



**2023-2024 IEP Facilitation Agreement with the  
New Jersey Department of Education,  
Office of Special Education**

This form is to be completed by the school district. In the first form field, enter the name of the school district/charter school. The remaining district/charter name fields should be automatically populated with the name added in the first field. **There are additional form fields on page 2.**

By signing this document, \_\_\_\_\_ School District/Charter School is agreeing to participate in a Facilitated IEP meeting offered by the New Jersey Department of Education, Office of Special Education (OSE).

As a participant, \_\_\_\_\_ School District/Charter School agrees that the role of the facilitator is to help the IEP team work together specifically on issues related to the IEP and to assist with the process by providing a positive environment for effective communication and constructive discussion, as well as to help resolve disagreements as the IEP team members work to develop the IEP.

The OSE will provide the School District/Charter School with an IEP team meeting facilitator to facilitate IEP team meetings at no cost to the school district or parents during the 2023-24 school year. The \_\_\_\_\_ School District/Charter School acknowledges that the provision of facilitators by the OSE is subject to the number of available facilitators.

\_\_\_\_\_ School District/Charter School acknowledges that participation in a FIEP is voluntary for both the district and the parent/guardians of the student, and both parties must agree for facilitation to occur.

\_\_\_\_\_ School District/Charter School understands that the parent, and/or district representatives have the option to request mediation and/or due process from the New Jersey Department of Education, Office of Special Education at any time during the FIEP process. Should either party decide to request a mediation and/or due process hearing, the FIEP process will end.

\_\_\_\_\_ School District/Charter School agrees that the facilitator is not a member of the IEP team or employed by the school district. School District/Charter School understands that the *facilitator is not an employee or representative* of the New Jersey Department of Education (NJDOE) or OSE. \_\_\_\_\_ School District/Charter School also understands that the facilitator cannot provide advice or advocacy for any content of the IEP or any participant and does not make any decisions about the content of the IEP.

\_\_\_\_\_ School District/Charter School agrees that the facilitator is provided by the OSE at no cost to the parent or the district.

\_\_\_\_\_ School District/Charter School also acknowledges that the OSE will not be responsible for any attorney or advocate fees, or any other costs associated with FIEP meetings. \_\_\_\_\_ School District/Charter School agrees that the OSE is not liable for or responsible for the outcome of the FIEP.



2023-2024 IEP Facilitation Agreement with the
New Jersey Department of Education,
Office of Special Education

\_\_\_\_\_ School District/Charter School agrees that if the
FIEP meeting is not progressing toward the development of a mutually agreed upon IEP, the
facilitator can remove him/herself and end the facilitation of the IEP. Additionally,
School District/Charter School agrees that the IEP team can continue the IEP meeting without the
facilitator or reconvene for another day. However, the FIEP process cannot be used to extend IEP
timelines. Finally, \_\_\_\_\_ School District/Charter School
understands that if any party withdraws its consent to participate in the FIEP, the facilitator will
remove him/herself and end the facilitation of the IEP.

\_\_\_\_\_ School District/Charter School agrees that if an IEP
is developed, written notice as required by N.J.A.C. 6A:14-2.3 must be provided to the parent.
Other than the FIEP Agreement and the Post-FIEP Evaluation, the facilitator will neither create nor
maintain any records of the FIEP, including personal notes. The sole records of the FIEP by OSE will
be the date, time, location and result of the session, the completed Facilitated IEP Agreement, and
the Post-FIEP Evaluation. Neither OSE nor the facilitator will keep a copy of the IEP document.

On behalf of \_\_\_\_\_ School District/Charter School, the
designee agrees to the terms of this agreement, for the duration of the 2023-24 school year.
Accordingly, this agreement terminates on June 30, 2024.

\_\_\_\_\_
Superintendent's Signature

\_\_\_\_\_
Date

Required Contact Information:

District Name: \_\_\_\_\_

Designee: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

On behalf of NJDOE, OSE: \_\_\_\_\_

\_\_\_\_\_
Name/Title

\_\_\_\_\_
Date