

**BROWNWOOD INDEPENDENT SCHOOL DISTRICT
RESOLUTION REGARDING REGION XV REGIONAL DAY SCHOOL PROGRAM
FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT**

***CONSENT FOR MULTIPLE REPRESENTATION AND DELEGATION OF AUTHORITY
TO SUPERINTENDENT FOR FUTURE ACTION***

WHEREAS, the Board of Trustees of the Brownwood Independent School District has previously authorized and executed the Shared Services Arrangement Agreement for the Region XV Regional Day School Program for the Deaf (“RDSPD SSA”);

WHEREAS, the RDSPD SSA is a cooperative established by and through a Shared Services Agreement of school districts to operate certain aspects of their special education program for students with auditory impairments under the authority of former Section 29.007, Texas Education Code, and the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

WHEREAS, the RDSPD SSA is composed of the following school district and charter school members: Ballinger Independent School District, Bangs Independent School District, Blanket Independent School District, Brady Independent School District, Bronte Independent School District, Brookesmith Independent School District, Brownwood Independent School District, Cherokee Independent School District, Christoval Independent School District, Coleman Independent School District, Comstock Independent School District, Crane Independent School District, Crockett County Consolidated Common School District, Early Independent School District, Eden Consolidated Independent School District, Grape Creek Independent School District, Harper Independent School District, Irion County Independent School District, Junction Independent School District, Lohn Independent School District, Mason Independent School District, May Independent School District, Menard Independent School District, Miles Independent School District, Nueces Canyon Consolidated Independent School District, Olfen Independent School District, Paint Rock Independent School District, Panther Creek Consolidated Independent School District, Richland Springs Independent School District, Robert Lee Independent School District, Rochelle Independent School District, Rocksprings Independent School District, San Angelo Independent School District, San Felipe Del Rio Consolidated Independent School District, San Saba Independent School District, Santa Anna Independent School District, Schleicher County Independent School District, Sonora Independent School District, Sterling City Independent School District, Texas Leadership Charter Academy, Veribest Independent School District, Wall Independent School District, Water Valley Independent School District, Winters Independent School District, Zephyr Independent School District (“Member Districts”);

WHEREAS, the Education Service Center for Region 15, while not a Member District, is the Fiscal Agent for the Region XV RDSPD SSA;

WHEREAS, the RDSPD SSA is governed by a Management Board consisting of the Superintendent of Schools or Designee for each Member District;

WHEREAS, Senate Bill 1376 was passed by the 86th Legislature and repealed Texas Education Code Section 29.007 which stated as follows,

School district may enter into a written contract to jointly operate their special education programs. The contract must be approved by the commissioner. Funds to which the cooperating districts are entitled may be allocated to the districts jointly as shared services arrangement units or shared services arrangement funds in accordance with the shared services arrangement districts' agreement.

WHEREAS, the Texas Education Agency ("TEA") continues to exercise authority over Regional Day School Programs for the Deaf as part of their authority through Texas Education Code Chapter 30, Subchapter D;

WHEREAS, school districts retain the legal authority to enter into interlocal agreements under the authority of Texas Education Code Sections 11.157 and 11.1511(c)(4) as well as under the Interlocal Cooperation Act, Chapter 791, Texas Government; and school districts continue to be required to have access to RDSPDs in accordance with 19 Texas Administrative Code § 89.1080;

WHEREAS, the Board of Trustees is authorized under Texas Education Code Section 11.1511(c)(4) and the Texas Education Agency Regional Day School Programs for the Deaf Shared Services Arrangement Procedures updated in 2020 to delegate authority to the Superintendent of Schools or Designee to take current and future action to conform the RDSPD SSA to an Interlocal Agreement and further modify the agreement to conform with TEA regulations, rules or guidance;

WHEREAS, the Board of Trustees may also lawfully delegate the authority to the Superintendent of Schools or Designee to represent the District and take action on the Management Board, without need for further approval of the Board of Trustees, with the exception of any changes to the District's participation in same or potential or anticipated litigation;

WHEREAS, the current and future changes to the RDSPD SSA requires the legal services of a law firm to ensure legal compliance, remove inapplicable legal requirements and set forth the rights and responsibilities of each party to continue to work in a cooperative manner so that RDSPD services may be provided to special education students;

WHEREAS, the Member Districts request the representation of the law firm of Walsh Gallegos Treviño Kyle & Robinson P.C. ("Walsh Gallegos") for multi-party joint representation given the shared common interest to change the RDSPD SSA to an Interlocal Agreement that meets legal requirements, and make any other Management Board-requested changes to the Interlocal Agreement including future changes caused by TEA regulations, rules or guidance or changes in law;

WHEREAS, prior written consent of all Member Districts (except for Member Districts represented by other legal counsel), including current clients of the firm, is required to engage the law firm's representation along with acknowledgments by the Member Districts that each,

- a. is not aware of any existing conflict of interest that impacts joint representation such as pending litigation or adverse interests with another District in the drafting of the Interlocal Agreement, etc.,
- b. will inform the law firm if a conflict of interest or potential conflict of interest arises during the pendency of the multi-party joint representation,
- c. agrees to a limited waiver of the attorney-client privilege as to information learned by the law firm as part of its multi-party joint legal representation (but only as between jointly represented Member Districts) that directly arises from the joint representation in drafting of a new Interlocal Agreement to replace the current RDSPD SSA and future related revisions (the limited attorney-client waiver does not apply to third parties or to information related or arising from other areas of legal representation), and
- d. delegates the authority to provide future consents for multi-party legal representation on this matter to the Superintendent of Schools or Designee;

WHEREAS, Walsh Gallegos has disclosed that the potential for a conflict of interest may arise in joint representation of clients and that it,

- a. is not aware of a conflict of interest that would prevent the firm from undertaking this representation,
- b. will notify the jointly represented Member Districts if it becomes aware of a potential or actual conflict of interest, and
- c. will withdraw from this representation upon Management Board request or should an actual conflict of interest arise to include threatened or actual litigation among jointly represented Member Districts related to the drafting and future revision of an Interlocal Agreement from the current RDSPD SSA;

BE IT RESOLVED THAT, the Board of Trustees approves by majority vote that,

1. The statements in the Preamble of this Resolution are found to be true and correct;
2. Approves the District's participation in a newly drafted Interlocal Agreement based on revisions to the current RDSPD SSA as approved by the Superintendent of Schools or Designee for the 2022-2023 school year and into the future;
3. Delegates authority to the Superintendent of Schools or Designee to:
 - a. Serve and represent the District on the RDSPD SSA Management Board, with authority to take all necessary action, with the exception of decisions to withdraw

the District from membership and/or decisions on anticipated or potential litigation, as such decisions are reserved for consideration and action by the Board;

- b. Negotiate and approve a new Interlocal Agreement from the current RDSPD SSA and any future revisions to ensure full conformity with the law and serve the best interest of the District; and
 - c. Consent to the future retention of the law firm of Walsh Gallegos and provide requested consents for continued or future multi-party joint representation on future revisions to the Interlocal Agreement;
- 4. Retains the law firm Walsh Gallegos Treviño Kyle & Robinson P.C. for joint multi-party representation of all Member Districts, except for Member Districts represented by other counsel, for legal counsel and service in drafting a new Interlocal Agreement; and
 - 5. Sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees was posted pursuant to Chapter 551, Texas Government Code, and the meeting and vote on this Resolution was open to the public as required by law.

APPROVED AND ADOPTED this ____ day of _____, 2022.

By: _____
President, Board of Trustees
Brownwood Independent School District

ATTEST:

Secretary, Board of Trustees
Brownwood Independent School District

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing Resolution was presented to the Board of Trustees of the Brownwood Independent School District during a meeting on _____, 2022. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the Resolution be adopted, and such Resolution was then adopted according to the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

To certify which, witness my hand and the official seal of the District this _____ day of _____, 2022.

Secretary, Board of Trustees
Brownwood Independent School District