

SCHOOL ATTORNEY

The Board of Education shall appoint an Attorney for the school district for a term of one year or until appointment of a successor. The attorney must be admitted to the Bar of New York State and must be familiar with the Education Law of New York State. The attorney shall be the legal advisor to the school district, the Board, the Superintendent of Schools, and to the administrative staff. In that capacity, the attorney's duties shall be:

1. to provide advice to the District, the Board, the Superintendent and/or the administrative staff with respect to all legal matters relating to the District including, but not limited to, interpretation of the Education Law of the State of New York and all other statutes, rules, or regulations affecting the District;
2. to provide legal advice on the prudent handling of all matters with which the District may be confronted with respect to property and personnel of the District;
3. to be easily accessible to the Board and the Superintendent and, at the discretion of the Superintendent, the administrative staff with respect to legal matters issuing out of day-to-day administration of the school district;
4. to review all contracts to be entered into by the District (other than purchase orders usually issued for the purchase of goods, equipment and services);
5. to review the legality of all rules or regulations to be adopted by the Board;
6. to review and advise with respect to any process served upon the District; and
7. to retain such special counsel as he/she may deem necessary in the circumstances, subject to the approval of the Board.

The Attorney shall receive a retainer for the school year in such amount as shall be agreed upon between the Board and the Attorney as of the organization meeting each school year. In addition to the annual retainer, the Attorney shall be reasonably compensated for:

1. all services rendered in connection with litigation and appeals to the Commissioner of Education brought by or against the District, the Board, or the Superintendent;
2. all services rendered in connection with bond issues or similar financial transactions;
3. assistance in contract negotiations with the Teachers Association and Civil Service Employees Association and the drafting of negotiated contracts;
4. conducting, on behalf of the District, all litigation instituted by or brought against the District;

5. legal services with respect to any grievances that may be filed by a teacher or the Teachers Association or the Civil Service Employees Association or its members;
6. tenure and related type hearings; and
7. such services as shall not be reasonably included within the specified duties enumerated as attorney duties.

The selection of legal counsel shall be carried out in accordance with state law and regulation, as well as Board policy.

The written agreement with the attorney and/or law firm shall describe, at a minimum, the cost (e.g., hourly rates, retainer agreement), services provided, representation (e.g., in hearings, courts, investigations, negotiations), level of participation at Board meetings, who may contact the attorney(s), who has access to the attorney(s) and process for doing so, who directs the work of the attorney(s), and how the attorney(s) will communicate information to the Board. Generally, any information shared with the contact person will be shared with the Board as a whole. Board members and administrators shall be informed of who is allowed to contact the attorney, and the process for doing so.

The written agreement will outline how the Board is apprised of new and total charges, and how the status of the retainer is reported to the district. The status of the retainer agreement and costs will be monitored by the Superintendent or his or her designee.

Cross-ref.: 2210, Board Organizational Meeting
2410, Policy Development, Adoption, Implementation and Review
6700, Purchasing
6741, Contracting for Professional Services

Reference: Education Law 3023; 3028; 2881
Civil Service Law 211

Revised: May 31, 2022; June 21, 2011