

Special Education Advocacy Services Agreement

This contract for services agreement is made and entered into on _____(date)
by and between Susan Horning and _____ (“Client”)
on behalf of Client’s child _____ (“Student”).

This agreement is for the purpose of providing educational advocacy and consultation services in connection with the special education needs for the Client’s child. **Client understands that Susan Horning is not providing legal services or legal advice.**

1. **Services:** Susan Horning will use her best efforts to provide accurate up-to-date information about special education laws and provide strategic planning guidance based on the Student’s special educational needs to assist Client to develop an appropriate educational program for Student. Such assistance may include, but is not limited to: review of records, observation of the educational placement of the Student, communication (phone, fax, email, written) with those individuals/organizations/agencies deemed necessary for the purpose of assisting with Student’s case; prepare for, attend, and advocate for Client and Student at educational (IEP/504) meetings (informal or otherwise), collaborate on the development of Student’s IEP, prepare for and attend mediations and/or due process hearings as required.
2. **Confidentiality:** All information provided to Susan Horning will be regarded as strictly confidential, and shall not be disclosed to any person whatsoever except with prior written permission from Client, or as required by law.
3. **Collaborative Relationship:** Client agrees to cooperate with Susan Horning as required and reasonably necessary to enable Susan Horning to perform the services rendered pursuant to this agreement. Client shall keep Susan Horning fully informed of any and all occurrences or developments that might affect the progress or outcome of the educational matter. *It is the philosophy of Susan Horning to work cooperatively with service providers, District representatives and other authorities within the education system in an effort to establish positive working relationships on behalf of Client and Student and to operate under the principals of collaborative problem solving and management of conflict whenever possible.*
4. **No Guarantee of Outcome:** Susan Horning shall make good faith effort, utilizing her knowledge and expertise, to affect an appropriate result satisfactory to Client. Client agrees and understands that Susan Horning makes no guarantee of any kind on the outcome or results of services provided. Client is solely responsible for agreeing to any and all educational and placement decisions for Student.
5. **Billing and Payment:** An intake-meeting fee of \$__ is due upon signing this Agreement. This fee will cover initial review of Student’s file, report cards, school/outside provider evaluations and all correspondences. Thereafter, all services performed for Client will be billed at a rate of \$__ per hour billed in .1-hour (6 minute) increments. Susan Horning will bill Client for services rendered; all billing is due and payable upon receipt. Fees shall be inclusive of meetings, travel, review of materials, observations, correspondences, research.
6. **Termination:** Either party upon notification of the other may immediately terminate this agreement at any time and for any reason.
7. **Limitation of Liability:** Susan Horning’s entire liability under this Agreement, if any, for damages relating to this Agreement and/or her performance pursuant to this Agreement, whether based on contract or negligence, shall be limited to the amount paid to her pursuant to this Agreement. In no event will Susan Horning be liable for any consequential damages arising from or in any way related to this Agreement or her performance under this Agreement.

Read, Approved and Accepted By:

_____(date)
Client

_____(date)
Susan Horning