

[DOE letterhead]

MASTER CONTRACTUAL AGREEMENT

Between a Private School Approved for the Receipt of Public Funds for Tuition Purposes
Seeking to Offer
a Special Education Program and the Commissioner of Education

STATUTORY AUTHORITY:

20-A M.R.S.A. §7252-A. Early intervention; special education programs; approval

. . . A special education program may be offered by a School administrative unit, an approved private School or a state licensed agency. All . . . special education programs offered by approved private Schools or state licensed agencies must:

- 1. Supervision.** Be provided under the supervision of the School administrative unit responsible for the education of the child with a disability enrolled in the program;
- 2. Description.** Be described in a master contractual agreement between the agency or private School and the commissioner; and
- 3. Approval.** Be approved in advance of the enrollment of any child with a disability.

In accordance with 20-A M.R.S.A. §7252-A(2), to ensure compliance with State and Federal laws and regulations and to establish a common framework that defines the roles of the participants in order to provide education programming to students with disabilities served in private programs, **[Name of Private School]** (the “School”) and the Commissioner of Education hereby enter into the following Master Contractual Agreement (the “Agreement”) governing the operation of a special education program. Nothing in this Agreement removes any obligation of the School to obtain the applicable School and/or program approval, or to comply with any applicable State or Federal law or regulation.

Nothing in this Agreement prevents the School from entering into contractual agreements with one or more School administrative units that place students at the School (Placing SAUs), so long as those agreements do not conflict with this Agreement.

1. Educational settings. All students with disabilities are entitled to receive special education and related services in the least restrictive environment (LRE). The School offers the following educational settings (choose all that apply):

Special Education outside the regular classroom less than 21 percent of the day (MUSER X.2.C.2.a).

Special education inside the regular class no more than 79 percent of the day and no less than 40 percent of the day (MUSER X.2.C.2.b).

Special education inside the regular class for less than 40 percent of the day (MUSER X.2.C.2.c).

Separate School-Special Education outside public or private School for greater than 50 percent of the School day (MUSER X.2.C.2.d).

2. Admissions and Placement. This agreement applies to students who are admitted to the School as their special education placement. These students are entitled to receive the services in the least restrictive environment described in their IEP. By accepting these students as their special education placement, the School is agreeing to the terms and conditions contained in this agreement.

a. The School shall not admit students under the provisions of this Agreement unless approved through the Department's School approval process.

b. The School must have a publicly available admissions policy that provides the criteria for admission as well as the process for determining how all students are evaluated for admission. The admissions policy must ensure, at a minimum, that students with disabilities with an LRE that corresponds to educational settings available at the School (as identified in Section 1 above) are admitted in a non-discriminatory manner.

c. Prior to the commencement of a student's placement, the School shall provide to the parents and the Placing SAU a written copy of the School's policies and procedures, including:

- i. The School's statement of purpose;
- ii. The type of services provided by the School (including general education, special education, and related services);
- iii. Health care, including provisions for administration of medication;
- iv. Transition of students with disabilities to less restrictive placements in accordance with the determinations of a student's IEP Team;
- v. Planning for both foreseen and emergency terminations as described in Section 7 below;
- vi. Discipline policies, including suspension and dismissal;
- vii. Methods of behavior support, discipline, and proper use of restraints and seclusion as described in Chapter 33;
- viii. Activities related to daily living skills, if applicable;
- ix. Name and telephone number of a staff person whom the parents may contact on an ongoing, including an emergency, basis;

- x. A description of a procedure which the parents or student may use to register complaints regarding the student's education at the School;
- xi. A copy of the approved School calendar.

d. Prior to the commencement of a student's placement, the School must enter into a written agreement with the Placing SAU that identifies, for each service listed on the Student's IEP, whether the Placing SAU or the School shall be responsible for the provision of that service at the frequency and intensity identified in the IEP.

3. Parental Involvement.

a. The School shall have a written plan for involving parent/s or guardian/s in the educational programming for their child. This includes but is not limited to:

- i. Report cards
- ii. Progress notes
- iii. Behavioral incidents
- iv. Chapter 33 Reports
- v. Disciplinary action

b. The School shall have a procedure for assuring that it is informed by a parent or guardian of any changes in a student's legal status and of the results of all judicial and administrative proceedings concerning the student, and for disseminating this information to appropriate personnel and the Placing SAU.

4. Single Point of Contact. The School will designate an individual to be the single point-of-contact for all communications regarding programming for students with disabilities and will obtain a single point of contact from each Placing SAU. The School shall permit the Placing SAU's point of contact or their designees to enter the School to visit classrooms, meet with the School's point of contact or designee, and talk to the staff about the progress of individual students.

5. Provision of services.

a. For each student with a disability enrolled at the School, the School shall provide regular education, special education, and related services in accordance with each student's IEP and the written agreement referenced in Section 2(d) above. The School may not make any changes to a student's IEP without following the appropriate procedures below.

b. On a quarterly basis, the School shall provide to the Placing SAU progress reports that document progress toward IEP goals and objectives.

- c. If the School loses staff or any similar issue arises that means that the services in the IEP cannot be delivered as written, the School must notify the Placing SAU and the parent within three (3) school days and schedule an IEP Team meeting within ten (10) school days to discuss how those services will be provided.

6. Attendance. The School shall maintain a record of the student's attendance, including any removal of the student by the School from their educational program, regardless of whether it is specifically identified as "disciplinary." Early release from educational programming constitutes a removal. The School shall inform the Placing SAU when a student is absent or out of program for ten (10) school days so the Placing SAU can make a determination whether an IEP Team meeting or other proceeding is necessary.

7. Removal or discharge. The School shall have a policy for removal or discharge of students with disabilities that includes the following:

a. Suspension.

- i. Whenever a student is suspended, the School shall immediately notify the parent/s, guardian/s, the Placing SAU, and the Department of Health and Human Services (DHHS), if applicable. Within 24 hours, the School shall send a written statement explaining the reasons for suspension to the parent/s, guardian/s, the Placing SAU, and DHHS, as applicable.
- ii. Once a student has been suspended for three (3) consecutive school days or five (5) non-consecutive school days in a school year, the School, parents, and Placing SAU shall explore together all possible program modifications within the School in an attempt to prevent additional removals or dismissal of the student from the program.

b. Discharge/termination.

- i. The School shall inform the Placing SAU's point of contact of the progress of the student and shall notify that individual immediately if termination or discharge of the student is being discussed.
- ii. The School shall, at the time of placement, make a commitment to the Placing SAU that it will try every available means to maintain the student's placement until the Placing SAU and/or DHHS has had sufficient time to search for an alternative placement.
- iii. Whenever a School intends to initiate a discharge/termination of a student the School shall immediately notify the parent/s, guardian/s, the Placing SAU, and the Department of Health and Human Services (DHHS), if applicable. Within 24 hours, the School shall send a written statement explaining the reasons for discharge/termination consideration to the parent/s, guardian/s, the Placing SAU, and DHHS, as applicable.
- iv. Planned Terminations:

1. Except in emergency cases, the School shall notify the Placing SAU of the need for an IEP team meeting. The Placing SAU shall arrange such meeting and provide to all parties including the parent and if appropriate, the student, seven (7) days' notice of this in advance of the intended date of the meeting. A meeting held prior to seven (7) days requires a "7-day waiver" signed by the parent or guardian. The meeting shall be held for the purpose of planning and developing a written termination plan for the student.
2. The plan shall describe the student's specific program needs, the short- and long-term educational goals of the program, consider further evaluations, and recommendations for follow-up and/or transitional services.
3. The School shall thoroughly explain termination procedures to the student, the parents, and the Placing SAU, including the Special Education Director and other school officials designated by the SAU.
4. The written termination plan shall be implemented in no less than thirty (30) days unless all parties agree to an earlier termination date.

v. Emergency termination.

1. An emergency termination occurs in situations where the student presents a clear and present threat to the health and safety of themselves or others. A clear and present threat is defined as:
 - a. Serious injury of a student or a staff member as defined as requiring emergency medical attention or hospitalization;
 - b. Criminal activity on the part of a student;
 - c. Repeated acts of violence against peers and staff where the student's behaviors have not changed as a result of programmatic modifications; or
 - d. Severe bullying that escalates into physical danger.
2. Procedure. The School shall not terminate the placement of any student, even in emergency circumstances, until the Placing SAU is informed, acknowledges responsibility for a successor placement, and schedules an emergency IEP Team meeting. At the request of the Placing SAU, the School shall delay termination of the student for up to two calendar weeks to allow the Placing SAU the opportunity to convene the emergency IEP Team meeting or to conduct other appropriate planning discussions prior to the student's termination from the School. With the mutual agreement of the School and the Placing SAU, termination of enrollment may be delayed for longer than two calendar weeks.

8. Monitoring and enforcement.

- a. Access to records. The School will allow the Department to access the records necessary to determine whether the School is in compliance with this Agreement.
- b. Enforcement. In response to a complaint by a parent/guardian or a Placing SAU, or on its own initiative, the Department shall take the following steps to enforce this Agreement: giving the School the opportunity to respond; conducting an investigation as necessary; issuing findings of fact and conclusions of law; and providing a corrective action plan (CAP) for any violation of the Agreement that must be completed within a time specified. If the School disagrees with the findings, conclusions or CAP, the Department will offer an administrative hearing in accordance with the Maine Administrative Procedure Act, 5 M.R.S. §9051 *et seq.* The determination reached at the end of the administrative hearing shall constitute the Department's final agency action.
- c. Termination. Failure by the School to timely correct a violation of this Agreement or comply with the terms of a CAP shall result in termination of this Agreement at the end of the then-current School year.