

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT between the **RANDOLPH TOWNSHIP BOARD OF EDUCATION** (hereinafter "Board") and the law firm of **PARKER McCAY P.A.** contains the following mutually acceptable terms in consideration of the benefits derived therefrom:

1. PARTIES AND PURPOSE

PARKER McCAY P.A. 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 or appointed political subdivision of the State of New Jersey with the authority to operate a system of thorough and efficient public schools with the geographic area of its district. The Board hereby appoints PARKER McCAY P.A. as counsel for special education matters and other matters referred by the administration or the Board. In consideration of the compensation set forth in paragraph 3, PARKER McCAY P.A. agrees to provide professional legal services, advice and representation in all special education matters or any other matters referred to it by the administration or the Board.

2. DURATION

This Agreement shall be in full force and effect from March 23, 2010, through June 30, 2011. PARKER McCAY P.A. may terminate this Agreement upon the

provision of thirty (30) days notice to the Board. The Board may terminate this Agreement by resolution at any time.

3. LEGAL FEES

In consideration of professional services rendered, PARKER McCAY P.A. shall be compensated on an hourly basis at the rate of \$150.00 per hour for all attorneys and \$90.00 per hour for all paralegals. For purposes of this Agreement, Paul N. Barger, Esq., shall be the responsible attorney to handle all matters.

4. BILLING PROCEDURES; COSTS

PARKER McCAY P.A. shall provide a monthly itemized statement for all services rendered. The hourly fees for professional services include all office overhead such as secretarial costs, capital equipment, routine postage, routine copying, and telephone charges. Out of pocket costs directly attributable to a specific client matter are separately billed as itemized expenses. These typically include court filing fees, transcript costs, volume copying, messenger fees, express mail and delivery charges, and computerized legal research (limited to specific on-line and printing charges for the specific matter.) Under the provisions of this Agreement, PARKER McCAY will not charge the Board for any travel time, mileage, or toll costs associated with any work performed by PARKER McCAY on behalf of the Board.

PARKER McCAY P.A. shall endeavor to provide a billing 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.

Payment by the Board shall be made promptly in accordance with the district's procedures.

5. AFFIRMATIVE ACTION

PARKER McCAY P.A. agrees to comply fully with the requirements of P.L. 1975, c. 127, and all implementing regulations thereunder, all as amended from time to time. The mandatory language of the regulations is attached and incorporated into this Agreement.

6. ENTIRE AGREEMENT

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. The Agreement is made pursuant to the requirements of N.J.S.A. 18A:18A-5 and 18A:18A-40.


The above provisions are fully understood and accepted by the Board and PARKER McCAY P.A. The following individuals are authorized to execute this Agreement on behalf of their prospective parties.

**RANDOLPH TOWNSHIP
BOARD OF EDUCATION**

PARKER McCAY P.A.

Amy Sachs, Board President

Dated: _____



Paul N. Barger, Esq.

Dated: May 19, 2010

Michael Neves, Business Administrator

Dated: _____