

Blake G. Powell  
Sara Hardner Leon  
Darrick W. Eugene  
Michelle Alcala  
Mackenzie Lewis  
Casandra Johnson  
William C. Bednar, Of Counsel



Jay Youngblood  
Tyler, Texas  
  
John J. Janssen, Ph.D.  
Corpus Christi, Texas  
  
Geneva L. Taylor  
Houston, Texas  
  
Rick W. Powell  
Pittsburg/Lewisville, Texas

May 2, 2018

**Via First Class Mail**

Dr. Marc Puig  
Superintendent of Schools  
Beeville Independent School District  
201 N Saint Mary's St.  
Beeville, TX 78102-4606

Dear Dr. Puig:

***Re: Annual TREA Legal Services Program Agreement***

Congratulations on your decision to participate in the Texas Rural Education Association (TREA). As an added benefit to TREA membership, Powell & Leon has waived its annual retainer fee for TREA member school districts.

As a part of this program, we offer 3 hours of **free legal consultations** on topics such as 313 agreements, special education concerns, employment contracts, student discipline, employee reprimands and dismissals, sexual harassment complaints, grievance procedures, Public Information Act request, governmental relations, and a host of other topics. You will only be billed if one of our attorneys must research, write, or do additional work outside of providing advice over the phone.

Participation in the program allows you to access our legal services at a reduced rate if needed. Powell & Leon understands budgets are tight. Therefore, our rate structures are some of the most competitive you will find. **As part of the Legal Services Retainer Agreement, clients will receive:**

- 3-hours of Board Training
- Weekly newsletter – Ed Clips – sent electronically covering informative and useful topics in education
- Client Alerts – sent electronically as needed covering “call to actions” when the legislature is meeting and any topic our clients need to know about quickly.
- Webinars and Audio Conferences. Over the course of the school year our firm offers webinars and audio conferences on pertinent subjects. In the fall of 2018, we are pleased to expand this service to offer Webinars and interactive Video Conferences with state-of-the-art audio visual resources.
- Discounted rates on all additional legal services needed.

1001 ESE Loop 323, Ste. 450  
Tyler, Texas 75701  
t: 903-526-6618  
f: 903-526-5766

115 Wild Basin Rd., Ste. 106  
Austin, Texas 78746  
t: 512-494-1177  
f: 512-494-1188

7324 Southwest Freeway, Ste. 365  
Houston, Texas 77074  
t: 713-779-7500  
f: 713-485-0169

802 N. Carancahua, Ste. 665  
Corpus Christi, Texas 78401  
t: 361-452-2804  
f: 361-452-2743

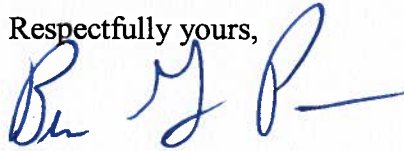
Enclosed you will find a Legal Services Program Agreement. If your District chooses to participate, please sign and return the Agreement electronically or by mail by August 31, 2018.

In addition, we enclose an updated Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ) and we are standing by and ready to comply with the new disclosure requirements required by Section 2252.908 of the Government Code. Please provide our office with a new contract number so that we may submit the necessary information online to ensure that both the District and our firm are in compliance.

We very much enjoyed working with you and the Beeville Independent School District in the 2017-2018 school year and look forward to continuing working together in the 2018-2019 school year. We hope you see the value in signing this agreement and return it promptly so we may serve your legal needs. At Powell & Leon, our clients come first. We will work to earn your trust every day.

With best regards, I am

Respectfully yours,

A handwritten signature in blue ink, appearing to read 'B. J. P.', is written over the typed name 'Blake Powell'.

Blake Powell  
For the Firm

Blake G. Powell  
Sara Hardner Leon  
Darrick W. Eugene  
Michelle Alcala  
Mackenzie Lewis  
Casandra Johnson  
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### **2018-2019 TREA Legal Services Program Agreement**

In accordance with Board Policy BDD (LOCAL), the undersigned ("Client") retains the law firm of Powell & Leon, LLP ("Firm") to serve as the Client's general legal counsel and attorney in matters requiring legal services, as requested by Client. Services to be performed and compensation to be paid by the Client are set forth in this Legal Services Program Agreement ("Agreement") between the Client and the Firm.

**General Counsel** - As a part of this Agreement, Texas Rural Education Association members will receive the following general counsel legal services:

- Prompt access to a school attorney (including access after-hours);
- Toll-free telephone access (800-494-1971);
- After-hours access to attorneys;
- Electronic *Ed Clips and Client Alerts*;
- Firm publications provided at a discounted rate;
- Three (3) hours of board member training;
- Teacher/Administrator/Other legal trainings are available at a reduced rate;
- All requested legal services at Firm's reduced TREA LSP member hourly rate;
- Complimentary insurance audit evaluating all existing insurance coverage upon request of Client;
- Powell & Leon, LLP is pleased to provide training modules and resources that will assist schools in meeting the mandated training requirements for a broad scope of legal topics, including Family Law, FERPA and Student Privacy Rights, Sexual Harassment, Handling School Employee Grievances, and other school-related topics dealing with legal issues.

### **Additional Transaction Services**

- Powell & Leon routinely serves as legal counsel to school districts in connection with 313 Economic Development Agreements. Legal fees are paid from the application fee.
- Government relation services are offered under individual government relations or coalition agreements.
- Powell & Leon, LLP has become a leading bond counsel firm recognized by the *Bond Buyer's Municipal Market Place (Red Book)* and performs bond counsel services at the Client's request. Bond counsel services are provided through bond counsel agreements. Cost and fees are paid as a part of cost of issuance.

Client shall receive prompt responses to all legal inquiries, and any "question calls" (that is, telephone consultation of a routine nature such as those requiring no research or drafting effort, or which are not part of an ongoing legal matter) are responded to at no charge. This Agreement includes the Firm's publications and training components, which are provided at no cost. The Firm regularly publishes *Ed Clips* on subjects of interest to school administrators. Client will receive, upon request, a board training session for up to three hours. Training and resource materials are generated for each training session, and presented in a format that Client may distribute. In the event that Client desires more training sessions, additional training will be provided at the Firm's reduced LSP member hourly rate.

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Corpus Christi, Texas 78401  
t: 361-452-2804  
f: 361-452-2743

**Annual Retainer and Hourly Fees** - Client agrees to an annual TREA membership fee of **\$500.00** for participation in the Firm's Legal Services Program for the 2018-2019 School Year. (***Firm's annual retainer is waived for TREA member districts***). All requested legal services shall be provided at Firm's reduced LSP member rate.

**Monthly Statements** - Firm attorneys maintain daily time records, in 1/10 hour increments. Monthly invoices identify the person performing the work, describe the legal work performed, and record the time expended on each task. Invoices provide separate totals for services and expenses followed by a combined total of services and costs. Fees and expenses are due and payable within thirty days after the date of billing.

**Expenses** - As part of the computation of legal fees, court costs, deposition costs, postage, filing fees, travel expenses, courier fees, consultant's fees and other professional fees incurred on Client's behalf (including specialized counsel), and other disbursements are billed at the amount incurred by the Firm. Expenses are included separately within each invoice. (See Schedule of Fees and Expenses).

**Of Counsel** - Client understands that attorneys may serve the Firm in an Of Counsel relationship. Client consents to the involvement of attorneys in an Of Counsel relationship to the Firm and understands that these individuals may be involved from time to time in the delivery of Firm's legal services.

**Insurance Defense** - Client shall make every effort to require its insurance carrier to assign its litigation cases to Firm. The Client agrees that any costs or time incurred by Firm on litigation but not paid by the Client's insurer(s) shall be borne by the Client.

**Termination and Withdrawal** - This Agreement may be terminated and the Firm may withdraw from Client's representation at any time if:

- (a) Client or Firm request termination;
- (b) Client insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good-faith argument for an extension, modification, or reversal of existing law; or
- (c) Client insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules or disregards an agreement or obligation to the Firm as to expenses or fees for services rendered.

In the event of withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to the rights of Client, including giving due notice to Client, allowing time for employment of other counsel, delivering to Client all papers and property to which Client is entitled, and complying with the applicable laws and rules.

**CLIENT UNDERSTANDS THAT THE FIRM HAS MADE NO REPRESENTATION CONCERNING THE SUCCESSFUL OUTCOME OF ANY LEGAL ACTION THAT IS OR MAY BE FILED, AND HAS NOT GUARANTEED THAT THE FIRM WILL OBTAIN REIMBURSEMENT TO CLIENT OF ANY OF THE FEES, COSTS, AND/OR EXPENSES INCURRED BY CLIENT IN THE PROSECUTION OR DEFENSE OF SAID CLAIM OR CLAIMS. CLIENT FURTHER EXPRESSLY ACKNOWLEDGES THAT ALL STATEMENTS OF ATTORNEY ON THESE MATTERS ARE STATEMENTS OF OPINION ONLY.**

**Confidentiality** - Conversations between an attorney and a client are protected by law and by the disciplinary rules to which attorneys are subject. No attorney can be compelled to reveal anything a client says to him or her, except in instances where a person's life may be endangered or as prescribed by section



261.101 of the Texas Family Code regarding child abuse. The reason for this protection is that the experience of many hundreds of years has proved that the interests of the client are best served when the client's attorneys are fully informed of *all* the facts well in advance of any possible contest.

**Electronic Mail** – The Firm will attempt to promptly check for and respond to any e-mail correspondence from Client. Client understands that e-mail correspondence is not as secure as mail through the Postal Service and that e-mail can be intercepted by third parties. By the sending of an e-mail to the Firm, Client consents to the Firm responding and using e-mail in the future to communicate with Client and Client bears all risks of the loss of privacy that may occur with e-mail communication and releases the Firm from any liability for loss of privacy.

**Information and Communication** – The Firm pledges to do its best to keep Client advised on how any legal matter is progressing, based on information received from the court, opposing party, and from Client. The Firm routinely sends Client copies of all pleadings, discovery and correspondence for Client's information. Day-to-day communication between Client and the Firm is typically between the Superintendent (and appropriate administrative staff) and the Firm. The LSP Response Form below invites the Superintendent to identify specific staff members, if desired, who are authorized to access the services of the Firm. In accordance with this written Agreement and Board Policy BDD (LOCAL), individual Trustees shall channel legal inquiries through the Superintendent or Board designee, as appropriate, when advice or information from the District's legal counsel is sought. A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.

**Duty to Advise of Current Address** - Client agrees to keep the Firm advised of any changes in address, all telephone numbers, and e-mail addresses.

**Records Management and Destruction of File** - Client's records management officer is responsible to ensure compliance with the applicable minimum retention schedules. The Firm shall return any original instruments to the Client. However, **unless notified to the contrary, in writing, the Firm reserves the right and privilege to destroy files five (5) years from the date a file matter is closed.** If Client fails to request, in writing, the return of any items, Client consents that said items may be destroyed after the passage of five (5) years from the date the file or matter is closed.

**Texas Lawyer's Creed** - The Texas Supreme Court and Courts of Appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. The Creed requires Texas attorneys to advise clients of the contents of the Creed when undertaking to represent a client. A copy of the Texas Lawyer's Creed is attached to this Agreement for Client's review. Client understands that the Firm may do nothing which violates this Creed.

**Notices to Client** - The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free call. In compliance with TEX. GOVT. CODE § 2270.002, the Firm hereby affirms that it has not and will not boycott Israel during the term of this Agreement and that it is not identified on a list prepared and maintained under TEX. GOVT. CODE §§ 806.051, 807.051 or 2252.153.

**Texas Law** - Texas law shall govern this Agreement. In the event any part or provision of this Agreement shall be held to be illegal, such illegal provision shall be deleted, shall not affect any other part of this Agreement, and this Agreement shall be construed as if such illegal provision had never been contained herein.

**Entire Agreement** - This Agreement represents the entire and integrated agreement between Client and Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Firm.

**Schedule of Fees and Expenses**

Members of the Firm's Legal Services Program receive a reduced hourly fee for services from the Firm's attorneys, as well as "question call" services at no cost to Client. The Firm has a sliding fee scale for attorneys, based upon the experience of the attorney. The maximum hourly rate for P&L attorney time is currently \$285.00 per hour (reduced from the full fee of \$375.00 per hour for non-LSP members). Fees may be charged for paralegal services or administrative services at a billing rate of \$100-\$130 per hour. The Firm reserves the right to increase its hourly rate during the term of this Agreement, particularly in the event of unanticipated increases in the costs of doing business, but only after first providing Client with notice of the proposed change in rates, and permitting Client the opportunity to terminate the Agreement.

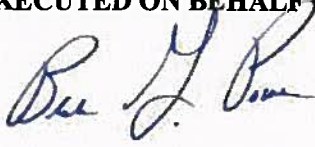
P&L charges attorney time on the following fee scale:

Partner/ of Counsel	\$285.00 per hour
Senior Associate (5+ years)	\$255.00 per hour
Junior Associate (1-5 years)	\$225.00 per hour
Paralegal	\$130.00 per hour
Legal Assistant	\$100.00 per hour
Travel Time	½ the Attorney's hourly rate

The Firm charges only for expenses which represent direct costs of the delivery of legal services. Expenses are to be billed as follows:

In-house photocopies:	25¢ per copy
Electronic Library Charges	\$95.00 per hour (not to exceed \$300/month)
Telicon	No charge
Bill Summaries	No charge
Outside photocopy services	At cost as billed by provider
Postage	At cost
Litigation expenses (consultants, expert witness, court reporter, graphic exhibits)	At cost
Mileage:	.535/mile (or current IRS rate)
Travel/Lodging	At cost
Courier Services	At cost

**EXECUTED ON BEHALF OF POWELL & LEON, LLP BY:**



\_\_\_\_\_  
Blake G. Powell, Partner  
Powell & Leon, LLP



\_\_\_\_\_  
Sara Hardner Leon, Partner  
Powell & Leon, LLP

**EXECUTED ON BEHALF OF THE LEGAL SERVICES PROGRAM MEMBER CLIENT BY:**

\_\_\_\_\_

Date: \_\_\_\_\_

Signature

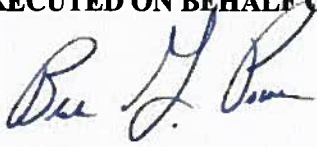
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Client Name: \_\_\_\_\_

*This original is for your file*

**EXECUTED ON BEHALF OF POWELL & LEON, LLP BY:**



\_\_\_\_\_  
Blake G. Powell, Partner  
Powell & Leon, LLP

\_\_\_\_\_  
Sara Hardner Leon, Partner  
Powell & Leon, LLP

**EXECUTED ON BEHALF OF THE LEGAL SERVICES PROGRAM MEMBER CLIENT BY:**

\_\_\_\_\_ Date: \_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Client Name: \_\_\_\_\_



*Please return this form in the self-addressed stamped envelope along with the completed form below*

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**2018-2019 Legal Services Program Response Form**

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- ☐ **Yes, I would like to enroll in Powell & Leon's TREA Legal Services Program for the 2018-2019 School Year. I am enclosing a \$500.00 check made payable to the Texas Rural Education Association for 2018-2019 Membership.**
- ☐ **Yes, I would like to enroll in Powell & Leon's Legal Services Program for the 2018-2019 School Year. Please ask TREA to invoice me \$500.00 for the 2018-2019 LSP membership after August 31, 2018.**
- ☐ **Yes, I would like to enroll in Powell & Leon's Legal Services Program for the 2018-2019 School Year. Our school district has paid TREA for the 2018-2019 Membership.**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**School:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Superintendent's Current Electronic Mail Address:** \_\_\_\_\_

**Client's Tax-Exempt ID No.:** \_\_\_\_\_

**Other administrators or categories of administrators authorized to contact Firm:**

*Name/Email:* \_\_\_\_\_

*Special Education/504 Contact:* \_\_\_\_\_

*Board President E-mail:* \_\_\_\_\_

**Electronic mail address of other administrator(s) who wish to receive P&L's *Client Alert*:**

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*[Please return this form in the self-addressed stamped envelope]*

**Powell & Leon, L LP EIN No.: 74-2768755**