

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT



REQUEST FOR APPLICATIONS
SPECIAL EDUCATION MEDIATORS (IDEA)

Application Due: April 23, 2022 by 5:00 P.M., Mountain Daylight Savings Time

Submit all applications ELECTRONICALLY to:
Kameron Morris, ADR Coordinator
Kameron.Morris@state.nm.us

RFA Name: Special Education Mediators (IDEA)
RFA Number: RFA 2223-M

TABLE OF CONTENTS

A.	Purpose of this Request for Applications	3
B.	Background Information	3
C.	Scope of Work	3
D.	Scope of Procurement	4
E.	Qualifications	4
F.	Compensation and Term	5
G.	Payment and Supervision	5
H.	Questions about the Request for Applications	6
I.	Application Submission and Due Date	6
J.	Application Response and Format	7
K.	Response and Evaluation Criteria	8
L.	Sequence of Events	8
	Appendices:	9
	Appendix 1: Authorization for the New Mexico Public Education Department to Contact/Obtain Confidential References	9
	Appendix 2: Letter of Agreement (Contract), Special Education Mediator (IDEA), Regional Education Center No. 6.	10

A. PURPOSE OF REQUEST FOR APPLICATIONS

The New Mexico Public Education Department ("the Agency") requests applications for the services of mediators to assist with resolving special education disputes involving students with disabilities through a mediation process arising under the Individuals with Disabilities Education Act (IDEA).

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 students 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 student's identified needs.

The IDEA requires that the State provide mediation, formal State-level complaint, and due process hearing procedures as a means for to resolve disputes related to students who are or may be eligible under IDEA. The Agency offers mediation at the State's expense as a voluntary option for resolving disputes involving a matter under the IDEA. Either parents or LEAs can request mediation.

C. SCOPE OF WORK

The Mediator is expected to:

1. Have knowledge of the IDEA and state special education laws and rules.
2. Have a thorough understanding of the alternative dispute resolution and state laws, rules and procedures for mediation and special education dispute resolution.
3. Upon assignment, conduct mediation in a professional and timely manner consistent with the IDEA and state special education rules and policies.
4. Contact the parties to arrange and plan the mediation.
5. Submit any necessary paperwork to the parties and the Agency.
6. Communicate promptly with Due Process Hearing Officers, State Complaint Investigators, and the Agency about mediation dates and outcomes.
7. Distribute/collect surveys at conclusion of mediation for submission to the Agency.
8. Participate in Agency-sponsored mediation trainings and required meetings.
9. Submit services and travel reimbursements to the Agency and Regional Education Center Number 6 (REC 6) within 10 days of completion of mediation.

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 for mediation services and required trainings and meetings, \$55.00 per hour for travel outside of the mediator's city of residence, and travel expenses (mileage and per diem), plus applicable gross receipts taxes.

E. QUALIFICATIONS

Necessary qualifications for mediators include:

1. Two (2) or more years of employment experience in a profession related to:
 - mediation and dispute prevention;
 - special education/education;
 - rights of persons with disabilities; or
 - some combination of such experience equaling at least two years.
2. Knowledge of special education laws, rules, and regulations, including the IDEA, 20 U.S.C. § 1400 *et seq.*; the IDEA federal regulations, 34 C.F.R. Part 300; and the New Mexico Special Education rules, 6.31.2 NMAC.
3. Knowledge of mediation, dispute prevention, and dispute resolution techniques.
4. Formal training in mediation and alternative dispute resolution.
5. Bachelor's degree from an accredited institution in a relevant field (Master's degree or other advanced degree preferred).
6. Must not be an employee of the Agency, school district, charter school, educational service agency or any political subdivision of the State responsible for the provision of special education or care of the child in an assigned case.
7. Must not have a personal or professional interest that conflicts with the person's objectivity.

Other requirements for mediators:

1. Access to the necessary support and equipment to perform their duties, including: (a) telephone; (b) computer; (c) internet access; (d) ability to receive messages and answer telephone calls during normal business hours; (e) ability to receive and send electronic mail; (f) ability to draft and produce written mediated agreements; and (g) access to platform to conduct remote mediation (e.g., zoom).

2. Ability to conduct mediation during normal business hours.
3. Ability to travel when necessary.
4. Ability to host and conduct mediations remotely through a remote/virtual platform (e.g., zoom) during times when in-person mediation is not possible for public health or other reasons or when requested by the parties.
5. Ability to follow case management requirements set by the Agency.
6. Ability and willingness to participate in training provided by or through the Agency, and meetings related to the contracts and mediation issues required by the Agency.

Note: Persons who serve as special education facilitators for the Agency can also serve as mediators for the Agency, but they may not serve as special education due process hearing officers for the Agency.

F. COMPENSATION AND TERM

Contracts for mediation services will call for services on an as-needed basis at the following rates and terms:

1. \$110 per hour for mediation services, training provided by or through the New Mexico Public Education Department, and meetings related to the contracts and mediation issues required by the Department;
2. \$55 per hour for any necessary travel;
3. mileage for any necessary travel at the State rate;
4. per diem for any necessary travel at State rates/terms; and
5. applicable New Mexico gross receipts tax.

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. The Agency will assign and provide oversight of the work of the mediators. Mediators will be assigned to individual cases by the Agency on a rotating basis.

The Agency will offer successful candidates with a one-year contract, renewable at the Agency's option in one-year increments for four additional years, to provide services as needed.

G. PAYMENT AND SUPERVISION

Selected mediators will be paid for mediation services and costs by REC 6, a regional educational cooperative center/agency, under a Letter of Agreement.

The Agency will assign mediators to individual cases on a rotating basis.

The Agency will provide general supervision and training to the mediators.

H. QUESTIONS ABOUT THE REQUEST FOR APPLICATIONS

There will be no pre-application conference. The Agency has designated Kameron Morris as the RFA Administrator and contact person for this Request for Applications. Prospective Offerors with questions should contact:

Kameron Morris, ADR Coordinator
Office of General Counsel
New Mexico Department of Public Education
300 Don Gaspar Ave, Room 233
Santa Fe, New Mexico 87501
Office: 505-309-1214
Fax: 505-827-3313
Email: Kameron.Morris@state.nm.us

I. APPLICATION SUBMISSION AND DUE DATE

Complete and signed applications are due to the Agency's RFA Administrator no later than 5:00 P.M. on April 23, 2022. Applications will be date- and time-stamped upon receipt. All applications must be submitted and emailed or uploaded to the following email address:

Kameron.Morris@state.nm.us
Kameron Morris, RFA Administrator
RFA Name: Special Education Mediators (IDEA)
RFA Number: RFA 2223-M

The Agency is accepting applications by email. Applications must be submitted electronically to Kameron.Morris@state.nm.us.

Late and Incomplete submissions will not be accepted.

J. APPLICATION RESPONSE AND FORMAT

The application must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Accurate and complete information is a criterion for selection. The application must respond to each item clearly, specifically, and completely in the order listed. The response must be produced on 8 ½ x 11 paper and must use a 12-point type of font. **Incomplete applications will be rejected.**

1. Cover page clearly stating the name, address, telephone number, and email address of the Offeror submitting the application.
2. Cover letter explaining interest in contract.
3. Description of training, experience in mediation, and approach to mediation. Please include the following information:
 - a. Training you have received in mediation: the name and dates or year of training, name of the training provider, number of hours of training, a brief description of the training, and any certificate(s) obtained;
 - b. Your experience conducting mediation: types of mediation conducted, agency/entity for whom conducted mediation, and approximate numbers of mediations conducted;
 - c. Specific experience in mediation that involved public or special education issues or federal or state civil rights complaints related to children; and
 - d. Your approach to mediation and conflict engagement and resolution.
4. Description of knowledge of and experience with the IDEA, IDEA regulations, and New Mexico special education laws and rules, and special education practices. Please include the following:
 - a. Dates, places, nature, and extent of any relevant studies; and
 - b. Work or other experience with special education (role you played, length of your experience, and the relationship of this experience to your understanding of the conflicts in public education).
5. A current copy of your resume to include:
 - a. A summary of your education, other qualifications, and experience; and
 - b. A statement of any languages other than English in which you are fluent.
6. A statement that:
 - a. Discloses any past or current affiliations that is a conflict or may present the appearance of a conflict of interest (please provide the name of the agency, the dates of the work/contract, and a general statement of the nature of the work); and
 - b. Describes your ability to function impartially as a mediator in light of past affiliations.

7. Three letters of reference addressing your level of professionalism and your ability to implement the mediation activities in this Request for Applications. The Acknowledgement Form attached as Appendix 1 that allows the Agency to contact your references should be completed as part of your application.
8. A description of the Offeror's ability to have the supports and equipment as described in the Qualifications section described above and to devote the time necessary to the performance of the duties listed in this RFA.
9. A public or private agency or organization that 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.

K. RESPONSE AND EVALUATION CRITERIA

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:

- 30 Points Mediation training, experience, and approach
- 10 Points Experience with special education mediation or alternative dispute resolution
- 30 Points Special education training and experience
- 10 Points Other relevant qualifications and experience
- 10 Points Ability to function impartially as a mediator
- 5 Points Recommendations
- 5 Points Access to support and equipment and ability to perform tasks required and attend trainings

L. SEQUENCE OF EVENTS

Issuance of RFA	March 23, 2022
Application Deadline	April 23, 2022, by 5:00 P.M., Mountain Daylight Savings Time
Evaluation of Applications	May 9, 2022
Notification of Finalists	May 16, 2022

Appendix 1

**AUTHORIZATION FOR THE NEW MEXICO
PUBLIC EDUCATION DEPARTMENT TO OBTAIN CONFIDENTIAL REFERENCES**

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 New Mexico Public Education Department (the Agency) may contact some or all of the persons I have identified in my proposal as references. I understand that the Agency 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 Agency 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 Agency 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 Agency 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 2
Letter of Agreement (Contract)
SPECIAL EDUCATION MEDIATOR (IDEA)
REGIONAL EDUCATION CENTER No. 6

This letter of agreement is entered into by and between the Regional Education Center No. 6 (REC 6) and _____ (Mediator Name). 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 _____, 2022, and shall be terminated on _____, 2023, unless the Agency opts 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 (_____, 2022 through _____, 2026).

II. REC 6 Responsibilities

REC 6 has the responsibility to pay mediator invoices for mediation service and identified costs approved by NMPED at the contract rates set forth below in Section IX below. REC 6 also has the responsibility to issue a 1099 tax document to the Mediator.

The Mediator is not a formal employee of REC 6, so benefits and liability protection do not apply.

REC 6 does not provide general supervision for mediation or the Mediator.

III. New Mexico Public Education Department Special Education Division Authority and Responsibility

The New Mexico Public Education Department Special Education Division has general supervisory authority and responsibility over mediation under the IDEA which includes:

1. Assignment and management of the Mediator and mediation process, including compliance with IDEA Part B and state special education laws and rules;
2. Approval of reimbursement requests submitted to the REC 6 by the Mediator;
3. Recruitment of qualified persons to conduct special education mediations; and
4. Planning and providing trainings for mediators.

IV. Qualifications and Requirements

The following are necessary qualifications and requirements for the Mediator:

1. Is knowledgeable in laws and regulations relating to the provision of special education and related services under the IDEA and New Mexico Special Education Rules;
2. Is not an employee of the NMPED or Local Education Agency (LEA) involved in the education of the student who is the subject of mediation as required by 34 CFR § 300.506(c);
3. Does not have a personal or professional interest that conflicts or creates the appearance of a conflict with the objectivity of the assignment as required by 34 CFR § 300.506(c);
4. Has total impartiality in each mediation performed; and
5. Has a signed letter of agreement, resume, and W-9 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 Special Education Division.

1. The Mediator shall review the following resources and provide written confirmation to NMPED of the completion of this requirement within one month of this contract date:
 - a. The New Mexico State Special Education Rules;
 - b. The IDEA federal regulations;
 - c. The 2013 OSEP Guidance Document on Dispute Resolution; and
 - d. NMPED Instructions for Mediators.
2. Upon being assigned by the New Mexico Public Education Department as a mediator in case, the Mediator shall:
 - a. Contact the necessary parties to plan and conduct the mediation within the timelines required by New Mexico Special Education Rules, unless an extension is granted by the New Mexico Public Education Department or Due Process Hearing Officer as allowed by the Rules;

- b. Conduct the mediation at a mutually agreeable location or through remote/virtual means if necessary or preferred by the parties;
 - c. Conduct the special education mediation in a professional and impartial manner, following all IDEA and New Mexico Special Education Rules requirements; and
 - d. Accept assignments for mediation only when the Mediator has the ability to complete the mediation within the timelines required by the New Mexico Special Education Rules.
3. For cases that are resolved in mediation, the Mediator shall ensure that a Mediated Agreement which sets forth the resolution and includes these requirements:
 - a. States that all discussions that occurred in mediation will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding is signed by the parent and a representative of the public agency who has the authority to bind the agency;
 - b. If the resolution involves IEP-related issues, the Mediation Agreement also must state that the public agency will convene an IEP meeting to inform the student's service providers of their responsibilities under the Agreement and revise the student's IEP accordingly; and
 - c. The Mediation Agreement must be signed by the parent and a representative of the public agency who has authority to bind the agency.
4. The Mediator shall maintain the confidentiality of the discussions in mediation and parties to the mediation.
5. Upon completion of the mediation, the Mediator shall request that the parties to mediation complete and return a survey to the New Mexico Public Education Department.
6. The Mediator shall submit invoices for service and travel reimbursements to the New Mexico Public Education Department and the REC 6 within 10 days of the completion of the completion of mediation, training, or meeting.
7. The Mediator shall ensure that the final signed mediation agreement Mediation Agreement is provided to appropriate school district, the parent(s), and NMPED.
8. The Mediator shall participate in training regarding mediation and special education conflict resolution provided by or through NMPED. This includes the TAESE quarterly workgroup for mediators, annual training, and other training required by NMPED.
9. The Mediator shall participate in any meetings/conferences set by NMPED for purposes of discussing the contracts, requirements of the contracts, and issues related to mediation in the state.
10. The Mediator shall ensure that it provides up to date contact information, including address, phone, and email address and shall ensure that if there are any changes to the contact information, NMPED is notified within one week of any change.

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 using the templates provided by NMPED with its Mediator Instructions.

VIII. Indemnification

The Mediator hereby agrees to release, indemnify, and hold harmless REC 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 as outlined in this contract. This includes liability resulting directly or indirectly from acts or omissions of Indemnitees 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 the Mediator.

IX. Contract Rates and Invoices

Invoices shall be submitted within 10 days of the completion of work a using the templates provided by NMPED with its Mediator Instructions. The Mediator's name and address on the invoice must match the information on W-9 form given to REC 6 and must include the LEA name, NMPED case number, dates and times spent on the case, description of work, hourly rate, county and rate for gross receipts tax, and the Mediator's signature.

Mediator Rates are as follows:

1. \$110.00 per hour for mediation service, training provided by or through NMPED, and meetings related to the contracts and mediation issues required by NMPED;

2. \$55.00 per hour for any necessary travel;
3. mileage for any necessary travel at the current State rate;
4. per diem for any necessary travel at State rates/terms; and
5. applicable New Mexico gross receipts tax.

X. Signatures

The signatures below signify agreement to the terms and conditions of this agreement and will be in effect from _____, 2022 through _____, 2023 (and updated yearly as required).

Mediator

Authorized Signature

Printed Name and Title

Date

Agency

Authorized Signature

Printed Name and Title

Date