

## AGREEMENT TO MEDIATE

### IMPORTANT NOTICE:

Pursuant to Federal law 34 C.F.R. §300.506(b)(1)(i), and 34 C.F.R. §303.431(b)(1)(i) the mediation process is to be voluntary on the part of the parties. If any party does not agree to participate in Mediation, the request for mediation will be closed and no Mediation will be held.

Since Mediation is voluntary for the parties, if at any point during the Mediation proceedings, a party determines that they no longer desire to participate in Mediation that party may immediately notify the Mediator and the Mediation proceedings will end.

### ABOUT THE AGREEMENT TO MEDIATE

1. The parties consent to have the appointed individual act as a Mediator in this matter.
2. The Mediator shall act as an advocate for resolution, and shall use his or her best efforts to assist the parties in reaching a mutually acceptable agreement.
3. The parties understand that the Mediator is not an employee of OSSE, DCPS, or any District of Columbia public charter school. The Mediator is acting in a neutral capacity and is not acting as an attorney for any party to the Mediation. Further, the Mediator is not providing legal advice, nor is the Mediator a judge or a hearing officer.
4. The parties agree to have present or available for immediate contact by phone or other electronic communication, persons with adequate settlement authority to resolve the dispute among the parties.
5. In order to promote communication and to further facilitate the settlement process, the parties agree that all statements made during the Mediation process are CONFIDENTIAL, and cannot be used as evidence in any subsequent administrative or judicial court of competent jurisdiction. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or not discoverable as a result of its disclosure or use during the Mediation.
6. During the Mediation, the Mediator is free to meet and/or communicate separately with any party both before and during (and, if necessary, after) the Mediation session. Such private caucuses may be beneficial in ensuring that all necessary issues are addressed when facilitating resolution.
7. The parties will not subpoena, or otherwise require the Mediator to testify or produce any records, notes, or other documents reviewed or received during the Mediation.
8. Mediation sessions will not be recorded or transcribed.
9. This document shall be admissible in any subsequent proceeding to prove the existence of the agreement to Mediate.
10. All parties acknowledge that pursuant to 34 C.F.R. §300.506(b)(6) or 34 C.F.R. §303.431(b)(5), if the parties resolve a dispute through the Mediation process, the parties must execute a legally binding agreement that sets forth that resolution and that states that all discussions that occurred during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; and is signed by all agreeing parties in the mediation, including as appropriate, a representative of the public agency who has the authority to bind such agency.
11. A written, signed Mediation Agreement is enforceable in any State Court of competent jurisdiction or in a district court of the United States.

## ACKNOWLEDGEMENT OF AGREEMENT TO PARTICIPATE

In the section below, the following applicable parties must sign to indicate willingness to participate in Mediation in this matter:

Yes, I, \_\_\_\_\_, Parent(s) agree to participate in Mediation to resolve this matter and agree to abide by the above procedures and guidelines governing the process.

Signature, \_\_\_\_\_

Date, \_\_\_\_\_

Yes, I, \_\_\_\_\_, Public Educational Agency Representative, agree to participate in Mediation to resolve this matter and agree to abide by the above procedures and guidelines governing the process.

Signature, \_\_\_\_\_

Date, \_\_\_\_\_

Yes, I, \_\_\_\_\_, on behalf of \_\_\_\_\_, agree to participate in Mediation to resolve this matter and agree to abide by the above procedures and guidelines governing the process.

Signature, \_\_\_\_\_

Date, \_\_\_\_\_

Yes, I, \_\_\_\_\_, on behalf of \_\_\_\_\_, agree to participate in Mediation to resolve this matter and agree to abide by the above procedures and guidelines governing the process.

Signature, \_\_\_\_\_

Date, \_\_\_\_\_

## ACKNOWLEDGEMENT OF DECLINATION

NO, I, \_\_\_\_\_, Parent(s) DECLINE. I DO NOT agree to participate in Mediation to resolve this matter.

Signature, \_\_\_\_\_

Date, \_\_\_\_\_

NO, I, \_\_\_\_\_, Educational Agency Representative DECLINE. We DO NOT agree to participate in Mediation to resolve this matter.

Signature, \_\_\_\_\_

Date, \_\_\_\_\_

NO, I, \_\_\_\_\_, on behalf of \_\_\_\_\_, DECLINE. I DO NOT agree to participate in Mediation to resolve this matter.

Signature, \_\_\_\_\_

Date, \_\_\_\_\_

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**Office of the State Superintendent of Education  
Office of Dispute Resolution**

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