

SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

MEMORANDUM

TO: Susan Swartz, Superintendent
FROM: Andrew Giaquinto, School Business Manager
DATE: July 2, 2024
RE: Girvin & Ferlazzo Contract for 2024-2025

Attached please find the 2024-25 Legal Counsel Agreement with Girvin & Ferlazzo. The hourly attorney rate increased by 2.28-2.57%, dependent on the type of service (general, special education, litigation, construction). The paralegal rate increased by 17.65%. We are rarely, if ever, charged for paralegal time. However, Girvin has not increased the paralegal rate in several years and the rate was below market. They have recently hired a paralegal who specializes in special education issues. If we are charged for her services in the future, we will be saving money because it would be for work that was previously done by an attorney at the higher billing rate.

I recommend that we continue the services provided by Girvin & Ferlazzo and that this agreement be submitted for Board approval at the July 8, 2024 meeting. Thank you.

Attachment

AG/cc

School District Legal Counsel Agreement

This agreement is made and entered into this 1st day of July, 2024, by and between the **SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT** with its offices located at 900 Preddice Parkway, Scotia, NY 12302 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 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 for any school district matters including but not limited to labor relations and general education law services on an hourly fee basis for all legal services.

2. The Firm will coordinate to meet the District’s needs. Such work may be required during particular hours, on particular days or in a particular location, in order to complete the assignment. The Firm will coordinate with the District to minimize the disruption to staff and students.

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

- Services will be billed at the attorney hourly rate of \$200.00 and paralegal/para-professional hourly rate of \$100.00 for all general labor and education law services except for special education, construction matters, litigation and hearings.
- Legal services for special education, litigation and hearings will be billed at the attorney hourly rate of \$220.00 and paralegal/para-professional hourly rate of \$100.00. “Litigation” refers to matters under the jurisdiction of the state and federal courts and/or 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 or recommend the outcome of the case.
- Construction matters will be billed at \$225.00 per hour.
- 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 or routine office costs such as local telephone costs, faxes, routine copies, etc. will not be billable to the District.

4. The Firm is an independent contractor and not an employee of the District. The Firm is not entitled to any benefit plan afforded to the employees of the District. The Firm is responsible for payment of taxes due for payments under this Agreement.

5. Payment pursuant to this Agreement is dependent upon the satisfactory completion of work, faithful compliance with the Agreement, acceptance of work by District, and periodic submission of invoice(s) describing work performed.

6. The Firm shall observe and require the observance by all its employees of all applicable Federal and New York State requirements relating to the confidentiality of records and information provided to the Firm by the District, including but not limited to, student records.

7. All records generated by the Firm as a result of rendering services under this agreement shall be the property of the District and maintained in District files. The firm may maintain duplicate records for its purpose consistent with confidentiality requirements.

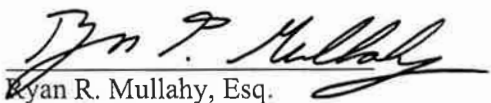
8. The term of this Agreement shall be from July 1, 2024, through June 30, 2025. The District may, in its sole discretion, for any reason, terminate this Agreement earlier than June 30, 2025, upon thirty (30) days' written notice from the District to the Firm, subject only to payment of earned fees and 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.

SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

GIRVIN & FERLAZZO, P.C.

By: _____
Superintendent of Schools

By: 
Ryan R. Mullahy, Esq.
Shareholder