ILLINOIS STATE BOARD OF EDUCATION

CONTRACT FOR SERVICES ("AGREEMENT") OF A SPECIAL EDUCATION DUE PROCESS MEDIATOR MADE BY AND BETWEEN _______________ ("Mediator") AND THE ILLINOIS STATE BOARD OF EDUCATION ("ISBE")

Contract Term: Fiscal Year 2010 — "Effective Date" through June 30, 2010

"Effective Date," shall be defined as either July 1, 2009 or the date upon which this Agreement is fully-executed by the parties, whichever date is later.

WHEREAS, ISBE has the responsibility to develop and implement a mediation system pursuant to the requirements of the Individuals With Disabilities Education Improvement Act of 2004, Public Law 108-446 ("IDEA 2004"), and regulations that have been or will be promulgated under relevant federal and state statutory provisions ("Implementing Regulations"); and

WHEREAS, Mediator wishes to contract with ISBE for the purpose of conducting mediation services in accordance with the requirements of IDEA 2004, and the Implementing Regulations;

NOW, THEREFORE, in consideration of the mutual covenants herewith contained and for other good and valuable consideration, Mediator and ISBE agree as follows

A. DUTIES AND RESPONSIBILITIES OF MEDIATOR

1. Mediator shall serve as mediator in any special education matter to which Mediator has been selected by ISBE. Mediator represents and warrants that he or she is knowledgeable in laws and regulations relating to the provision of special education and related services. Mediator acknowledges and agrees that, at any time during the Contract Term, ISBE may, in its sole discretion, temporarily remove Mediator from the selection rotation depending on, among other things, Mediator's active caseload.

2. Within five (5) calendar days following the conclusion of any mediation for which Mediator is selected (whether the conclusion be as a result of withdrawal of the due process hearing request or otherwise) ("Conclusion"), Mediator shall send to ISBE's Division of Special Education Services: the mediation waiver signed by the parties; any signed documentation of the withdrawal of the due process hearing; any written mediation agreement; and any and all other documentation as required or that may at any time be required by ISBE.

3. Mediator shall hold any and all mediation sessions in a matter for which he or she is selected in a location that is convenient to the parties to the dispute.

4. Mediator shall affirm at the commencement of any mediation that he or she is impartial and has no financial, professional or personal interest that would conflict with his or her objectivity in the mediation. If, at the time of selection or any point thereafter, Mediator knows or reasonably should know of an actual or potential conflict, he or she shall immediately disclose such conflict in writing to the parties and copy ISBE's Division of Special Education thereon. Failure to
disclose a conflict of interest could result in the immediate termination of this Agreement.

5. Mediator shall maintain Internet access and an active e-mail account, include his or her e-mail address on the signature page of this Agreement, and notify ISBE’s Division of Special Education, as soon as practicable, of any change to such e-mail address. Mediator, throughout any mediation for which he or she is selected, shall fully access and use the Web-based Special Education Database System.

6. Mediator shall present a statement of charges to ISBE within 30 days following the Conclusion of any mediation. Such statement shall include thereon the case name, services rendered and date(s) on which services were rendered.

7. Mediator shall not assign, transfer or sub-contract any services to be performed by Mediator under this Agreement.

8. Notwithstanding any other provision of this Agreement, ISBE may immediately terminate the Agreement if Mediator: (a) breaches any representation, certification or warranty made by Mediator herein or any other provision of this Agreement; or (b) engages in any conduct that Mediator knows or should know will or could harm the business or reputation of ISBE. Mediator understands that, in the event of allegations by a party to a proceeding before him or her that Mediator has knowingly or willingly violated the terms of this Agreement, ISBE’s Division of Special Education Services or a designee thereof may conduct an investigation. Mediator understands that: such investigation may continue for a period of 30 calendar days after receipt of the allegations by ISBE; during such period of time Mediator shall only proceed with the matter giving rise to the allegations with the consent of the parties thereto (but shall continue conducting all other pending matters in their usual course); and such investigation may result in, among other things, remediation or termination.

9. In the event of any incapacity to perform any services in a timely manner, Mediator shall, as soon as practicable, provide ISBE’s Division of Special Education and any parties in a pending matter for which Mediator has been selected with written notification of such incapacity and a declaration as to the likely period such incapacity may continue. Upon receiving such notification, ISBE, in its sole discretion, may transfer any pending matters and, to the extent permitted by applicable law, terminate the Agreement.

10. Mediator agrees to attend an annual update training provided by ISBE and any and all other mandatory training sessions. Mediator further understands that he or she will be paid $250.00 per day for attendance at the annual update training and any other mandatory training session and he or she will be reimbursed for travel expenses in accordance with paragraph B.1 herein.

11. Mediator certifies that he or she: (a) has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or made an admission of such conduct which is a matter or record pursuant to 30 ILCS 500/50-5, et seq. and 720 ILCS 5/33E-1, et seq.; (b) is not in default on an education loan as provided in 5 ILCS 385/1, et seq.; (c) is not barred from being awarded a Agreement or subcontract under 30 ILCS 500/50-13; and (d) will not
engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

12. Mediator has read and agrees to the Certifications and Standard Contract Terms (and all attachments thereto) attached hereto as Exhibit A.

13. Mediator acknowledges that, as a result of this Agreement, he or she may have access to confidential information subject to the confidentiality requirements of Article 14, the Illinois School Student Records Act [105 ILCS 10/1 et seq.], the Illinois Mental Health and Developmental Disabilities Confidentiality Act [740 ILCS 110/1 et seq.], the Family Educational Rights and Privacy Act (FERPA) [20 U.S.C. 1232g], and the Illinois School Student Records Act (ISSRA) [105 ILCS 10/1 et seq.]. Mediator agrees not to use or disclose any confidential student or other information in violation of any of the foregoing statutory provisions or the implementing regulations associated therewith. Mediator agrees student records received pursuant to this Agreement shall be disposed of after the purpose of the Agreement is served. Disposal means the return of the information to ISBE or destruction of the information, as directed by ISBE.

B. DUTIES AND RESPONSIBILITIES OF ISBE

1. ISBE shall compensate Mediator for his or her services at a rate of $250.00 for each mediation session that he or she holds in an assigned mediation matter, plus reimbursement for ordinary and reasonable travel and related expenses as defined in the current edition of ISBE’s “Travel Guide Manual”. In the event a mediation session is cancelled on the scheduled date, the Mediator shall be compensated $250.00 and all other applicable expenses.

ISBE shall additionally pay Mediator at a rate of $25.00 per hour for direct travel time to and from each mediation matter itemized in one-quarter hour increments or such other increment as may be determined by ISBE during the period of this Agreement (“Hourly Rate”). Travel time includes the time Mediator leaves home, travelling directly, and arrives at mediation location plus the time the Mediator leaves the mediation location, travelling directly, and arrives home. ISBE will reimburse Mediator for all travel expenses as defined in the current edition of ISBE’s “Travel Guide Manual”. All such expenses shall be itemized and accompanied by appropriate receipts. Mediator will not be reimbursed, under any circumstances, for expenses paid by Mediator to another party for the provision of secretarial services or other clerical support to Mediator.

2. ISBE shall compensate Mediator in the amount of $100.00 if, after he or she is selected for a mediation matter but before he or she holds any mediation session in such matter, a party withdraws or cancels its (or both parties withdraw or cancel their) request to mediate. Mediator shall immediately notify ISBE of any withdrawn or cancelled mediation request, including in such notice the case name and date on which any mediation session in such matter was scheduled to take place.

3. The amounts set forth in paragraphs B.1 and B.2 represent the total amount of compensation to which Mediator is entitled for the services he or she provides under this Agreement. The obligation of ISBE to pay the compensation in
paragraphs B.1 and B.2 and reimburse Mediator for expenses is contingent upon the continuing availability of funds appropriated by the Illinois General Assembly and expendable for purposes consistent with this Agreement.

C. GENERAL PROVISIONS

1. Any notice or documentation to be provided by Mediator to ISBE pursuant to this Agreement shall be signed by the Mediator and so provided by: (a) facsimile (217/782-0372); and (b) by certified mail, postage prepaid, or recognized overnight delivery services (with means of tracking such delivery).

2. The terms set forth in this Agreement (including all Exhibits hereto) constitute the entire agreement of the parties. No modification or amendment of this Agreement shall be permitted except by the mutual written agreement of the parties.

3. Mediator acknowledges and agrees that he or she is performing services under this Agreement solely as an independent contractor and that Mediator will not be considered an ISBE employee for any purpose. This Agreement shall not create an express or implied right or expectation that an Agreement shall be renewed or extended to Mediator in or for future years.

4. The terms of this Agreement shall be interpreted and construed in accordance with the Laws of Illinois. In the event an action for enforcement of the terms of this Agreement shall become necessary, the parties agree that such action shall be brought either in the Circuit Court of Cook County, Illinois or the Circuit Court of Sangamon County, Illinois.

MEDIATOR

Signature: __________________________
Date: __________________________
Name __________________________
Mailing Address: __________________________

Telephone: __________________________
FAX No. __________________________
Email Address: __________________________

ILLINOIS STATE BOARD OF EDUCATION:

Signature: __________________________
Date: __________________________
Name: __________________________
Mailing Address: __________________________

Telephone: __________________________
FAX No. __________________________
Email Address: __________________________
School District(s) of Residence _________________________________