

## **AGREEMENT TO PARTICIPATE IN SETTLEMENT CONFERENCE**

*This agreement is signed by both parties in the settlement conference to indicate their understanding and good faith efforts to resolve their issues.*

The parties \_\_\_\_\_ and the \_\_\_\_\_ School District agree to participate in a settlement conference about the education of \_\_\_\_\_ (student), DP \_\_\_\_\_, in accordance with the following terms:

### **Nature of settlement conference:**

The settlement conference is a dispute resolution process in which a neutral administrative law judge (ALJ) assists the parties to reach a mutually acceptable agreement. The ALJ does not have the authority to decide any disputed issue. The parties understand that their participation in a settlement conference is voluntary and a party may withdraw from participation at any time. Also, the ALJ may terminate the conference if the parties reach an impasse, if s/he cannot maintain neutrality, or if s/he determines that s/he can no longer effectively move the parties towards settlement.

### **Scope of settlement conference:**

It is for the parties, with the ALJ's assistance, to determine the scope of the settlement conference. The primary purpose is to resolve the issues in DP \_\_\_\_\_.

### **Selection of settlement ALJ:**

The parties agree that \_\_\_\_\_ will be the settlement ALJ. They understand that s/he is not acting as an advocate, does not represent either of the parties and cannot give legal advice to either party.

*If the parties do not reach an agreement, the settlement ALJ will not be the ALJ assigned to conduct the hearing.*

### **Consultation with counsel:**

The parties understand that a settlement conference is not a substitute for independent legal advice regarding their separate legal needs, rights and obligations. They may seek independent legal assistance throughout the settlement conference process and before signing any settlement agreement.

### **Confidentiality:**

The parties agree that all discussions that occur during the settlement conference are confidential settlement negotiations and may not be used as evidence in any subsequent due process hearings or civil proceedings, unless otherwise agreed to in writing by the parties and settlement ALJ. However, evidence that is otherwise admissible or discoverable is not made inadmissible or non-discoverable solely as a result of its use in a settlement conference.

The settlement ALJ or other participants in the settlement conference may have obligations under state or federal law to report abuse, threats of physical harm or professional conduct affecting licensure. The settlement ALJ and participants will not reveal to anyone, including a hearings officer or a judge, the content of any discussions, which take place in the settlement conference. This includes statements made, settlement offers, evaluations regarding the parties, their good faith, and the reasons a resolution was not achieved

The parties and their attorneys will not call the settlement ALJ or anyone associated with the settlement ALJ as a witness in any legal proceeding concerning this dispute. The parties and their attorneys, will not subpoena or demand any records, notes, or work products of the settlement ALJ in any legal proceeding concerning this dispute. If either party subpoenas the settlement ALJ or the settlement ALJ's records, the settlement ALJ will move to remove the subpoena with the support of the Oregon Department of Education. The party making the demand agrees to reimburse the settlement ALJ for all expenses incurred, including attorney fees, plus the settlement ALJ's then hourly rate for all time taken by the matter.

If the parties resolve all or part of their dispute, they will indicate in a written settlement agreement whether that agreement can be disclosed to other persons.

**Caucuses:**

The settlement ALJ may hold a private meeting (caucus) with one party. Information revealed in caucus is confidential and will not be disclosed by the settlement ALJ to the other party without authorization.

**Fees and Costs:**

The settlement ALJ's fee and expenses shall be paid by ODE, in accordance with ODE's interagency agreement with the central panel.

Signature: \_\_\_\_\_ (Party)                      Date: \_\_\_\_\_

Signature: \_\_\_\_\_ (Party)                      Date: \_\_\_\_\_

Signature: \_\_\_\_\_ (Party)                      Date: \_\_\_\_\_

Signature: \_\_\_\_\_ (Settlement ALJ) Date: \_\_\_\_\_