



**2024-2025 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 the OSE contracted IEP team meeting facilitators to facilitate IEP team meetings at no cost to the school district or parents during the 2024-25 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 an independent contractor and 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.



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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 2024-25 school year. Accordingly, this agreement terminates on June 30, 2025.

Superintendent's Signature

Date

Required Contact Information:

District Name:

Designee:

Address:

Phone:

Email:

On behalf of NJDOE, OSE:

Name/Title

Date