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**MALVERNE UNION FREE SCHOOL DISTRICT
CONTRACT FOR THE SERVICES OF GENERAL AND LABOR COUNSEL**

IT IS HEREBY AGREED that the BOARD OF EDUCATION OF THE MALVERNE UNION FREE SCHOOL DISTRICT retains the firm of Frazer & Feldman, LLP as its attorneys for the period July 1, 2022 through June 30, 2023 at an annual general counsel retainer of \$28,000 and an annual labor counsel retainer of \$48,000, for a total of \$76,000, payable on the first day of each month at the rate of \$6,333.33 per month.

This general counsel retainer shall cover all general services of the attorneys including telephone consultations with the Board and the administrative staff regarding general matters unrelated to special or extraordinary services, advice and counsel on legislation, judicial and administrative decisions and policy matters, correspondence, research and written opinions for school authorities, written legal opinions, assistance with legal aspects of the budget, bidding and other financial matters, conduct of the annual election and one special meeting, and attendance at one public meeting of the Board of Education per month. These general services shall be the result of requests from the Superintendent's office or the Board President or actions initiated by the attorney's office.

The labor retainer shall cover labor counsel services including advice and counsel regarding the administration of all collective bargaining agreements, and non-represented employee agreements (including modifications to the Superintendent's employment agreement); assistance with negotiations for all unit agreements; consultation with the Board and administration in preparation for negotiations; review of any grievances which have been presented during the term of the current agreement; in order to advise the Board of what it might anticipate in the form of union proposals; preparation of the Board's collective bargaining proposals; review of the union's proposals and recommendations with respect to them; representation at negotiations, mediation and fact-finding; draft collective bargaining agreements; draft memoranda to the Board and/or attendance at Board meetings to report on the status of negotiations when necessary; and consultation with the Board and administration regarding the various collective bargaining agreements during their terms.

Not included within the retainer are special or extraordinary general and labor counsel services, not enumerated above, including advice and counsel and representation of the Board, the District and/or the administration in adversarial circumstances; preparation for and appearances in court or before administrative bodies or other quasi-judicial bodies including, but not limited to, state and federal litigation; staff and student disciplinary proceedings, impartial hearings, Commissioner's appeals, appeals to the Office of State Review, and other administrative agency disputes, grievances, arbitrations, or other administrative proceedings; defense or prosecution of improper practice proceedings before the Public Employment Relations Board; arbitrations, disciplinary proceedings, administrative hearings or other litigation; and staff development. Such services shall be compensated at our hourly rate of \$235 per hour for attorneys and \$120 per hour for legal assistants.

"Adversarial circumstances" as used herein means circumstances where the interests of the Board and/or District are adverse to those of an identifiable person, group, firm or agency or any combination thereof.

In addition, the firm shall be reimbursed for out-of-pocket disbursements, including, but not limited to, postage in excess of \$1.00 per item, facsimile, long distance telephone calls, photocopies, WESTLAW computer assisted research, and court fees and expenses paid by it for any and all work on behalf of the District whether or not the same is covered by this agreement.

The firm shall provide a bill for services on a monthly basis, which bill shall include the time during that month devoted to each adversarial matter. The bill shall indicate the amount for disbursements attributable to each matter. In the event a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which you will be provided to you upon request.

The parties agree that this contract may be terminated by either party upon 30 days' prior written notice to the other party. Upon receipt of notice of termination, the Firm shall only be entitled to be paid for services actually performed for the District.

Dated:

BOARD OF EDUCATION
MALVERNE UNION FREE SCHOOL DISTRICT

By: _____
_____, President

FRAZER & FELDMAN, LLP

By: 
FLORENCE T. FRAZER