



PRIVILEGED & CONFIDENTIAL

May 23, 2018

SENT VIA EMAIL: mbarrett@bsk.com

Monica Barrett
Bond, Schoeneck & King, PLLC
600 Third Avenue, 22nd Floor
New York, NY 10016

Re: Engagement of T&M Protection Resources, LLC

Dear Ms. Barrett:

This agreement shall confirm the engagement of T&M Protection Resources, LLC (“T&M”) by Bond, Schoeneck & King, PLLC (“Counsel”) to provide consulting and investigative services required in connection with Counsel’s representation and rendering of legal services to your client, New Rochelle City School District, (“Client”), as described in the Scope of Services below.

SCOPE OF SERVICES

T & M will provide investigative and consulting services in reference to allegations related to the credit recovery program at client’s high school.

PROFESSIONAL FEES

T&M agrees to provide services for the discounted fees listed below, plus expenses and applicable taxes:

Personnel	Hourly Rate	Discounted Hourly Rate
Senior Vice President (Michael J. Mansfield, Esq.)	\$525.00	\$495.00
Managing Director (Lauren E Mack, Esq.)	\$475.00	\$450.00
Senior Investigative Consultant	\$375.00	\$295.00
Senior Investigator	\$225.00	\$195.00
Support Staff	\$150.00	\$150.00

If additional T&M personnel not designated above are required, the hourly rate shall be mutually agreed upon.



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It is understood and agreed that Counsel is not financially responsible to T&M for any fees, costs, or expenses and that all such fees, costs, and expenses shall be paid by Client.

Invoices are due upon presentment of such invoice. Payments received by T&M more than thirty (30) days after invoice date are subject to delayed payment charges of 1 ½ % per month. Payments may be made by check, credit card (*see attached Credit Card Payment Authorization form*) or wiring.

CONFIDENTIALITY

T&M understands that all communications with Counsel in connection with this matter are strictly privileged and confidential. Accordingly, all correspondence, reports, memoranda and other written communications prepared by T&M in connection with this engagement will be prominently marked “**PRIVILEGED & CONFIDENTIAL**”.

All work performed by T&M and all work product of any kind generated in furtherance of the performance of its duties and mandates during this engagement will be deemed to be attorney-work product of Counsel.

Unless compelled by legal process in a court or other legal proceeding to testify or provide documents, T&M and its representatives will not disclose, without appropriate permission, the content of any oral or written confidential communication received during this engagement, nor any information that is obtained as a result of T&M rendering the services contemplated hereby.

If any person or entity requests or subpoenas any information or materials relating to this engagement which is within T&M's custody or control (or the custody or control of any of T&M's agents or representatives), unless prohibited by law T&M will inform Counsel of such request or subpoena. Should Counsel or Client require T&M to take any legal action to seek protection against disclosure of such information or materials, Client will at T&M's option either retain legal counsel to represent T&M or will indemnify T&M for all costs and expenses, including reasonable attorney's fees and disbursements, resulting from such action.

DISCLAIMER

Counsel and Client acknowledge that T&M is not a law firm; that services provided by T&M do not constitute legal services; that T&M is not engaged in rendering legal advice or opinions; and, that any advice or opinions offered by T&M or any of its employees, officers or agents is not intended as legal advice and is not to be relied upon by Counsel or Client as such.



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ACCEPTANCE OF AGREEMENT

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

If the Agreement is acceptable, please have it executed on behalf of Bond, Schoeneck & King, PLLC and on behalf of New Rochelle City School District and return a copy to me.

Thank you for the opportunity to provide this Agreement for your consideration. Should you have any questions regarding this Agreement or if there is any way that T&M can be of additional assistance to you, please do not hesitate to contact me directly at 212-916-8854.

Sincerely,

T&M PROTECTION RESOURCES, LLC

Michael J. Mansfield
Senior Vice President
Investigations

ACCEPTED AND AGREED TO BY:
Bond, Schoeneck & King, PLLC

By: Monica Barrett
(An Authorized Signatory)
Name: Monica Barrett
Title: Member
Date: May 25, 2018

ACCEPTED AND AGREED TO BY:
New Rochelle City School District

By: _____
(An Authorized Signatory)
Name: _____
Title: _____
Date: _____



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CREDIT CARD PAYMENT AUTHORIZATION

I, _____, hereby authorize T&M Protection Resources, LLC to charge my Credit Card listed below *as a method of payment for invoices covering services authorized by Client, in accordance with the terms and conditions set forth above.* I understand and agree that any invoice presented to me by T&M and not disputed in writing within fourteen (14) days will be charged to this credit card, unless alternate payment arrangement have been made.

Credit Card - Card No: _____

Exp. Date: _____

Name on Card: _____

CVV Code: _____

Billing Address: _____

Billing Zip Code: _____

Cardholder Signature: _____

Date: _____

Wire Transfer Instructions:

T&M Protection Resources, LLC
c/o JPMorgan Chase Bank, N.A.
Account# 945958056
Routing # 021000021