

The Special Education Services Department of the San Francisco Unified School District has partnered with The Bar Association of San Francisco to offer a new way to resolve complaints with the school district regarding the learning needs of your child.



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Collaborative Conference

Professional facilitators through the Bar Association's Alternative Dispute Resolution Program offer skilled mediation for the prevention and resolution of complaints between parents and school district personnel in a cooperative forum of problem-solving called the "Collaborative Conference".

This process has been shown in other school districts to reduce the level of tension and conflict between parents and district personnel who must work together effectively to advance a child's learning at school.

The San Francisco Unified School District and The Bar Association of San Francisco Partnership to Keep Moving Your Child's Learning Forward




THE BAR ASSOCIATION OF
SAN FRANCISCO



What is the Collaborative Conference?

The 2-hour Collaborative Conference is a no-attorney zone for the confidential discussion of complaints needing resolution. A skilled, experienced facilitator certified in mediation practice and trained in the policies, procedures and law of special education, facilitates the informal meeting. The goal is to create a positive, peaceable approach to finding student-centered resolutions. There is no requirement that parents choose this alternative. The Collaborative Conference is voluntary, optional and completely confidential. Additionally, the content of what is discussed during a Collaborative Conference, including any information exchanged regarding any provided materials, is to remain confidential and shall not be repeated in a future forum.



Who attends the Collaborative Conference?

Parents, educational rights holders, non-legal support persons and school district personnel with the greatest understanding of the child's situation attend the Collaborative Conference. A trained facilitator assists with communication and discussion at the Conference and renders in writing any agreements reached.



Who are the Collaborative Conference Facilitators?

The Bar Association of San Francisco's Panel of Special Education Facilitators (SEF Panel) are certified mediators with the Bar Association's Bay Area Mediation Program who have received 15 hours of specialized training in special education law and the culture of parental and school district relations.

In addition, the facilitators who serve on the SEF Panel have received specific training in the kinds of complaints parents have brought in the special education context and the frustrations, tensions and culture that can bring about difficulties and complaint.



How Do I Request a Collaborative Conference?

If you wish to request a Collaborative Conference, the ADR Program Administrator will assist you with scheduling a date and time for the conference. Please complete all requested information on the consent form, including your availability for scheduling a conference, sign the form, and return it to the Administrator within 48 hours of receipt for the immediate scheduling of a conference. The Administrator will alert The Bar Association of San Francisco of the scheduling request. The Bar Association will schedule a member of the SEF Panel to facilitate a Collaborative Conference between you and the school district as soon as possible. The ADR Program Administrator will alert you and the participating school personnel by phone and email of the scheduled date and time of your conference. If you have any questions, you may contact the ADR Program Administrator, Ricki Jo Scott, at 415-420-9198 or scottr@sfusd.edu.



Scheduling of Collaborative Conferences, Location and Transportation

Collaborative Conferences will be held at:

- Support for Families of Children with Disabilities at 1663 Mission Street, OR
- The Bar Association of San Francisco at 301 Battery Street, OR
- Leola M. Early Education School at 1520 Oakdale Avenue.

Conferences are generally scheduled on Tuesdays and Thursdays, at two possible times:

10:00am-12:00pm and 1:00pm and 3:00pm.
Evening appointments between 4:00pm – 8:00pm may also be arranged upon request.

Use of public transportation, allowing for sufficient time to arrive at the chosen location, is highly encouraged. Interpreters can also be arranged and every effort will be made to allow for childcare services, if necessary.



What happens after the Collaborative Conference?

When the Collaborative Conference is complete, a final written agreement will be prepared by the facilitator and turned in to the ADR Program Administrator. Both you and the participating school personnel will receive a satisfaction survey to provide feedback and evaluation of the conference. You are highly encouraged to submit this survey so that the school district is aware of your experience. Surveys are completed at the end of the Collaborative Conference and collected by the ADR Program Administrator.

Please note that completing the survey is completely optional.

Thank you for your assistance.



Collaborative Conference Final Agreement

Compliance Complaint Case Name and Number: _____

Date Complaint Filed with CDE: _____

Date of Collaborative Conference: _____

Complainant/Parent or Holder of Educational Rights Name: _____

Student Name: _____

SFUSD District Representative: _____

Facilitator Name: _____

<p>Check Which Applies:</p> <p><input type="checkbox"/> The participants have reached a Final Agreement. Complainant agrees to the withdrawal of the Complaint filed with the California Department of Education (“CDE”) and has executed a withdrawal of the Complaint. The Final Agreement has been executed and is attached here.</p> <p><input type="checkbox"/> The participants were unable to reach Final Agreement. The California Department of Education Compliance Complaint referenced above shall proceed.</p>		
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Please read prior to signing: For purposes of implementation and enforcement of this agreement, the participants mutually consent to the disclosure and admissibility of this document.

Parent or Holder of Educational Rights _____ Date _____	On Behalf of SFUSD _____ Date _____
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Collaborative Conference Final Agreement



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SAN FRANCISCO



The participants have reached a Final Agreement. The specific terms of the Agreement are as follows:

Check this box if you are attaching additional pages to this form and identify how many pages are attached: ____ pages.

By their signature, the participants acknowledge that they have voluntarily entered into an enforceable Agreement that resolves all issues incorporated in the above referenced complaint and that this Agreement is to be carried out in its entirety. For purposes of implementation and enforcement of this Agreement, the participants mutually consent that this document may be disclosed.

Parent or Holder of Educational Rights _____	On Behalf of SFUSD _____
Date _____	Date _____

Collaborative Conference Final Agreement

1. Nature of Dispute

Participant initiated a complaint with the California Department of Education (“CDE”) against SFUSD alleging the following: _____.



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Purpose

2.

The purpose of this Agreement is to resolve any and all issues between the participants presented in the above referenced complaint.

3. Mutual Compromise Agreement

In consideration of the promises and concessions made by the other, participants agree on the following terms and conditions:

Check this box if you are attaching additional pages to this form and identify how many pages are attached: ____ pages.

Participants agree this matter is hereby withdrawn. SFUSD shall notify the California Department of Education (“CDE”) this case is resolved and withdrawn by copy of this correspondence to CDE and all participants within two days of today’s date.

4. Release/Waiver of All Claims Raised in Parent’s Complaint

Parent understands that by signing this Agreement, Parent waives and releases the District from all claims that were raised in Parent’s compliance complaint filed with the CDE against the District. Parent understands that he/she will be precluded from raising the resolved claims in a subsequent CDE complaint, or in a due process complaint filed with the Office of Administrative Hearings, unless the District fails to implement this Agreement. This general release does not extend to other claims Parent may have against the District, known or unknown, related to the student’s special education services or implementation of the student’s individualized education program.

5. Conditions of Execution

Each participant agrees that signing of this Agreement is free and voluntary. Each participant agrees that he or she is authorized to sign the Agreement on behalf of the participants for whom he or she signs and binds that participant to the terms of this Agreement.

6. Execution by Counterpart and by Facsimile Transmittal

The participants agree that this Agreement may be executed by facsimile or electronic transmittal and in counterparts and shall be as valid and binding as if all participants signed the same copy.

7. Execution of Other Documents

Each participant to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary to appropriate to give full force and effect to the terms and intent of this Agreement.



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8. Costs and Attorneys' Fees

The participants agree that, other than as otherwise specified, each of the participants shall bear its/their own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in, arising out of, or in any way related to the Complaint and the matters released herein.

9. Entire Agreement

This Agreement contains the entire Agreement between the participants. This Agreement supersedes any and all prior agreements and understandings, written, oral, between the participants. No other promises, Agreements, or statements shall be binding unless signed by the person or entity to be bound. The breaching participant will have thirty (30) days following written notice from another to cure an alleged breach of this Agreement.

10. Non-admission

This Agreement is not, and shall not, be construed as an admission of liability, fault or wrongdoing of any kind by any of the participants hereto. No participant shall be deemed the "prevailing participant" for any purposes related to this Agreement or to the matters resolved therein.

11. Effective Date

This Agreement shall be effective immediately upon signature by all participants.

12. Governing Law

This Agreement is entered into in, and shall be construed and interpreted in accordance with the laws of the State of California and the United States.

13. Severability

If any provision of this Agreement is held to be invalid or unenforceable, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

14. Confidentiality

This Agreement and its terms shall be kept confidential by Parents and District except as with respect to enforcement of this Agreement or as otherwise required by law.

Parent or Holder of Educational Rights _____	On Behalf of SFUSD _____
Date _____	Date _____



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Checklist of what school sites should do prior to requesting or suggesting a Collaborative Conference

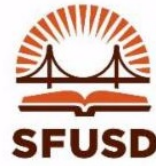
Before requesting or suggesting a Collaborative Conference, there are a few things to attempt in-house that might resolve concerns more quickly, while at the same time strengthening the working relationship between the family and school site.

Below is a recommended order of assisting families:

- ★ Case Manager contacts the family to discuss concerns
- ★ Notify the Principal and (s)he contacts the family to discuss concerns
- ★ Content Specialist is notified and contacts the family to discuss concerns
- ★ Be sure that your Special Education Supervisor is aware of the parent and/or school site's concerns and provide the results of any contact the Case Manager and Principal made with the family
- ★ If the parent has had prior contact with a Family Resource Specialist from the CAC, Support for Families or the district Ombudsperson, suggest parents contact them for support and the Case Manager may reach out to them as well

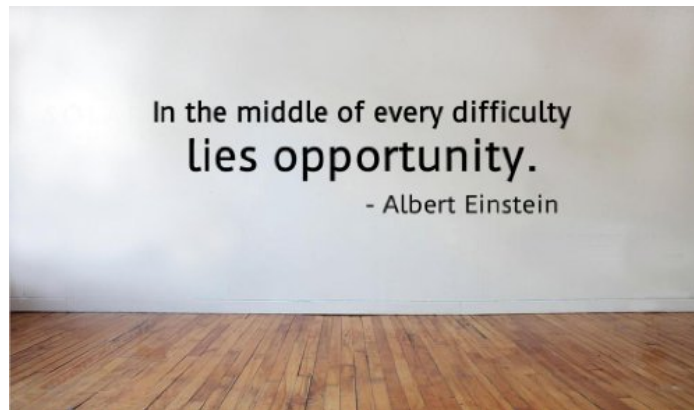


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Communication Strategies Program at SFUSD

Do you have a challenging family who you struggle to connect with?
Do you wish parents could hear what you really mean in IEP meetings?
Get confidential coaching to improve your communication skills.



Communication Strategies is available to all SFUSD staff!

The Communication Strategies Program for SFUSD is a collaboration between the Special Education Services Department and The Bar Association of San Francisco's ADR program.

We have certified mediators through our Alternative Dispute Resolution (ADR) program available to help district staff become better, stronger communicators when working with students receiving special education services. The Communication Strategists, or Facilitators, will guide district personnel toward the best approach and ways of communicating with distressed parents to encourage the resolution of complaints. The Facilitators are available to connect with SFUSD staff up to two hours each week of the school year.

How do I sign up?

Please complete this [google form](#).
I will receive sign-ups daily and will contact The Bar Association of SF.
They will assign a Facilitator.
The Facilitator will reach out to the district staff who made the request.

Additional information in our brochure, [here](#)

Any questions, please contact Ricki Jo Scott
scottr@sfusd.edu or 415-420-9198





The Communications Strategies Program for District Personnel is a collaboration between the Special Education Department of the San Francisco Unified School District and The Bar Association of San Francisco's Alternative Dispute Resolution Program.

Its goal is to bring effective communication strategies to district supervisors and school district personnel for the prevention and resolution of complaints related to services of special education students.

Facilitating better approaches to working with parents in distress regarding the learning needs of their child, and problem solving in an effective way through better communication, is the purpose of this program.



The San Francisco Unified School District and The Bar Association of San Francisco's

Communications Strategies Program for District Personnel





Why engage in the Communications Strategies Program?

The value of this program is that certified facilitators, who are adept at managing people in all conditions and under all circumstances, are skilled communicators who possess negotiation and resolution skills.

These elements, facilitation, negotiation and resolution, are necessary and indispensable skills for successful dispute resolution and allow for direction, clarity, and opportunities for resolution.

Communication strategists guide district personnel towards the best approaches and ways of communicating with distressed parents to encourage the resolution of complaints.

Finding mutually agreed upon, child-centered solutions, through effective, trust-building communications will ultimately help to repair the relationship between parents and the school district and engender a positive approach to keeping a child's progress and learning moving forward.



How Does It Work?

The Communications Strategies Coaching Program will provide as needed, on a weekly basis, up to two-hours of consultation from professional Bar Association facilitators, trained in special education processes and parent-teacher-specialist relationships to counsel school district supervisors on communication and resolution strategies for complaints.

There will be a rotation of an on-call facilitator to be available every week of the school year.



How Do I Request a Communications Strategy Session?

Contact the SFUSD ADR Program Administrator if you are interested to speak with the available communications strategy facilitator regarding a complaint, including CDE complaints.

The Administrator will alert The Bar Association of San Francisco of the scheduling request and confirm the date and time of your phone consultation by email/phone.

If you have any questions, you may contact the ADR Program Administrator, Ricki Jo Scott, at 415-420-9198 or scottr@sfusd.edu.



The Long-Term Goal

It is hoped that weekly, on-call consultancy with certified facilitators for school district supervisors and personnel on the communication strategies best suited to fairly and constructively respond to a given complaint will help to improve the communication strategies used overall between parents and the school district and shape constructive communications going forward when differences arise.



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STIPULATION REGARDING CONFIDENTIALITY

IT IS HEREBY STIPULATED AND AGREED by and between the participants below that:

Parent/Guardian _____

Parent _____

District Personnel _____

District Personnel _____

District Personnel _____

Additional attendee _____

Additional attendee _____

Additional attendee _____

All communications during the collaborative conference and collaborative conference consultation shall remain confidential pursuant to mediations under California Evidence Code §§ 1115-1128. Evidence Code § 1119 provides as follows:

§ 1119 Written or oral communication during mediation process; admissibility

Except as otherwise provided in this chapter:

(a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration,

administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation **shall remain confidential.**

This collaborative conference process is to be considered resolution negotiations for the purpose of all state and federal rules protecting disclosures made during such process from later discovery and/or use in evidence.

Without the consent of all persons who participated in the collaborative conference, anything said or any document prepared during the collaborative conference is not admissible in evidence, or subject to discovery and shall not be compelled, in any civil action, administrative adjudication or other noncriminal proceeding in which testimony can be compelled.

The participants in a collaborative conference agree not to call the facilitator to testify or obtain his notes concerning the collaborative conference or collaborative conference consultation, for any civil action, administrative adjudication or other noncriminal proceeding. Any files or notes created or maintained by the Facilitator are solely for the Facilitator's use and shall be destroyed following termination of the collaborative conference.

ANY WRITTEN SETTLEMENT AGREEMENT PREPARED DURING OR AT THE CONCLUSION OF THE COLLABORATIVE CONFERENCE IS SUBJECT TO DISCLOSURE, BINDING, ENFORCEABLE, AND ADMISSIBLE to prove the existence of and/or to enforce the agreement under California Code of Civil Procedure §664.6, if applicable, or otherwise.

The facilitator is serving as a neutral intermediary and settlement facilitator and may not act as an advocate for any party. THE FACILITATOR'S STATEMENTS DO NOT CONSTITUTE LEGAL ADVICE TO ANY PARTY. Accordingly, the participants are strongly encouraged to seek legal advice from their own counsel. If the facilitator assists in preparing a settlement agreement, each participant is advised to have the agreement independently reviewed by their own counsel before executing the agreement.

The participants agree the Facilitator will have no liability for any act or admission in connection with or arising out of the collaborative conference, regardless of the outcome of the collaborative conference.

DATED: _____, and signed by persons whose signatures appear below.

FACILITATOR: _____

PARTICIPANTS:

Printed Name and Title	Signature
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Printed Name and Title	Signature
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Printed Name and Title	Signature
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Printed Name and Title	Signature
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Printed Name and Title	Signature
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Support Persons and the Alternative Dispute Resolution Collaborative Conference at SFUSD

SFUSD allows for persons to support families during the Collaborative Conference who do not act as advocates or educational consultants, or any other title of the role of which is to advocate during the Alternative Dispute Resolution (ADR) meeting. The support person may be present to be there emotionally for the parent in the process, be another listener to the information shared and/or help clarify for the parent any confusing information. The support person is not a person who speaks on behalf of the parent, represents the interests of the parent, advocates for a point of view for the parent or otherwise engages in a manner that dominates, controls or usurps the voice of the parent.

Support persons can assist the families they work with by improving their own ability to participate in IEP Team meetings and by assisting parents to strengthen their problem solving skills, organize and communicate the important information they have about their child, as well as foster trust between school personnel and parents.

If you have any questions regarding support persons and the ADR Collaborative Conference at SFUSD, please contact Ricki Jo Scott at scottr@sfusd.edu or 415-928-9839.



Collaborative Conference Final Agreement

USE this template for non-filed concerns including, but not limited to:

- Placement disputes
- Unsigned annual IEPs
- Disputes over parental consent to reevaluations

Collaborative Conference Number: _____

Date: _____

Parent/Guardian or Holder of Educational Rights Name:

Student Name: _____

SFUSD District Representative: _____

Facilitator Name: _____

Check Which Applies:

- The Participants have reached a Final Agreement.
- The Participants were unable to reach Final Agreement.



The _____ participants have reached a Final Agreement. The specific terms of the Agreement are as follows:

Check this box if you are attaching additional pages to this form and identify how many pages are attached: _____ pages.

By their signature, the participants acknowledge that they have voluntarily entered into an enforceable Agreement that resolves all issues incorporated in the above referenced conference and that this Agreement is to be carried out in its entirety. For purposes of implementation and enforcement of this Agreement, the participants mutually consent to the disclosure and admissibility of this written Agreement.

Parent or Holder of Educational Rights _____	On Behalf of SFUSD _____
Date _____	Date _____



Collaborative Conference Final Agreement

USE this template for non-filed concerns including, but not limited to:

- Compensatory education claims/no CDE or DP complaint filed

Case Name and Number: _____

Date: _____

Parent/Guardian or Holder of Educational Rights Name: _____

Student Name: _____

SFUSD District Representative: _____

Facilitator Name: _____

<p>Check Which Applies:</p> <p><input type="checkbox"/> The Participants have reached a Final Agreement.</p> <p><input type="checkbox"/> The Participants were unable to reach Final Agreement.</p>	
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Please read prior to signing: For purposes of implementation and enforcement of this agreement, the participants mutually consent to the disclosure and admissibility of this document.

<p>Parent or Holder of Educational Rights</p> <p>_____</p> <p>Date</p> <p>_____</p>	<p>On Behalf of SFUSD</p> <p>_____</p> <p>Date</p> <p>_____</p>
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Collaborative Conference Final Agreement

USE this template for non-filed concerns including, but not limited to:



- Compensatory education claims/no CDE or DP complaint filed

1. Nature of Dispute:

_____.

2. Purpose

The purpose of this Agreement is to resolve any and all issues between the participants presented in the above referenced complaint.

3. Mutual Compromise Agreement

In consideration of the promises and concessions made by the other, participants agree on the following terms and conditions:

- Check this box if you are attaching additional pages to this form and identify how many pages are attached: ____ pages.

4. Release/Waiver of All Claims Raised in Parent’s Complaint

Parent understands that by signing this Agreement, Parent will be precluded from raising the resolved claims in a compliance complaint filed with the California Department of Education, or in a due process complaint filed with the Office of Administrative Hearings, unless the District fails to implement this Agreement. This general release does not extend to other claims Parent may have against the District, known or unknown, related to the student’s special education services or implementation of the student’s individualized education program.

5. Conditions of Execution

Each participant agrees that signing of this Agreement is free and voluntary. Each participant agrees that he or she is authorized to sign the Agreement on behalf of



the _____ participant for whom he or she signs and binds that participant to the terms of this Agreement.

6. Execution by Counterpart and by Facsimile Transmittal

The participants agree that this Agreement may be executed by facsimile or electronic transmittal and in counterparts and shall be as valid and binding as if all participants signed the same copy.

7. Execution of Other Documents

Each participant to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary to appropriate to give full force and effect to the terms and intent of this Agreement.

8. Costs and Attorneys' Fees

The participants agree that, other than as otherwise specified, each of the participants shall bear its/their own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in, arising out of, or in any way related to the Complaint and the matters released herein.

9. Entire Agreement

This Agreement contains the entire Agreement between the participants. This Agreement supersedes any and all prior agreements and understandings, written, oral, between the participants. No other promises, Agreements, or statements shall be binding unless signed by the person or entity to be bound. The breaching participant will have thirty (30) days following written notice from another to cure an alleged breach of this Agreement.

10. Non-admission

This Agreement is not, and shall not, be construed as an admission of liability, fault or wrongdoing of any kind by any of the participants hereto. No participant shall be deemed the "prevailing participant" for any purposes related to this Agreement or to the matters resolved therein.



THE BAR ASSOCIATION OF
SAN FRANCISCO



11. Effective Date

This Agreement shall be effective immediately upon signature by all participants.

12. Governing Law

This Agreement is entered into in, and shall be construed and interpreted in accordance with the laws of the State of California and the United States.

13. Severability

If any provision of this Agreement is held to be invalid or unenforceable, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

14. Confidentiality

This Agreement and its terms shall be kept confidential by Parents or Educational Rights Holder and District except as with respect to enforcement of this Agreement or as otherwise required by law.

Parent or Holder of Educational Rights _____	On Behalf of SFUSD _____
Date _____	Date _____



Withdrawal of CDE Compliance Complaint

Student's Name: _____

Student's Date of Birth: ____/____/____

Parent/Legal Guardian's Name(s): _____

I/we withdraw compliance complaint number _____ which I/we filed with the California Department of Education on _____. I/we withdraw our complaint because a mutual agreement has been reached to satisfy the complaint through a facilitated conference with the San Francisco Unified School District. Facilitation was provided through The Bar Association of San Francisco's Mediation Services Program.

I/we understand that upon receipt of this withdrawal, the California Department of Education will close its investigation file in this matter and will consider the compliance complaint fully resolved.

Signature

Indicate relationship to student: parent legal guardian

Date _____

Signature

Indicate relationship to student: parent legal guardian

Date _____