



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 set forth in the Schedule attached to this Agreement. Payment may be made in the form of check or via a secure, online credit card service.

(b) Payment for travel time and additional 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 \$75.00 per additional hour. Additional advocacy or consulting services beyond the scope of the attached Schedule, including meeting preparation, document review, strategy sessions, and correspondence, directly related to school district meetings, will be billed at \$375.00 per hour.

(c) Payments shall not be refundable under any circumstances, including but not limited to the termination of this Agreement for whatever reason.

(d) 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.

(e) Payments made more than five (5) days after they are due are subject to a 1.5% monthly interest charge.

(f) 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. Company reserves the right to modify the terms of this Agreement annually, on or before July 31st 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 by delivering notice of the termination to the Client if, in the Company's sole discretion, the Client fails to make payment as agreed, is uncooperative, unprofessional, combative, or engages in inappropriate activity on social media or otherwise.

(d) Company may terminate this agreement with immediate effect by delivering notice of the termination to the Client, if in the Company's sole discretion, the relationship between the Company and the Client and/or a non-client parent or guardian becomes disruptive, contentious, or untenable.

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 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.

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. Each party to this agreement hereby agrees, at its sole cost and expense to indemnify, defend and hold harmless including reasonable attorney's fees the other party, its officers, employees, designates, and successors from and against all 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 indemnifying party or from 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, knowledge, and background 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 by a 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.

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

Client, Individually

Date

Printed Name:

SCHEDULE TO CLIENT SERVICES AGREEMENT

Package Selected: Whatever It Takes

Price: \$16,920 to be paid as follows:

Full Payment of \$16,920 received within 3 days of the signed agreement

Payment is accepted by the provided secure checkout link or 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 county and/or private testing, teacher assessments, report cards, prior IEP/504, progress reports, quarterly assessments, and school correspondence.
2. A deep-dive parent interview to discuss achievement goals, your child's strengths, and concerns about your child's current school performance and explore desired outcomes.
3. Customized draft documents for school correspondence necessary for expediting the special education process.
4. Detailed review of district provided data to determine your child's academic progress and expected rate of growth for outlined IEP goals.
5. Analysis and evaluation of current special education intervention services with recommendations for effective, evidence-based services and/or accommodations.
6. A strategy session prior to your child's eligibility, IEP or 504 meetings to discuss all areas of potential disagreement.
7. Attendance at all special education team meetings, including eligibility, IEP or 504 meetings, to discuss student progress or implementation of necessary services/accommodations to close your child's achievement gap.
8. Guidance and assistance to collaboratively develop an effective Individualized Education Plan (IEP) or 504 Plan for your child.
9. Post-meeting debriefs to include outlined advocacy "next step" action items.
10. Dispute Resolution Strategy Session with guidance and resources for all parent options.
11. Attendance at an Administrative Review Meeting and/or District Mediation Session.
12. Assistance with drafting and submitting state complaints and/or Office of Civil Rights (OCR) complaints.
13. 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 next Strategy Session or in an additional consultation.
14. Consultations, as needed, with your advocate.
15. Comprehensive advocacy support, as outlined above, for 12 months from the date of this contract with limited access while schools are closed for summer break.

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

Client, Individually

Date

Printed Name: