

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval to change Legal Counsel Services to guide CISD Special Education Department to Walsh, Gallegos, Kyle Robinson & Roalson, P.C.

Justification Statement: Special Education has interviewed Law Firms to specialize in Special Education Law & Procedures.

Purpose of Agenda Item: ☒ Information ☐ Discussion ☒ Action
Item Type: ☒ Curriculum & Instruction ☐ Human Resources ☒ Business Services

Staff Responsible: _____

M. Moreno
Signature of Requester(s)

M. Moreno
Signature of Presenter(s)

Am
Business Services Approval (Initials)

9/11/25
Date

Agenda Summary:

The Special Education Department is recommending a change in the law firm we access to assist CISD in the following areas.

1. Parent complaints regarding special education services that have not been solved at the district level.
2. Working with TEA on corrective actions as necessary or disputing corrective actions.
3. Training for CISD staff
4. Legal guidance on the latest federal and state law changes that impact our daily service to CISD students.

RECOMMENDATION: Administration recommends that the Board accept Walsh, Gallegos, Kyle Robinson & Roalson, P.C. as special education law firm

PRIOR BOARD ACTION: No AWARDED: AWARDED AMOUNT:
\$265.00/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$340/hour for associates licensed over two years or \$360/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings and other work of a general nature.

ACCOUNT NO(S): 199.41.6211.00.918.99

PROCUREMENT METHOD TYPE:

REQUESTING DEPARTMENT: Special Education Department

CONSEQUENCES OF NON-APPROVAL: CISD would be placed in a vulnerable position should litigation occur, CISD is in need of continuous professional development due to changes in SPED Laws

IMPLEMENTATION TIMELINE: Upon Board Approval

ATTACHMENT(S):

Walsh, Gallegos Kyle Robinson & Roalson, P.C. Fee Schedule

CANUTILLO | A Premier District





WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

FEE SCHEDULE LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$340/hour for associates licensed over two years, or \$360/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Non-retainer Program Clients

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$360/hour for associates licensed over two years, or \$380/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

**SPECIAL EDUCATION AND SPECIAL ASSIGNMENT
LEGAL SERVICES RETAINER AGREEMENT
FOR CANUTILLO INDEPENDENT SCHOOL DISTRICT**

The Canutillo Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Kyle Robinson & Roalson P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions regarding special education and Section 504 issues. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional special education and Section 504 legal work over and above general telephone consultation. Examples of such additional special education legal work are research, opinion letters, and legal advice or representation in adversarial special education matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication *This Just In*, dealing with special education law issues published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. The relationship exists only as to special education legal work that is initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth in this section shall not apply to information that is or

becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

12. Generative AI: While representing District, Law Firm may use generative AI tools and technology like Westlaw to assist in legal research, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. However, it is important to note that while generative AI can enhance Law Firm's work, it is not a substitute for the expertise and judgment of Law Firm's attorneys. Law Firm will exercise professional judgment in using AI-generated content and ensure its accuracy and appropriateness in your specific matters. By entering into this agreement, District understands and agrees to Law Firm's use of AI-assisted applications, including Law Firm's limited, supervised use of those tools to process certain confidential information under Law Firm's continuing monitoring to reasonably protect the confidentiality of all information.
13. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that 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).

CANUTILLO INDEPENDENT SCHOOL DISTRICT


By: _____
(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.

By: 
Eric G. Rodriguez

7/15/2025

(Date)



CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING

Contract Routing and Approval Form

FOR PURCHASING OFFICE USE ONLY			
Contract Request Received		Assigned Contract No	
Routed for Internal Approval		Contract Fully Executed	
Routed for Vendor Approval		Notification To Proceed	

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance and determine procurement method(s). 3. Be advised that some agreements may require Legal Counsels review 4. Following final review, purchasing will route for additional signature(s), either district personnel and/or supplier. to ensure receipt of fully executed documents. 5. Purchasing will notify requestor when process has been completed.

NO SERVICES SHALL COMMENCE WITHOUT AN EXECUTED AGREEMENT AND AN APPROVED PURCHASE ORDER

IT IS THE REQUESTORS RESPONSIBILITY TO SUBMIT ALL DOCUMENTS PERTAINING TO THE SERVICE REQUESTED WITH AMPLE TIME TO ALLOW FOR FULL PROCESS. MUST INCLUDE Vendor agreement, vendor quote, vendor terms, any other docs related to the service, etc. This Contract Routing and Approval form is required to ensure we have the information needed to route documents for the necessary signatures.

THIS FORM MUST BE COMPLETED BY THE REQUESTING CAMPUS/DEPARTMENT

Must check off Contract Type: ☒ Professional Service ☒ Contracted Services ☐ Vendor Agreement ☐ Term Contract ☐ Interlocal
☐ Lease Agreement ☐ MOU ☐ MOA ☐ Construction ☐ Other _____

Campus/Department: Special Programs & Services

Campus/Department Contact person: Melissa Mena/Stephanie Erickson

Contact Number: 915-877-7450/7440 Requestors email: mmena@canutillo-isd.org serickson@canutillo-isd.org

Contract Title: Walsh Gallegos Kyle Robinson & Roalson, P.C.

Contract Description: Legal Services/Retainer Agreement for Special Education

VENDOR INFORMATION – MUST PROVIDE ALL INFORMATION LISTED BELOW: Required to obtain all necessary signatures.

Vendor/Company Name: Walsh Gallegos Kyle Robinson & Roalson P.C.

Vendor Full Address: 505 E. Huntland Dr., Suite 600, Austin, TX 78752

Name of Representative: Yvonne Love representatives' email: ylove@wabsa.com

Rep. Office Phone: 512-454-6864 Rep Mobile Number: _____

Vendor's Authorized Signer: Eric G. Rodriguez Signer's email: erodriguez@wabsa.com

Contract Amount: See Attachment Funding Source: Federal

Account No(s): 199.41.6211.00.918.99

Anticipated Start Date: _____ Based on Contract Signature End Date: _____ Based on Contract Signature Date

Is this a New Agreement? ☒ Yes ☐ No

Is this Agreement a renewal? ☐ Yes ☒ No If yes; specify the reason for renewal, what is it replacing? _____

Agreement Term: _____ Does agreement term include renewal options? ☐ Yes ☒ No

If yes, specify renewal options: _____

Does agreement require Insurance coverage? ☐ Yes ☒ No If yes, route agreement to Human Resources department for review, and to provide the necessary insurance requirements.

Human Resources staff review: _____ Date: _____

By signing this approval request form, I, the budget authority confirm that the agreement attached has been reviewed and all necessary documents pertaining to this agreement are being submitted.

Budget Authority Signature: _____

Date: 8/7/25

☐ Attachments: Must submit vendor agreement and all pertaining documents, quotes, etc., with this routing form.

Purchasing review: _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address: P.O. Box 100
Canutillo, TX 79835

PROFESSIONAL SERVICES CONTRACT

CONTRACT # _____

*1. This contract is entered by and between Canutillo Independent School District, hereinafter designated "District" and Walsh Gallegos Kyle Robinson & Roalson, P.C. Social Security or Employer Identification Number _____ Hereinafter designated "Contractor" (W-9 form must be completed).

*2. My name and title are Melissa Mena, Director of Special Education as the department/school supervisor, I authorize that during the period beginning TBD and ending TBD Contractor, as an independent contractor, who is not an employee or agent of the District, shall provide to the District, the following services for the use and benefit to public education in Texas:

Services Provided (Be Specific)

Legal services/Retainer Agreement for Special Education

Time: Varies

Location: Various

*3. For the performance, satisfactory to the District, of the services described above, the District shall pay to Contractor a fee equal to the sum of \$ See Attached Page. The total amount payable to the Contractor by the District pursuant to this contract shall in no event exceed the sum of \$N/A. All payments due to Contractor shall be made by a District check upon completion of work and submission of an itemized invoice with District Supervisors Signature. (Payment will be generated within 30 days after the items or service is received along with an original invoice)

~~4. All materials and products developed pursuant to this contract shall be the property of the District. The contractor shall not assert any claim or equity, or assert any claim to statutory copyright and/or patent in such materials and products without the prior written permission of the District~~ see below

EGR
08/07/

5. This contract is subject to all State of Texas and Federal laws, rules, and regulations including, but not limited to Title VI of the Civil Rights Act of 1964, as amended. This contract shall be interpreted according to the laws of the State of Texas.

*6. Contractor ☐ is ☒ is not incorporated. If incorporated, Contractor must attach a current franchise tax Certificate of Good Standing, available from the Texas State Comptroller, to this contract when signed and returned to the District.

7. Contractor Affirms that this contract does not create a conflict of interest with his/her present employer.

8. This contract may not be assigned by the Contractor without the written consent of the District.

9. Either party may terminate this contract without cause on ten (10) days written notice. The District for cause may also terminate this contract. Specifically, although not exclusively, cause shall include the District having to cancel an event related to the Contractor's performance for reasons beyond its control, or for the Contractor's failure to perform as contemplated by the District. In this case of the cause described herein, should a dispute arise over whether cause exists, the judgment of the District will control. On termination, the Contractor shall be due only compensation earned and reimbursement for approved costs. No fee will be due when termination was on ten (10) day notice.

1 | Page

The firm's training materials and newsletters are copyrighted. All work products created in the firm's performance of its legal representation of the Service Center as part of the attorney-client relationship are not subject to copyright by the firm.

10. The Contractor shall indemnify and save harmless the District and its Board of Trustees, agents, and employees from all suits, actions or claims of any character, type, or description, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by the negligent acts, errors or omission of the Contractor, his agents or employees in the performance of its duties under the terms of this contract. **Parties understand that the indemnification agreement in this paragraph will be limited to the applicable liability coverage of the Contractor.**

11. In the event that the District must substantially modify or reduce the size or scope of the project due to financial exigency or lack of funding the District shall give 10 day notice to Contractor. EGR
08/07/12

12. Note: This process takes seven to ten (7-10) business days to complete. Please plan accordingly and realize that this contract is not authorization to proceed without and approved District Purchase Order.

13. If the scope of the project requires the Contractor to have direct contact with students, the CISD originator must provide a copy of the TB test results and a Criminal History Release form to the Human Resources Department.

*14. This Contract shall be governed by the laws of the State of Texas and be performable in El Paso County, Texas.

AGREED and accepted on behalf of Contractor to be effective on the earliest date written above by a person authorized to bind Contractor.

Contractor must sign and return.

Contractor:



Authorized Signature

Eric Rodriguez

Printed Name

Shareholder

Title

District Supervisors Signature: 

Department/Campus Special Education

Account Number to Charge: 199.41.6211.00.918.99

*All Items with asterisk must be completely filled in

1. Will the contractor have continuing duties throughout the year?*	
2. Will the contractor have direct contact with the students?*	
3. Will the contractor work on a contract for services?*	
4. Will Contractor be unsupervised with students?*	

TO BE FILLED OUT BY FINANCIAL SERVICES DIVISION

AGREED on behalf of the District this _____ day of _____ (month and year), by a person authorized to Bind the District.

Director of Finance

TO BE FILLED OUT BY HUMAN RESOURCES DEPARTMENT

- Criminal History Release: _____
- Authorization to Proceed: _____, Human Resources Executive Director
- Date: _____