



SPURWINK

going the distance

Friday, November 14, 2025

Dear Assistant Attorney General Forster and Director Frazier.

Thank you both for your time and thoughtfulness in drafting this agreement. As a Special Purpose Private School provider, Spurwink appreciates the potential that such a document could provide in clarifying some important procedures and practices. From this agreement it is clear to see that we all share the same mission – providing safe and therapeutic environments for our students with special needs to develop skills, and for our staff to be able to provide support while ensuring safety.

Spurwink operates three K-12 day treatment programs for students with special needs, as well as a therapeutic preschool program. We currently serve approximately one hundred and twenty students in these programs. These students have not been successful in less restrictive environments and require a higher level of support and clinical intervention to meet their needs. Support includes smaller classroom sizes, a higher level of adult support, and specialized training for our staff.

Spurwink has long prided itself on our ability to support students with significant mental health and behavioral challenges and provide them with a therapeutic environment structured to keep them safe and to build the academic, social, emotional regulation, and vocational skills to be successful post-transition. The students we, and other SPPS, serve continue to be the most difficult students in the state to place.

Spurwink currently has a detailed admissions policy. Review of all referrals and placement considerations is done through a team of educational, clinical, and related services providers. We consistently place and support some of the most challenging students in the state. Our goal with any placement is to ensure that the individual student is set up for success and has a social group to build skills. Additionally, our admissions policy and admissions criteria are reviewed every three years as part of our monitoring process and have consistently met the standards set by MDOE as part of that review.

Some positive pieces that we identify in this agreement include the specific responsibilities of the sending SAU to support SPPSs when we feel that we are no longer able to meet a student's needs, especially in situations where maintaining safety is the primary concern.

As a provider, Spurwink has three major concerns with this agreement as currently drafted. First, and most significant for us, is that this agreement, while well-meaning, does not adequately outline/detail the procedures proposed in section six. As written, subsections A-C are vague and it is unclear to us how they align in regard to each party's responsibilities in the scenarios given. For example, is the expectation that an SPPS maintain the student placement in a situation where they do not feel they have the adequate resources to maintain student safety, while the SAU seeks an alternate placement? If so, this would put our programs in an unsafe situation with no relief. Additionally, securing an alternate placement may take a significant amount of time, or may not be possible if other programs are not able to support the students' needs.

Second, this proposed agreement does not adequately outline timelines for the proposed procedures, and places significant responsibilities on the SAU, which may or may not be in disagreement with the SPPSs recommendation. The agreement is only between the private school and MDOE and does not require SAUs to sign on as well. In the event that there is a significant disagreement between the SPPSs and the SAU, what safeguards will be in place to ensure that the SAU provides the outlined support to the private school? While this agreement purports to outline relief for an SPPS faced with a situation where it is not able to safely maintain a student's placement, it seems to leave the SPPS without any clear action steps.

Our third concern is with the outlined procedures when "stay put" is required through the parents filing due process. As DOE has stated previously, private schools cannot be a party to due process procedures. As outlined in this agreement, the complaint would be filed against the SAU and it would become the SAUs responsibility to advocate for the private school to seek immediate relief from "stay put" and to ensure that the private school is represented and has the opportunity to present testimony. This places the SAU in the interesting position of having to represent the interests of a third party, and in some cases, those interests may not be aligned. As written, this agreement would ask private schools to trust the SAU and their legal representatives to advocate on their behalf. This seems like a potential conflict of interest. Additionally, this agreement would ask private schools to abide by the decision of the due process hearing officer without being a named party and having equal representation. In the past, it has been our understanding that MDOE has argued that a due process hearing officer is not able to order that a private school comply with its order. Section 6, vi, appears to propose the opposite.

As our history will show, we do not move toward a recommendation of discharge from our programs easily. When these situations occurred in the past, it was only after extensive conversations with parents/guardians and districts and after exhaustive attempts to support programming through a variety of strategies including increased staffing, service changes, and increased clinical and BCBA support. In the majority of these situations, we have been able to successfully partner with SAUs and families to support the transition. In only a very small number of these situations, differences of opinion on placement occurred. In those situations, and these have all been cases in which we, despite our resources, did not feel that we could safely support the student and maintain overall safety within the milieu, we have had to make a difficult decision and have worked

through the IEP process. We feel that it is essential in our ability to continue to provide services to students we have the continued ability to initiate a change in placement to keep our students, staff, and school environments safe.

For the reasons listed above, and several others, Spurwink has concerns with the agreement as currently written, and being asked to sign such an agreement as currently written, would put us at significant risk. Spurwink greatly values its long-standing relationship with MDOE and looks forward to continuing to collaborate with the department and engage in discussions aimed at exploring solutions that support us as private schools and support the needs of the students we serve.

For any clarification or questions, please do not hesitate to contact me at 207.317.1952 or at ecampbell@spurwink.org.

Sincerely.

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