AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2014, between **THE SCHOOL DISTRICT OF THE CITY OF YORK**, hereinafter called **"School District"**, and the Law Firm of **GETTLE & VELTRI**, hereinafter called **"Solicitor"**;

W I T N E S S E T H:

(A) The primary function of the Solicitor is to provide legal counsel for the School District, primarily with and for the Board of School Directors (Board), but also with and for the Superintendent and the Administrative Staff, on official School District legal matters.

(B) The Solicitor shall:

(1) Attend all regular meetings of the Board and one committee meeting per month of the Board and provide legal counsel upon request by the Board and/or the administration. The Solicitor may also volunteer legal counsel if he/she foresees a legal problem.

(2) Prepare and render legal opinions either verbally or in writing as requested by the Board or the Superintendent.

(3) Provide legal assistance in the drafting, review and revision of legal and quasi-legal documents, rules and regulations, resolutions, policies, etc.

(4) Make every effort to keep informed, concerning proposed legislation and changes in existing legislation which may affect the School District.

(5) Conduct all official hearings involving employees and/or students of the School District, in conformity with statutes and case law.

(6) Be available to represent the School District in litigation involving the School District where this action is legally proper and administratively advisable. The Solicitor shall have the right to retain outside counsel, as co-counsel or special counsel to or for the Board, if the Solicitor deems such action necessary and shall advise the Board thereof.

(7) At least one or more member of the Solicitor firm shall hold membership in the Pennsylvania School Board Solicitors Association.

(C) Compensation:

The Solicitor's compensation shall be as follows:

(1) The Solicitor shall be paid a retainer fee of $ 18,000.00, payable monthly, in the amount of $ 1,500.00 per month, which sum shall cover attendance at all regular meetings of the Board and one committee meeting per month, (not including any hearings of any kind and not including special meetings and executive sessions) telephone calls with members of the Board, the Superintendent, Administrators, and Supervisors, and meetings with members of the Board, the Superintendent, Administrators, and Supervisors, on school related legal matters (calls and meetings in excess of 15 minutes will be billed at the hourly rate), and preparation of Resolutions when requested.

(2) All other legal services will be billed at $ 150.00, per hour, except services in connection with any incurring of indebtedness of the School District and litigation matters, which shall be billed at the rate normally charged for such services in the York area.

(D) Attorney Jeffrey A. Gettle shall act as Solicitor and shall be primarily responsible for the Solicitor's duties as set forth herein, with Attorneys Gregory E. Gettle and Gregory H. Gettle acting as Assistant Solicitor.

THIS AGREEMENT shall remain in effect from July 1, 2014, through June 30, 2015.

ATTEST: THE SCHOOL DISTRICT OF THE CITY OF YORK

_____ **BY:** _____

Secretary **Board President**

WITNESS: **GETTLE & VELTRI**

_____ **BY:** _____

Jeffrey A. Gettle, Esq., Partner