

TYPE: Board Meeting

DATE: 2/11/2025 **TIME:** 7:00 PM

LOCATION: District Office

DETAILS:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

1. Pledge of Allegiance

Info

3. EDUCATIONAL PRESENTATIONS AND UPDATES

4. MINUTES

5. SPECIAL EDUCATION

6. FINANCIALS

7. SUPERINTENDENT'S REPORT

1. Approval of agreement with Certilman Balin Adler & Hyman, LLP

Action

8. PERSONNEL

9. PUBLIC PARTICIPATION

10. REPORTS

11. OLD BUSINESS

12. NEW BUSINESS

13. EXECUTIVE SESSION

14. ADJOURNMENT

REBECCA SKLAR
PARTNER
DIRECT DIAL 516.296.7166
rsklar@certilmanbalin.com

January 27, 2025

VIA EMAIL: cprobst@whbschools.org

Westhampton Beach School District
340 Mill Road
Westhampton Beach, New York 11978
Attn: Dr. Carolyn J. Probst, Superintendent

**RE: Town of Southampton Board Resolution 2024-1489 and
Related PILOT Agreement**

Dear Ms. Probst:

This letter will confirm our understanding that the Westhampton Beach School District (the "Client") has formally retained Certilman Balin Adler & Hyman, LLP ("CBAH") to represent it in connection with the above-referenced matter.

In order to represent the Client in the above-referend matter, we require a retainer of \$10,000.00, which will be applied against the time spent by us in connection with the litigation in this matter at the rates set forth below. Any unused portion of the retainer will be returned to you upon the conclusion of this matter.

The Client will be billed on a monthly basis, and we will expect timely payment of our monthly bills. At present, the hourly rates for myself, Jarrett M. Behar and John M. Wagner, partners in the litigation department, range from \$450.00 to \$625.00 per hour. However, for this representation, we agree to use a discounted flat partner rate of \$400.00. Our current rates for associates range from \$325.00 per hour to \$450.00 per hour. The primary associate that will be assigned to this matter is Kaitlyn Keane, who currently bills at \$325.00 per hour. Our hourly rates for paralegals range from \$150.00 to \$275.00 per hour. We will endeavor to work cooperatively with the Client to ensure that this engagement is performed as efficiently as possible. Our hourly rates are subject to change on an annual basis, however, we will agree to maintain the same discounted percentages for this engagement. Wherever possible, in an effort to keep costs down, we will endeavor to use personnel who bill at a lower rate. If our fees and disbursements are not paid in full within 30 days of the Client's receipt of our billing invoice, by countersigning this retainer you consent to any motion or request by Certilman Balin Adler & Hyman, LLP to be relieved as your attorney, if applicable.

Telephone calls are included in computing the time charges. Our bills will also include charges for reasonable and documented costs and disbursements incurred on your behalf. Costs and disbursements include, but are not limited to, costs of filing papers, court fees, postage, calendar service, process service, court reporters and photocopies normally made by us or requested by the Client. This retainer does not include any work in any appellate court.

This will confirm that we have made no representation to the Client as to the total fees that may be incurred in this matter. The Client is also aware of the high cost and hazards of litigation and that despite our efforts on its behalf, there is no guaranty of the outcome of this matter.

This will further confirm our instruction to the Client that for the relevant periods relating to the issues in the litigation matter, the Town maintain and preserve all electronic files, other data generated by and/or stored on all computer systems and storage media (i.e., hard disks, floppy disks, backup tapes), or other electronic data. Such items include, but are not limited to, e-mail and other electronic communications, word processing documents, spreadsheets, data bases, calendars, telephone logs, contact manager information, internet usage files, offline storage or information stored on removable media, information contained on laptops or other portable devices and network access information.

In the event that the Client requests our professional services with regard to any matters not specifically covered by this retainer agreement, in the absence of a separate agreement covering such other services, the terms and conditions contained in this retainer agreement shall apply. The Client's execution of this letter will acknowledge that this is the entire agreement between us and that there are no promises or representations which are not contained herein. If you have a dispute with us concerning our fees, to the extent permitted by 22 NYCRR § 137, you have the right to require us to engage in arbitration with you concerning the dispute.

If the foregoing is acceptable, please sign and return a copy of this retainer agreement with a check payable to "Certilman Balin Adler & Hyman, LLP" in the amount of \$10,000.00.

We look forward to working with you on this matter.

Very truly yours,


Rebecca Sklar, Esq.

**I HAVE READ AND UNDERSTAND THIS
RETAINER AND HAVE RECEIVED A COPY
OF THIS RETAINER AND ACCEPT ALL OF
ITS TERMS:**

WESTHAMPTON BEACH SCHOOL DISTRICT

By: Dr. Carolyn J. Probst, Superintendent

Dated: January __, 2025

STATEMENT OF CLIENT'S RIGHTS

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, e-mails, 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, age, national origin or disability.