

**AGREEMENT BETWEEN  
THE EAST STROUDSBURG AREA SCHOOL DISTRICT  
AND  
CHRISTOPHER S. BROWN  
SOLICITOR**

**THIS AGREEMENT IS MADE THIS** 25th day of January, 2021, between CHRISTOPHER S. BROWN, an attorney licensed to practice law in the Commonwealth of Pennsylvania, with offices at 11 North Eighth Street, Stroudsburg, Pennsylvania (hereinafter called "Solicitor"); and the EAST STROUDSBURG AREA SCHOOL DISTRICT, with offices at 50 Vine Street, East Stroudsburg, Pennsylvania (hereinafter called "School District").

**WHEREAS**, the School District wishes to retain the services of Christopher S. Brown as Solicitor for a period of three years, commencing on July 1, 2021 and ending on June 30, 2024.

**NOW, THEREFORE**, it is agreed that:

1. The above-named Solicitor will perform routine legal services for the sum of FORTY-SIX THOUSAND TWO HUNDRED DOLLARS (\$46,200.00), as annual retainer for the three-year term of this Agreement.

2. Said retainer services shall include attending school board meetings, routine legal advice and opinions, attending routine conferences and meetings as required, preparation or review of routine contracts and resolutions and other routine services.

3. Said retainer services shall not include required time for the following work: preparation for arbitrations, hearings and litigation and/or conducting said arbitrations, hearings and litigation, as well as trials and appeals; title searches; bond issues and other financing; construction matters and Authority work; conveyancing; teacher and service personnel negotiations and related labor matters and substantial work for preparation for same; preparation of tax resolutions; other legal services requiring a substantial amount

of time over and above routine items. Separate billings will be made for these items as non-retainer items.

4. The Solicitor shall make monthly billings for retainer and non-retainer services and for reimbursement of out-of-pocket expenses. Out-of-pocket expenses shall be billed at the actual cost to the Solicitor, without markup. Typical out-of-pocket expenses, by way of example, include photocopying (\$0.25 per page), court and administrative filing fees, stenographic fees, witness fees, and title search fees. Non-retainer items shall be billed at the hourly rate of \$165.00 per hour or as otherwise agreed upon. In this regard:

A. It is acknowledged that the District has engaged, and shall continue to engage, additional attorneys or law firms specializing in specific or particular areas of legal practice upon terms to be agreed upon. Examples of such areas of specialization include, but are not limited to, collective bargaining, construction issues and litigation, special education and workers compensation. In such instances, the District will be expected to retain independent counsel, provided that the Solicitor declines to represent the District, and that the District agrees to pay the fees for such counsel.

B. With regard to bond issues, the parties agree that the fee to be paid to the Solicitor shall be a minimum of \$5,000.00 and shall not exceed a maximum of one-half (1/2) or fifty (50%) percent of the fee charged by bond counsel for the issue. The District and Solicitor shall consider the nature and amount of the particular bond issue and the final determination of the Board as to the amount of the fee shall be controlling.

5. It is agreed that Christopher S. Brown shall be primarily responsible for the performance of the legal services required, but that he may utilize the assistance of other attorneys with whom he may become associated in properly serving the School District.

**IN WITNESS WHEREOF**, Christopher S. Brown has executed this Agreement and the School District has caused this Agreement to be signed by its President and attested by its Secretary the day and year first above written.

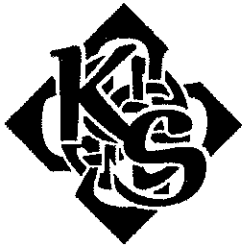
\_\_\_\_\_  
Christopher S. Brown, Solicitor

ATTEST:

EAST STROUDSBURG AREA SCHOOL  
DISTRICT

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

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



January 22, 2021

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 GASINIENICA-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 Agreement**

Dear Mr. Baddick

This letter constitutes our proposal to act as Special Education Counsel for the East Stroudsburg Area School District ("ESASD") commencing the 2020/2021 school year through June 30, 2024. 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

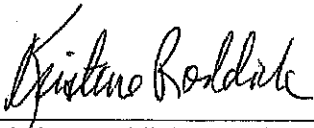
Additional information concerning King, Spry, Herman, Freund & Faul, LLC can be provided upon request. Please let us know if you have any other questions.

January 22, 2021  
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We look forward to serving the needs of the East Stroudsburg Area School District.

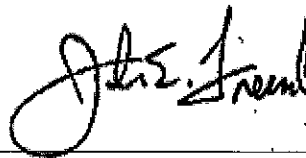
Very truly yours,

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**  
**Support Employees - That Are Unable To Work From Home**  
**Employment Responsibilities Under A Mandatory Quarantine**  
**Memorandum of Understanding**

The Parties to this agreement, the East Stroudsburg Area Education Support Professional Association (hereinafter called the "Association") and the East Stroudsburg Area School District (hereinafter called the "District") agree to the following:


- A) Support employees who are required to quarantine as outlined under Families First Coronavirus Response Act(FFCRA) for the following qualifying reasons: Not to exceed 10-14 consecutive days per the Department of Health
  1. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19\*, excluding travel mitigation orders
  2. Has been advised by a health care provider to self-quarantine related to COVID-19\*
  3. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis\*

\*Appropriate medical and/or Department of Health documentation must be provided
  
- B) Employment responsibilities under a mandatory quarantine applies to 12 month support employees who are not able to perform one's responsibilities remotely. They include; **Custodians, Maintenance and Mechanics.**
  
- C) Support employees subject to any of the qualifying reasons noted above would be permitted the quarantine time off. This time may be with or without compensation depending on the employees application of the time during the quarantine.
  - Support employees who choose to use their accrued time(including accrued vacation time) during the quarantine will be required to submit their absences in aesop and would be compensated during such time
  - Support employees who choose to take these days as unpaid will be required to submit their absences in aesop as Day without Pay and complete the necessary application.
  
- D) This agreement will expire at the close of the 2020/2021 school year and may be reviewed for an extension if necessary.
  
- E) This agreement shall neither constitute a new practice nor nullify an existing past practice.

EAST STROUDSBURG AREA SCHOOL DISTRICT

  
Date: 1/20/21

EAST STROUDSBURG AREA EDUCATION SUPPORT PROFESSIONAL ASSOCIATION

  
Date: 1/22/2021  
Secretary - official



**EAST STROUDSBURG AREA SCHOOL DISTRICT  
Independent Contractor Agreement**

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

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**THIS AGREEMENT** is made this Fifth day of <sup>December</sup> 20\_\_20\_\_, by and between:

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

**AND**

Emma Roth \_\_\_\_\_ (the "Contractor") of \_\_\_\_\_ Pocono Environmental Education Center

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

**SCHEDULE A**

Description of Service to be performed (be specific):

Deliver Two 1 hour PEEC Into the Classroom Presentations – “Seasonal Survival” and “Native Plant Life”

Location of Services: Virtual on Feb. 12 and March 9

Effective Date: “Seasonal Survival” in December, “Native Plant Life” in March (as PEEC scheduling allows)

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ Free with grant-normally \$200 (\$100 x 2 programs)  
Time (Days/Hour/Other): (as PEEC scheduling allows)  
Total Cost: \$ Free

b) Fixed Rate: \$ Free

c) Are expenses included?  YES  NO  
If no, please itemize:

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

District Initiator: Kim Donahue, 5th Grade Teacher, Smithfield Elementary/East Stroudsburg Area Cyber Academy. kimberly-donahue@esasd.net (570)421-2841

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

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