

Ohio Department of Education
Center for Students, Families and Communities
Office for Exceptional Children



We, the undersigned, have been fully informed of the IEP Facilitation process and agree to abide by the procedures and guidelines governing the process. We agree that:

1. The facilitator is a specially trained impartial third party whose role is to facilitate and help us reach a mutually determined and satisfactory resolution regarding the appropriate special education program and services for:

(Name of Student)

2. The facilitator has no authority to act as a legal representative, counselor, advocate, judge or arbitrator, therefore the decision making power rests with us and not the facilitator.
3. The facilitated IEP meeting is a process that is voluntary, non-adversarial in nature and seeks to find reconciliation and mutuality between different parties.
4. The facilitator is not a necessary party in any subsequent proceedings relating to the facilitated IEP and will not be called upon as a witness or consultant in any other administrative, judicial, or educational process, and no *records*, notes, or other work product of the facilitator shall be called for or subpoenaed in the future by any party or participant.
5. There shall be no verbatim recording in any form by any party or participant with respect to the communication or statements made during facilitation, though it is allowable to take notes.
6. Neither the Office for Exceptional Children, Ohio Department of Education or any individual or entity working with the Office for Exceptional Children, Ohio Department of Education, nor any facilitator shall be liable to any party or participant for any act or omission in connection with any facilitation conducted under this agreement.
7. In the event the Facilitated IEP process is terminated for any reason, the aggrieved party may continue to pursue efforts to resolve the problem through additional meetings, mediation, the formal complaint process, or a due process hearing.
8. No party shall be bound by anything said or done at the IEP meeting unless a written plan is reached and signed by both parties. If a completed plan is reached, the IEP shall be reduced to writing and, when signed or approved, the agreement shall be legally binding upon us, the parties to the plan.
9. The facilitator agrees to notify the Office for Exceptional Children of the status of and results of the IEP facilitation process including completion, withdrawal from, or unsuccessful conclusion of the process, and return completed evaluations of service to the Office for Exceptional Children.

10. Participation in a facilitated IEP session cannot delay or waive the required timelines for completing the IEP.

By signing below, we acknowledge that we have read, understand and agree to this Agreement to Participate in IEP Facilitation:

Parent: (Print Name) _____

Parent: (Signature) _____

Date: _____

Parent: (Print Name) _____

Parent: (Signature) _____

Date: _____

District Representative:
(Print Name) _____

District Representative:
(Signature) _____

Date: _____

Other Participant:
(Print Name) _____

Other Participant:
(Signature) _____

Date: _____

Other Participant:
(Print Name) _____

Other Participant:
(Signature) _____

Date: _____

Other Participant:
(Print Name) _____

Other Participant:
(Signature) _____

Date: _____

Other Participant: _____
(Print Name)

Other Participant: _____
(Signature)

Date: _____

Other Participant: _____
(Print Name)

Other Participant: _____
(Signature)

Date: _____

Other Participant: _____
(Print Name)

Other Participant: _____
(Signature)

Date: _____

Other Participant: _____
(Print Name)

Other Participant: _____
(Signature)

Date: _____

Other Participant: _____
(Print Name)

Other Participant: _____
(Signature)

Date: _____

Please FAX and mail to: Chrissy Cline
Mediation/Facilitation Coordinator
Office for Exceptional Children
Ohio Department of Education
25 South Front Street, Mail Stop 202
Columbus, OH 43215
Phone: (614) 728-1113
FAX: (6 4) 728-1097