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MARY JANE LIDAKA ♦  
GARRICK R. SLAVICK ♦  
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**BERRY, SAHRADNIK,  
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ATTORNEYS AT LAW

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FRANKLIN H. BERRY 1941 – 1975  
WILLIAM W. WHITSON 1941-1967  
MAJA L. BERRY 1948-1961

COUNSEL  
EDWARD T. FEUREY ♦□Δ

\* NJ & FL Bars  
Δ Admitted to the U.S. Tax Court  
♦ Admitted to U.S. Court of Appeals, 3rd Circuit  
□ Admitted to U.S. Supreme Court  
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June 11, 2015

James W. Edwards Jr., CPA  
Business Administrator/Board Secretary  
Brick Township Board of Education  
101 Hendrickson Ave.  
Brick, NJ 08723

RE: Brick Township Board of Education – Legal Services Proposal

Dear Jim:

On behalf of our Firm, I welcome the opportunity to continue representing the Brick Township Board of Education as its Legal Counsel for the upcoming 2015-2016 school year. As requested, I have enclosed a draft copy of our Professional Services Agreement authorizing us to continue in our role as Board Counsel for the upcoming school year at the same rate of \$145.00 per hour for legal services rendered as contained in our existing Agreement with the Board for the 2014-2015 school year.

It has been an honor and a privilege to provide these services to the Brick Township Board of Education in the past and I look forward to serving the Board as its Legal Counsel in the upcoming 2015-2016 school year. Should you have any questions or wish to discuss this matter further, kindly advise.

Sincerely,

JOHN C. SAHRADNIK

JCS/jw

Enclosure

Cc: Richard Caldes, Ed.D., Superintendent  
Sharon Cantillo, Board President

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** dated the    day of June, 2015,

**THE BRICK TOWNSHIP BOARD OF EDUCATION**, having its principal offices located at 101 Hendrickson Avenue, Brick, New Jersey 08723 (hereinafter referred to as "Board");

**JOHN C. SAHRADNIK, ESQ.**, of the firm **BERRY, SAHRADNIK, KOTZAS & BENSON P.C.**, having its principal offices located at 212 Hooper Avenue, P.O. Box 757, Toms River, New Jersey 08754-0757 (hereinafter referred to as "Attorney").

**WHEREAS**, pursuant to law, the parties hereto wish to enter into an agreement for Professional Legal Services.

**NOW, THEREFORE**, the parties hereunder do agree as follows:

1. The Attorney is hereby appointed as Board Attorney for the period July 1, 2015 through June 30, 2016. The Attorney agrees to perform all necessary legal services required by the Board, including attendance at all Board meetings, the rendering of legal advice, preparation of resolutions, contracts and other documents, and all other legal services as may be requested by the Board during the term of this Agreement.

2. The Attorney shall provide all legal services required at the rate of \$145.00 per hour.

3. The Attorney shall perform such legal services as determined and authorized by the Board, or other authorized official of the Board, in accordance with the terms of this Agreement.

4. The Attorney shall bill the Board for all services rendered. This includes telephone calls, preparation and review of letters, correspondence and other documents, travel to and from meetings (other than Board meetings) and Court, legal research, preparation of documents, negotiations and other services rendered on behalf of the Board. All telephone calls and other items shall be billable at a minimum rate of .2 of an hour.

5. In addition to legal fees, the Board must pay the following costs and expenses: expert fees, court costs, service fees, investigator fees, deposition costs, photocopying costs, messenger services, postage, mileage at \$0.31 per mile, computer assisted research, and any other necessary expenses incurred by the Attorney in

representation of the Board under this contract.

6. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

7. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

8. The Attorney agrees to comply with the provisions of the Affirmative Action Addendum which is attached hereto as Exhibit A, which shall be incorporated herein by reference.

9. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**WITNESS**

**BRICK TOWNSHIP SCHOOLS  
BOARD OF EDUCATION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**SHARON CANTILLO,**  
President, Board of Education

**BERRY, SAHRADNIK, KOTZAS,  
& BENSON P.C.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**JOHN C. SAHRADNIK**  
For the Firm

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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 will take affirmative action to ensure 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 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.

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 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.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women 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.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies 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 practices.

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.

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.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Certification 9702

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-FEB-2012 to 15-FEB-2019

BERRY, SAHRADNIK, KOTZAS & BENSON  
212 HOOPER AVENUE, PO BOX 757  
TOMS RIVER NJ 08754-0757



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Erlstoff".

Andrew P. Sidamon-Erlstoff  
State Treasurer