

THE HOUSTON INDEPENDENT SCHOOL DISTRICT



AGENDA

**School Board
Meeting**

January 28, 2025

1:00 P.M. – BOARD AUDITORIUM – OPEN SESSION

- CALL TO ORDER
- SPEAKERS TO AGENDA ITEMS
- RECESS TO CLOSED SESSION UNDER SECTIONS 551.004 THROUGH 551.089 OF THE TEXAS GOVERNMENT CODE FOR THE PURPOSES LISTED IN THIS NOTICE
- RECONVENE IN OPEN SESSION
- CONSIDERATION AND POSSIBLE ACTION ON MATTERS DISCUSSED IN CLOSED SESSION

HEARING ITEMS

1. Rebecca Williams, Teacher, Navarro Middle School
2. HFT v HISD (Employee Consultation Process Policy)
3. Pondarosia Griggs, employee, Forest Brook Middle School

AGENDA

4. Consideration And Adoption Of Resolution Approving Contingent Fee Legal Services Agreement, Including Findings Needed For Submission Of Contingent Fee Legal Services Agreement And Request For Expedited Review By The Texas Attorney General
 - Resolution Approving Agreement
5. Consideration And Adoption Of Contingent Fee Legal Services Agreement With Thompson & Horton, LLP; Eiland & Bonnin, PC; And O'Hanlon, Demerath & Castillo, PC

CLOSED SESSION

Personnel

- a) Deliberate the duties of the superintendent of schools, chief officers, deputy chief officers, executive directors, principals, employees, and board members; evaluations of the superintendent; consideration of compensation, and contractual provisions of same.

- b) Consider and approve proposed appointments, reassignments, proposed terminations, terminations/suspensions, contract lengths, proposed nonrenewals, renewals, and resignations/retirements of personnel including teachers, assistant principals, principals, chiefs, division superintendents, senior executive directors, executive directors, directors, and other administrators, and, if necessary, approve waiver and release and compromise agreements.
- c) Hear complaints against and deliberate the appointment, evaluation, and duties of public officers or employees and resolution of same.
- d) Consideration of Hearing Examiner's Recommendation, Rebecca Williams, Teacher, Navarro Middle School
- e) Dispute Resolution Hearing, HFT v HISD (Employee Consultation Process Policy)
- f) Dispute Resolution Hearing, Pondarosia Griggs, employee, Forest Brook Middle School

Legal

- a) Matters on which the district's attorney's duty to the district under the Code of Professional Responsibility clearly conflicts with the Texas Open Meetings Law, including specifically any matter listed on this agenda and meeting notice.
- b) Pending or contemplated litigation matters and status report.
- c) Update on federal law enforcement activity on February 27, 2020.
- d) Discuss participation in multi-district litigation involving youth social media usage and related litigation and entering into a contingency fee contract with Thompson & Horton, LLP; Eiland & Bonnin, PC; and O'Hanlon, Demerath & Castillo, PC, to represent the District (Texas Government Code §551.071).

District Safety, Emergency Management, And Security Audits

- a) Discussion of district safety concerns, including districtwide intruder detection audit report findings and HB3 compliance.

ADJOURN



Hearing Items

4400 WEST 18TH STREET
HOUSTON, TEXAS 77092

1/28/2025

1.

Rebecca Williams, Teacher, Navarro Middle School

Consideration of Hearing Examiner's Recommendation, TEA Docket No. 095-LH-04-2024



Hearing Items

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2.

HFT v HISD (Employee Consultation Process Policy)

Dispute Resolution Hearing



Hearing Items

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3.

Pondarosia Griggs, employee, Forest Brook Middle School

Dispute Resolution Hearing



Consent Agenda

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4.

Office of the School Board

Consideration And Adoption Of Resolution Approving Contingent Fee Legal Services Agreement, Including Findings Needed For Submission Of Contingent Fee Legal Services Agreement And Request For Expedited Review By The Texas Attorney General

The Houston Independent School District (HISD) School Board is asked to adopt a resolution approving a legal services agreement with the firms Thompson and Horton, LLP; Eiland and Bonnin, PC; and O'Hanlon, Demerath and Castillo, PC; regarding social media multi-district litigation.

The resolution recites that the board finds that there is a need for these services, that the services cannot be provided by current HISD staff, and that obtaining the services without contingency would be cost prohibitive. The resolution also recites the qualifications of these firms to provide such services.

A copy of the above-referenced resolution is attached to this item.

COST/FUNDING SOURCE(S): None

STAFFING IMPLICATIONS: None

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the School Board adopts the attached resolution approving a contingent fee legal services agreement with Thompson and Horton, LLP; Eiland and Bonnin, PC; and O'Hanlon, Demerath and Castillo, PC; effective January 29, 2025.

HOUSTON INDEPENDENT SCHOOL DISTRICT
BOARD OF MANAGERS RESOLUTION APPROVING
THE CONTINGENT FEE LEGAL SERVICES CONTRACT
WITH THOMPSON & HORTON, LLP, EILAND & BONNIN, PC, AND
O'HANLON, DEMERATH & CASTILLO, PC

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the approval of the Contingent Fee Legal Services Agreement (“Agreement”) with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC, is approved and the Superintendent or any member of the Board of Managers of the Houston Independent School District is authorized to execute this Agreement.

After exercising its due diligence, the Houston Independent School District (“District”) Board of Managers finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the District at a reasonable cost;
3. The specialized legal services, advancement of expenses, and compensation on a contingent fee basis required by this agreement cannot be performed by the attorneys and supporting personnel of Houston Independent School District because the District does not have the capacity to devote attorney resources to pursue the litigation. The firms have specialized knowledge and experience regarding Multi-District Litigation and related analysis and legal remedies under both Texas and federal law on a contingent fee basis. In addition, the District does not have budgeted the financial resources necessary to compensate competent and experienced attorneys and staff regarding Multi-District Litigation as District employees or to reasonably compensate a firm in private practice with the necessary experience under a contract providing for payment on an hourly basis without contingency.
4. Due to the complexity of the matter and expected difficulties in performing the legal work for this matter, the risk of no recovery, the expected expenses, including expert witness fees and other litigation costs, a reasonable hourly fee for a firm in private practice to prosecute this matter would exceed the amount for which the District would be able to adequately budget and expend financial resources. The District also does not have the financial resources required to pay the additional, significant costs of implementing appropriate infrastructure and technology necessary to fully and properly perform the needed legal services. The District also does not have the financial resources required to properly pursue its claims and causes of action, including to retain independent experts as testifying witnesses and to finance all costs of litigation through final resolution of the matter. Additionally, many law firms that handle large, complex matters strictly on an hourly basis have institutional clients, including social media corporations, and it would be difficult to find a firm with the required experience that does not have a conflict of interest that would hinder the firm’s ability to effectively represent the District. The

proposed law firms have certified that they have no such conflict of interest in representing Houston Independent School District.

5. The legal services cannot be reasonably obtained from attorneys in private practice charging hourly fees without contingency because a contract to pay attorneys on an hourly basis without contingency would represent an additional and significant cost to Houston Independent School District. Furthermore, the District would be responsible for payment of all costs and expenses of the litigation through appeals, including to retain independent experts as testifying witnesses and to finance all discovery expenses and other costs of litigation through final resolution of the matter. The District does not have the financial resources necessary to pay for these additional and significant expenses necessitated by this social media multi-district litigation.
6. Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC, are well qualified and competent to perform the legal services required to comply with the terms of this Agreement.
7. Thompson & Horton, LLP, is a full-service school law firm whose mission is to provide the highest quality personalized legal service to public and private schools, institutions of higher education, local governments, and private individuals and companies. Thompson & Horton attorneys have unique and specialized qualifications based on several hundred years of combined experience. Leaders in the field, their attorneys have been directly involved in many of the most significant court cases, administrative decisions, and public policy developments affecting their clients over the past 40 years. Thompson & Horton has represented the District for over 10 years. Thompson & Horton discussed the social media litigation with the District in January 2025. Thompson & Horton introduced Eiland & Bonnin to the District to consider the social media litigation in January 2025. Thompson & Horton included O’Hanlon, Demerath & Castillo in conversation with the District to consider the social media litigation in January 2025.
8. Eiland & Bonnin, PC, engages in complex contingent fee litigation which has required the investment of hundreds of thousands to millions of dollars of litigation expenses. Lawyers in the firm have served in past MDL leadership committees. The firm has worked in many high-profile litigations like the MGM Grand Las Vegas Mass Shooting, Syngenta GMO Corn, and BP Texas City Refinery Explosion. After 20 years of service as a member of the Texas House of Representatives for Districts 23 & 24, Craig Eiland has a unique understanding of what elected officials and public entities are confronted with when navigating complex litigation. Mr. Eiland regularly advises multiple Texas school districts in litigation. Mr. Eiland regularly advises multiple Texas school districts in litigation. Thompson & Horton has represented the District for over 10 years. The inception of the relationship between Eiland & Bonnin and the District began when Thompson & Horton introduced Eiland & Bonnin to the District in January 2025 to consider the social media litigation.
9. O’Hanlon, Demerath & Castillo, PC, regularly serves school districts across the state of Texas in a general counsel capacity and maintains a principal office in

Austin, Texas, and also offices in Pharr, San Antonio, and Fort Worth. The firm has litigated statewide high profile public education related cases such as the No Pass No Play, the A-F litigation and multiple Edgewood decisions related to the school finance system. After serving as General Counsel for the Texas Education Agency and litigating various high-profile issues for the public education system for the Attorney General of Texas, Kevin O’Hanlon founded the firm in 1992 to serve the needs of Public Entity clients. Justin Demerath regularly represents Texas School Districts on a contingent fee basis, often in property damage insurance recovery. He operates a contingent fee litigation practice within the firm that has recovered millions of dollars in recovery in high-profile multi-district litigations, including Syngenta GMO Corn, General Motors ignition switch recall, Transvaginal mesh, and NFL concussion litigation, as well as serving in leadership of cases that garnered national attention like the Sutherland Springs Mass Shooting. Thompson & Horton has represented the District for over 10 years. O’Hanlon, Demerath & Castillo has previously intermittently represented the District in various areas of practice as external counsel for more than 15 years. Thompson & Horton included O’Hanlon, Demerath & Castillo in conversation with the District in January 2025 to consider the social media litigation.

- 10. The approval of this Agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC, is the result of an arm’s length transaction between the District and Thompson & Horton, LLP, Eiland & Bonnin, PC, and O’Hanlon, Demerath & Castillo, PC, and is fair and reasonable. The relationship between the Houston Independent School District or the District’s Board of Managers and the law firms being retained is not improper and would not appear improper to a reasonable person.
- 11. Additionally, time is of the essence in the provision of these legal services. Potentially impending legal deadlines require urgent action by counsel.

ADOPTED this ____ day of _____, 202__ at a duly called meeting of the Houston Independent School District Board of Managers.

Ric Campo,
Board President

Angela Lemond Flowers,
Board Secretary



Consent Agenda

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5.

Office of the School Board

Consideration And Adoption Of Contingent Fee Legal Services Agreement With Thompson & Horton, LLP; Eiland & Bonnin, PC; And O'Hanlon, Demerath & Castillo, PC

The Houston Independent School District (HISD) School Board is asked to adopt a contingent fee legal services agreement with the firms Thompson and Horton, LLP; Eiland and Bonnin, PC; and O'Hanlon, Demerath and Castillo, PC; regarding social media multi-district litigation.

COST/FUNDING SOURCE(S): Costs and funding sources are as described in the agreement.

STAFFING IMPLICATIONS: None

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY.

RECOMMENDED: That the School Board adopts the contingent fee legal services agreement with the firms Thompson and Horton, LLP; Eiland and Bonnin, PC; and O'Hanlon, Demerath and Castillo, PC; regarding social media multi-district litigation, effective January 29, 2025.