

The Gadsden Independent Schools (hereinafter “Public School”), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh, Anderson, Brown, Schulze & Aldridge, P.C. (hereinafter “Law Firm”) to provide the services to the Public School set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the Public School's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general and special education operation of the Public School. The Public School shall have access to a toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The Public School shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of additional legal work are follow-up telephone calls for specific matters, 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 six issues per year of the publication *This Just In*, dealing with special education law, published by the Law Firm.
4. Email Updates: The Law Firm shall send to designated Public School personnel and trustees periodic email updates relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the Public School. The relationship exists only as to the consultations and additional legal work initiated by the Public School 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 Public School regarding legal matters absent a request by the Public School's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the Public School 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 Public School. If a lawsuit or other adversarial matter is brought against the Public School and/or any Trustee or Employee of the Public School, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.

Executed this _____ day of _____, 2005.

GADSDEN INDEPENDENT SCHOOLS

By:

(Signature)

(Print Name)

(Title)

WALSH, ANDERSON, BROWN, SCHULZE & ALDRIDGE, P.C.

By:

Oscar G. Treviño
Managing Shareholder