

Comments re: Proposed MDOE Master Agreement

November 14, 2025

To Whom It May Concern;

These comments are submitted on behalf of Waypoint Maine's Fraser Ford School, located in Sanford, Maine. Fraser Ford serves children with autism and related behavioral health needs in our year-round PreK through Grade 5 Special Purpose Private School and licensed Mental Health Facility providing Behavioral Health Day Treatment in addition to comprehensive educational programming aligned to the Maine Learning Results.

We agree that formal processes be adopted to ensure student's right to FAPE and also address the rare instances of disagreement between a Special Purpose Private School (SPPS, alternatively referred to as "School" below) and School Administrative Unit (SAU) when the SPPS has significant safety concerns and is therefore unable to meet the student's needs. Fraser Ford School has not discharged a student outside of the IEP process, nor initiated removals or abbreviated days, and takes seriously our obligation to implement each child's IEP with integrity.

Below are a number of stated SAU obligations. However, nothing in the Agreement compels an SAU to fulfill these requirements as they are not a party to signing the Agreement as drafted.

- In Section 6(a), the SAU ensures an IEP meeting *shall* be held as soon as possible after notice of intent to discharge/request for IEP meeting is made by the School and no later than ten (10) business days after the School's request;
- In Section 6(b)(i), if the School does not believe it can safely meet the child's needs and is no longer an appropriate placement, the SAU *shall* provide WN of a change of placement and begin the search for a successor placement; there is no timeline associated with this action and should be.
- In Section 6(b)(ii), the SAU *shall* work together in utilizing functional behavioral analysis, implement or amend a behavioral support plan, use applicable special circumstances removals, or "other interventions considered appropriate to ensure student's, other students' and staff's safety". Tutoring or remote supports for example?
- In Section 6(b)(iii)(iv), the SAU must file proceedings to seek relief from stay put requirements if the SPPS informs them of an imminent risk to health or safety;
- In Section 6(b)(iv), the SAU shall develop an interim alternative educational plan, if such relief is sought; and
- In Section 6(b)(v), the SAU shall ensure that the School has the opportunity to present testimony and evidence and offer legal arguments in the due process proceeding. If the SAU disagrees with the School's decision to discharge a student,

this “opportunity” to present testimony and the description of the procedural process is confusing and appears unworkable. Notably, the stay put provision under the IDEA applies to public agencies, not private schools. SPPSs are not public agencies within the meaning of the statute; they are private service providers operating under contract with public districts. Further, the proposed framework presents a challenge in cases where the SAU disagrees with the SPPS’s assessment of imminent risk; they may be incentivized to delay action to avoid assuming responsibility for finding or funding the alternative placement. The SPPS would then be left indefinitely serving a student in an unsafe situation, with no ability to protect staff or other students. Other state models suggested for consideration are discussed below.

In Section 6.b.iii & iv, there exists a concerning gap in the process with clarification needed. If the parent challenges a change of placement and exercises due process, the School becomes the “stay put” placement *unless* they inform the SAU that they are unable to do so without imminent risk to the health and safety of the student, other students, and school staff. As drafted, the result is that the District *shall* develop an alternative educational plan and seek judicial relief from any “stay put” order. At this point, the child is removed from the School? What is the timeline for the SAU to develop an alternative educational plan?

In Section 6.b.vi, If the hearing officer/court determines that the student’s placement at the School is appropriate, the student shall remain at the School. In instances of serious safety concerns where the School has expressed they are not able to meet the child’s needs without imminent risk to health and safety, we do not support their continued placement in a program that can’t keep the child and others safe.

The MDOE is encouraged to consider a model such as that used by New Jersey where they provide an SPPS the ability to discharge students, and place clear expectations on the SAU to find a new placement in a timely manner. Under this model the SPPS makes immediate notification to the SAU when they are considering discharge, an IEP meeting is convened within 10 school days, to include at least one member of the SPPS program who participated in recommending discharge. The IEP team reviews the child’s needs and determines a new placement; once this written notice is provided to the parent the child may be discharged from the SPPS.

Alternatively, the model used in Massachusetts should be considered by MDOE. Massachusetts provides two types of termination/discharge procedures: (1) emergency and (2) planned. An emergency is defined as “circumstances in which the student presents a clear and present threat to the health and safety of him/herself or others,” The SPPS must

first inform the SAU, which assumes responsibility for the student. If the SAU cannot assume responsibility for the student immediately, it can request a delay of up to two calendar weeks in order to convene emergency meetings and other appropriate planning discussions before the student is terminated from the SPPS. Termination cannot be delayed past two calendar weeks unless both the SAU and SPPS agree to do so.

With planned terminations, (those that are not emergencies) the SPPS must request an IEP team meeting, with at least 10 days' notice, in order to plan and develop a written discharge plan for the student. The plan must describe the student's specific programmatic needs, short- and long-term goals; and recommendations for follow-up and/or transitional services. The discharge plan must be implemented in no less than 30 calendar days, unless the parties agree to an earlier date.

While it does not appear Massachusetts utilizes a state-mandated master agreement to govern private school placements, they provide sample contracts which include language regarding the discharge of a student from a private placement. Given the range of other alternatives, MDOE is encouraged to consider options that provide a consistent framework to manage instances of disagreement regarding discharge, while also acknowledging that the stay put provision under the IDEA applies to public agencies, not private schools. MDOE should consider developing separate master agreements; one governing 60/40 town academies, and another addressing SPPS'.

Finally, the MDOE's messaging to MADSEC in October was in part quoted as the following. "The agreement will not affect school approval status if a private school chooses not to sign". The Agreement states that failure to correct a violation of the Agreement results in termination of the Agreement at the end of the school year. The implications of contract termination require clarification.

Respectfully,

Tiffany Haskell, Special Education Director

Waypoint's Fraser Ford School