

EMPLOYMENT OF SPECIAL COUNSEL

Sample Solicitation Letter to Legal Firms

Dear Firm:

The New Jersey School Boards Association (NJSBA) is currently seeking proposals from law firms that might be interested in providing legal services to the Association. We are soliciting proposals to provide us with names of firms to keep on file in the event of a need for outside counsel. From these proposals a significantly smaller number of law firms will be selected as our 'approved attorneys' who can provide outside legal services in a highly competent, efficient, responsive and economical manner.

We would expect that the financial terms of your proposal will be the most competitive that your firm is capable of making. In addition, we are seeking with your proposal a commitment to hold your fees at the level proposed until December 31____. If you are unable to make such a commitment, then at the very least we would expect your proposal to include a proposal for fee increases for calendar year 19____.

The types of legal services for which we are soliciting a proposal from your firm are as follows:

- Taxes
- Real Estate
- Insurance
- Employment
- Litigation

Your firm has the option of submitting a proposal for more than one type of legal service. NJSBA reserves the right to accept the proposal with respect to less than all of those services. If your firm decides to submit a proposal, that proposal should include the attached form of engagement letter typed on your firm's letterhead. This engagement letter sets forth a number of policies and procedures that will govern the relationship between your firm and NJSBA if we accept your proposal. Attached to the engagement letter should be your schedule of proposed fees for the provision of legal services.

In addition to the engagement letter and the fee proposal, you should also include a copy of your firm's resume and a Certificate of Insurance, or similar document, detailing your firm's malpractice liability insurance coverage.

Your firm's proposal must be delivered to me not later than _____. It is my expectation that a determination will be made as to the acceptance of proposals by _____.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

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NJSBA President

Engagement Letter

Dear Sir or Madame:

This Letter of Engagement sets forth the items and conditions under which we will provide legal services to the New Jersey School Boards Association (NJSBA). The policies and procedures which shall govern our relationship, and to which we agree, are set forth below:

1. We understand that you have established specific procedures for the assignment of files by NJSBA to outside counsel. No file may be assigned to outside counsel without the prior written approval of the NJSBA President or Executive Director. We agree that we shall not commence work on any file until we have first ascertained that the file has been assigned to us in accordance with these procedures.
2. We understand that when a file is assigned to us, we will be advised of the scope of our engagement with respect to that particular file. We agree that we shall not exceed the scope of engagement established without the prior consent of NJSBA.
3. We agree that all legal strategy decisions will be made only after consultation with the President and Executive Director, if appropriate.
4. We agree that bills for all services rendered by us will be rendered on a monthly basis. All bills will reflect the detail of the work performed. This detail shall include time entries, the amount of time spent with respect to each entry, the name or initials of the billing attorney with respect to that entry, the attorney's hourly rate and a brief description of the work performed for that entry. All bills submitted will also reflect the aggregate amount billed on that particular file by us from the assignment of the file through the date of the bill. In the event that our computer capabilities do not allow us to reflect this information on the bill itself, we shall provide this information with the bill in a manner which allows the NJSBA to easily ascertain this information. We also agree to abide by the following parameters:
 - Charges for "review," "in-house conference" or "follow-up" are unacceptably vague and will be referred back to outside counsel for more specific explanation.
 - Time charges should cover no more than one activity. Block charges for several activities will be referred back to outside counsel for correction and specifics.

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- Charges for “preparation of instructions” will not be allowed. This usually covers training for a junior associate. The Association should not be charged for such training.
 - Standard time charge is 1/10 of an hour. Outside counsel bills should be divided into that fraction.
 - The Association will specify the number of attorneys (by name, if known) who are authorized to work on the account. No more than two will be specified without additional authorization by the President.
5. In order to provide legal services in an efficient and economical manner, we agree that work to be performed by us shall be delegated by us to the attorney(s) agreed upon when we are retained. Except for unusual circumstances, we will not bill for interoffice conferences among our attorneys. Additionally, if more than one attorney is working on a particular file, we will ensure that we do not bill for work that is duplicated. We agree that no bill will be sent unless and until it has first received a satisfactory review by our firm to ensure that all entries on the bill are necessary and appropriate.
6. We agree that we will bill only for our actual out-of-pocket disbursements. We will not mark-up any disbursements, and understand that it is NJSBA’s policy to only reimburse outside counsel for their actual disbursements. We agree that reimbursable disbursements include court costs, filing fees, service of process, costs of depositions, search costs, sheriff fees and necessary travel. We understand that NJSBA will generally not reimburse for basic administrative overhead, including word processing, overtime, meals and excessive automated research.
7. Within three weeks of our obtaining a file, we will provide an initial evaluation of the matter. This initial evaluation shall set forth a brief description of the matter, our initial evaluation of the likely outcome of the matter, including a realistic evaluation of the exposure and the potential maximum and minimum liability. The initial evaluation will also include a description of initial legal actions which we propose to be taken, including what we believe to be necessary discovery in the matter. The initial evaluation shall also set forth what we project to be the time frame for the disposition of the matter. It will also include a list of each of the attorneys and paralegals assigned by us to the file and their hourly billing rates. The evaluation will also set forth an estimate of the cost to the NJSBA (our fees and disbursements) in connection with the handling of the matter. We acknowledge that we have been provided with the format which you would like us to use for this initial evaluation.
8. We agree that we will provide a quarterly status report on the files which are being handled by us. These status reports will, at a minimum, describe the case, set forth significant recent developments and provide a current analysis of the likely outcome.

We look forward to a mutually rewarding relationship with the NJSBA.

Very truly yours,

Legal Firm

N E W J E R S E Y S C H O O L B O A R D S A S S O C I A T I O N

GOVERNANCE & OPERATIONS

FILE CODE: GO/4124E

EMPLOYMENT OF SPECIAL COUNSEL

AGREED AND ACCEPTED

NJSBA President

Legal Firm

Date:

Date:

N E W J E R S E Y S C H O O L B O A R D S A S S O C I A T I O N

GOVERNANCE & OPERATIONS

FILE CODE: GO/4124E

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FROM LAW FIRM SUBMITTING REPORT
INITIAL EVALUATION

DATE OF REPORT:

MATTER NAME:

COURT (if applicable):

PRIMARY ATTORNEY:

STAFFING OF MATTER: (List attorney/paralegals assigned to matter. If any not on approved list, please note).

NAME

PHONE #

HOURLY RATE

BRIEF DESCRIPTION OF MATTER:

INITIAL EVALUATION OF OUTCOME: (Early estimate of settlement potential of case; description of initial legal actions to be taken; realistic evaluation, if possible, on NJSBA's exposure: maximum and minimum liability.)

ANTICIPATED DISCOVERY: (Indicate initial evaluation of discovery necessary to peruse and discovery to which it is anticipated NJSBA will be required to respond.)

BUDGET: (Best estimate of cost to NJSBA of handling this matter.)

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STATUS REPORT

TO:

FROM:

SUBJECT:

ATTORNEY'S WORK PRODUCT

DATE:

PLAINTIFF:

DATE OF INCIDENT:

DEFENDANT:

OUR FILE NO.:

1. Approximate date of trial:

Investigation and discovery complete:

2. We suggest the following investigation:

3. We suggest the following discovery:

4. Is this a case of liability?

Probability of winning:

Because:

5. Settlement demand by

on

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6. M. authorized payment of \$_____ on

STATUS REPORT (cont.)

7. We offered \$_____. We no recommend \$_____.

8. Before submitting to jury \$_____ if liable. Range of verdict probably \$_____ to _____.

9. Est. Addl. Cost of Preparation \$_____

10. Est. cost of Trial \$_____

11. Cost to date: Fees \$_____ Disbursements \$_____

12. Injuries:

13. Special Damages:

14. Comments: