

Investigative Services Agreement

Made and entered into this 20th day of April, 2022, by and between the **BOARD OF EDUCATION OF THE SCARSDALE UFSD** hereinafter referred to as “**THE DISTRICT**” and **THE LAW OFFICE OF ANTHONY J. BROCK**, hereinafter referred to as “**The Attorney/Investigator**”;

WHEREBY, it is agreed that the Attorney/Investigator shall perform the following professional services for the DISTRICT. All services will be billed at the hourly rate of \$205.00 per hour for the entire time period required to complete the services related to the investigation and participation in any subsequent matters related to the investigation.

A. INVESTIGATION SERVICES:

1. Conduct an investigation into all matters as directed by the Board of Education relating to the following:
 - The facts and timeline surrounding the original clerical errors in the filing of payroll tax deposits and schedules with the IRS beginning in 2020 and continuing through the IRS filing of the payroll tax lien to determine when information concerning those clerical errors was learned by school officials, [REDACTED] and why the Board of Education was not informed of this information until March 2022.
 - [REDACTED]
2. The investigation shall include but not be limited to witness interviews and a review of all relevant evidence.
3. Be available for in-person, virtual and telephonic consultations with the President of the Board of Education and the Board of Education.
4. Render oral and/or written findings and recommendations to the Board of Education.
5. If necessary be available for the preparation and conduct of any related litigation, grievance or disciplinary hearings.

B. TIME RECORDS AND OTHER EXPENSES:

Time records indicating professional services shall be maintained for production to the District for cost analysis purposes. Intervals of actual time expended shall be indicated in intervals of 1/4th of an hour (0.25 = 15 mins). Expenses for photocopying (.25/page), overnight delivery services, certified or registered mail, tolls and parking, stenographic fees, process serving fees, and expert/consultant fees shall be separately billed as a disbursement, subject to production of receipts. Any such disbursements expected to cost at least \$250 will require prior approval of the President of the Board of Education. Travel from the home office of the attorney will be billed at the regular hourly rate. Mileage will be reimbursed separately at the prevailing IRS rate. Overnight lodging and meals will be billed as demonstrated by receipts and upon prior approval of the President of the Board of Education.

C. NEW YORK STATE PUBLIC OFFICERS LAW SECTION 18:

The Board of Education hereby accords the Attorney/Investigator the coverage set forth in Section 18 of the New York State Public Officers Law solely with regard to the duties undertaken by him to perform the services provided for in this agreement.

D. NOTICE:

In the event of a dispute relating to our fees, you may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, a copy of which we can send to you upon request.

The terms of this Agreement shall be in place for the entirety of the assignment as determined by the President of the Board of Education. The District may, in its sole discretion, for any reason terminate this Agreement at any time, subject only to payment of earned fees and disbursements as of the date of the termination. The Attorney/Investigator shall also have the right to terminate this Agreement at any time.

SO AGREED effective the 20th day of April, 2022.

**BOARD OF EDUCATION OF THE
SCARSDALE UFSD**

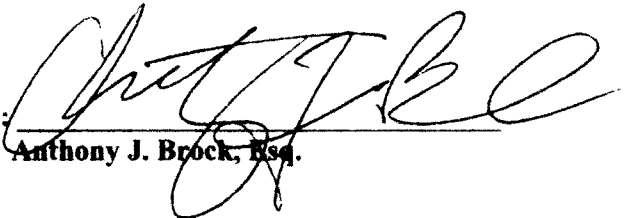
**THE LAW OFFICE OF
ANTHONY J. BROCK**

BY:



Karen Ceske, BOE President

BY:



Anthony J. Brock, Esq.