



WALSH GALLEGOS
TREVIÑO RUSSO & KYLE P.C.

January 7, 2019

Via Electronic mail: vreazor@ccsec.net

Ms. Vikki Reazor, M.S.Ed.
Director of Special Education
Cooke County Special Education SSA

Via delivery by: Ms. Reazor

Dr. Jeremy Thompson
Superintendent
Era Independent School District

RE: Consent to Multiple Representation

Dear Dr. Thompson:

Walsh Gallegos Treviño Russo & Kyle, P.C. (the "Firm") was contacted by the Special Education Director for the Cooke County Special Education SSA (the "SSA"), Ms. Vikki Reazor, with a request to assist with the process of changing the SSA's designated fiscal agent beginning with the 2019-2020 school year. Beginning with the 2019-2020 school year, the SSA's fiscal agent will change from Callisburg ISD to Valley View ISD. In addition to assisting with the change in fiscal agent, Ms. Reazor has also requested the assistance of the Firm in reviewing, updating, and modifying the written SSA Agreement, as necessary.

This letter addresses the Firm's role in advising member districts regarding the process for changing fiscal agents and revising the SSA Agreement. TEA has set forth multiple requirements regarding the operation of a SSA. Whenever an SSA contract is modified, a revised contract and attorney certification letter must be submitted to the TEA Division of IDEA Coordination. The process of providing legal advice to the SSA in these areas constitutes multiple representation of the various member school districts, for which the separate consent of each district will be required for this Firm to discharge its duties consistent with ethical requirements.

Our ethical duty to each of the member districts represented includes that of disclosure and an assessment of the pros and cons of Firm's involvement in advising the SSA regarding the change in fiscal agent and revision of the SSA Agreement. Only with the consent of each member district will the Firm be able to assist you in this matter.

- Concerning the SSA, the Firm has disclosed and will disclose to each member district the same information and has provided and will provide the identical legal advice to each member district.
- Based on past experience with drafting and advising on SSA agreements, the Firm

anticipates that the advantages of multiple representation include efficiency, lower legal costs, savings in administrative resources for each member district, and a decreased expenditure of public funds generally.

- The disadvantages of multiple representation are based primarily on the unequal wealth and unequal size of the member districts. There is typically, under any Shared Services Arrangement, an uneven and--at times--inequitable flow of benefits to the members. One district may at one time have more expensive special education needs than the other member districts. Those needs are, of course, not necessarily related to relative wealth or ADA. In many instances, the member districts may be called upon to compromise in order to enter and participate in any Shared Services Arrangement.
- The Firm acknowledges the absolute right of any other member district at any time during the pendency of the matter to request the withdrawal of the Firm from multiple representation.

We believe that the common representation of all member districts in revising the existing SSA agreement can be undertaken by this Firm impartially and without improper effect on other responsibilities the Firm has to the member districts which are the Firm's existing clients. We believe that each member district will be able to make adequately informed decisions in the matter, that there is little risk of material prejudice to the interest of any member district by entering the revised SSA Agreement or by consenting to the Firm's multiple representation. If any member district believes this view to be incorrect, you may seek clarification, seek an independent second legal opinion, or request that the Firm withdraw from the entire matter.

The Firm has not identified any actual conflict in this matter. Nonetheless, we advise each member district to bring to the Firm's attention any actual conflict between member districts of which it is or becomes aware.

If you decide that the Firm's involvement with advising the member districts regarding the process of updating the fiscal agent and revising the SSA Agreement is desirable, please sign (with proper authority) and return the enclosed consent form. Your district's consent to the Firm's multiple representation in this instance would not waive the attorney-client privilege for any matter other than those matters directly related to the SSA agreement, including any revision to that agreement.

Sincerely,



Haley Turner

Enclosure:
Consent for Multiple Representation

CONSENT TO MULTIPLE REPRESENTATION

This document constitutes consent by Era Independent School District (the "District") to the legal representation of multiple parties by Walsh Gallegos Treviño Russo & Kyle, P.C. ("the Firm"). The term "member district" refers to any current or future school district members of the Cooke County Shared Services Arrangement ("SSA"). The Firm has been asked to assist with the process of changing Cooke County SSA's fiscal agent and reviewing, updating, and modifying the Cooke County SSA Agreement.

- The District currently has no legal dispute with any other member district in which the Firm is representing a party.
- The District acknowledges that certain member districts are or may be clients of the Firm for matters other than the proposed SSA Agreement.
- The District understands that the Firm cannot represent the District in any future litigation or dispute between two or more member districts regarding the SSA Agreement.
- The District acknowledges that it has waived any attorney-client privilege in this matter as to other member districts that are also represented by the Firm.
- The District understands that if any member district objects to the Firm's representation during the pendency of the reviewing, updating, and modifying of the SSA Agreement and after the Firm has provided legal advice to any member districts, the Firm shall withdraw its representation in this matter and shall not represent in this matter the District or any other member district. The agreement in this paragraph, however, will be ineffective if the objecting member district ceases to be a member district.
- The District asserts that it has a common interest with the other member districts and that it seeks the representation of the Firm in this common interest.
- The District agrees that the advantages of multiple representation include efficiency, lower cost to the District, and savings in public funds and administrative resources for each member district.
- The District acknowledges that the Firm has made full disclosure of the existence, nature, implications, and possible adverse consequences of the Firm acting as intermediary among the member districts.
- The District acknowledges that it or any other member district at any time during the pendency of the matter may request the withdrawal of the Firm from multiple representation. The District understands that the withdrawal of the Firm from multiple representation will result in the complete withdrawal of the Firm from representation of the District or any other member district in this matter.

Notwithstanding the potential for conflict, the District consents to the Firm's common representation in changing the fiscal agent and in reviewing, updating, and modifying the Cooke County SSA Agreement.

Era Independent School District

By, Jeremy Thompson, on behalf of and with the full authority of the District.

Superintendent Signature

Date