

SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
MEMORANDUM

TO: Susan Swartz, Superintendent
FROM: Andrew Giaquinto, School Business Manager
DATE: July 9, 2025
RE: Legal Contracts for 2025-2026



Attached please find the 2025-26 Legal Counsel Agreements with Girvin & Ferlazzo and the Honeywell Law Firm. The chart below depicts a history of the hourly rates charged by both firms. Both firms charge a blended rate (partner/associate) for their public school district clients. In addition, both firms primarily assign partners to most of our workload. Therefore, the blended rate works to our advantage and is more cost-effective. The average rate increase over the last three years has been 1.55-3.51% for Girvin and 3.7-4.17% for Honeywell (depending on the type of service). Honeywell's fees did not increase for 25-26.

Year	Honeywell		Girvin & Ferlazzo		
	Legal	Lit/Cap	Legal	Cap	SpEd/Lit
22/23	\$ 180	\$ 200	\$ 190	\$ 215	\$ 210
23/24	\$ 190	\$ 210	\$ 195	\$ 220	\$ 215
24/25	\$ 200	\$ 225	\$ 200	\$ 225	\$ 220
25/26	\$ 200	\$ 225	\$ 210	\$ 225	\$ 225
\$ Inc over 4 years	\$ 20	\$ 25	\$ 20	\$ 10	\$ 15
% Inc over 4 years	11.11%	12.50%	10.53%	4.65%	7.14%
Average Increase	3.70%	4.17%	3.51%	1.55%	2.38%

Both firms are being reappointed as legal counsel at the annual Reorg meeting; therefore, these agreements should be submitted for Board approval at the July 14, 2025 meeting. Thank you.

Attachments

AG/cc

School District Legal Counsel Agreement

This agreement is made and entered into this 18 day of July, 2025, 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 \$210.00 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 \$225.00 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.

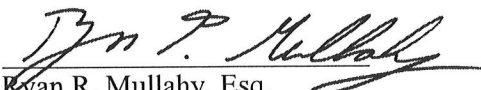
8. The term of this Agreement shall be from July 1, 2025, through June 30, 2026. The District may, in its sole discretion, for any reason, terminate this Agreement earlier than June 30, 2026, upon thirty (30) days' written notice from the District to the Firm, subject only to payment of earned fees and 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



20 Corporate Woods Blvd. | Albany, NY 12211

tel: 518 462 0300 | fax: 518 462 5037

www.girvinlaw.com

Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended June 1, 2018
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. Court approval of a settlement is required in some matters.
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, gender identity, gender expression, age, national origin or disability

School District Legal Counsel Agreement

Made and entered into this 18 day of July 2025, by and between the **SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT** with its offices located at 900 Preddice Parkway, Scotia, New York 12302 hereinafter referred to as the "**DISTRICT**," and **HONEYWELL LAW FIRM, PLLC**, with its offices located at 187 Wolf Road, Suite 202, Albany, New York 12205, hereinafter referred to as the "**FIRM**".

The DISTRICT hereby retains and employs the FIRM as its special 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 more specifically set forth below.

1. Scope of Services

The FIRM will provide the DISTRICT legal services under an annual retainer agreement on the following basis:

a. A legal services retainer which will include the following services: any labor, Education Law, or other legal matters concerning the operation of the DISTRICT, including, but not limited to, collective bargaining, disciplinary proceedings, and administrative proceedings such as occur at PERB, as are assigned by the Superintendent of Schools or Board of Education.

2. Fees

In consideration of the foregoing, DISTRICT hereby agrees to compensate the FIRM as follows:

- a. An hourly rate of \$200.00 per hour for legal services as outlined above, except for litigation, hearings, and any construction/capital projects which are set forth below and billed on a monthly basis over the course of the school year (e.g. July 1st to June 30th).
- b. Legal services for all work related to capital/construction projects, litigation and hearings will be billed separately at the FIRM's current hourly rate of \$225.00. "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 a finder of fact who will decide the outcome of the case (e.g. PERB, 3020-a hearings, Section 75 hearings, and Superintendent's Hearings).
- c. Expenses - 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 will not be billable to the DISTRICT.

3. Attorneys

The DISTRICT will have access to all attorneys and professional staff employed by the FIRM. The attorneys assigned as the District's primary attorney contacts are Jeffrey D. Honeywell, Esq., Paul M. Aloy, Esq., or Christopher J. Honeywell, Esq.

4. Term of Agreement

The term of this Agreement shall be from July 1, 2025 through June 30, 2026. The DISTRICT may, in its sole discretion, for any reason, terminate this Agreement earlier than June 30, 2026, 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 the absence of termination by the District, this Agreement will be deemed to continue beyond June 30, 2026.

5. Billing

The FIRM will send a monthly statement every thirty (30) days itemizing the legal services provided, the attorney performing such services, the hourly rate applied, the total attorney's fees incurred for that period, the amount of any costs and disbursements incurred for that period, and the total balance due. Payment is expected within thirty days of the date of the bill.

6. Fee Dispute

In the event of a dispute regarding fees, the DISTRICT may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator. The FIRM would be happy to provide the DISTRICT with a copy of those rules at the DISTRICT's request.

7. Document Retention

Under the FIRM's document retention policy, we normally destroy files seven (7) years after a matter is closed, unless other arrangements are made with the client. Copies of all legal documents, correspondence, and most other documents will be provided to the DISTRICT throughout our representation of the DISTRICT. Copies of these documents should be retained for the DISTRICT'S records.

8. Preservation of Evidence

For litigated matters, the DISTRICT is required by law to preserve any evidence that may be relevant to the claim. This includes business records, correspondence, e-mail or other messages, photographs or video, or other physical evidence.

9. Client Confidentiality

The FIRM will protect the DISTRICT'S confidential information as required by law. Please use special care when communicating with the FIRM so as to preserve the confidentiality of attorney-client communications.

10. Entire Agreement

This Engagement Letter constitutes the entire agreement between the FIRM and the DISTRICT as to the Matter and may be changed only by a written document, signed by both parties.

11. Governing Law

Any dispute arising under this Engagement Letter shall be governed by the laws of the State of New York. The DISTRICT consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York to resolve any such disputes.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**SCOTIA-GLENVILLE CENTRAL
SCHOOL DISTRICT**

By: _____
President, Board of Education

Dated: _____

HONEYWELL LAW FIRM, PLLC

By: 
Jeffrey D. Honeywell, Esq.
Managing Shareholder

Dated: 5-27-25

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is nonrefundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate

shall be made in good faith but may be subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

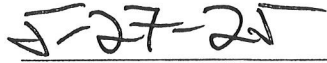
In the event of a fee dispute, you may have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

Receipt Acknowledged:



Attorney's Signature

Client's Signature



Date

Date