



March 20, 2024

VIA U.S. FIRST CLASS MAIL

MR. ANTHONY FIGUEROA
SUPERINTENDENT OF SCHOOLS
GROESBECK ISD
1202 N ELLIS
GROESBECK, TX 76642-0559

Re: TREA Members' Legal Services Program Agreement for School Year 2024-2025

Dear Mr. Figueroa:

Thank you for your consideration of Powell Law Group, LLP's Legal Services Program. Powell Law Group, LLP offers participation in our Legal Services Program for Texas Rural Education Association ("TREA") members with no annual retainer agreement. Our program for TREA members is designed so that district representatives, such as the Superintendent, Board President, and the Special Education Director (or their designees) can easily seek advice from attorneys as needed and at their convenience. Powell Law Group, LLP will solve your legal problems in a candid and ethical manner, emphasizing long-lasting solutions and relationships.

Powell Law Group, LLP is a full-service, state-wide law firm whose mission is to provide the highest quality of personalized training and comprehensive legal services to school districts. Our attorneys are both counselors and advocates, dedicated to an uncompromising commitment to excellence and client service. Since the Firm was established in 1996 with the principal office located just minutes from downtown Austin, our approach to the practice of law has always involved early consultation and intervention, client training, and timely responses to client concerns. Much has changed over the last two decades. Despite our growth and evolution, our original mission remains the same—to provide trusted counsel and exceptional service. The Firm's resources and areas of expertise encompass the entire gambit of legal services. We have a hard-earned reputation as counselors and advocates with a passion for public education and unparalleled commitment to client service. Our clients are as diverse as the great state of Texas.

As a part of this program, we offer 1 hour of **free consultations** on topics such as public finance (bonds), governmental relations, board training, and a host of other topics. You are only invoiced if one of our attorneys must research, write, or do additional work outside of providing advice over the phone.

Powell Law Group, LLP understands that budgets are tight. Therefore, our rate structure is one of the most competitive you will find. **As part of the Legal Services Program for TREA members, clients will receive:**

- Membership in the Center for School Governance, which provides discounted and personalized board training;
- Digital newsletters—*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 covering any topic our clients need to know about quickly;
- Discounted rates on all additional legal services or training as needed;
- TREA membership dues remain unchanged.

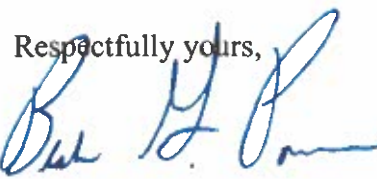
Enclosed, you will find a Legal Services Program Agreement. If your District chooses to participate, please sign and return: (i) the Signature Page; (ii) the 2024-2025 Legal Services Program Response Form; and (iii) the Form 1295 Disclosure Requirements, electronically or by mail.

We have enclosed an updated Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ). We are standing by and ready to comply with the disclosure requirements required by Section 2252.908 of the Texas Government Code. Please provide 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.

In addition, you will also find more information on the Texas Rural Broadband Coalition (“TRBC”) along with a resolution from TRBC for your Board to consider regarding broadband service and a QR code with a survey link so that TRBC can better understand your internet needs. Once your Board passes the resolution, please provide our office with a copy. We encourage your District to become a part of the TRBC and to send a message that will help expand broadband service across Texas.

We welcome the opportunity to work with you and the District in the 2024-2025 school year and in the future. We hope you see the value in signing this agreement and return it promptly so we may serve your legal needs. At Powell Law Group, LLP, our clients come first. We will work to earn your trust every day.

With best regards, I am

Respectfully yours,

Blake Powell
FOR THE FIRM

Enclosures



SCHOOL YEAR 2024-2025
LEGAL SERVICES PROGRAM AGREEMENT FOR TREA MEMBERS

In accordance with Board Policy BDD(LOCAL), the undersigned (“*Client*”) retains Powell Law Group, 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 (“*LSP*”) Agreement (“*Agreement*”) between the Client and the Firm.

Legal Services. As a part of this Agreement, Legal Services Program 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).
- Electronic *Ed Clips!* and *Client Alerts*.
- Teacher / SPED / Administrator / Other trainings are available at a reduced rate.
- All requested legal services at the Firm’s reduced LSP member hourly rate.
- Complimentary insurance audit, evaluating all existing insurance coverage, upon request of Client.
- General and special education counsel legal services.
- Access to Center for School Governance training (*see enclosure*).

Additional Transaction Services.

- Government relation services are offered under individual government relations or coalition agreements.
- The Firm is a leading public finance 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 the cost of issuance.
- Executive searches are provided at a very reasonable rate and include additional training components as a part of this service.

Client shall receive prompt responses to all legal inquiries. The Firm responds to any “question calls” (that is, telephone consultation of a routine nature that requires no research or drafting effort and that is not part of an ongoing legal matter) at no charge. The Firm regularly publishes *Ed Clips!* and *Client Alerts* on subjects of interest to school administrators. Training and resource materials are generated for each training session and presented in a format that Client may distribute. If Client desires training sessions, training will be provided at the Firm’s reduced LSP member hourly rate.

Annual Retainer and Hourly Fees. Client agrees to pay the annual TREA membership fee for participation in the Firm's Legal Services Program for the 2024-2025 school year. The TREA membership cost has not increased this year. **The Firm's annual retainer is waived for TREA members.** All requested legal services shall be provided at the 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, the following costs are billed at the amount incurred by the Firm: 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. 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 the Firm's legal services.

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

Termination and Withdrawal. This Agreement may terminate, and the Firm may withdraw from Client's representation at any time if:

- (a) Client or the Firm requests 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.
- (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 that 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 to 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 seeking advice or information from the District's legal counsel. 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 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 the Texas Court of Criminal 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. If any part or provision of this Agreement shall be held to be illegal, then 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.



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 PLG attorney time is currently \$325.00 per hour (reduced from the full fee of \$450.00 per hour for non-LSP members). 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. The Firm charges attorney time on the following fee scale:

Firm Member	Rate
Partner / Of Counsel	\$325.00 per hour
Senior Associate	\$300.00 per hour
Junior Associate	\$285.00 per hour
Senior Law Clerk	\$195.00 per hour
Paralegal	\$175.00 per hour
Legal Assistant	\$125.00 per hour
Travel Time	½ hourly rate

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

Expense	Cost
In-house photocopies	\$0.25 per copy
Electronic Library Charges	\$95.00 per hour (not to exceed \$300 per month)
Telicon	No Charge
Bill Summaries	No Charge
Outside photocopy services	At Cost
Postage	At Cost
Litigation expenses (consultants, expert witness, court reporter, graphic exhibits)	At Cost
Mileage (no charge for return trip)	\$0.67 per mile (or current IRS rate)
Travel / Lodging	At Cost
Courier Services	At Cost



A handwritten signature in blue ink, appearing to read 'Blake G. Powell'.

Blake G. Powell, Partner
Powell Law Group, LLP
EIN: 74-2768755

A handwritten signature in blue ink, appearing to read 'Jay Youngblood'.

Jay Youngblood, Partner
Powell Law Group, LLP
EIN: 74-2768755

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

Signature

Date

Name

Title

Client Name

This original is for the Client's records.



LEGAL SERVICES PROGRAM RESPONSE FORM

Please select an option below to participate in Powell Law Group, LLP's Legal Services Program.

- ☐ Yes, I would like to enroll in Powell Law Group, LLP's Legal Services Program for TREA members for the 2024-2025 school year. I am enclosing a check made payable to the Texas Rural Education Association for the 2024-2025 membership dues.
- ☐ Yes, I would like to enroll in Powell Law Group, LLP's Legal Services Program for TREA members for the 2024-2025 school year. Please ask TREA to invoice me for the 2024-2025 LSP membership fee.
- ☐ Yes, I would like to enroll in Powell Law Group, LLP's Legal Services Program for TREA members for the 2024-2025 school year. The 2024-2025 membership dues have already been paid to the Texas Rural Education Association.

Name: _____

Title: _____

Entity: _____

Date: _____

Email Address: _____

Tax-Exempt ID: _____

Other administrators / categories of administrators who are authorized to contact the Firm:

Name and Email: _____

Special Education / 504 Coordinator: _____

Business Manager / CFO: _____

Board President: _____

E-mail address(es) of other administrator(s) who wish to receive *Ed Clips!* and *Client Alerts*:

Please return this form to Powell Law Group, LLP, 108 Wild Basin Rd, Ste 100, Austin, TX 78746.