

WALSH, ANDERSON,  
GALLEGOS, GREEN  
and TREVIÑO, P.C.

ATTORNEYS AT LAW

December 1, 2013

VIA FIRST CLASS MAIL

Dr. Sue Thomas  
Superintendent  
Beeville ISD  
201 North Saint Mary's St.  
Beeville, Texas 78102

RE: Renewal of Membership in Walsh Anderson's Retainer Program

Dear Dr. Thomas:

It's hard to believe another year has gone by but once again it is time to renew Beeville Independent School District's membership in the Walsh Anderson Retainer Program. To that end, enclosed with your monthly statement, you will find our Legal Services Retainer Agreement and our invoice for membership in our Retainer Program. As you know, this valuable program includes the following benefits for just \$1,000.00 per year:

- Unlimited free telephone consultation with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Anderson products such as The Legal Guide to DAEP & Expulsion, Extracurricular Code of Conduct, and A Campus Guide to Response to Intervention,
- A free subscription to our bi-monthly general education newsletter "Time Out with Walsh Anderson,"
- A free subscription to our monthly special education newsletter "This Just In," and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description.

---

Centennial Towers  
505 E. Huntland Dr., #600  
Austin, Texas 78752

---

CELEBRATING  
**30**  
YEARS  
— OF SERVICE TO —  
PUBLIC EDUCATION

---

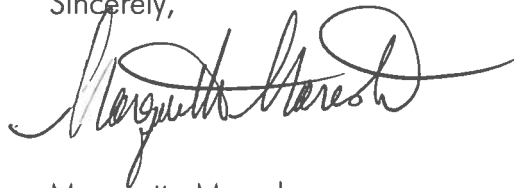
Telephone : 512.454.6864  
Fax : 512.467.9318  
[www.WalshAnderson.com](http://www.WalshAnderson.com)

---

We enjoy working with Beeville Independent School District and hope the district will continue its membership in our retainer program. Many districts have adopted the Texas Association of School Boards' policy BDD (local) which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the advice you need, when you need it. Should you have any questions about the Retainer Agreement or wish to reach me directly, please feel free to contact me at (800) 252-3405.

Sincerely,

A handwritten signature in black ink, appearing to read "Marquette Maresh". The signature is fluid and cursive, with a large initial "M" and a long horizontal flourish extending to the right.

Marquette Maresh

MMM/jrh

Enclosures

cc: Mr. Nick Cardenas, Board President  
Ms. Cindy Clendennen, Executive Director of Special Programs  
(not including billing statement  
or email update form)

**LEGAL SERVICES RETAINER AGREEMENT  
FOR  
BEEVILLE  
INDEPENDENT SCHOOL DISTRICT**

---

The Beeville 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, Gallegos, Green & Treviño, 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 such 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. 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. 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 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BEEVILLE INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

WALSH, ANDERSON, GALLEGOS, GREEN & TREVIÑO, P.C.

By: \_\_\_\_\_  
Oscar G. Treviño  
Managing Shareholder