

**STATE OF NEW MEXICO**  
**PUBLIC EDUCATION DEPARTMENT**



**REQUEST FOR APPLICATIONS**

**SPECIAL EDUCATION  
FACILITATORS**

**December 18, 2019**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR APPLICATIONS

The New Mexico Public Education Department (NMPED) – Special Education Bureau (SEB) ("the Agency") requests applications for the services of facilitators to assist with resolving disputes through a Facilitated Individualized Education Program (FIEP) process in any matter under Part B of the Individuals with Disabilities Education Act (IDEA) of 2004. The New Mexico Administrative Code (NMAC) provides that the State may offer FIEPs to resolve disputes involving a formal State-level Complaint. The NMPED - SEB affords the parties the opportunity to request a FIEP to help resolve disputes involving Due Process Hearings (DPHs).

### B. BACKGROUND INFORMATION

The IDEA provides federal funds in exchange for each participating state's agreement to comply with the extensive requirements of the Act and its implementing regulations. IDEA Part B requires all Local Education Agencies (LEAs) to identify all children aged 3 through 21 who may have qualifying disabilities and require special education services in order to meet the unique educational needs of the student, and to design and offer specially designed instruction to meet each child's identified needs.

The IDEA also establishes an extensive system of procedural safeguards to protect the rights of eligible children and their parents. These safeguards include the formal State-level complaint and due process hearing procedures to resolve disputes over services for children who are or may be eligible under IDEA. As further amended in 2004, the safeguards now require that each state offer Alternative Dispute Resolution (ADR) services at the State's expense as a voluntary option for any disagreement over the identification, evaluation, educational placement or provision of a free appropriate public education (FAPE) that cannot be resolved by the parties between themselves.

The same limited procedural safeguards are available under state rules for public school children who are gifted and need gifted education.

Although previous experience in this specialized area is highly desirable, all applications submitted by the Offerors will be evaluated based on the totality of the selection criteria described in this Request for Application (RFA). There has been an increase in the demand for facilitators for alternative dispute requests. To ensure that qualified, impartial facilitators are available statewide for special education disputes, the Agency proposes to award contracts to Offerors from all geographic locations in New Mexico.

These contracts will call for services on an as-needed basis at a fixed hourly rate to be established by the Agency, which will assign and supervise the work of the facilitators. The final rate will be \$110.00 per hour for facilitator services, with a reduced rate of \$40 an hour for travel time, plus applicable state gross receipt taxes. Assignments of facilitators to individual cases will be based on a combination of geographic location, prompt availability, parties' choice and the Agency's assessment of the match between the apparent dynamics of a particular dispute and the characteristics of readily available facilitators.

The candidates who will be offered contracts will enter into a contract with Regional Education Center No. 6 (REC 6), which is a regional education cooperative located in Portales, New Mexico.

### C. SCOPE OF WORK

#### **The Facilitator of the Individualized Education Program (IEP) shall:**

1. Have a thorough understanding of the Individualized Education Program (IEP) requirements and related regulations as outlined in the IDEA 2004, and the New Mexico State special education rules and regulations, in particular:

34 CFR § 300.506 and 34 CFR § 300.504  
6.31.2.13 (G), (H)(3), and (I)(8) NMAC

2. Have an understanding of the NMPED special education rules and procedures relating to facilitation and Special Education dispute resolution.
3. Upon being assigned as an IEP Facilitator by the NMPED Special Education Bureau (SEB), the Facilitator will facilitate the IEP meeting(s) in a professional manner.
4. Conduct the facilitated IEP meeting in a manner consistent with the IDEA and State rules.
5. Conduct the IEP facilitation consistent with any policies or procedures published by NMPED - SEB in relation to the special education process.
6. Participate in State-sponsored IEP facilitation and related trainings.
7. Contact the necessary parties to arrange and plan the IEP Team Meeting.
8. Submit any necessary paperwork to the appropriate LEA and/or NMPED - SEB staff.
9. Send travel and FIEP service reimbursement requests to REC 6 within 10 days of the completion of the facilitation.
10. Complete survey and return it to the SEB.
11. **Accept all assignments as assigned by the SEB unless there is a conflict of interest or extenuating circumstance.**

### D. SCOPE OF PROCUREMENT

To ensure that qualified impartial facilitators are available, the Agency proposes to award contracts to Offerors from all geographic location in New Mexico. The Agency proposes to award each successful Offeror a one-year contract, renewable at the Agency's option in one-year increments for three additional years, to provide services as needed at a fixed hourly rate of \$110.00, per hour for facilitator services, with a reduced rate of \$40 an hour for travel time, plus applicable state gross receipt taxes. A stipend reimbursement of up to \$300.00 per day for full day training or \$150.00 per half day training will be paid by the Agency or its designee to the facilitators for attending the Agency-sponsored training for facilitation. Time spent for travel to conduct a FIEP at an educational agency outside the facilitator's city of residence will be compensated at the hourly rate of \$40.00, in addition to the mileage at the State rate.

E. ALTERNATIVE DISPUTE RESOLUTION COORDINATOR (ADR)

The Agency has designated the Alternative Dispute Resolution Coordinator as the responsible party for conducting this request for applications. His contact information is listed below.

James Alumbaugh, ADR Coordinator  
New Mexico Public Education Department  
Special Education Bureau  
300 Don Gaspar Ave. RM 233  
Santa Fe, NM 87501  
Phone: (505) 469-7207  
james.alumbaugh@state.nm.us

All deliveries via express carrier should be addressed as follows:

James Alumbaugh, ADR Coordinator  
New Mexico Public Education Department  
Special Education Bureau  
300 Don Gaspar Ave. RM 233  
Santa Fe, NM 87501

Offerors may contact ONLY the ADR Coordinator regarding the request for applications. Other State employees do not have the authority to respond on behalf of the Agency.

F. DEFINITION OF TERMS

This section contains definitions and abbreviations that are used throughout this procurement document.

"Agency" means the New Mexico Public Education Department (NMPED) – Special Education Bureau (SEB).

"Close of Business" means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means a written agreement for the procurement of items of tangible personal property.

"Contractor" means a successful Offeror who enters into a binding contract.

"Designee" means the (NMPED-SEB) designee.

"Determination" means the written documentation of a decision by the NMPED – SEB, including findings of fact supporting a decision. A determination becomes part of the NMPED procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of Offeror applications.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Applications and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required" identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's application.

"Offeror" is any person, corporation, or partnership who chooses to submit an application.

"ADR Coordinator" means the person or designee authorized by the Agency to administer and oversee the evaluation of the Request for Applications.

"Request for Applications" or "RFA" means all documents, including those attached or incorporated by reference, used for soliciting applications.

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFA contains the schedule for the procurement and describes the major procurement events and the conditions governing the procurement.

### **A. SEQUENCE OF EVENTS**

The ADR Coordinator will make reasonable efforts to adhere the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Anticipated Target Date</u>
1. Issuance of RFA	Agency	January 22, 2020

2. Submission of Application	Offeror	February 5, 2020
3. Application Evaluation	Evaluation Committee	February 6, 2020 through February 17, 2020
4. Selection of Finalists	Evaluation Committee	February 24, 2020
5. Contract Negotiations (at Committee's Option)	Offeror	March 9, 2020
6. Contract Awards	REC 6	March 16, 2020

## B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

### 1. Issuance of RFA

This RFA is being issued by the New Mexico Public Education Department.

### 2. Submission of Applications

ALL OFFEROR APPLICATIONS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE ADR COORDINATOR OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN DAYLIGHT SAVINGS TIME, ON WEDNESDAY, February 5, 2020.

Applications received after this deadline will not be accepted. The date and time will be recorded on each application. Applications must be addressed and delivered to the ADR Coordinator at the address listed in Section I, Paragraph E. Applications must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Request for Applications for IEP Facilitators. Applications submitted by facsimile will not be accepted. A public log will be kept of the names of all Offerors that submitted applications. The contents of any application shall not be disclosed to competing Offerors prior to contract award.

3. Application Evaluation

The evaluation of applications will be performed by an Evaluation Committee appointed by Agency management. This process is anticipated to take place between Thursday, February 6, 2020 and Monday, February 17, 2020. During this time, the ADR Coordinator may initiate discussions with Offerors who submit responsive or potentially responsive applications for the purpose of clarifying aspects of the applications, but applications may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

4. Selection of Finalists

The Evaluation Committee will select finalists and the ADR Coordinator will notify the finalist Offeror(s) on or about Monday, February 24, 2020. Only finalists will be invited to participate in the subsequent steps of the process.

5. Contract Negotiations (at Evaluation Committee's Option)

The Agency, at its discretion, through REC-6, will enter into professional services contracts with Offerors selected in response to this RFA and with whom mutually agreeable terms can be reached. Such contracts will be executed on or about Monday, March 9, 2020.

6. Contract Awards

After review of the Evaluation Committee Report, the recommendation of the Agency management and the signed contract, REC 6 will award the contract on or about Monday, March 16, 2020. This date is subject to change at the discretion of the New Mexico Secretary of Education.

The contract shall be awarded to the Offeror or Offerors whose application is most advantageous to the Agency, taking into consideration the evaluation factors set forth in the RFA. The most advantageous application may or may not have received the most points.

The award is subject to appropriate State approvals.



### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

An Offeror shall submit only one application.

#### B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies of their application to the location specified in Section I, Paragraph E, on or before the closing date and time for receipt of applications.

#### C. APPLICATION FORMAT

All applications must be typewritten on standard 8 1/2 x 11 paper and placed within a binder with tabs delineating each section.

1. Applications submitted must not exceed 15 pages, **excluding** the cover page, acceptance/authorization form (Attachment D to this RFA) and writing sample(s) but **including** any letters of reference submitted pursuant to Item 4 below and the statement required under Item 5 below. Applications that exceed this page limit may be eliminated from consideration.
2. Cover Page - Applications must include a cover page that clearly states the name, address, telephone number, and fax number of the Offeror submitting the application.
3. Application Content – Complete Appendices A through C. Accurate and complete information is a criterion for selection. The application must respond to each item of qualifications clearly, specifically and completely in the order listed under “Qualifications and Selection” above. After responding to these items, the Offeror may add any additional information he/she chooses that may further describe his/her ability to follow the requirements and conduct the activities described above under “Scope of Work to Be Performed” and in the attached regulations on facilitated IEPs (FIEPs).
4. In addition to the names and addresses of parties and their representatives from contested cases, as required in appendix B-2, an Offeror may submit up to three letters of reference to indicate his/her level of professionalism and demonstrate his/her ability to implement the activities in the RFA. Such letters will count as part of the 15-page limit.
5. Each Offeror must provide a written statement of qualifications and experience and the disclosure of any past and/or current affiliations that may present the appearance of a conflict of interest. This statement must be a separate stand-alone document

but will count as part of the 15-page application limit. As noted, this statement may be made available to the parties to any dispute to which a contractor is assigned and, upon request, to members of the public under the Inspection of Public Records Act.

6. Within each section of their application, Offerors should address the items in the order in which they appear in this RFA. All forms provided in the RFA must be thoroughly completed and included in the appropriate section of the application. All discussion of proposed costs, rates, or expenses must be included in the cost response form.

Any application that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

## IV. QUALIFICATIONS

### A. MANDATORY QUALIFICATIONS

The following are necessary qualifications and requirements for contract **facilitators**:

1. Knowledgeable in laws and regulations relating to the provision of special education and related services as required by 6.31.2.13 (G)(H)(3), and (I)(8) NMAC.
2. May not be an employee of the State Education Agency (SEA) or Local Education Agency (LEA) involved in the education of the child.
3. Must not have a personal or professional interest that conflicts with the objectivity of the assignment.
4. Total impartiality in each facilitation performed.
5. Has received training in effective facilitation strategies.
6. Has a signed letter of agreement that will remain on file with REC 6.

### B. CRITERIA FOR THE SELECTION PROCESS

Responsive applications that meet the stated minimum requirements will be subject to an internal evaluation by the Agency. Applications will be evaluated based on the Agency's discretionary assessment of the following factors, weighted as follows:

10 Points      Facilitation training and approach:

- Basic training
- Advanced training

10 Points      --Knowledge of Federal IDEA Special Education Regulations, New Mexico Statutes, and New Mexico Administrative Code (NMAC)  
-- 34 CFR § 300.504, 34 CFR § 300.506, and 6.31.2.13 (NMAC)

- 40 Points --Facilitation experience and approach:
- Approach and philosophy statement
  - Disputes in special education systems
  - Other public education disputes
  - Experience in other fields involving conflict, family dynamics, interpersonal communications and/or negotiation
  - Knowledge of special education laws, statutes and procedures
  - Civil rights claims
  - Other facilitation experience
- 20 Points Recommendations and other relevant experience/knowledge
- Resume
  - Three letters of recommendation
- 20 Points --Logistical and cost factors:
- Bilingual ability (Spanish, Native American or other language)
  - Availability and location as a facilitator

#### C. QUESTIONS ABOUT THE REQUEST FOR APPLICATIONS

There will be no pre-application conference. The Public Education Department has designated James Alumbaugh as the contact person for this Request for Applications. Prospective Offerors with questions should contact:

James Alumbaugh  
 Alternative Dispute Resolution Coordinator  
 Public Education Department  
 Special Education Bureau  
 300 Don Gaspar Avenue RM 233  
 Santa Fe, NM 87501  
 (505) 469-7207  
[james.alumbaugh@state.nm.us](mailto:james.alumbaugh@state.nm.us)

#### D. APPLICATION DUE DATE

The application, pages 1 – 15, must be submitted to the address indicated above no later than 5:00 p.m., on **Wednesday, February 5, 2020**. Facsimile copies will not be accepted. Requests for an extension of this date will not be granted.

Additional copies of this Request for Applications can be obtained by contacting the Special Education Bureau at the Public Education Department at (505) 469-7207.

V. APPENDICIES

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

OFFEROR'S NAME: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Special Education Facilitators

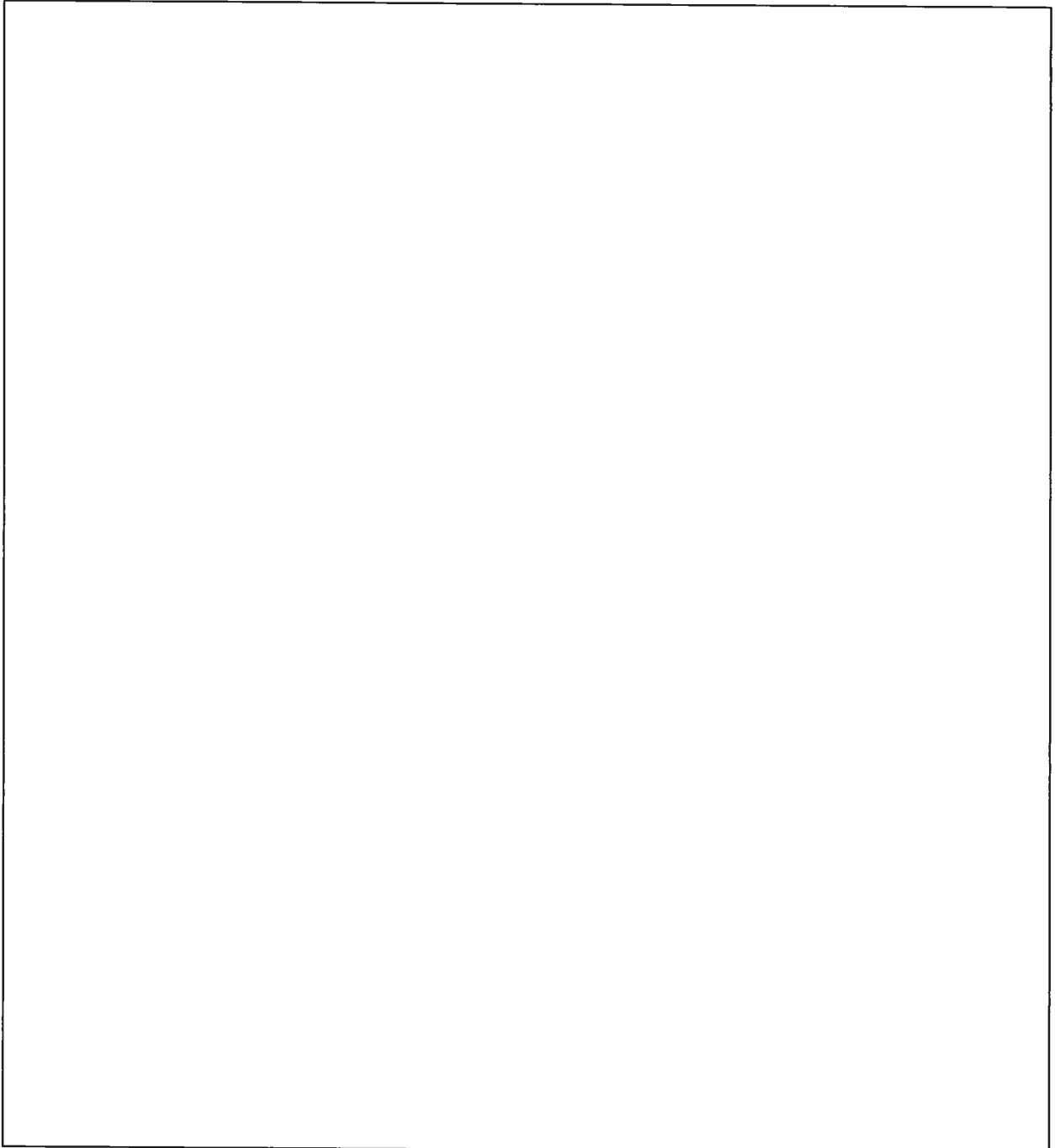
In acknowledgement of receipt of this Request for Applications, the undersigned agrees that he/she has received a complete copy, beginning with the title page, "Request for Applications" and ending with Appendix D, Letter of Agreement between REC 6 and the Facilitator.

The acknowledgement of receipt form should be signed and returned to James Alumbaugh, Alternative Dispute Resolution Coordinator, no later than close of business on **Wednesday, February 5, 2020**. Only potential Offerors who elect to return this form completed with the attachments indicated will be considered as Offerors for the position of facilitator for the time period of **February 16, 2020 through June 30, 2024**.

## APPENDIX B-1

### REQUEST FOR APPLICATION REQUIREMENTS Special Education Facilitators

1. Proof of basic training in facilitation, 32 hours or more. List the name and dates or year of training, name of the training provider, number of hours and a brief description of the training. The Offeror must briefly describe his/her approach to the practice of facilitation and/or the use of facilitation to resolve special education disputes. (10 Points)



## APPENDIX B-2

### REQUEST FOR APPLICATION REQUIREMENTS Special Education Facilitators

2. Description of knowledge of the IDEA regulations, New Mexico statutes and administrative rules, and special education practices, the candidate must include the dates, places, nature, and extent of any relevant studies, work or other experience; and names and phone numbers of persons who can verify up to three years of claimed experience. (Note: The minimum requirement here is an accurate *description* of the extent of the candidate's knowledge of the regulations and practices in special education and early intervention programs. (10 Points)

## APPENDIX B-3

### REQUEST FOR APPLICATION REQUIREMENTS Special Education Facilitators

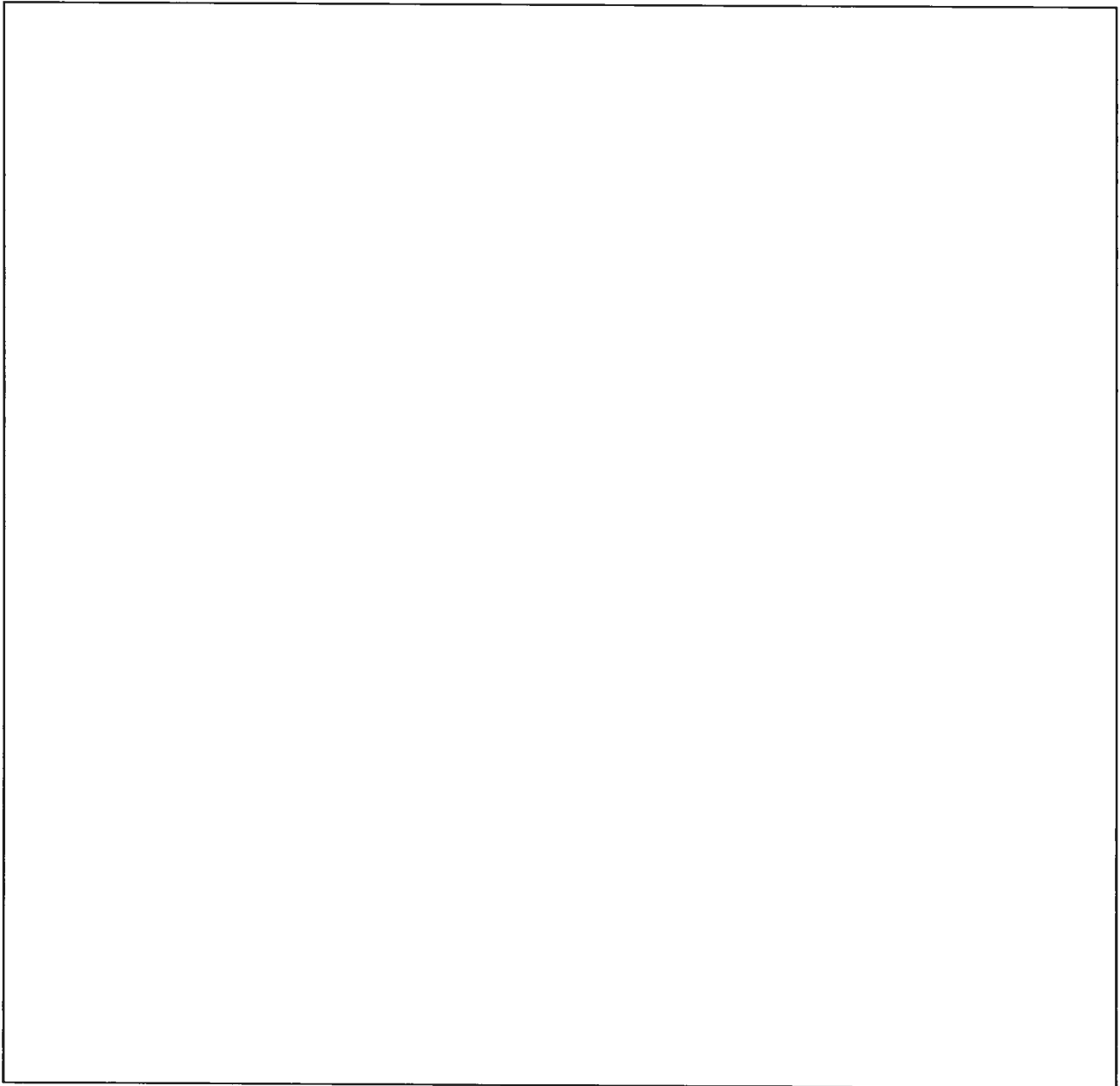
#### 3. Experience and Approach to Resolving Disputes

- Experience as a facilitator outside special education (respond to the following questions):
  - a. How long have you been facilitating?
  - b. Approximately how many cases have you facilitated?
  - c. How many cases have you facilitated that involved public or special education issues?
  - d. How many cases have you facilitated that involved federal or state civil rights complaints?
- Specific experience in working with special education disputes or public education (briefly describe the nature of your experience and the location).
- Other experience working in some aspect of public education. (briefly describe the role you played, the length of your experience, and the relationship of this experience to your understanding of the conflicts in public education).
- Experience in other professional fields involving conflict, family dynamics, interpersonal communications and/or negotiation (briefly describe the role you played, the length of your experience, and the relationship of this experience to your understanding of these conflicts).
- Describe your approach to the practice of facilitation and or the use of facilitation to resolve disputes, including Special Education disputes. (40 Points)

## APPENDIX B-4

### REQUEST FOR APPLICATION REQUIREMENTS Special Education Facilitators

4. The Offeror must provide: (a) a current copy of their resume summarizing his/her qualifications and experience, disclosing any past or current affiliations that may present the appearance of a conflict of interest and describing his/her ability to function impartially as a facilitator in light of those affiliations. If the Offeror is selected or proposed to facilitate a dispute, this statement will be made available to the parties in the facilitation and, if requested, to members of the public pursuant to the New Mexico Inspection of Public Records Act; and (b) three (3) letters of reference to indicate his/her level of professionalism and to demonstrate his/her ability to implement the activities in the RFA. (20 Points)



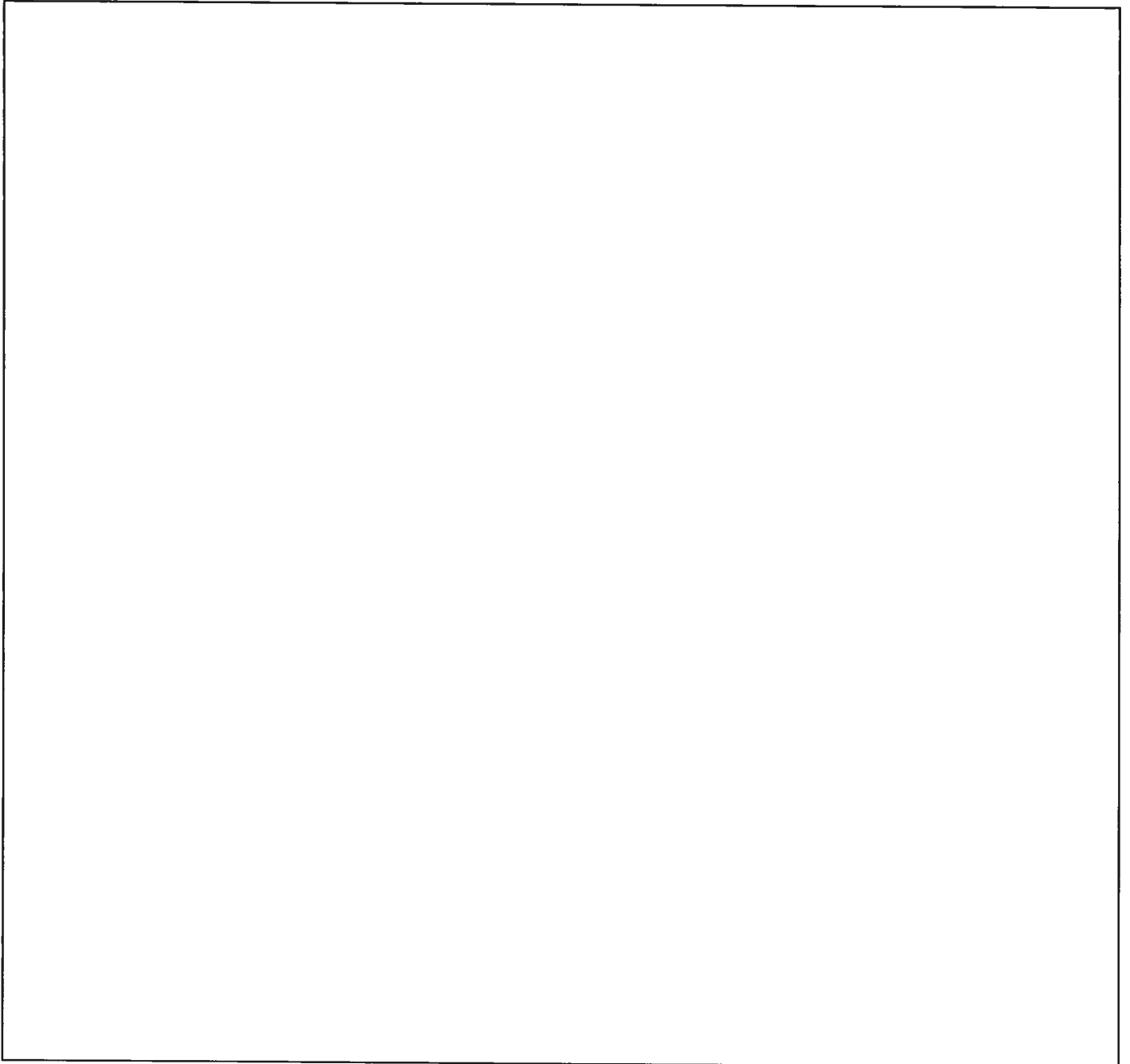


## APPENDIX B-5

### REQUEST FOR APPLICATION REQUIREMENTS Special Education Facilitators

5. Logistical and cost factors:

- a) Offeror's ability to speak, write, and interpret Spanish, a Native American language spoken in New Mexico, or other language;
- b) Availability as a facilitator in the areas outside the Albuquerque – Santa Fe areas (for a statewide pool)
- c) Proposed rate- Proposals for rates of more than \$110.00 an hour for facilitation time and \$40 per hour for travel time will be rejected as nonresponsive. (10 Points)



## APPENDIX B-6

### REQUEST FOR APPLICATION REQUIREMENTS Special Education Facilitators

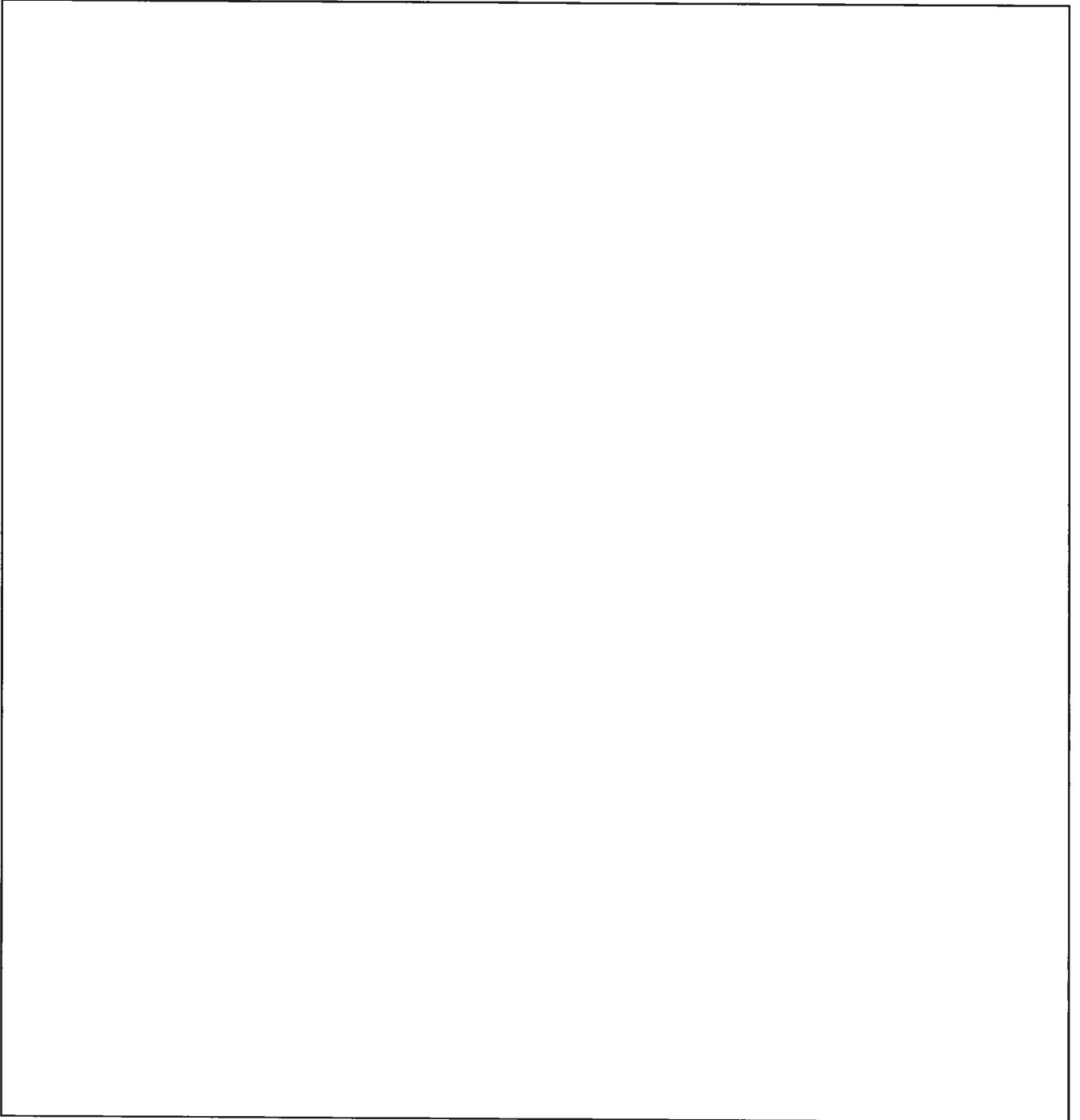
#### 6. Logistical and cost factors (continued)

The candidate must be able to devote the time necessary to the performance of the duties listed in this RFA and must have access to the necessary support and equipment to perform these duties, including: (1) telephone; (2) ability to receive messages and answer telephone calls during normal business hours; and (3) be able to received and send electronic mail. Each candidate must describe his/her availability for assignments with specific reference to the nature and extent of his/her ongoing work commitments. Candidates whose ongoing work commitments would not allow them to serve as facilitator during normal business hours must explain what arrangements they would make to ensure their availability on short notice and for the amount of time necessary to facilitate assigned cases. (4) The Offeror must confirm that he/she will attend the training session(s) for facilitators sponsored by the Agency.

## APPENDIX B-7

### REQUEST FOR APPLICATION REQUIREMENTS Special Education Facilitators

7. A public or private agency or organization which desires to submit an application must submit a complete statement of qualifications for each person whom it proposes to provide as a facilitator. Each proposed facilitator will be evaluated on an individual basis and the agency or organization must agree, if awarded a contract, to use only facilitators who have been individually approved by the Agency.



Special Education Facilitators

**Continuation Sheet**

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Special Education Facilitators

**Continuation Sheet**

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**APPENDIX C**

**ACCEPTANCE OF CONDITIONS OF THE REQUEST FOR APPLICATIONS (RFA) AND AUTHORIZATION FOR THE NEW MEXICO PUBLIC EDUCATION DEPARTMENT TO OBTAIN CONFIDENTIAL REFERENCES REGARDING CANDIDATE**

I hereby certify that I have read and understand the New Mexico Public Education Department's Request for Application (RFA) for Special Education facilitators, that I accept the terms and conditions therein and that I am submitting this acceptance and authorization in fulfillment of the RFA requirements.

I understand that the initial selection of the Offerors for potential contract awards will be based on the written proposals and that if I become a candidate the Department may contact some or all of the persons I have identified in my proposal as references. I understand that the Department will request the persons it contacts to provide their candid opinions regarding my qualifications to serve as a special education facilitator.

I understand that the Department will send a copy of this acceptance and authorization to each individual or entity from whom it is seeking such information. I hereby authorize the party receiving a copy of this signed form (including a photocopy or facsimile copy) to provide and release complete information as may be requested and I waive any claim of confidentiality I might have with regard to such information. Any person or entity providing information in accordance with this acceptance and authorization is released from any and all claims of liability for his or her good-faith expressions of opinion regarding my qualifications. To encourage candor and foreclose any appearance of future retaliation against persons providing such information, I waive any claim of access to or knowledge of the information so provided.

I understand that the Department will evaluate all information so received in light of the background and the potential bias of each respondent. I further understand that the information obtained pursuant to this authorization is for the exclusive use of the NMPED-SEB's consultants in making contracting decisions and will not be disclosed to any other person or entity without my written authorization unless such disclosure is necessary to comply with legal mandates.

\_\_\_\_\_  
Offeror's Signature (Facilitator)

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Date

**APPENDIX D**

Letter of Agreement (Contract)

**FACILITATOR**

Designee for the NMPED – SEB  
REGIONAL EDUCATION CENTER No. 6 (REC 6)  
2020-2024

This letter of agreement is entered into by and between the Regional Education Center No. 6, hereafter referred to as “REC 6” and \_\_\_\_\_, hereafter referred to as the “Facilitator”. The Facilitator is not an employee of REC 6, so benefits and liability protection do not apply.

REC 6 and the Facilitator, in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

**I. Period of Agreement**

This agreement shall be effective as of February 16, 2020, and shall be terminated on June 30, 2024 unless the Agency opts not to renew the agreement. The agreement shall be reviewed and updated annually at the Agency’s option, in one-year increments, for the next three years (**February 16, 2020 through June 30, 2024**).

**II. REC 6 Responsibilities**

A. Reimburse Facilitator as per policies and procedures. The Facilitator Specialist is not an employee of REC 6, so benefits and liability protection do not apply. REC 6 is not the general supervision authority for facilitator. This is the responsibility of the New Mexico Public Education Department, Special Education Bureau.

**III. New Mexico Public Education Department - Special Education Bureau (NMPED – SEB) Responsibilities**

- A. Special education general supervision responsibilities under the Individuals with Disabilities Education Act (IDEA).
- B. Assign and manage facilitators
- C. Approve reimbursement requests
- D. Reimbursement of \$300.00 for full day training and \$150.00 for half day training sponsored by the NMPED – SEB
- E. Recruit qualified persons to conduct special education facilitations
- F. Plan and conduct an annual training for facilitators

**IV. Qualifications**

The following are necessary qualifications and requirements for contract facilitators:

- A. Knowledgeable in laws and regulations relating to the provision of special education and related services at 34 CFR §§ 300.504 and 300.506, and 6.31.2.13 NMAC
- B. May not be an employee of the SEA or LEA involved in the education of the child.
- C. Must not have a personal or professional interest that conflicts with the objectivity of the assignment.
- D. Total impartiality in each facilitation performed.
- E. Has received training in effective facilitation strategies.
- F. Has a signed letter of agreement and resume on file with REC 6.

**V. Statement of Work**

The Facilitator shall provide special education facilitation services and agrees to perform these services under the direction and supervision of the New Mexico Public Education Department (NMPED), Special Education Bureau (SEB).

**The IEP Facilitators shall:**

1. Have an understanding of the facilitation requirements listed in the New Mexico Administrative Code (NMAC), in particular:

34 CFR § 300.504, 34 CFR § 300.506, and 6.31.2.13 NMAC

2. Upon being assigned as an IEP facilitator by the NMPED - SEB, facilitate the IEP meeting(s) in a professional manner;
3. Have a thorough understanding of the IDEA Program requirements and related regulations as outlined in the NMPED State rules and conduct the facilitated IEP meeting in a manner not to conflict with the IDEA and State rules and regulations.
4. Conduct the FIEP not to conflict with any policy or procedures published by NMPED - SEB in relation to the special education process.
5. Participate in Agency-sponsored FIEP facilitation trainings.
6. Contact the necessary parties to arrange and plan the IEP Team Meeting.
7. Submit any necessary paperwork to appropriate school district and the NMPED - SEB staff.
8. Complete and send travel and facilitation service reimbursement to REC 6 within 10 days of the completion of the facilitation.

**VI. Confidentiality**

Any information provided to or developed in performance of this agreement shall be kept confidential and shall only be shared with appropriate parties. All confidentiality requirements under the Family Educational Rights and Privacy Act (FERPA) and the IDEA apply.

**VII. Funds Accountability**

The maintenance of records, paperwork and fiscal accountability will be completed and kept according to the State policies and procedures. The Facilitator will submit a time and effort accounting with their invoice of all activities relating to fiscal expenditures.



**VIII. Indemnification**

**Indemnification.** \_\_\_\_\_, hereby agrees to release, indemnify, and hold harmless Regional Education Center No. 6, its, officers, agents, employees and volunteers (Indemnitees) from and against all liability, including claims, demands, losses, damages and expenses of every kind and description to persons (including death) or property associated with the performance of special education mediation and/or IEP Facilitation as outlined in the letter of agreement. This includes liability resulting directly or indirectly from acts or omissions of Indemnitees or \_\_\_\_\_, unless such liability results from the sole negligence of Indemnitees. Such indemnification includes attorney’s fees, court costs, mediation/arbitration costs, as well as costs of damage to property or expenses of every kind resulting from the performance of the obligations under this contract. This provision shall bind any and all successors, assigns, agents, employees, heirs, family members, spouses, personal representatives, or anyone else claiming to represent\_\_\_\_\_.

**IX. Contract Rates and Invoices**

Invoices shall be submitted within 10 days of the completion of work and shall include the IEP Facilitator name and address as it appears on their W9 form given to REC 6, school name with NM case number, dates and times spent on the case, description of work, and the Facilitator’s signature.

**Facilitator Specialist Rates**

Facilitator	\$110 per hour for facilitation work	\$40 per hour to and from site
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The signatures below signify agreement to the terms and conditions of this agreement and will be in effect from February 16, 2020 through June 30, 2024 (and updated yearly as required).

**Facilitator Specialist**

**Agency**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Title of Authorized Signature

\_\_\_\_\_  
Printed Title of Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date