

Board Office Use: Legislative File Info.	
File ID Number	19-0986
Introduction Date	06/05/2019
Enactment Number	19-0885
Enactment Date	06/05/2019



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
SONDRA AGUILERA

Board Meeting Date 06/05/2019

Subject Professional Service Contract

Contractor: Nina Meierding of Bainbridge Island, WA

Services for: 975-Special Education Department

Action Requested and Recommendation Ratification by the Board of Education of a Professional Services Contract between the District and Nina Meierding, Bainbridge Island, WA, for the latter to provide: dealing with high emotion and productive IEP meetings, include a piece on cross cultural differences in communication, or how to deal with impasse, or power imbalances, or how people have different perceptions of reality which are difficult to change. (The last one was very popular at the annual California ADR conference.) for the period of 03/15/2019 through 06/30/2019 in an amount not to exceed \$5,000.00.

Background Our Team needs to have more training in regards to handling an IEP with high emotions.
(Why do we need these services. Why have you selected this vendor?)

Competitively Bid Was this contract competitively bid? Yes No
If No, List Bid Exception: Professional Services Agreement under \$90.2K

Fiscal Impact Funding Resource name(s) (detailed below) not to exceed \$5,000.00.

Resource Name(s) \$5,000.00 Title 2-a Teacher Quality

Attachments: Professional Services Contract including Scope of Work

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2018-2019

This Agreement is entered into between Nina Meierding (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this Agreement shall be from 03/15/2019 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$92,600.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$92,600.00, whichever is later) to 06/30/2019. The work shall be completed no later than 06/30/2019.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Five Thousand Dollars and 00/100 Dollars (\$5,000.00) [per fiscal year], at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: She cannot exceed the amount that was set aside for the visit.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **CONTRACTOR Qualifications / Performance of Services:**
 1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
 2. **Standard of Care:** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

- ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
- 3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
- 7. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 8. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: NEENA BHATHAL
 Site /Dept.: 975-Special Education Department
 Address: 1011 Union Street
Oakland, CA 94607
 Phone: 5108798027
 Email: Neena.Bhathal@ousd.org

CONTRACTOR:

Name: Nina Meierding
 Title: Owner
 Address: 11730 Kallgren Rd NE
Bainbridge Island, WA 98110
 Phone: 206-780-8487
 Email: nina@meierding.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

- 9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
 - 10. **Insurance:**
 - 1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
 - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
- OR**
- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
13. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

14. **Termination:**

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.
2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this Agreement by the CONTRACTOR; or
 - ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
 - iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

16. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate CONTRACTOR and CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

18. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
19. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>).
22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

- 30. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 31. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 32. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 33. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 34. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 36. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Sonja Aguilera

03/25/2019

President, Board of Education

Date

Superintendent

Chief or Deputy Chief

Debra W. Brown

6/9/2019 12:00:00 AM

Secretary, Board of Education

Date

CONTRACTOR

Nina Meierding

04/29/2019

Contractor Signature

Date

Nina Meierding, Owner

Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See Attached Scope of Work

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

For our department staff to better address the needs of families during contentious and complex IEP meetings, with the longterm goal of reducing our reliance on legal support to resolve areas of dispute and disagreement. This is needed because our instructional coaches have received no formal professional development in this area, and it is a core function of their jobs to facilitate IEPs and participate in dispute resolution. The scope of work is leading a professional learning session that includes processes and techniques to implement when engaging with a parent who is contentious or has ongoing disagreement with the school district. This will include direct instruction and role plays of scenarios to better prepare our coaches for such meetings in the future.

3. **Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):**

Please select:

Central - No CS!

- Action Item included in Board Approved SPSA** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.

Productive IEP Meetings

Maximizing Collaboration and Managing Difficult Conversations

Nina Meierding, MS, JD
Negotiation and Mediation Training Services
Bainbridge Island, Washington
nina@meierding.com
www.mediate.com/ninameierding

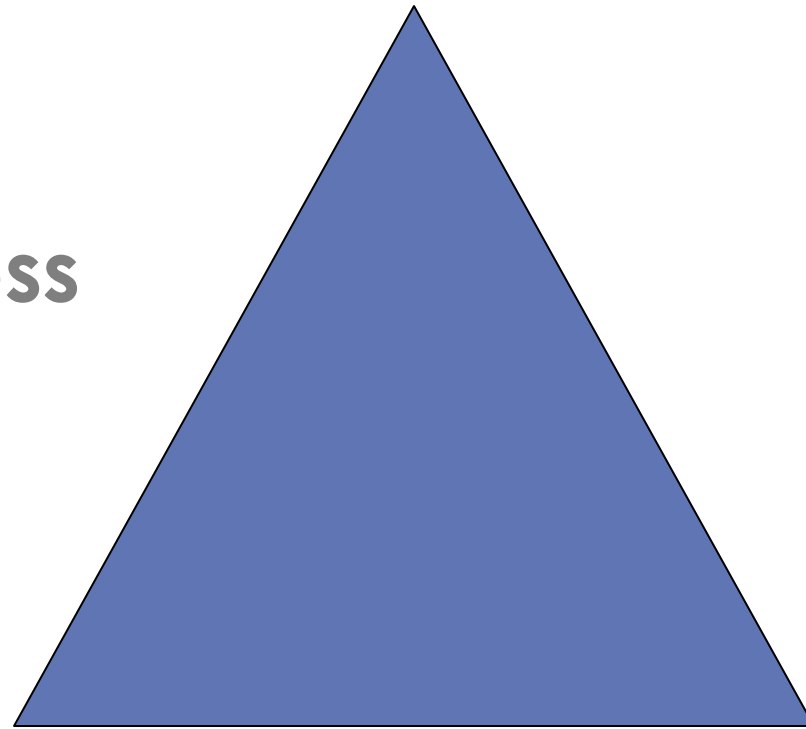
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With special appreciation to the the Wisconsin Special Education Mediation System for the use of their materials in portions of this PowerPoint. (www.wsems.us)

Secrets to Satisfaction

Process

Product

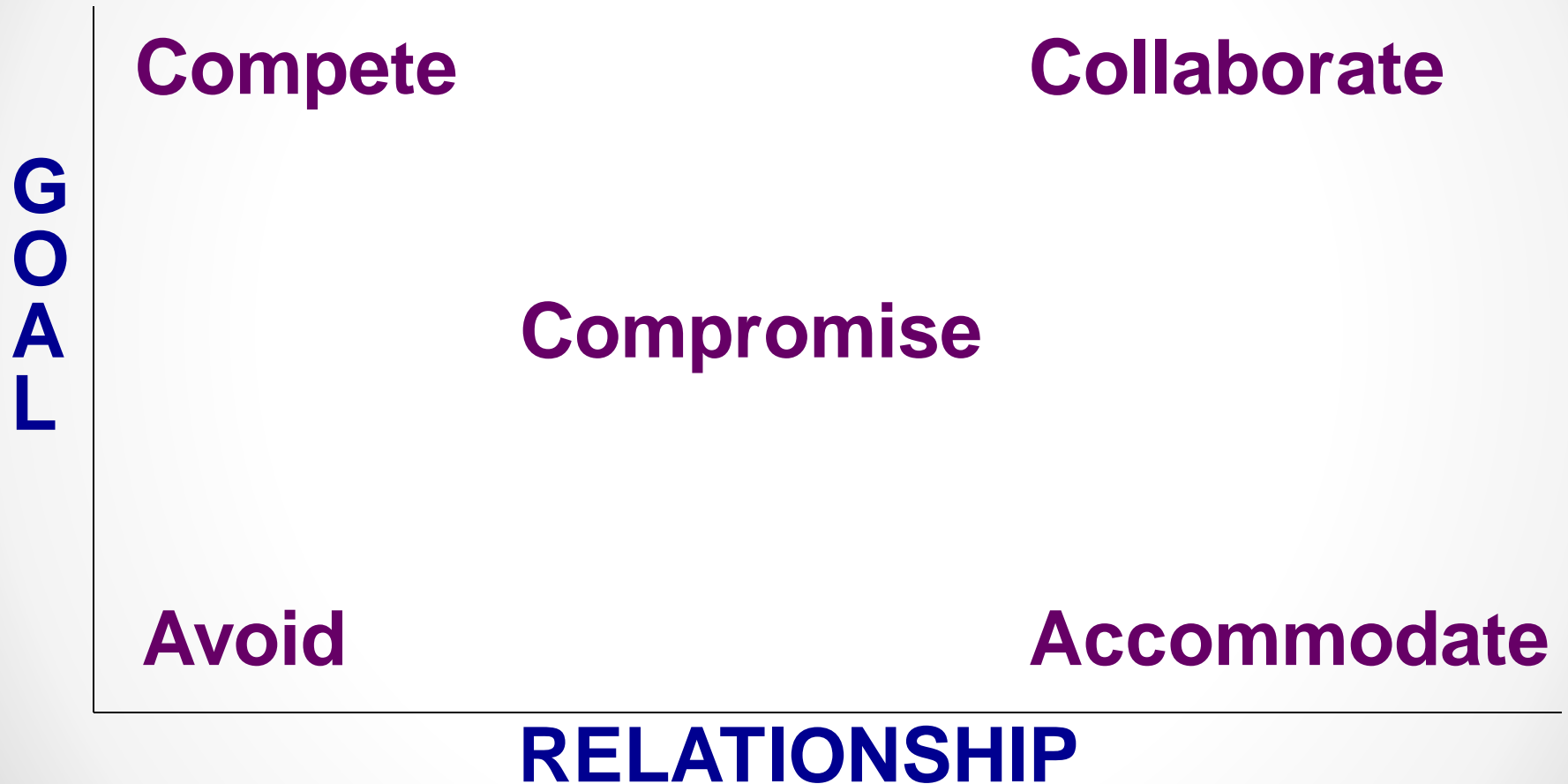


Personal

Satisfaction increases the chance of durability



CONFLICT RESOLUTION GRID



Thomas Kilmann Conflict Resolution Model

Understanding Collaboration



Limited expectations produce limited results.

Create a positive, creative process.

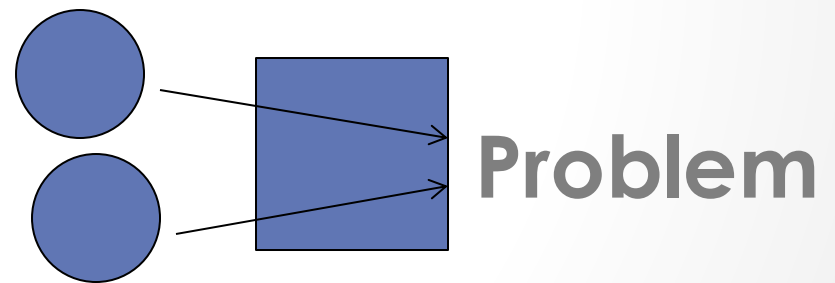
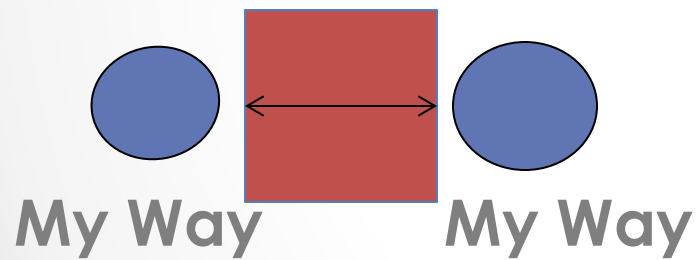
Focusing on “compromise” creates an atmosphere of giving up and people will usually become more competitive.

Create a team atmosphere.

Focusing on positions creates resistance.

Find out motivations and interests.

Move beyond positions.



ISSUE

(factual, concrete, definable, debatable, arguable)



POSITION

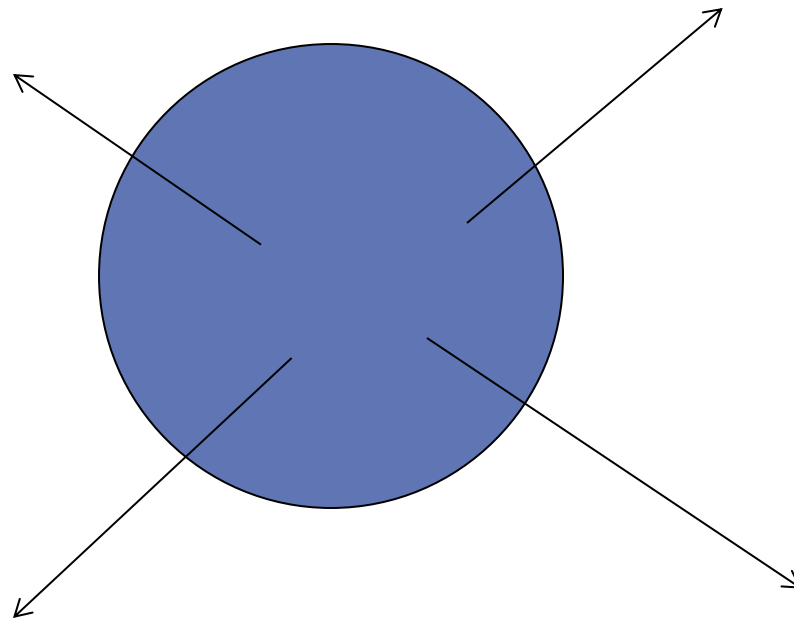
POSITION

go below the line to find

INTERESTS

(feelings, drives, needs, motivations, emotions, beliefs)

Expanding the “pie”



Increase your options by being creative!

Working in Teams



Dynamics of Teams

Pros

Coordinated teams = better agreements

Diverse teams = better agreements

More people to analyze information

More potential to creatively craft solutions

Trading off/dealing with tactics

Breaking tasks into component parts

Extra memory

Parallel data processing

Pros

Using different cognitive styles

Multiple listeners and multiple observers

Access to information from the outside -
collective network

Multiple opportunities to rely on outside
relationships/rapport

Group rather than individual responsibility
– less pressure

Moral support from the group

Cons

Free rider problems (disengaged participants)

Facts focused – not as much interest based

Mixed motives – especially if different constituencies

Takes time away from other tasks

Support teams may be necessary

Less accountability - more anonymous

- Takes more time

Cons

Sometimes difficult to coordinate people, schedules, and away from the table tasks

Fracture, disinterest can occur

Team dynamics/alliances can become personal

Disagreement over strategy and process

Needs an internal decision-making process in place

The Four Steps in Working with High Emotion

Step One

Assess Your Own Comfort Level

How comfortable are you with the expression of emotions?

Are some emotions more acceptable to you (such as sadness or happiness), but others more difficult (anger or frustration)?

Why are certain emotions easier for you to handle? Why are others more difficult?



How are you personally impacted when emotions are expressed? Do you feel empathy (understanding of the situation) or sympathy (feeling their pain)?

How much of your comfort level in meetings is impacted by your comfortable level outside that meeting?

If you are uncomfortable with the expression of certain types of emotions, how does it impact your work?

Step Two

Analyze Whether Productive Conversation is Possible

Have the emotions “hijacked the amygdalae” so that cognitive processing and executive functioning are not possible and therefore good decisions will not occur?

If so, is the current timing of the conversation absolutely crucial or can you take a break?



Step Three

Can the Environment Be Changed to Lower the Level of Emotionality?

Where is the conversation occurring? Is the location causing the emotionality?

Should the conversation occur via phone? Email?

Who is present and is the emotionality due to the presence of that person?



How long has the conversation been going on?

Has decision fatigue set in?

Is someone feeling coerced?

What is the subject matter of the conversation?

Is that creating the emotionality?

What other contributing factors are there?

Step Four

Strategies in Meetings When There Is High Emotion (Anger)

Are you able to tell what is the cause of the anger?

Fear

Need for control

Righteousness

Self Image / Self Esteem

Frustration

Lack of Communication

Misery / Sadness / Unhappiness

You can communicate that you understand how strongly someone feels about an issue without agreeing with them about the correctness of their position.

However, be careful with your choice of words as people hear what they want to hear, what they need to hear, or what they fear to hear.



Ask questions to seek answers

Do not say, “Why are you so angry?”

Do not say, “ I know how you feel.”

Do say, “Tell me what specifically is causing you to be angry right now?”

Do say, “How are you feeling about this meeting/ this day/this topic?”

Do say, “ What needs to change in order for you to move forward?” (not be angry about this)

Stop anger if it is not constructive and has become destructive.

“What you are saying is obviously very important and I really want to fully understand your thoughts.” (*What is important to you is important to me.*)

“It is difficult for me to truly listen to you because of the (loudness of your voice, aggressive tone, angry accusations).”

“Let’s try to have our conversation a different way.”

Address the “unstated” issues below the anger.

Work with people to deal with the real interests below the anger (solution related) rather than just the symptoms of anger itself.

For example, if a parent's anger is due to fear that their son will not have adequate supervision without a one-to-one aide, and could therefore be hurt, address the safety issue.

When emotions are expressed you can:

Ignore

Manage with guidelines

Encourage

Actively seek out additional emotions that are not being expressed

the
your own comfort level.

Your intervention should be structured according to the needs of the people in the room, your ability to be effective and create a safe environment, and your own comfort level.

Help the person choose his or her own
“battles.”

If anger is constant throughout the conversation, the anger may lose credibility. An “angry person” is not listened to the same way as a calm person who gets angry about something important.

Will the expression of anger show their assertiveness on a particular issue or is there a different way to express what they want that would be more effective?

Self Care

Realize that when people are expressing anger they may not be angry with YOU specifically. You can be a target because you happen to be there, but you may not be the cause.

Be aware of reactive devaluation. Depersonalize!

Recognize the “triggers” for your own emotions.

“Put your jeans on” when you leave work.

“Let it go.” Do not relive bad experiences. You probably can't change the other person, but you can control whether that person controls your health.



HALT

Do not engage in conflict when you are

Hungry, not Hydrated, Hurting

Angry, Annoyed, Alienated

Lacking control over your emotions, Liquored up,
Lonely

Testy, Tired, Tempted to retaliate

How to Conduct Friendly and Productive IEP Meetings

Four Areas to Build Success

People

Process: Preparation, Arrival, and Meeting

Outcome

Follow-through



People

Building trust and a good relationship between parent, student, and district is very important in conducting a productive IEP meeting.

Think about who would be most helpful in building a connection or who already has a relationship with the family and/or student.

Have people attend who have a real knowledge of the student, the programs, the opportunities and the data.

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“The most help during the IEP was personnel there who could answer my questions. They knew the content of courses and could explain their significance in the big scheme of my child's education.”

“It was so nice to have my child's teacher there because she is the one person who I feel I can talk to.”

“There was no one that I could connect with – all the professionals took over.”



Bringing People Together

Encourage the student to attend the meeting.

Be aware of language and special needs of parents and the student prior to meeting.

Use positive language and tone, especially when the student is present.

Make sure that comments are directed to the student, not just about the student, if he/she is present.



“In front of my child, the IEP teacher said that my child is far behind academically and that her reading is at a second grade level. The teacher said that she can’t teach my daughter new skills. My 16-year-old exploded into crying and refused to come back to the meeting.”

“During the IEP meeting, the teacher explained to my child, in terms he understood, the progress he has made and also talked to him about goals and objectives so that he’ll know what he is going to be working on during the coming year.”

Understanding the Conflict

Provide practical skill development in:

Understanding sources of conflict

Effective communication techniques – both in listening and speaking

Problem-solving techniques

How to manage high stress and difficult situations

Refer to videos/webinars/ manuals /resources on the WSEMS website.

• Resource: <http://www.wsems.us> •

“Things heated up pretty quickly and no one at the meeting was really prepared to deal with it. We need more expertise in how to deal with conflict itself.”

“Parents need to feel safe and heard. Sometimes when the power or aggressiveness of one parent is strong it can be very uncomfortable. All professionals need some training in dealing with difficult conversations.”

“I have knowledge in special education – I do not have knowledge in dealing with highly emotional or difficult situations. That knowledge would have helped me!”

Process - Preparation

The Beginning Impacts the End

Establishing a positive relationship in the beginning of the parent/district relationship is essential. Make a special effort to reach out if the student or family is new to the district.

Separate people from the problem/disagreement.

Focus on interests, not positions.

Treat everyone with respect.

Stay focused on the student throughout the process.



Prior to the Meeting

Be prepared.

Prepare a draft agenda and ask for staff and parents' input. Give them sufficient time to respond.

Consider sending a form to staff and parents asking for ideas about the meeting.

Consider sending parents a questionnaire (concerns, strengths, thoughts) to better understand their potential issues.

The case manager can contact IEP team members to go over logistics (agenda, location, date & time, accommodations needed).

-

The IEP invitation should list all the people who will be attending the meeting.

The parents should notify the district also if they plan to bring someone with them.

If a team member is not able to attend, the district must notify the parent and give them an option to re-schedule the IEP meeting if the parent would like the person there.



The case manager should stress to the parents, student and staff how important their presence will be at the meeting.

If the parents have never seen an IEP form, offer to send them a blank IEP form.

It may be helpful to share a draft IEP in advance (if available) with all IEP team members.

Express to all members of the IEP team that everyone's input is essential to fully develop the IEP. A draft IEP is a working document.

In order for everyone to be prepared, districts and parents are encouraged to share IEP-related reports before the meeting.

Reports should be read by all team members before the meeting whenever possible.

Consider a short informal meeting with the parents before the IEP meeting to go over new data and recent test results.

Have a copy of the current IEP for reference – make sure the parent has a copy.

Survey

55% indicated that they had been given a least a month's notice of the IEP meeting.

76% said they were asked to suggest convenient times and dates.

65% stated they were asked if there was anything special about their child's academic or functional performance that they would like to discuss at the meeting.

"I appreciated that the district contacted me prior to the meeting and really stressed that I was an important part of the team. It felt like they really wanted my input."

“We did not receive timely information as to who would be at the meeting. The district brought a therapist that we did not know about.”

“We received written notification that several staff that worked with our child were going to be present at the IEP. In actuality, only the lead special-education teacher was present. This was misleading in our opinion.”

“I was notified about the IEP meeting the day before.”

“We have never finished a meeting in the time allotted. It would be very helpful to have team meetings in advance of the actual IEP meetings to begin developing the present level and goals, so we are not always forced to have another meeting, which inevitably is not a good time for us.”

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“By far the most helpful thing has been to meet with teachers and providers ahead of time so we are not bogged down with minutiae and can focus on longer term goals and broader perspective.”

“I felt the district already had the entire IEP written in their heads before I got there.”

“I always ask for a brief meeting and an IEP draft before the meeting to kind of “pre-plan.” Staff is usually willing to do this, but wouldn't if I didn't ask.”

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Creating a Positive Environment

Insure comfortable waiting area and meeting space.

Provide easy access to restrooms, outside area, and a space for the parents (and their advocate, if they have one) to take a break or have private conversations.

Have pens, paper, tissues, and water in the room.

Create seating arrangement that is customized to the particular situation (relaxed/formal, location of specific personnel and parents, etc.)



First Impressions

Promptly meet parents in the school office and introduce yourself.

Once inside the room, go around the table and have everyone introduce themselves and their roles on the team.

If members of the team are not all familiar with each other, have name cards (easier to read than name tags).



Survey

According to the 2014 Wisconsin parent survey, only 21% were met and welcomed outside of the meeting room by the district.

Less than 6% of parents were provided water in the meeting.

Some parents indicated that the first time they met some of the district personnel was sitting across the table in the meeting.

Beginning the Meeting

The case manager should summarize the goals at the beginning of the meeting.

Focus on the student's educational needs.

Refer to the agenda for time frames, as well as reinforcing commitment to attend entire meeting.

State that a second meeting can be scheduled if unable to finish everything in one meeting.

Write down non-IEP-related issues for discussion at another time (large whiteboard or easel).



Guidelines can be developed as a group, or the case manager can share suggested rules for the meeting.

Some possible ideas are:

Stress that everyone's ideas will be respected.

Everyone will have a chance to speak.

Plain language will be used.

Put phones on vibrate or silent.

Have a clock on the wall so everyone can see it clearly.

Communication at the Meeting

The case manager should:

Start with open-ended questions.

Balance “talk time” of district and parents, even though there may be more district personnel.

Record the discussion points/options/agreements/disagreements. Have a scribe so that the case manager can focus on the parents and not be writing notes.

Survey

“The district had so many people there that I felt I had very little time to talk. They were nice to me, but I felt as though I hardly got to say anything.”

“We appreciated it when we were asked to speak early in the IEP meeting about our concerns and new goals without having to demand to do so.”



“The parent used the IEP meeting as an opportunity to vent about the district. We didn’t talk about the IEP itself until two hours into our meeting.”

“I appreciate that the case manager kept the meeting focused on the goals.”

“Higher level personnel who did not know my child seemed to be making the decisions. The teacher, who was the most knowledgeable, did not seem to have much power.”



Working Together at the Meeting

Participatory Exercise at IEP Meeting

Put up two sheets of flip chart paper with one sheet titled “Strengths” and one sheet titled “Challenges.”

Starting with “Strengths,” ask each participant to identify one or two of the student's strengths as a learner and then go around again and list “Challenges.”

Participants then review the lists and indicate how the data informs them about the student.

This should be a quick, introductory activity to focus on the student and show a balance between strengths and challenges.

Survey

“It was nice that the district talked about my child’s strengths, as well as his challenges. It made feel that my child was a student – not a problem.”

“Our IEP meeting was a positive experience. We were in a half circle facing white pads on easels. The strengths of my son were listed in big bright colors. True strengths, not just what he enjoyed doing. This set the tone for the entire meeting. They saw him for who he was, and not for the challenges he had. This also allowed the team to focus on how to best use those strengths to problem-solve other areas of concern. The chairs facing the boards also felt to me that the entire team were focused on him, not on disagreements among the team.”

Outcome: If IEP is Not Completed

If the IEP has not been fully developed, a date for completing the IEP must be determined by the participants. The case manager should:

- Review the team's accomplishments for that day.

- Check in with all team members about agenda items not completed, follow-up that might be needed, and the timeline for the next meeting.

- The case manager confirms how copies of reports will be provided to everyone after the meeting, and by when.

Outcome: If IEP is Completed

Develop an IEP with specific, measureable goals.

Have clear, understandable language.

Discuss and reaffirm parents' contribution to the IEP.

If possible, give parent a draft of the IEP at the meeting.

Establish the specific timeline for completion of the IEP and when it will be sent to parent.

Provide specific dates/timelines throughout the year for review of goals.



Short Term Follow Through

If the IEP cannot be sent to parent within the promised timeframe, contact the parent to explain the reason for the delay.

Contact parent after the IEP is sent to see if there are any questions.

Reinforce the communication plan in the IEP with the parent and remind them of the schedule to discuss progress on goals.



“It is two weeks since the meeting and the IEP is still in draft form. We have not heard from the district since the meeting. Not sure if they are going to follow through.”

“I did not get a rough copy of what was discussed so I could compare with the final copy. I did not get a follow-up call/ email to go over the IEP to make sure I understood.”

Long Term Follow Through

Make sure that a specific communication plan between parent and district is agreed upon and included in the IEP.

Type of communication

Emails, phone calls, home/school notebooks, parent-teacher meetings

Frequency of communication

Once a week? (Progress report on short-term goals - for example, safety issues, behavioral supports in classroom)

Once a month? (Longer-term goals)

“Do what the team has agreed to and what is in the IEP - if you can't, then let me know. It becomes very difficult to trust the people entrusted with my child's learning when the IEP is not followed.”

“There was no follow-up from school staff after the meeting. Each year I have to request a copy of the IEP. I ask for a progress report on IEP goals and am told the IEP satisfies that progress report. My child's report card does not list progress notes on any IEP goals. I received one email, no text - just an attachment with a complete negative overview from the case manager and it did not address specific goals.”

Conclusion

An IEP meeting should be a chance for parties to collaborate, share expertise, be student-focused, encourage creativity, and utilize problem-solving skills.

Exercise

Write down three specific and practical techniques that you will practice for the next thirty days.

Share them with a partner and explain why you chose these particular techniques.

Share one technique with the larger group (if we have time.)



Sources and Recommended Readings

Getting to Yes, Fisher and Ury

The Gentle Art of Verbal Self Defense, Suzette Elgin

The Anger Habit Workbook, Carol Semmelroth

The Dance of Anger, Harriet Lerner

