Schenck Price
SCHENCK PRICE SMITH & KING, LLP
*Serving Our Clients and Community For Over 100 Years*

**MARC H. ZITOMER**
*Admitted in NJ & NY*
Direct Line: 973-540-7329
Email: mhz@spsk.com
220 Park Avenue
PO Box 991
Florham Park, NJ 07932
Telephone: 973-539-1000
Fax: 973-540-7300
www.spsk.com

May 5, 2026

Green Township Board of Education
c/o Dr. Jennifer Cenatiempo, Superintendent
69 Mackerely Road
PO Box 14
Greendell, New Jersey 07839

**Re: Board Attorney/Retainer Agreement for the 2026-2027 School Year**

Dear Members of the Board and Dr. Cenatiempo:

We would be honored and pleased to continue to represent you as Board Attorney. To that end, we are submitting herewith our proposed Retainer Agreement for the upcoming school year.

This Agreement, once formally approved by resolution and executed by you, will serve as our Retainer Agreement for the 2026-2027 school year. We have also enclosed our Political Contribution Disclosure Form and Business Registration Certificate, together with the mandatory affirmative action assurances which are contained in the Agreement.

Approval of the Agreement constitutes express authorization for the Firm to undertake all actions necessary, in the judgment of its attorneys, to defend the Board and generally to protect its interests, without the need to seek further, specific authorization. This would include by way of example and not limitation, the preparation, service and filing of documents and pleadings in judicial and administrative proceedings, appearances in such proceedings and interacting with opposing counsel or other persons involved.

As evidence of the Board's approval of the foregoing agreement, kindly complete and execute the certification on the next page and return it to me.

Thank you again for this opportunity and we look forward to continuing our relationship.

Very truly yours,
SCHENCK, PRICE, SMITH & KING, LLP



MARC H. ZITOMER

MHZ/csf
Enc.

cc: Karen Constantino, Business Administrator
{03034344.DOCX;1 }

**AGREEMENT TO PROVIDE**
**LEGAL SERVICES**

**THIS AGREEMENT** is entered into as of the 1st day of July, 2026 by and between the **Green Township Board of Education** ("Board"), having its principal place of business at 69 Mackerely Road, P.O. Box 14, Greendell, New Jersey 07839, and **Schenck, Price, Smith & King, LLP**, with offices located at 220 Park Avenue, Florham Park, New Jersey 07932, for General Legal Counsel.

## R E C I T A L S:

**WHEREAS,** the Board has a need for the services of general legal counsel; and

**WHEREAS**, the Board wishes to retain the services of Schenck, Price, Smith & King, LLP ("SPSK") to provide said general legal services; and

**WHEREAS**, SPSK retains a valid State of New Jersey Business Registration Certificate authorizing it to enter into contracts with public entities in New Jersey; and

**WHEREAS,** pursuant to the Local Public School Contracts Law, N.J.S.A. 18A:18A-l et seq., such services are recognized as "professional services," and 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

**NOW, THEREFORE,** in consideration of these premises and other good and valuable consideration, the parties agree as follows:

## 1. SCOPE OF SERVICES

SPSK will provide legal services in all areas related to operation of the school district including but not limited to the school district's statutory and regulatory rights and obligations, employment, labor and personnel matters, negotiations, business contracts and administration, construction and other facilities issues, student issues, special education, representation in litigation before the State and federal courts, and representation in proceedings before State and federal agencies and before the Office of Administrative Law. Additionally, SPSK shall provide all such services as may be requested by the Board of Education, Superintendent of Schools or his designee, or the School Business Administrator/Board Secretary. The scope of services shall also include the following, but not be limited to:

(a) Attendance at regular, special and emergency meetings held by the Board as requested;

(b) Consultation with members of the Board and Administration;

(c) Preparation of legal opinions or legal memoranda requested by the Board, the Board President, Superintendent of Schools or her designee, or the School Business Administrator/Board Secretary;

(d) Review of all correspondence and documents referred by the Board, the Board President, Superintendent of Schools or his designee, or the School Business Administrator/Board Secretary; and preparation of correspondence and documents on behalf of the Board;

(e) Preparation and/or review of agreements, resolutions and such other documents when requested by the Board, the Board President, Superintendent of Schools or his designee, or the School Business Administrator/Board Secretary; and

(f) Any other legal services requested by the Board, the Board President, Superintendent of Schools or designee, or the School Business Administrator/Board Secretary.

**2. PERSONNEL**

Marc Zitomer, Esq. shall be the primary contact and will have responsibility for the services set forth in this Agreement. The Board understands and agrees that it is retaining the firm of Schenck, Price, Smith & King, LLP and that services may also be provided by any of its partners, of counsel, associates, paralegals, or law clerks with due regard for efficiency.

**3. TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2026 through June 30, 2027.

**4. COMPENSATION**

In consideration of the above-described services, the Board agrees to compensate SPSK as follows:

a. All education/labor law legal services of the Firm shall be billed at the hourly rate of Two Hundred Dollars ($200.00) for Partners, Counsel and Associates. Work done by Paralegals and Law Clerks shall be billed at the hourly rate of One Hundred Thirty-Five Dollars ($135.00).

b All services shall be billed monthly in an itemized fashion in increments of no less than one-tenth of an hour. Certain expenses and disbursements made by the Firm on the Board's behalf will be separately itemized and reimbursed by the Board. Examples of such billed expenses, without limitation, include filing fees, photocopying, travel time, mileage, imaging, messenger services and overnight mail.

c. If you have any questions concerning any billing statement, SPSK encourages you to discuss them with the lawyers handling your matter immediately so that the Firm may have an opportunity to resolve any misunderstandings or issues which you may have.

**5. INSURANCE**

SPSK shall maintain professional liability insurance of at least One Million ($1,000,000.00) Dollars in the aggregate.

**6. INDEMNIFICATION**

The Board agrees to defend, indemnify and hold harmless SPSK and its attorneys/employees from and against any and all claims, suits, actions, damages and liabilities ("Claims") (including reasonable attorney's fees and expenses incurred in the defense thereof) arising out of SPSK's rendering of legal

services to the Board. This paragraph shall not apply if it is determined by a Court of competent jurisdiction that the Claim(s) was the proximate result of SPSK's gross negligence, malpractice or willful misconduct.

## 7. FILE RETENTION/DESTRUCTION

If SPSK no longer represents the Board you agree to cooperate in any return by SPSK of your papers and properties. Because of the expense associated with records storage, you agree that SPSK may destroy electronic and hard-copy records concerning any matter handled by the firm without further notice seven years after it has concluded. It is further agreed that we retain the discretion during and after our representation to make decisions about the retention or deletion of electronic and hard-copy records concerning the representation, subject only to the applicable Rules of Professional Conduct. It is also agreed that, at all times, including during any disputes that might relate to the representation, we are permitted routinely to over-write or otherwise destroy information on back-up media and systems and not otherwise to retain duplicates. If you request records concerning the matter or your client file during or after the matter, you agree to pay according to our customary fee schedules for the professional time and expenses for gathering, segregating, and producing those materials to you, and we are permitted to retain copies of such records for our files.

## 8. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, SPSK agrees as follows:

a. SPSK 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, SPSK will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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. SPSK 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. SPSK will, in all solicitations or advertisements for employees placed by or on behalf of SPSK, state that all qualified applicants will receive consideration for 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. SPSK will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of SPSK's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. SPSK agrees to comply with any 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. SPSK agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27 5.2.

f. SPSK agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 practices.

g. SPSK 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 targeted employment goals, SPSK agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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. SPSK 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

j. SPSK shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

## 9. TERMINATION

Either party may terminate this contract upon thirty (30) days written notice to the other party.

## 10. INDEPENDENT COUNSEL

Before signing this Agreement, the Board is encouraged to have this Agreement reviewed by independent legal counsel and/or with any of your other advisors and to ask any questions which you may have before executing same.

## 11. ENTIRE AGREEMENT

This document contains the entire agreement between the parties and may only be altered by a written amendment signed by both parties and approved by Resolution of the Board.

**IN WITNESS WHEREOF,** the Green Township Board of Education and Schenck, Price, Smith & King, LLP have caused this Agreement to be duly executed on the dates set forth below.

**ATTEST:**

_____
By:

DATED:

**GREEN TOWNSHIP BOARD OF EDUCATION**

_____
By: Marie Bilik, Board President

**SCHENCK, PRICE, SMITH & KING, LLP**



_____
By: Marc H. Zitomer, Esq
Partner

DATED: May 5, 2026