



# COHEN SCHNEIDER | LAW

275 Madison Ave, Suite 1905, New York, NY 10016

P (212) 365-8600 | F (646) 590-8955

[cohenschneider.com](http://cohenschneider.com)

December 21, 2018

Staten Island Hebrew Public Charter School  
Leticia Remauro  
Board Chairperson  
c/o Hebrew Public  
555 8<sup>th</sup> Avenue, Suite 1703  
New York, NY 10018

**Re: Letter of Engagement**

Dear Ms. Remauro:

We are pleased that you have asked Cohen Schneider Law, P.C. to serve as your counsel.

We submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. Client; Scope of Representation. Our client in this matter will be Staten Island Hebrew Public Charter School (the “School”) and we will represent the School in connection with general legal matters, and the scope of our engagement and duties to the School shall relate to those matters in which you request the Firm’s involvement (hereinafter the “Representation”). You may limit or expand the scope of our Representation from time to time, provided that any substantial expansion must be agreed to by us.

2. Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter.

Unless previously terminated, Cohen Schneider Law, P.C.’s Representation of the School will terminate upon our sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to Cohen Schneider Law, P.C. which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, you wish to have any documents delivered to you, please advise us. Otherwise, all such documents will be maintained in accordance with our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us.

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You are engaging Cohen Schneider Law, P.C. to provide legal services in connection with the specific Representation as set forth above. After completion of the Representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of the Representation to provide additional advice on issues arising from the Representation, Cohen Schneider Law, P.C. has no continuing obligation to advise you with respect to future legal developments.

3. Fees and Expenses; Retainer. Our fees will be based on the billing rate for each attorney devoting time to this matter. Billing rates currently range from \$350 per hour for partners and counsel, \$265-285 per hour for associate attorneys and \$160 per hour for paralegals. With respect to matters involving long-term leases, property acquisition and/or financings, rates for partners and counsel shall be \$450 per hour (associate and paralegal rates remain the same as for general matters). Please note that these rates may be increased annually, consistent with the Firm's standard practice. We anticipate billing you monthly and expect that our bills will be paid within 30 days after receipt. Once the School begins receiving its funding, we shall require that a retainer in the amount of \$10,000 be deposited with the Firm against which fees and expenses incurred shall be applied, and replenished once depleted upon request.

We will include on our bills charges for performing services such as document reproduction, messenger and overnight courier service, service of process, postage, computerized research, travel, long-distance telephone, facsimile and telecopy, document processing, and search and filing fees. Fees and expenses of others (such as outside experts, consultants, other non-legal professionals and local co-counsel) generally will not be paid by us, but will be billed directly to you. Please note that invoices that remain unpaid for more than thirty (30) days may be subject to a 1.5% per month interest charge.

Once the School has received funding, we shall require a replenishable retainer in the amount of \$10,000.

From time to time, we are requested to prepare and submit to auditors information about contingent matters to which we are devoting substantial attention on behalf of a client. While such audit letters are not required in order for a client to be able to report the status of any matter(s) we may be handling for that client, we will provide an audit letter if requested by the client. If you request that we prepare such a letter, we will prepare and submit the letter and will invoice for all attorneys' fees and expenses for the preparation of descriptions of matters to be included in such letters, in accordance with our standard hourly rates, even if our representation in the matter that is the subject of a description has concluded.

4. Conflicts. Cohen Schneider Law, P.C. has numerous clients. Many of these clients rely upon the Firm for general representation. Although we hope it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between the School and one of our other clients. If Cohen Schneider Law, P.C. is not representing the School in that matter and the matter in which the School and another client have adverse interests is not substantially related to our Representation of the School as described above, the School agrees

that we may represent the other client, including Hebrew Public as the School's charter management organization, subject to the limitations set forth herein.

5. Arbitration. While we hope it never occurs, occasionally disputes arise concerning the fees or disbursements that are owed to a lawyer by the client. If such an event occurs, you may have the right to arbitration of the dispute pursuant to Part 137 of the rules of Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Once again, we are pleased to have this opportunity to work with you. If you have any questions or comments during the course of our Representation, please call me at (212) 365-8600.

Very truly yours,

**COHEN SCHNEIDER LAW, P.C.**



By: \_\_\_\_\_  
Cliff S. Schneider

AGREED TO AND ACCEPTED:

**STATEN ISLAND HEBREW  
PUBLIC CHARTER SCHOOL**

By: \_\_\_\_\_  
Leticia Remauro  
President, Board Chair

Date: \_\_\_\_\_