

## School District Legal Counsel Agreement

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **GUILDERLAND CENTRAL SCHOOL DISTRICT**, with its offices located at 8 School Road, Guilderland Center, New York, 12085 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**”.

1. The District hereby retains and employs the Firm to provide special education services.
2. In consideration of the foregoing, the District hereby agrees to compensate the Firm as follows:

- Services will be billed at \$160.00 per hour except litigation and hearings.
- Litigation and hearings will be billed at the rate of \$180.00 per hour. “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 an independent finder of fact who will decide the outcome of the case.
- 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. Routine office costs such as day to day copies and postage, etc. will not be billable to the District.

3. The attorneys primarily responsible for handling your file are Tara L. Moffett, Esq., and Erin R. Morris, Esq.

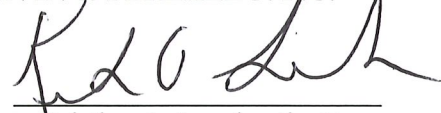
4. The term of this Agreement shall be from July 1, 2017, through June 30, 2018. The District may, in its sole discretion, for any reason, terminate this Agreement earlier than June 30, 2018, upon thirty (30) days’ written notice from the District to the Firm, subject only to payment of earned fees, 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.

**GUILDERLAND CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent of Schools

**GIRVIN & FERLAZZO. P.C.**

By:   
\_\_\_\_\_  
Kristine A. Lanchantin, Esq.  
Shareholder