

## **AGREEMENT TO MEDIATE (IDEA DISPUTES)**

This Agreement to Mediate (“Agreement”) is between [Complainant Name] \_\_\_\_\_ (“Complainant”) and [Respondent Name] \_\_\_\_\_, (“Respondent”), hereafter collectively referred to as the “Parties,” and the undersigned Mediator.

The Parties have disagreements regarding [Student name] \_\_\_\_\_ (“Student”), age \_\_\_\_\_, and wish to voluntarily participate in mediation in order to reach a mutually satisfactory resolution of disputes occurring under the implementing regulations of the Individuals with Disabilities Education Act (IDEA), 34 C.F.R. Part 300. At our request, the Colorado Department of Education (“CDE”) has arranged to have a trained and impartial mediator appointed through the Colorado Department of Personnel and Administration, Office of Administrative Courts (“OAC”). The Parties understand that by voluntarily entering into mediation, there is no waiver of the right to due process or any other procedural safeguards.

The Parties agree to abide by the following mediation procedures:

1. The Parties will attempt to resolve their disputes in good faith through open and honest discussions and will give serious consideration to all suggestions made to develop a mutually agreeable resolution of the dispute(s). Consequently, the Parties shall come to the mediation with open minds and with binding authority to settle the dispute.
2. In order to promote open and honest communications, all discussions that occur during mediation shall remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding.
3. The Mediator will not reveal anything discussed in mediation without the consent of all Parties unless: there is a suspicion of child abuse or neglect; if either Party is in danger of bodily harm; or a Party has made a complaint against the mediator.
4. Neither Party shall subpoena or demand the production of any mediation communications, records, notes or work product of the Mediator. Nor shall either party subpoena the Mediator as a witness in any legal or administrative proceeding concerning this mediation. C.R.S. § 13-22-307(2).
5. The Mediator will not offer legal advice. If either Party wants legal assistance, they must consult with an attorney of their choice.
6. The Mediator will not enter any judgment or determine the rights and responsibilities of either Party.
7. The Mediator will not impose decisions about “right” or “wrong” nor represent the interests of either Party.
8. Neither Party shall be legally bound by any promises or agreements made in mediation that are not reduced to a written Settlement Agreement and signed by both Parties. A written Settlement Agreement which has been signed by both parties shall be binding on

the Parties and legally enforceable in any State court of competent jurisdiction or in a district court of the United States.

9. Duplicate originals of any signed Settlement Agreement will be supplied to each Party and may be used in any relevant proceeding, including individual education program planning unless the Settlement Agreement provides to the contrary.
10. Mediation must be completed as soon as possible but no later than thirty (30) calendar days from the date assigned to the OAC. If there is an active expedited due process complaint, the mediation time frame may be shorter. If the mediation includes active state complaint issues, the timelines for completion of that investigation shall be extended for a reasonable and specific period of time by the State Complaints Officer to provide the Parties with an opportunity to complete the mediation process.
- 11. The Complainant shall ensure that any person who signed as a complaining party in a pending due process or state complaint attends all mediation sessions.**
- 12. The Respondent shall ensure that a person with authority to bind the educational agency and commit necessary resources attends all mediation sessions.**
13. At the conclusion of the mediation, the Parties agree to complete the written Mediation Evaluation form and return it to CDE no later than two weeks after completion of the mediation process.

**I have read, understand and agree to each of the provisions of this Agreement to Mediate.**

<b>Complainant:</b>
Name:
Address:
Phone:
E-mail:
Signature & Date:

<b>Educational Agency Representative:</b>
Name:
Title:
Address:
Phone:
E-mail:
Signature & Date:

<b>Complainant:</b>
Name:
Address:
Phone:
E-mail:
Signature & Date:

<b>Mediator:</b>
Name:
Address:
Phone:
E-mail:
Signature & Date:

**NOTE: THIS AGREEMENT TO MEDIATE SHOULD BE SIGNED BY EACH AND EVERY PERSON WHO PARTICIPATES IN THE MEDIATION.**

If there are additional parties to the mediation, provide above information and signatures on this additional form.

<b>Agency/District:</b>
Name:
Title:
Address:
Phone:
E-mail:
Signature & Date:

<b>Agency/District:</b>
Name:
Title:
Address:
Phone:
E-mail:
Signature & Date:

<b>Agency/District:</b>
Name:
Title:
Address:
Phone:
E-mail:
Signature & Date:

<b>Agency/District:</b>
Name:
Title:
Address:
Phone:
E-mail:
Signature & Date:

<b>Other:</b>
Name:
Title:
Address:
Phone:
E-mail:
Signature & Date:

<b>Other:</b>
Name:
Title:
Address:
Phone:
E-mail:
Signature & Date:

<b>Other:</b>
Name:
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<b>Other:</b>
Name:
Title:
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Signature & Date:

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