



Attorneys At Law

Hauppauge | Harrison | New York

June 27, 2017

Lorelei Case
 Assistant Superintendent for Business
 Port Jervis City School District
 9 Thompson Street
 Port Jervis, New York 12771

Re: Legal Fees 2017-2018

Dear Ms. Case:

I am enclosing the Firm's 2017-2018 Letter of Engagement for board and labor legal services. The Firm's fee arrangement with the Board for the 2017-2018 fiscal year will be as follows pursuant to our proposal to the Board:

1. Fee to provide Board Counsel Services* \$52,000 per year
(no limit on the number of hours)
2. Fee to provide Labor Counsel Services* \$52,000 per year
(no limit on the number of hours)
3. \$255.00 per hour for litigation, real estate and construction matters*

Upon the Board's adoption of a resolution appointing the Firm as legal counsel for the 2017-2018 school year, I would ask that you have the Board President execute the enclosed copy of the Letter of Engagement and return it to me in the self-addressed stamped envelope provided.

Very truly yours,

MARY ANNE SADOWSKI
 MAS/tr

Enclosures

* Our Letter of Engagement with the Board delineates the scope of each of these services.

July 1, 2017

Board of Education
Port Jervis City School District
9 Thompson Street
Port Jervis, New York 12771

Re: 2017-2018 Letter of Engagement for Legal Services
for the Port Jervis City School District

Dear Members of the Board:

This Letter of Engagement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division.

We attach the Statement of Client's Rights and the Statement of Client's Responsibility for your review.

We will undertake your representation in connection with the matter(s) described below, beginning on July 1, 2017. This retainer agreement shall be in effect until June 30, 2018 and may be extended thereafter by mutual agreement.

SCOPE of REPRESENTATION

Retainer Services Provided as Board Counsel

We provide the Board, the District's Superintendent of Schools and administrative staff with the following described services:

1. The Firm's attorneys consult with the Board of Education and the Superintendent of Schools and his/her administrative staff on a wide range of legal issues. We prepare formal opinion letters and attend meetings when requested by the Board or Superintendent concerning legal matters. Our guidance on issues raised by the Board or Superintendent or his/her designees includes, but is not limited to legal

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advice and counsel pertaining to the responsibilities and operation of the Board and school district in the following areas:

- a. Advice and consultation with the Board of Education in connection with its general and specific powers and duties under the Education Law.
- b. Representation of the Superintendent and other school officers and other administrators of the school district in their official capacity, and advice and consultation concerning their general and specific duties and responsibilities under the Education Law, Civil Service Law and General Municipal Law, including memoranda regarding the appointments, duties, responsibilities and termination of said administrators.
- c. Consultation, advice and related opinions with respect to school elections, including legal notices and other requirements.
- d. Consultation and advice with respect to annexation, consolidation and merger of districts, including mandated procedures and other related legal requirements.
- e. Advice and consultation in connection with proposed school closings (representation of the Board of Education in appeals before the Commissioner of Education and the Courts are billed hourly as non-retainer matters).
- f. Advice, consultation and opinions with respect to issues relating to the Open Meetings Law and Freedom of Information Law.
- g. Advice, consultation and opinions with respect to special education (excluding our requested attendance at CSE meetings, and/or §504 litigation and impartial hearings which services are billed hourly as non-retainer matters).
- h. Representation of, and consultation with, the Board of Education on issues involving teaching staff relative to: legal qualifications, teaching certificates, and other required licenses; appointments; proposed reductions in force and related seniority and tenure area questions; legal implications and requirements involving transfer and/or assignment of teaching duties; advice and consultation with respect to various forms of leaves of absence, including sabbatical, personal illness, child bearing leaves, and personal leaves; advice and consultation with respect to the powers, duties and appointments of substitute and part-time teachers; and related advice, consultation and representation on issues concerning unemployment compensation.
- i. Advice and consultation with respect to constitutional questions involving, for example, the separation of Church and State, school prayer, use of facilities, libraries and textbooks, and other First Amendment questions.

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- j. Advice, consultation and representation in matters involving interscholastic athletics and related eligibility questions (excluding our requested attendance at quasi-judicial hearings which services are billed hourly as non-retainer matters).
- k. Advice and consultation in connection with school district finances, including budgets, indebtedness, school taxes and related Federal and State aid.
- l. Advice and consultation in connection with student residency requirements, attendance laws, truancy proceedings, academic standards, grades, promotion and graduation requirements.
- m. Advice and consultation in connection with the discipline of students. (Representation of the school district in connection with disciplinary proceedings involving students, including hearings and related proceedings are billed as hourly non-retainer matters).
- n. Advice and consultation in connection with transportation of students and related regulations involving safety and health.
- o. Advice and consultation in matters involving insurance, including general liability and property and errors and omissions insurance.
- p. Advice and consultation in connection with record keeping responsibilities under State and Federal laws.
- q. Advice and consultation with regard to student records and personnel records.
- r. Advice and consultation with regard to guardianship; adoption; student name change orders; custody; orders of protection; school district residency; Child Protective Services.
- s. Advice and consultation with regard to employee wage garnishments; Internal Revenue Service levies.
- t. Advice and consultation with regard to subpoenas served on the District.
- u. Advice and consultation with regard to regarding criminal law.
- v. Advice and consultation with regard to tax law and governmental, municipal and political issues.
- w. Advice and consultation with regard to recent and pending changes in state and federal laws affecting the governance and operation of a public school district.
- x. Advice and consultation with regard to Parliamentary law issues.
- y. Advice and consultation with regard to environmental, health and safety matters (i.e., OSHA, etc.).
- z. Advice and consultation with regard to legality of policies, administrative regulations and procedures proposed by the Board or Superintendent and the Superintendent's designees.

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2. Upon request, members of the Firm attend Board meetings and meetings with the Superintendent and his/her staff concerning legal issues. These meetings frequently include third parties who are doing business with the District.

3. The Firm negotiates, drafts and reviews commercial contracts including contracts with third party vendors, municipal cooperation agreements and agreements between the School District and financial institutions, and prepares opinion letters in connection with these commercial transactions.

4. The Firm provides advice and counsel of issues arising under General Municipal Law, Section 103, et seq. respecting matters other than construction matters.

5. The Firm negotiates and prepares employment contracts between the District, its Superintendent of Schools, and central office personnel, including legal services provided in connection with the search for a new Superintendent of Schools.

6. Upon request, the Firm provides "in service" and/or other educational programs for staff at the direction of the Superintendent in the form of separate workshops and on Superintendent conference days.

Retainer Services Provided as Labor Counsel

As Labor Counsel, we provide the following services to the District:

1. The Firm acts as labor counsel and negotiator during negotiation meetings with collective bargaining representatives of the District's employees and during all proceedings connected with negotiations held pursuant to the Taylor Law (i.e., mediation, fact-finding, etc.), upon the direction of the District. In connection with the foregoing, the Firm is present at all other meetings, formal and informal, at which their presence might be requested by the Board or the Superintendent, prepares such memoranda of fact or law and any other documents, renders such oral advice as may be requested by the Board or the Superintendent and participates in the preparation, execution and delivery of all collective bargaining agreements.

2. The Firm provides advice to the Superintendent and Board relating to all personnel, labor and negotiation matters, including but not limited to advice rendered

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regarding all grievances filed pursuant to grievance procedures (other than arbitrations) which have been instituted by employees of the District; provides general advice regarding discharge of employees (including Civil Service Employees, and professional employees appointed pursuant to the tenure law provisions of the Education Law); provides advice concerning threatened litigation (including all administrative proceedings, such as improper labor practices, human rights appeals, arbitrations and/or court proceedings); and is present at all meetings in connection therewith at which the presence of the attorneys is requested by the Board or the Superintendent and will prepare such memoranda of fact or law and other documents in connection therewith.

3. The Firm provides advice regarding School District personnel policies as they may impact upon collective bargaining or personnel matters and prepare such memoranda of law or fact as may be requested by the Board or Administration and attend all meetings at which the attorneys' presence may be requested in connection therewith by the Board and/or Administration.

4. The Firm provides general advice regarding the rights of unions and employees arising under the Taylor Law including representational questions such as "appropriate unit" issues, management and confidential employee status and the duty to bargain.

5. The Firm provides advice to the Board and Administration in connection with tenure issues, including issues pertaining to appropriate tenure areas, layoff and recall rights. This advice is grounded upon the Education Law of the State of New York as well as federal civil rights law.

6. The Firm provides advice regarding state and federal legislation as it may impact upon collective bargaining or personnel matters, prepares such memoranda of law or fact as may be requested by the Board or Administration and attends all meetings at which the attorneys' presence may be requested in connection therewith by the Board and/or Administration.

7. The Firm provides advice and consultation in connection with claims of employment discrimination under the state human rights law, federal civil rights laws and federal laws mandating equal employment opportunities, including Title VII of the

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Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and Title IX of the Education Amendments of 1972. Defense of these claims is provided on an hourly basis as set forth below in paragraph titled "Non-Retainer Services".

8. We provide "in service" and/or other educational programs for staff at the request of the Superintendent of Schools or the Board of Education.

Non-Retainer Services

The Firm provides the following services on an hourly basis, outside the lump sum retainer:

1. Litigation: Litigation includes, but is not limited to all adversarial matters involving the school district such as federal and state court litigation; proceedings before the Commissioner of Education, Public Employment Relations Board, New York State Division of Human Rights, Equal Employment Opportunity Commission, labor arbitrations, Section 3214 student disciplinary procedures, special education proceedings, Section 3020-a teacher disciplinary matters and Section 75 non-instructional employee disciplinary proceedings, and investigations in connection with consideration of the institution of such proceedings; tax certiorari proceedings; Workers' Compensation and Unemployment Insurance litigation; and any other litigation before judicial, administrative, or quasi-judicial bodies. Also billed as litigation are adversarial challenges to the School District. An example of the latter would be an investigation of the District by state and federal agencies (e.g. Office of the State Comptroller, District Attorney's Office, the Office of Civil Rights) or a threatened breach of contract, or the investigation of a claimed civil rights violation.

2. Representation in connection with various labor relation disputes (including strike activity) arising out of the negotiation of collective bargaining agreements, together with related practice and appearance before State Courts (obtaining injunctive relief and contempt citations) and administrative agencies.

3. Legal services in connection with construction matters including but not limited to the preparation of all instruments and contracts in connection with a construction matter and litigation services.

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4. Real Estate Matters.

5. Such other matters as the Firm and the Board agree will be billed on an hourly basis.

FEES, EXPENSES and BILLING PRACTICE

2017-2018

- Fee to provide Board Counsel Services \$52,000 per year
(no limit on the number of hours)
- Fee to provide Labor Counsel Services \$52,000 per year
(no limit on the number of hours)
- Hourly Rate for Non-Retainer Services \$255.00 per hour

Please note that attendance at meetings in the District is not billed separately if the matter falls within the board and labor counsel retainer services described above; only if the matter requiring attendance at a District falls within the services indicated above as being billed hourly are the hours billed at the stated hourly rate.

We intend to submit a bill to you no less frequently than every thirty (30) days beginning on August 1, 2017 for services performed during the preceding month. Expenses will be separately stated on the bill and one-twelfth of our retainer fee along with fees for services performed during the preceding month for those matters billed hourly will be charged. Expenses will include all out-of-pocket disbursements and expenses paid by the Firm for any and all work relating to the School District. These charges include filing fees, service of process, of counsel fees, delivery fees, travel and meal expenses, Westlaw charges, overnight mail expenses and the like. We also bill on an hourly basis for law clerks and paraprofessionals at the rate of \$125.00 per hour.

Upon the request of the Firm and the approval of the same by the Board of Education, the fees set forth herein may be modified from time to time by written letter agreement.

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This retainer agreement may be terminated by the District at any time upon two weeks' notice and the payment of any fees incurred by the District as of the date of termination.

This Agreement shall be binding upon and inure to the benefit of the parties' successors with the consent of the School District.

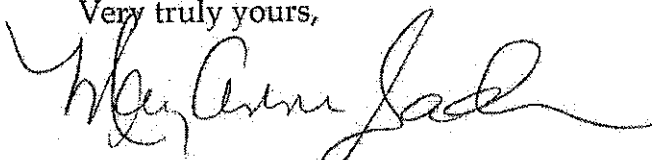
ARBITRATION

In the event that a dispute arises between the District and the Firm relating to the Firm's fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Please execute the enclosed copy of this Letter of Engagement and return the same to us in the enclosed self-addressed stamped envelope. Unless modified in writing, this Letter of Engagement will remain in effect for the entire time that the Firm serves as Counsel to the District.

In closing, we are privileged to have the opportunity to represent the Port Jervis City School District.

Very truly yours,



MARY ANNE SADOWSKI

Enclosures

Port Jervis City School District

by: _____
Board of Education President

dated:

STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

STATEMENT OF CLIENT'S RESPONSIBILITIES

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.