

BOARD OF TRUSTEES
AGENDA

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| <input type="checkbox"/> Workshop | <input checked="" type="checkbox"/> Regular | <input type="checkbox"/> Special |
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(A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) Action Item

Presenter(s): SAMUEL MIJARES, DEPUTY SUPERINTENDENT FOR CURRICULUM
ELIZABETH TORRES, SPECIAL EDUCATION DIRECTOR

Briefly describe the subject of the report or recognition presentation.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE REPRESENTATION BY WALSH GALLEGOS, TREVIÑO, RUSSO & KYLE P. C. OF EAGLE PASS ISD AS PART OF THE UVALDE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (RDSPD) SHARED SERVICE ARRANGEMENT (SSA) AGREEMENT AND TO WAIVE ANY CONFLICT OF INTEREST DUE TO DUAL REPRESENTATION.

(C) Funding Source: Identify the course of funds if any are required

FUNDING SOURCE 168 – STATE FUND

(D) Clarification: Explain any question or issues that might be raised regarding this item.

THE RDSPD MEMBER DISTRICTS INCLUDING EAGLE PASS ISD ARE SEEKING TO AMEND THE SSA AGREEMENT TO EXCLUDE LA PRYOR ISD AS A MEMBER DISTRICT DUE TO NON-PAYMENT OF REQUIRED MEMBER FEES.

WG | **WALSH GALLEGOS**
TREVINO RUSSO & KYLE P.C.

February 9, 2018

Via Electronic mail:

Mr. Victor Baron
Director of Special Education
Uvalde CISD
P.O. Box 1909
Uvalde, Texas 78802-1909

Via delivery by Mr. Baron:

Mr. Gilberto Gonzalez
Superintendent
Eagle Pass ISD

RE: This law Firm's role in reviewing and certifying the Shared Services Arrangement Agreement for the Uvalde Regional Day School Program for the Deaf

Dear Mr. Gonzalez:

Walsh Gallegos Treviño Russo & Kyle P.C. ("the Firm") was contacted by the Director of Special Education for the Uvalde Regional Day School Program for the Deaf SSA, Mr. Victor Baron, with request for attorney review, revision, advisement and TEA certification of the Uvalde Regional Day School Program for the Deaf SSA. Specific requests include the review, advisement and certification of the Uvalde Regional Day School Program for the Deaf SSA which, includes the following member districts: Brackett Independent School District, D'Hanis Independent School District, Knippa Independent School District, Leakey Independent School District, Nueces Canyon Independent School District, Sabinal Independent School District, Utopia Independent School District, Crystal City Independent School District, Carrizo Springs Consolidated Independent School District, Eagle Pass Independent School District, Hondo Independent School District, La Pryor Independent School District, Cotulla Independent School District, Dilley Independent School District, Pearsall Independent School District, and Uvalde Consolidated Independent School District.

This letter concerns the law addressing Shared Services Arrangement Agreements and specifically the TEA Requirements for SSAs as set forth in the Texas Education Code §29.007 and the Texas Administrative Code §89.1075. This letter further addresses this law Firm's role in drafting, reviewing, or revising the SSA Agreement for the Member Districts to ensure compliance with the TEA requirements for SSAs. TEA set forth multiple requirements regarding SSAs. Among those requirements is that the SSA must be in the form of a written contract that must be approved by the Commissioner of Education. It is further required that the designated fiscal agent must submit a signed certification letter from the SSA's legal counsel to the Texas Education

Agency's Division of IDEA Coordination along with the SSA contract. Additionally, 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 regarding drafting, reviewing, or revising the SSA contract in effect 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 the law Firm of Walsh Gallegos Treviño Russo & Kyle P.C.'s involvement in drafting an SSA Contract. The decision is not ours; it is yours. Only with the consent of each member district would this law firm be willing to participate.

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 SSA agreement, including the SSA Agreement proposed.

We believe that the common representation of all member districts in drafting the agreement can be undertaken by this firm impartially and without improper effect on other responsibilities it has to the member districts which are the Firm's 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 SSA Agreement or by consenting to the Firm's multiple representation. If any member district believes this view to be incorrect, we ask that you seek clarification, seek an independent second legal opinion, or request that the firm withdraw from the entire matter.

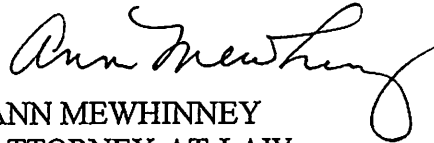
The Firm acknowledges the absolute right of any other member district at any time during the pendency of the matter to request the withdrawal of the Firm from multiple representation.

This law 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.

Mr. Gilberto Gonzalez
February 9, 2018
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If you decide that this law Firm's involvement with drafting, reviewing, revising and advising on the proposed SSA Agreement is desirable, please sign (with proper authority) and return the enclosed consent form. Your district's consent to the law 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,



ANN MEWHINNEY
ATTORNEY-AT-LAW
WALSH GALLEGOS TREVIÑO
RUSSO & KYLE P.C.

Enclosure: Consent for Multiple Representation

CONSENT TO MULTIPLE REPRESENTATION

This document is consent by Eagle Pass Independent School District ("the District" or "this 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 school district that contemplates entering or has entered with another school district, including this District, a Shared Services Arrangement Agreement as set forth in the Texas Education Code §29.007 and the Texas Administrative Code §89.1075. This Firm will be instrumental in drafting, revising, and advising on matters related to the reconfiguration of the SSA. The UVALDE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SSA is currently comprised of the following member districts: Brackett Independent School District, D'Hanis Independent School District, Knippa Independent School District, Leakey Independent School District, Nueces Canyon Independent School District, Sabinal Independent School District, Utopia Independent School District, Crystal City Independent School District, Carrizo Springs Consolidated Independent School District, Eagle Pass Independent School District, Hondo Independent School District, La Pryor Independent School District, Cotulla Independent School District, Dilley Independent School District, Pearsall Independent School District, and Uvalde Consolidated Independent School District.

This Firm drafted the Uvalde Regional Day School Program for the Deaf SSA agreement effective August 28, 2012.

The District currently has no legal dispute with another member district in which the Firm is representing a party.

The District acknowledges that certain other 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 SSA reconfiguration, which may include drafting, revising and related activities pertaining to the SSA agreement or disposition of assets and after the Firm has provided legal advice to any member district, 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 related to a reconfiguration.

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 drafting, reviewing or revising the SSA Agreement to reflect a reconfiguration which includes the withdrawal of a member district.

SSA: UVALDE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SSA

District: Eagle Pass Independent School District

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

_____ Title

Date: _____