

# MADDOX & MUÑIZ

— P L L C —

## LEGAL SERVICES AGREEMENT

### Special Education Legal Services Engagement

This Legal Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between:

Client: Southwest Independent School District (“Client” or “District”)

and

Maddox & Muñiz, PLLC (“Firm”).

#### I.

#### Scope of Services

Firm shall provide ongoing special education legal services, operational legal support, dispute-management, compliance guidance, and administrative legal counsel for District’s special education operations and related matters (the “Services”), subject to the service structure and engagement assumptions contained herein.

The Services are intended to function as an integrated special education counsel relationship designed to provide District with responsive legal support, compliance guidance, strategic risk management, administrative support, and coordinated legal oversight relating to the District’s special education program and related student services obligations.

Services may include, without limitation:

**Special Education Legal Counsel.** Ongoing legal counsel relating to special education matters arising under the Individuals with Disabilities Education Act (“IDEA”), Section 504, the Americans with Disabilities Act (“ADA”), the Texas Education Code, TEA regulations, OCR guidance, and other applicable federal and state laws affecting special education and student services.

**Administrative & Operational Support.** Legal guidance regarding ARD committee matters, manifestation determinations, eligibility determinations, disciplinary issues involving students with disabilities, evaluations, independent educational evaluations, accommodations, behavioral matters, parent concerns, student placement issues, transition matters, procedural compliance, and related special education operational matters.

**Compliance & Risk Management.** Advice and strategic guidance concerning legal compliance obligations, documentation practices, operational procedures, policy implementation, student-related legal exposure, complaint prevention, due process risk reduction, IDEA/OCR-related concerns, and proactive legal risk management affecting District operations.

**Dispute Resolution & Litigation Support.** Strategic oversight, management, coordination, and advisory services relating to special education disputes, complaints, mediations, IDEA/OCR matters, due process hearings, investigations, administrative proceedings, and pre-litigation matters involving the District, including coordination with local counsel, hearing counsel, specialized counsel, or litigation counsel where appropriate or required.

Such services may include claims evaluation, litigation strategy, review and revision of pleadings and filings, settlement analysis, executive advisory services, hearing preparation, discovery coordination, witness preparation, and general management of dispute-resolution matters.

**Policy & Procedural Guidance.** Review, development, refinement, and implementation of operational procedures, templates, compliance systems, escalation procedures, documentation practices, and risk-management structures intended to improve consistency, compliance, operational efficiency, and legal protection.

**Day-to-Day Counsel Support.** Reasonable recurring phone, video, email, and operational consultation regarding ongoing special education legal matters, compliance concerns, parent issues, administrative questions, student matters, and related operational issues arising in the ordinary course of District operations.

Client acknowledges that Firm may coordinate with or utilize local counsel, hearing counsel, specialized counsel, or pro hac vice arrangements where required by law, court rule, jurisdictional requirements, or professional responsibility obligations.

## **II. Fees & Payment**

Client will pay a flat subscription fee of \$ [REDACTED] per month (the “Monthly Fee”), due in advance on the 1st of each month by ACH, check, wire, or other agreed payment method.

The Monthly Fee secures ongoing availability, strategic continuity, institutional knowledge, recurring legal support, staff training availability, and responsive legal access from Firm and is non-refundable.

Third-party costs, filing fees, travel expenses, hearing officer costs, mediator fees, expert fees, local counsel fees, vendor costs, and other external expenses are pass-through and billed separately as incurred via invoice and supporting documentation.

Payments over ten (10) days late may result in suspension of Services. Amounts over thirty (30) days late may accrue a monthly service charge at the maximum rate permitted by law.

### **III.**

#### **Service Structure / Fair Use**

The Monthly Fee assumes an ongoing recurring special education legal workload consistent with an integrated outside special education counsel relationship, including customary administrative support, legal consultation, compliance guidance, staff support, dispute management, and recurring legal advisory services.

Standard turnaround is generally faster than two (2) business days for routine matters and five (5) business days for longer or more complex items, subject to workload, urgency, hearing schedules, and operational demands.

### **IV.**

#### **Tiering, Overage & Fee Adjustments**

If, in Firm's reasonable judgment, actual workload, hearing activity, operational complexity, urgency, or legal demands materially exceed the contemplated scope of the engagement for any sustained period, Firm may:

- (a) propose a project-specific fixed fee, phased fee, success fee, or hourly arrangement for the excess work;
- (b) recommend adjustment or restructuring of the subscription relationship; or
- (c) require separate engagement terms for extraordinary litigation or operational demands.

Firm may adjust the Monthly Fee upon seven (7) days' written notice when sustained workload, complexity, hearing exposure, specialization, urgency, staffing needs, or operational demands require materially greater attorney time, staffing, expertise, or risk assumption.

Client may accept the adjustment or terminate the Agreement before the effective date of such adjustment. Continued use of Services after the effective date constitutes acceptance.

## **V.**

### **Local Counsel; Specialized Counsel; Extraordinary Matters**

Client acknowledges that certain litigation, due process hearings, OCR matters, appeals, regulatory matters, or specialized proceedings may require the engagement of local counsel, hearing counsel, specialized counsel, experts, consultants, or other third-party professionals at Firm's discretion, with notice to Client.

Firm shall have authority to identify, coordinate, manage, and direct such professionals on Client's behalf as reasonably necessary in connection with District legal matters and operations, with notice to Client.

Unless otherwise agreed in writing, all third-party fees, litigation costs, expert fees, filing fees, travel expenses, hearing costs, mediator costs, and related pass-through expenses shall remain Client's responsibility and shall be billed directly to Client or reimbursed to Firm as incurred.

## **VI.**

### **Term & Termination**

This Agreement is month-to-month beginning on the Effective Date. Either party may terminate at any time effective at the end of the then-current paid month unless otherwise agreed. Upon termination, Firm will cooperate in a professional transition and deliver Client materials in Firm's possession, subject to payment of all outstanding amounts due.

## **VII.**

### **Conflicts; Other Clients**

Firm represents other clients, including public school districts, governmental entities, vendors, healthcare-related businesses, and entities operating in regulated industries.

Firm will follow applicable conflict-of-interest rules. Any actual conflict will be handled through disclosure, consent, screening, withdrawal, or referral as required by professional responsibility obligations.

## **VIII.**

### **Confidentiality & Privilege**

Firm will keep Client's confidential information secure and use it solely to deliver the Services, consistent with attorney-client privilege, FERPA obligations, and work-product protections.

Client understands Firm may utilize reputable third-party providers, including cloud services, AI-assisted tools, software platforms, document systems, and communication systems subject to reasonable confidentiality safeguards.

**IX.**

**No Guarantee; Administrative Decisions**

Firm does not guarantee outcomes. Client remains responsible for administrative, educational, operational, and business decisions and for providing complete and accurate information necessary for Firm to perform the Services.

**X.**

**Entire Agreement; Amendments; Counterparts**

Amendments must be in writing and signed by both parties, including electronic signatures.

Counterparts permitted.

AGREED AND ACCEPTED

CLIENT: Southwest Independent School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FIRM: Maddox & Muñiz, PLLC

*/S/ Nick Maddox*

Nick Maddox

Managing Partner

Date: \_\_\_\_\_

**STANDARD CLIENT DISCLOSURE OF STATE OF TEXAS CLIENT RIGHTS NOTICE**

As a client of a lawyer licensed in the State of Texas, you are entitled to certain rights and protections. This document summarizes key points related to fees, communication, and the attorney-client relationship under the Texas Disciplinary Rules of Professional Conduct.

**1. Right to Know How Fees Are Calculated**

You have the right to a clear written explanation of:

Any flat fee, hourly rate, or contingency fee agreement.

How any recovery will be divided between you and your attorney.

Whether case expenses (such as filing fees, expert witnesses, etc.) will be advanced by the attorney and how they are reimbursed.

Contingency Fee Agreements must be in writing and signed by you. The agreement must state how the fee is calculated and what happens in the event of a settlement or judgment.

## **2. Right to Be Informed**

You have the right to:

Be kept reasonably informed about the status of your case.

Receive copies of pleadings, correspondence, and important filings upon request.

Ask questions and receive timely responses from your attorney.

## **3. Right to Decide**

You, the client, control:

Whether to settle your case.

Whether to accept or reject offers.

Whether to file or dismiss a lawsuit.

Your attorney cannot make these decisions without your consent.

## **4. Right to Terminate Representation**

You may terminate your attorney at any time for any reason. Your attorney may also withdraw from representation under certain circumstances, such as nonpayment or conflict of interest, but only with reasonable notice and, if required, court approval.

If a contingent fee agreement is in place, the attorney may have a right to recover fees or costs already earned up to the point of termination.

## **5. Right to Reasonable Fees**

Fees must be reasonable under the circumstances. Relevant factors include the complexity of the case, the experience of the attorney, and the results obtained. Any dispute about legal fees may be referred to the State Bar of Texas Fee Dispute Resolution Program.

## **6. How to Report Concerns**

If you have concerns about your legal representation, you can contact:

State Bar of Texas

Office of Chief Disciplinary Counsel

800-932-1900

[www.texasbar.com](http://www.texasbar.com)

**This document is provided for your information and does not modify the terms of your representation agreement. If you have questions about any part of your legal services or fees, please contact Maddox Legal.**