Lorraine M. Hightower, LLC
Dyslexia Advocate & Consultant

CLIENT SERVICES AGREEMENT

THIS AGREEMENT is entered by and between ***Lorraine M Hightower, LLC,*** *located at* ***P.O. Box 249, Purcellville, VA 20134*** *("Company"), and , an individual(s) residing at ("Client").*

WHEREAS, Lorraine Hightower's philosophy as an educational advocate is that the best outcomes for special education students result from active parent engagement, a collaborative working relationship with school staff/service providers, and positive interest-based communication. All three are essential in order to develop solutions and manage conflict throughout the special education process;

WHEREAS, the Client wishes to engage the educational advocacy services of the Company for their child;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. *THE SERVICES*. The Company agrees to provide the educational advocacy services to the Client as outlined in the Schedule attached to this Agreement ("Services").

2. *PRICE AND PAYMENT*.

(a) The Client agrees to pay the Company in accordance with the price and payment terms outlined in the Schedule attached to this Agreement. Payment may be made by check, ACH bank transfer, or via a secure online credit card service.

(b) Payment for travel time and additional advocacy services is to be made upon receipt of an invoice. Travel time in excess of one hour in each direction to and from a meeting or consultation is billed at $125 per additional hour. Meetings may be held virtually at the advocate's request and/or availability. While we will make every effort to honor parent requests, the company reserves the right to decide if a meeting should take place virtually or in-person.

(c) Additional advocacy or consulting services beyond the scope of the attached Schedule will be billed at $375.00 per hour. Services outside the scope of the schedule begin upon the completion of the allotted hours of meeting attendance outlined on the schedule page or once the client has received a fully proposed IEP and consent recommendations, whichever comes first. Hourly services beyond the scope of the package include meeting preparation, document review, document preparation, strategy sessions, meeting attendance, correspondence, or any other service directly related to advocating for your child with their school district. Hourly services beyond the scope of an advocacy package are offered at the company's discretion and may be limited due to availability.

(d) Due to the comprehensive, front-loaded nature of advocacy services, all payments made to the Company are non-refundable. Should the Client or the Company discontinue services prior to the completion of the selected advocacy service package, the Company is not obligated to issue a refund for any unused portion of services. In special circumstances, a partial refund may be considered at the Company's sole discretion, based on the specific services rendered, the time invested, and the costs incurred to date. Decisions made by the Company regarding refunds shall be final.

(e) Cancellation of any scheduled meetings or consultations with less than 48 hours' notice will result in a cancellation fee equal to the scheduled meeting time at the hourly rate of $375. However, the Company may waive this fee at its sole discretion in cases of emergency or unforeseen circumstances, as a gesture of good faith.

(f) Payments made more than fifteen (15) days after they are due are subject to a 1.5% monthly interest charge.

(g) Deposition, trial, or hearing testimony, whether by request or subpoena, will incur a charge of $375 per hour billed in a minimum of four (4) hour increments. Initial payment for estimated hours of testimony shall be made in advance at the time it is scheduled. Document production costs will be billed by the hour unless other arrangements are made. Payment for the balance of testimony and document production is to be made upon receipt of an invoice. Upon termination of this Agreement, the Client expressly understands and agrees that they are obligated to pay for Services rendered as of the date of termination.

3. ***TERM AND TERMINATION*****.**

(a) This Agreement shall be effective beginning on the date the Agreement is signed by both parties and shall continue until the services as outlined on the attached Schedule are complete, or within one calendar year from the beginning date of the agreement, whichever comes first. The company reserves the right to modify the terms of this Agreement annually, on or before July 1st of each calendar year.

(b) Either party, upon notification of the other, may terminate this Agreement for any reason with at least ten (10) business days' notice to the other party.

(c) Company may terminate this agreement with immediate effect upon written notice to the Client if, in the Company's sole discretion, the Client: (i) fails to make payment as agreed; (ii) engages in conduct that disrupts or undermines the advocacy process, including but not limited to uncooperative, unprofessional, or combative behavior; or (iii) engages in inappropriate conduct, whether in person, on social media, or through any other means. In the event of termination under this clause, no refund is guaranteed, consistent with Section 2(d).

(d) Company may terminate this agreement with immediate effect upon written notice to the Client if, in the Company's sole discretion, the conduct of a client, non-client parent or guardian disrupts or undermines the advocacy process, including but not limited to uncooperative, unprofessional, or combative behavior, or engages in inappropriate activity on social media or otherwise.

4. CLIENT OBLIGATIONS.

(a) Client acknowledges that the Company is being hired as an advocate for their child. Client agrees to work collaboratively and share the Company's recommendations, assessment data, or school recommendations with the child's biological parent or guardian, as appropriate.

(b) Client agrees to share all school district or private provider data and correspondence in a timely manner, and no less than 24 hours prior to any scheduled meetings or consultations.

(c) Client agrees that the outlined comprehensive advocacy services provided require advocate attendance at all school district meetings held within the scope of the schedule page attached to this agreement, as defined in part 2b of this agreement. Client agrees that while this agreement is in effect, they will not attend a school district meeting where decisions are made about the student's special education eligibility or services as related to the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the student's Individualized Education Program (IEP) without an advocate unless both parties agree in advance of any scheduled school meetings.

(d) Client agrees to submit school records and other multi-page documents in PDF format only. Image files may be submitted for physical work samples, handwritten materials, or other documents that cannot reasonably be converted to PDF. All files shall be submitted via company email or, upon request, through a secure link provided by the Company.

5. CONFIDENTIALITY.

(a) Lorraine Hightower and the Company are bound by the Standards and Code of Ethics of the Council of Parents, Attorneys and Advocates (COPAA), which states that all client records and information are maintained in adherence to federal and state confidentiality requirements. All information provided to Lorraine M. Hightower, LLC regarding the Client's child will be regarded as strictly confidential and held by the Company in confidence. This information shall not be used or disclosed by the Company to any person whatsoever except with prior written permission from the Client or as required by law.

(b) At any time during the term of this Agreement, at the parent's written request or three (3) years after the last contracted advocacy service provided, Lorraine M Hightower LLC and authorized staff, shall promptly return or destroy all confidential

parent and student data and personally identifiable information in its possession, whether in written, electronic or other forms of media.

6. INDEMNIFICATION. The Client hereby agrees, at their sole cost and expense, to indemnify, defend, and hold harmless the Company, its officers, employees, designees, and successors from and against any claims, demands, liabilities, actions, suits, or proceedings asserted or claimed by third parties by reason of or resulting from the acts and/or omissions of the Client or a breach of any of the covenants or negligent performance of this Agreement.

7. DISCLAIMER. The Company provides guidance, training, advocacy, records analysis, and recommendations based on the experience and knowledge of Lorraine Hightower. The Company will make every effort to support the Clients in obtaining appropriate educational services for their child, but cannot guarantee any particular outcome.

8. LIMITATION OF LIABILITY. In no event shall Lorraine M. Hightower, LLC's aggregate liability arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by Client in the two (2) months before the claim arose. In no event shall Lorraine M. Hightower, LLC have any liability to Client, Client's child, or any third party for any interruption of business, lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing limitation shall not apply to the extent prohibited by applicable law.

9. NOTICES. All notices shall be in writing and sent via first-class mail to the respective addresses of the parties set forth at the beginning of this Agreement or to such other address as any party may designate by notice delivered hereunder to the other party with a copy sent also by email.

10. MISCELLANEOUS.

(a) The terms and conditions of Paragraphs 2, 5, 6, and 8 hereof shall survive the termination of this Agreement or completion of the Services.

(b) This Agreement shall be governed by the laws of the Commonwealth of Virginia and shall be binding on the parties, their heirs, assigns, and successors.

(c) This Agreement constitutes the entire understanding between the Company and the Client respecting the Services described herein. This Agreement may be modified only in writing signed by both parties.

(d) If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

(e) The failure of either party to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

(f) Lorraine M. Hightower, LLC is not a law firm, and Lorraine Hightower is not a lawyer. Educational advocacy services are not legal services and are not intended to be a substitute for competent legal advice where necessary.

(g) In the event of a dispute, the parties agree to attempt resolution through mediation before pursuing legal remedies.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written below.

LORRAINE M. HIGHTOWER, LLC

BY:

Lorraine Hightower, CEO Date

Date

Printed Name:

SCHEDULE TO
CLIENT SERVICES AGREEMENT

Package Selected: Let's Stay on Track

Price: $6,897 to be paid as follows:

Full payment of $6,897 is to be paid or postmarked within 3 days of the signed agreement.

All payments may be paid via credit card, ACH bank transfer, personal check, or cashier's check. Payments made by credit card or ACH bank transfer will be subject to a 3.5% convenience fee.

Checks are made payable to:
Lorraine M. Hightower, LLC
P.O. Box 249
Purcellville, VA 20134

Services provided by Company:

1. A complete review of your child's educational documents including all prior Individualized Education Plans (IEPs), 504 Plans, Progress Reports, Quarterly Assessments, and school correspondence.

2. Two (2) 60-minute strategy sessions to discuss insights and observations regarding your child's school performance, progress, highlights, and/or concerns.

3. Experienced guidance to determine if your child is effectively closing their achievement gap related to established state learning standards.

4. Specific IEP/504 Plan goal, service, and accommodation recommendations for your annual school meeting to enhance your child's learning environment and academic performance.

5. Attendance at your child's IEP/504 meetings to collaboratively share recommendations and revise, as necessary, your child's education plan. (Includes up to 3 hours of meeting attendance.)

6. Debrief after Annual Review meetings (up to 30 minutes each) with recommended advocacy next steps and effective resources.

7. Guidance and assistance to collaboratively develop an effective Individualized Education Plan (IEP) or 504 Plan for your child; includes a review of all school-provided draft documents with recommendations.

8. Suggestions for dispute resolution options as necessary.

9. Quick response access to our advocacy team via email and text for those responses that require less than 15 minutes of time. Any questions or concerns that require more time may be addressed at your Strategy Session or in an additional consultation.

10. Additional services outside the scope of this agreement may be scheduled at the hourly rate noted in your Advocacy Agreement.

This Schedule reflects the package of education advocacy services and payment arrangement I have chosen.

Client, Individually Date