

CLIENT SERVICE AGREEMENT

Today's Date:

Client Name:

Student Name:

Contact Information:

Phone #:

Email:

This agreement is entered into between Sierra Special Education Advocacy ("Advocate") and ("Client"). The Advocate and the Client shall collectively be referred to as the "Parties."

1. SCOPE OF SERVICES

Advocate agrees to provide special education advocacy services to the Client, as follows:

- 1.1. Consultation and Advice: Advocate will explain the special education process, help interpret information and provide guidance regarding student and parent rights. Assist Client in understanding the IEP process and help them actively participate in IEP meetings.
- 1.2. Records Review and Organization: Advocate will review educational records, provide input to help develop an IEP or 504 plan that meets the student's unique needs. **Sierra Special Education Advocacy is not an attorney and will not provide legal advice or services.**
- 1.3. Communication: Advocate will assist with all written communication and documentation related to the student's special education needs and programming.
- 1.4. Meeting Attendance: Advocate will attend meetings with parents to offer support, ensure that the child's needs are being addressed, and advocate for appropriate services. Will help parents ask relevant questions, clarify information and advocate for the child's rights.
- 1.5. Dispute Resolution: If disagreements arise between parents and school districts regarding a child's special education services, the Advocate will provide support by helping parents articulate concerns, navigate the process and work towards a resolution. This includes filing complaints with the school district, the state DOE or the Office of Civil Rights and/or requesting mediation. Sierra Special Education Advocacy does not represent clients in Due Process.

Client agrees to provide the following to the Advocate:

1.6. Access to Information: Copies of all student information relevant to the delivery of special education supports and services including but not limited to educational records, meeting notes, private assessments, complaints filed by the client (district level, state compliance, OCR or due process) any prior mediation agreements and/or settlement agreements and any other relevant communication between the client and the school/district. Client will also provide a signed release for exchange of information between the Advocate and the student's school district and school of attendance. *No original documents will be accepted by the Advocate.

1.7. Meeting Notice: Client will provide Advocate with a minimum of 10 days notice for any meeting where the Advocate's attendance is requested, whether in-person or virtual. This includes but is not limited to IEP/504 meetings, mediation and manifestation determination meetings. Advocate cannot guarantee availability to attend requested meeting but will make every effort to do so when 10 days advanced notice is provided.

2. PAYMENT POLICY

2.1. Fees: A free, one-time, 30-minute consultation will be provided by the Advocate to all interested parties, without obligation. Upon signing of this agreement, the Client agrees to pay the Advocate a fee of \$75 per hour for special education advocacy services provided after that consultation. A free consultation alone does not obligate either party to receive or deliver future services.

2.2. All services rendered will be subject to fees and will be billed in 15-minute increments. Including but not limited to: records review, meeting attendance, phone/video communication, email communication and production of written communication such as meeting notes, letters, emails and complaints. Travel time of 60min each way (120min round trip) for any in-person meeting is included in these services. Any travel time in excess of this will be billed at the standard hourly rate.

2.3. Payment Schedule: A deposit of \$150 will be collected by the Advocate from the Client prior to the delivery of any advocacy services after the initial consultation. The first two (2) hours of services provided will be deducted from that deposit and services will be charged at the rate of \$75 per hour once the initial two hours have been reached.

2.4. If either party terminates this agreement before two hours of service have been provided, the Advocate will refund any unused portion of the deposit to the Client within 15 days of termination.

2.5. Payment for services rendered shall be made within 15 days of receipt of the Advocate's invoice.

2.6. Late Payments: In the event of late payment, Advocate may charge a late fee of \$25 for each month the payment is overdue.

3. CANCELLATION POLICY

3.1. Cancellation by Client: If the Client wishes to cancel or reschedule a scheduled advocacy session, the Client must provide at least 24 hours of notice to Advocate. Failure to provide the required notice may result in the Client being charged \$75 for the scheduled session.

3.2. Cancellation by Advocate: Advocate reserves the right to cancel or reschedule a scheduled session in case of unforeseen circumstances, illness, or emergencies. In such cases, the Advocate will make reasonable efforts to notify the Client as soon as possible and reschedule the session at a mutually convenient time.

4. CONFIDENTIALITY AGREEMENT

4.1. Confidentiality: Advocate agrees to maintain the confidentiality of all information shared by the Client, including but not limited to educational records, personal information, and discussions related to the child's special education services.

4.2. Exceptions: Confidentiality shall not apply in cases where disclosure is required by law, such as reporting suspected child abuse or neglect, or when ordered by a court of law.

4.3. Upon termination or completion of services, all client records whether physical or digital, will be returned to the client OR shredded/deleted by the Advocate at Client's request.

5. TERMINATION OF AGREEMENT

5.1. This Agreement may be terminated by either party with written notice to the other party. The termination shall be effective immediately from the date of written notice.

5.2. Upon termination by either party, Advocate will submit a final invoice for any outstanding fees due to be paid by Client within 15 days of receiving the final invoice. Late fees will be applied after 15 days in the amount of \$10 per week.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada without regard to its conflict of laws principles.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written.

The Parties hereby acknowledge their understanding and acceptance of the terms and conditions contained herein by signing below:

Advocate's Signature: _____ Date:

Bonnie Klein, Sierra Special Education Advocacy

Client's Signature: _____ Date:

Client Name: