

TRADITIONAL RETAINER AGREEMENT

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<Date>

<Name>

<Address>

<City, State>

Dear <Name>:

This letter is a formal retainer agreement between you (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 program and placement for their <Student>. Attorney will work with the Client to set up and pursue a case, including preparing a case for the filing of a request for due process, any mediation, advisory opinion or due process proceeding, through to final settlement or judgment, and any follow-up work thereafter that Client requests the Attorney to perform relating to implementation of any settlement or mediation agreement or order or judgment or relating to the Child's special education program or placement. 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 any other representation for any other proceeding not specified above (other than an action in court for the recovery of attorneys' fees) must be subject to a new retainer agreement.

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.

<Name>

<Date>

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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.

4. The Client has paid to the Andrew A. Feinstein, Attorney at Law, LLC a retainer of \$2,500. This retainer will be billed against as time is spent on the case. Any unspent amount will be refunded to the Client at the conclusion of representation. Attorney will bill Client an hourly rate of \$300 per hour for all legal services including, but not limited to, attendance at hearings, preparation and file review, conferences with client, witnesses, and opposing counsel, and drafting letters, motions, briefs and agreements; all out-of-pocket costs incurred including, but not limited to, overnight mail charges and copying services, and for the cost of paralegal services at \$75 per hour. If there is a favorable decision from the hearing officer, 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. 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.

5. 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.

6. 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.

7. This Agreement creates an attorney-client confidentiality relationship between the Client and the Attorney. If there is more than one Client, the Attorney will freely share information concerning this case between the clients, unless the Client and the Attorney have agreed upon some other arrangement. 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.

<Name>

<Date>

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8. 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.

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

10. 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. The balance of any retainer, if any, will be promptly refunded to the Client.

11. 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.

12. 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>