

HARBOR HOUSE LAW PRESS, INC.

On the following pages, you will see the “**Standard Rate Contract**” and the “**Flat Rate Contract**” that are used in your hosting a Wrightslaw training.

The **Standard Rate** has a fixed speaker fee. In addition to that speaker fee, you will be responsible for all meals, travel, rental car, lodging, airfare, parking, mileage to and from the departure airport, tolls, unknown unexpected dollar expenses and costs, and other such expenses. That amount is variable dependent upon the actual costs incurred. With the Standard Rate, your payments to Harbor House are for the speaker fee, the books, and the above reimbursable travel, lodging, etc., expenses.

In the event of a rescheduling of the program or simply increased travel costs due to adverse weather, airline cancellations/delays or other events, and / or subsequent rescheduling of the training date, you will be responsible for all meals, travel, rental car, lodging, airfare, parking, mileage to and from the departure airport, tolls, and unknown unexpected dollar expenses and costs, and other such expenses already paid or incurred.

Examples – a couple of years ago I arrived onsite at the training location two days prior. A blizzard the next day forced a rescheduling of the program to a later date. On another occasion, my return flight home to Virginia from California, due to FAA problems was canceled and, because of such a widespread problem, my rebooked flight was three days later and, being an FAA computer glitch, the airline was not responsible for any of my interim expenses.

The **Flat Rate** locks up those variable reimbursable expenses as a sum certain with an upward dollar adjustment of the speaker fee. Your payments to Harbor House are only for the flat rate speaker fee and the cost of the books. There is no responsibility for the above meals, travel, and other reimbursable expenses, despite an unexpected intervening event.

For federal, state, and local governmental agencies, school districts, and the military, we **always** use the Flat Rate Contract.

The Flat Rate speaker fee is increased by my guestimated potentially reimbursable costs and varies widely depending upon whether the program is a two or three-hour drive from home contrasted with a program on the West Coast. Many groups prefer the Flat Rate Contract and its use is not limited to governmental agencies, school districts, and the military.

Following the Standard Rate Contract letter below is the Flat Rate Contract. In both contract letters, using the find and replace feature, each of the xxx items below are changed to match the date you selected, city, state, amount of the Flat Rate speaker fee, etc.

At the time of contract preparation, I will price out the guestimated travel/lodging costs and create both contracts at that time, and send both so that you can select which one you want to use.

Sometimes the host organization is able to have my room “comped” at the hotel so that there is no cost. In that instance, I can still create a Flat Rate contract, adjusting the dollars downward.

If your program is offered solely via Zoom, the modifications to this contract will eliminate any travel and other such costs.

Also, in the future, we expect to add our Tests and Assessments books to the other three books in use in the program.

We also expect to increase the speaker fee for Pete, Wayne and Pat around that time, but for you, the price in this letter will be honored.

Find and Replace Items Command Shift H

| | | | |
|-------------------|--------------|------------------------|-----------|
| Point of Contact: | xxxname | 3 weeks prior: | xxx3weeks |
| Location | xxxcitystate | Flat Rate Speaker Fee: | xxx100 |
| Conf Date: | xxxdate | 50% of FR Speaker Fee: | xxx50 |
| 4 mos prior: | xxx4mo | 25% of FR Speaker Fee: | xxx25 |

also F+R for “I” replace with Wayne

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* * STANDARD RATE CONTRACT * *

datehere

name
adr

Re: Wrightslaw Program
Location: xxxcitystate
Date: xxxdate
Speaker Fee: **\$6,000.00 (Six-hour program)**

Dear xxxname:

Per our emails and telephone discussions, on **Thursday, xxxdate**, I will provide a one-day program of up to six hours about special education law and advocacy for parents, advocates, educators, related service providers, and attorneys. The agenda¹ will follow the format of the standard “6-hour agenda” on our website with modifications to include any new developments with IDEA 2004, the regulations, Section 504, the ADA, and Supreme Court cases.

Pursuant to the fees and form contract² on our website, the fee is \$6,000.00, plus costs. “Costs” include all travel, lodging, and meals. A non-refundable deposit of 25% of the fee, i.e., \$1,500.00, is due with your return of this letter. By **xxx4mo**, four months before the program, an additional \$1,500.00 is due. The remaining 50% balance of \$3,000 is due at the end of the program on **xxxdate**. The two advance payments are non-refundable. If the program is canceled for reasons beyond your control, such as a national emergency, or adverse weather event, the payments will be applied to a re-scheduled program.

Travel reimbursement from you will include airfare,³ rental car, mileage to and from the airport (or round-trip mileage to and from your location if I drive), tolls, parking charges, and other usual and normal reimbursable costs. Vehicle mileage and meal reimbursement is based on the IRS per diem rates in effect on the date of your training. In the event of a re-scheduling or increased travel

¹ <https://www.wrightslaw.com/speak/agenda/agenda.6hr.png>

² <https://www.wrightslaw.com/speak/contract/01.contract.standard.and.flat.rate.1day.petewright.pdf>

³ While I usually do not travel first class, frequently I travel business class, check baggage and utilize early boarding and extra leg room options.

costs due to adverse weather, airline cancellations or other events, you will be responsible for any and all travel, lodging, airfare costs, etc. If Pam participates in your program, then your responsibility for airfare and meals will increase accordingly.

Unless your training is held at a hotel, I will make my own hotel reservation usually at either a Marriott or Embassy Suites near the training or airport. I will arrive two days early⁴ to protect against flight cancellations and use the next day to view the speaking site and test the audio-visual equipment. I will depart the morning after the training. Your lodging cost will be for three nights and include hotel charges, if any, for internet access and the use of a hotel printer.

The three books, *Wrightslaw: Special Education Law, 3rd Ed.*, *Wrightslaw: From Emotions to Advocacy, 2nd Ed.*, (FETA), and *Wrightslaw: All About IEPs*, will be used as the primary teaching tools. Registrants shall receive a copy of each book as a part of their registration packet. During the program, I will provide the attendees with a link to a password-protected subdirectory so that they can download the three books as adobe.pdf files after the program.

The combined retail cost of the three print books and their adobe.pdf version is \$103.70. Please be sure that the training flyers and marketing information clearly indicate that all three print books will be used as textbooks during the program, and attendees will receive a link to download the pdf books as a part of the registration fee.

As you are aware, Harbor House sells our book and other products to organizations hosting a Wrightslaw training at a 50% discount for bulk purchases. To order those books and other products (for possible resale), you will want to contact Debra Pratt at Harbor House at (804) 758-8400 and at debrapratt@harborhouselaw.com.

Per the table below, a part of your additional costs will be an advance minimum purchase of at least 150 law books, 150 From Emotions to Advocacy books, and 150 of our IEP books by **xxx3weeks**. Since most Wrightslaw programs have between 200 – 300 attendees, you may need more than the minimum of 150 sets of books. Each set of the three books will cost you \$31.43. There is no charge to you for the adobe.pdf books we will provide afterwards.

| Cost of Minimum Order of 150 Books for Wrightslaw Conference | | | | | |
|---|------------------------------|---------------|----------|---------------------|-------------------|
| | | Retail | # | Retail Total | Your Cost |
| Special Ed Law | | \$29.95 | 150 | \$4,492.50 | \$2,246.25 |
| From Emotions to Advocacy | | \$19.95 | 150 | \$2,992.50 | \$1,496.25 |
| All About IEPs | | \$12.95 | 150 | \$1,942.50 | \$971.25 |
| | | | | | |
| | Retail cost | | | \$9,427.50 | |
| | Retail cost per set | | = | \$62.85 | |
| **** | Your Total Cost @ 50% | | = | | \$4,713.75 |
| **** | Your cost per set | | = | | \$31.43 |

⁴ Three days for West Coast, Pacific Rim, USVI and PR conferences.

We will pay shipping⁵ for a bulk order received by that date. If you order books after ~~xxx~~**3weeks**, with the option to return them, you will be responsible for our cost to ship the books to you.

Any unopened shrink-wrapped books and boxes of books beyond the minimum 450 books not sold at the training and not retained by you for resale may be returned to Harbor House Law for a refund so long as they are received by us within 30 days after the training has ended. You will be responsible for the cost of shipping the books to Harbor House.

It is imperative that you have an excess number of each book on hand a week before the training. We have had instances where the conference organizers had additional walk-ins the morning of the training and ran out of books. This promotes ill will toward you and us and is not healthy.

My program is not simply a PowerPoint presentation. During the day, using my computer, I will open the adobe.pdf files of our law book, our “FETA” book, and our IEP book. I will zoom in on critical portions of the text. The audience, using their books, will simultaneously follow along and highlight critical words and phrases in their books.

You need to provide a “computer projector” also known as a “PowerPoint Projector.” **I will use my own laptop computer and you will want to ensure that there are sufficient cables and/or connections to directly connect my laptop to the computer projector. Please be sure that the conference venue is aware of this requirement.** Often this requires a 25 to 50-foot high-quality HDMI cable. Lower quality cable or using several connectors with shorter lengths often result in reduced signal strength and problems with the on-screen image and often, no image at all. On the day prior to the training, I would like to eyeball the facility, test the equipment, and meet with your or your staff.

During my presentation, I will go online and demonstrate how to use “Google Scholar” in order to find past and current special education cases in your legal jurisdiction. I will take the audience to the webpage which contains your state’s special education regulations. I will demonstrate the use of our Wrightslaw website. You will need to ensure that the conference facility provides me with WiFi access.

Please bring another laptop in the event my computer malfunctions. I will also need a wireless hands-free microphone. For any opening remarks and the question and answer session during the last half hour, you will also want a wireless, handheld, microphone.

Dependent upon audience size, questions from the audience are usually not permitted during the sessions. Instead, the registrants should write out their questions onto 3x5 cards and place them in the back of the room in a box. In the last half hour at the end of the day, the written questions will be answered. Because of the use of 3x5 cards, each packet should include two 3x5 cards.

We can assist you by promoting your program on the Wrightslaw website and through announcements in **The Special Ed Advocate** newsletter. Announcements in the newsletter are often picked up by other advocacy groups and republished on other websites and newsletters. Promoting the event is your responsibility. You may want to consider radio and newspaper

⁵ Exception: we will pay 50% of the cost to ship to areas outside CONUS.

interviews by telephone before the training. Radio interviews and newspaper publicity draw many people at the last minute. **Marketing is your responsibility and you will want to start early with frequent postings and repetition about the event.**

Once the training is confirmed and the location and registration fees determined, a brochure/flyer should be prepared as soon as possible. Please be sure that we preview it before it is released. You will want to have your refund policy on the website and flyer.

To encourage fast “Early Bird” registrations, you may want to offer a reduced price for advance registrations by a specific date with online registration and payment. To assist you with early registrations, at no additional charge to you, we can provide the “Early Bird” registrants with an adobe.pdf file of our “*2017 Special Education Legal Developments and Cases*” book which includes all of the 2017 U. S. Court of Appeals special education cases and the two 2017 U. S. Supreme Court cases, *Fry* and *Endrew F.*

This also reduces the probability of cancellations and refund issues since that book retails for \$14.95. There is no additional cost to you for this book. As noted earlier, after the program has concluded, we will provide the attendees with a link to a password-protected directory to download the pdf files of the three other books used in the training.

It will be important to make the registration process very easy, by telephone, fax, mail, and online through the Internet. Upon receipt of the initial deposit, if you are interested, we will look into Continuing Legal Education credits (CLEs) so that attorneys will be encouraged to attend. We will help you with additional ideas and marketing.

Via email, please provide us with a list of registrants and their email addresses a week before the program and update the day before the program. Five days before the program, I may send an email to the registrants that I am looking forward to seeing them and that, if anything extraordinary should happen (hurricane, earthquake, national emergency, etc.) that forces a postponement, information will be posted on our website and that we will also send an email. Receipt of the advance email often triggers registrants to spread the word, generate excitement, and increase your registrations.

We will hold the date for ten days. Upon email receipt of this letter, please immediately sign and fax ((800) 863-5348) or scan and email the last page of this letter back to me. Be sure to mail a signed copy of this complete letter with your deposit check so that we receive it within ten days.

All checks for speaker fees, costs, airline reimbursement, books, etc., should be payable to **Harbor House Law Press, Inc.** Our Federal Tax ID Number is 54-2000165 and our Central Contractor Registration DUNS # is 111051301. On another, unpleasant note, if there are any legal issues between you/your organization and Harbor House, such as failure to pay or failure to submit education credits on behalf of attendees, it is agreed that, if Harbor House so chooses, venue and jurisdiction for resolution is in Virginia.

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* * FLAT RATE CONTRACT * *

datehere

name
adr

Re: Wrightslaw Program
Location: xxxcitystate
Date: xxxdate
Speaker Fee: **\$xxx100 (Six-hour program)**

Dear xxxname:

Per our emails and telephone discussions, on **Thursday, xxxdate**, I will provide a one-day program of up to six hours about special education law and advocacy for parents, advocates, educators, related service providers, and attorneys. The agenda⁶ will follow the format of the standard “6-hour agenda” that is on our website with modifications to include any new developments with IDEA 2004, the regulations, Section 504, the ADA, and Supreme Court cases.

Pursuant to the fees and form contract⁷ on our website, the fee is \$xxx100, plus the cost of the books noted on the page below. **You will not be responsible for any of the costs related to travel, lodging, meals, and other usual reimbursable items.** A non-refundable deposit of 25% of the fee, i.e., \$xxx25, is due with your return of this letter. By **xxx4mo**, four months before the program, an additional \$xxx25 is due. The remaining 50% balance of \$xxx50 is due at the end of the program on **xxxdate**. The two advance payments are non-refundable. If the program is canceled for reasons beyond your control such as a national emergency, adverse weather event, the payments will be applied to a re-scheduled program.

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⁶ <https://www.wrightslaw.com/speak/agenda/agenda.6hr.png> /
<https://www.wrightslaw.com/speak/agenda/agenda.12hr.pdf>

⁷ <https://www.wrightslaw.com/speak/contract/01.contract.standard.and.flat.rate.1day.petewright.pdf>

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If you advance the deposit on behalf of an organization out of your own funds, we will reimburse you once payment is received from the organization. In lieu of checks, you can charge the above fee and books to a bank card.

