

School District Legal Counsel Agreement

Made and entered into this ____ day of _____, 2019, 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 1st to June 30th) 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, 2019, through June 30, 2020. The DISTRICT may, in its sole discretion, for any reason, terminate this Agreement earlier than June 30, 2020, 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, 2020.

5. **Billing**

The FIRM will send a monthly statement every thirty 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. Client's Rights and Responsibilities

Enclosed for the DISTRICT'S review is a Statement of Client's Rights and Responsibilities which an authorized representative of the DISTRICT must sign and return to the FIRM in order to engage the FIRM for legal services.

9. 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.

10. 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.

11. 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.

12. 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.

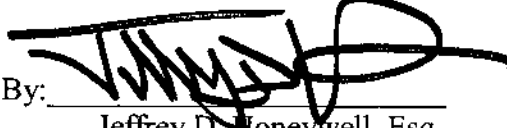
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**AVERILL PARK CENTRAL
SCHOOL DISTRICT**

By: _____
President, Board of Education

Dated: _____

HONEYWELL LAW FIRM, PLLC

By: 
Jeffrey D. Honeywell, Esq.
Managing Shareholder

Dated: 5-29-19

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is nonrefundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate

shall be made in good faith but may be subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.


If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

Receipt Acknowledged:


Attorney's Signature

Client's Signature


Date

Date