



ADAM S. WEISS
PARTNER
AWEISS@BUSCHLAWGROUP.COM

May 23, 2022

VIA EMAIL ONLY: HastingsG@asburypark.k12.nj.us

Mr. Geoffrey Hastings
School Business Administrator
Asbury Park Board of Education
910 Fourth Avenue
Asbury Park, NJ 07712

**RE: Board Attorney /Retainer Agreement for the
2022-2023 School Year**

Dear Mr. Hastings:

We are honored by the opportunity to continue to represent the Asbury Park Board of Education ("Board") for the 2022-2023 school year. To this end, I hereby submit this Retainer Agreement covering the period from July 1, 2022 through June 30, 2023. Please return one signed copy to us and retain the other for your records.

This letter, once executed by you, will serve as our Retainer Agreement for the 2022-2023 school year. Enclosed please find the Business Registration Certificate, the Certificate of Employee Information Report, the W-9 Taxpayer Identification Number and Certification, the C. 271 Political Contribution Disclosure Form, Stockholder Disclosure Certificate, the Disclosure of Investment Activities in Iran, together with the Mandatory Equal Employment Opportunity Language.

Terms of the Agreement

1. Adam S. Weiss, Esq. of the law firm of The Busch Law Group, LLC ("BLG" or the "Firm") agrees to provide comprehensive legal services in the capacity of Board Attorney, as more formally described below.

2. The Firm's lawyers shall provide services on behalf of the Board in connection with the Firm's representation of the Board in all legal matters related to the operation of the school district, including, by way of example but not limited to: litigation, arbitrations, special education matters, construction and facilities issues, labor-related issues, disputes and litigation; proceedings before the Commissioner and State Board of Education, the Public Employment Relations Commission, the Division on Civil Rights, and other State and federal agencies, as well as in the courts; attendance at meetings of the Board of Education, as requested by the Board; review of documents, such as contracts and bid specifications;

REPLY TO

450 MAIN ST
METUCHEN, NJ 08840
732 243 9588
FAX: 732 243 9590

387 PARK AVENUE S
5TH FLOOR
NY, NY 10016
212 278 0058

309 FELLOWSHIP RD
STE 200
MT LAUREL, NJ 08054
856 350 1030

performing legal research and rendering legal opinions; telephone conferences, correspondence, and inter-office conferences between and among attorneys; review of policies, regulations and procedures, as requested; and the provision of general legal counsel and advice to designated administrators and officers of the Board, as well as to the Board itself.

It is understood and agreed that Adam S. Weiss, Esq. will serve as the Board Attorney and be the primary contact and coordinating attorney for all Board matters referred to the Firm, with regular support and assistance by such other lawyers as may be necessary, and that, other lawyers may handle specific Board legal matters from time to time.

3. In consideration of the above described services, the Board agrees to the following arrangement for payment:

The Board shall pay the Firm at an hourly rate of \$150 for all attorneys and \$100 for clerks. Additionally, the Board will reimburse the Firm at cost for direct expenses, such as messenger service, overnight mail, excessive copying and fees associated with court appearances (e.g. filing fees, transcripts).

4. 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. Payment shall be remitted by the Board within thirty days of receipt of billing. The Firm does not charge for normal secretarial and postage costs.

5. The term of this Agreement (the "Term") shall be from July 1, 2022 through June 30, 2023. The parties agree that the Term, and any successor Terms, may be extended by Board resolution approving a letter from the Firm which incorporates by reference the provisions of this Agreement, with acceptable modifications.

6. Approval of this 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.

7. During the performance of this agreement, BLG agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time, the Americans with Disabilities Act and N.J.A.C. 17:27.

As evidence of the Board's approval of the foregoing agreement, kindly complete and execute, as indicated below, and return an original to our office.

Thank you.

Sincerely,

THE BUSCH LAW GROUP LLC

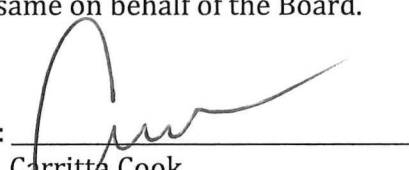


Adam S. Weiss, Esq.
Partner

ASW:amv
Enclosures

I, Carritta Cook, hereby certify that the within retainer agreement was approved by formal resolution of the Asbury Park Board of Education at a duly convened public meeting of the Board on June 23, 2022 and that the Board President and Board Secretary have been authorized to, and do hereby, execute same on behalf of the Board.

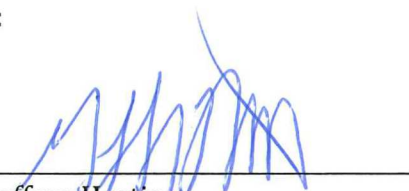
By: _____



Carritta Cook
Board President

Attest:

By: _____



Geoffrey Hastings
School Business Administrator

DATED: _____

6/24/2022