

# Ontario-Montclair School District



## Special Education Department



## Early Dispute Resolution

950 West D Street  
Ontario, California 91762  
(909) 418-6422

## **EARLY DISPUTE RESOLUTION OVERVIEW**

The Ontario-Montclair School District's Early Dispute Resolution process is designed to support positive, collaborative problem-solving when parents have concerns regarding their child's special education program or the IEP process. The purpose of Early Dispute Resolution is to provide families with an opportunity to share concerns, ask questions, and work together with District staff toward a timely and meaningful resolution.

Through this process, the District seeks to clarify the IEP process, address misunderstandings, review concerns regarding implementation or procedure, and provide support or corrective action when procedural errors have occurred. Early Dispute Resolution also helps IEP teams identify practical next steps and, when appropriate, come to an agreeable solution focused on the individual needs of the student. As part of this process, parents may meet with the Director of Special Education and other relevant District personnel to discuss their concerns in greater detail. These discussions are intended to promote open communication, careful review of the issues raised, and collaborative problem-solving in a respectful and supportive environment.

When concerns can be resolved at this level, the District will work with the parent and IEP team to identify next steps, which may include clarification of the existing offer of FAPE, correction of procedural matters, or an IEP team meeting or amendment, as appropriate. Our goal is to resolve concerns as early as possible and maintain a constructive partnership with families.

If concerns cannot be resolved through Early Dispute Resolution, some matters may move forward to an Alternative Dispute Resolution process. In those situations, the District may coordinate a more structured facilitated meeting with the parent and relevant team members to further review the issues, consider available information, and support continued efforts toward resolution. If needed, additional neutral support may be considered through the District's dispute resolution procedures.

At all times, the District's goal is to work collaboratively with parents to ensure that each child receives the supports and services outlined in their individualized education program, with careful attention to providing a free appropriate public education in the least restrictive environment. We value the important role of families as partners and remain committed to addressing concerns with professionalism, compassion, and a shared focus on student success.

## **COLLABORATIVE RELATIONSHIPS IN SPECIAL EDUCATION**

The main purpose of special education is to provide an educational benefit to students with a disability. This goal is best achieved in an collaborative environment where parents and the district work together in the best interest of the student.

Therefore, an emphasis on developing partnerships within a system that gives its participants confidence that a real result or change will be created in an efficient and fair environment is necessary. Students' attorneys, advocates, parents, and the students themselves, should be invited to participate in a collaborative effort of improving the special education program.

Ensuring a collaborative and productive relationship can be maintained by implementing the following:

- Provide information to students and their families regarding disabilities and available resources. The more knowledge families possess, it is more likely they will understand there are other mechanisms to assist them.
- Develop written information to explain school district resources and procedures.
- Invite students' advocates and attorneys to share their concerns during a meeting with administrators. Prevalent groups in the area, such as the Disability Rights Education, Learning Rights Center, and Defense Fund and Protection and Advocacy may be interested in developing collaborative efforts to improve the special education program.
- Reach out to local universities and colleges to develop training programs with on-the-job opportunities for teachers, aides, and therapists.
- Form relationships with local hospitals and clinics in order to enhance resources for information and support.

**ONTARIO-MONTCLAIR SCHOOL DISTRICT**  
**Special Education Department**  
**Request for Early Dispute Resolution**  
**950 West D Street, Ontario, California 91762**

Parents may request the assistance of school administrators to complete this form. For additional information, please contact the Special Education Department at (909) 418-6422. Parents may submit this form either to the school site or District Office (Special Education Office).

**Section A**

Student: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender:  M  F Grade: \_\_\_\_\_

School of Attendance: \_\_\_\_\_ School of Residence: \_\_\_\_\_ Teacher: \_\_\_\_\_

Parent (s)/Guardian: \_\_\_\_\_ Language of Parent: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone: Home (\_\_\_\_) \_\_\_\_-\_\_\_\_ Work (\_\_\_\_) \_\_\_\_-\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_-\_\_\_\_

**Section B**

Area(s) of Concern: \_\_\_\_\_  Check here if a medical or safety issue

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Attach additional sheets if needed.

**Section C**

Requested Solution for Concern:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**School District Use Only**

Date Received: \_\_\_\_\_ Date Submitted to Special Education: \_\_\_\_\_

Received By: \_\_\_\_\_

**CC: Parent, Site Administrator, Teacher, Director of Special Education**

**Educación especial de OMSD**  
**Solicitud para una resolución de conflicto temprana**  
**950 West D Street, Ontario, California 91762**

Los padres de familia pueden solicitar la ayuda de los administradores escolares para completar este formulario. Para obtener más información, comuníquese con el departamento de educación especial al (909) 418-6422. Los padres de familia pueden someter este formulario o bien a la escuela o la oficina del distrito (oficina de educación especial).

**Sección A**

Alumno: \_\_\_\_\_ FDN: \_\_\_\_/\_\_\_\_/\_\_\_\_ Género:  M  F Grado: \_\_\_\_\_

Escuela a la que asiste: \_\_\_\_\_ Escuela de residencia: \_\_\_\_\_ Maestro: \_\_\_\_\_

Padres/tutores legales: \_\_\_\_\_ Idioma de los padres: \_\_\_\_\_

Domicilio: \_\_\_\_\_

Teléfono: hogar (\_\_\_\_) \_\_\_\_-\_\_\_\_ Trabajo (\_\_\_\_) \_\_\_\_-\_\_\_\_ Celular: (\_\_\_\_) \_\_\_\_-\_\_\_\_

**Sección B**

Área(s) de preocupación: \_\_\_\_\_  Esta es una cuestión médica o de seguridad

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Adjunte páginas adicionales si es necesario.

**Sección C**

Solución solicitada para la preocupación:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Firma del padre/tutor legal

\_\_\_\_\_  
Fecha

**Solamente para el uso del distrito escolar**

Fecha que se recibió: \_\_\_\_\_ Fecha que se sometió a Educación especial: \_\_\_\_\_

Recibido por: \_\_\_\_\_

**ONTARIO-MONTCLAIR SCHOOL DISTRICT**  
**Special Education Department**  
**Response Checklist for Early Dispute Resolution**

**SCHOOL DISTRICT USE ONLY**

**Student:** \_\_\_\_\_ **DOB:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Parent/Representative Information:**

- Parents have received Procedural Safeguards and parents' rights have been explained.  
 Parents are represented by legal counsel:  Yes  No If yes, District counsel has been contacted:  Yes  No

Parents' Attorney/Advocate Name: \_\_\_\_\_

Attorney/Advocate Address: \_\_\_\_\_

Attorney/Advocate Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_

**IEP Information:**

Date of IEP: \_\_\_\_\_ Administrator: \_\_\_\_\_

Date of Last Agreed Upon IEP: \_\_\_\_\_ Location: \_\_\_\_\_

Area(s) of Concern:

- Eligibility                       Services                       Compliance                       Other  
 Placement                       Goals and Objectives                       Safety/Medical Issue

**Action Taken:**

**Request for Early Dispute Resolution Received on:** \_\_\_\_/\_\_\_\_/20\_\_\_\_

	Action Taken	Due Date (Based on School Days)	Person Responsible	Date Completed	By: (Initials)
<b>1.</b>	Send Parent Letter & Assign EDR Representative	(1 Day) ____/____/____	Principal: _____	____/____/____	
<b>2.</b>	Complete investigation and review relevant documents	(2 Days) ____/____/____	Principal: _____	____/____/____	
<b>3.</b>	Communicate outcome to parent/PPS via letter	(3-5 days) ____/____/____	Principal: _____	____/____/____	
<b>4.</b>	Parent follow-up (for validation, checks/balances)	(3-5 days) ____/____/____	Special Education Designee: _____	____/____/____	
<b>5.</b>	Written Offer via IEP or addendum	(7-14 days) ____/____/____	Special Education Designee: _____	____/____/____	

[SCHOOL LETTERHEAD]

[DATE]

**Sent Via U.S. Mail**

[Parent Name]

[Address]

**Re: Receipt of Request for Special Education Early Dispute Resolution**

Dear [Parent Name],

Thank you for agreeing to participate in the Ontario-Montclair School District's Early Dispute Resolution Process. We are confident that this process will resolve your concerns in an efficient and effective manner.

Your request for Early Dispute Resolution will be assigned to an Early Dispute Resolution Representative ("EDR Rep") for review and evaluation regarding the concerns you expressed. After completing the investigation, the EDR Rep will contact you to schedule a meeting to discuss the findings and potential solutions.

Again, we appreciate your willingness to participate in this process. We look forward to meeting with you and providing an early resolution. Should you have any questions or concerns, please do not hesitate to contact me at: [PHONE NUMBER] and/or [EMAIL].

Sincerely,

[Name]  
Principal

cc: Director, Special Education

**ONTARIO-MONTCLAIR SCHOOL DISTRICT**  
**Special Education Department**  
**Worksheet for Early Dispute Resolution**

Student: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

**District Position:**

2.		
3.		

**Parent/Student Position:**

1.			
2.			
3.			

_____	_____	_____
<b>Print Name &amp; Title</b>	<b>Signature</b>	<b>Date</b>

**ONTARIO-MONTCLAIR SCHOOL DISTRICT**  
**Special Education Department**  
**Contact Log for Early Dispute Resolution**

SCHOOL DISTRICT USE ONLY

Student: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

	Date			Subject
	Letter	Telephone	In-Person	
1.				<hr/> <hr/> <hr/>
2.				<hr/> <hr/> <hr/>
3.				<hr/> <hr/> <hr/>
4.				<hr/> <hr/> <hr/>
5.				<hr/> <hr/> <hr/>
6.				<hr/> <hr/> <hr/>
7.				<hr/> <hr/> <hr/>

**ONTARIO-MONTCLAIR SCHOOL DISTRICT**  
**Special Education Department**  
**Early Dispute Resolution**  
**Resolution Session**

[DATE]

Dear [PARENT'S NAME],

We appreciate that you have decided to continue your participation with the Ontario-Montclair School District's Early Dispute Resolution Process. Because the issues were not resolved, we have scheduled a Resolution Session with a neutral facilitator for:

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

As you are aware, as part of the process, a neutral facilitator will be assigned to review the facts of the case and assist in discussions towards resolution. The following facilitator has been assigned to the case:

Name: \_\_\_\_\_

In order to have the process work most efficiently, if you would like to submit any additional information and/or reports for the facilitator's review, please provide them at least 3 days prior to the meeting so that they can be properly included with school records. If you have any questions or concerns, please do not hesitate to contact me at [PHONE NUMBER].

Sincerely,

[District Representative]

cc: [NAME], Principal of [SCHOOL]

**ONTARIO-MONTCLAIR SCHOOL DISTRICT**  
**Special Education Department**  
**Response for Early Dispute Resolution**  
**Expert Panel Review**

[DATE]

Dear [PARENT'S NAME],

We appreciate that you have decided to continue your participation with the Ontario-Montclair School District's Early Dispute Resolution Process. Because the issues were not resolved, the District recommends an Expert Panel Review.

As you are aware, as part of the process, a panel of independent and neutral experts will be assigned that consists of a special education teacher from outside of the District and two experts with specialized knowledge and experience in the area of your child's disability. The panel will review your child's records and reports and meet with relevant individuals. Subsequent to their review, the panel will write a joint report regarding their findings.

The following Special Education Person and Experts have been designated:

1. [EXPERT A, TITLE, FIELD OF EXPERTISE]
2. [EXPERT B, TITLE, FIELD OF EXPERTISE]
3. [SPECIAL EDUCATION PERSON, TITLE, FIELD OF EXPERTISE]

Currently, we are in the process of coordinating the panel in order to schedule a review date. Should you wish to submit any additional information and/or reports to the panel for their review, please provide the documents at your earliest convenience so that they can be properly included with school records. If you have any questions or concerns, please do not hesitate to contact me at [PHONE NUMBER].

Sincerely,

[District Representative]

cc: [NAME], Principal of [SCHOOL]  
enc: Authorization for release of information



**OMSD SPECIAL EDUCATION LOCAL PLAN AREA  
AUTHORIZATION FOR USE AND/OR DISCLOSURE OF INFORMATION**

\_\_\_\_\_  
*Name of student (list other names used)*

\_\_\_\_\_  
*Medical Record Number (if applicable)*

\_\_\_\_\_  
*Date of Birth*

\_\_\_\_\_  
*Address of student*

\_\_\_\_\_  
*Phone No.*

\_\_\_\_\_  
*Other Phone No.*

I authorize the following individual or organization to exchange the above named individual's medical/educational information as described below:

**Individual or Organization:**

**Individual or Organization:**

<p>_____ <i>Name</i></p> <p>_____ <i>Address</i></p> <p>_____ <i>City, State, Zip Code</i></p> <p>Telephone: _____      FAX: _____ <small>Not valid for medical information</small></p>	<p>_____ <i>Name</i></p> <p>_____ <i>Address</i></p> <p>_____ <i>City, State, Zip Code</i></p> <p>Telephone: _____      FAX: _____ <small>Not valid for medical information</small></p>
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**Duration:** This authorization shall become effective immediately and shall remain in effect until \_\_\_\_\_ (*date*) or for one year from the date of signature if no date is entered.

**Revocation:** I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the releasing agency. Written revocation will be effective upon receipt, but will not apply to information that has already been released in response to this authorization.

**Redisclosure:** I understand that health information used or disclosed pursuant to this authorization may be subject to redisclosure by the recipient and it is no longer protected by federal laws and regulations regarding the privacy of protected health information. I further understand the confidentiality of the information when released to a public educational agency is protected as a student record under the Family Educational Rights and Privacy Act (FERPA).

**Health Info:** I understand that authorizing the disclosure of health information is voluntary.

**Specify Record(s):** Indicate type of information is to be disclosed:

- Medical**                       **Medication**                       **Psychiatric**                       **Mental Health**  
 **Drug/Alcohol**                       **Educational**                       **Other: \_\_\_\_\_**

**Any and all information with regard to the above records may be released except as specifically provided here:**

\_\_\_\_\_

I request that the information released pursuant to this authorization be used for the following purposes only:

- Educational Assessment**       **Educational Planning**                       **Other: \_\_\_\_\_**

A copy of this authorization is as valid as an original.

I understand that I have a right to receive a copy of this authorization for my records.

\_\_\_\_\_  
*Student's Representative*

\_\_\_\_\_  
*Description of Relationship to Student*

\_\_\_\_\_  
*Date*

**ONTARIO-MONTCLAIR SCHOOL DISTRICT  
Special Education Department**

**950 West D Street  
Ontario, CA 91762  
Phone: (909) 418-6422**

**CONFIDENTIALITY AGREEMENT  
FOR EXPERT PANEL MEMBERS OR FACILITATOR**

This Confidentiality Agreement (“Agreement”) governs the disclosure of information by and between the Ontario-Montclair School District (“District”) and [NAME] (“Panel Expert”) as of [DATE] (the “Effective Date”).

**1. Definition of Confidential Information**

As used herein, "Confidential Information" shall mean any and all information related to \_\_\_\_\_ (“Student”) provided by the District or Student representatives, including but not limited to (a) student file(s), (b) cumulative record, (c) reports provided by parent(s), (d) special education records—assessment data, evaluation reports, observation reports, progress reports, etc. and (e) information the disclosing parties provide regarding third parties.

**2. Identification of Confidential Information**

All information provided to the Panel Expert shall remain confidential. The information may consist of documents contained in the Panel Packet or elicited from interviewing District employees and/or agents and persons affiliated with Student.

**3. Handling of Confidential Information**

Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than to jointly draft a report concerning its findings and recommendations related to Student’s needs in an educational environment. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

**4. Confidentiality Agreement Residual Knowledge**

Panel Expert is encouraged not to disclose or use the Confidential Information retained in any intangible form (i.e., unaided memory) after the Agreement terminates.

**5. Confidentiality Agreement Term and Termination**

This Agreement shall terminate two (2) years after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Panel Expert’s heirs, successors and assigns for a period of five (5) years.

Upon completion of the Joint Report, the Panel Expert shall promptly return to the District all documents and other tangible materials representing the District’s and Student’s Confidential Information and all copies thereof.

6. Confidentiality Agreement Warranties

Each party represents and warrants to the other party that (i) it has the requisite authority to enter into and perform this Agreement, and (ii) its execution and performance under this Agreement, including its disclosure of Confidential Information to the Panel Expert, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.

7. No Grant of Rights

The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any report that has issued or that may issue, based on such Confidential Information.

8. Equitable Remedies

Panel Expert acknowledges that Panel Expert's breach of this Agreement may cause irreparable harm to the District and Student for which District and Student are entitled to seek injunctive or other equitable relief as well as monetary damages.

9. Confidentiality Agreement Miscellaneous

Neither party shall transfer or assign this Agreement to any other person or entity, whether by operation of law or otherwise, without the prior written consent of the other. Any such attempted assignment shall be void and of no effect. This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with the laws of California without reference to conflict of laws principles. Each party agrees to venue and personal jurisdiction in Ontario, California. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. The Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, and replaces any prior oral or written communications between the parties regarding Confidential Information. This Agreement may be signed in multiple copies, each of which shall constitute the same instrument. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed as of the Effective Date.

Ontario-Montclair School District,  
[NAME & TITLE]

Panel Expert, \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_