

School District Legal Counsel Agreement

This agreement is made and entered into this ____ day of _____, 2021, by and between the **WATERFORD-HALFMOON UNION FREE SCHOOL DISTRICT** with its offices located at 125 Middletown Road, Waterford, New York, 12188 hereinafter referred to as the “**DISTRICT**,” and **GIRVIN & FERLAZZO P.C.**, with its offices located at 20 Corporate Woods Blvd, Albany, New York 12211, 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 are more specifically set forth below.

1. The Firm will provide School District legal services under an annual retainer agreement on the following basis:

A. Labor relations services for both the Waterford Teachers Association and the CSEA (non-instructional) bargaining units; which includes:

- Collective bargaining, including drafting of proposals and meetings with District officials;
- Mediation, fact finding, super conciliation, and grievance processing;
- One (1) arbitration (excluding “just cause”) per unit, per year;
- One (1) improper practice proceeding (including conferences, but excluding hearings and appeals to the PERB board) per unit, per year;
- “Day-to-day” advice meaning either brief telephone advice or brief written advice;
- All work not covered by the retainer will be billed separately as non-retainer work at the Firm’s current hourly rates, with the exception of litigation, hearings, and construction.

2. In consideration of the foregoing, the District hereby agrees to compensate the Firm as follows:

- An annual retainer of \$20,000.00 or \$1,666.67 per month, billed over the course of the school year (e.g. July 1st to June 30th) for legal services as outlined in above.
- Services not covered under this retainer arrangement will be billed at \$175.00 per hour for general matters.
- Legal services for litigation and hearings will be billed separately at the Firm’s current hourly rate of \$195.00. “Litigation” refers to matters under the jurisdiction of the state and federal courts and administrative agencies. “Hearings” are defined as any proceeding

in which witnesses will be called, sworn, examined, and cross-examined before an independent finder of fact who will decide the outcome of the case.

- Legal services for construction matters will be billed at \$215.00/hr.
- Other Billable/Reimbursable items:

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. The District will have access to all attorneys and professional staff employed by the Firm.

4. The term of this Agreement shall be from July 1, 2021, through June 30, 2022. 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 WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**WATERFORD-HALFMOON UNION FREE
SCHOOL DISTRICT**

GIRVIN & FERLAZZO, P.C.

By: _____
Superintendent of Schools

By: _____
Kristine A. Lanchantin, Esq.
Shareholder