629.00-001-299000	CAFETERIA REMODEL	161.66	N
			032916	758379534694	212-11-6399.00-001-224000	MIGRANT SUPPLIES	75.00	N
			032916	639556479869	212-11-6399.00-001-224000	MIGRANT SUPPLIES	108.00	N
			032916	635645996487	212-11-6399.00-001-224000	MIGRANT SUPPLIES	149.86	N
			032916	755693858984	281-11-6399.00-001-199000	HEADPHONES	249.00	N
			032916	968774937645	281-11-6399.00-001-199000	MOUSE/KEYBOARD COMBO	796.50	N
			032916	935893897393	281-11-6399.00-001-199000	I-PAD CASES	629.70	N
						Totals for Check 017504	4,109.71	
017505	03-29-2022	GADE PATTERSON	033001		199-36-6299.00-001-291000	PLAY-OFF GAME BOOKKEEPER	60.00	N
031522	03-15-2022	CAS INC ADMINISTRATO	031501	FEBRUARY	199-61-6299.00-001-299000	WORKERS COMP	45.00	N
						Total For District Written Checks	15,940.02	

Date Run: 03-31-2022 8:33 AM
 Cnty Dist: 223-804
 From 03-08-2022 To 03-31-2022

Check Payments
 Wellman-Union ISD
 Computer Written Checks
 For the Month of March

Program: FIN1300
 Page: 6 of 7
 File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj,So-Org-Prog	Reason	Amount	EFT
035146	03-10-2022	AD VENTURE MARKETIN	031017	2019-3711	199-41-6299.00-750-299000	TOWN TALK MEDIA PKG	175.00	N
035147	03-10-2022	ATMOS ENERGY	031016	4045515484	199-51-6259.19-001-299000	MARCH BILLING	542.06	N
			031016	3008093942	199-51-6259.19-001-299000	MARCH BILLING	358.64	N
Totals for Check 035147							900.70	
035148	03-10-2022	KODY BELL	031020		199-36-6299.00-001-291000	BB PLAYOFF GAME CLOCK	50.00	N
035149	03-10-2022	BSN SPORTS	007396	916140927	199-36-6399.42-001-291000	Volleyball	633.88	N
035150	03-10-2022	CARDINALS SPORT GEN	007400	0794722	199-36-6399.27-001-291000	Tennis Uniforms	630.00	N
035151	03-10-2022	CITY OF BROWNFIELD	031009	7097	199-51-6259.18-001-299000	LANDFILL	13.80	N
035152	03-10-2022	GASCARD	031003	15006-12394	199-34-6311.00-999-299000	FUEL	2,217.69	N
			031003	15006-12394	199-34-6409.00-999-299000	SERVICE FEE	8.78	N
			031003	15006-12394	199-36-6311.01-001-222000	FUEL	144.49	N
			031003	15006-12394	199-41-6311.00-701-299000	FUEL	273.26	N
			031003	15006-12394	199-51-6319.00-001-299000	FUEL	369.35	N
Totals for Check 035152							3,013.56	
035153	03-10-2022	HIGGINBOTHAM BROS T	031001	29053	199-34-6319.00-999-299000	BUS MAINT	123.55	N
			031001	29352	199-34-6319.00-999-299000	BUS MAINT	37.13	N
			031001	28985	199-51-6319.16-001-299000	BLDG MAINT	55.86	N
			031001	28996	199-51-6319.16-001-299000	BLDG MAINT	102.95	N
			031001	28994	199-51-6319.16-001-299000	BLDG MAINT	9.18	N
			031001	29104	199-51-6319.16-001-299000	BLDG MAINT	500.48	N
			031001	29204	199-51-6319.16-001-299000	BLDG MAINT	63.96	N
			031001	29242	199-51-6319.16-001-299000	BLDG MAINT	28.47	N
			031001	28938	199-51-6319.17-001-299000	GROUNDS	45.99	N
			031001	28938	199-51-6319.17-001-299000	GROUNDS	103.10	N
			031001	29094	199-51-6319.17-001-299000	GROUNDS	27.99	N
			031001	29182	199-51-6319.18-001-299000	HSE MAINT ROJAS	79.24	N
			031001	29214	199-51-6319.18-001-299000	HSE MAINT ROJAS	3.79	N
			031001	29176	199-51-6319.18-001-299000	HSE MAINT ROJAS	113.68	N
			031001	29283	199-51-6319.18-001-299000	HSE MAINT ROJAS	61.22	N
			031001	29290	199-51-6319.18-001-299000	HSE MAINT ROJAS	169.99	N
Totals for Check 035153							1,526.68	
035154	03-10-2022	J C'S TERMINEX, INC	031011	634946	199-36-6249.01-001-222000	AG FARM PEST SERVICE	60.00	N
			031011	635316	199-51-6249.16-001-299000	MONTHLY PEST SERVICE	185.00	N
Totals for Check 035154							235.00	
035155	03-10-2022	LANDRY KIDD	031019		199-36-6299.00-001-291000	BB PLAYOFF GAME ADMIN	75.00	N
035156	03-10-2022	LABATT FOOD SERVICE	031004	453560	240-35-6341.00-001-299000	FOOD	10,453.21	N
			031004	453560	240-35-6342.00-001-299000	NON-FOOD	522.33	N
Totals for Check 035156							10,975.54	
035157	03-10-2022	MAIN STREET HARDWA	031006	A150036	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	17.98	N
			031006	A149686	199-51-6319.16-001-299000	BLDG MAINT	3.08	N
			031006	A149405	199-51-6319.17-001-299000	GROUNDS	149.98	N
			031006	A149904	199-51-6319.18-001-299000	HSE MAINT ROJAS	36.97	N
Totals for Check 035157							206.01	

Date Run: 03-31-2022 8:33 AM
 Cnty Dist: 223-004
 From 03-08-2022 To 03-31-2022

Check Payments
 Wellman-Union ISD
 Computer Written Checks
 For the Month of March

Program: FIN1300
 Page: 7 of 7
 File ID: C

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj,So-Org-Prgr	Reason	Amount	EFT
035158	03-10-2022	MIRNA MEJIA	031023		199-36-6299.00-001-291000	BB PLAYOFF GAME CUSTODIAN	75.00	N
035159	03-10-2022	NAPA AUTO PARTS	031005	4025-394900	199-34-6311.00-999-299000	DIESEL EXHAUST FLUID	58.84	N
			031005	4025-396897	199-34-6311.00-999-299000	ANTIFREEZE/DEF	122.25	N
			031005	4025-397215	199-34-6311.00-999-299000	ANTIFREEZE	77.43	N
			031005	4025-397768	199-34-6311.00-999-299000	OIL	131.94	N
			031005	4025-394800	199-34-6319.00-999-299000	BUS MAINT	12.16	N
			031005	4025-394902	199-34-6319.00-999-299000	2015 FORD PICKUP MAINT	125.25	N
			031005	4025-396130	199-34-6319.00-999-299000	2015 FORD PICKUP MAINT	37.39	N
			031005	4025-396897	199-34-6319.00-999-299000	BUS MAINT	83.29	N
			031005	022822	199-34-6499.00-999-299000	FEE	3.50	N
Totals for Check 035159							652.05	
035160	03-10-2022	POKA LAMBRO TELECO	031014	2835000	199-51-6259.21-001-299000	MARCH BILLING	555.17	N
035161	03-10-2022	PATRICIA RODRIGUEZ	031024		199-36-6299.00-001-291000	BB PLAYOFF GAME GATEKEEPE	50.00	N
035162	03-10-2022	ROOSEVELT ATHLETICS	031012		199-36-6412.33-001-291000	HS TRACK MEALS	304.00	N
035163	03-10-2022	CALLIE SANDUSKY	031021		199-36-6299.00-001-291000	BB PLAYOFF GAME BOOKKEEPE	50.00	N
	03-29-2022	CALLIE SANDUSKY	031021		199-36-6299.00-001-291000	DID NOT PERFORM TASK	-50.00	N
Totals for Check 035163							.00	
035164	03-10-2022	JOHNNA SHERO	031025		199-11-6399.EL-001-232JSH	TEACHING SUPPLIES	45.30	N
035165	03-10-2022	SOUTH PLAINS COLLEGE	031007	WEL22SP	199-11-6223.DC-001-211000	DUAL CREDIT CLASSES	5,168.80	N
035166	03-10-2022	TEXAS TECH UNIVERSIT	031018	200086310	199-23-6411.00-001-299000	JOB FAIR	265.00	N
035167	03-10-2022	UNDERWOOD LAW FIRM	031015	390918	199-41-6211.00-702-299000	LEGAL SERVICES	840.00	N
035168	03-10-2022	WAGNER SUPPLY	031008	L047367	199-51-6319.15-001-299000	JANITORIAL SUPPLIES	978.14	N
035169	03-10-2022	CITY OF WELLMAN	031013	77	199-51-6259.18-001-299000	MARCH BILLING	186.00	N
			031013	73	199-51-6259.18-001-299000	MARCH BILLING	643.11	N
			031013	64	199-51-6259.18-001-299000	MARCH BILLING	144.00	N
			031013	65	199-51-6259.18-001-299000	MARCH BILLING	179.35	N
			031013	75	199-51-6259.18-001-299000	MARCH BILLING	600.75	N
Totals for Check 035169							1,753.21	
035170	03-10-2022	WHITEFACE CISD	031010	974	199-36-6411.31-001-291000	BB MEALS	14.00	N
			031010	974	199-36-6412.31-001-291000	BB MEALS	119.00	N
Totals for Check 035170							133.00	
035171	03-10-2022	XCEL ENERGY	031002	770245845	199-51-6259.20-001-299000	MARCH BILLING	20.49	N
			031002	770231658	199-51-6259.20-001-299000	MARCH BILLING	3,689.09	N
			031002	769787170	199-51-6259.20-001-299000	MARCH BILLING	257.82	N
			031002	769797053	199-51-6259.20-001-299000	MARCH BILLING	16.29	N
Totals for Check 035171							3,983.69	
Total For Computer Written Checks							33,240.53	

End of Report

THOMAS BUS

TEXAS

AN STR COMPANY

Customer Quotation

Prepared For:
Wellman-Union ISD
P.O. Box 487
400 Small St.
O'Donnell, Texas 79351

Price For One Bus: \$191,000.00
Buyboard Fee Per Purchase Order: \$800.00

Prepared By :
Jimmy Thomas
806-759-5467
Jimmy.thomas@thomasbusgulfcoast.com

Buyboard Quote #830-20

Quote Number:
386838

Quote Date:
3/30/2022

Customer Order No:
Wellman-Union - 46P

Model Profile: Saf-T-Liner HDX 141YS

Product Type: School Transportation
Year: 2023
Chassis Model: CHSY
Chassis MFG: THOS
GVWR: GVWR
Passenger Capacity: 46
Headroom: 78
Wheelbase: 277
Brake Type: AIR W/REAR AIR SUSPENSION (23K
Engine Type: CUMMINS L9 300 DIESEL, 6 Cyl, 300 HP, 2200 RPM
Fuel Type: DIESEL
Fuel Tank Capacity: 100
Transmission Type: AUTOMATIC
Axle, Front: 13200-lb Capacity
Axle, Rear: 23000-lb Capacity
Tires, Front: HANKOOK-11R22.5 16PLY AH37
Tires, Rear: HANKOOK-11R22.5 16PLY AH37

Includes the Following Equipment:

BODY

ACCESSORIES

- 1 PROP ROD - ACCESS DOOR ABOVE WINDSHIELD
- 1 RECESSED PANELS - LICENSE PLATES
- 1 LUGGAGE COMPARTMENT-THROUGH DELUXE-125"

CERTIFICATION/SAFETY

- 1 FIRE EXTINGUISHER - 5 LB.
- 1 KIT - FIRST AID, 24 UNIT, COMPLIES W/TEXAS STATE SPECS
- 1 KIT - BODY FLUID CLEAN-UP, COMPLIES W/NAT MINIMUM STANDARDS
- 1 REFLECTORIZED TRIANGLES-(3) IN OVERHEAD STORAGE COMPARTMENT
- 1 CROSSVIEW MIRROR INCLUDED IN REARVIEW MIRROR ASSEMBLY
- 1 ROSCO INTEGRATED STYLE - REMOTE CONTROL HEATED MIRROR
- 1 SPECIAL DATA LABEL - TEXAS 2011
- 1 LABEL - U.S. CERTIFICATION
- 1 MULTI FUNCTIONAL SCHOOL ACTIVITY BUS - MFSAB
- 1 LABEL-GHG CERTIFICATION ENGLISH

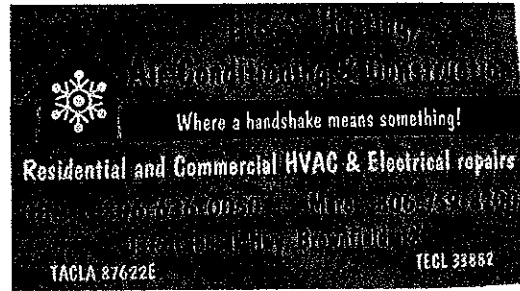
DOORS

- 1 140Y28_LG-24-S000
- 1 141Y28_LI-24-S100
- 1 24" SIDE EMERGENCY DOOR LS
- 1 VANDALOCK - AIR-OPERATED OUTWARD OPENING ENTRANCE DOOR
- 1 VANDALOCK - SIDE EMERGENCY DOOR WITH INTERLOCK & BARREL BOLT
- 1 VANDALOCK - REAR PUSHOUT WINDOW, WITH DAVENPORT SHELF
- 1 STEPWELL GUARD (HDX)

P.O. Box 163
 1315 Lubbock Hwy
 Brownfield, TX 79316
 info@bandsheatingandair.com

Date	Estimate #
4/1/2022	94

Name / Address
Wellmon-Union ISD PO BOX 69 Wellmon, TX 79378

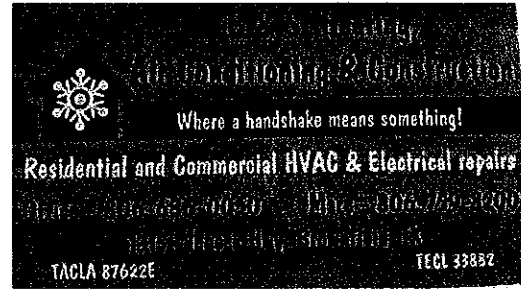


Description	Project
	Total
2 - Mitsubishi 24000 BTU Heat Pump Minisplits with thermostats in Coaches Locker Rooms.(Football Field Locker Rooms) 10year parts and compressor 2year labor warranty. Electrical not included	10,000.00
Total	\$10,000.00

P.O. Box 163
 1315 Lubbock Hwy
 Brownfield, TX 79316
 info@bandsheatingandair.com

Date	Estimate #
4/1/2022	95

Name / Address
Wellmon-Union ISD PO BOX 69 Wellmon, TX 79378



Project	
Description	Total
Add 5on Evaporator Coil to existing Furnace in Old Gym Locker Rooms and transist Furnace into existing ductwork with metal transition. 1 - 5ton single phase Trane condenser will be mounted on the roof to serve existing Furnace. 5year compressor warranty and 1year parts and labor. Electrical not included	8,413.00
Total	\$8,413.00

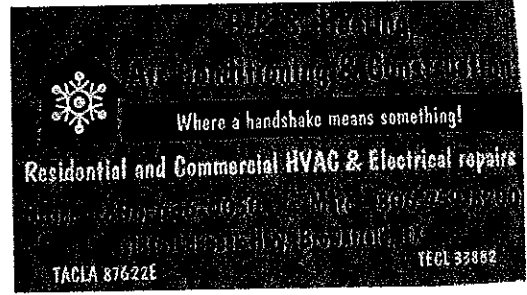
B & S Heating, A/C & Construction LLC

Estimate

P.O. Box 163
 1315 Lubbock Hwy
 Brownfield, TX 79316
 info@bandsheatingandair.com

Date	Estimate #
4/1/2022	96

Name / Address
Wellmon-Union ISD PO BOX 69 Wellmon, TX 79378



Project

Description	Total
Install 2 - 5ton Trane Split Systems twinned together in Loft and 2 - 5ton Straight AC condensers on east side of building. One Single run of spiral ducting(non paintable)will be run on north and south down the Ag Shop. 5year compressor and 1year parts and labor. Electrical not included	22,722.00
Total	\$22,722.00

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov

**TASB RISK MANAGEMENT FUND
INTERLOCAL PARTICIPATION AGREEMENT**

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;



- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.



8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
 - b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
 - c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.
9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.
11. **Subrogation and Assignment of Rights.**
- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
 - b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.
12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.
13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.
14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).



21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - c. Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- a. **Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - b. **CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - c. **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - d. **Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - e. **Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.



26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Wellman-Union CISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

