

SCHOOL ATTORNEY

I. Appointment

The Berlin Central School District Board of Education shall appoint a School Attorney for the District. The Attorney shall be the legal advisor to the Board, and shall be duly admitted to the practice of law in New York State.

II. Role of the School Attorney The School Attorney shall:

- A. advise the Board with respect to all legal matters relating to the District, including, but not limited to, interpretation of the Education Law of New York State, and all other statutes, rules, and regulations that affect the District;
- B. make her / himself readily accessible to the Board and to the Superintendent of Schools, and, at the Superintendent's discretion, to designated members of the administrative staff of the District, with respect to legal matters arising in the day-to-day administration of the operations of the District;
- C. represent the District in the preparation of any and all contracts, covenants, or agreements that the District may be obliged to execute, other than purchase orders routinely issued for the acquisition of goods, equipment, and services and reviewing such contracts, covenants and agreements prior to submission to the Board for consideration;
- D. advise and assist in matters of litigation, pursuant to the Attorney's retainer agreement with the District;
- E. review the legality of all policies, rules and regulations to be adopted by the Board;
- F. review and advise the Board and the Superintendent with respect to any process served upon the District; and
- G. recommend the retention of such special counsel as the Attorney may deem necessary in the circumstances, subject to the approval of the Board; and
- H. such other duties as required by law or desired by the Board or Superintendent.

III. Requests for Written Opinions

The School Attorney shall provide written opinions upon the request of the Board or the Superintendent. All requests for written opinions from the School Attorney on school-related matters shall be directed to the Attorney through either the Superintendent or her/his designee, or the president of the Board. Such written opinions shall be available to all members of the Board.

IV. Agreement

The School Attorney shall be compensated only according to the terms and conditions of a written agreement. Such agreement shall provide for the following services:

- A. Response to requests for written opinions (see no.3, above);
- B. General responses to matters that arise before the Commissioner of Education involving the District;
- C. Review of tentative agreements reached between the District and its employee collective bargaining units, and meetings with the Board during the course of negotiations for purposes of discussing matters of negotiation;
- D. Routine consultations with the Superintendent and designated District administrative personnel;
- E. Review of all legal matters to which the District is a party, including matters in which the District is represented by counsel retained by its insurance carrier;
- F. A specific description of the circumstances and conditions under which time not covered by the retainer agreement may be billed to the District and the amount to be charged under such circumstances.
- G. Such agreement shall provide that the Board may terminate such agreement at any time.

V. Request for Proposals / Appointment of Attorney

- A. Following the adoption of this policy and every third year thereafter, the Board shall publicly solicit proposals from qualified attorneys for the provision of such services. To ensure competition, such request for proposals shall be published in the official newspaper of the District and shall be mailed to a minimum of five attorneys or law firms that provide such legal services to school districts.
- B. The Board shall review such proposals and appoint an attorney from among those who submitted proposals.

References

Education Law Secs. 3023; 3028; 3811
Civil Service Law Sec. 211
Gen. Municipal Law Sec. 104-b

