

MAY 30 2013

District Office

WHITEMAN  
OSTERMAN  
& HANNA LLP

Attorneys at Law  
www.woh.com

One Commerce Plaza  
Albany, New York 12260  
518.487.7600 phone  
518.487.7777 fax

Beth A. Bourassa  
Partner  
518.487.7617 phone  
bbourassa@woh.com

May 29, 2013

**VIA ELECTRONIC & REGULAR MAIL**

Cheryl A. Dudley  
Superintendent of Schools  
Greenville Central School District  
4982 State Route 81  
P.O. Box 129  
Greenville, NY 12083-0129

*Re: Retainer Agreement – 2013-2014 School Year*

Dear Ms. Dudley:

Whiteman Osterman & Hanna LLP appreciates the opportunity to continue to provide legal services to the Greenville Central School District (the “District”), as its general counsel. In accordance with Firm policy, the purpose of this letter is to set forth our understanding as to the terms upon which we have been engaged for the 2013-2014 school year.

**MUTUAL RESPONSIBILITIES**

We will provide the legal services that, in our professional judgment, are appropriate for this matter and in accordance with applicable legal and ethical standards. You agree that appropriate representatives of the District will be reasonably available to confer with us upon request, will provide us with such documents and information as you may possess relating to the matter, will disclose all facts and circumstances of which you are aware that may bear upon our handling of the matter, will promptly pay our fees in accordance with the terms of this letter, and will otherwise assist our efforts as we reasonably request.

It is understood that I will be the partner of this Firm primarily responsible for this engagement. We understand that Capital Region BOCES will handle most non-litigated labor relations matters that arise.

**DETERMINATION OF FEE**

Our fees are determined, in accordance with applicable ethical rules, by considering a number of factors, including the amount of time that our lawyers, legal assistants and staff devote to the matter, the experience and expertise of the professionals who perform the services,

the complexity, novelty and difficulty of the questions involved, the magnitude of the matter, any time limitations or other special demands presented, and the results obtained.

For the 2013-2014 school year, we are offering two alternative fee structures, as set forth below:

**A. RETAINER and NON-RETAINER**

For general representation, which includes responding to routine telephone inquiries and correspondence, including any supporting research, attendance as requested at Board meetings, legal opinions as requested by the Board or Superintendent, review of contracts, day-to-day counsel and advice on matters other than labor relations, and up to 3 hours of training programs/presentations per year, we will continue to charge a retainer of \$20,000 per year, plus out-of-pocket costs and disbursements, payable in quarterly installments of \$5,000, beginning July 1, 2013.

Excluded from the retainer are all federal and state court litigation matters, and all administrative litigation, such as the prosecution of employee disciplinary proceedings on behalf of the District including Education Law § 3020-a and Civil Service Law § 75 proceedings, arbitrations, appeals to the Commissioner, and special education impartial hearings. Attendance at Superintendent's hearings under Education Law § 3214 and any training programs/presentations in excess of 3 hours per year will also be outside the retainer. Non-retainer work also includes recurring special education cases, and matters of such unusual scope or depth that we mutually agree require extended time or research to complete. We would not undertake such a matter without your express approval.

We charge only for time we actually work and only for actual out-of-pocket disbursements. In an effort to keep costs down, we will assign work to associates and paralegals whenever appropriate. Any associate's or paralegal's work will always be supervised by me or another partner.

The time of partners and senior associates would continue to be charged at \$215 per hour for non-retainer work. Other associates who may work with us on your non-retainer matters would continue to be billed at between \$145 and \$195 per hour, depending on their level of experience. Paralegal services would continue to be billed at \$115 per hour.

**B. DISCOUNTED HOURLY RATE**

In the alternative, we will charge a further discounted, blended hourly rate of \$195 per hour for all legal work by partners and associates. Any paralegal services would be billed at \$115 per hour.

**BILLING FOR COSTS AND EXPENSES**

In addition to our fees, we will bill the District for any expenditures which we make or expenses we incur for or on behalf of the District. These may include computer-based legal research costs, the costs of reproducing documents, long distance telephone charges, mileage, parking and other travel costs, expenses which we incur while we are away from our office on

your business, court reporter and arbitration fees which accountants or consultants retained on the District's behalf charge us, and other similar expenditures. Where such expenditures are significant in amount, we may ask the District to make payment directly to the provider of goods or services.

## **STATEMENTS**

We will send the District statements for services rendered and for expenditures which we have made on a quarterly basis (for retainer work) and a monthly basis (for non-retainer work). The amounts set forth in the statements are due within thirty days after the statement is mailed. If you have any questions about any statement, please call me promptly to discuss it.

If the District's account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature and, where consistent with our ethical obligations, withdrawing from this representation. We also reserve the right to ask for reasonable security for past due balances and work required in the near future. As a condition of our undertaking this representation, the District agrees to provide such security to us upon request.

In fairness to the majority of our clients who pay our statements promptly, we have established late payment charges designed to recover the costs of carrying overdue accounts. We reserve the right, to the extent permitted by law, to add a late payment charge of 1% per month to the District's past due account. These late charges will accrue from the due date of the bill until the date it is paid.

Under certain circumstances, disputes regarding our fees may be subject to the New York Fee Dispute Resolution Program established under 22 NYCRR Part 137.

## **CONFLICTS OF INTEREST**

As you are aware, Whiteman Osterman & Hanna LLP has a diverse practice that includes representation of many other clients in many areas. We have performed our standard internal conflicts check and we believe our performance of this engagement will not conflict with any client or matter on which we are engaged as of the date of this letter. In the event any such conflict comes to our attention, we will promptly notify you, and you agree to promptly meet with us to discuss, in good faith, a reasonable resolution. Within applicable ethical and legal guidelines, we will endeavor to continue our representation and to preserve our relationship.

## **TERMINATION**

We anticipate a long and mutually satisfactory relationship. However, the District has the right to terminate our engagement at any time by giving us written notice of termination. We also have the right, subject to our responsibilities under applicable ethical rules, to terminate our engagement by giving you written notice if the District fails to cooperate with us or to pay our bills when due or if we determine that continuing to represent the District would be unethical, impractical or improper. If our relationship is terminated by either party, the District will remain obligated to pay us in full for our past services and for costs and expenses in accordance with the terms of this letter.

Greenville School

JUN 12 2013

District Office

Hogan, Sarzynski,  
Lynch, DeWind & Gregory, LLP

P.O. Box 660  
Binghamton, NY 13902-0660  
Fax - (607) 797-6123  
[www.hsldg.com](http://www.hsldg.com)

---

520 Columbia Drive, Suite 204  
Johnson City, NY 13790  
Telephone - (607) 797-4839

---

Greenville Central  
School District  
Legal Services

## Legal Services 2013-2014 School Years

Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP provides high quality and low cost legal services to school districts in New York. Since our founding in 1977, our firm has developed a reputation for both knowledge and expertise in the field of school law and labor law and prompt, efficient service to our clients.

We welcome the opportunity to propose a retainer arrangement to your District. We have developed these proposals by comparing available data from your District with similar data from our clients of comparable size. We do not have a conflict of interest with the Greenville Central School District.

Under this retainer service, the District receives a bill for all legal services referred to our office for the monthly sum of \$1,000 equaling an annual retainer amount of \$12,000. No additional bills will be issued by our office until the total amount in legal services received by your district exceeds \$14,000 (the district is only charged \$12,000). The District receives 14 months of legal services at a 12 month price. In other words, the District pays for 67 hours of service but receives 78 hours of service. Once the district legal fees exceed the \$14,000 figure, we begin billing at our current hourly rate of \$178 per hour for partners and \$157 per hour for associates. This is a preferred retainer client rate. Our non-retainer rate is \$194 per hour for partners and \$178 for associates. We bill in units of one tenth of an hour.

As a retainer client of Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP, the district will also receive our publication *Legalgram*. At least once a month our office prepares a *Legalgram* on a current topic of interest to the district. Samples of

*Legalgrams* are attached to this proposal. The district will also receive at no additional charge a subscription to our publication entitled *Special Education Alert*. Two *Alerts* are also attached. This publication is issued as the need arises to make the district aware of current and important topics in special education law. Both publications take a practical “how do I make it work in my district” approach to a particular legal problem and, when needed, will include draft policies and procedures.

Additionally, the District receives a complete set of our publications on CD entitled *Hornbook of Topics and Forms Pertaining to Students-Fifth Edition*, *Hornbook of Topics and Forms Pertaining to Employees-Fourth Edition*, and *Hornbook of Topics and Forms Regarding Children with Disabilities-Eighth Edition*.

Retainer clients of our firm also are entitled to one workshop during the day for staff or administrators, one evening workshop usually for board members, and an appearance at a board meeting by an attorney of this firm at no additional charge. In other words, the time attending the workshops or the appearance at the board meeting is not charged against the annual retainer amount.

All of our attorneys are available to answer questions and assist you on pending legal matters. We take pride in our reputation for responsiveness and as our clients will tell you, that reputation is well deserved.

The only items charged separately under this retainer arrangement are exceptional expenses such as mileage outside Broome County at the IRS mileage rate, overnight delivery, stenographers, legal research fees, overnight travel expenses (hotel and meals at the IRS rate) and the like. If we were ever to engage the services of an expert or private investigator on your behalf these charges would be billed on your statement as a vendor service. There are no hidden charges. This plan gives you a

chance to control and anticipate your legal expenses.

We invite you to examine the enclosed resume of our firm's experience. Please take time to call our clients and ask them about our service. Please take a look at our website. You will find it at [www.hslldg.com](http://www.hslldg.com). We would welcome an opportunity to meet with the Board to explain our services and to answer any questions you might have about Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP and the partnership we would form with your District.

We thank you for taking time to examine this proposal and we hope to work with you soon.

■ **Attorneys**

- **Edward J. Sarzynski**, Senior Partner, has been practicing in the field of Education and Labor Law since 1975. He received his J.D. degree from Cornell University, and was admitted to the bar, 1971, New York State and U.S. District Court, Northern District of New York; 1978, U.S. Supreme Court; 1980, U.S. Court of Appeals, Second Circuit; New York State Bar Association and Broome County Bar Association; member of New York State Management Advocates for School Labor Affairs (MASLA). Member of NYS Council of School Attorneys, NYS School Boards Association, National Council of School Attorneys and National School Boards Association.
- **John P. Lynch**, Partner, has been practicing in the field of Education and Labor Law since 1989; received his J.D. degree from Catholic University of America, and was admitted to the bar, 1990, New York; 1990, New York State and U.S. District Court, Northern District of New York; 1992, U.S. District Court, Western District of New York; member of the American Bar Association, New York State Bar Association and Broome County Bar Association. Member of New York State Management Advocates for School Labor Affairs (MASLA). Member of NYS Council of School Attorneys, NYS School Boards Association, National Council of School Attorneys and National School Boards Association.
- **Wendy K. DeWind**, Partner, has been practicing Education and Labor Law since 1997, received her J.D. degree from State University at Buffalo, School of Law and admitted to the bar, 1996, New York and U.S. District Court, Northern District of New York; 1996, U.S. District Court, Western District of New York; member of the New York State Bar Association, Broome County Bar Association. Member of NYS Council of School Attorneys, NYS School Boards Association, National Council of School Attorneys and National School Boards Association.
- **James A. Gregory**, Managing Partner, has been practicing Education and Labor Law since 2001, received his J.D. degree from Hofstra University, School of Law and admitted to the New York bar 1999 and the Michigan bar 2000; U.S. District Court Eastern District of Michigan; U.S. District Court, Northern District of New York, Western District of New York, 2002; member of New York State Bar Association and Broome County Bar Association. Member of NYS Council of School Attorneys, NYS School Boards Association, National Council of School Attorneys and National School Boards Association.
- **Amy J. Lucenti**, Associate, received her J.D. degree from Ohio Northern University, Pettit College of Law, and admitted to the bar, 2005; member of the New York State Bar Association and Broome County Bar Association. Member of Council of School Attorneys, NYS School Boards Association, National Council of School Attorneys, and National School Boards Association. Prior to becoming an attorney, Amy was a speech therapist practicing in Broome, Niagara and Erie Counties, and holds permanent certification in that area.
- **William L. Gibson, Jr.**, Special Counsel, has been practicing general law and labor and municipal law since 1981. He received his J.D. degree from the University of New Hampshire Franklin Pierce Law Center in 1980 and was admitted to the bar in 1981 New York State; 1981 the United States District Court for the Northern District of New York; 2001 the United States Court of Appeals for the Second Circuit; and 2001 the United States Supreme Court. He is a member of the New York State Bar Association, a member and former director of the Broome County Bar Association and a member and past president of the County Attorneys Association of the State of New York. Gibson served as Broome County Attorney from 1997-2004 and again in 2011, and as special counsel to the Broome County Attorney from 2006-2011.



■ **Support Staff**

**Susan M. Agati, PLS**, Legal Assistant; Associates Degree in Marketing Management/Business from Broome Community College in 1986; Associates Degree in Applied Sciences - Paralegal from Broome Community College in 1992; Certified Professional Legal Secretary Certification in 1991.

**Gail J. Brennan, PLS**, Legal Assistant; Associates Degree in Applied Sciences - Paralegal from Broome Community College in 1989; Certified Professional Legal Secretary Certification in 1991.

**Mary Miller Korncavage, PLS**, Legal Assistant; Executive Secretarial Certificate from Ridley-Lowell Business and Technical Institute in 1986; Certified Professional Legal Secretary Certification in 1993.

**Diane C. Harris, PLS**, Legal Assistant; Executive Secretarial Certificate from Kathryn Gibbs School; Certified Professional Legal Secretary Certification in 1986.

- **Our Experience** - Our firm practices in all the various courts and administrative agencies having jurisdiction over the public schools. What follows is a partial listing of our experience. For more on our firm please visit our website – [www.hsldq.com](http://www.hsldq.com).

- **Discipline of employees**

- **§ 3020-a - Discipline of Tenured Teachers**

<u>Facts</u>	<u>Outcome</u>
20 year teacher making comments in class such as: you look sexy in that dress; comment to girl wearing nun's outfit on Halloween - I've always had a fantasy about raping a nun. Teacher also accused of staring and winking at girls.	Teacher found guilty and terminated from employment.
Veteran teacher suffering from mental illness. Teacher acted erratically, paranoid, accusatory. Wasn't performing job to expectations.	Arbitrator finds teacher mentally unable to perform her job duties and terminates teacher.
Male teacher making comments such as: you boys are certainly lucky to have such pretty girls in school; you should be on the cover of a teen magazine you're so pretty; after a male and female enter class teacher stated: I wonder what those two were doing together?	3020-a charges filed and teacher resigns.
Teacher accused of fondling students.	After 3020-a hearing begins teacher resigns.
Teacher having affair with student.	After 3020-a hearing begins teacher resigns.

- **§ 75 - Discipline of Civil Service Employees**

<u>Facts</u>	<u>Outcome</u>
Bus driver chases student off bus when student is disrespectful to mother. Bus driver also admits to spitting at student.	Driver found guilty and is terminated by Hearing Officer.
Custodian is absent from work approximately 50 times over 18 months.	Custodian found guilty and is terminated by Hearing Officer.
Custodian leaves work for two hours without permission. Custodian also failed to lock an outside door on one occasion.	Custodian found guilty and is terminated by Hearing Officer.

Bus driver improperly filling out time cards and is insubordinate to transportation supervisor.

Driver found guilty and fired by Third Department, Appellate Division.

Teacher aide takes day off to travel despite being told not to by Superintendent.

Teacher aide found guilty and docked a week's pay.

○ **Commissioner's Decisions**

1. Appeal of SANDRA ROCKWELL from action of the Board of Education of the Stamford Central School District and Tonda Dunbar, Superintendent, regarding term limits of board members. Decision No. 16,355 (May 10, 2012)
2. Appeal of JEFFREY WAIT, from actions of the Board of Education of the Cherry Valley-Springfield Central School District, regarding a voter proposition. Decision No. 16,353 (May 10, 2012)
3. Appeal of M.J. from action of the Board of Education of the Stamford Central School District regarding student discipline. Decision No. 16,347 (March 30, 2012)
4. Appeal of MAYRA CROWELL, on behalf of her son RODNEY HOWARD, JR., from action of the Charlotte Valley Central School District and Superintendent Mark Dupra regarding residency. Decision No. 16,222 (March 31, 2011)
5. Appeal of KRISTA L. PORTER from action of the Board of Education of the City School District of the City of Norwich regarding a coaching appointment. Decision No. 16,196 (January 20, 2011)
6. Application to reopen the Appeal of the BOARD OF EDUCATION OF THE CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT from action of the Board of Education of the Schenevus Central School District regarding tuition reimbursement. Decision No. 16,137 (August 20, 2010)
7. Appeal of J.U., on behalf of R.U., from action of the Board of Education of the Johnson City Central School District regarding residency and transportation. Decision No. 16,095 (July 27, 2010)
8. Appeal of the BOARD OF EDUCATION OF THE DEPOSIT CENTRAL SCHOOL DISTRICT from actions taken at an annual district meeting. Decision No. 16,078 (June 29, 2010)
9. Appeal of the BOARD OF EDUCATION OF THE CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT from action of the Board of Education of the Schenevus Central School District regarding tuition reimbursement. Decision No. 16,061 (May 10, 2010)
10. Appeal of a STUDENT WITH A DISABILITY, by his parents, from actions of the Boards of Education of the Franklin Central School District and the Susquehanna Valley Central School District regarding student discipline. Decision No. 16,002 (December 4, 2009)
11. Appeal of S.B.L., on behalf of her son R.R., from action of the Board of Education of the Bath Central School District and Superintendent Marion W. Tunney regarding student discipline. Decision No. 15,993 (October 14, 2009)

12. Appeal of JANICE WALTERS from action of the Board of Education of the City School District of the City of Cortland, Superintendent Laurence Spring and Lydia Eberenz-Rosero regarding the appointment of an elementary principal. Decision No. 15,973 (August 20, 2009)
13. Appeal of D.M. and M.K., on behalf of M.M., from action of the Board of Education of the City School District of the City of Oneonta regarding an athletic suspension. Decision No. 15,965 (August 14,2009)
14. Appeal of the BOARD OF EDUCATION OF THE CANASTOTA CENTRAL SCHOOL DISTRICT from action of the Board of Education of the City School District of the City of Syracuse relating to foster care tuition. Decision No. 15,847 (November 13, 2008)
15. Appeal of D.R., on behalf of her sister J.P., from action of the Board of Education of the Sandy Creek Central School District regarding residency and transportation. Decision No. 15,793 (July 25, 2008)
16. Appeal of Cassandra Finnis Palen, on behalf of her daughter KATHERINE E. PALEN, from action of the Board of Education of the Margaretville Central School District regarding class scheduling. Decision No. 15,759 (June 5, 2008)
17. Appeal of TED THOMAS from action of the Board of Education of the Jasper Troupsburg Central School District, Cynthia Cady, as district clerk, Robert Manley and Mark Leach regarding a school district election. Decision No. 15,748 (May 6, 2008)

○ **State Review Officer Decisions**

1. Application of the BOARD OF EDUCATION OF THE XXXXXXXXXX CENTRAL SCHOOL DISTRICT for review of a determination of a hearing officer relating to the provision of educational services to a student with a disability. No. 08-026
2. Application of a CHILD WITH A DISABILITY, by his parent, for review of a determination of a hearing officer relating to the provision of educational services by the McGraw Central School District. No. 07-123
3. Application of the BOARD OF EDUCATION OF THE COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT, for review of a determination of a hearing officer relating to the provision of educational services to a child with a disability. No. 07-043
4. Application of the BOARD OF EDUCATION OF THE ALLEGANY-LIMESTONE CENTRAL SCHOOL DISTRICT for review of a determination of a hearing officer relating to the provision of educational services to a child with a disability. No. 07-028
5. Application of the BOARD OF EDUCATION OF THE GLENS FALLS COMMON SCHOOL DISTRICT, for review of a determination of a hearing officer relating to the provision of educational services to a child with a disability. No. 06-036

○ **Arbitration Experience**

1. In the Matter of the Arbitration between the Chenango Forks Teacher Association and the Chenango Forks Central School District regarding Medicare Part B Premiums of Retirees

1. In the Matter of the Arbitration between the Livingston Manor Teachers Association and Livingston Manor Central School District regarding rescinding a resignation.
  2. In the Matter of the Arbitration between South Kortright Teachers Association and South Kortright Central School District regarding request for a voluntary reassignment.
  3. In the Matter of the Arbitration between Bainbridge Guilford Teachers Association and Bainbridge Guilford Central School District. Grievance: Work Assignment.
  4. In the Matter of the Arbitration between Chenango Forks Teachers Association and Chenango Forks Central School District. Grievance: Personal Business Leave - Snowed-in.
  5. In the Matter of the Arbitration between CSEA Local 1000 AFSCME, AFL-CIO and Bath Central School District regarding employee misconduct.
- **PERB Experience**
    1. In the Matter of the Champlain Valley Educational Service upon the Application for Designation of Persons as Managerial or Confidential, E-2545.
    2. In the Matter of Arkport Faculty Association and Arkport Central School District regarding unrepresented title being added to bargaining unit, CP-1109.
    3. In the Matter of Michelle Chamberlin and Arkport Central School District and Arkport Staff United regarding decertification, C-5830.
    4. In the Matter of Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Tioga County Local 854, Tioga County Employees Unit 8850 and County of Tioga regarding employee discipline matter, U-27939.
    5. In the Matter of Bainbridge-Guilford Teachers Association/NYSUT/AFT, and the Bainbridge Guilford Central School District, Case No. 23194.
  - **Court Experience**
    1. In the Matter of the Application of Penny Sindoni, Petitioner for a Judgment Pursuant to Article 78 of the Civil Practice Law and Rules against County of Tioga and Johannes A. Peeters, as Tioga County Public Health Director, Index No. 37617.
    2. In the Matter of Terri Korba and the Board of Education of the Stamford Central School District and Tonda Dunbar, Index No. 2011-1369.
    3. In the Matter of the Application of Kristen Nagorny and Owego Apalachin Teachers Association and the Owego Apalachin Central School District Board of Education and Dr. William Russell in his capacity as Superintendent of Owego Apalachin Central School District, Index No. 2010-41243
    4. In the Matter of Krislynn Dengler and the Board of Education of the Walton Central School District, Thomas P. Austin, Superintendent of Schools, Michael MacDonald, Principal Grades 6-12, and Gary Williams, Vice Principal/Athletic Director, Index No. 2010-1413

5. In the Matter of Linda Fox and the Charlotte Valley Central School District, the Board of Education of the Charlotte Valley Central School District; Mark Dupra, as Superintendent of the Charlotte Valley Central School; and Edgar Whaley, as Principal of the Charlotte Valley Central School, Index No. 2009-0315.

■ **Publications**

- Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP has developed reference books pertaining to public education in New York State. They are:
  1. Hornbook of Topics and Forms Pertaining to Students (Fifth Edition).
  2. Hornbook of Topics and Forms Regarding Children With Disabilities (Seventh Edition). Accepted by Library of Congress, Washington, D.C.
  3. Hornbook of Topics and Forms Pertaining to Employees (Fourth Edition)
- Edward J. Sarzynski has authored the following articles, *Disciplining A Handicapped Student*, 46 West's Education Law Reporter p. 17, (1988); *Quackenbush v. Johnson City Central School District - The Importance of Knowing and Following Procedures in Matters Involving Handicapped Students*, 16 Education Law Reporter, p. 1 (1984).
- John P. Lynch has authored *School Districts and The Internet: Practice and Model Policy*, Education Law in Practice, 122 West's Education Law Reporter p. 21 (1998).

■ **Presentations**

Our retainer clients may use one or more of the meetings with the Board or Staff built in into the retainer for presentations on any topic of the BOCES' choosing. All the attorneys at Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP also regularly present on a number of issues of topical importance. Recent presentations include:

To BOCES and component Districts:

The Impact of the Affordable Care Act on BOCES and Districts  
Consolidation of School Districts  
Current Methods of Sharing Programs and Employees  
APPR, negotiating provisions, and its Impact on the Grant and Denial of Tenure  
Dignity for All Students Act  
Student Safety and Access to Students and Student Information  
Title VII and Title IX-Anti-Discrimination requirements under Federal and State Law  
Special Education Training and Workshops  
Annual CSE Chairperson's Conference for 4 Northern BOCES  
Freedom of Information Law and Open Meetings Law  
Boardmanship-the Role of the Board and Superintendent in the Operation of the District  
Indemnification of Board Members, Officers and Employees  
Impacts of Natural Gas Drilling and Fracking on Tax Revenue and the "Tax Cap"

The Firm also regularly presents to Education and Public Employment Related Professional Organizations and Continuing Education Seminars, including:

New York State School Boards Association (NYSSBA)

Management Advocates for School Labor Affairs (MASLA)  
The State and National School Law Conference  
Continuing Legal Education Seminars for CMI (MEDS/PDN)  
Broome County Bar Association

**AGREEMENT APPLICABLE UNTIL CHANGED IN WRITING**

This agreement will apply to any additional matters we agree to undertake upon the District's behalf unless we enter into an express written agreement reflecting an alternate arrangement. Please review this letter carefully, and raise and discuss with me any questions which you may have. If this letter accurately reflects your understanding of our attorney-client relationship, please indicate your approval and acceptance by dating and signing the enclosed duplicate of the letter and returning it to me. Your signature indicates your authority to act on behalf of the District.

Sincerely,

*Beth Bourassa*

Beth A. Bourassa

**APPROVED AND ACCEPTED:  
GREENVILLE CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: Cheryl A. Dudley

Title: Superintendent of Schools

Date: \_\_\_\_\_, 2013

**CHOOSE ONE:**

Retainer and Non-Retainer

Blended Hourly Rate



JUN 20 2013

District Office

**GIRVIN  
& FERLAZZO, PC**  
ATTORNEYS AT LAW

20 Corporate Woods Blvd.  
Albany, New York 12211  
tel: 518 462 0300  
fax: 518 462 5037  
www.girvinlaw.com

*Jeffrey D. Honeywell*  
*Partner*  
[jdh@girvinlaw.com](mailto:jdh@girvinlaw.com)

June 18, 2013

Cheryl Dudley  
Superintendent of Schools  
Greenville Central School District  
Route 81  
Greenville, NY 12083

Re: **Fee Agreement for the 2013-2014 School Year**

Dear Cheryl:

We are writing with regard to the fee agreement for Greenville Central School District for the 2013-2014 school year.

The District has chosen to retain Girvin & Ferlazzo on an hourly basis. Girvin & Ferlazzo's 2013-2014 school year hourly fee for services will be \$160.00 per hour for all legal services except litigation and hearings. Legal services for litigation and hearings will be billed at the rate of \$180.00 per hour. "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 an independent finder of fact who will decide the outcome of the case.

You will also be billed for significant disbursement costs, such as Federal Express charges, large postage costs, large copying projects, filing fees, etc. You will not be billed for "soft" costs such as day to day copies and postage or faxes.

Please acknowledge your acceptance of these terms by signing and returning a copy of this letter to me. Feel free to call if you have any questions.

Very truly yours,

**GIRVIN & FERLAZZO, P.C.**

By:

  
Jeffrey D. Honeywell

AGREED to this \_\_\_ day of \_\_\_\_\_, 2013  
**GREENVILLE CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
President, Board of Education

**KEEP THIS FORM ON FILE. DO NOT RETURN TO SED**

**CERTIFICATION OF ACCEPTANCE FOR DISTRICTS AND NONPUBLIC SCHOOLS**  
(Residential Child Care Facilities must complete the form on Attachment XVI)

Please complete the following information and **retain on file** for examination by members of this Department or USDA during a review of your Child Nutrition Program. **Do not send the Certificate of Acceptance to your regional office.**

**SCHOOL FOOD AUTHORITY NAME:** Greenville Central School

**12-Digit LEA Code:** 190701040000

The governing body of this School Food Authority accepts this Free and Reduced Price Meal or Special Milk Program Policy Statement, including the Family Income Eligibility Criteria and all required attachments and as indicated below:

**Titles of Designated Officials**

- A. REVIEWING OFFICIAL Janet Maassmann  
Address & Telephone 4976 SR 81, Greenville NY 12083  
518-966-5070
- B. HEARING OFFICIAL Tammy J. Sutherland  
Address & Telephone 4976 SR 81 Greenville NY 12083  
518-966-5070
- C. VERIFICATION OFFICIAL Janet Maassmann  
Address & Telephone 4976 SR 81 Greenville NY 12083  
518-966-5070

An officer of the Board of Education or chairman of the community school board, pastor or executive director of the corporation operating a private or parochial school, or the headmaster or principal of a nonpublic school must sign this form.

\_\_\_\_\_  
**ORIGINAL SIGNATURE OF SCHOOL OFFICIAL**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**



MEMORANDUM

TO: Cheryl A. Dudley/Superintendent of Schools  
 FROM: Tammy J. Sutherland/Assistant Superintendent for Business  
 RE: Substitute/Mileage Reimbursement Rates  
 DATE: July 2, 2013

It is my recommendation to be competitive with Questar III Component Districts (substitute rate survey for component districts was reviewed during the budget workshops), supply and demand, current entry-level salaries and budget allotments, to approve 2013-14 substitute rates as follows:

Substitutes:	2012/2013	Recommendation 2013/2014
Teacher (Certified)	\$ 101.00	\$ 101.00
Teacher ( Non-Certified)	\$ 82.00	\$ 82.00
Nurse (RN)	\$ 101.00	\$ 101.00
Nurse (LPN)	\$ 82.00	\$ 82.00
Teaching Asst. (Certified or 2 yrs college)	\$ 75.00	\$ 80.00
Teaching Asst. (HS Diploma)	\$ 67.00	\$ 75.00
Tutoring	\$ 30.00	\$ 30.00
Technology Assistant	\$ 12.35	\$ 12.35
Bus Driver	\$ 14.40	\$ 16.00
Mechanic	\$ 14.40	\$ 16.00
Clerical	\$ 11.60	\$ 11.60
Aides, Monitors	\$ 10.55	\$ 10.55
Custodian, Cleaner, Maintenance	\$ 11.65	\$ 12.00
Cleaner Monitor	\$ 11.40	\$ 11.75
Food Service	\$ 8.75	\$ 9.00

To approve Board of Voter Registration/Election inspectors hourly rate as follows:

Election Clerk/Inspectors	\$ 8.00	\$ 8.25
Board of Voter Registration	\$ 8.75	\$ 9.00
Election Machine Custodian	\$ 250.00	\$ 250.00

Other Salaries

Tax Collector	\$ 5,076.00	\$ 5,213.00
---------------	-------------	-------------

Other Salaries:

Increase the mileage reimbursement rate from 40 cents to 45 cents per mile. The districts reimbursement rate has not increased since the 2007/2008 school year. The current IRS rate which we are not required to adopt is 56.5 cents per mile.

BOARD OF EDUCATION