

**CUMBERLAND COUNTY BOARD OF VOCATIONAL EDUCATION
EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the 1st day of November 2023 and between:

THE CUMBERLAND COUNTY BOARD OF VOCATIONAL EDUCATION a corporation of the State of New Jersey having its principal place of business at 2745 S. Delsea Drive, Vineland, New Jersey, hereinafter referred to as "the Board"; and DAMON G. TYNER, an attorney-at-law of the State of New Jersey, having an office with The Law Offices Of Damon G. Tyner, LLC, 114 Rainbow Trail, Egg Harbor Township, New Jersey, hereinafter referred to as "the solicitor" and The Law Offices Of Damon G. Tyner, LLC as "the Contractor".

WITNESSETH

WHEREAS, the Cumberland County Board of Vocational Education recognizes the need for legal services; and

WHEREAS, the Solicitor is duly licensed to practice law in the State of New Jersey and wishes to accept this professional appointment by the Board; and

WHEREAS, the Board has approved a professional services contract to the Solicitor on the terms set forth herein and the Solicitor is willing to accept the professional services contract upon those terms; and

WHEREAS, on November 1, 2023 the Cumberland County Board of Vocational held a meeting during which the Board moved to appoint Damon G. Tyner as the Solicitor of the Board for the term of twelve months.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto do agree as follows:

1. Appointment of Board Solicitor. The Board hereby retains and contracts for professional services, Damon G. Tyner, an attorney-at-law of the State of New Jersey, as Solicitor of the Cumberland County Board of Vocational Education to perform all functions required to be performed and reasonably expected to be performed by a school board solicitor.
2. Compensation.
 - A. For and in consideration of the services to be rendered by the Solicitor, the Board shall pay the Solicitor a contract amount \$150 per hour for services rendered. Services rendered are to be invoiced on a monthly basis via submission to the School Business Administrator. The solicitor is responsible for completing any necessary paperwork as required by law for this professional services contract, including the State required pay to play forms. Further, the Board shall pay or reimburse the Solicitor for all out-of-pocket costs and filing fees among others.

3. Professional Services. The parties acknowledge that this Agreement may be entered into without the need for competitive bidding as a professional service.
4. Affirmative Action During the performance of this contract, the Contractor agrees as follows:
 - A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor or subcontractor will take affirmative action to insure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor or subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
 - B. The Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration of employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
 - C. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's or subcontractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
 - E. The Contractor or subcontractor agrees to make good faith efforts to employ minority and female workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C 17:27-5.2.

- F. The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practice.
- G. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the Statutes and Court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H. In conforming with the applicable employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - Letter of Federal Affirmative Action Plan Approval
 - Certificate of Employee Information Report
 - Employee Information Report Form AA302
- J. The Contractor or subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purpose of regulations and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

5. Duration. This agreement shall be in full force and effect from November 1, 2023 through October 31, 2024. The Board may also terminate this Agreement upon 30 days written notice "for cause."

For purposes of this Agreement, "cause" shall consist of the following:

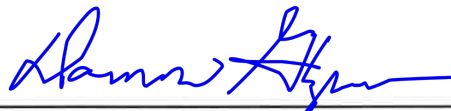
- (i) The Solicitor's breach of any of the terms of this Agreement, provided such breach is not cured to the reasonable satisfaction of the Board within thirty (30) days of Solicitor's receiving written notice specifying such breach;
- (ii) A withdrawal or suspension, or revocation of the Solicitor's license to practice law in the State of New Jersey;
- (iii) A determination by the Board that the Solicitor has failed to diligently or satisfactorily perform his duties under this Agreement provided any such breach in this subsection (iii) is not cured to the reasonable satisfaction of the Board within thirty (30) days of Solicitor receiving written notice specifying the failure involved.
- (iv) The death or permanent incapacity of the Solicitor;
- (v) The Solicitor's indictment for a felony or any crime involving moral turpitude;

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth above.

CUMBERLAND COUNTY BOARD OF
VOCATIONAL EDUCATION



Ruth Hands
Board President



Damon G. Tyner, Solicitor,
Individually and on behalf of The Law
Offices Of Damon G. Tyner, LLC

ATTEST:



Megan Duffield
Secretary of the Board