

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT



REQUEST FOR APPLICATIONS

**SPECIAL EDUCATION
MEDIATORS**

December 18, 2019

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR APPLICATIONS

The New Mexico Public Education Department (NMPED) ("the Agency") requests applications for the services of mediators to assist with resolving disputes through the mediation process. Federal regulations and the New Mexico Administrative Code (NMAC) require that the State offer mediation to resolve disputes involving any matter under Part B of the Individuals with Disabilities Education Act (IDEA) of 2004.

B. BACKGROUND INFORMATION

The IDEA provides federal funds in exchange for each participating State's agreement to comply with the extensive requirements of the Act and its implementing regulations. IDEA Part B requires all local Education Agencies (LEAs) and other public educational agencies to locate all children aged 3 through 21 who may have qualifying disabilities and require special education services in order to meet the unique educational needs of the student, and to design and offer specially designed instruction to meet each child's identified needs.

The IDEA also establishes an extensive system of procedural safeguards to protect the rights of eligible children and their parents. Those safeguards include formal State-level complaint and due process hearings procedures to resolve disputes over services for children who are or may be eligible under IDEA. As further amended in 2004, the safeguards now require that each state offer Alternative Dispute Resolution (ADR) services at the states expense as a voluntary option for any disagreement over the identification, evaluation, educational placement or provision of a free appropriate public education (FAPE) that cannot be resolved by the parties between themselves.

The same limited procedural safeguards are available under state rules for public school children who are gifted and need gifted education.

Although previous experience in this specialized area is highly desirable, all applications submitted by the candidates will be evaluated based on the totality of the selection criteria described in this Request for Applications (RFAs). There has been an increase in the demand for mediators for alternative dispute requests. To ensure that qualified, impartial mediators are available statewide for special education disputes, the Agency proposes to award contracts to candidates from all geographic locations in New Mexico.

These contracts will call for services on an as-needed basis at a fixed hourly rate to be established by the Agency, which will assign and supervise the work of the mediators. The rate will be \$110.00 per hour for mediation services, with a reduced rate of \$40.00 an hour for travel time, plus applicable state gross receipt taxes. Assignments of mediators to individual cases will be based on a combination of geographic location, prompt availability, parties' choice, and the Agency's assessment of the match between the apparent dynamics of a particular dispute and the characteristics of readily available mediators.

The candidates who will be offered contracts will enter into a contract with Regional Education Center No. 6 (REC 6), which is the regional education cooperative located in Portales, New Mexico.

C. SCOPE OF WORK

The Mediator shall:

Have a thorough understanding of the mediation requirements listed in the Individuals with Disabilities Education Act (IDEA) and State Laws, in particular:

34 CFR § 300.504
34 CFR § 300.506
6.31.2.13(G), (H)(3), and (I)(8) NMAC

1. Have an understanding of the NMPED – Special Education Bureau (SEB) special education rules and procedures relating to mediation and special education dispute resolution.
2. Upon being assigned as a mediator by the NMPED - SEB, the mediator will mediate in a professional manner.
3. Conduct the mediation meeting in a manner consistent with the IDEA and State rules.
4. Conduct the mediation consistent with any policies or procedures published by NMPED - SEB in relation to the special education process.
5. Participate in State-sponsored mediation and related trainings.
6. Contact the necessary parties to arrange and plan the mediation.
7. Submit any necessary paperwork to appropriate school district and/or NMPED - SEB staff.
8. Send travel and service reimbursements to REC 6 within 10 days of the completion of the mediation.
9. Complete a survey after providing mediation and return it to the NMPED - SEB.
- 10. Accept all assignments as assigned by the NMPED - SEB unless there is a conflict of interest or extenuating circumstance.**

D. SCOPE OF PROCUREMENT

To ensure that qualified impartial mediators are available, the Agency proposes to award contracts to Offerors from all geographic locations in New Mexico. The Agency proposes to award each successful Offeror a one-year contract, renewable at the Agency's option in one-year increments for four additional years, to provide services as needed at a fixed hourly rate of \$110.00, including travel expenses, plus applicable gross receipts taxes. The Agency or its designee will pay a stipend reimbursement of up to \$300.00 per day for full day training or \$150.00 per half day training, to the mediator for attending the Agency-sponsored training for mediation. Time spent for travel to conduct a mediation at an educational agency outside the mediator's city of residence will be compensated at the hourly rate of \$40.00, in addition to the mileage at the State rate.

E. ALTERNATIVE DISPUTE RESOLUTION COORDINATOR (ADR)

The Agency has designated the Alternative Dispute Resolution Coordinator as the responsible party for conducting this request for applications. His contact information is listed below:

James Alumbaugh, ADR Coordinator
New Mexico Public Education Department
Special Education Bureau
300 Don Gaspar Avenue. RM 233
Santa Fe, NM 87501
Phone: (505) 469-7207
Fax: (505) 954-0001
james.alumbaugh@state.nm.us

All deliveries via express carrier should be addressed as follows:

James Alumbaugh, ADR Coordinator
New Mexico Public Education Department
Special Education Bureau
300 Don Gaspar Avenue. RM 233
Santa Fe, NM 87501

Offerors may contact ONLY the ADR Coordinator regarding the request for applications. Other State employees do not have the authority to respond on behalf of the Agency.

F. DEFINITION OF TERMS

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" means the New Mexico Public Education Department (NMPED) – Special Education Bureau (SEB).

“Close of Business” means 5:00 p.m. Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

“Designee” means the (NMPED-SEB) designee.

"Determination" means the written documentation of a decision by the NMPED - SEB including findings of fact supporting a decision. A determination becomes part of the NMPED procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of Offeror applications.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Applications and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required" identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offerors application.

"Offeror" is any person, corporation, or partnership who chooses to submit an application.

"ADR Coordinator" means the person or designee authorized by the Agency to manage or administer the evaluation of competitive applications.

"Request for Applications" or "RFA" means all documents, including those attached or incorporated by reference, used for soliciting applications.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFA contains the schedule for the procurement and describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Alternative Dispute Coordinator will make reasonable efforts to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Target Date</u>
1. Issuance of RFA	Agency	January 22, 2020
2. Submission of Application	Offeror	February 5, 2020
3. Application Evaluation	Evaluation Committee	February 6, 2020 through February 17, 2020
4. Selection of Finalists	Evaluation Committee	February 24, 2020
5. Contract Negotiations (At Committee's Option)	Offeror	March 9, 2020
6. Contract Awards	REC 6	March 16, 2020

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issuance of RFA

This RFA is being issued by the New Mexico Public Education Department.

2. Submission of Applications

ALL OFFEROR APPLICATIONS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE ADR COORDINATOR OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN DAYLIGHT SAVINGS TIME, ON WEDNESDAY, February 5, 2020.

Applications received after this deadline will not be accepted. The date and time will be recorded on each application. Applications must be addressed and delivered to the ADR Coordinator at the address listed in Section I, Paragraph E. Applications must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Request for Applications for mediation services. Applications submitted by facsimile will not be accepted. A public log will be kept of the names of all Offerors that submitted applications. The contents of any application shall not be disclosed to competing Offerors prior to contract award.

3. Application Evaluation

The evaluation of applications will be performed by an Evaluation Committee appointed by Agency management. This process is projected to take place between Thursday, February 6, 2020 and Monday, February 17, 2020. During this time, the ADR Coordinator may initiate discussions with Offerors who submit responsive or potentially responsive applications for the purpose of clarifying aspects of the applications, but applications may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

4. Selection of Finalists

The Evaluation Committee will select the finalists and the ADR Coordinator will notify the finalist Offeror(s) on or about Monday, February 24, 2020. Only finalists will be invited to participate in the subsequent steps of the process.

5. Contract Negotiations (at Evaluation Committee's Option)

The Agency, at its discretion, through REC-6 will enter into professional services contracts with Offerors selected in response to this RFA and with whom mutually agreeable terms can be reached. Such contracts will be executed on or about Monday, March 9, 2020.

6. Contract Awards

After review of the Evaluation Committee Report, the recommendation of the Agency management and the signed contract, the REC 6 will award the contract on Monday, Monday 16, 2020. This date is subject to change at the discretion of the New Mexico Secretary of Education.

The contract shall be awarded to the Offeror or Offerors whose application is most advantageous to the agency taking into consideration the evaluation factors set forth in the RFA. **The most advantageous application may or may not have received the most points.**

The award is subject to appropriate State approvals.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

An Offeror shall submit only one application.

B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies of their application to the location specified in Section I, Paragraph E, on or before the closing date and time for receipt of applications.

C. APPLICATION FORMAT

All applications must be typewritten on standard 8 1/2 x 11 paper and placed within a binder with tabs delineating each section.

1. Applications submitted must not exceed 15 pages, **excluding** the cover page, acceptance/authorization form (Attachment D to this RFA) and writing sample(s) but **including** any letters of reference submitted pursuant to Item 4 below and the statement required under Item 5 below. Applications that exceed this page limit may be eliminated from consideration.
2. Cover Page - Applications must include a cover page that clearly states the name, address, telephone number, and fax number of the Offeror submitting the application.
3. Application Content – Complete Appendices A through C. Accurate and complete information is a criterion for selection. The application must respond to each item of qualification clearly, specifically and completely in the order listed under “Qualifications and Selection,” above. After responding to these items, the Offeror may add any additional information he/she chooses that may further describe his/her ability to follow the requirements and conduct the activities described above under “Scope of Work” and in the attached regulations on mediation and administrative appeals.
4. In addition to the names and addresses of parties and their representatives from contested cases, as required in appendix B-2, an Offeror may submit up to three letters of reference to indicate his/her level of professionalism and demonstrate his/her ability to implement the activities in the RFA. Such letters will count as part of the 15-page limit.
5. Each Offeror must provide a written statement of qualifications and experience and the disclosure of any past and/or current affiliations that may present the appearance of a conflict of interest. This statement must be a separate stand-alone document but will count as part of the 15-page application limit. As noted, this statement may

be made available to the parties to any dispute to which a contractor is assigned and to members of the public upon request under the Inspection of Public Records Act.

6. Within each section of their application, Offerors should address the items in the order in which they appear in this RFA. All forms provided in the RFA must be thoroughly completed and included in the appropriate section of the application. All discussion of proposed costs, rates, or expenses must be included in the cost response form.

Any application that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

IV. QUALIFICATIONS

A. MANDATORY QUALIFICATIONS

The following are necessary qualifications and requirements for contract **mediators**:

1. Knowledgeable in laws and regulations relating to the provision of special education and related services as required by to 34 CFR § 300.506 (b)(3)(i).
2. May not be an employee of the SEA or LEA involved in the education of the child (34 CFR § 300.506(c)).
3. Must not have a personal or professional interest that conflicts with the objectivity of the assignment (34 CFR § 300.506(c)).
4. Total impartiality in each mediation performed.
5. Has received training (40 hours or more) in effective mediation strategies.
6. Has a signed letter of agreement that will remain on file with REC 6.

V. EVALUATION AND SELECTION

A. CRITERIA FOR THE SELECTION PROCESS

Responsive applications that meet the stated minimum requirements will be subject to an internal evaluation by the Agency. Applications will be evaluated based on the Agency's discretionary assessment of the following factors, weighted as follows:

- | | |
|-----------|---|
| 10 Points | Mediation training and approach:

--Basic training
--Advanced training |
| 10 Points | --Knowledge of Federal IDEA Special Education Regulations,
--New Mexico Statutes and New Mexico Administrative Code (NMAC) |

- CFR 34 § 300.504
- CFR 34 § 300.506
- 6.31.2.13 NMAC

- 40 Points Mediation experience and approach:
- Approach and philosophy statement
 - Disputes in special education systems
 - Other public education disputes
 - Experience in other fields involving conflict, family dynamics, interpersonal communications and/or negotiation
 - Knowledge of special education laws, statutes and procedures
 - Civil rights claims
 - Other mediation experience
- 20 Points Recommendations and other relevant experience/knowledge
- Resume
 - Three letters of recommendation
- 20 Points Logistical and cost factors:
- Bilingual ability (Spanish, Native American or other language)
 - Availability and location as a mediator

B. QUESTIONS ABOUT THE REQUEST FOR APPLICATION

There will be no pre-application conference. The Public Education Department has designated James R. Alumbaugh as the contact person for this Request for Applications. Prospective Offerors with questions should contact:

James Alumbaugh
 Alternative Dispute Resolution Coordinator
 Public Education Department
 Special Education Bureau
 300 Don Gaspar Avenue RM 233
 Santa Fe, NM 87501
 (505) 469-7207
james.alumbaugh@state.nm.us

C. APPLICATION DUE DATE

The application, pages 1 – 15, must be submitted to the address indicated above no later than 5:00 p.m. on **Wednesday, February 5, 2020**; Facsimile copies will not be accepted. Requests for an extension of this date will not be granted.

Additional copies of this Request for Applications can be obtained by contacting the Special Education Bureau at the Public Education Department at (505) 469-7207.

VI. APPENDICIES

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

OFFEROR'S NAME: _____

PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

Special Education Mediators

In acknowledgement of receipt of this Request for Applications, the undersigned agrees that he/she has received a complete copy, beginning with the title page, "Request for Applications" and ending with Appendix D, Letter of Agreement between REC 6 and the Mediator.

The acknowledgement of receipt form should be signed and returned to James R. Alumbaugh, Alternative Dispute Resolution Coordinator, no later than close of business on Wednesday, February 5, 2020. Only potential Offerors who elect to return this form completed with the attachments indicated will be considered as Offerors for the position of mediator for the time period of February 16, 2020 through June 30, 2024.

APPENDIX B-1
REQUEST FOR APPLICATION REQUIREMENTS

Special Education Mediators

1. Proof of basic training in mediation, 40 hours or more. List the name and dates or year of training, name of the training provider, number of hours and a brief description of the training. The candidate must briefly describe his/her approach to the practice of mediation and/or the use of mediation to resolve special education disputes. (10 Points)

APPENDIX B-2
REQUEST FOR APPLICATION REQUIREMENTS

Special Education Mediators

2. Description of knowledge of the IDEA regulations, New Mexico statutes and administrative rules, special education practices. The candidate must include: the dates, places, nature, and extent of any relevant studies, work or other experience; and names and phone numbers of persons who can verify up to three years of claimed experience. (Note: The minimum requirement here is an accurate *description* of the extent of the candidate's knowledge of the regulations and practices in special education and early intervention programs. (10 Points)

APPENDIX B-3
REQUEST FOR APPLICATION REQUIREMENTS

Special Education Mediators

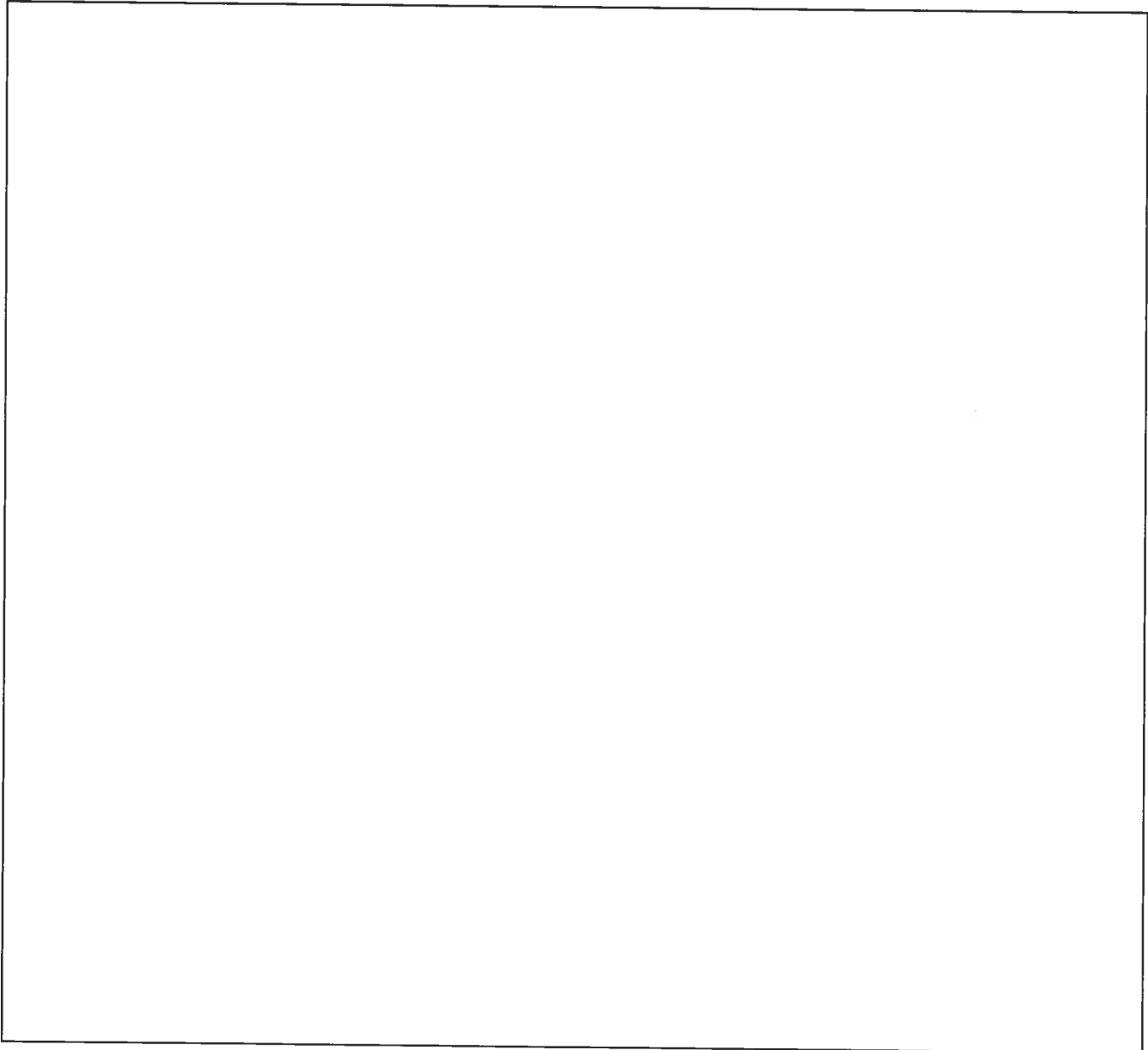
3. Experience and Approach to Resolving Disputes

- Experience as a mediator outside special education (respond to the following questions):
 - a. How long have you been mediating?
 - b. Approximately how many cases have you mediated?
 - c. How many cases have you mediated that involved public or special education issues?
 - d. How many cases have you mediated that involved federal or state civil rights complaints?
- Specific experience in working with special education disputes or in public education (briefly describe the nature of your experience and the location).
- Other experience working in some aspect of public education (briefly describe the role you played, the length of your experience, and the relationship of this experience to your understanding of the conflicts in public education).
- Experience in other professional fields involving conflict, family dynamics, interpersonal communications and/or negotiation (briefly describe the role you played, the length of your experience, and the relationship of this experience to your understanding of these conflicts).
- Describe your approach to the practice of mediation and or the use of mediation to resolve disputes, including Special Education disputes. (40 Points)

APPENDIX B-4
REQUEST FOR APPLICATION REQUIREMENTS

Special Education Mediators

4. The Offeror must provide (a) a current copy of their resume summarizing his/her qualifications and experience, disclosing any past or current affiliations that may present the appearance of a conflict of interest and describing his/her ability to function impartially as a mediator in light of those affiliations. If the Offeror is selected or proposed to mediate a dispute, this statement will be made available to the parties in the mediation and, if requested, to members of the public pursuant to the New Mexico Inspection of Public Records Act; and
- (b) three (3) letters of reference to indicate his/her level of professionalism and to demonstrate his/her ability to implement the activities in the RFA. (20 Points)



APPENDIX B-5
REQUEST FOR APPLICATION REQUIREMENTS

Special Education Mediators

- 5. Logistical and cost factors
 - a) Offeror's ability to speak, write, and interpret Spanish, a Native American language spoken in New Mexico, or other language;
 - b) Availability as a mediator in the areas outside the Albuquerque – Santa Fe areas (for a statewide pool); and
 - c) Proposed rate – Proposals for rates of more than \$110.00 an hour for mediation time, and \$40 per hour for travel time will be rejected as nonresponsive. (10 Points)

APPENDIX B-6
REQUEST FOR APPLICATION REQUIREMENTS

Special Education Mediators

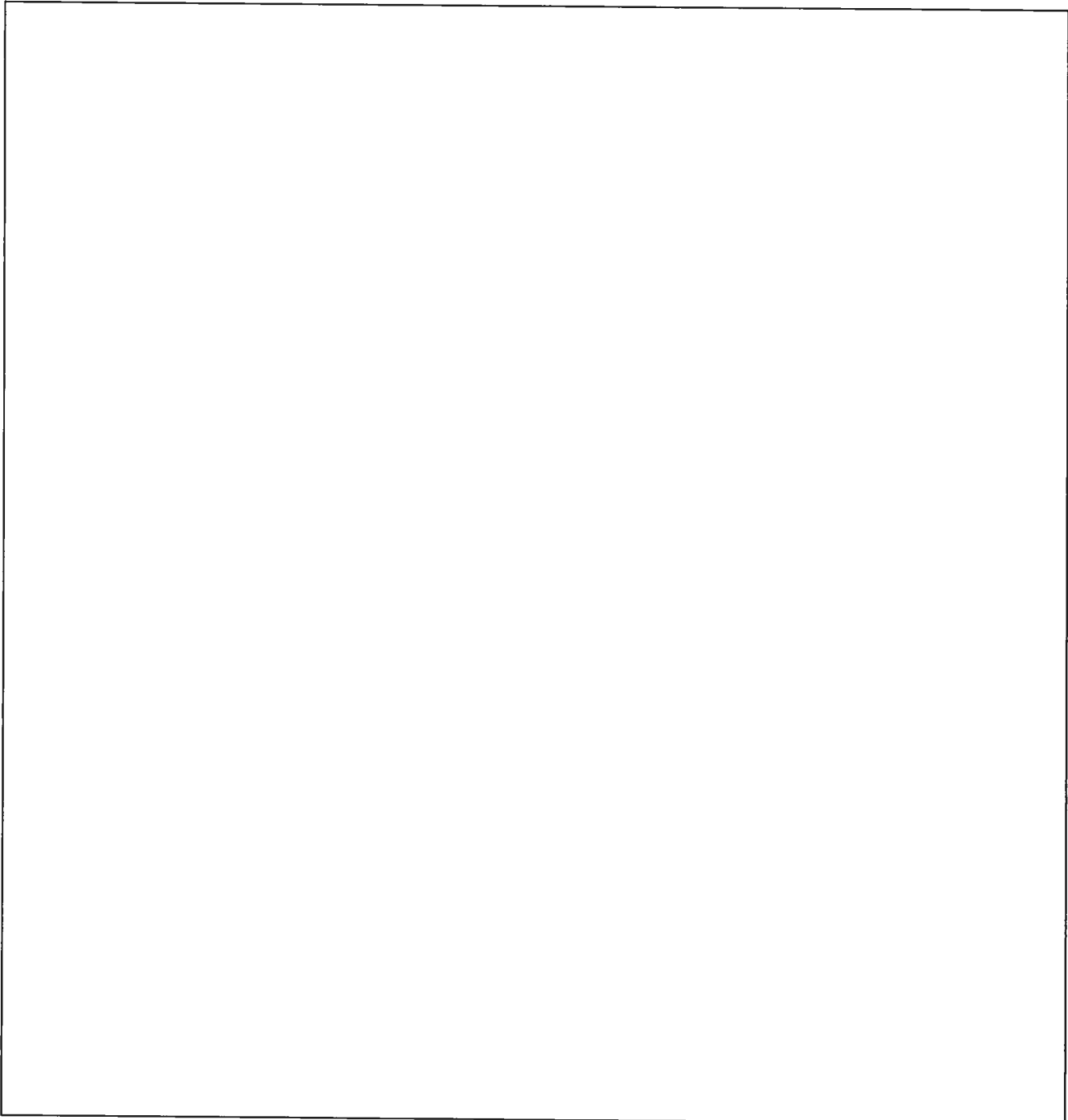
6. Logistical and cost factors (continued)

The candidate must be able to devote the time necessary to the performance of the duties listed in this RFA and must have access to the necessary support and equipment to perform these duties, including: (1) telephone; (2) ability to receive messages and answer telephone calls during normal business hours; and (3) ability to receive and send electronic mail. Each candidate must describe his/her availability for assignments with specific reference to the nature and extent of his/her ongoing work commitments. Candidates whose ongoing work commitments would not allow them to serve as mediators during normal business hours must explain what arrangements they would make to ensure their availability on short notice and for the amount of time necessary to mediate assigned cases; and (4) The Offeror must confirm that he/she will attend the training session(s) for mediators sponsored by the Agency.

APPENDIX B-7
REQUEST FOR APPLICATION REQUIREMENTS

Special Education Mediators

7. A public or private agency or organization, which desires to submit an application, must submit a complete statement of qualifications for each person whom it proposes to provide as a mediator. Each proposed mediator will be evaluated on an individual basis and the agency or organization must agree, if awarded a contract, to use only mediators who have been individually approved by the Agency.



APPENDIX B-8
REQUEST FOR APPLICATION REQUIREMENTS

Special Education Mediators

Continuation Sheet

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APPENDIX B-9
REQUEST FOR APPLICATION REQUIREMENTS

Special Education Mediators

Continuation Sheet

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APPENDIX C
ACCEPTANCE OF CONDITIONS OF THE REQUEST FOR
APPLICATIONS (RFA) AND AUTHORIZATION FOR THE NEW MEXICO
PUBLIC EDUCATION DEPARTMENT TO OBTAIN CONFIDENTIAL
REFERENCES REGARDING CANDIDATE

I hereby certify that I have read and understand the New Mexico Public Education Department's (NMPED's), Special Education Bureau (SEB) Request for Applications (RFA) for special education mediators, that I accept the terms and conditions therein and that I am submitting this acceptance and authorization in fulfillment of the RFA requirements.

I understand that the initial selection of the Offerors for potential contract awards will be based on the written applications and that if I become a candidate the Department may contact some or all of the persons I have identified in my proposal as references. I understand that the Department will request the persons it contacts to provide their candid opinions regarding my qualifications to serve as a special education mediator.

I understand that the Department will send a copy of this acceptance and authorization to each individual or entity from which it is seeking such information. I hereby authorize the party receiving a copy of this signed form (including a photocopy or facsimile copy) to provide and release complete information as may be requested and I waive any claim of confidentiality I might have with regard to such information. Any person or entity providing information in accordance with this acceptance and authorization is released from any and all claims of liability for his or her good-faith expressions of opinion regarding my qualifications. To encourage candor and foreclose any appearance of future retaliation against persons providing such information, I waive any claim of access to or knowledge of the information so provided.

I understand that the Department will evaluate all information so received in light of the background and the potential bias of each respondent. I further understand that the information obtained pursuant to this authorization is for the exclusive use of the NMPED – SEB's consultants in making contracting decisions and will not be disclosed to any other person or entity without my written authorization unless such disclosure is necessary to comply with legal mandates.

Offeror's Signature (Mediator)

Name Typed or Printed

Date

APPENDIX D
Letter of Agreement (Contract)

MEDIATOR

Designee for the NMPED – SEB
REGIONAL EDUCATION CENTER No. 6 (REC 6)
2020-2024

This letter of agreement is entered into by and between the Regional Education Center No. 6, hereafter referred to as “REC 6” and _____, hereafter referred to as the “Mediator.” The Mediator is not an employee of REC 6, so benefits and liability protection do not apply.

REC 6 and the Mediator, in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement

This agreement shall be effective as of February 16, 2020, and shall be terminated on June 30, 2024 unless the agency opts not to renew the agreement. The agreement shall be reviewed and updated annually at the agency’s option, in one-year increments, for the next four years (**February 16, 2020 through June 30, 2024**).

II. REC 6 Responsibilities

A. Reimburse Mediator as per policies and procedures. The Mediator is not a formal employee of REC 6, so benefits and liability protection do not apply. REC 6 is not the general supervision authority for mediation. This is the responsibility of the New Mexico Public Education Department, Special Education Bureau.

III. New Mexico Public Education Department - Special Education Bureau (NMPED – SEB) Responsibilities

- A. Special education general supervision responsibilities under the Individuals with Disabilities Education Act (IDEA)
- B. Assign and manage mediators
- C. Approve reimbursement requests
- D. Reimbursement of \$300.00 for full day training and \$150.00 for half day training sponsored by the NMPED – SEB
- E. Recruit qualified persons to conduct special education mediations
- F. Plan and conduct an annual training for mediators

IV. Qualifications

The following are necessary qualifications and requirements for contract **mediators**:

- A. Knowledgeable in laws and regulations relating to the provision of special

education and related services according to 34 CFR § 300.506 (b)(3)(i) and 6.31.2.13 (G) and (H) NMAC.

- B. May not be an employee of the SEA or LEA involved in the education of the child as required by 34 CFR § 300.506(c).
- C. Must not have a personal or professional interest that conflicts with the objectivity of the assignment as required by 34 CFR § 300.506(c).
- D. Total impartiality in each mediation performed.
- E. Has received training in effective mediation strategies.
- F. Has a signed letter of agreement and resume on file with REC 6.

V. Statement of Work

The Mediator shall provide special education mediation services and agrees to perform these services under the direction and supervision of the New Mexico Public Education Department (PED), Special Education Bureau (SEB).

The Mediators Shall:

1. Have an understanding of the mediation requirements listed in the Individuals with Disabilities Education Act 2004, in particular

6.31.2.13 NMAC, 34 CFR § 300.504, and 34 CFR § 300.506

2. Have an understanding of New Mexico special education regulations, policies and procedures relating to mediation and special education dispute resolution.
3. Participate in Agency-sponsored training regarding mediation and special education conflict resolution.
4. Upon being assigned by the NMPED - SEB, conduct the special education mediation in a professional and impartial manner. Follow all IDEA-related requirements.
5. Contact the parties of the mediation to arrange a mutually agreeable time and location for the mediation.
6. Submit all paperwork and the mediation agreement to appropriate school district and the NMPED - SEB.
7. Complete and send travel and mediation service reimbursement requests to REC 6 within 10 days of the completion of the mediation.

VI. Confidentiality

Any information provided to or developed in performance of this agreement shall be kept confidential and shall only be shared with appropriate parties. All confidentiality requirements under The Family Educational Rights and Privacy Act (FERPA) and the IDEA apply.

VII. Funds Accountability

The maintenance of records, paperwork and fiscal accountability will be completed and kept according to the State policy and procedures. The Mediator will submit a time and effort accounting with their invoice of all activities relating to fiscal expenditures.

VIII. Indemnification

Indemnification. _____ hereby agrees to release, indemnify, and hold harmless Regional Education Center No. 6, its, officers, agents, employees and volunteers (Indemnitees) from and against all liability, including claims, demands, losses, damages and expenses of every kind and description to persons (including death) or property associated with the performance of special education mediation and/or IEP Facilitation as outlined in this contract. This includes liability resulting directly or indirectly from acts or omissions of Indemnitees or _____, unless such liability results from the sole negligence of Indemnitees. Such indemnification includes attorney's fees, court costs, mediation/arbitration costs, as well as costs of damage to property or expenses of every kind resulting from the performance of the obligations under this contract. This provision shall bind any and all successors, assigns, agents, employees, heirs, family members, spouses, personal representatives, or anyone else claiming to represent _____.

IX. Contract Rates and Invoices

Invoices shall be submitted within 10 days of the completion of work and shall include the Mediator's name and address as it appears on their W9 form given to REC 6, school name with NM case number, dates and times spent on the case, description of work, and the Mediator's signature.

Mediator Rates

Mediators	\$110 per hour for mediation work	\$40 per hour to and from site
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The signatures below signify agreement to the terms and conditions of this agreement and will be in effect from February 16, 2020 through June 30, 2024 (and updated yearly as required).

Mediator

Agency

Authorized Signature

Authorized Signature

Printed Title of Authorized Signature

Printed Title of Authorized Signature

Date

Date