

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT



REQUEST FOR APPLICATIONS
SPECIAL EDUCATION FACILITATORS (IDEA)

Application Due: April 23, 2022 by 5:00 P.M., Mountain Daylight Savings Time

Submit all applications ELECTRONICALLY to:

Kameron Morris, ADR Coordinator

Kameron.Morris@state.nm.us

RFA Name: Special Education Facilitators (IDEA)

RFA Number: RFA 2223-F

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A. PURPOSE OF REQUEST FOR APPLICATIONS

The New Mexico Public Education Department ("the Agency") requests applications for the services of facilitators to assist with resolving special education disputes involving students with disabilities through a Facilitated Individualized Education Program (FIEP) meeting process under state special education rules, 6.31.2.13 NMAC.

B. BACKGROUND INFORMATION

The Individuals with Disabilities Education Act (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) and other public educational agencies to locate all students 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 student's identified needs.

The IDEA requires that the State provide mediation, formal State-level complaint and due process hearing procedures as a means for to resolve disputes related to students who are or may be eligible under IDEA. In addition to these federally required processes, the Agency offers Facilitated IEP meetings as part of its special education dispute resolution procedures. The Agency offers Facilitated IEP meetings at the State's expense as a voluntary option for resolving disputes involving a matter under the IDEA after a formal State-level complaint or due process hearing request has been filed. Either parents, LEAs or public agencies can request a Facilitated IEP meeting.

C. SCOPE OF WORK

The Facilitator is expected to:

1. Have a thorough understanding of the alternative dispute resolution and state laws, rules and procedures for IEP Facilitation and special education dispute resolution.
2. Upon assignment, conduct facilitation in a professional and timely manner consistent with the IDEA and state special education rules and policies.
3. Contact the parties to arrange and plan facilitation.
4. Submit any necessary paperwork to the parties and the Agency.
5. Communicate promptly with Hearing Officers, State Complaint Investigators, and the Agency about facilitation dates and outcomes.
6. Distribute/collect surveys at conclusion of facilitated meeting for submission to the Agency.

7. Participate in Agency-sponsored facilitation trainings and required meetings.
8. Submit services and travel reimbursements to the Agency and Regional Education Center Number 6 (REC 6) within 10 days of completion of facilitation.

D. SCOPE OF PROCUREMENT

To ensure that qualified impartial facilitators are available, the Agency proposes to award contracts to Offerors from all geographic locations 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 four additional years, to provide services as needed at a fixed hourly rate of \$110.00 for facilitation services and required trainings and meetings, \$55.00 per hour for travel outside of the facilitator's city of residence, and travel expenses (mileage and per diem), plus applicable gross receipts taxes.

E. QUALIFICATIONS

Qualifications for facilitators:

1. Two (2) or more years of employment experience in a profession related to:
 - a. alternative dispute resolution, facilitation, and dispute prevention;
 - b. education;
 - c. rights of persons with disabilities; or
 - d. some combination of such experience equaling at least two years.
2. Training in and knowledge of alternative dispute resolution techniques, including effective meeting facilitation.
3. Knowledge of special education laws, rules, and regulations, including the IDEA, 20 U.S.C. § 1400 *et seq.*; the IDEA federal regulations, 34 C.F.R. Part 300; and the New Mexico Special Education rules, 6.31.2 NMAC.
4. Knowledge of the IEP process.
5. Bachelor's degree from an accredited institution in a relevant field (Master's degree or other advanced degree preferred).
6. Not an employee of the Agency, school district, charter school, educational service agency or any political subdivision of the State responsible for the provision of special education or care of the child in an assigned case.
7. Not having a personal or professional interest that conflicts with the person's objectivity.

Other requirements for facilitators:

1. Access to the necessary support and equipment to perform their duties, such as: (a) telephone; (b) computer; (c) internet access; (d) ability to receive messages and answer telephone calls during normal business hours; (e) ability to receive and send electronic

mail; and (f) access to platform to conduct remoted facilitation (e.g., Zoom/or other video conferencing).

2. Ability to conduct FIEPs during normal business hours.
3. Ability to travel when necessary.
4. Ability to host and conduct FIEP meetings remotely through a remote/virtual platform (e.g., Zoom or other video conferencing) during times when in-person facilitation is not possible for public health or other reasons or when requested by the parties.
5. Ability to follow case management requirements set by the Agency.
6. Ability and willingness to participate in training provided by or through the Agency, and meetings related to the contracts and mediation issues required by the Agency.

F. COMPENSATION AND TERM

Contracts for facilitation services will call for services on an as-needed basis at the following rates and terms:

1. \$110 per hour for facilitation services, training provided by or through the Agency, and meetings related to the contracts and facilitation issues required by the Agency;
2. \$55 per hour for any necessary travel outside the facilitator's city of residence;
3. mileage for any necessary travel at the State rate;
4. per diem for any necessary travel at State rates/terms; and
5. applicable New Mexico gross receipts tax.

The candidates who will be offered contracts will enter into a contract with Regional Education Center No. 6 (REC 6), which is the regional education cooperative located in Portales, New Mexico. The Agency will assign and provide oversight of the work of the facilitators. Facilitators will be assigned to individual cases by the Agency on a rotating basis.

The Agency will offer successful candidates with a one-year contract, renewable at the Agency's option in one-year increments for four additional years, to provide services as needed.

G. PAYMENT AND SUPERVISION

Selected facilitators will be paid for facilitation services and costs by REC 6, a regional educational cooperative center/agency, under a Letter of Agreement. They will be paid by the Agency through Technical Assistance for Excellence in Special Education (TAESE) for Agency-sponsored training and required meetings.

The Agency will assign facilitators to individual cases on a rotating basis.

The Agency will provide general supervision and training to the facilitators.

H. QUESTIONS ABOUT THE REQUEST FOR APPLICATIONS

There will be no pre-application conference. The Agency has designated Kameron Morris as the RFA Administrator and contact person for this Request for Applications. Prospective Offerors with questions should contact:

Kameron Morris, ADR Coordinator
Office of General Counsel
New Mexico Department of Public Education
300 Don Gaspar Ave, Room 233
Santa Fe, New Mexico 87501
Office: 505-309-1214
Fax: 505-827-3313
Email: Kameron.Morris@state.nm.us

I. APPLICATION SUBMISSION AND DUE DATE

Complete and signed applications are due to the Agency's RFA Administrator no later than 5:00 P.M. on April 23, 2022. Applications will be date- and time-stamped upon receipt. All applications must be submitted and emailed to the following email address:

Kameron.Morris@state.nm.us
Kameron Morris, RFA Administrator
RFA Name: Special Education Facilitators (IDEA)
RFA Number: RFA 2223-F

The Agency is accepting applications only by email. Applications must be submitted electronically to Kameron.Morris@state.nm.us.

Late and Incomplete submissions will not be accepted.

J. APPLICATION RESPONSE AND FORMAT

The application must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Accurate and complete information is a criterion for selection. The response must be produced on 8 ½ x 11 paper and must use a 12-point type of font. **Incomplete applications will be rejected.**

The application must respond to each item clearly, specifically, and completely in the order listed:

1. Cover page clearly stating the name, address, telephone number, and email address of the Offeror submitting the application.
2. Cover letter explaining interest in contract.
3. A current copy of your resume.
4. Description of employment experience in a profession related to facilitation dispute resolution and prevention, educational rights of persons with disabilities, or some combination of such experience equaling at least two years.
5. Description of your knowledge of special education laws, rules, and regulations, including the IDEA, 20 U.S.C. § 1400 *et seq.*; the IDEA federal regulations, 34 C.F.R. Part 300; and the New Mexico Special Education rules, 6.31.2 NMAC.
6. Description of training in and knowledge of alternative dispute resolution techniques, including effective meeting facilitation. Please include information about training you have received in facilitation and alternative dispute resolution, your experience conducting facilitation or alternative dispute resolution, and any specific experience in facilitation or alternative dispute resolution that involved public or special education issues and that involved federal or state civil rights complaint.
7. Description of your knowledge of the IEP process.
8. Description of your approach to facilitation and conflict engagement and resolution.
9. A statement that discloses any past or current affiliations that is a conflict or may present the appearance of a conflict of interest and describes your ability to function impartially as a facilitator in light of past affiliations.
10. Three letters of reference addressing your level of professionalism and your ability to implement the IEP facilitation activities in this Request for Application. The Acknowledgement Form attached as Appendix 1 that allows the Agency to contact your references should be completed as part of your application.
11. A statement about ability to have the supports and equipment as described in the Qualifications section described above and to devote the time necessary to the performance of the duties listed in this RFA.
12. A public or private agency or organization that desires to submit an application must submit a complete statement of qualifications for each person who 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.

K. RESPONSE AND EVALUATION CRITERIA

Ms. Morris 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.

The evaluation of applications will be performed by an Evaluation Committee appointed by Agency management.

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:

- 45 Points Facilitation and Alternative Dispute Resolution training, experience, and approach
- 10 Points Experience with special education IEP facilitation
- 15 Points Special education training and experience
- 10 Points Other relevant qualifications and experience
- 10 Points Ability to function impartially as a facilitator
- 5 Points Recommendations
- 5 Points Access to support and equipment and ability to perform tasks required

L. SEQUENCE OF EVENTS

Issuance of RFA	March 23, 2022
Application Deadline	April 23, 2022 by 5:00 P.M., Mountain Daylight Savings Time
Evaluation of Applications	May 9, 2022
Notification of Finalists	May 16, 2022

Appendix 1

AUTHORIZATION FOR THE NEW MEXICO PUBLIC EDUCATION DEPARTMENT TO OBTAIN REFERENCES

I understand that the initial selection of the Offerors for potential contract awards will be based on the written applications and that if I become a candidate, the New Mexico Public Education Department (the Agency) may contact some or all of the persons I have identified in my proposal as references. I understand that the Agency 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 Agency will send a copy of this acceptance and authorization to each individual or entity from which 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 Agency 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 Agency 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 2
Letter of Agreement (Contract)
SPECIAL EDUCATION FACILITATOR (IDEA)
REGIONAL EDUCATION CENTER No. 6

This letter of agreement is entered into by and between the Regional Education Center No. 6 (REC 6) and _____ (Facilitator Name). 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 _____, 2022, and shall be terminated on _____, 2023, unless the Agency opts to renew the agreement. The agreement shall be reviewed and updated annually at the Agency's option, in one-year increments, for the next four years (_____, 2022 through _____, 2026).

II. REC 6 Responsibilities

REC 6 has the responsibility to pay facilitator invoices for facilitation service and identified costs approved by NMPED at the contract rates set forth below in section IX below. REC 6 also has the responsibility to issue a 1099 tax document to the Facilitator.

The Facilitator is not a formal employee of REC 6, so benefits and liability protection do not apply.

REC 6 does not provide general supervision authority for IEP Facilitation or the Facilitator.

III. New Mexico Public Education Department Special Education Division Authority and Responsibility

The New Mexico Public Education Department Special Education Division has general supervisory authority and responsibility over Agency-sponsored IEP Facilitation which includes:

1. Assignment and management of the Facilitator and IEP Facilitation process;
2. Approval of reimbursement requests submitted to the REC 6 by the Facilitator;
3. Recruitment of qualified persons to conduct special education IEP Facilitation; and
4. Planning and providing trainings for Facilitators.

IV. Qualifications and Requirements

The following are necessary qualifications and requirements for the Facilitators:

1. Is knowledgeable in laws and regulations relating to the provision of special education and related services under the IDEA and New Mexico Special Education Rules;
2. Is not an employee of the state education agency (SEA) or of the LEA involved in the education of the student who is the subject of IEP Facilitation as required by 34 CFR § 300.506(c);
3. Does not have a personal or professional interest that conflicts or creates the appearance of a conflict with the objectivity of the assignment as required by 34 CFR § 300.506(c);
4. Has total impartiality in each facilitation performed; and
5. 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 Special Education Division.

1. Upon being assigned by the New Mexico Public Education Department Special Education Division as a Facilitator in case, the Facilitator shall:
 - a. Contact the necessary parties to plan and conduct the facilitation within the timelines required by New Mexico Special Education Rules, unless an extension is granted by the New Mexico Public Education Department Special Education Division for exceptional circumstances;
 - b. Conduct the facilitation at a mutually agreeable location or through remote/virtual means if necessary or preferred by the parties;
 - c. Conduct the special education facilitation in a professional and impartial manner, following all IDEA and New Mexico Special Education Rules requirements; and
 - d. Accept assignments for facilitation only when the Facilitator has the ability to complete the facilitation within the timelines required by the New Mexico Special Education Rules.
2. The Facilitator shall maintain the confidentiality of the discussions in facilitation and parties to the facilitation.

3. The Facilitator shall request that the parties to facilitation complete a survey upon completion of the facilitated meeting and return the surveys to the New Mexico Public Education Department Special Education Division.
4. The Facilitator shall submit invoices for service and travel reimbursements to the New Mexico Public Education Department Special Education Division and the REC 6 within 10 days of the completion of the facilitation.
5. The Facilitator shall submit all paperwork and the FIEP to the appropriate school district, the parent, and the New Mexico Public Education Department Special Education Division.
6. The Facilitator shall participate in Agency-sponsored training regarding facilitation and special education conflict resolution.

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 policy and procedures. The Facilitator will submit a time and effort accounting with their invoice of all activities relating to fiscal expenditures.

VIII. Indemnification

The Facilitator hereby agrees to release, indemnify, and hold harmless REC 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 facilitation as outlined in this contract. This includes liability resulting directly or indirectly from acts or omissions of Indemnitees 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 the Facilitator.

IX. Contract Rates and Invoices

Invoices shall be submitted within 10 days of the completion of work and shall include the Facilitator's name and address as it appears on their W9 form given to REC 6, school name, New Mexico Public Education Department Special Education Division case number, dates and times spent on the case, description of work, and the Facilitator's signature.

Facilitator Rates are as follows: \$110.00 per hour for facilitation services, \$55.00 per hour for travel, mileage at the current State rate, and gross receipts tax.

X. Signatures

The signatures below signify agreement to the terms and conditions of this agreement and will be in effect from _____, 2022 through _____, 2023 (and updated yearly as required).

Facilitator

Authorized Signature

Printed Name and Title

Date

Agency

Authorized Signature

Printed Name and Title

Date