



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING



JENNIFER M. GRANHOLM
GOVERNOR

MICHAEL P. FLANAGAN
SUPERINTENDENT OF
PUBLIC INSTRUCTION

April 17, 2006

MEMORANDUM

TO: Intermediate school districts, local education agencies, including public school academies, institutions of higher education, professional organizations, private profit and non-profit organizations, including parent and advocacy organizations and other interested parties

FROM: Jacquelyn J. Thompson, Ph.D., Director
Office of Special Education and Early Intervention Services

SUBJECT: Notice of Availability of Request for Proposal for a Mandated Activities Project: Dispute Resolution Under the Individuals with Disabilities Education Act (IDEA 2004)

The State Board of Education has approved criteria for a mandated activities project titled, "Dispute Resolution Under the Individuals with Disabilities Education Act (IDEA 2004)."

Purpose: To establish and maintain a statewide project that will provide an alternative form of conflict resolution related to due process hearings and complaints. The project will provide a system for conducting dispute resolutions which includes, but is not limited to: training mediators, processing requests for mediation, collecting data, developing and maintaining a manual of procedures and publications, and evaluating program effectiveness. The project will provide training to school district personnel and parents in communication, negotiating, and conflict resolution. The project will also provide district personnel and parent training and technical assistance in Individualized Education Program (IEP)/Individualized Family Service Plan (IFSP) facilitation.

Funding: The total amount of the project is up to \$350,000 per year.

OSE/EIS-06-06

STATE BOARD OF EDUCATION

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608 WEST ALLEGAN STREET • P.O. BOX 30008 • LANSING, MICHIGAN 48909
www.michigan.gov/mde • (517) 373-3324

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Proposal Due: The proposals will be due by 5:00 p.m. on Friday, June 2, 2006.

Project Duration: The project duration is anticipated to be October 1, 2006, or upon award, through September 30, 2007 for the initial funding period and is contingent upon the Superintendent's approval. Funding may continue for up to five years, based on satisfactory performance and availability of federal funds.

Eligibility: Intermediate school districts, local education agencies, including public school academies, institutions of higher education, professional organizations, private profit and non-profit organizations, including parent and advocacy organizations, and others with a demonstrated experience in providing the services requested.

Application: To receive a copy of the Request for Proposal (RFP) for this project, please contact Ms. Linda Price at (517) 241-4517 prior to the due date, or access our website at: <http://www.michigan.gov/mde>
Click on: (1) Programs & Offices; (2) Office of Special Education and Early Intervention Services; (3) Finance Management under the Grants section.

If you have any questions regarding the competitive bid procedures or process, please contact John Andrejack at (517) 373-2949. If your questions pertain to the project's purpose or intent, please contact the grant manager listed in the RFP.

JJT:bh



Office of Special Education and Early Intervention Services

TITLE: Dispute Resolution Project

PURPOSE: To establish and maintain a statewide project that will provide an alternative form of conflict resolution related to due process hearings and complaints. The project will provide a system for conducting dispute resolutions which includes, but is not limited to: training mediators, processing requests for mediation, collecting data, developing and maintaining a manual of procedures and publications, and evaluating program effectiveness. The project will provide training to school district personnel and parents in communication, negotiating, and conflict resolution. The project will also provide district personnel and parent training and technical assistance in Individualized Education Program (IEP)/Individualized Family Service Plan (IFSP) facilitation.

PROPOSAL DUE: Original and eight (8) copies delivered to:
Beth Horne, Office of Special Education and Early Intervention Services,
2nd Floor, Hannah Building, 608 West Allegan Street, P. O. Box 30008, Lansing, Michigan
48909, by **5:00 p.m. on Friday, June 2, 2006.**

DATE OF ISSUE: April 19, 2006

SECTION I: General Information for the Bidder

If awarded this grant, I understand and agree to the following:

I-A INTRODUCTION

The 1997 reauthorization of the Individuals with Disabilities Act (IDEA) established mediation as a process that may be used in resolving conflicts between schools and the parents of a child with a disability. While prior legislation permitted mediation, IDEA '97 explicitly outlined State's obligations for creating a mediation process in which parents and LEAs may voluntarily participate.

Mediation is defined as an attempt to bring about a peaceful settlement or compromise between parties through the objective intervention of a neutral party. Mediation is an opportunity for parents and school officials to sit down with an independent mediator and discuss a problem, issue, concern, or complaint in order to resolve the problem amicably. Mediation can be initiated at any time, if both parties agree, to expedite the development of a solution.

To ensure that the mediation process is a valuable alternative to litigation, IDEA contains guidelines states must follow in developing a mediation program. First, mediation must be voluntary for both parties. Second, mediation may not be used to deny or delay a parent's right to a due process hearing, or to deny other rights guaranteed under IDEA. And, third, a qualified and impartial mediator who is trained in effective mediation techniques must conduct mediation.

IDEA requires states to pay for the mediation process and to maintain a list of qualified mediators who are knowledgeable about the laws and regulations pertaining to the provision of special education and related services. The state must also ensure that each mediation session is scheduled in a timely manner and held in a location that is convenient for the parties involved.

Under the newly authorized Individuals with Disabilities Education Act (IDEA 2004), Section 615, it is stated that state agencies shall ensure that procedures are established and implemented to allow parties to resolve disputes involving any matter relating to the identification, evaluation or educational placement of the student, or provision of a free appropriate public education, including matters arising prior to the filing of a complaint or due process hearing. Some of the revised provisions of Section 615 that relate to due process hearing requests and civil actions are also relevant for Part C agencies that use Part B due process hearing procedures.

This reauthorization also created a new provision, called a resolution session, which provides an opportunity for parents and local educational agencies (LEAs) to resolve any issues in the complaint in an efficient and effective manner so that parents and LEAs can avoid due process hearings and provide immediate benefit to the child. Within 15 days of when a complaint is filed and prior to a due process hearing, the LEA must convene a resolution session between the parents and the relevant members of the Individualized Education Plan (IEP) Team who have specific knowledge of the facts contained in the complaint (as determined by the LEA and the parents). In the event the complaint is not resolved through this process, the parties may then proceed to a due process hearing. The parties may agree not to conduct the resolution session if both agree in writing or decide to use mediation.

An overview of the relevant changes in IDEA 2004 can be found in the Appendix of this Request for Proposal (RFP). Other information from the Office of Special Education Programs (OSEP), Technical Assistance and Dissemination Project related to this priority can be obtained from the Consortium for Appropriate Dispute Resolution in Special Education (CADRE). See the website <http://www.directionservice.org/cadre/>.

The Michigan Department of Education (MDE), Office of Special Education and Early Intervention Services (OSE/EIS) continually seeks to improve services for children with disabilities and their families as they comply with the requirements of IDEA including the procedural safeguard provisions. The initial mediation project was instituted in Michigan in 1986. Over time, provisions for the project have evolved to include the requirements in IDEA 1997 and IDEA 2004 as well as the input of stakeholders who worked on Michigan’s Continuous Improvement Monitoring Plan (CIMP). Those stakeholders recommended conceptually aligning Michigan’s due process system with the intent and spirit of the federal requirements for resolving disputes. They also emphasized the importance of disseminating information about Michigan’s mediation project and promoting project services to a wider audience.

Statewide Initiative for Early Dispute Resolution

OSE/EIS is seeking proposals for an early dispute resolution project that addresses both formal IDEA mediation and informal conflict resolution mechanisms, such as facilitation.

The successful bidder will be responsible for:

1. Developing and implementing a Statewide initiative that provides effective mediation and facilitation services to resolve disputes among members of IFSP and IEP teams.
2. Providing training and technical assistance that will increase communication and negotiation skills of parents, educators, and agencies.
3. Coordinating with OSE/EIS dispute resolution staff to provide public awareness that ensures parents and schools understand the range of dispute resolution options available and how to access them.

Prospective bidders should be aware that all states must report on a number of indicators that measure each state’s progress in carrying out the mandates of IDEA. IDEA 2004 mandates the development and implementation of a State Performance Plan (SPP) that is developed with stakeholder input and submitted to the U.S. Department of Education, Office of Special Education Programs. The SPP includes improvement strategies and annual benchmarks in key performance indicators for a period of six years. The state is required to report progress annually in the Annual Performance Report (APR). The indicator pertinent to this RFP, SPP Indicator #19, refers to Mediated Agreements: Percent of mediations held that resulted in mediation agreements.

Michigan submitted the following Baseline Data in the SPP for FFY 2004 (2004-2005):

<u>Status of Mediations in 2004</u>	
(2.1) Mediated with agreement	24
(2.1) Mediated without agreement	9
(2.2) Mediations not held (including pending)	17
(2.0) Total requests for mediation	50

Percent: $24 \div 33 * 100 = 73\%$

Source: Michigan Complaints and Hearings Database

Also, for the SPP submitted in December 2005, the stakeholder team identified the following Measurable and Rigorous Targets that must be considered by those responding to this RFP:

FFY	Measurable and Rigorous Target
2005 ('05 – '06)	74% of mediations that result in mediation agreements.
2006 ('06 – '07)	75% of mediations that result in mediation agreements.
2007 ('07 – '08)	76% of mediations that result in mediation agreements.
2008 ('08 – '09)	77% of mediations that result in mediation agreements.
2009 ('09 – '10)	78.5% of mediations that result in mediation agreements.
2010 ('10 – '11)	80% of mediations that result in mediation agreements.

Improvement Activities and Timelines, submitted in Michigan's December 2005 SPP, are included in the following table:

Timelines	Activities
2005 - 2006	Increase awareness of mediation in the early intervention and special education communities through semi-annual mailings and presentations conducted throughout the year.
2006 - 2011	Build capacity of parents and educators to maximize the use of mediation through skill-building workshops.
2006 - 2007	Research and introduce new collaborative problem solving techniques for use in mediation.
2006 - 2009	Improve mediator trainings held to emphasize techniques for reaching agreements.
2006 - 2011	Identify and target areas of the state in particular need of assistance.
2006 - 2011	Use the new compliance database to increase opportunities for use of mediation and track progress in mediation.
2006 - 2011	Increase coordination with the OSE/EIS complaint and hearing staff.

I-B PROJECT PURPOSE

To establish and maintain a statewide project that will provide an alternative form of conflict resolution related to due process hearings and complaints. The project will provide a system for conducting dispute resolutions which includes, but is not limited to: training mediators, processing requests for mediation, collecting data, developing and maintaining a manual of procedures and publications, and evaluating program effectiveness. The project will provide training to school district personnel and parents in communication, negotiating, and conflict resolution. The project will also provide district personnel and parent training and technical assistance in Individualized Education Program (IEP)/Individualized Family Service Plan (IFSP) facilitation.

Proposed Outcomes

The proposed outcomes for this statewide project are:

- High quality mediation and facilitation services will be available statewide with the goal of increasing facilitated complaint resolution and formal mediation activity;
- A cadre of culturally competent mediators knowledgeable about special education will be available across the state;
- A cadre of persons skilled in IEP and IFSP facilitation will be trained and available;
- New research-based collaborative problem solving techniques, such as conflict resolution for use in alternative dispute resolution, will be incorporated into project activities;
- The capacity of parents and educators to maximize the use of alternative dispute resolution mechanisms will be increased so there is increased facilitated complaint resolution;
- An increase in alternative dispute resolution mechanisms will result in a decrease in the number of due process hearings;
- The increased public awareness of the project services will result in increased requests for services.

The bidder must describe how these outcomes will be incorporated into the evaluation plan of the proposed project.

THE PRIORITY:

The priority is to support the establishment of a statewide alternative dispute resolution project that provides options for parents and school districts to resolve disputes involving the identification, evaluation, educational placement or any matter related to the education of a child with disabilities. This early dispute resolution project is seen as a significant component of the MDE's dispute resolution system by providing alternative dispute resolution mechanisms such as mediation, facilitation, technical assistance, and training that will resolve differences and strengthen relationships between disputing parties, through consensus building and informal conflict resolution strategies.

Clarification of the Priority:

Funded under IDEA, this STATEWIDE PROJECT will:

- (a) Establish and maintain a Statewide program for early dispute resolution that will provide mediation services for parents and school personnel as well as facilitation training and technical assistance to members of IEP and IFSP teams.
- (b) Coordinate the project's efforts and activities with other projects and agencies that provide information, training and/or technical assistance to parents and families in Michigan.
- (c) Engage in collaborative planning and evaluation with OSE/EIS to ensure that requirements of IDEA 2004 and the State Performance Plan (SPP)/Annual Performance Report (APR), and other general supervision responsibilities are being met.

- (d) Implement project management and evaluation that facilitates data based decision making and increase programmatic efficiency and fiscal responsibility.

I-C ISSUING OFFICE

This Request for Proposal (RFP) is issued for the State of Michigan by MDE, OSE/EIS. The OSE/EIS is the sole point of contact in the State for this RFP. All inquiries relating to this grant should be addressed to:

Monica Butler, Grant Manager
Office of Special Education and Early Intervention Services
2nd Floor, John Hannah Building
P.O. Box 30008
Lansing, MI 48909

I-D TYPE OF GRANT

It is proposed that, if a grant is entered into as a result of this RFP, it will be a time and materials negotiated grant. Negotiations may be undertaken with the bidder who appears to be the most qualified, responsible, and capable of performing the work outlined in this RFP. The successful bidder will meet with the MDE, OSE/EIS to finalize all details of the grant award including any changes or modifications requested by the MDE. The initiative will be a component of the MDE's statewide plan for the implementation of IDEA and, as such, is subject to changes or modifications as directed by the MDE. Any equipment purchased is subject to the Education Department General Administrative Regulations (EDGAR) found in Appendix B. The grant that may be agreed upon will be the most advantageous to the State, price, and other factors considered. The State reserves the right to consider proposals and modifications thereof received at any time before the award is made, if such action is in the interest of the State.

I-E FUNDING

The proposal will be awarded with Individuals with Disabilities Education Act (IDEA 2004) mandated activities funds. The total amount of this grant will be \$350,000. The first project funding cycle is 12 months beginning October 1, 2006 and ending September 30, 2007.

I-F PROJECT PERIOD

The project will be awarded for up to five years, contingent upon completion of an external performance evaluation. The project will be required to conduct an external evaluation prior to the completion of year three. Continued funding will be contingent upon approval from the Superintendent of Public Instruction, availability of federal funds, and the successful implementation of project activities and outcomes.

I-G ELIGIBLE APPLICANTS

Eligible applicants include intermediate school districts, local education agencies, including public school academies, institutions of higher education, professional organizations, private profit and non-profit organizations, including parent and advocacy organizations, and others with demonstrated experience in providing the products and services specified in the RFP. All who plan to submit a proposal, must contact Beth Horne at (517) 373-2949 prior to the proposal due date of June 2, 2006 so that the appropriate number of peer review panelists can be secured.

I-H RESPONSE DATE

To be considered, proposals must arrive at the OSE/EIS as specified on the cover page of the RFP. Bidders mailing proposals should allow mail delivery time sufficient to ensure timely receipt of their proposals. Proposals which are received after the specified due date and time, regardless of the date of postmark receipt, cannot be considered and will be returned promptly to the bidder. Bidders are solely responsible for the timely arrival of proposals at the OSE/EIS. Late proposals and proposals submitted electronically or by facsimile will be returned to the applicant without review.

I-I REJECTION OF PROPOSALS

The MDE, OSE/EIS reserves the right to reject any and all proposals in whole or in part or to negotiate separately with any sources whatsoever to serve the best interests of the State. Additionally, past performance on other grants or other relevant factors will be considered when recommendations for the grant award are made to the Superintendent of Public Instruction.

I-J PERFORMANCE REPORTING

As a condition of receiving funding, the recipient will provide the MDE, OSE/EIS with progress reports describing the project's progress on the approved work plan. The MDE, OSE/EIS may place these progress reports on a website. Additional information needed to assist the state in meeting its federal reporting requirements for this program will also be required. Reports may be required by the MDE, OSE/EIS at any time. The MDE, OSE/EIS serves the right to suspend or terminate the grant program if there is a lack of progress.

I-K ACKNOWLEDGEMENT

All hard copy and electronic publications including news releases, reports, films, brochures, CD-ROMs, videos, DVDs or any project material developed with funding from this grant must be approved by the MDE before dissemination. All products and materials must include the following statement:

This document was produced through an IDEA Mandated Activities Grant titled, "Dispute Resolution Project" awarded by the Michigan Department of Education. The opinions expressed herein do not necessarily reflect the position or policy of the Michigan State Board of Education and no endorsement is inferred. This document is in the public domain and may be copied for further distribution when proper credit is given. For further information or inquiries about this project, contact the Office of Special Education and Early Intervention Services, P.O. Box 30008, Lansing, Michigan 48909.

I-L APPLICANT'S CONFERENCE

A meeting has not been scheduled to discuss and clarify with prospective applicants the work to be performed. However, if you have program content questions, please contact either Ann Omans, Acting Supervisor of the Policy and Compliance Program at (517) 373-0924 or Monica Butler, Grant Manager at (517) 241-4518.

The OSE/EIS retains the right to modify this Request for Proposal (RFP), if it is necessary, to comply with laws or ensure a clearer understanding of its content. Any information that changes the content, funding amount or filing procedures will be posted on the MDE website and mailed only to persons who notify the MDE, OSE/EIS of their intent to submit a proposal.

I-M ADDENDUM

In the event that it becomes necessary for the OSE/EIS to revise any objective in Section II, an addendum will be posted on the MDE website and provided in writing to all potential bidders who have notified the MDE, OSE/EIS of their intent to submit a proposal.

I-N ORAL PRESENTATION

Bidders who submit a proposal may be required to make an oral presentation of their proposals to the MDE. These presentations provide an opportunity for bidders to clarify the proposal to insure thorough mutual understanding. The OSE/EIS will schedule these presentations, if required.

I-O PROPOSAL PREPARATION, FONT SIZE, AND PACKAGING

The applicant should use the selection criteria as a guide in the development of the application narrative. The applicant must limit the application to the equivalent of 60 pages using the following standards:

- A "page" is 8.5" x 11", (on one side only) with one-inch margins (top, bottom, and sides).
- Double-space (no more than three lines per vertical inch) all text in the application narrative, including titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, tables, figures, and graphs.
- Use a font that is either 12-point or larger or no smaller than 10-point (characters per inch).

The page limit does not apply to the cover sheet; the budget section, including the narrative budget justification; the assurances and certifications; or appended materials such as resumes, bibliography, references, or letters of support. All application pages must be securely stapled. Special bindings and binders should not be used. Applications submitted but not in accordance with application preparation instructions **will be returned without review.**

I-P GENERAL REQUIREMENTS

The MDE, OSE/EIS encourages applicants to apply standards as required in IDEA. As such the applicant should demonstrate efforts to employ and/or advance in employment qualified individuals with disabilities in project activities (as described in section 606 of IDEA); and the applicants should also involve individuals with disabilities or parents of individuals with disabilities ages birth through 26 in planning, implementing, and evaluating the projects (see section 682(a)(1)(A) of IDEA).

I-Q APPLICABLE REGULATIONS

- (a) The Education Department General Administrative Regulations (EDGAR) in 34 CFR parts 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; and
- (b) The selection criteria for this program are from 34 CFR 75.210.

SECTION II: Information Required from Bidder

II-A COVER

The cover page of the proposal must include: (1) the title of the grant; (2) the organization name and address; (3) the phrase "Authorized Negotiator," followed by the typed name, title, and phone number of the person authorized to negotiate the proposed Grant Agreement with the Department of Education; and (4) the phrase "Submitted with the assurance that this proposal will remain valid for at least sixty days from the due date, by:" followed by the signature, typed name and title, and date of signature of the person authorized to execute legally binding Grant Agreements with the State of Michigan. Bidders may list alternate negotiators in item (3) above.

II-B BUSINESS ORGANIZATION

State the full name and address of the organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work proposed. Indicate whether the organization operates as an individual, partnership, or corporation. If it is operated as a corporation, include the state in which it is incorporated. If appropriate, state whether it is licensed to operate in the State of Michigan.

II-C GRANT GOALS

To carry out the priority of this STATEWIDE PROJECT, the Applicant MUST ADDRESS the following goals:

Goal I: Establish and implement statewide early dispute resolution services including mediation, facilitation, technical assistance and training.

- Develop policies and procedures for conducting dispute resolution sessions.
- Develop procedures for providing technical assistance and training.
- Develop an efficient process for responding to requests for mediations and facilitations and conducting appropriate sessions.
- Conduct mediations, facilitations, and training and provide technical assistance across the state.
- Develop standard procedures for tracking all services rendered by the project.
- Coordinate case intake and referrals.
- Develop and update procedural manuals for facilitators/mediators.
- Develop an evaluation plan for participant/mediator/facilitator/trainer feedback.

Goal II: Develop a cadre of mediators and facilitators to provide support across the state.

- Develop training modules to increase practitioner qualifications, incorporating knowledge of special education and effective practice, diversity and cultural awareness, communication strategies, and effective mediation and facilitation techniques.

- Design a process for recruiting sufficient qualified personnel to work across the state.
- Schedule training and refresher sessions for mediators and facilitators
- Provide on-going support/coaching/training and technical assistance to mediators and facilitators.
- Recruit persons with bilingual ability and cultural awareness and understanding.
- Develop a plan for increasing the number of qualified mediators/facilitators that include strategies such as collaborating with local community facilities, projects, agencies that have personnel that are trained to conduct mediations, etc.

Goal III: Increase public awareness, outreach, promotion and marketing of the project services to highlight the benefits of mediation and early conflict resolution, prevention, and resolution.

- Conduct marketing efforts in multiple formats and settings to reach parents and educators throughout the state.
- Provide and maintain a web site describing services and resources that is linked to the OSE/EIS, LEAs, state supported initiatives, and federal projects.
- Coordinate with other entities to convene or present at regional conferences and coordinate efforts.
- Develop brochures, fliers, and other mailings and materials that are disseminated to parents and LEAs across the state describing available services and their benefits.
- Provide informational sessions to LEAs and parents that concentrate on skill development and implementation techniques to facilitate conflict resolution.

Goal IV: Increase the capacity of parents, educators, and system administrators to communicate, negotiate, and build skills to maximize the use of alternative dispute resolution mechanisms including mediation.

- Conduct trainings for IEP and IFSP facilitation.
- Coordinate with parent advocacy groups, mentors and other state initiatives to provide workshops, training, and technical assistance.
- Provide opportunities for conflict resolution training and technical assistance to agency personnel.
- Develop training opportunities for parents and educators on communication strategies to use in IEPs and IFSPs when differences of opinion arise.
- Develop resources with a user focus tailored to specific groups.

Goal V: Research and introduce new collaborative problem solving techniques for use in alternative dispute resolution.

- Examine national and state trends in conflict resolution as it relates to special education.
- Conduct reviews of current research to identify effective practices and incorporate into design of project and activities.
- Monitor effectiveness of improvement efforts and new project activities.

Goal VI: Increase coordination with the OSE/EIS dispute resolution system including due process and complaint management staff.

- Utilize the Michigan's compliance data base to increase opportunities for use of mediation.
- Utilize the Michigan's compliance data base to track progress in mediation.
- Provide data to include in the Michigan's compliance data base.
- Meet with OSE/EIS staff to coordinate services and identify statewide efforts at improvement.

Goal VII: Implement program evaluation and improvement efforts based on performance data.

- Conduct an annual review of project performance and report findings, including data on proposed project outcomes identified in this RFP, to the OSE/EIS.
- Assess the effectiveness of outreach strategies, trainer recruitment and maintenance, mediation and facilitation training, implementation of services and follow-up, and coordination efforts.
- Identify existing data sources to use in evaluating the project.
- Collect and report information as requested by OSE/EIS, such as for the State Performance Plan (SPP).
- Collect parent feedback on project services and use as a means to improve services.
- Identify and target areas of the state in particular need of assistance.

The applicant is encouraged to clearly address all goals in their response to this Request for Proposal. Additional application instructions can be found in the selection criteria described in the pages that follow.

II-D REVIEW PROCESS

All proposals will be reviewed using a two-tiered review process, including a peer review system. Award selections will be based on merit, as determined by points awarded in accordance with the Review Selection Criteria Section, all relevant information provided in the proposal, and final review considerations. Based on this process, the MDE, OSE/EIS will provide formal funding recommendations to the Superintendent of Public Instruction.

The maximum score for the following criteria is 100 points. In addition to the content of the categories below, the Superintendent of Public Instruction may apply other factors in making funding decisions, such as the performance of the fiscal agent on previously funded initiatives. Proposals should be developed to reflect the outline of the criteria.

Significance	10 points
Quality of Project Design	20 points
Adequacy of Resources and Commitment	10 points
Quality of Personnel	20 points
Quality of Management Plan	20 points
Evaluation	10 points
Budget	10 points

II-E SELECTION CRITERIA

The following selection criteria should be used as a guide when writing the proposal. The reviewers will judge all proposals according to the elements described in the criteria. The proposal most likely to be funded is the one that has most completely addressed all of the elements described in the following criteria:

Selection Criteria

The selection criteria that will be used to evaluate proposals submitted for this competition are described below. The applicant is encouraged to use the selection criteria as an organizer for the narrative description of the proposal. The maximum score for all of the criteria is 100 points.

The proposal should also include a one-page **abstract** that precedes the proposal narrative. The narrative should include the following sections in this order:

Significance (10 points)

In reviewing the significance of the proposed project the MDE, OSE/EIS will consider how well the applicant demonstrates the potential contribution of the proposed project to:

- Establish and maintain procedures and develop policies for conducting dispute resolution through mediation and for facilitation, technical assistance and training;
- Develop a cadre of mediators and facilitators to provide support across the state;
- Increase public awareness, outreach, promotion and marketing of the project services and the benefits of mediation and early conflict resolution, prevention, and resolution in multiple formats and settings to a wide audience;
- Increase the capacity of parents and system administrators to communicate, negotiate and build skills to maximize the use of alternative dispute resolution mechanisms including mediation;
- Research and introduce new collaborative problem solving techniques for use in alternative dispute resolution;
- Increase coordination with the MDE/EIS dispute resolution system including due process and complaint management staff;
- Implement program evaluation and improvement efforts based on performance data.

Quality of Project Design (20 points)

In reviewing the quality of the design of the proposed project the MDE, OSE/EIS will consider how well the applicant demonstrates:

- the extent to which the goals, objectives, and outcomes to be achieved by the proposed project are clearly specified and measurable and meet the intent of the project;
- how the project plans to achieve the defined goals, including activities, timelines, products, and evaluation;
- commitment to statewide linkages with other projects, agencies, resource providers providing training, technical assistance, and information dissemination;

Adequacy of Resources and Commitment (10 points)

In determining the adequacy of resources for the proposed project, the MDE, OSE/EIS will consider the following factors:

- capacity of the applicant to carry out the project with facilities, equipment, staffing, and other resources;
- relationship between budget and grant activities and whether the costs are reasonable and justified;
- demonstration of access to and utilization of appropriate technology and technological resources to implement the project;
- demonstration of how grant funds will be used to supplement other Federal, State, local or private funds. Grant funds may not supplant other funds;
- financial or resource contributions made by the applicant.

Quality of Personnel (20 points)

In determining the quality of personnel who will carry out the proposed project, the MDE, OSE/EIS will consider:

- the extent to which the applicant encourages applications for employment from persons who are members of groups that have traditionally been under-represented based on race, color, national origin, gender, age or disability;
- identification of personnel to carry out the project including credentials, qualifications and experience of the project director and staff;
- description of roles and responsibilities of identified personnel in relation to project goals, objectives, activities and their time committed to the project.

Quality of Management Plan (20 points)

In determining the quality of the management plan to carry out the proposed project, the MDE, OSE/EIS will consider:

- the adequacy of the management plan to achieve the goals and objectives of the proposed project on time and within budget;
- the adequacy of the management plan to develop clearly defined roles and responsibilities, timelines, and milestones for accomplishing the project tasks.

Evaluation (10 points)

In determining the quality of the evaluation plan to carry out the proposed project, the MDE, OSE/EIS will consider:

- the adequacy of procedures for ensuring feedback and continuous improvement in the operation of the proposed project;
- how well the strategies identified by the applicant will address the evaluation expectations for each goal as described in the RFP.

Budget (10 points)

In determining the quality of the evaluation plan to carry out the proposed project, the MDE, OSE/EIS will consider:

- the adequacy of the budget allocations to achieve the goals and objectives of the proposed project on time and within budget;
- the adequacy of the plan to monitor the budget throughout the period of the grant.

II-F APPENDICES

Include Assurance of Grant Conditions, which indicates agreement with grant conditions, as specified in paragraphs III-G – III-L. Include budget section, resumes of principal staff and signed letters of commitment from all sub-contractors named in the proposal. All other appended material will be read at the reviewer's discretion.

II-G PROPOSAL SUBMITTAL

The original copy bearing ORIGINAL signatures and eight (8) additional copies (for a total of nine) of the complete proposal must be received on or before 5:00 P.M., Friday, June 2, 2006 to Beth Horne, at the following address:

Michigan Department of Education
Office of Special Education and Early Intervention Services
P.O. Box 30008
Lansing, Michigan 48909

Or

If shipping by overnight express or UPS mail, the following address must be used:

Michigan Department of Education
Office of Special Education and Early Intervention Services
608 West Allegan Street
Lansing, Michigan 48933

SECTION III: CONDITIONS OF APPLICANT

If awarded this grant, I understand and agree to the following:

III-A INCURRING COSTS

The State of Michigan is not liable for any cost incurred by any bidder prior to execution of a Grant Agreement.

III-B GRANTEE RESPONSIBILITIES

The Grantee will be required to assume responsibility for all activities offered in this proposal whether or not he/she performs them. Further, the State will consider the Grantee to be the sole point of contact with regard to matters, including payment of any and all charges, resulting from the anticipated Grant Agreement.

III-C RELEASE OF INFORMATION/CONFIDENTIALITY

Grantee initiated publication or news releases of any information pertaining to the Grant Agreement, work performed under the Grant Agreement, products of the work and materials based upon the products shall occur only with written prior approval of the Michigan Department of Education, OSE/EIS.

III-D ACCOUNT AND AUDIT REQUIREMENTS

The applicant will maintain a separate accounting of expenditures for this contract for each fiscal year it is awarded. Funds will only be requested as needed to meet immediate obligations and shall not be drawn for purposes other than those directly related to this contract. Normally acceptable accounting procedures will be used. The Agency's independent auditor will be made aware of the contract so that the auditor can review expenditures as required by federal single audit requirements. The auditor must review all contracts over \$25,000. Current employees of the MDE may not be employed or contracted under this grant.

Expenses charged to this contract will not be charged to any other state or federal source and this contract will not be used to supplement mandated state or local costs.

III-E DISCLOSURE

After the Michigan Department of Education awards a grant under a RFP, all information in a bidder's proposal is subject to the provisions of the Freedom of Information Act, Public Act 442 of 1976. This Act also provides for the complete disclosure of Grant Agreements and attachments thereto.

III-F GRANT PAYMENT SCHEDULE

The payment schedule for any Grant Agreement entered into as a result of the RFP will be negotiated and reflect the restrictions of the funding source. The schedule should show payment amount and should reflect actual work done by the payment dates.

III-G OWNERSHIP OF MATERIALS PRODUCED

Ownership of intellectual property resulting from this grant shall remain with the Michigan Department of Education, which reserves the right to copyright or patent them, or otherwise protect their integrity or availability for public use. This stipulation covers recipients as well as subcontractors receiving funds through this grant program.

III-H INDEMNIFICATION

The Grantee, as a condition of the Grant Agreement that may ensue from the RFP, shall indemnify and hold harmless the State of Michigan and its agents and employees from and against all claims, damages, losses and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials and equipment required to produce the commodity, construction and/or service required by the Grant Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Grantee, and sub-grantee, anyone directly or indirectly employed by any of them or any of whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the State of Michigan or any of its agents or employees by any employee of the Grantee, any sub-grantee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this indemnification agreement shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Grantee or any sub-grantee under Workers' Disability Compensation Acts, disability benefit acts or other employer benefit acts.

The obligations of the Grantee under this indemnification agreement shall not extend to the liability of the State of Michigan, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the State of Michigan, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

III-I GRANTEE'S LIABILITY INSURANCE

The Grantee, as a condition of the Grant Agreement that may ensue from their RFP, shall purchase and maintain such insurance as will protect the Grantee from claims set forth below which may arise out of or result from the Grantee's operations under the Grant Agreement, whether such operations be by the Grantee or by any sub-grantee or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under worker's disability compensation, disability benefit and other similar employee benefit act. A nonresident Grantee shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and respects any other employee protected by Workers' Disability Compensation Laws of any other state, the Grantee shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Grantee's obligations under the indemnification clause of the Grant Agreement.

III-J NON-DISCRIMINATION AND OTHER COMPLIANCE WITH LAW

Each proposal must include an assurance statement of compliance with all Federal and Michigan laws and regulations prohibiting discrimination and with all requirements and regulations of the Michigan Department of Education and the U.S. Department of Education. The assurance must state that it is the policy of the bidder's organization that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, or disability shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which the bidder is responsible or for which the bidder receives funding from the U.S. Department of Education or the Michigan Department of Education.

III-K AMERICANS WITH DISABILITIES ACT

The MDE is committed to providing equal access to all persons in admission to or operation of its programs and services. Individuals with disabilities needing accommodations for effective participation in this grant program are invited to contact the MDE for assistance.

III-L EQUITABLE ACCESS

All Dispute Resolution Project activities must promote equitable access to a meaningful statewide project that will provide an alternative form of conflict resolution related to due process hearings and complaints.

III-M ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful bidder may become contractual obligations, if a Grant Agreement ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

III-N CONTINUATION OF FUNDING

Continuation funding for this grant project is subject to the availability of funds and the performance of the grant recipient. The MDE, OSE/EIS can cancel the grant with 30 days written notice for:

- Default of the Contractor.
- In the event the OSE/EIS no longer needs the services or product specified in the Contract, or in the event program changes, changes in laws, rules or regulations, or the OSE/EIS determines that statewide implementation of the Contract is not feasible.
- Reduction in or elimination of funding allocations to the MDE under the IDEA, or any subpart of the IDEA.
- Fiscal constraints that may occur as a result of compliance and improvement priorities.

III-O ASSURANCE OF GRANT CONDITIONS

The submission of a proposal, signed by an official authorized to bind the agency submitting the proposal contractually, shall constitute assurance that the proposing agency has accepted, unconditionally and without reservation, all conditions, requirements, and specifications of the RFP. In addition, such submission shall constitute assurance that the submitting agency understands that all or any part of the RFP may be included by reference in any Grant Agreement based on the RFP. See Appendix A.

Appendix A

Applicant Agency (Name and Address)	Project Director (Name, Title, Address, Phone)
Implementing Agencies (Name and Address)	Authorized Negotiator (Name, Title, Address, Phone)
Project Title and Summary	

Authorizing Official Signature

The undersigned, having become thoroughly familiar with an understanding of all the proposed documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate, and complete. I hereby state that I have authority to submit this proposal, which will become a binding agreement if accepted by the Michigan Department of Education. I hereby state that I have not communicated with, nor accepted anything of value from an employee of the Office of Special Education and Early Intervention Services that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all the terms of Section III of this document.

Application is hereby made for a Michigan Department of Education grant in the amount and for the purposes set forth in this proposal.

Signature of Authorized Official
Title
Date

Equipment
Education Division General Administrative Regulations
(EDGAR) – Appendix B (Page 22575)

The following is provided as guidance to budgeting, managing, and disposing of equipment acquired with IDEA grants funds and equipment records retention.

Budgeting – All equipment must be budgeted as capital outlay. The definition for capital outlay is found in Bulletin 1022 – Financial Accounting for Michigan School Districts.

Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit. (EDGAR 74.132)

Use of Equipment – When equipment is no longer needed for the original project or program, the recipient shall use the equipment, if needed, in other U.S. Department of Education projects and then in other federally funded programs, or may voluntarily make the equipment available for use on projects or programs sponsored by the Federal Government which are conducted or supported by the grantee (EDGAR 74.137). Equipment purchased with mandated activities funds shall be transferred to a continuation project or an existing project with similar objectives when this grant has terminated. **ATTACHED TO THIS RFP IS A DETAILED INVENTORY OF MATERIAL ASSETS purchased through such funds.**

Disposition – When original or replacement equipment is no longer to be used in projects or programs currently or previously sponsored by the Federal Government, disposition of the equipment shall be made as follows:

1. Equipment with a unit acquisition cost of less than \$500 may be retained, sold, or otherwise disposed of, with no further obligation of the Federal Government.
2. All other equipment may be retained or sold, and the Federal Government shall have a right to an amount calculated by multiplying the current market value or the proceeds from the sale, by the Federal share of the equipment. One hundred dollars or ten percent of the total sales proceeds, whichever is greater, may be retained. (EDGAR 74.139)

Management –

1. Property records must be maintained accurately with complete descriptions and history. (EDGAR 74.140)
2. Physical inventory at least once every two years. (EDGAR 74.140)
3. Security controls. (EDGAR 74.140)
4. Maintenance. (EDGAR 74.140)
5. Where the Federal Government has a right to part or all of the proceeds of the sale of equipment, selling procedures shall provide for competition to the extent practicable and result in the highest possible return. (EDGAR 74.140)

Equipment Records Retention Period – Retention period of five years for equipment records begins on date of equipment's disposition, replacement, or transfer. (EDGAR 74.22)

MANDATED ACTIVITIES PROJECT BUDGET

Function Code	Account Name and Description	Amount
	Salaries (<i>List Grant Personnel & FTE</i>): Director Professional Staff Technical Staff Clerical Staff Other	
	Employee Benefits (List out for each employee)	
	Purchased Services: Travel (Grant Employees) In State Out of State Contracted Service (Personnel & Entities) Conferences/Workshops Printing/Copying Postage Stipends, Fees, Honorariums	
	Supplies and Material: Office Supplies	
	Sub-Total	
	Indirect Costs	
	Sub-grants Audit Costs	
	Operations and Maintenance: Rent Additional Operational Expenses	
	Capital Outlay (equipment purchases above \$500)	
	Grand Total	
	Other Revenue	
	In-Kind Contribution	

Budget Narrative: Provide a detailed budget narrative for each function code listed. Though no Object Codes are provided in the given budget, you would assign those as appropriate per the Michigan School Accounting Manual.

- **Salaries** – give the title of each position, a description of their role and the FTE of that position.
- **Employee Benefits** - list out the benefits being provided for each employee.
- **Purchased Services**
 - Travel Expense – provide a description of each type of travel to be supported with project funds for employees of the grant such as training events, conferences, regional meetings and workshops. List the positions that will attend, not the name of individuals. These expenditures for grant employees may include but are not limited to overnight accommodations, registration fees, mileage, and meals.
 - Contracted Service - provide the name of the person or entity and a detailed description of the service/product to be provided. Costs assigned to this item should include all expenses affiliated with outcome. If there is planning time, travel, or overnight accommodations needed for an individual contracted for this project these expenses should be reflected here.
 - Conferences/workshops – provide a list of expenditures incurred by the grant to host a statewide, regional or local conference or workshop. Have expenses detailed as possible, such as facility cost, speaker cost, meals provided to attendees, etc.
 - Printing/Copying - describe what materials are being produced under this area, brochures, training materials, booklets, etc.
 - Postage
 - Stipends, Fees, Honorariums - provide the type of activity and expenses incurred within this area for referent group, regional team meeting, advisory panel, etc. List number of persons receiving funds for their participation in activity.
- **Supplies and Materials** – this includes consumable items and equipment under \$500 that are directly related to the purpose of the project.
 - Office Supplies – pens, books, paper, etc.
 - Equipment under \$500 (example: printer)
- **Indirect Costs** – this rate is based on expenses that are not directly charged to the grant. Federal restricted indirect cost rates are sent to school districts yearly and will be the rate used if the fiscal agent is a school district. The Department's policy states universities and colleges are limited to an 8% rate. The Office of Special Education and Early Intervention Services determines the indirect rate of other organizations.

- **Sub-Grants** – grantees may provide sub-grants for purposes of accomplishing project goals and objectives. Provide a list of sub-grantees, what the objective is for the sub-grant, and identify personnel roles of sub-grantees.
- **Audit Costs** – grantees that have been awarded an allocation of \$25,000 or more are required to have the project audited yearly. This cost may be charged to the grant.
- **Direct Operation and Maintenance** – list out expenditures for operational functions associated directly with the grant.
 - Rent
 - Repairs and Maintenance
- **Capital Outlay Equipment** – equipment purchased for the grant that exceeds \$500 must have department approval before purchase is made. List out all capital outlay equipment items.

Pertinent Changes in IDEA 2004:

While the final regulations for IDEA 2004 have not been released at the time of this RFP, prospective bidders should be aware of the relevant changes in IDEA 2004. (The following is taken from information made available by the U.S. Department of Education (USDOE), Office of Special Education Programs (OSEP)).

IDEA 2004:

1. Requires that mediation¹ is available whether or not there is a request for a due process hearing.²

Any state education agency (SEA) or local education agency (LEA) that receives assistance under Part B shall ensure that procedures are established and implemented to allow parties to disputes involving any matter, including matters arising prior to the filing of a due process hearing request pursuant to Section 615(b)(6), to resolve such disputes through a mediation process. [615(e)(1)]

2. Provides parents and schools the opportunity to meet with a disinterested party.

An LEA or SEA may establish procedures to offer to parents and schools that choose not to use the mediation process an opportunity to meet, at a time and location convenient to the parents, with a disinterested party who is under contract with:

- A parent training and information center or community parent resource center in the state, established under Section 671 or 672; or
- An appropriate alternative dispute resolution entity,

to encourage the use, and explain the benefits, of the mediation process to the parents. [615(e)(2)(B)]

3. Adds mediation requirements.

In the case that a resolution is reached to resolve the issues in the request for a due process hearing through the mediation process, the parties shall execute a legally binding agreement that sets forth such resolution and that:

- States that all discussions that occurred during the mediation process shall be confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding;
- Is signed by both the parent and a representative of the agency who has the authority to bind such agency; and
- Is enforceable in any state court of competent jurisdiction or in a district court of the United States. [615(e)(2)(F)]

¹ The mediation provision in Part C, Procedural Safeguards, Section 639(a)(8), provides parents with the right to use mediation in accordance with Section 615(e), except that: any reference to a state education agency (SEA) shall be considered to be a reference to the state lead agency established or designated under Section 635(a)(10); any reference in Section 639 to an LEA shall be considered a reference to a local service provider or the state's lead agency under Part C, as the case may be; and any reference in Section 639 to the provision of a free appropriate public education (FAPE) to children with disabilities shall be considered to be a reference to the provision of appropriate early intervention services to infants or toddlers with disabilities.

² IDEA 2004 uses the term "complaint" to indicate a request for a due process hearing. The term "request for a due process hearing" will be used in this document in lieu of "complaint." [615(c)(2)]

4. Adds “resolution sessions.”

Prior to the opportunity for an impartial due process hearing under Section 615(f)(1)(A), the LEA shall convene a meeting with the parents and the relevant member or members of the individualized education program (IEP) team who have specific knowledge of the facts identified in the request for a due process hearing:

- Within 15 days of receiving notice of the parents' request for a due process hearing;
- Which shall include a representative of the agency who has decision-making authority on behalf of such agency;
- Which may not include an attorney of the LEA unless the parent is accompanied by an attorney; and
- Where the parents of the child discuss their request for a due process hearing, and the facts that form the basis of the request for a due process hearing, and the LEA is provided the opportunity to resolve the request for a due process hearing,

unless the parents and the LEA agree in writing to waive such meeting, or agree to use the mediation process described in Section 615(e).

[615(f)(1)(B)(i)]

If the LEA has not resolved the issues that are the subject of the request for the due process hearing to the satisfaction of the parents within 30 days of the receipt of the request for a due process hearing, the due process hearing may occur, and all of the applicable timelines for a due process hearing under Part B shall commence.

[615(f)(1)(B)(ii)]

In the case that a resolution is reached to resolve the issues that are the subject of the request for a due process hearing at a meeting described in Section 615(f)(1)(B)(i), the parties shall execute a legally binding agreement that is:

- Signed by both the parent and a representative of the agency who has the authority to bind such agency; and
- Enforceable in any state court of competent jurisdiction or in a district court of the United States.

[615(f)(1)(B)(iii)]

If the parties execute an agreement pursuant to Section 615(f)(1)(B)(iii), a party may void such agreement within three business days of the agreement's execution.

[615(f)(1)(B)(iv)]

5. Provides that attorneys' fees are not available for the resolution session meetings required by Section 615(f)(1)(B)(I).

A meeting conducted pursuant to Section 615(f)(1)(B)(i) (a resolution session's preliminary meeting) shall not be considered:

- A meeting convened as a result of an administrative hearing or judicial action; or
- An administrative hearing or judicial action for purposes of Section 615(i).

[615(i)(3)(D)(iii)]

In addition, the following section related to mediation is included in the IDEA 2004 Part C Amendments:

Establishes additional dispute resolution options under Procedural Safeguards.

Mediation: The procedural safeguards required to be included ... under Section 635(a)(13) shall provide ... the right of parents to use mediation in accordance with Section 615.... Section 615(e) specifies that mediation shall be available upon request regarding any matter, including matters arising prior to the filing of a due process complaint. If mediation results in resolution of a complaint, the parties must execute a legally binding agreement ...

that is signed by the parent and agency representative, and is enforceable in any state court of competent jurisdiction or in a district court of the United States. For those Part C agencies that use Part B due process hearing procedures, revised provisions of Sections 615(b)-(d), (f), (i), (n) and (o) that relate to due process hearing requests and civil actions are also relevant. [Part C at 639(a)(8) and Part B at 615(e)(1) and (e)(2)(F)]

Adoption of Part B Due Process Procedures: If a lead agency has adopted under 34 CFR §303.420, the Part B due process hearing procedures, those procedures must be revised in accordance with the changes made to the due process procedures in Section 615. [Part C at 635(a)(13), 639 and Part B at 615]