

SPECIAL EDUCATION
LEGAL SERVICES RETAINER AGREEMENT
FOR
KELLER
INDEPENDENT SCHOOL DISTRICT

The Keller 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, Anderson, Brown, Schulze & Aldridge, 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 arising out of the general operation of the District. 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 legal work over and above general telephone consultation. Examples of additional legal work are research, opinion letters, and legal advice or representation in adversarial 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, and the bi-monthly general school law publication *Time Out With Walsh Anderson*, both published by the Law Firm.
4. **Email Updates:** The Law Firm shall send to designated District personnel and trustees periodic email updates 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. **Scope of Attorney-Client Relationship:** This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are 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 for such advice or work on a matter by the District's Board

President, Superintendent, Special Education Director, or designee. 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.

Executed this _____ day of _____, 2005.

KELLER INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

(Print Name)

(Title)

WALSH, ANDERSON, BROWN, SCHULZE & ALDRIDGE, P.C.

By: _____
Oscar G. Treviño
Managing Shareholder