



STEINHARDT
CAPPELLI
TIPTON &
TAYLOR LLC

430 Mountain Ave., Suite 103
New Providence, NJ 07974

☎ 201.843.5858
☎ 201.843.5877

Lester E. Taylor III, Esq. |

201-373-8935 Direct Dial
ltaylor@floriolaw.com

May 10, 2022

VIA ELECTRONIC MAIL ykoon@twpunionschools.org

Ms. Yolanda Koon
Business Administrator
Union Township Board of Education
2369 Morris Avenue
Union, New Jersey 07083

Dear Ms. Koon,

On behalf of Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC (FPSCT&T) I would like to express our firm's interest in continuing to serve in our role as legal counsel to the Union Township Board of Education ("UBOE"). We propose a blended hourly rate for all attorneys of \$175.00 and \$95.00 for paralegals.

I have taken the liberty of providing the enclosed, partially executed, Agreement which I have signed for General Counsel, Special Education Counsel, and Labor Counsel from July 1, 2022 through June 30, 2023. Please insert the applicable Resolution information under the Recitals section, page 1, paragraph 5. Once conformed, please forward a fully executed copy to my attention.

Thank you and FPSCT&T appreciates the continued opportunity to provide legal services to the UBOE.

Thank you.

Very truly yours,

Lester E. Taylor III

LET/spt
Encl.: (1)

AGREEMENT TO PROVIDE

**GENERAL COUNSEL, SPECIAL EDUCATION, AND LABOR RELATIONS
SERVICES**

THIS AGREEMENT is entered into this 1st day of July, 2022, by and between the Township of Union Board of Education (“Board”), a political subdivision of the State of New Jersey organized under the Education Laws of the State of New Jersey, having its principal place of business at 2369 Morris Avenue, Union, New Jersey 07083, and Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC (“Board Attorney”), with offices located at 430 Mountain Avenue, Suite 103, New Providence, New Jersey 07974, for General Counsel, Special Education, and Labor Relations services.

RECITALS:

WHEREAS, the Board has the need of the services for General Counsel, Special Education, and Labor Relations (“Board Attorney”) for the 2022-2023 school year; and

WHEREAS, pursuant to the Local Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. (“PSCL”), such services are recognized as “professional services”, as same shall be performed by persons authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of such services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction in study; and

WHEREAS, N.J.S.A. 18A:18A-5(a)(1) permits the awarding of a contract for professional services without the requirements of public bidding; and

WHEREAS, Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC was selected through a Request for Proposal in accordance with N.J.S.A. 18A:18A et. seq., and this contract is further awarded through a fair and open process; and

WHEREAS, by Resolution dated _____, 2022, Agenda item _____, the Board appointed Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC as Board Attorney until **June 30, 2023** or until a successor law firm is appointed, whichever is later;

NOW, THEREFORE, in consideration of these premises and the terms and conditions set forth in this Agreement and other good and valuable consideration, the parties hereto do covenant and agree as follows:

1. SCOPE OF SERVICES:

The Board requires the services of Board Attorney to provide legal services in all areas arising under the School Laws, including but not limited to general counsel, special education, workers’ compensation, contract administration, mediation and arbitration representation, and representation in the state and federal courts, representation relating to complaints and investigations of state and federal agencies; and in proceedings before the Commissioner of Education and Office of Administrative Law. Additionally, Board Attorney shall provide legal service in connection with general litigation, student, educational, contracting, parliamentary and such other legal services as may be requested by the Board President, Board of Education,

Superintendent of Schools, or his designee, and/or the Board Secretary/School Business Administrator. The scope of services shall also include but not be limited to the following:

- (a) Attendance at regular, special, committee and emergency meetings of the Board, as requested;
- (b) Consultation with the Superintendent of Schools or his/her designee, the Board President and/or Board Secretary/School Business Administrator and any individuals so designated by the above;
- (c) Preparation of legal opinions or legal memoranda requested by the Superintendent of Schools or his/her designee, the Board President, Board of Education and/or Board Secretary/School Business Administrator;
- (d) Review of all correspondence referred by the Superintendent of Schools or his/her designee, the Board President, Board of Education and/or Board Secretary/School Business Administrator; and preparation of correspondence on behalf of the Board, if requested;
- (e) Preparation and/or review of agreements, resolutions and such other documents when requested by the Superintendent of Schools or his/her designee, the Board President and/or Board Secretary/School Business Administrator; and
- (f) Preparation of status reports/summaries of pending legal matters on a monthly basis or such other schedule as requested by the Board; and
- (g) Any other legal services requested by the Superintendent of Schools or his/her designee, the Board President, Board of Education and/or Board Secretary/School Business Administrator.

The Board requires the services of Labor Counsel to provide legal services as Chief Negotiator for the Board with the District's collective bargaining units and to advise the Board in all legal matters pertaining to collective bargaining, labor relations and personnel administration. The scope of services shall also include but not be limited to the following:

- (a) Advise on proposed contract language and bargaining proposals.
- (b) Develop possible salary guides in accordance with Board guidelines.
- (c) Prepare final contract documents upon settlement and ratification of tentative agreements.
- (d) Review grievances with the administration and assist in the writing of administrative responses to grievances.

- (e) Represent the Board in all grievances at the Board review level and beyond.
- (f) Represent the Board in all arbitrations, administrative proceedings, court proceeding, etc., involving labor relations or personnel administration.
- (g) Advise the Board on employment, employee discipline, seniority, tenure, and other personnel administration matters.

2. PERSONNEL:

- (a) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC represents and agrees that:
 - (1) it has the personnel necessary to provide the legal services anticipated under this Agreement;
 - (2) all of the services to be provided by Florio Perrucci Steinhardt & Cappelli, L.L.C. pursuant to this Agreement will be provided by personnel qualified to perform the particular work; and
- (b) The Board understands and agrees that it is retaining the firm of Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC and that services may be provided by any of the partners, of counsel, and associates with due regard for efficiency.

3. TERM OF AGREEMENT:

It is understood and agreed by and among the parties hereto, that the term of this Agreement shall be for the period on or about July 1, 2022 and continuing until June 30, 2023. The parties agree that the Term may be extended, and a new contract awarded, by the mutual consent of the parties and in accordance with N.J.S.A. 18A:18A-42.

4. COMPENSATION:

The Board agrees to compensate Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC for the services to be rendered at an hourly rate of One Hundred Seventy Five (\$175.00) Dollars for all legal work performed by attorneys, plus reasonable out-of-pocket expenses. In addition, the Board shall be charged reasonable fees for ordinary copying, faxes, postage, telephone, Westlaw research and the like, which will be added to the bill for legal services. Paraprofessional time will be billed at an hourly rate of Ninety-Five (\$95.00) Dollars if/when applicable.

- (a) Books and Records:

Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees to make available to the Board, upon request, its books, and records for inspection by appropriate officials concerning the charges, fees, and costs under this Agreement.

(b) Procedures:

The invoices for Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall include employee name, days and hours on project, brief description of the work performed, hourly rate for each employee, total amount for each employee, total amount for all employees, itemization of expenses.

The invoices shall be submitted by Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC to the Board on a monthly basis, during the normal course of Board operations. Invoices not submitted by such date shall not be paid until the next billing cycle. The Board shall promptly notify Florio Perrucci Steinhardt Cappelli Tipton & Taylor, L.L.C of any disputes regarding any of the invoices submitted. The parties shall use all reasonable efforts to resolve any disputes as promptly as possible. The Board shall pay all undisputed amounts within thirty (30) days of receipt of the invoices. We reserve the right to withdraw from representation if bills are not paid in a timely manner.

5. SERVICE AND DOCUMENT CONFORMANCE:

- (a) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall perform its services in accordance with that standard of care and skill normally demonstrated by other professional consultants under similar circumstances.
- (b) All services rendered and documents prepared by Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall conform to all applicable laws, statutes and ordinances, rules and regulations, methods and procedures of all governmental Boards, bureaus, offices and commissions and other agencies having jurisdiction over the Board and Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC in effect when the services are rendered and the documents are prepared.

6. COOPERATION:

The Board will cooperate with Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC by making its officials, officers, employees, attorneys and agents, as well as relevant documents, available to Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC upon request so as to allow Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC to perform the services required under this Agreement and meet their ethical obligations as they may arise under the Model Rules of Professional Conduct, and the opinions and decisions of the Advisory Committee on Professional Responsibility and the New Jersey Supreme Court.

7. TERMINATION:

- (a) The Board shall timely notify Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC if the Board determines that the firm has failed to fulfill in a timely and proper manner their respective obligations under or has violated any of the terms of this Agreement. The Board may terminate this Agreement by providing thirty (30) calendar days advance written notice to Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC if it fails to fulfill in a timely and proper manner its obligations under or violates any of the terms of this Agreement. Nothing contained herein

shall prevent the Board of Education from terminating this Agreement without cause.

- (b) This agreement may be terminated by Florio Perrucci Steinhardt & Cappelli, L.L.C. by giving thirty (30) calendar days advance written notice to the Board.

8. ASSIGNMENT:

This Agreement shall not be assigned or assignable by Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC or by law.

9. INSURANCE:

Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall maintain professional liability insurance of at least Two Million (\$2,000,000.00) Dollars in the aggregate.

10. AFFIRMATIVE ACTION:

During the performance of this Agreement, Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees, as follows:

- (a) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during the employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, 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 Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC 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) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will, in all solicitations or advertisements for employees placed by or on their behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- (c) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will send to each labor union or representative or workers with which they have 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 commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

- (d) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemental from time to time;
- (e) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
- (f) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that they do not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that they will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- (g) Florio Perrucci Steinhardt & Cappelli, L.L.C agrees to revise any of their respective 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) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC 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, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and
- (i) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation.

11. HEADINGS:

The headings to the sections of this Agreement are solely for the convenience of the parties and have no meaning or force and effect.

12. GOVERNING LAW:

This Agreement shall be governed by the Laws of the State of New Jersey.

13. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding among the parties and supersedes all previous understandings, commitments and representatives concerning the subject matter hereof, whether written or oral. Any modification of this Agreement shall be of no force or effect unless made in writing and signed by the parties whose performance is modified thereby.

IN WITNESS WHEREOF, the Township of Union Board of Education, Union County, has caused these presents to be duly executed and Board Attorney has caused these presents to be duly executed, as of the day and year first above written.

TOWNSHIP OF UNION BOARD OF EDUCATION,
UNION COUNTY

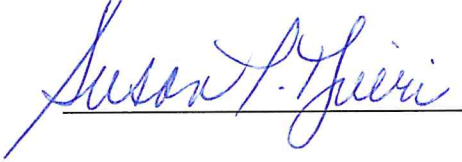
ATTEST:

Yolanda Koon
School Business Administrator/
Board Secretary

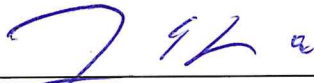
By: _____
Mary Lynn Williams, Board President

FLORIO PERRUCCI STEINHARDT
& CAPPELLI TIPTON & TAYLOR, L.L.C.

ATTEST:



Susan A. Gueri

By: 

Lester E. Taylor III, Esq.