

November 18, 2024

VIA EMAIL AND OVERNIGHT MAIL

Kevin Lomski
School Business Administrator/Board Secretary
Bridgewater-Raritan Regional Board of Education
836 Newmans Lane
Bridgewater, NJ 08807

RE: General Legal Counsel (Board Attorney) Services/Retainer Agreement

Dear Mr. Lomski:

We are honored by the opportunity to continue to represent the Bridgewater-Raritan Regional Board of Education (the "Board"). To this end, we hereby submit this Retainer Agreement covering the period from the 2025 Reorganization meeting to the 2026 Reorganization meeting. 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. 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 Prohibited Activities in Russia/Belarus and Investment Activities in Iran, together with the Mandatory Equal Employment Opportunity Language.

Terms of the Agreement

1. With Douglas M. Silvestro, Esq. serving as lead and coordinating attorney, The Busch Law Group, LLC (the "Firm") agrees to provide general 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 any matters the Board deems appropriate for 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: general litigation, arbitrations, 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,

REPLY TO

41 MADISON AVENUE
31ST FLOOR
NY, NY 10010
212 278 0058

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

309 FELLOWSHIP RD
STE 200
MT LAUREL, NJ 08054
863 350 1030

as requested by the Board; review of documents, such as contracts and bid specifications; 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 Douglas M. Silvestro, Esq. will serve as 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 \$175 for attorneys. Work by paralegals and law clerks shall be billed at the rate of \$110 per hour. 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 for the one-year period, from the 2025 Reorganization meeting through the 2026 Reorganization meeting. 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 one of two enclosed original copies.

Sincerely,

THE BUSCH LAW GROUP LLC

Douglas M. Silvestro

Douglas M. Silvestro, Esq.
Senior Partner

DMS:amv

Enclosures

I hereby certify that the within retainer agreement was approved by formal resolution of the Bridgewater-Raritan Regional Board of Education at a duly convened public meeting of the Board on _____2025 and that the Board President and Board Secretary have been authorized to, and do hereby, execute same on behalf of the Board.

By: _____
_____, President

Attest:

By: _____
Kevin Lomski
School Business Administrator/Board Secretary

DATE: