

HYBRID RETAINER AGREEMENT

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<Date>

<Name>

<Address>

<City, State>

Dear <Name>:

This letter is a formal retainer agreement between both of you (collectively hereinafter referred to as "Client") and Andrew A. Feinstein, Attorney at Law, LLC (hereinafter referred to as "Attorney"). Upon signing this agreement you are agreeing to the terms and conditions contained in it.

1. Pursuant to this Agreement, Client has retained Attorney, effective <Date>, to provide legal services in connection with a dispute the Client is having with the <LEA> Board of Education over special education placement and services for your <child>. This representation covers providing advice and assistance to the Client in setting up and pursuing a case, preparing a case for the filing of a request for due process, the filing of a due process request, any mediation, and the negotiating and drafting of a settlement agreement, as well as any follow-up work thereafter that Client requests the Attorney to perform relating to implementation of any settlement or mediation agreement relating to the Child's special education program or placement. This representation applies to legal services, prior to the date of the commencement of a hearing, as defined below, relating to case intake, meetings and phone conferences with the client, review of educational records and correspondence, assessment of the case, drafting and filing a request for a due process hearing, scheduling, preparing for and attending a mediation or resolution session, drafting and negotiating a settlement agreement and filing documentation with the school board necessary for reimbursement under any such settlement agreement. Attorney represents that, on average, he devotes approximately twenty hours of legal work to the activities described in the preceding sentence, although some cases involve far fewer hours and other involve far more hours.

This retainer agreement does not include representation of the Client in an advisory opinion or due process hearing. If the Client's dispute with the school board requires an advisory opinion or due process hearing, the Client and the Attorney will enter into a new retainer agreement. Although the Attorney will work zealously to ensure that the Client is satisfied with the outcome, Client understands that Attorney has made no representation or guarantee that any specific result can or will be obtained in this matter. Client understands that, if the Client wants the Attorney to provide

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representation in any matter relating to any proceeding not specified above, a new retainer agreement needs to be executed. This retainer agreement shall remain effective through the earlier of (a) the commencement of a hearing; or (b) the date one year after the date of the effective date of this agreement. The term "commencement of a hearing" means the day on which exhibits and a witness list need to be five business days prior to the first day of any due process hearing.

2. Client agrees to cooperate fully with the Attorney in this matter. Cooperation shall include, but is not limited to, providing the Attorney with complete and accurate information and releases to share information with all experts involved in the child's care, as well as frankly sharing information with the Attorney concerning the child and the educational goals considered by the Client. In the event that Client refuses to provide complete and accurate information or all releases, Client agrees that such failure shall be good cause for the Attorney to withdraw from further representation of the Client and the Client agrees that the Attorney may withdraw as Client's counsel under such circumstances. Client will be truthful and cooperative with Attorney and ensure that Attorney is promptly informed of developments, including any contact between the Client and the Board of Education. Client will keep Attorney currently informed of Client's address, telephone number and whereabouts.

3. The Attorney will keep the Client fully and currently informed of the status of this matter, as well as the results of any and all negotiations. The Attorney will handle all contacts with the school board staff concerning this case, provided, however, that nothing in this agreement shall limit the Client in communicating with the school staff concerning normal educational matters, however, the Client agrees to consult with the Attorney concerning any communication with the school district during the effective period of this Retainer Agreement.

4. The Client has paid to Andrew A. Feinstein, Attorney at Law, LLC a non-refundable retainer of \$3,000, which does not serve as compensation for any hours of legal service. The Attorney will bill Client on a monthly basis, with bills sent by email and by first class mail, at an hourly rate of \$100 per hour for all legal services during the effective period of this Retainer Agreement. For legal services commencing with the filing of exhibits and a witness list five business days prior to the first day of any due process hearing and for all subsequent activities relating to a due process hearing, Attorney and the Client will agree on a new retainer agreement. Attorney generally charges at an hourly rate of \$300 per hour for representing clients at hearings, including, but are not limited to, attendance at hearings, preparation and file review, conferences with client, preparation of witnesses, conferences with opposing counsel, and drafting letters, motions, briefs and agreements. In addition to the charges on an hourly basis for legal services, the Attorney will charge the client for all out-of-pocket costs incurred including, but not limited to, overnight mail charges, copying services, court entry fees, marshal fees, and, at a hourly rate not to exceed \$100 per hour, for the cost of paralegal services. The Client shall be entitled to a 10% reduction in the hourly amount billed for the prior month if the Client makes payment in full by the 15th day of the month following the month in which the Attorney transmitted the monthly bill.

<Name>

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5. If there is a favorable decision on the merits from the hearing officer after a full hearing, and the Board refuses to pay Attorney's fees, Client will be required by this agreement to assist the Attorney in obtaining a Court order requiring the Board to pay Attorney's fees through proceedings in the United States District Court. Client assistance in obtaining reimbursement for legal services may include signing an affidavit, and consenting to filing suit against the Board for the fees, but should not involve court appearances or testimony. If fees are recovered through such fee litigation, Client and the Attorney will split the recovery in such a way that both receive an equal percentage: the Client of the amount of fees (excluding costs) that the Client has actually paid to Attorney under this Agreement and the Attorney of the total amount of fees at the hourly rate of \$300.

6. Expert witnesses are essential to prevail in any special education due process case. Attorney will advise Client of the need for any experts, but it is the Client's sole responsibility to pay the fees and costs of any such expert.

7. The IDEA now permits a school district that wins a due process hearing to seek to recover their attorneys' fees and costs from the parents if the district can show that your reasons for bringing the impartial hearing were frivolous, unreasonable, or without foundation, or were for the purpose of harassment or delay or if we unreasonably protract the proceedings. It is not clear how the courts will interpret and apply this new provision, but it does create some risk that parents who are unsuccessful in their due process hearing may be held responsible for the school district's fees.

8. This Agreement creates an attorney-client confidentiality relationship between the Client and the Attorney. If, as here, there is more than one Client, the Attorney will freely share information concerning this case with both such Clients. If someone other than the Client is paying for the Attorney's services, the Attorney will not share confidential information with such individual unless explicitly instructed to do so by the Client. Your child assumes educational decision-making authority upon turning age 18. If the Attorney is representing the Client when the child is about to turn 18, the child will need to sign a retainer agreement with the Attorney, unless the child's educational decision-making authority is transferred to the Client through a Power of Attorney or through action of the Probate Court.

9. Attorney is not an expert in tax law. The Client should consult with an accountant or tax attorney to determine the tax status of any monetary or attorney fee award.

10. Client and Attorney agree that they will refer any dispute as to legal fees to mediation by the Connecticut Bar Association.

11. Client understands that Client has the absolute right to cancel this Agreement for Legal Representation at any time and for any reason. Should Client exercise this right, Client will be charged the hourly rate for the time already spent and for any out-of-pocket disbursements incurred. No portion of the retainer will be refunded to the Client.

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12. Client will make the final decision regarding settlement of any issue. The Attorney will not enter into an agreement concerning the Client or the child without Client's consent.

13. The laws of the State of Connecticut will govern the construction and interpretation of this Agreement.

Client acknowledges that client has fully read and understood this agreement and does enter into it freely. By signing this agreement, Client agrees to the terms and conditions contained in it.

If you have any questions regarding this retainer please call me. I look forward to working with you and am hopeful that we can resolve this dispute to your satisfaction.

Sincerely,

Andrew A. Feinstein

Agreed to this ___th day of <Month Year> by

<Name>

<Name>