

**Organization Meeting**  
**July 6, 2023**  
**School Library 7:00 pm**

**AGENDA**

**Organizational Meeting**

1. Swearing in of newly elected Board members  
    Oath of office for Board members
2. Election of Board President

Board President presides over the meeting

3. Election of Vice President
4. Board approves current policies
5. Board Appointments:
  - A. District Clerk: Lisa DeZalia (\$4930.00)
  - B. District Treasurer/ Business Manager: Matt Curren (\$85,000.00)  
    Interim District Treasurer- Danielle Fosella (through July 31, 2023) \$6771.00  
    Deputy District Treasurer- Board president (at no additional cost)
  - C. School Attorney: Girvin & Ferlazzo, P.C. (\$195.00 per hour except \$220.00 per hour for construction, special education, litigation, and hearings.) Honeywell Law Firm Attorneys at Law ( \$210.00 per hour)
  - D. School Physician: Hudson Headwaters (\$7364.00)
  - E. External Auditor: Telling & Associates, CPA. (\$17,000.00)
  - F. Internal Auditor: Frances Mahler (\$1,813.00)
  - G. School Tax Collection Tax Collector Danielle Fosella \$5150.00  
    School Tax Collector Assistant- Pauline Rose \$850.00
  - H. Bonding Attorney: Hiscock & Barclay, LLP, depending upon bond expense
  - I. Financial Advisor: Bernard Donegan, Inc. (\$185.00 per hour)
  - J. Records Retention Officer- Matt Curren (at no additional cost)
  - K. AHERA Designee- Dan Grey (at no additional cost)
  - L. Attendance Officer- Danielle Rooker (at no additional cost)
  - M. Petty Cash Officer of \$100.00- Lisa DeZalia (at no additional cost)
  - N. Agents to be Bonded- Treasurer, Dept. Treasurer, Tax Collector, for \$1,000,000.00, Internal Claims Auditor, Extra Classroom Activity Fund Treasurer, Bonded for \$100,000.00.
  - O. Approve advanced payment of Petty Cash, utilities, postage and express charges

Board approves following committees

**P. Committee on Special Education (CSE)**

- a. The parents of the student as defined by Federal and State guidelines
- b. At least one regular education teacher of the student as defined by Federal and State guidelines
- c. A special education teacher of the child as defined by Federal and State guidelines
- d. A school psychologist,
- e. A representative of the school district who is qualified to provide or supervise special education as defined by Federal and State Guidelines: CSE Chairperson or Special Education Director
- f. An additional parent member of a student with a disability as defined by Federal and State guidelines: Peggy Hart & Amy VanGorp
- g. Other persons and the student as defined by Federal and State guidelines.

**Q. Sub Committee for CSE/CPSE**

- a. The parents of the student
- b. One regular education teacher of the student as defined by Federal and State guidelines
- c. The student's special education teacher as defined by Federal and State guidelines
- d. A representative from the school district defined by the Federal and state guidelines: CSE Chairperson or Special Education Director  
A school psychologist, whenever a psychological evaluation is reviewed or a change to a program option with a more intensive staff/student ratio, as set fourth in section 200.6(g)(4) of this Part, is considered.
- e. Other persons as defined by Federal and State guidelines

**R. Committee for Pre-School Special Education (CSPE)**

- a. The parents of the preschool child as defined by Federal and State guidelines
- b. A regular education teacher of the child as defined by Federal and State guidelines
- c. A special education teacher of the child as defined by Federal and State guidelines
- d. A representative of the school district as defined by Federal and State guidelines: CPSE Chairperson or Special Education Director
- e. An additional parent member as defined by Federal and State guidelines:
- f. A representative of the municipality of the preschool child's residence as defined by Federal and State guidelines, Essex County
- g. Other persons defined by the Federal and State guidelines

**6. Board Designations**

- A. Official Newspaper: Community Sun & Post Star
- B. Official Depositories:  
Glens Falls National Bank  
Multi fund checking account inclusive of General Fund, Lunch account,  
Federal and Capital funds, Capital Project checking account for the building  
project, inclusive of General Fund,  
Ollie Lessard, Francis Bohrmann, George Reeves & Gary Clark, Evelyn &  
James Gregory and Helen Hickey Keppler Scholarship funds accounts.  
Board Meeting Date: Fourth Thursday of each month at 7:00 in the school library.  
July, November & December meeting to be held the third Thursday
- C. Mileage Rate – Federal Income Tax Rate
- D. Signer of all District Checks:
  - a. District Treasurer/ Business Manger
  - b. Deputy District Treasurer- (alternate) Board President
- E. Substitute Attendance Management - \$ 2438- Lisa DeZalia
- F. Number of students to be enrolled through F-1 Visa program- not to  
exceed 10 full year students
- G. Foreign Exchange rate \$2500 Tuition \$7500 Room and Board
- H. Set Non Resident tuition rate-\$1000.00

**7. Duties assigned to the Superintendent:**

- A. Authorized to submit grants on behalf of the school
- B. Auditor of Payroll
- C. Purchasing Agent
- D. Decides all conference requests
- E. Decides on requests for building usage
  - a. No fee for building usage except appropriate custodial charges.
- F. Make budget transfers up to \$1000.00
- G. Along with District Treasurer, deposit all revenues in a timely  
manner in interest bearing accounts.
- H. Representative to CVES Health Care Consortium-Member of the Board of  
Directors at no additional cost
- I. Lead Evaluator for teachers re: APPR

Board approves DASA Coordinator & Title IX officer

- A. District DASA coordinator- Kemm Pemrick
- B. Title IX Officer- Kemm Pemrick
- C. Homeless Liaison-Kemm Pemrick

**Board approves committee memberships**

**Board of Education Assignments (At no additional cost)**

- A. School Improvement Team
- B. Sports Committee
- C. Essex County School Boards
- D. Hot Lunch Appeals Officer
- E. NYSSBA Legislative Liaison
- F. District Audit Committee
- G. Policy Committee (2)

**Board Approves summer school staff:**

Jeanette Weber -Speech Services

Katherine Snide- OT services

**Adjournment**

## **School District Legal Counsel Agreement**

Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **SCHROON LAKE CENTRAL SCHOOL DISTRICT** with its offices located at 1125 US Route 9 Schroon Lake, New York 12870 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 general legal and labor counsel to provide the DISTRICT comprehensive legal advice and consultation regarding all 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 on the following basis:

a. A legal services including the following:

- i. Routine legal advice and counsel by telephone, in writing, or in person as requested by the Board of Education or Superintendent of Schools (or designee) in relation to DISTRICT matters, including any supporting research.
- ii. Attendance at occasional Board of Education meetings as requested to discuss specific topics.
- iii. Legal advice and counsel including the drafting of charges and routine issues involved in the discipline of students, including Education Law §3214 hearings.
- iv. Review, negotiation and drafting contract documents and other legal agreements between the DISTRICT and individuals, organizations, or agencies.
- v. Routine review, draft and advise on existing, new, and amended policies.
- vi. Drafting resolutions of the Board of Education as requested.
- vii. Legal advice and counsel concerning employee disciplinary matters, including preparation of grievance responses, investigations, arbitrations, and proceedings pursuant to Civil Service Law § 75 and Education Law § 3020-a.
- viii. Legal advice and review of agreements relating to capital projects, bid issues, and any other legal matters, other than municipal financing, concerning capital/construction projects.

- ix. Routine review, monitoring and representation in tax certiorari proceedings as directed by the DISTRICT.
- x. Preparation/review of legal notices, legal advice, and counsel in connection with DISTRICT elections, and annual and special meetings.
- xi. Cooperation with the DISTRICT Insurance Carrier and oversight of assigned outside counsel.
- xii. Advice, counsel and representation in regard to Special Education matters as such may from time to time arise.
- xiii. Any other legal matters which may be requested by the Superintendent of Schools or Board of Education.

**2. Fees**

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

- a. An hourly rate of \$210.00 per hour for legal services as outlined above and billed on a monthly basis over the course of the school year (e.g., July 1<sup>st</sup> to June 30<sup>th</sup>).
- 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 \$210.00. "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., Education Law §3020-a hearings, Civil Service Law §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, court costs, travel related.

**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 shall be Douglas E. Gerhardt though you are hiring the complete firm so others, including Jeffrey D. Honeywell, Esq., Paul M. Aloy, Esq., and/or Christopher J. Honeywell, Esq. may from time to time be called upon to assist with matters as they may arise.

**4. Term of Agreement**

The term of this Agreement shall continue in effect from July 1, 2023, through June 30, 2024. The DISTRICT may, in its sole discretion, for any reason, terminate this

Agreement earlier than June 30, 2024, 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, 2024.

**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.

**SCHROON LAKE CENTRAL SCHOOL  
DISTRICT**

**HONEYWELL LAW FIRM, PLLC**

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

By: Douglas E. Gerhardt  
Douglas E. Gerhardt, Esq.  
Shareholder

Dated: \_\_\_\_\_

Dated: June 21, 2023