

**Educational Consulting Contract** 9.17.18.kk

The Whole Child®, Inc. 2 Maple Ave., PO Box 400 Upton, MA 01568

phone: 508-603-1711 fax: 508-603-1711 [www.thewholechildmatters.org](http://www.thewholechildmatters.org)

**SPECIAL EDUCATION ADVOCACY SERVICES AGREEMENT**

This is a contract for services between consultants of The Whole Child, Inc. and the parties named below (referred to as the “undersigned”).

1. This agreement between consultants of The Whole Child, Inc. and the undersigned is for the purpose of providing educational advocacy and consultation services, as well as accurate up-to-date information about special education laws so the undersigned can make informed decisions. Consultants of The Whole Child, Inc. will use their best efforts to provide the following services:
  - a. Identify the undersigned’s student’s special educational needs
  - b. Help the undersigned work cooperatively with the students’ district representatives and other authorities within the education system to develop and implement special education services for the undersigned’s student
  - c. Provide information to assist the undersigned to become familiar with special education laws and the undersigned’s rights as parents/guardians of a child with special needs
  - d. Collaborate on the development of the undersigned’s student’s Individualized Education Plan (IEP)
  - e. Advocate for the undersigned at meetings requested to be attended by the undersigned
  - f. Inform the undersigned on a regular basis of contacts, phone consultations and/or conferences with the student’s district representative and other authorities within the education system serving the student as well as independent consultants hired either by the school district or by the student’s parents and/or him and herself.
  
2. Consultants of The Whole Child, Inc. are bound by the Standards and Code of Ethics of the Council of Parents, Attorneys and Advocates, which states that all client records and information are held confidential in adherence to Federal and State Confidentiality requirements. (COPAA)  
*It is the philosophy of The Whole Child, Inc. is to work cooperatively with service providers and school team in an effort to establish positive working relationships on behalf of the students, the parent(s) and their community support system and operate under the principals of collaborative problem solving and management of conflict.*
  
3. The Whole Child, Inc. makes no guarantees of any kind that the services provided will improve the undersigned’s situation, and recommends that the undersigned thoroughly research his/her situation before acting on information and advice provided by consultants of The Whole Child, Inc. The improvement of the undersigned’s situation is entirely up to the undersigned’s future actions and decisions to improve his/her own situation.
  
4. All information provided to The Whole Child, Inc. by the undersigned will be regarded as strictly confidential and held by The Whole Child, Inc. in confidence, and shall not be used by The Whole Child, Inc. or disclosed by The Whole Child, Inc. (or any consultant of) to any person whatsoever except with prior written permission or as required by law.
  
5. Either party upon notification of the other may immediately terminate this agreement.
  
6. Consultants of and The Whole Child, Inc.’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 The Whole Child, Inc. pursuant to this Agreement relative to the period of occurrence of events which are the basis of such claims. In no event will The Whole Child, Inc., it’s employees, agents or affiliates, be liable for any consequential damages arising from or in any way related to this Agreement or her performance pursuant to this Agreement.
  
7. We will make every effort to attend to our client’s needs in a timely manner. The Whole Child, Inc., and consultants of, do not agree to cancel meetings/appointments already scheduled with other clients, and cannot guarantee a specific time of response due to multiple variables.
  
8. Rates for services rendered will be billed according to fee schedule on current Collaborative Educational Consulting Services Menu (*attached*). If another arrangement has been agreed upon please describe:

Consultants of The Whole Child, Inc.:  
\_\_\_\_\_  
Sara Guerra, Case Coordinator Date

Undersigned:  
\_\_\_\_\_  
Printed Name / Signature / Date

\_\_\_\_\_  
Kerriann Kimball, M.Ed., Educational Consultant Date

\_\_\_\_\_  
Printed Name / Signature / Date

# The Whole Child, Inc.

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## ***Collaborative Educational Consulting*** Services Menu

### **1. Intake Meeting (one hour): \$75** (due at the time of meeting)

Parents meet with TWC's Educational Case Coordinator to discuss case.

Meeting materials required:

- White 2 inch three ring binder
- Tabs in binder for TWC Intake, Emails, Doctor/specialist letters, evaluations by year (all information already included except TWC intake form.)

Initial recommendations can be given at this meeting based on special education regulations and information provided by parents at this meeting. Full and more comprehensive and case specific recommendations cannot be given until a record review has been completed.

*\* If the evaluations have not yet been completed on the child, TWC may recommend that the parents request an initial evaluation by the school district. TWC Case Coordinator will assist parents in this process at this Intake Meeting, or via phone call/email after consulting with the Advocate.*

### **2A. Comprehensive Record Review (for cases with existing evaluation reports): \$150**

*(Record Review commences upon receipt of payment and usually requires approximately 3-5 hours of Coordinator and/or Advocate's time)*

Case is reviewed by TWC's Special Education Advocacy Case Coordinator and Advocate Including but not limited to:

- Review of evaluations
- Review of education plan
- Case outline is developed, needs for further assessment identified
- Educational plan recommendations developed

### **Case Review Meeting (one hour): \$100** (due at the time of meeting)

Educational Consultant and Case Coordinator meet with parents to review case recommendations and next steps.

\*\*Our Educational Consultants have extensive experience in Special Education regulations. A requirement for our Educational Consultants is that they have worked in the public school as a Special Education team member. We also require FCSN, Wright's Law or COPPA training.

***2 B. INITIAL EVALUATION REVIEW and Eligibility Meeting Preparation (\$150):*** *This cost will be applied to the review of initial evaluation reports by ADVOCATE shortly before the Eligibility Meeting, as well as the advocate's preparation for the meeting based on the information provided in the reports and in regards to Eligibility guidelines. There is often not time for a full Case Review Meeting in the Initial Evaluation scenario because reports are usually shared with the parents just a couple days prior to the meeting, but phone calls or brief consults immediately before the meeting may be included if they can be accommodated. Often in this case, a combination of Record Review and Case Consult is created and the cost of the report review, meeting prep and consult does not exceed \$150.*

\*Steps 1 and 2 are prerequisites for Team Meeting Attendance / Collaboration (over)

### **3. Team Meeting Attendance / Collaboration: \$75 per hour**

Experienced educational consultant advocates for what the child requires to access the curriculum under special education regulation through collaborative conversation with the school. Including but not limited to:

- Attendance at team meetings
- Observation of child at school
- Observation summary report
- Email correspondence and phone consultation
- Travel (beyond a 10 mile radius from TWC)

\*Phone calls/Emails will be billed at a rate of \$25 per 20 minutes.

***20% discount given on steps 2 and 3 for cases regarding children currently enrolled at TWC. Advocacy Intake meeting may be waived in this case if the advocate feels it is not necessary. Case Review Meeting is likely the step where a case for an enrolled TWC child will be started as we have usually already read their reports and discussed concerns with you during our work with you and your child as part of our program.***

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