



November 15, 2025

Megan Welter
Associate Commissioner
Maine Department of Education
23 State House Station
Augusta, ME 04333-0023

RE: *Proposed Master Contractual Agreement for Private Schools Offering Special Education Programs*

Sent via Microsoft form:

https://forms.office.com/pages/responsepage.aspx?id=q6g_QX0gYkubzeoajy-GTsPuf_229F5Pj46Z5Dq5IOpUNDZKQVczMjIDTkprMjBZS0VJVVQ3UEZaUS4u&route=shorturl

Sent via email to: Megan.Welter@maine.gov

Dear Associate Commissioner Welter:

Thank you for the opportunity to comment on the Department's proposed Master Contractual Agreement for Private Schools Offering Special Education Programs.

I am submitting these comments on behalf of the Maine Association for Community Service Providers (MACSP). MACSP represents nearly 100 community-based agencies that deliver a diverse range of person-centered educational, vocational, residential, and community support services—as well as specialized care—to thousands of Maine children and adults living with an intellectual disability, autism spectrum disorder, a related condition, or a brain injury.

Across Maine, twenty MACSP member agencies provide vital educational services to children enrolled in Special Purpose Private School (SPPS), K–5, and K–12 classrooms and Pre-K programs. Many of these schools have been operating for decades, serving as trusted partners to families, school districts, and Child Development Services (CDS).

SPPS serve children with some of the highest and most complex disabilities and behavioral needs, ensuring that each student receives the specialized instruction, care, and support they need to succeed. Despite their long-standing success and deep expertise, demand for these services far exceeds capacity, with long—and growing—waitlists for children of all ages in need of specialized educational supports.

Dedicated teachers, clinicians, and support staff work every day to help each child achieve their individualized goals and accommodations, as outlined in their Individualized Education Program (IEP)—helping students make measurable progress, build confidence, and reach their full potential.

By delivering these highly specialized services in the least restrictive educational environment, Maine's Special Purpose Private Schools not only uphold the principles of the Individuals with Disabilities Education Act (IDEA) but also play an essential role in keeping children connected to their communities, their peers, and their futures.

All MACSP members share the Department’s goal of ensuring that every student with a disability placed by their SAU in a private school receives a Free Appropriate Public Education (FAPE) and the same rights and procedural safeguards as students educated in public settings. Our members remain deeply committed to maintaining continuity of care and high-quality educational and therapeutic programming for students with significant needs, while also ensuring the safety and well-being of all students and staff.

We understand that the proposed Master Agreement seeks to establish a uniform framework to clarify the process for discontinuation or transition of services for students placed in SPPSs under an IEP. MACSP supports the Department’s intent to clarify the respective roles and responsibilities of private schools, SAUs, and the Department, and to provide a consistent administrative process for changes in placement.

However, we have significant concerns that the draft agreement, as written, would:

- Impose obligations on SPPSs that exceed the requirements of IDEA;
- Limit the ability of SPPSs to respond to urgent safety concerns; and
- Fail to establish a process that fully recognizes the SAU’s ultimate responsibility for identifying and funding an alternative placement

Our specific concerns and recommendations follow below.

Sections 1–2 *Services Provided / Educational Settings*

As services offered in SPPS vary depending on individual student needs and staff availability, and may be added temporarily for one or more students, several of our members have expressed concerns about this section which requires agencies to select services offered presumably on an annual basis. As written, it appears that schools could inadvertently be out of compliance if a service becomes unavailable.

Section 5 *Attendance*

The proposed language defines “early release” as a “removal,” which is unworkable and potentially inaccurate as schools often implement shortened days per IEP team decisions. SPPSs should not be held liable for decisions outside their control. Clarification is needed regarding early release for severe weather or emergencies.

Section 6 *Removal or Discharge*

MACSP recognizes and supports the Department’s goal of ensuring that all changes in student placement occur through the IEP team process and in accordance with IDEA. However, the procedures described in Section 6(b) of the proposed Master Agreement appear to place the entire “stay put” burden on private schools—even in cases where the Special Purpose Private School (SPPS) has identified imminent safety risks or where the Placing SAU has failed to develop or secure an appropriate alternative placement.

We are particularly concerned about three interrelated issues:

- The requirement that SPPSs must continue to serve a student during a due process hearing (“stay put”), even when the student’s continued attendance poses safety risks;
- The absence of any administrative dispute-resolution mechanism for resolving disagreements between an SPPS and an SAU; and
- The lack of recognition that SPPSs have no independent due process rights under IDEA, leaving them without a clear legal pathway to protect students and staff when health and safety are at risk.

When a school determines that a student must be removed or discharged due to imminent risk to the health or safety of the student, other students, or staff—as described in subsection (b)(iii)—the draft

agreement provides no defined timeline for the Placing SAU to identify or secure an appropriate alternative placement. Nor does it outline specific emergency procedures or interim steps that the SAU must take to address the situation promptly.

While we would like to assume that every SAU would be able to respond swiftly and collaboratively to transition a student to a setting with appropriate supports, the absence of a clear, enforceable timeline leaves entire school communities—including children, families, and staff—vulnerable to extended periods of risk and instability. In practice, this gap could result in SPPs being compelled to continue serving students in unsafe or unsustainable circumstances, contrary to their ethical duty to protect the well-being of all students and personnel.

MACSP urges the Department to consider models from other states and that have developed balanced, practical, and legally compliant procedures for addressing these situations:

- *New Jersey* requires immediate notice to the Local Education Agency (LEA), followed by an IEP meeting within 10 school days (with private school participation), and places responsibility for written notice and successor placement on the LEA.
- *Massachusetts* distinguishes between *emergency terminations* (where safety is at risk) and *planned terminations*, requiring written notice and defined timelines for IEP planning and transition.
- *Illinois* requires an IEP meeting prior to termination and written notice to the parent, district, and state education agency at least 20 business days in advance, unless health or safety is endangered.
- *The District of Columbia* mandates at least 15 instructional days' notice before termination, or *immediate notice* in emergencies.

Recommendations

1. Add clear definitions at the beginning of the Master Agreement to ensure consistency. Definitions should include 'Placing SAU,' 'Special Purpose Private School,' 'Private Provider,' 'Discharge,' and 'Emergency Termination.'
2. Add separate provisions for 'planned' and 'emergency' terminations modeled after Massachusetts, with defined timelines and responsibilities.
3. Clarify that SAUs retain primary responsibility for ensuring FAPE and developing successor placements when discontinuation is necessary
4. Allow temporary transition or planning periods (e.g., up to 10 business days) to ensure student and staff safety during placement changes.
5. Eliminate or modify the 'stay put' requirement in cases involving imminent health or safety risks, with an expedited process.
7. Provide flexibility for individualized agreements under Section 6(c), and ensure the Department's approval process is timely and transparent.
8. Clarify applicability: the Master Agreement should explicitly state that it does not apply to Special Purpose Private School *Pre-K programs* contracted with Child Development Services (CDS). These programs are governed separately and this agreement does not define CDS's responsibilities as they remain the "sending school" for children in Special Purpose Private School Pre-K programs throughout the state.
9. Include a section identifying the effective date and implementation timeline, allowing adequate time for schools to align internal policies and procedures.

MACSP remains a committed partner in advancing the Department's mission to ensure all children with disabilities in Maine receive a FAPE in the least restrictive environment. We respectfully request that the Department work with stakeholders to revise the proposed Master Agreement to reflect the distinct responsibilities of SPPSs, SAUs, and CDS programs; clarify key definitions and applicability; and incorporate balanced, collaborative approaches modeled successfully in other states.

We appreciate the opportunity to provide these comments and welcome continued collaboration with the Department to develop an agreement that protects students, supports educators, and strengthens Maine's system of special education.

Thank you for your consideration,



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