

#### Personalized Learning Solutions, LLC Special Education Advocacy & Consulting Special Education Advocacy Services Agreement

3615 Applewood Road Melissa, Texas 75454 214-799-6322 or 817-688-8612 personalizedlearningsolutions@gmail.com

I am *delighted* to have the opportunity to help you navigate the ARD/IEP or 504 process for \_\_\_\_\_\_! The following are some guidelines to help ensure both our needs are met in the process as we prepare for the upcoming ARD/IEP or 504 meeting. **Please sign below and return** *by our first meeting* (\_\_\_\_\_\_).

- Please have all copies of pertinent student paperwork (e.g., Last Annual IEP, Full Individual Evaluation, IEP Progress Reports, 504 Plan, Any Assessments Completed by Other Agencies, etc)
- Meetings will be held at the pre-arranged date, time, and location unless other arrangements have been agreed upon by both parties.
- **CANCELLATION OF MEETING BY PARENT**-The Parent may cancel a meeting by giving at least 48 hours prior notice to the Parent Advocate in which case no fees will be incurred by the Parent.
- **CANCELLATION OF MEETING BY PARENT ADVOCATE**-The Parent Advocate may cancel a meeting by giving 48 hours prior notice to the Parent in which case no fees shall be incurred. Where a meeting was pre-paid, the Parent Advocate shall reschedule the appointment at a time agreeable to both parties, failing to reschedule will result in the Parent being refunded a missed meeting fee which is the fee for the meeting.
- WHOLE AGREEMENT-This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.
- Please *feel free* to call, text, or email me at the phone number or email address above if you have any questions or concerns. All calls, texts, and emails will be returned within 24-48 hours.

### • THE PARTIES TO THIS AGREEMENT ARE:

Name of Parent Advocate: <u>Shemica S. Allen, Special Education Advocate/Educational</u> <u>Consultant of Personalized Learning Solutions, LLC</u>

#### Address: <u>3615 Applewood Road Melissa, Texas 75454</u>

**Contact Number and Email:** <u>214-799-6322</u> <u>personalizedlearningsolutions@gmail.com</u> (Hereinafter referred to as the "Parent Advocate")

Name of Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number and Email: \_\_\_\_\_\_(Hereinafter referred to as the "Parent")

### • FEES PAYABLE TO PERSONALIZED LEARNING SOLUTIONS, LLC/SHEMICA S. ALLEN

Schedule of Fees for Services

### Advocacy Services

Advocacy Services include a free one hour initial consultation in addition to hours of services in the purchased package.

*Level One Package-nonrefundable fee of \$300.00-* A Level One Advocacy Services Package includes 3 hours of advocacy services in addition to the free one hour initial consultation to be used consulting with the Parent, school personnel, or other service providers in preparation for an upcoming ARD/IEP or Section 504 meeting. <u>*Parent*</u> <u>Advocate does not attend ARD/IEP or Section 504 meeting.</u> Package Includes:

- Initial one hour telephone, in person, or virtual consultation where the Parent and Parent Advocate will discuss concerns or issues for the upcoming ARD/IEP or Section 504 meeting.
- Review of child's educational records including Parent Questionnaire by Parent advocate after initial consultation.
- Second one hour telephone, in person, or virtual meeting where the Parent Advocate will supply the Parent with a prepared list of recommendations, suggestions, and courses of action for the Parent to take to the upcoming ARD/IEP or Section 504 meeting. Parent will also have the opportunity to discuss any additional concerns or issues.
- Telephone, text, and e-mail consultations with the Parent, school personnel, or other service providers. Any time spent will be deducted from the 3 hours included in the package.
- Review of IEP or 504 Plan after meeting.

• Anything over the *3 hours* will be billed at a rate of *\$125.00 per hour billed in 15 minute increments. Parent will receive detailed documentation of use of hours.* 

*Level Two Package-nonrefundable fee of \$400.00-* A Level Two Advocacy Services Package includes 4 hours of advocacy services in addition to the free one hour initial consultation to be used consulting with the Parent, school personnel, or other service providers in preparation for an upcoming ARD/IEP or Section 504 meeting. <u>*Parent*</u> <u>Advocate does attend ARD/IEP or Section 504 meeting.</u> Package Includes:

- Initial one hour telephone, in person, or virtual consultation where the Parent and Parent Advocate will discuss concerns or issues for the upcoming ARD/IEP or Section 504 meeting.
- Review of child's educational records by Parent advocate after initial consultation.
- Second one hour telephone, in person, or virtual meeting where the Parent Advocate will supply the Parent with a prepared list of recommendations, suggestions, and courses of action for the Parent to take to the upcoming ARD/IEP or Section 504 meeting. Parent will also have the opportunity to discuss any additional concerns or issues.
- Telephone, text, and e-mail consultations with the Parent, school personnel, or other service providers. Any time spent will be deducted from the 4 hours included in the package.
- Parent Advocate does attend ARD/IEP or Section 504 meeting.
- Review of IEP or 504 Plan after meeting.
- Anything over the *4 hours* will be billed at a rate of \$125.00 per hour billed in 15 minute increments. Parent will receive detailed documentation of use of hours.

## **Consulting Services**

# Consulting Services include a free one hour initial consultation in addition to hours of services in the purchased package.

<u>ARD/IEP/Section 504 Tune Up Meeting Package-nonrefundable fee of \$250.00</u>-An ARD/IEP/Section 504 Tune Up Package includes 2 hours of consulting services in addition to the free one hour initial consultation to be used consulting with the Parent to help the Parent prepare for an upcoming ARD/IEP or Section 504 meeting. Package includes:

- Initial one hour telephone, in person, or virtual consultation where the Parent and Parent Advocate will discuss concerns or issues for the upcoming IEP or Section 504 meeting.
- Review of child's educational records including Parent Questionnaire by Parent advocate after initial consultation.
- Follow-up Tune Up Meeting (one hour) after educational records have been reviewed where the Parent Advocate will supply the Parent with a prepared list of recommendations, suggestions, and courses of action for the Parent to take to the upcoming ARD/IEP or Section 504 meeting so Parent can self-advocate for child.
- Includes a 15 minute phone consultation before and after the ARD/IEP or Section 504 meeting.
- Anything over the 2 hours will be billed at a rate of \$125.00 per hour billed in 15 minute increments. Parent will receive detailed documentation of use of hours.

#### Services Contracted

- ( ) Level One Advocacy Package-nonrefundable fee of \$300.00
- ( ) Level Two Advocacy Package-nonrefundable fee of \$400.00
- ( ) ARD/IEP/Section 504 Meeting Tune Up Package-nonrefundable fee of \$250.00
- ( ) Customized Package-\_\_\_\_\_

#### • PAYMENT

Payment shall be made at the time of first meeting OR in advance of meeting. Advocacy Services Agreement must be signed and fees received before advocacy or consulting services can begin.

Accepted methods of payment: ( ) Cash ( ) Check ( ) Credit Card-plus a 3.5% convenience fee ( ) PayPal-plus a 3% convenience fee

Name of person responsible for the payment of fees:

- CONFIDENTIALITY-Personalized Learning Solutions, LLC agrees to keep all client information and records confidential. Personalized Learning Solutions, LLC is 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 held confidential in adherence to Federal and State Confidentiality requirements. All information provided to Personalized Learning Solutions, LLC by the undersigned will be regarded as strictly confidential and held by Personalized Learning Solutions, LLC in confidence, and shall not be used or disclosed by Personalized Learning Solutions, LLC to any person whatsoever except with prior written permission or as required by law.
- NO LEGAL ADVICE OFFERED-Personalized Learning Solutions, LLC does not offer legal advice. No one employed at Personalized Learning Solutions, LLC is a lawyer, practices law, and makes no claim to be an expert in Special Education Law. We have special knowledge about the IEP process and students with disabilities.
- NO GUARANTEED RESULTS-Personalized Learning Solutions, LLC will act on your behalf in a courteous, conscientious, and careful manner at all times to seek solutions that are appropriate for your child. Personalized Learning Solutions, LLC cannot promise or guarantee any specific outcome or result.
- LIABILITY-Personalized Learning Solutions, LLC/Shemica S. Allen's entire liability under this Agreement, if any, for damages relating to this Agreement and/or performance pursuant to this Agreement, whether based on contract or negligence, shall be limited to the amount paid to Personalized Learning Solutions, LLC/Shemica S. Allen pursuant to this Agreement relative to the period of occurrence of events which are the basis of such claims. In no event will Personalized Learning Solutions, LLC/Shemica S. Allen be liable

for any consequential damages arising from or in any way related to this Agreement or performance pursuant to this Agreement.

• **TERMINATION OF AGREEMENT**-You may terminate this Agreement at any time, provided you have paid for all services delivered by Personalized Learning Solutions, LLC. Personalized Learning Solutions, LLC may terminate this Agreement at any time in the event of nonpayment of fees or in the event irreconcilable differences develop.

Signed at \_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_\_20\_\_\_\_.

By the Parent Advocate: \_\_\_\_\_\_

Shemica S. Allen, Special Education Advocate/Educational Consultant of Personalized Learning Solutions, LLC

Signed at \_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_20\_\_\_.

By the Parent/Guardian: \_\_\_\_\_\_