



**HONEYWELL**  
**LAW FIRM** PLLC

187 WOLF ROAD, SUITE 202  
ALBANY, NEW YORK 12205  
P. 518.512.4580 | F. 518.512.4597  
[WWW.HONEYWELLLAWFIRM.COM](http://WWW.HONEYWELLLAWFIRM.COM)

*Jeffrey D. Honeywell*  
*Managing Shareholder*

*JDH@honeywelllawfirm.com*

April 7, 2021

Dr. James Franchini  
Superintendent of Schools  
Averill Park Central School District  
146 Gettle Road Station #1  
Averill Park, New York 12018

**Re: 2021-2022 Retainer Agreement**

Dear Jim:

We were very pleased and honored to hear that the School District has determined to continue our services as general counsel to the School District. Averill Park Central School District is and has been a valued client at this firm. We always endeavor to provide the best service and advice possible to the School District and it's students to keep Averill Park as one of the premier school districts in the Capital District Region.

As per the request of Mr. Ouimet, please find enclosed the retainer for the 2021-2022 school year. Please note that it contains no increase retainer sum or hourly rates from the previous year. In fact, it is the same retainer as last year's, simply with updated dates.

Should you have any questions or wish to discuss the retainer, please do not hesitate to contact me. Once approved by the Board, please have the Board president execute the retainer and return a copy to us.

Again, our sincerest appreciation to have earned the trust and confidence of the School District and it's Board of Education to continue as counsel for the District. If there is any way we can further assist the District in its mission, please do not hesitate to contact me.

Very truly yours,

HONEYWELL LAW FIRM, PLLC

By: 

Jeffrey D. Honeywell, Esq.

JDH/amd  
Enclosure

## **School District Legal Counsel Agreement**

Made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, 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, 2021, through June 30, 2022. The DISTRICT may, in its sole discretion, for any reason, terminate this Agreement earlier than June 30, 2022, 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, 2022.

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: 4-7-21