

## **School District Legal Counsel Agreement**

Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **AVERILL PARK CENTRAL SCHOOL DISTRICT** with its offices located at 146 Gettle Road, Averill Park, New York 12018 hereinafter referred to as the “**DISTRICT**,” and **HONEYWELL LAW FIRM, PLLC**, with its offices located at 187 Wolf Road, Suite 202, Albany, New York 12205, hereinafter referred to as the “**FIRM**”.

The **DISTRICT** hereby retains and employs the **FIRM** as its general legal counsel to provide the **DISTRICT** comprehensive legal advice and consultation regarding all legal matters which might arise in the course of the District’s operations and as requested by the District and as more specifically set forth below.

### **1. Scope of Services**

The **FIRM** will provide the **DISTRICT** legal services under an annual retainer agreement on the following basis:

- a. Labor relations services for the Teachers Association, Administrators Association, and Non-Instructional Association which includes:
  - i. Collective bargaining including drafting of proposals and meetings with **DISTRICT** officials and all bargaining up to mediation. Any fact-finding or super-conciliation is not included on the retainer.
  - ii. Grievance processing, drafting decisions and advice.
  - iii. One arbitration (excluding just cause) per unit per year.
  - iv. One improper practice proceeding (including conferences but excluding hearings and appeals to the PERB board) per unit, per year.
  - v. Day-to-day advice related to labor services or other legal issues that may arise. “Day-to-day” advice meaning either brief telephone advice or brief written advice.
  - vi. All work not covered by the retainer will be billed separately as non-retainer work at the **FIRM**’s current hourly rates as set forth below.
  - vii. This retainer does not cover municipal finance work.

### **2. Fees**

In consideration of the foregoing, **DISTRICT** hereby agrees to compensate the **FIRM** as follows:

- a. An annual retainer of \$30,000.00 or \$2,500.00 per month, billed over the course of the school year (e.g. July 1<sup>st</sup> to June 30<sup>th</sup>) for legal services as outlined above.

- b. Services not covered under this retainer arrangement will be billed at \$180.00 per hour for general matters and \$200.00 per hour for litigation, hearings, or any matters related to capital projects. "Litigation" refers to matters under the jurisdiction of the state and federal courts. "Hearings" are defined as any proceeding in which witnesses will be called, sworn, examined, and cross-examined before a finder of fact who will decide the outcome of the case (e.g. 3020-a hearings, Section 75 hearings, and Superintendent's Hearings).

c. **Expenses**

Billable/Reimbursable items:

- i. Only significant costs or expenses which are incurred by the FIRM on behalf of the DISTRICT will be billed to the DISTRICT. Such costs are large photocopying projects, large postage fees, stenographic reporters' fees, witness fees, and court costs. Travel to the DISTRICT will not be billable to the DISTRICT.

3. **Attorneys**

The DISTRICT will have access to all attorneys and professional staff employed by the FIRM. The attorney assigned as the District's primary attorney contact is Jeffrey D. Honeywell, Esq or Paul M. Aloy, Esq.

4. **Term of Agreement**

The term of this Agreement shall be from July 1, 2020, through June 30, 2021. The DISTRICT may, in its sole discretion, for any reason, terminate this Agreement earlier than June 30, 2021, upon thirty (30) days' written notice from the DISTRICT to the FIRM, subject only to payment of earned fees, including a pro rata determination of the paid retainer, and disbursements as of the date of termination. The FIRM shall also have the right to terminate this Agreement upon thirty (30) days written notice. In the absence of termination by the District, this Agreement will be deemed to continue beyond June 30, 2021.

5. **Billing**

The FIRM will send a monthly statement every thirty (30) days itemizing the legal services provided, the attorney performing such services, the hourly rate applied, the total attorney's fees incurred for that period, the amount of any costs and disbursements incurred for that period, and the total balance due. Payment is expected within thirty days of the date of the bill.

6. **Fee Dispute**

In the event of a dispute regarding fees, the DISTRICT may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator. The FIRM would be happy to provide the DISTRICT with a copy of those rules at the DISTRICT's request.

**7. Document Retention**

Under the FIRM's document retention policy, we normally destroy files seven (7) years after a matter is closed, unless other arrangements are made with the client. Copies of all legal documents, correspondence, and most other documents will be provided to the DISTRICT throughout our representation of the DISTRICT. Copies of these documents should be retained for the DISTRICT'S records.

**8. Preservation of Evidence**

For litigated matters, the DISTRICT is required by law to preserve any evidence that may be relevant to the claim. This includes business records, correspondence, e-mail or other messages, photographs or video, or other physical evidence.

**9. Client Confidentiality**

The FIRM will protect the DISTRICT'S confidential information as required by law. Please use special care when communicating with the FIRM so as to preserve the confidentiality of attorney-client communications.

**10. Entire Agreement**

This Engagement Letter constitutes the entire agreement between the FIRM and the DISTRICT as to the Matter and may be changed only by a written document, signed by both parties.

**11. Governing Law**

Any dispute arising under this Engagement Letter shall be governed by the laws of the State of New York. The DISTRICT consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York to resolve any such disputes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**AVERILL PARK CENTRAL  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
President, Board of Education

Dated: \_\_\_\_\_

**HONEYWELL LAW FIRM, PLLC**

By: \_\_\_\_\_  
Jeffrey D. Honeywell, Esq.  
Managing Shareholder

Dated: 4-28-20