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Re: Response and Comments to Draft Master Services Agreement

Dear Assistant Attorney General Forster & Director Frazier,

Regarding the Master Contract draft, please provide answers to the following questions:

- 1) Please explain the statutory authority and how it allows the DOE to create this contract.
- 2) **Section 2:** We would need clarification surrounding this section as an SPPPre-K. How does this apply to us? This seems as if it is directed more toward secondary education. What is the expectation for “policies and procedures” for transitioning a student back to LRE after they have been referred to us?
- 3) **Section 3:** The meaning of this section is unclear. What is the department looking for? We evaluate children based on our ability to provide for their needs and develop SDI appropriate for the child. We do not practice restraints and therefore would not accept a child who needs more than one adult to assist them in having a safe body around peers or is aggressive to the point of necessary restraints for safety. Will using this professional judgment be designated as “discriminatory”?
- 4) **Section 4:** This section reads “for each student with a disability enrolled at the School, the School shall provide regular education, special education and related services”. We are concerned that this will require a change in the services we provide, as we do not provide “regular education” nor do we have or want to hire service providers (such as SLPs or OTs) for anything other than SDI, as we are a Special Purpose Private Preschool program.



- 5) **Section 6:** This entire passage appears to be locking SPP programs into functioning as a public school in terms of “stay put” rules and due process concerns, without actually allowing any autonomy in deciding that a placement isn’t appropriate or sustainable. This does not allow for discharges related to health or safety issues, and could quite possibly end in a due process progression that forces the SPPS to keep a student because the SAU cannot or will not place the student elsewhere (or because parents have an interest in keeping the child with the SPPS). Additionally, why would the placing SAU be motivated to defend the SPPS in a due process hearing if the SAU disagrees with the SPPS in terms of proper placement?

Section 6.b.ii enforces “stay put” conditions while the SAU searches for alternative placement. As we would discharge a student based on safety concerns, why would we continue to provide services under unsafe conditions (student/staff safety risks)?

Section 6.b.iii continues with ambiguous language that seems to indicate we may be expected to continue with an unsafe student if the situation does not meet “imminent risk” levels.

Section 6.b.iv. This section still does not allow us as an SPPS any rights under due process proceedings.

Section 6.b.v. This section does not guarantee that the SAU will represent us as WE see fit.

Section 6.b.vi. This section appears to apply public school law to private programs, essentially putting SPPS programs under the public-school umbrella.

- 6) Does this Master Contract immediately come into play during the first 30 days of a child’s attendance? This period is used to assess the child’s needs and whether the placement is an appropriate fit. Does this contract negate the 30-day placement meeting?
- 7) Does the Master Contract hold us to providing ALL services on a child’s IEP (speech therapies, occupational therapy, regular education services, etc.)?
- 8) Why would another SPPS be incentivized to take on a child with serious behaviors when another placement is trying to refer them on for increased support?
- 9) How will this contract allow us to protect our staff and other students in the program? We will absolutely lose staff if we have to keep an aggressive child, we risk having other children hurt, and we risk legal action from families whose children DO get hurt. We all have seen this type of aggression, and we must be able to protect our programs. Under this contract, the system will not protect SPPS programs or any other entity involved.



The primary concerns here involve the real probability that SPPS programs will be forced to keep students they are not adequately equipped for, will be misrepresented or badly represented by a disgruntled SAU, and will lose staff due to high levels of student aggression. This could also close programs that are desperately needed across the state.

We would be happy to host lawmakers, DOE officials, Assistant Attorney General Foister, Governor Mills, or anyone else who would like to see our program in action. We believe that this Master Contract is not written in the best interests of programs like ours and is designed to force our unique program into the mold of a public school. Please call or email info@thedragonflyacademy.org for an appointment to visit or to discuss our concerns.

Thank you for your time and concern in these matters.

With respect,

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Dragonfly Academy