

V. a.

**KINGSPRY**

December 14, 2020

JEROME B. FRANK  
DONALD F. SPRY II  
KIRBY G. UPRIGHT, LLM, CPA  
KENT H. HERMAN  
JOHN E. FREUND, III  
NICHOLAS NOEL, III  
GLENN M. HAZELTINE\*  
ALAN S. BATTISTI  
KEVIN C. REID\*  
PAUL S. FRANK  
BRIAN J. TAYLOR\*\*  
MICHAEL A. GAUL  
ELLEN C. SCHURDAK  
KRISTINE RODDICK  
REBECCA A. YOUNG  
DOROTA GASIENICA-KOZAK  
JODY A. MOONEY  
JESSICA F. MOYER  
SCOTT J. GAUGLER  
MATTHEW T. TRANTER\*  
AVERY E. SMITH\*  
KARLEY BIGGS SEBIA\*  
JONATHAN M. HUERTA  
TAISHA K. TOLLIVER-DURAN\*  
RYAN K. FIELDS\*

Mr. Brian D. Baddick  
Assistant Superintendent for Pupil Services  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

**Re: Special Counsel – 2020-2021 School Year**

Dear Mr. Baddick

This letter constitutes our proposal to act as Special Education Counsel for the East Stroudsburg Area School District (“ESASD”) for the 2020/2021 school year. We agree to represent ESASD for special education consulting matters and third-party lawsuits as assigned by the District.

### SCOPE OF SERVICES

KingSpry will provide comprehensive legal services, in-service trainings and representation on all special education matters affecting ESASD, target the needs of special education staff to properly serve and support students and provide solutions that assist ESASD in controlling and reducing costs associated with special education matters up to and including litigation.

KingSpry attorneys help administrators and their teams stay current regarding legal regulations and service options. Our special education team is exceptional for its breadth and depth of experience and accessibility to our clients. This is particularly important due to the often urgent nature of issues that arise daily and the short procedural timelines under the law.

We guide clients through the intricacies of Section 504, the IDEA, the ADA, gifted education services, transition planning, child find issues, evaluation issues and procedures, student discipline, crisis management, functional behavior assessments, intervention plans and other related services such as OT, PT, speech and adaptive PE.

#### OF COUNSEL:

E. DRUMMOND KING  
DOMENIC P. SBROCCHI  
TERENCE L. FAUL  
JAMES J. RAVELLE, Ph.D., JD.  
KATHLEEN CONN, Ph.D., JD., LLM  
RICHARD J. SHIROFF

AFFILIATED WITH:  
WEISS BURKARDT KRAMER, LLC  
PITTSBURGH, PA 15219

\*LICENSED IN PA AND NJ  
\*\*LICENSED IN PA AND NY

KingSpry's Special Education Consulting and litigation services include, but are not limited to, the following:

- Legal advice, problem solving and strategic planning for both systemic issues and Individual student programs, defensibility reviews of documents such as IEPs and evaluation reports
- Systemic policy review, policy drafting and implementation
- Internal special education department audits
- Case evaluations for future programming
- Expert resource referrals
- Interagency communication and facilitation
- Liaison with advocates and opposing counsel
- School Board presentations
- In-service special education trainings
- OCR proceedings
- Facilitation of meetings (IEP, GIEP, MDT, manifestation determination, Section 504)
- Due process hearings
- PDE compliance complaints
- Litigation and appeals in state and federal courts
- Witness preparation
- Settlement negotiations and development of settlement agreements
- Development of special needs trusts

KingSpry also provides a number of other informative special education services for our special education clients, free of charge or deeply discounted, including articles in our Education Law Practice Group newsletter *School Law Bullets* and topical updates through our Lunch & Learns.

### COMPENSATION

1. Special Counsel: For all services ESASD would be billed at the rate approved by ESASD's then current Professional Educators Policy<sup>1</sup>.
2. Billing: We submit itemized invoices on a monthly basis. Billing in matters subject to insurance will be in accordance with the insurance company litigation guidelines.

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<sup>1</sup> Current approved rates for Professional Educator insurance programs in PA:

<u>CM REGENT</u>	<u>AIG</u>	<u>WRM</u>	<u>CHUBB</u>	<u>PIIC</u>	<u>Liberty Mutual</u>	<u>Allied</u>
\$185/Partner	\$210/Partner	\$165/Partner	\$190/Partner	\$160/Partner	\$175/Partner	\$175/Partner
\$185/Associate	\$185/Associate	\$165/Associate	\$165/Associate	\$140/Associate	\$150/Associate	\$175/Associate
\$90/Paralegal	\$90/Paralegal	\$80/Paralegal	\$95/Paralegal	\$85/Paralegal	\$80/Paralegal	\$85/Paralegal

3. Litigation: King Spry represents to the ESASD that it is approved and qualified as defense counsel for most writers of school leaders' professional liability or errors and omissions insurance in Pennsylvania. In the event of litigation, an administrative due process request or a claim or suit involving special education within the coverage of the insurance policy, ESASD agrees to submit such claims for coverage and defense, and to request the designation of KingSpry as defense counsel for ESASD. In the event of such designation, ESASD agrees to accept the hourly rate and policy conditions relating to payment of defense counsel approved by ESASD's insurance carrier.
4. Reimbursable Expenses: ESASD would reimburse KingSpry's payment of out-of-pocket expenses advanced on behalf of ESASD including, but not limited to, filing fees for legal documents, advertising, experts, exhibit preparation, and any extraordinary photocopying, but postage would not be charged.

#### PERSONNEL ASSIGNED

We recognize that each educational institution has a unique climate with administrative procedures and policies in place that work best for its day to day operations. To best address the school's needs, one primary attorney and one secondary attorney will be assigned to serve ESASD. The primary and secondary attorneys are Kristine Roddick and Rebecca Young. We have found this business model permits the institution's special education personnel and administration to build strong working relationships and mutual trust with its special education counsel. However, given the depth of knowledge of the practice team, all our attorneys are available to ESASD as needed.

#### APPOINTMENT

As an appointee, Special Counsel may be removed at any time in the same manner in which the appointment was made and consistent with the Rules of Professional Responsibility. In the event that the appointment and agreement are rescinded, ESASD will be responsible for all hourly fees earned, and costs incurred to date, as well as fees reasonably necessary to protect the client's interest until substitute counsel is in place. (Code of Professional Responsibility 1.16(d).)

#### ADDITIONAL INFORMATION

Additional information concerning King, Spry, Herman, Freund & Faul, LLC can be provided upon request. Please let us know if you have any other questions.

December 14, 2020  
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We look forward to serving the needs of the East Stroudsburg Area School District.

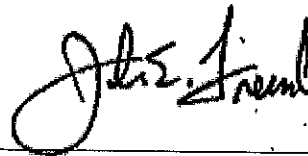
Very truly yours,

KING, SPRY, HERMAN, FREUND & FAUL, LLC



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Kristine Roddick, Esquire  
Chair, Special Education Practice Group



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John E. Freund, III, Esquire  
Chair, Education Practice Group

Accepted and approved by ESASD

By: \_\_\_\_\_  
Richard Schlameuss, Board President

Cc: Tracy Johnson, Insurance Billing Liaison

EAST STROUDSBURG AREA SCHOOL DISTRICT  
Independent Contractor Agreement

V. d.

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 5 day of Apr, 20 21, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principle office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Dr. Sally Vinney (the "Contractor") of Read From Home  
"Create A Teacher Family Program"

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43<sup>rd</sup> Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

**4. Notices**

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Thomas McIntyre, Chief Financial Officer  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

**5. Validity**

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

**6. Waiver of Breach**

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

**7. Termination**

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

**8. Assignment**

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

SCHEDULE A

Description of Service to be performed (be specific):

To create and deliver virtually, a program for ~~pre-school~~ pre-K through kindergarten to assist parents in teaching their children to read. Previously known as our "bath me to read."

Location of Services:

Provided virtually for 2021

Effective Date:

End of March - April - 5 sessions

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ \_\_\_\_\_  
Time (Days/Hour/Other): \_\_\_\_\_  
Total Cost: \$ \_\_\_\_\_

b) Fixed Rate: \$ 4,000<sup>00</sup>

c) Are expenses included?  YES  NO

If no, please itemize: N/A

Budget Code: \_\_\_\_\_

Department: Cooperation & Inst.

District Initiator: DR. VITULLI

Authorization for Payment: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order # \_\_\_\_\_

9. Entire Agreement

This Agreement represents the entire understanding of the parties.

9. Applicable Law

The parties agree that this Agreement will be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT  
BOARD OF SCHOOL DIRECTORS

\_\_\_\_\_  
Patricia Rosado, Secretary

BY: \_\_\_\_\_  
Rich Schlameuss, President

WITNESS:

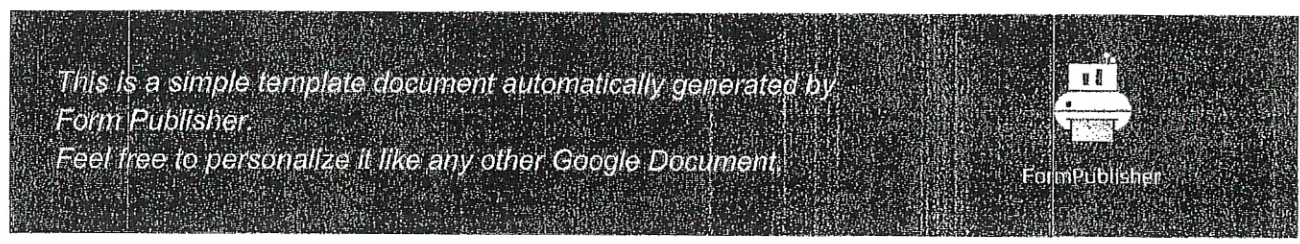
\_\_\_\_\_

  
\_\_\_\_\_  
[Contractor]



# Form Publisher Template

12/18/2020



## Questions list:

:

Name Of Requester: William Vitulli

Department: ESACA

Building: TLC

What service or item are you requesting?: Elementary Student Licenses

Why are you requesting the service or item?: Continue courses through the Spring for Elementary students with Edgenuity.

Suggested Replacement:: n/a

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.):

Cost Estimate: If over \$5,000, were three (3) quotes obtained? If yes, Please list the vendor's information and quoted amount.: No. We are continuing with the current educational platform we have.

What is the total cost of the purchase?: \$64,400.00

Procurement Method:: Invoice

Was this purchase budgeted?: No

Which Fund will be charged?: 50

What account will be charged?: 10-1110-650-986-00-900-000-000-8741

Selection of winning proposal, Was the lowest price selected? If not, please explain why and the process of selecting the vendor.: We will continue using Edgenuity as the educational platform for the ESACA program through the 2020/2021 school year.

Any additional information you would like to provide.:



Bill To  
 East Stroudsburg Area SD  
 50 Vine Street

East Stroudsburg, PA  
 18301-2199

Requisition 20212731-00 FY 2021

Acct No:  
 10-1110-650-986-00-900-000-000-8741  
 Review:  
 Buyer:  
 Status: Released

Page 1

Vendor  
 EDGENUITY INC.  
 8860 E. CHAPARRAL RD.

SCOTTSDALE, AZ 85250

Ship To  
 JT Lambert Int.- BLENDED SCHOO  
 2000 Milford Road

East Stroudsburg, PA 18301

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/18/20	1004577				Blended School
LN	Description / Account	Qty	Unit Price	Net Price	
001	FT ELEMENTARY STUDENT LICENSE (CONTENT ONLY) 1 SCHOOL YEAR (ALL 2020 - SPRING 2021, UP TO SIX COURSES; NOT REUSABLE) IS OVEREDGE USAGE DECEMBER 2020 - (K 5 ALL 2020) INV 792887	1.00 EACH	64400.00000	64400.00	

1 10-1110-650-986-00-900-000-000-8741

64400.00

Ship To  
 JT Lambert Int.- BLENDED SCHOO  
 2000 Milford Road  
 East Stroudsburg, PA 18301

Requisition Link

Requisition Total 64400.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
10-1110-650-986-00-900-000-000-8741	64400.00	-85800.00
Regular	ESSER Supplies Tech	

\*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Approved	12/18/20	Renee Stevens	
Approved	12/18/20	William Vitulli	Auto approved by: renee-steven
Queued	12/18/20	Angela Byrne	Auto approved by: renee-steven
Pending		Deana Morabito	Auto approved by: renee-steven



Bill To  
 East Stroudsburg Area SD  
 50 Vine Street

East Stroudsburg, PA  
 18301-2199

Requisition 20212731-00 FY 2021

Acct No:  
 10-1110-650-986-00-900-000-000-8741  
 Review:  
 Buyer:  
 Status: Released

Page 2

Vendor  
 EDGENUITY INC.  
 8860 E. CHAPARRAL RD.

SCOTTSDALE, AZ 85250

Ship To  
 JT Lambert Int.- BLENDED SCHOO  
 2000 Milford Road

East Stroudsburg, PA 18301

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/18/20	004577				Blended School

LN	Description / Account	Qty	Unit Price	Net Price
Pending	Diane Kelly		Auto approved by: renee-steven	
Pending	Jeanne Wescott		Auto approved by: renee-steven	
Pending	Diane Kelly		Auto approved by: renee-steven	
Pending	Thomas McIntyre		Auto approved by: renee-steven	
Pending	Marisela Horton		Auto approved by: renee-steven	



# Invoice

8860 E. Chaparral Road  
Suite 100  
Scottsdale AZ 85250  
877-725-4257 x1037

Date 12/16/2020  
Invoice # 792887  
Account # 87299  
PO # 21000914\_Overage  
Terms Net 30  
Due Date 1/15/2021

**Bill To**  
East Stroudsburg Area School Distr...  
Business Office Attn: A/P  
50 Vine Street  
East Stroudsburg PA 18301  
United States

**Ship To**  
Blended School - JT Lambert Inter...  
2000 Milford Road  
East Stroudsburg PA 18301  
United States

Description	Quantity	Unit Price	Amount	Tax
FT Elementary Student License (Content only) - One School Year (Fall 2020 - Spring 2021, up to 6 courses, not reusable) IS Overage Usage - December 2020 - (K5 Fall 2020)	322		64,400.00	0.0%

<b>Subtotal</b>	64,400.00
<b>Shipping Cost (USPS Media Mail)</b>	0.00
<b>Total</b>	64,400.00
<b>Amount Due</b>	\$64,400.00

**PLEASE NOTE THAT OUR PAYMENT REMIT ADDRESS HAS CHANGED:**  
EDGENUITY INC  
DEPT LA 24561  
PASADENA CA 91185-4561

**Wire and ACH Instructions:**

Account Name: Edgenuity Inc.  
Account Number: 3301364536  
Routing/ABA Number: 121140399  
SWIFT #: SVBKUS6S  
Bank Name: Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara CA 95054