

**THREE VILLAGE CENTRAL SCHOOL DISTRICT
STONY BROOK, NEW YORK**

BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: July 7, 2021

DATE SUBMITTED: July 1, 2021

OFFICE OF ORIGIN: Business Services

CATEGORY OF ITEM: Organizational Meeting

TITLE: APPOINTMENT OF GENERAL COUNSEL 2021-2024

Staff Recommendation:

Upon the recommendation of the Superintendent of Schools be it resolved that the Board of Education appoint Guercio & Guercio, LLP as General Counsel pursuant to terms set forth in the attached for the period July 1, 2021 through June 30, 2024.

Background-Rationale:

Guercio & Guercio, LLP has been serving the district as General Counsel since 2012 and has performed in a professional and satisfactory manner.

GENERAL SERVICES CONTRACT

AGREEMENT, made this day of , 2021, by and between the BOARD OF EDUCATION, THREE VILLAGE CENTRAL SCHOOL DISTRICT, hereinafter referred to as the "BOARD" and GUERCIO & GUERCIO, LLP., hereinafter referred to as "ATTORNEYS".

WHEREAS, the BOARD, at a regular meeting of , 2021, retained GUERCIO & GUERCIO, LLP, as the attorneys for the School District for the school year July 1, 2021 through June 30, 2024, and

WHEREAS, the BOARD and the ATTORNEYS desire to record the terms and conditions of such retainer in contract form,

NOW, THEREFORE, it is agreed as follows:

I. Term: July 1, 2021 through June 30, 2024.

II. Services:

1. The daily rendering of legal opinions, orally or by memorandum, concerning all matters affecting the administration of school affairs.
2. Attendance at regular BOARD meetings as is necessary in connection with pending legal matters.
3. Prepare all legal documents and notices, and provide for all necessary equipment and supplies in connection with the annual and special meetings of the residents of the School District.
4. Conduct correspondence on behalf of the School District where the same has, or may have, legal implications.
5. Confer in the preparation of all legal documents in connection with short-term borrowing.
6. Cooperate with Bonding Counsel in connection with bond issues attendant upon long-term borrowing.

7. Writing or approving contracts between the District and other parties.

8. Examination and approval of vendors' bonds, insurance policies and other legal documents.

III. Annual Retainer: For the above services, the fee shall be \$59,000.00 per annum from July 1, 2021 through June 30, 2022, \$59,000.00 per annum from July 1, 2022 through June 30, 2023 and \$60,500.00 per annum from July 1, 2023 to June 30, 2024.

IV. Litigation: Separate compensation for Litigation services shall be at the rate of \$250.00 per hour from July 1, 2021 through June 30, 2022, \$250.00 per hour from July 1, 2022 to June 30, 2023 and \$255.00 per hour from July 1, 2023 to June 30, 2024. Law Clerks will be billed at \$150.00 per hour from July 1, 2021 to June 30, 2022, \$150.00 from July 1, 2022 to June 30, 2023 and \$155.00 per hour from July 1, 2023 to June 30, 2024. Paralegal services will be billed at \$130.00 per hour from July 1, 2021 to June 30, 2022, \$130.00 from July 1, 2022 to June 30, 2023 and \$135.00 per hour from July 1, 2023 to June 30, 2024. Litigation services include services such as special proceedings, motions, trials and appeals in court; Real estate and construction related services; Tenure Hearings; Commissioner of Education appeals; Human Rights Commissioner Hearings, etc.

V. Expenses: The BOARD shall reimburse GUERCIO & GUERCIO, for "out-of-pocket" expenses incurred in the performance of services as School Attorneys. These shall include, but not be limited to travel, long-distance calls, electronic research, Westlaw and/or LexisNexis charges, copying, printing, supplies, express mail or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the District and the non-necessity to procure reimbursement.


VI. Termination: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly
executed this day of , 2021.

BOARD OF EDUCATION
THREE VILLAGE CENTRAL
SCHOOL DISTRICT

By: _____
President

GUERCIO & GUERCIO

By: 
GREGORY J. GUERCIO

