

AGREEMENT FOR LEGAL SERVICES – SPECIAL COUNSEL

This AGREEMENT between the Black Horse Pike Regional School District Board of Education (hereinafter “Board”) and the law firm of Comegno Law Group, P.C., (hereinafter “CLG”) contains the following mutually acceptable terms in consideration for the benefits derived therefrom:

1. PARTIES AND PURPOSE

CLG is a law firm comprised of duly licensed attorneys and appropriate support personnel necessary to provide legal services in the State of New Jersey. The Board is a duly elected political subdivision of the State of New Jersey with the authority to operate a system of thorough and efficient public schools in order to provide a quality education to those students domiciled within the geographic area of its district. By this Agreement, CLG, by and/or under the supervision of John B. Comegno II, Esquire, agrees to provide legal services to the Board as Special Counsel to the Board.

CLG shall provide legal services as customarily provided by school board special counsel, including, but not limited to, providing advice to the Board and its administration concerning special education issues, preparing written legal opinions, initiating or defending lawsuits as necessary, as well as attending an requested meetings of the Board, its committees and staff, or meetings with other parties as may from time to time arise, and such other legal services as are commonly accepted and necessary. Any and all legal services provided by CLG as special counsel shall be known to or approved by the Board of Education or its senior administration. The above cited services are by way of example and not by way of limitation.

2. DURATION

This Agreement shall be in full force and effect from July 1, 2018, through June 30, 2019. Either Party may elect to terminate this Agreement at any time upon providing at least thirty (30) days advanced written notice to the other Party of the intention to so terminate.

3. LEGAL FEES

In consideration of additional legal services rendered by CLG, during the above time period, and unless otherwise agreed between the parties, CLG shall be compensated on an hourly basis at an hourly rate of \$180.00 per hour for performing legal services for, or on behalf of, the Board.

CLG shall also be compensated for reasonable and necessary disbursements including, but not limited to, mileage, postage and photocopying associated with legal services billed at an hourly rate.

4. BILLING PROCEDURES

CLG shall provide a monthly statement for services rendered and disbursements which shall include an itemized schedule of services based on the rates referred to above. CLG shall provide such statement to the Board within thirty (30) days of the conclusion of the prior month when the services were actually performed.

All statements shall be supplemented by the Board's voucher and/or purchase order. Payment by the Board shall be made in accordance with the Board's procedures.

The above provisions represent the complete and full understanding of the parties. Should any provision of this Agreement be contrary to law, it shall be severed from the remainder, which shall continue in full force and effect. This Agreement is made pursuant to New Jersey law and specifically the requirements of N.J.S.A. 18A:18A-1, *et seq.*

5. DOCUMENT RETENTION/DESTRUCTION

It is normal CLG policy to maintain Board files for a minimum of seven years after the legal relationship concludes.

It is CLG policy to maintain all documents in either hardcopy and/or electronic form – primarily PDF files. By signing this agreement, Board consents to the secure destruction of the paper file, except for documents which are required to be maintained in original form, at the expiration of the seventh-year unless Board notifies CLG in writing that Board wishes to take possession of them. Board may request a copy of Board file(s) at any time during, upon conclusion of, or after conclusion of your matter, which will be delivered to Board in the appropriate format. CLG reserves the right to charge administrative fees and costs associating with researching, retrieving, copying, and delivering such files.

Though Board's hardcopy and/or electronically-maintained files may be destroyed seven years after your matter concludes without further notice, it is CLG policy to keep your file in hardcopy and/or electronic form for as long as practicable. However, CLG is not obligated to protect Board's hardcopy and/or electronic file from destruction, or guarantee its readability, after seven years.

**WAIVER AND CONSENT TO USE ALTERNATIVE DISPUTE
RESOLUTION/ARBITRATION OF DISAGREEMENTS BETWEEN THE CLIENT AND
THE LAW FIRM**

Should any differences, disagreement, or dispute between you and the Law Firm arise as to its representation of you, or on account of any other matter, you agree to submit such disagreements/disputes to binding arbitration, including, but not limited to, the following:

(A) **Fee Dispute.** Should an issue arise relative to fees and costs that cannot be resolved between you and the Law Firm, you agree to file the applicable papers with the appropriate Fee Arbitration Committee established by the New Jersey Rules of Court within 10 days of the Law Firm's request that you do so in order to have such issue resolved in that forum. Should the Fee Arbitration Committee refuse to accept jurisdiction, or such difference involved a matter other than fees and costs, you or the Law Firm may submit the dispute to binding arbitration governed by the *New Jersey Uniform Arbitration Act, N.J.S.A. 2A:24-1 et seq.* An arbitrator shall be chosen by consent of the parties or in accordance with *N.J.S.A. 2A:24-5*, the fees for which shall be an issue to be determined by the arbitrator. Any arbitration award shall be confirmed by the Superior Court of New Jersey in accordance with *N.J.S.A. 2A:24-7* and a judgment entered in accordance with *N.J.S.A. 2A:24-2* and *N.J.S.A. 2A:24-10*.

(B) **Any Other Disagreements/Disputes.** Should an issue arise between you and the Law Firm as to any matter, other than a fee dispute, you agree to submit such disagreements/disputes to binding arbitration in accordance with the laws and procedures set forth in the immediately preceding paragraph.

SIGNING OF THIS AGREEMENT SHALL CONSTITUTE YOUR ACKNOWLEDGEMENT THAT YOU HAVE AN ABSOLUTE RIGHT IN THE FIRST INSTANCE (AND OBLIGATION UNDER THIS AGREEMENT) TO SUBMIT ANY FEE DISPUTES BETWEEN YOU AND THE LAW FIRM TO THE APPROPRIATE FEE ARBITRATION COMMITTEE FOR RESOLUTION, AND SHOULD THAT METHOD NOT BE AVAILABLE, YOU AND THE LAW FIRM HAVE THE OBLIGATION TO SUBMIT ANY FEE OR OTHER DISPUTE TO BINDING ARBITRATION AS SET FORTH ABOVE INSTEAD OF, AND IN PLACE OF, SUBMITTING SUCH ISSUES FOR RESOLUTION TO A COURT.

SIGNING THIS AGREEMENT SHALL BE DEEMED YOUR CONSENT TO THE METHODS OF ALTERNATIVE DISPUTE RESOLUTION SET FORTH ABOVE, AND CONSTITUTE A WAIVER ON YOUR PART AND ON THE PART OF THE LAW FIRM TO HAVE SUCH DISPUTES/DISAGREEMENTS RESOLVED BY A COURT WHICH MIGHT INCLUDE HAVING SUCH DISPUTES/DISAGREEMENTS DETERMINED BY A JURY.

The above provisions are fully understood and accepted by the Board and CLG. The following individuals are authorized to execute this Agreement on behalf of their respective parties.

Dated:

BLACK HORSE PIKE REGIONAL SCHOOL
DISTRICT BOARD OF EDUCATION

Attest:


Jennifer Storor, President

Dated:

COMEGNO LAW GROUP, P.C.

Attest:

John B. Comegno II, Esquire
President

[Seal]

COMEGNO LAW GROUP, P.C.
PRIVACY POLICY NOTICE

Lawyers, as providers of certain personal services, are now required by the Gramm-Leach-Bliley Act to inform their clients of their policies regarding privacy of client information.

Our law firm understands your concerns as a client for privacy and the need to ensure the privacy of all your information. Your privacy is important to us and maintaining your trust and confidence is a high priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by such Act.

The purpose of this notice is to explain our Privacy Policy with regard to personal information about you that we obtain and how we keep that information secure.

NONPUBLIC PERSONAL INFORMATION WE COLLECT

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE, EXCEPT AS REQUIRED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.

We do not disclose any nonpublic personal information about current or former clients obtained in the course of representation of those clients, except as authorized by those clients to enable us to effectuate the purpose of our representation or as required by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

CONFIDENTIALITY AND SECURITY

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.