



BOARD OF TRUSTEES

Meeting:
Place:
Location:
Date:
Time:

Special Board Meeting
Board Room/Virtual
319 W. Fourth Street
January 25, 2021
5:34 P.M.

NOTICE OF THIS MEETING WAS POSTED ONLINE FOR AT LEAST 72 HOURS AS PERMITTED BY THE SUSPENDED PORTIONS OF THE TEXAS OPEN MEETINGS ACT AS APPROVED BY GOVERNOR ABBOTT. THE MEETING WAS LIVESTREAMED AT THE FOLLOWING WEB LINK: <https://youtu.be/UP3VKzoVCnM>

THE EXCLUSIVE WAY TO PARTICIPATE IN PUBLIC COMMENT IS TO REGISTER NO LATER THAN 5:15 P.M. ON JANUARY 25, 2021, AT THE FOLLOWING WEB LINK: <https://www.wisd.us/superintendentboard/new-page>

MINUTES

I. Call to Order

The meeting was called to order by Mr. Armando Cuellar, Board President.

II. Establishment of a Quorum

A full quorum was established. The following board members were present.

Armando Cuellar, President
Dr. Jaime Rodriguez, Vice President
Jesse Trevino, Secretary
Marcos De Los Santos, Trustee
Andrew Gonzalez, Trustee
Isidoro Nieto, Trustee
Jaclyn Sustaita, Trustee

III. Public Comments

None

The public had the opportunity to participate in public comments by registering no later than 5:15 p.m. at the following web link: <https://www.wisd.us/superintendentboard/new-page>.

IV. Discussion and Possible Action for the Board to Consider Approval of a Contract with the Attorney Firm Ranked #2 to Provide Legal Services to the District (RFQ #21-01-21)

The Superintendent explained that during the January 19, 2021 special called Board meeting, the Board did not approve the updated proposed contract submitted by attorney firm ranked #1, Walsh, Gallegos, Trevino, Russo & Kyle, PC, and approved to terminate the negotiations with this firm. The Board authorized the administration to initiate contract negotiations with the attorney firm ranked #2. The administration and Mr. Eloy Sepulveda (2nd ranked firm) negotiated and agreed to the revised terms indicated in their agreement.

The contract period will be for two years beginning on January 25, 2021 through January 24, 2021 with the option to renew for one (1) additional two (2) year period with Board approval. Upon the expiration of the term, the Agreement will continue on a month-to month basis. This agreement may be terminated by either party upon thirty (30) days written notice to the other.

Mr. Marcos De Los Santos made the motion to approve the contract with the attorney firm ranked #2. Mr. Jesse Trevino seconded the motion.

Questions/Comments from the Board:

>Mrs. Jaclyn Sustaita wanted to know how many legal firms were employed by WISD.

- As per Andres Sanchez, WISD receives services from the law firm of Walsh Anderson for special education services under an annual retainer that allows the administration to receive assistance via phone calls. Any additional research required would be billed at the hourly rate. The district also receives legal services from the school district attorney. The law firm of O'Hanlon would only represent the district in grievances since the school attorney would represent the Board and Mr. O'Hanlon would represent the Administration. WISD does not have a contract in place with Mr. O'Hanlon.

>Mr. Andrew Gonzalez pointed out that his concern with firm #2 was that he had no Errors & Omissions insurance in place and was going to purchase it after the Board approved the contract. He asked staff to make sure the firm had this insurance in place prior to signing the contract.

>Dr. Rodriguez wanted to know if this firm was going to take care of all school district legal issues or were they going to outsource for assistance with issues they did not feel comfortable with. He also wanted to know if the agreement with Walsh Anderson would remain in place.

- Mr. Andres Sanchez replied that the agreement with Walsh Anderson is for one year and would be in place until November 2021.

- Board President Cuellar commented that the Board would have to approve any agreement that required legal assistance; therefore, they would be aware of any decisions made prior to selecting someone else to assist.

>Dr. Rodriguez addressed the training for administrators and security guards which was brought up by the attorney during his presentation. He wanted to know if the training would be included in the contract as a flat rate or hourly rate.

- Mr. Andres Sanchez explained that an hourly rate would apply for board meetings, meetings with the board president and superintendent, and phone calls with the administration and the Board. Any training will be billed on a per hour rate.

Mr. Andrew Gonzalez said that Mr. Sepulveda had mentioned the trainings would be provided at no cost.

➤Mr. De Los Santos wanted to know if the Board could still negotiate the rates to include the training.

- As per Mr. Sanchez, the Board would have to hold another meeting unless the Board delegated approval for the administration to negotiate the contract. If Mr. Sepulveda does not agree to include the cost of the training on the retainer, the Board would have to bring it back for approval.

➤Mr. Trevino requested that the firm provide the Board with a monthly breakdown on the cost of legal fees incurred in order for the Board to be aware of the charges submitted by the attorney. He referenced the invoices from the current attorney that totaled \$271,155.00 from August 31, 2020 through January 2021.

Mr. Sanchez clarified that the amount addressed was not for legal fees. He explained that WISD had purchased a piece of property north of the stadium and a payment of \$148,000.00 was made to the firm of Jones, Galligan, Key & Lozano, L.L.P. as trustees. This firm dealt with the title company to purchase the property and assisted the district with the negotiations. The district received the paperwork for this purchase in late December after the title company had signed the documents.

Mr. Nieto shared that the school attorney assisted the Board with many issues and spent numerous hours in meetings. Several years ago when the district fired the superintendent and hired Dr. Canales, there were many meetings held and the school attorney assisted the Board with this process. There were also meetings held with different personnel. He concurred with Mr. Trevino in receiving a monthly summary of charges incurred by the attorney.

Mr. Marcos De Los Santos amended his motion to approve the contract with attorney firm ranked #2, pending on the alteration to the contract that includes the additional free training to staff that was stated in the presentation as part of the retainer. Jesse Trevino seconded the amendment and it passed unanimously.

V. Adjournment

The meeting adjourned at 5:53 p.m.