

Speak Up for Education Consulting, LLC

Consulting Service Fee Agreement

Effective Date: September 1, 2025

Introduction

This Consulting Service Agreement ("Agreement") is made and entered into by and between **Speak Up for Education Consulting, LLC**, a Wisconsin limited liability company ("Consultant"), and **[Client Name or Family Name]** ("Client").

This Agreement outlines the scope of services provided by the Consultant, the applicable fees, billing practices, and other terms and conditions governing the professional relationship between the Consultant and the Client.

The Consultant, Speak Up for Education Consulting, LLC, is an independent contractor and not an employee of the Client. As such, the Consultant is solely responsible for the payment of all taxes, including but not limited to income tax, self-employment tax, and any other taxes, contributions, or levies required under applicable state and federal law.

The Consultant affirms that Speak Up for Education Consulting, LLC is a properly registered business under Wisconsin state law, and has the necessary licenses and permits to provide the services outlined in this Agreement.

Definitions

Client refers to the individual, parent, guardian, or family member engaging the Consultant's services.

Consultant refers to Speak Up For Education Consulting, LLC.

Services means educational consulting tasks outlined in the Scope of Services section, as applicable to the Client's needs.

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Scope of Services

The Consultant will provide professional educational consulting services to support the Client in navigating educational systems and processes. These services may include but are not limited to:

- Reviewing educational records (IEPs, evaluations, 504 Plans, FBA/BIP, etc.)
- Preparing written input, questions, or summaries
- Attending meetings (IEP, 504, disciplinary, mediation, etc.)
- Advising on educational rights, options, and processes
- Coordinating with schools or service providers as permitted
- Providing training for families
- Creating documentation that supports the implementation of IEPs, BIPs, and 504 Plans

The Consultant provides educational consulting services as described above. All services are **advisory in nature**. The Consultant is not a licensed attorney and does not offer legal advice or legal representation. The Client agrees to consult with a qualified attorney for any legal matters or concerns.

The Client understands and accepts that educational institutions and related entities operate independently and may make decisions that are outside the Consultant's control. The Client assumes full responsibility for implementing any advice or recommendations provided and acknowledges the Consultant cannot be held liable for any outcomes.

Services will be provided within reasonable professional limits. The Consultant reserves the right to decline requests that are beyond the agreed-upon scope, inconsistent with professional ethics, or infeasible within the Consultant's availability or expertise.

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Service Hours and Availability

The Consultant's business hours are:

Monday – Friday, 7:00 AM – 3:30 PM CST.

Weekend or evening availability may be offered on a case-by-case basis and may incur higher fees if applicable.

Important Notice: The Consultant is **not an on-call provider** and cannot offer real-time crisis or emergency support. Services are offered by scheduled appointment and/or asynchronous communication within regular business hours, unless otherwise agreed in advance.

After-Hours Rate: Services performed outside of the Consultant's standard business hours (**Monday–Friday, 7:00 AM – 3:30 PM CST**), including weekends or evenings, may be offered at the Consultant's discretion and will be billed at **1.5 times the applicable standard hourly rate**. The Client will be notified in advance if this rate applies.

Communication

Communication may occur via email, phone, or text, depending on the nature of the services. The Consultant will make reasonable efforts to respond to Client inquiries within **two (2) business days** during standard business hours (Monday–Friday, 7:00 AM – 3:30 PM CST). Response times may vary depending on workload, holidays, or scheduled time off.

Urgent matters should be clearly labeled as such; however, **availability for emergency responses is not guaranteed**. The Consultant is not an on-call service and may not be available outside of normal business hours unless otherwise agreed upon in writing.

Excessive or repeated communication requests—especially outside the scope of services—may be subject to additional fees, or may result in a limitation or discontinuation of services at the Consultant's discretion.

The Client agrees to maintain respectful, professional, and concise communication. The Consultant reserves the right to limit or pause communication if interactions become excessive, inappropriate, or outside the parameters of this Agreement.

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Tier 1: General Educational Consultation Services

Hourly Consultation Fee (Non-Meeting Services):

Rate: **\$30.00 per hour**, billed in 5-minute increments.

Each 5-minute increment: **\$2.50**

This tier applies to services such as:

- Text messages and email correspondence
- Phone consultations
- Research and review of educational documents
- Preparation of documents
- Providing resources and educational materials

Minutes	Fee	Minutes	Fee
0-5	\$2.50	31-35	\$17.50
6-10	\$5.00	36-40	\$20.00
11-15	\$7.50	41-45	\$22.50
16-20	\$10.00	46-50	\$25.00
21-25	\$12.50	51-55	\$27.50
26-30	\$15.00	56-60	\$30.00

After-Hours Rate (Tier 1):

Services provided outside of regular business hours (Monday–Friday, 7:00 AM – 3:30 PM CST), including evenings and weekends, may be billed at **1.5 times** the standard Tier 1 rates. This includes both non-meeting and meeting services.

The Client will be notified in advance if an off-hours rate applies.

Examples:

- A 30-minute meeting that would normally be billed at \$20.00 will be billed at **\$30.00** after hours.
- A 15-minute email and document review session (normally \$7.50) will be billed at **\$11.25** after hours.

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Hourly Consultation Meeting Fee:

Rate: **\$40.00 per hour**, billed in 15-minute increments.

Each 15-minute increment: **\$10.00**

Applicable for attendance at meetings including:

- IEP/504 Plan Initial Evaluations
- Annual Reviews and Revisions
- Reevaluation Meetings
- Functional Behavior Assessments (FBA) / Behavior Intervention Plans (BIP)
- Parent/Teacher/Administrator Meetings
- Transition Planning
- Disciplinary, Suspension, and Manifestation Determination Meetings

Minutes	Fee
0-15	\$10.00
16-30	\$20.00
31-45	\$30.00
46-60	\$40.00

After-Hours Rate (Tier 1):

Services provided outside of regular business hours (Monday–Friday, 7:00 AM – 3:30 PM CST), including evenings and weekends, may be billed at **1.5 times** the standard Tier 1 rates. This includes both non-meeting and meeting services.

The Client will be notified in advance if an off-hours rate applies.

Examples:

- A 30-minute meeting that would normally be billed at \$20.00 will be billed at **\$30.00** after hours.
- A 15-minute email and document review session (normally \$7.50) will be billed at **\$11.25** after hours.

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Tier 2: Advanced Educational Consultation Services

Hourly Consultation Fee (Non-Meeting Services):

Rate: **\$42.00 per hour**, billed in 5-minute increments.

Each 5-minute increment: **\$3.50**

This tier applies to services requiring a higher level of expertise and resources, such as:

- Formal complaints
- Mediation preparation
- Expulsion-related matters
- Advanced research and documentation
- Advanced phone consultations, text messages, and email correspondence
- Advanced research and review of educational documents
- Advanced preparation of documents

Minutes	Fee	Minutes	Fee
0-5	\$3.50	31-35	\$24.50
6-10	\$7.00	36-40	\$28.00
11-15	\$10.50	41-45	\$31.50
16-20	\$14.00	46-50	\$35.00
21-25	\$17.50	51-55	\$38.50
26-30	\$21.00	56-60	\$42.00

After-Hours Rate (Tier 2):

Services conducted outside of regular business hours (Monday–Friday, 7:00 AM – 3:30 PM CST) may be billed at **1.5 times** the standard Tier 2 rates. This applies to all advanced services, whether meeting-based or non-meeting.

Clients will receive notice before such rates are applied.

Examples:

- A 1-hour expulsion hearing (normally \$50.00) will be billed at **\$75.00** after hours.
- A 10-minute advanced consultation task (normally \$7.00) will be billed at **\$10.50** after hours.

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Hourly Consultation Meeting Fee:

Rate: **\$50.00 per hour**, billed in 15-minute increments.

Each 15-minute increment: **\$12.50**

Applicable for meetings involving:

- Mediation
- Expulsion Hearings
- Complaint Hearings and Resolutions

Minutes	Fee
0-15	\$12.50
16-30	\$25.00
31-45	\$37.50
46-60	\$50.00

After-Hours Rate (Tier 2):

Services conducted outside of regular business hours (Monday–Friday, 7:00 AM – 3:30 PM CST) may be billed at **1.5 times** the standard Tier 2 rates. This applies to all advanced services, whether meeting-based or non-meeting.

Clients will receive notice before such rates are applied.

Examples:

- A 1-hour expulsion hearing (normally \$50.00) will be billed at **\$75.00** after hours.
- A 10-minute advanced consultation task (normally \$7.00) will be billed at **\$10.50** after hours.

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Non-Billable Services

The following activities are considered part of the Consultant's standard administrative processes and **will not be billed to the Client**:

- Reviewing, sending and receiving this Agreement or related service agreements
- Sending or receiving consent forms or releases of information
- Scheduling or rescheduling appointments
- Issuing and processing invoices
- Initial contact or inquiry about services (email, phone, or consultation up to **15 minutes** solely for service explanation and intake)

These items are provided at no charge to facilitate clear communication, informed decision-making, and the smooth delivery of services.

Any services beyond these may be billed in accordance with the applicable fee tier.

Note: Invoices will be provided with detailed service logs.

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Billing and Payment Terms

Invoices will be issued on the last calendar day of each month for all services rendered during that month. Payment is due within fourteen (14) days of the invoice date.

Accepted methods of payment include:

- Venmo
- Cash
- Personal or Bank Check

Payments not received within 14 days of the invoice date may be subject to a late fee of \$25.00 or 1.5% of the total invoice amount, whichever is greater, unless prior arrangements have been made in writing. The Client is responsible for ensuring timely payment and notifying the Consultant of any issues that may delay payment. If an invoice remains unpaid for **more than 30 days**, services **may be suspended** until payment is received. The Client agrees to pay all reasonable costs of collection, including attorney's fees, in the event of non-payment.

Each distinct issue or matter addressed by the Consultant is treated as a separate service. If new concerns or topics arise after the initial service begins, they will be treated as new services and billed accordingly. These are not considered a continuation of prior services

Cancellation, Missed Appointments, and Rescheduling Policy

The Consultant values and reserves time specifically for each Client. To avoid scheduling conflicts and to maintain fairness to all clients, the following policy applies:

- The Client must provide **at least 24 hours' notice** to cancel or reschedule any scheduled meeting or consultation.
- Cancellations or rescheduling requests made with less than 24 hours' notice may be subject to a **cancellation fee of \$25.00** or the applicable portion of the scheduled fee, at the Consultant's discretion.
- Missed appointments with **no prior notice** ("no-shows") will be billed in full based on the time reserved.

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First-Time Forgiveness

The Consultant understands that emergencies or scheduling mishaps can occur. As a courtesy, **the first late cancellation or missed appointment will not incur a fee.** This exception applies only once per client or family.

The Consultant reserves the right to waive additional fees in cases of emergency or extenuating circumstances at their sole discretion.

All written notices should be emailed to speakup4education@gmail.com.

Limitation of Liability

The Consultant carries professional liability insurance; however, the Consultant makes no guarantees regarding the outcomes of any educational decisions or actions taken by the Client or educational institutions. The Consultant shall not be held liable for any indirect, incidental, or consequential damages arising from the services provided.

No Guarantee of Outcomes

The Consultant agrees to provide professional educational consulting services to the best of their ability, utilizing their knowledge, expertise, and experience. However, the Client acknowledges that **the Consultant cannot and does not guarantee any specific outcomes** or results from the services provided. All recommendations, advice, and actions taken are intended to assist the Client in making informed decisions, but the final outcome will depend on various factors, including but not limited to decisions made by educational institutions, school districts, and other involved parties.

Indemnification Clause

The Client agrees to indemnify and hold harmless the Consultant, Speak Up for Education Consulting, LLC, from any liability, claims, or damages arising from the Client's use of the Consultant's services, except in cases of Consultant's negligence or willful misconduct.

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Tax Responsibility and Form 1099

The Client agrees to provide the Consultant with Form 1099 for all payments made exceeding \$600 during a calendar year, as required under IRS guidelines. The Consultant will provide their tax identification number (TIN) upon request.

Right to Cancel

In accordance with Wisconsin law, the Client may cancel this Agreement within **three (3) business days** of signing, without penalty.

The cancellation must be submitted in writing to:

Email: speakup4education@gmail.com

Termination of Agreement

Either party may terminate this Agreement at any time by providing written notice. The Client remains responsible for payment of any services rendered prior to the termination date. All written notices should be emailed to speakup4education@gmail.com.

Entire Agreement

This Agreement is governed by the terms and conditions set forth in the main **Consulting Service Agreement** between the Client and the Consultant. In the event of any conflict between the two, the Consulting Service Agreement shall control.

Electronic Signatures

This Agreement may be executed electronically, and such signatures shall be deemed valid and enforceable as originals.

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Acknowledgment

The Client acknowledges that they have been informed of the applicable service tier (Tier 1 or Tier 2) prior to the initiation of services, and agree to the corresponding rates as outlined herein.

This Agreement shall remain in effect for a period of twelve (12) months from the date of signature by both parties, unless terminated earlier in accordance with the terms herein. Upon expiration, this Agreement shall not automatically renew. If continued services are desired, a new Agreement must be signed by both parties prior to any further services being provided.

Both parties agree to comply with all applicable local, state, and federal laws, including those governing independent contractor relationships in Wisconsin.

By signing below, the Client acknowledges receipt of this Agreement and affirms that they have read, understood, and agree to its terms in full.

Client Name (Printed): _____

Client Signature: _____ **Date:** _____

Consultant Name: Jeanette Nowak

Business Name: Speak Up for Education Consulting, LLC

Consultant Signature: _____ **Date:** _____

Consultant Contact Information:

Phone: 414-317-2467

Email: speakup4education@gmail.com

Website: www.speakup4edu.com