Notice of Regular Meeting
Board of Trustees
Monday, June 15, 2026

A Regular Meeting of the Board of Trustees will be held on Monday, June 15, 2026, beginning at 6:30 PM, in the Rio Vista Administration Building, 100 Capps St., Rio Vista, TX 76093.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **Call to Order**
   Description: I call this meeting of the Rio Vista Independent School District to order. Let the record show that a quorum of the Board members are present and this meeting has been duly called and the notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.
2. **Roll Call**
3. **Prayer**
4. **Pledges**
5. **Open Forum for Agenda Items**
6. **Recognitions**
7. **Consent Agenda**
   Description: All items may be acted upon at the same time by the board of trustees. Items may be excluded when making a motion. ex. I make a motion to approve item B and C.
   1. Board Minutes
8. **Reports**
   1. Superintendent Report, Communications, and Information
   2. Special Education Report
   3. Construction Update
   4. Chief Financial Officer Report
   5. Chief Academic Officer Report
9. **New Business**
   1. Discuss and consider Board Policy EIE (LOCAL)
   2. Discuss and consider general operating, food service and debt services final budget amendments
   3. Discuss and consider 26-27 health risk management student insurance
   4. Discuss and consider safety audit
   5. Discuss and consider E-rate funding
   6. Discuss and consider board meeting dates for 26-27 school year
   7. Discuss and consider approval regarding retainer agreement with Walsh, Gallegos, Kyle, Robinson & De Los Santos, P.C.
   8. Personnel
10. **Closed Session**
    Description: The Board will now adjourn into executive session pursuant to the following sections of the Texas Open Meetings Act:

39.030 Educ. Code: Assessment Instruments
418.183 Homeland Security
551.071 Private consultation with the Board's attorney
551.072 Discussion purchase, exchange, leases, or value of real property.
551.073 Discussing negotiated contracts for prospective gifts or donations
551.074 Discussing personnel or to hear complaints against personnel
551.0785 Medical or Psychiatric Records
551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
551.082 Considering discipline of a public school child, or complaint or charge against personnel.
551.0821 Personally Identifiable Student Information
551.083 Consider the standards, guidelines, terms, or conditions the Board will follow, or will instruct its representatives of employee groups.
551.084 Excluding witness from a hearing.
551.087 Economic Development Negotiations

1. Personnel
2. Consultation with attorney regarding matters related to trustee elections (Tex Gov't Code 551.071)

11. **Adjournment**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

An original copy was posted in the outdoor cabinet next to the front door of the Rio Vista School District Administration Building.

_____

For the Board of Trustees

Rio Vista ISD Board Meeting Dates*

2026-2027

July 20, 2026

August 17, 2026

September 21, 2026

October 19, 2026

November 16, 2026

December 14, 2026

January 25, 2027

February 22, 2027

March 22, 2027

April 19, 2027

May 10, 2027

June 21, 2027

*Meetings are subject to change

Rio Vista ISD

Retainer Program Overview

June 15, 2026

WALSH GALLEGOS

KYLE ROBINSON & DE LOS SANTOS P.C.

The Walsh Gallegos Way

Who we are:

- **Founded in Austin, September 1, 1983**
  - Over 40 years representing Texas public schools
  - Biggest and oldest school law firm in Texas dedicated solely to the representation of public schools.
- 500+ clients across Texas
- 53 attorneys in 6 Texas offices
  - *Irving*
  - *Rio Grande Valley*
  - *San Antonio*
  - *Austin*
  - *Houston*
  - *Amarillo*

The Walsh Gallegos Way

Our mission is to **help the people who help the kids** and our purpose is to serve.

Ours is a proactive approach to legal advice:

- Focus first on educating and training board members and administrators on compliance with law and policy.
- We are approved and certified by the TEA to provide training.
- Minimize legal conflicts that might otherwise drain the financial resources of the District and pull attention away from the District's primary mission of educating all students.

Scope of Services

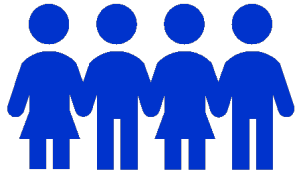
- Walsh Gallegos focuses on all facets of school district representation, including:



Governance



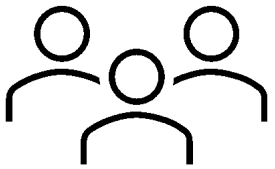
Special Education



Students



Facilities & Business



Employment



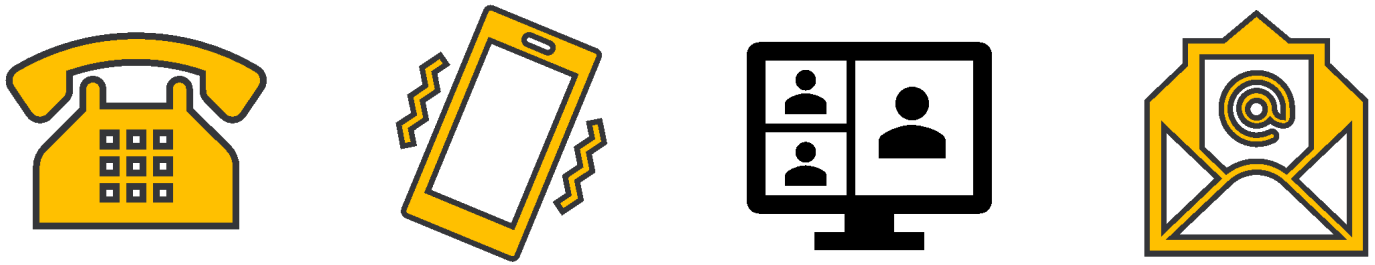
Litigation

Scope of Services

- Detailed list of legal services offered:
  - General School Law
  - Employment Matters
  - Immigration Law
  - Investigations
  - Business/Commercial Law
  - Construction Law
  - Facility Use/Naming Rights
  - Real Estate
  - Personnel Administration and Benefits
  - Litigation
  - Special Education and Section 504 and Civil Rights Issues
  - Intellectual Property
  - Board Counsel
  - Employment Litigation and Personnel Matters
  - Other Legal Services As Needed

Communication, Availability and Accessibility

- We work around your schedule.
- Every client is different. Our attorneys work to identify and implement the most effective communication strategies based on client preference and need.



Our Team Approach

- We take a team approach in order to ensure that school districts receive the help they need, when they need it.
  - A designated team of attorneys will assist in ongoing matters and issues as they arise.
  - There is always an attorney available to assist at a moment's notice.
- Attorneys work directly with administration to assess and advise through legal issues as they arise.
- We also offer Board counsel services to assist and guide the Board through issues of governance and legal compliance.

Retainer Program Highlights

- Access to no-charge telephone calls, texts, or emails to experienced school law attorneys regarding general routine legal matters
- Specifically, who has access?
  - Board president and any other designated board member
  - Superintendent and any other designated administrator
  - You will tell us who is designated
- School districts who are *not* part of the retainer program are billed for *all* phone calls, texts, and emails

Retainer Program Highlights

- After the initial consultation, if an attorney must conduct research, review or draft a document, consult with another attorney or opposing counsel, or perform other legal work, Rio Vista will be billed at a reduced hourly rate compared to districts who are not a part of the retainer program, plus some costs if necessary (i.e. copying and postage).
- If a matter requires more in-depth work, we will create a separate file for that matter so you will easily be able to see all of the billing for that matter.

Retainer Program Highlights

- Retainer Program Member School Districts also receive:
  - Subscription to the bi-monthly newsletter *Time Out with Walsh Gallegos* addressing general education issues
  - Subscription to the monthly newsletter *This Just In* addressing legal issues specific to the special needs of students with disabilities
  - Periodic Walsh Gallegos e-mail updates on the latest developments in school law
  - One free On-Demand webinar each year
  - Reduced rates on all Walsh Gallegos inservices and products

Retainer Program Highlights

- Retainer program cost: $1000 per year
- The Retainer Agreement is included in your board packet and is on the agenda for you to approve tonight

Questions?



WALSH GALLEGOS

KYLE ROBINSON & DE LOS SANTOS P.C.

WALSH GALLEGOS
KYLE ROBINSON & DE LOS SANTOS P.C.

April 27, 2026

Dr. Chris Chappotin
Superintendent
Rio Vista ISD
PO Box 369
Rio Vista, Texas 76093-0369

Re: Legal Services

Dear Dr. Chappotin:

Walsh Gallegos Kyle Robinson & De Los Santos P.C. welcomes the opportunity to work with the Rio Vista Independent School District. Enclosed are assorted brochures detailing the various products and services we provide, a legal services retainer agreement, and a summary of our fee structure. You will find that our statewide reputation speaks for itself—as everyone knows, Walsh Gallegos *knows* school law.

Walsh Gallegos offers two options designed to provide the best representation in school law to school districts, colleges, and special education cooperatives. In short, we are happy to do as much work as the District wishes. Our flexible programs give the choice to you.

Option 1: Legal Services Retainer Agreement. Our Legal Services Retainer Agreement provides service for general school law matters and special education law. Clients have access to our exclusive toll-free telephone numbers and no-charge telephone consultation on day-to-day general matters of education law and/or special education law. The Legal Services Retainer Agreement costs $1,000.00 annually. Superintendents, Board Presidents, Special Education Directors and any other client-designated person can use this service without charge. Although anyone from the District may call, to serve you best we appreciate being given some direction regarding who is authorized to request legal services. This protects you and makes us sure that we are giving legal advice to persons authorized to receive it.

Under our Legal Services Retainer Agreement, if one of the firm's attorneys, in response to a question, must research, write, consult with another attorney in the firm, or do any other work in connection with the inquiry, the client is billed for the work at a reduced rate, plus costs such as postage and copying. This practice is consistent with that offered by other firms with similar retainer programs.

For such work, the reduced rates for retainer clients are $265 per hour for associates licensed less than one year, $290 per hour for associates licensed one to two years, $340 per hour for associates licensed over two years, and $360 per hour for shareholders, billed in tenth of an hour increments as used. If a matter arises requiring more in-depth work, such as litigation, a hearing, or the need for a review of documents, we will set up a new file and all fees will be charged at the reduced rates, including telephone calls.

As part of the Legal Services Retainer Agreement, clients receive the following:

- No-charge telephone consultation with district officials regarding general routine legal matters. (Toll-free number is available)
- Reduced hourly rates on ongoing matters
- Subscriptions to both of our newsletters
    - *Time Out with Walsh Gallegos (bi-monthly) addresses general education issues*.
    - *This Just In (monthly) addresses legal issues specific to the special needs of students with disabilities*.
- Periodic Walsh Gallegos e-mail updates on the latest developments in school law
- Reduced rates on all Walsh Gallegos inservices and products

In addition, our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from the calendar on our website. Our On-Demand webinars provide excellent training for school administrators without having to leave the district. More information about these services and other advantages of the retainer program are included in the attached description.

In representing school districts, colleges and special education cooperatives, we serve as strong advocates on behalf of our clients. However, if at any time a client wishes to obtain another opinion, use another firm or ask for a different attorney in the firm, we will facilitate that desire. As would any law firm, if at any time we believe we have a conflict of interest or that a client would be better served by another law firm, we do not hesitate to suggest appropriate action.

If you would like to join our retainer program, please sign and return the enclosed Legal Services Retainer Agreement with payment of the $1,000.00 retainer fee. We will return a fully executed copy to you for the District's files.

Option 2: Non-Retainer Plan. If the Legal Services Retainer Agreement does not interest you, we also have a non-retainer fee arrangement that requires no up-front payment of an annual retainer. Under this Non-Retainer plan, a client may call on an as-needed basis and be billed for all work, including telephone calls. The hourly rates for this service are $265 per hour for associates licensed less than one year, $290 per hour for associates licensed one to two years, $360 per hour for associates

licensed over two years, and $380 per hour for shareholders, billed in tenth of an hour increments as used.

If you would like to sign up for the Non-retainer plan, please let me know and we will send you a fee agreement.

Under either of these options we can also serve as a supplement to local counsel. Some clients subscribe to our retainer program but use a local attorney for many routine matters, such as attendance at board meetings. They use our firm for specific matters such as Texas Education Agency appeals, special education hearings, or for easy-to-access general legal advice whenever their local counsel is unavailable.

I trust this information will be sufficient to help you make a decision as to how Walsh Gallegos may best serve the District's needs. We look forward to working with Rio Vista ISD under any of the Options outlined above. Please note that the enclosed Legal Services Retainer Agreement must be signed by an authorized Trustee or Employee. Consult your local policies to see if they specify who is authorized to approve and sign an agreement retaining legal counsel for the District. Many Districts have adopted the Texas Association of School Boards' proposed Policy BDD (local) which requires approval of this agreement by the Board of Trustees.

The law firm's programs are designed to provide the District with excellent service and prompt responses to all questions. When considering decisions with legal consequences, call *any* Walsh Gallegos attorney with questions and concerns regarding school law issues. If you have any questions or need additional information, do not hesitate to call.

Sincerely,

Haley Turner

HT/yml
Enclosures

WALSH GALLEGOS
KYLE ROBINSON & DE LOS SANTOS P.C.

LEGAL SERVICES RETAINER AGREEMENT

FOR RIO VISTA INDEPENDENT SCHOOL DISTRICT

The Rio Vista 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 Gallegos Kyle Robinson & De Los Santos 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 Gallegos, 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. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.

8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. 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.

11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

12. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A

client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

13. Generative AI: While representing District, Law Firm may use generative AI tools and technology like Westlaw to assist in legal research, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. However, it is important to note that while generative AI can enhance Law Firm's work, it is not a substitute for the expertise and judgment of Law Firm's attorneys. Law Firm will exercise professional judgment in using AI-generated content and ensure its accuracy and appropriateness in your specific matters. By entering into this agreement, District understands and agrees to Law Firm's use of AI-assisted applications, including Law Firm's limited, supervised use of those tools to process certain confidential information under Law Firm's continuing monitoring to reasonably protect the confidentiality of all information.

RIO VISTA INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

_____
(Print Name)

_____
(Title)

_____
(Date)

WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS P.C.

By: _____
Joe A. De Los Santos
Managing Shareholder

_____
Date

THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in

all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences, or closings are cancelled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties, and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate

to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

WALSH GALLEGOS
KYLE ROBINSON & DE LOS SANTOS P.C.

BENEFITS OF THE RETAINER PROGRAM

1. **FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 8.9 free hours of telephone consultation. That is a $2,714.50 value in telephone calls alone!

   As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Gallegos attorney:

   - Austin (800) 252-3405
   - San Antonio (800) 232-9169
   - Irving (800) 231-4207
   - Houston (888) 565-6864
   - Rio Grande Valley (866) 770-6864
   - Amarillo (888) 622-6864
   - Albuquerque (800) 771-6864

2. **REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.

3. **FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

   (1) the informative bi-monthly newsletter *"Time Out with Walsh Gallegos"* that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and

   (2) the monthly publication *"This Just In"* which addresses legal issues specific to the special needs of students with disabilities

4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you designate) to help

keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- EEOC Releases New Regulations for Pregnant Workers Fairness Act
- Attorney General Rule Updating Title II of the ADA Ensuring that Web Content and Mobile Apps are Accessible
- U.S. Department of Labor Increases Salary Threshold for Exempt Employees
- Final Title IX Regulations Released
- Supreme Court Clarifies Limits on Public Officials' Social Media Conduct
- Next Steps in Medicaid Review Process
- HB 3033 Crucial NEW Deadlines for Responding to PIA Requests
- New I-9 Form for Employment Eligibility Verification
- HB 114 Creates a New Mandatory DAEP Offense

Don't let your District personnel miss our next update!

5. **REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.

6. **REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:

- Interactive Student Code of Conduct
- Discipline Guide for DAEP & Expulsion
- Administrator's Anti-Bullying Toolkit
- Sexual Harassment Investigation Guide
- Operating Guidelines for Cameras in Special Education Settings

7. **ONE FREE ON-DEMAND WEBINAR:** Our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from our published webinar schedule. Our On-Demand webinars provide excellent training for school administrators without having to leave the district.

WALSH GALLEGOS
KYLE ROBINSON & DE LOS SANTOS P.C.

FEE SCHEDULE AS OF JULY 16, 2025
LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

Annual retainer fee is $1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of $265/hour for associates licensed less than one year, $290/hour for associates licensed one to two years, $340/hour for associates licensed over two years, or $360/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Non-retainer Program Clients

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Every year we conduct over 250 presentations to board members, teachers, and administrators on various school law topics. Our training courses cover everything from governance, special education, personnel, student discipline, construction, and much more.

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- Special Education
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- Employee Disability Law
- Employee Appraisals
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- Employee Discipline
- Governance
- Documentation
- Open Meetings and Public Information
- Student Activity and Organization Issues
- Student and Employee Religious First Amendment Rights and Other Constitutional Rights
- School Construction, Bidding and Board Operating Procedures
- Sexual Harassment and Whistle-blower Complaints
- Student Records
- Title IX

The firm is approved by the Texas Education Agency as a sponsor for school board member training - one of the first law firms to be approved. Additionally, the firm is approved by the Texas Association of School Business Officials as a registered provider of continuing education credits for TASBO members. We also are approved by the Texas State Board for Educator Certification (SBEC) to provide Continuing Professional Education (CPE) for educators and have received approval from the Texas Attorney General to provide statutorily required open meeting and public information training to trustees or their designees.

If you have any questions, please email **info@wabsa.com** or call **800.252.3405**.

Law Dawg ED DAILY

BY JIM WALSH

A BLOG FROM WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS P.C.

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Jim Walsh, aka "The Law Dawg," began writing the popular "Law Dawg" column in the 1980s. He is the principal author of *The Educator's Guide to Texas School Law*, which is now in its 9th edition. He co-founded the law firm of Walsh Gallegos Kyle Robinson & De Los Santos P.C. and has practiced school law in Texas for over 40 years. Jim has conducted inservice training at all 20 education service centers and hundreds of school districts. He has taught at Texas State, Baylor, and St. Edward's University, and has spoken at state and national conferences all over the country.

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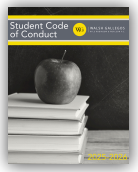
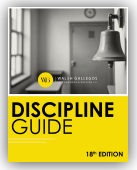
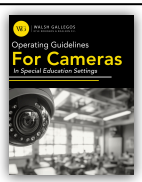
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THIS JUST IN...

BY: Jim Walsh

DEVELOPMENTS IN SPECIAL EDUCATION LAW

APR 2026 | NO. 433

PARENTS REFUSE TO CONSENT TO AN EVALUATION

Our federal special education law is explicit about the rights of parents to "meaningful participation" in the process of developing a student's IEP and deciding on the services to be provided. The law is not explicit about the responsibilities of parents, but those responsibilities are implicit in the entire philosophy of the law and are frequently cited in case law. This often comes up in the context of a district's efforts to gather evaluation data.

Background. The members of an ARD committee agreed that a student needed homebound services. They disagreed about precisely where within the home those services would be provided. You might not think that federal litigation can arise over whether the teacher works with a student in the bedroom or the dining room, but that's exactly what this federal court case is about.

School personnel reported that the bedroom was "impractical because of the room's size, overstimulating environment, and his parents' alleged intrusions." After four of five homebound instructors asked to be relieved of this duty, the school discontinued homebound services. The parents viewed this as a refusal to implement the IEP.

Hearing officers and courts resolve disputes like this by applying the law to the facts, but they also take into account those implicit responsibilities that come under the banner of what I call *The Unwritten Rule*. That *Rule* requires both parties to be reasonable in how they interact with each other. Our special education law is built on a foundation that requires cooperation and collaboration as educators and parents pursue a common goal: an appropriate education for the student. The Unwritten Rule requires all parties to be respectful, good listeners, open-minded, and transparent.

The Unwritten Rule. The parents took the matter to a due process hearing, alleging that the district refused to implement the IEP. The hearing officer issued a 33-page ruling in favor of the school district in October 2023. The parents appealed to federal court. The court affirmed the ruling of the hearing officer, citing many fact findings from the hearing officer's decision. The court

YOU MIGHT NOT THINK THAT FEDERAL LITIGATION CAN ARISE OVER WHETHER THE TEACHER WORKS WITH A STUDENT IN THE BEDROOM OR THE DINING ROOM, BUT THAT'S EXACTLY WHAT THIS FEDERAL COURT CASE IS ABOUT.

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concluded that the record from the due process hearing supported the district's view "that it could not fully implement the IEP because of conditions in the home."

Public schools cannot simply discontinue services to a student. That would not only violate The Unwritten Rule, it would also violate the written rules. In this case, the school convinced the hearing officer and the court that it did not just walk away from its responsibilities. The district "repeatedly attempted to hold meetings with [the student's] ARD Committee" but the parents "refused to schedule meetings." The school wanted to review the student's medical records, but the parents "refused access to records."

The Fifth Circuit has a four-part test to determine if a school has offered the student a Free Appropriate Public Education (FAPE). One factor reflects the Unwritten Rule. It asks if "the services are provided in a coordinated and collaborative manner by the key stakeholders." Here's how the federal court assessed that factor in this case:

> The district offered a new plan the same day it decided [the student's] bedroom was unsuitable, and redesigned that plan to account for the parents' concerns notwithstanding the parents' refusal to allow the district to reevaluate [the student]. The record reflects regular meetings, attempts to hold additional meetings, consistent communication from the district, and the district's desire for additional collaboration with [the student's] private providers. The district did not cause any shortfall, if any, and the Court concludes the district reasonably coordinated a program for [the student's] educational benefit.

Forcing an Evaluation. In fact, the district went one step further in this litigation. It asked the court to order a reevaluation of the student even though the parents had refused to consent. The court issued the order, and its reasoning is particularly relevant for homebound students:

> Homebound is one of the most restrictive placements for educational services. The District must have an accurate, current picture of Student's need for homebound services and whether any accommodations can be put in place to allow Student to attend a regular campus with his non-disabled peers. Parents' refusal to even allow communication with the physician makes it essentially impossible for the District to determine the full extent of Student's current medical needs.

The Practical Effect. This decision reflects two cornerstones of special education law. First, that both parties must be reasonable, cooperative, and collaborative as they work together. Second, that evaluation is the foundation of each student's IEP. Parental consent for an evaluation must be freely given, which means that they can refuse to give that consent. But if the district can explain why the evaluation is needed, as this district did, it will not reflect well on the parents if they refuse to consent. The court summed it up: "The Hearing Officer concluded that, if they want continued homebound services, Plaintiffs must permit reevaluation. The Court agrees."

The case is *J.M. v. Comal ISD*, decided by the federal court for the Western District of Texas on March 30, 2026. It can be found at 126 LRP 8641 and 2026 WL 906691.

FOR MORE INFORMATION on retainer programs or the firm, please write to P.O. Box 2156, Austin, TX 78768, visit our website at www.WalshGallegos.com or call us at 512-454-6864.

This Just In is published monthly by Walsh Gallegos Kyle Robinson & De Los Santos P.C., a law firm with a practice emphasizing the legal representation of Texas independent school districts, junior colleges and universities. **This Just In** is provided as a service under the firm's Retainer Agreements for school districts and special education co-ops.

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EDITOR: JIM WALSH

FEB 2026 | No. 202

TIME OUT WITH WALSH GALLEGOS

INSIDE: What School Board Members Can (And Can't) Do During Elections / Excerpts from the Daily Dawg / Firm News

WHAT SCHOOL BOARD MEMBERS CAN (AND CAN'T) DO DURING ELECTIONS

BY: CHRISTINE BADILLO

I. INTRODUCTION

With school board elections approaching in many Texas communities, it is a good time to review the legal framework governing the election process and the ongoing duties of school board trustees. Whether a board member is newly elected or a seasoned veteran, understanding what trustees and districts can and cannot do under Texas law is essential to effective governance and lawful elections. Missteps can lead to litigation, invalidated board actions, enforcement by the Attorney General, and erosion of public trust.

The Texas Education Code grants the board of trustees the "exclusive power and duty to govern and oversee the management of the public schools of the district."[1] However, that power comes with corresponding responsibilities and limitations. Individual trustees do not possess independent authority; rather, the board acts as a collective body.[2] As enforcement actions by the Attorney General have demonstrated, the prohibition on using public funds for electioneering is a legal mandate that the State is prepared to enforce.

II. CANDIDATE ELIGIBILTY

Under the Texas Election Code, an individual is eligible to be a candidate for, or elected or appointed to, a Texas school board if the individual: (1) is a United States citizen; (2) is 18 years of age or older on the first day of the term to be filled at the election or on the date of appointment; (3) has not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote; (4) has not been finally convicted of a felony from which the individual has not been pardoned or otherwise released from the resulting disabilities; (5) has resided continuously in the state for 12 months and in the territory from which the office is elected for six months immediately preceding the applicable date; (6) is registered to vote in the territory from which the office is elected; and (7) satisfies any other eligibility requirements prescribed by law for the office.[3]

Texas Education Code adds that a person convicted of a felony or solicitation of prostitution is ineligible, regardless of pardon.[4] A person required to register as a sex offender is likewise ineligible.[5] The Texas Supreme Court has described "residence" as an "elastic" term that is "extremely difficult to define," and courts alone can make the final determination of an individual's true residency.[6]

III. FILING REQUIREMENTS AND DEADLINES

For the May 2, 2026, election, the candidate filing period runs from Wednesday, January 14, 2026, to Friday, February 13, 2026, at 5:00 p.m.[7] All candidates, including incumbents, must file a

IT IS A GOOD TIME TO REVIEW THE LEGAL FRAMEWORK GOVERNING THE ELECTION PROCESS AND THE ONGOING DUTIES OF SCHOOL BOARD TRUSTEES . . . UNDERSTANDING WHAT TRUSTEES AND DISTRICTS CAN AND CANNOT DO UNDER TEXAS LAW . . .

[1] Tex. Educ. Code § 11.151.
[2] See Kilgore Indep. Sch. Dist. v. Axberg, 535 S.W.3d 21 (Tex. App.—Texarkana 2017, no pet.).
[3] Tex. Elec. Code § 141.001.
[4] Tex. Educ. Code § 11.066.
[5] Tex. Educ. Code § 11.061(b-1).
[6] Mills v. Bartlett, 377 S.W.2d 636, 637 (Tex. 1964); see also Tex. Elec. Code § 1.015; State v. Fischer, 769 S.W.2d 619 (Tex. App.—Corpus Christi 1989, writ dism'd w.o.j.).
[7] Tex. Elec. Code §§ 141.040, 144.004, 144.005.

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timely application with the school district's filing authority.[8] The filing deadline is a firm statutory deadline; late applications may not be accepted. Following receipt of an application, the filing authority has five days to review each application for legal sufficiency and to verify eligibility issues that are presented by the information included within the four corners of the application itself. A school district must reject any deficient application with immediate written notice.[9]

IV. CAMPAIGN FINANCE OBLIGATIONS

Each candidate must appoint a campaign treasurer by filing a Form CTA with the district filing authority, regardless of whether the candidate intends to accept contributions or make expenditures.[10] The Form CTA must be filed before accepting or expending any campaign funds, even personal funds.[11] A person becomes a "candidate" for campaign finance purposes when the person "knowingly and willingly takes affirmative action for the purpose of gaining nomination or election to public office."[12] Failure to timely file campaign finance reports can result in significant penalties.[13] Additionally, while direct campaign expenditures by corporations are permitted following *Citizens United*, direct political contributions from corporations or labor organizations to candidates remain prohibited under Texas law.[14]

V. USE OF DISTRICT RESOURCES: THE CRITICAL LINE

Perhaps the most critical legal issue during election season is the prohibition on using public funds for political advertising. Texas Education Code section 11.169 provides that "the board of trustees of an independent school district may not use state or local funds or other resources of the district to electioneer for or against any candidate, measure, or political party."[15] Separately, section 255.003 of the Election Code prohibits district employees and trustees from knowingly using public funds, directly or indirectly, for political advertising.[16] The Texas Ethics Commission interprets this prohibition broadly.[17] "Political advertising" is a communication that advocates a particular outcome in an election.[18]

The prohibition extends to any use of district employee time, no matter how minimal, and any use of district facilities for campaign purposes.[19] Section 255.0031 further prohibits the use of an internal mail system for distributing political advertising.[20]

A. What the District Can Say

A district must disseminate purely factual, neutral information about an election: the date, time, polling locations, and what offices and measures are on the ballot.[21] A district may explain what a bond measure would fund, for example, so long as the communication does not urge a vote for or against it. Staff should be trained on the distinction between permissible informational communications and prohibited political advertising before election season begins.

B. What Trustees Can Do on Their Own

While district resources are strictly off-limits, trustees acting independently retain their free speech rights. As the Ethics Commission has stated: "Although you may not use school district resources for political advertising, you are free to campaign for or against a proposition on your own time and with your own resources."[22] A trustee need not conceal the trustee's board position when engaging in personal advocacy and may devote personal funds toward those efforts, even if doing so reveals the trustee's official position on the school board.

C. What Neither the District nor Trustees Should Do

Districts should not use funds, staff time, facilities, email systems, websites, newsletters, or social media to advocate for or against any candidate, measure, or political party. Trustees should not use a district email, phone, office, or any other district resource for campaign activities and should not campaign during a board meeting or direct staff to assist with any campaign task.

VI. POST-ELECTION PROCEDURES

After the votes are cast, the board must canvass the returns at a properly posted open meeting no earlier than the third day or later than the 11th day after the election.[23] For elections held in November of even-numbered years, including elections held this year, the deadline extends to the 14th day after the election.[24]

Two board members constitute a quorum for canvassing, but no other school business may be conducted without a full quorum.[25] The newly elected member must execute a statement of officer and take the oath of office before assuming duties; the predecessor trustee holds over until the successor qualifies. The board must select officers at the first meeting after the election and qualification of new trustees.[26]

Additionally, a school district must post the election results on its website as soon as practicable after the election.[27] The required information includes: the results of each election; the total number of votes cast; the total number of votes cast for each candidate or for or against each measure; the total number of votes cast for each candidate or for or against each measure at each polling location; the total number of votes cast by personal appearance; the total number of votes cast by mail; and the total number of counted and uncounted provisional ballots cast.[28] This information must be accessible without having to make more than two selections or view more than two network locations after accessing the entity's home page.[29]

[8] Tex. Educ. Code § 11.055; Tex. Elec. Code §§ 1.007(a), 141.040.
[9] Tex. Elec. Code § 141.032.
[10] Tex. Elec. Code § 253.031.
[12] Tex. Elec. Code § 251.001.
[13] State v. Montano, 313 S.W.3d 854 (Tex. App.—Austin 2010, no pet.).
[14] Tex. Elec. Code § 253.094; Ethics Advisory Op. No. 489 (2010) (interpreting Citizens United v. FEC, 558 U.S. 310 (2010)).
[15] Tex. Educ. Code § 11.169.
[16] Tex. Elec. Code §§ 251.001(16), 255.003(a).
[17] Tex. Ethics Comm'n Op. No. 443 (2002).
[18] Tex. Elec. Code § 251.001(16); 1 Tex. Admin. Code § 20.1(11)(A).
[19] Tex. Ethics Comm'n Op. No. 443 (2002).
[20] Tex. Elec. Code § 255.0031(a).
[21] Tex. Elec. Code § 4.009.
[22] Tex. Ethics Comm'n, Short Guide to the Prohibition Against Using School District Resources for Political Advertising; Op. Tex. Ethics Comm'n No. 321 (1996).
[23] Tex. Elec. Code § 67.003(b).
[24] Tex. Elec. Code § 67.003(c).
[25] Tex. Elec. Code §67.004.
[26] Tex. Const. art. XVI, §§ 1(b), 17; Tex. Elec. Code § 67.016; Tex. Educ. Code § 11.061(a).
[27] Tex, Elec. Code § 65.016.
[28] *Id.*
[29] *Id.*

KEY TAKE-AWAYS

School board elections are a cornerstone of local democratic governance. They carry with them, however, a web of legal obligations and restrictions that school districts, trustees, and candidates must navigate carefully. Serving on a school board is both a privilege and a responsibility. By understanding their duties, respecting their boundaries, and following best practices, board members can ensure they are serving their students and communities effectively and staying on the right side of the law.

As election season begins in earnest, districts would be wise to review their policies, train their staff on the boundaries between permissible informational communications and prohibited political advertising, and remind all trustees that personal campaign activities must be conducted exclusively with personal time and personal resources. When questions arise, the attorneys at Walsh Gallegos are prepared to help your district navigate election season and board governance lawfully and effectively.

EXCERPTS FROM THE DAILY DAWG

BY: JIM WALSH

NOTE FROM THE EDITOR: *This is a semi-regular column for Time Out, featuring one or two entries from The Law Dawg Ed Daily, affectionately known at Walsh Gallegos as The Daily Dawg. The Daily Dawg is a subscription-based blog from the Dawg himself, Jim Walsh. Please visit www.EdLawDawg.com for more information on how to subscribe.*

Sneaky recordings of what happens at school.

It looks like we are living in a time when we should always assume we are being recorded. Today and tomorrow I'll tell you about two school employees who were recorded without their permission.

We start with Mr. Gonzalez, an SRO in Corpus Christi ISD. On March 7, 2023, Mr. Gonzalez and an assistant principal ordered students out of the classroom at Hamlin Middle School. They were looking for a vape pen. One of the students left a cellphone in the classroom, with "record" turned on. The student later turned the phone over to law enforcement. What was recorded? The court explains:

The recording indicates Gonzalez and [the assistant principal] located the vape pen in a cabinet and discussed placing it in a particular student's backpack without evidence of who it belonged to.

You don't need to be a lawyer to know that planting evidence like that is a crime. You just have to watch TV. Mr. Gonzalez was charged with three counts of official oppression and planting evidence. His attorney filed a Motion to Suppress the recording, claiming that the surreptitious recording of the conversation violated the Fourth Amendment and the Texas Wiretap Act. Did it?

FOURTH AMENDMENT. The court disposed of this argument quickly. The Fourth Amendment applies to searches by government officials—not students. What the student did may have been sneaky and deceptive. It may have violated the code of conduct. But it was not a constitutional violation.

WIRETAP ACT. This was a closer call. The law prohibits the intentional recording of an "oral communication" by a person who is not a party to the communication. That simple definition makes it sound like the recording was an illegal wiretap, at least if it was done intentionally. However, the court held that the Wiretap Act applies only if the party who was recorded had a "legitimate expectation of privacy" while engaged in the communication. Certainly, Officer Gonzalez had a subjective belief that his conversation with the assistant principal was a private one. No doubt he was shocked to find out later that his words had been recorded. But was his expectation of privacy "legitimate"? Objectively speaking, was it reasonable for him to think that what he said to the assistant principal in a public school classroom was private?

The court held that it was not. The officer did not have a "legitimate" expectation of privacy in that classroom. This means the student did not violate the Wiretap Act, the recording was not illegally obtained, and it can be used as evidence in the trial.

The court resolved this issue by applying a six-factor test that was developed in the case we will tell you about tomorrow. For our purposes today, we learn that not every conversation that takes place in a public school classroom is private. Tomorrow we take this issue into the girls' locker room during a basketball game.

Today's case is *Texas v. Gonzalez,* decided by the Court of Appeals for the 13th District in Corpus Christi-Edinburg on January 8, 2026.

DAWG BONE: NEEDLESS TO SAY, IT'S NOT OK TO PLANT EVIDENCE.

Argyle v. Sanger and a doozy of a case.

Yesterday we told you about a case decided last month involving criminal charges that an SRO had planted evidence in a student's backpack. The issue was about the admissibility of an audio recording of the SRO made surreptitiously by a student. In deciding the case, the court relied on a 2017 decision by the Court of Criminal Appeals.

The 2017 decision arose amid concerns about the girls' basketball coach in Argyle ISD. The daughter of an Argyle ISD school board member sneaked into the locker room and taped her iPhone to a locker to record some of the coach's remarks at halftime and after the game. The recording was later distributed to other members of the school board as they considered the coach's probationary contract. The Argyle superintendent, however, turned the recordings over to the police, and the board member was charged with illegal wiretapping by "procuring her daughter" to record the speeches. The board member was tried, found guilty and sentenced to five years' confinement, probated for three years, plus a $1,000 fine.

The Texas Court of Criminal Appeals affirmed that decision. The opinion is longer than you might expect because the court concluded that the state had to prove that the coach had a "legitimate expectation of privacy" regarding halftime talks and post-game comments to the team. The court laid out a six-factor test for determining if the coach's subjective expectation of privacy was "legitimate" and "reasonable." We're not going to lay out the six factors for you, since Loyal Daily Dawg Readers are not law students. We'll just tell you that the court ended up with this common sense decision:

A person in a locker room does not expect someone to sneak into that locker room and record them; courts considering the issue have recognized that this expectation is reasonable.

What do we learn from these cases? Both are criminal cases involving the secret recording of a professional member of the school staff performing their duties. The recording of the coach in the locker room was a crime because it invaded the coach's legitimate expectation of privacy as he talked to his team. The recording of the SRO in the classroom was not a crime because that classroom during the middle of the school day was not as private as the locker room.

The case is *Long v. State of Texas*, decided by the Texas Court of Criminal Appeals on June 28, 2017. It's cited at 535 S.W.3d at 511.

DAWG BONE: JUST ASSUME YOU ARE BEING RECORDED.

FIRM NEWS

On-Demand Webinar for 2025/2026. Our final On-Demand Webinar!

- **March 4, 2026** – "*What Evaluation Personnel Need to Know About Special Education Law*" – presented by John Muñiz & Arieana Martinez.

All webinars start at 10:00 a.m. Registration is available at https://walshgallegos.com/events.

TASPA Webinar Series. We are excited to do a webinar series with TASPA this spring.

- **April 7, 2026** – Katie Payne and Adriana Rodriguez will present *"School District Employees and the First Amendment."*
- **May 5, 2026** – Christine Badillo and Briah Gray will present *"The Ins and Outs of Leave."*

Registration is available at no charge to TASPA members through the TASPA website at https://www.taspa.org/events/event_list.asp.

TASBO Engage Annual Conference. We look forward to seeing you at the TASBO Engage Annual Conference in Houston on. February 23 – 27. We have the following presentations:

- Marianella Joseph and Kelley Kalchthaler will be presenting *"Bridging the Gap: Partnerships in School Constructions,"* on **Wednesday, February 25**.
- Kelley Kalchthaler and Marianella Joseph will be presenting *"Pencils Down, Robots Up: AI and Your District,"* on **Wednesday, February 25**.
- Destinee Gesing will be presenting *"When Costs Climb: Tariffs and Escalation in Construction"* on **Thursday, February 26**.

TASB Governance Camp: Powered by Student Voice. Walsh Gallegos is a proud sponsor of this event, which will be held in Galveston on March 5 – March 7. As part of our sponsorship, we fund five scholarships and two of our employees serve on the TASB Committee to select the recipients. We are proud to announce the scholarship winners:

- **Mario Castillo** – Region 1, Lyford CISD.
- **Keelin Monk** – Region 4, Clear Creek ISD.
- **Mallory Solomon** – Region 13, Hutto ISD.
- **Addison Wall** – Region 13, Thrall ISD.
- **Eliana West** – Region 3, Victoria ISD.

During the Student Voice Scholarship Panel, each scholarship recipient has the opportunity to share their unique public school journey and experience. The Panel takes place at the last general session of the conference on March 6 and is moderated by Walsh Gallegos Shareholder Jim Walsh. Attendees will also have the opportunity to attend breakout sessions presented by student thought leaders throughout the day on Friday.

Walsh Gallegos attorneys are doing the following legal presentations on **Thursday, March 5**:

- Blake Henshaw & Briah Gray will be presenting "*Student Protests & the First Amendment: What Boards Need to Know.*"
- Melanie Greg Charleston & Ryan Pacher will be presenting *"Supporting Parental Rights: Board's Role in a Changing Legal Landscape."*

We hope to see you there!

FOR MORE INFORMATION

on retainer programs or the firm, please write to P.O. Box 2156, Austin, TX 78768, visit our website at www.WalshGallegos.com or call us at 512-454-6864.

Time Out is published six times a year by Walsh Gallegos Kyle Robinson & De Los Santos P.C., a law firm with a practice emphasizing the legal representation of Texas independent school districts, junior colleges and universities. **Time Out** is provided as a service under the firm's Retainer Agreements for school districts and special education co-ops.

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