

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 LABOR 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 Labor 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 Labor Counsel since 2012 and has performed in a professional and satisfactory manner.

NOT AN OFFICIAL RECORD; SUBJECT TO CHANGE

CONTRACT
LABOR COUNSEL SERVICES

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 parties 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: Negotiations with bargaining units certified as such by PERB as follows:

- a) Preliminary study of the union's demands;
- b) In conference with District personnel and the BOARD, study of union demands, and preparation of the District's demands;
- c) Negotiate on the above through mediation, fact-finding and post fact-finding until agreement is reached;
- d) Draft the agreement into contract form and render advice and guidance to the BOARD and Superintendent concerning contract interpretation during the life of the contract;
- e) Appear at, and/or render advice and consultation concerning the conduct of grievance hearings held before the Superintendent and the Board of Education;
- f) Other matters of personnel and contract administration.

III. Legal Fee: For the above services, the fee shall be billed monthly at the annual rate of \$60,000.00 for the period July 1, 2021 to June 30, 2022, \$60,000 for the period July 1, 2022 to June 30, 2023 and \$61,500.00 for the period July 1, 2023 to June 30, 2024.

IV. Litigation: Separate compensation for litigation services shall be at the rate of \$250.00 per hour for the period July 1, 2021 to June 30, 2022, \$250.00 per hour for the period July 1, 2022 to June 30, 2023 and \$255.00 for the period July 1, 2023 to June 30, 2024. Law Clerks will be billed at \$150.00 per hour for the period July 1, 2021 to June 30, 2022, \$150.00 per hour for the

period July 1, 2022 to June 30, 2023 and \$155.00 for the period July 1, 2023 to June 30, 2024. Paralegal services will be billed at \$130.00 per hour for the period July 1, 2021 to June 30, 2022, \$130.00 for the period July 1, 2022 to June 30, 2023 and \$135.00 for the period July 1, 2023 to June 30, 2024. Litigation services include special proceedings, motions, trials and appeals in court; PERB proceedings; contract grievances, and arbitrations.

V. Expenses: The BOARD shall reimburse GUERCIO & GUERCIO, LLP, for "out-of-pocket" expenses incurred in the performance of services as Labor Counsel. These shall include, but not be limited to travel, long-distances calls, copying, printing, Westlaw and/or LexisNexis research, supplies, expressage 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.

GUERCIO & GUERCIO, LLP

BOARD OF EDUCATION
THREE VILLAGE CENTRAL
SCHOOL DISTRICT

By: 
GREGORY J. GUERCIO

By: _____
President