



VALLEY FORGE
PUBLIC SERVICE ACADEMY
CHARTER SCHOOL

EXHIBIT 8 – Service Agreement Sand & Sidel

The Law Offices of
SAND AND SAIDEL, P.C.

Comprised of
Richard M. Sand, Esq., Daniel H. Saidel, Esq., & Associates

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July 14, 2025

By: Email

Valley Forge Military Academy Foundation
Attn: Mr. John English, Board President
1001 Eagle Road
Wayne, PA 19087

Re: Representation of Valley Forge Public Service Academy Charter School

Dear Mr. English and Valley Forge Military Academy Foundation Governing Board,

On behalf of Valley Forge Military Academy Foundation (“VFMAF”), you are entering into this Third-Party Payor Agreement with the Law Office of Sand & Saidel, P.C. (“SSPC”) for the purpose of SSPC’s independent representation the Valley Forge Public Service Academy Charter School (“VFPSA”)

This Agreement sets forth terms and conditions of the representation in connection with this matter.

The Law Office of Sand & Saidel, P.C. charges an hourly rate of \$300.00 per hour for Senior Associates and \$250.00 per hour for Junior Associates, plus any expenses that may be incurred in connection with its representation. A retainer in the amount of five thousand dollars (\$5,000) must regularly be retained in connection with our representation.

SSPC will bill the VFMAF approximately monthly depending upon the amount of work that was performed during that period. SSPC will also advise VFMAF before undertaking any procedures that will substantially increase the amount of fees or expenses. SSPC will provide VFMAF with a monthly statement of fees, costs, and expenses. Payment is due upon presentation.

The firm’s representation of VFPSA is in connection with its application to be authorized as a charter school pursuant to the Pennsylvania Charter School Law.

VFMAF has agreed to pay fees on behalf of VFPSA. VFMAF hereby agrees that, notwithstanding the payment of fees by VFMAF, the firm does not represent VFMAF. The payment of fees is permissible only under the following circumstances:

1. It will be fully disclosed to VFPSA's governing Board that VFMAF has agreed to advance funds to pay for legal services and that the SSPC will not represent VFPSA without its full consent;
2. There will be no interference with the independence of counsel's professional judgment or with the attorney-client relationship which solely exists between SSPC and VFPSA;
3. The information relating to SSPC's representation of VFPSA is privileged and confidential as required under the Rules of Professional Conduct; and
4. VFMAF and VFPSA approve of the attached form of Legal Services Agreement.

Sincerely,



SAND & SAIDEL, P.C.

By: David Annecharico, Esq.

If this accurately reflects your understanding of the terms of our engagement, please sign the document on behalf of Valley Forge Military Academy Foundation as its authorized representative as acknowledgment of Valley Forge Military Academy Foundation's acceptance of these terms.



Valley Forge Military Academy Foundation

By: Mr. John English, President of its Board of Trustees

Legal Services Contract

This is a Legal Services Contract (“**Contract**”). The effective date of this Contract is **October 16, 2025**. This Contract is by and between the Valley Forge Public Service Academy Charter School (“**Client**”) and Sand and Saidel, P.C., a law firm with its main offices at 113 South 21st Street, Philadelphia, Pennsylvania, 19103 (“**Firm**”).

WHEREAS, the Firm hereby agrees to represent the Client; and

WHEREAS, the Client hereby agrees to retain the Firm pursuant to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth in this Contract, and intending to be legally bound, the parties hereto agree as follows:

I. Legal Services

The Firm shall render legal services to the Client in accordance with the following:

1. **Responsible Attorney.** Daniel Saidel, Esquire, will be responsible for the management of all aspects of the Firm’s representation of the Client. If the Firm selects a Responsible Attorney other than one of those described in this Section I.A, then the Firm shall notify the Client of the new Responsible Attorney. Other attorneys of the Firm may also be involved in the Firm’s representation of the Client from time to time.
2. **Communications.** The Firm will communicate with the Client on a regular basis regarding its representation of the Client.
3. **Staffing.** The Firm will decide the level of staffing necessary for a particular matter and the Firm will select the shareholders, seniors, associates, and/or paralegals from the Firm who the Firm believes are appropriate to form the “team” for representation of the Client.

II. Scope of Representation

A. The Firm shall represent Client as follows:

1. General Legal Counsel for each matter requested by the Client and accepted for legal representation by the Firm related to the application for a Pennsylvania Charter School.

III. Conflicts

A. Defined.

1. **Conflicts.** Except as provided in paragraph II.A.2, the Firm shall not represent the Client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if: (a) the representation of one client will be directly

adverse to another client; or (b) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

2. Exceptions. Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if: (a) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (b) the representation is not prohibited by law; (c) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and (d) each affected client gives informed consent.

B. Before proceeding with any Matter, the Firm will make the appropriate inquiries to prevent the Firm from a Conflict which would prevent the Firm from fully representing the Client in that Matter.

IV. Legal Service Fees, Costs and Retainer

1. Fees. The hourly rate for Legal Services will be **\$300 per hour** for Senior Associate staffing and **\$250 per hour** for Junior Associate staffing, for the first year of the contract. After July 1, 2026 and each 12-month period thereafter during the Term of this contract, the hourly rate shall increase by three (3) percent.
2. Costs. The Client shall reimburse the Firm for all reasonable, actual, ordinary and necessary direct non-labor costs incurred in fulfilling the terms of this Contract, including, but not limited to reasonable, actual, ordinary and necessary expenses for specific materials, products or services required for and used in the fulfillment of this Contract, including but not limited to, computer research, filing fees, court costs, experts, investigators, court reporters, and witness fees.
3. Invoices. Invoices shall be billed monthly and the Client shall pay all invoices "net thirty days" with no deduction from the invoice for anticipated period. Interest will accrue at the annual rate of 10% on all invoices that are not paid by the due date. The Firm, in addition to its other remedies hereunder and under law, shall have the option to stop performing its services under this Contract until full payment is received on all invoices that are not paid by the due date.
4. Retainer. The Client **shall regularly maintain a retainer** in the amount of five thousand dollars (**\$5,000**) in the accounts of the Firm and from which all invoices for legal services shall immediately be paid when due. Upon termination of this Agreement, the Firm shall remit to Client any remaining retainer after deducting the amount of all outstanding invoices for legal services performed.

V. Term

A. The Term of this Contract shall commence on the date of this Contract and shall continue for a period of one (1) year. This Contract shall automatically be renewed for successive one (1) year Terms. Notwithstanding anything else to the contrary herein, either party hereto may

terminate this Contract, with or without cause, by written notice to the other party at any time, and thereafter the Client shall pay any and all unpaid amounts due the Firm.

VI. Outcomes

A. Client understands and agrees that no guarantees or promises have been made to Client, by Firm, concerning the outcome of any case or Matter of legal representation, and neither the outcome of a case or Matter of legal representation nor the method of its conclusion, such as by trial, negotiation, settlement or otherwise, shall affect the Client's obligation to pay the Fees and Costs.

VII. Miscellaneous

1. No amendment or modification of this Contract shall be valid or binding unless executed in writing and duly signed by the Client and the authorized representative of the Firm.
2. This Contract shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law thereof.
3. This Contract embodies the entire understanding of the parties as it relates to the legal services to be provided by the Firm and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof.
4. The Firm represents and warrants upon which the Client relies as an inducement to enter this Contract:
 1. The attorneys employed at the Firm are duly licensed and authorized to practice law in the Commonwealth of Pennsylvania;
 2. The Firm and the attorneys employed at the Firm are not under suspension or disbarment by the Commonwealth of Pennsylvania, any other state, or the federal government, and;
 3. The Firm and the attorneys employed at the Firm are currently insured by a legal malpractice insurance carrier licensed to do business in the Commonwealth of Pennsylvania and the Firm shall maintain this legal malpractice insurance policy throughout the term of this Contract.
5. This Contract has been executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
6. The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract or the application of such provision to person or entities other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
7. Client specifically acknowledges that Client has read and understands the terms and conditions contained in this Contract and acknowledges that by executing it, Client shall be legally bound by all of its terms.

8. Before executing this Contract, the Client is entitled to have this Contract reviewed by another attorney of the Client's choosing.

IN WITNESS WHEREOF, the parties to this Contract, each acting under due and proper authority and intending to be legally bound by the terms and conditions as set out above.

ATTEST: LAW FIRM:

SAND AND SAIDEL, P.C.

BY: _____ David Annecharico, Esq.

Date: _____

CLIENT:

VALLEY FORGE PUBLIC SERVICE ACADEMY CHARTER SCHOOL

BY: _____

Date: _____