

[DOE letterhead]

MASTER AGREEMENT

Between an Approved Private School 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 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 Master Agreement.

1. Services provided (MUSER X.2.A, XI). The School provides the following special education and related services:

☐ Assistive technology services

☐ Audiology services

☐ Counseling services

- ☐ Interpreting services (cut hearing aids)
- ☐ Medical service
- ☐ Orientation and mobility services
- ☐ Occupational therapy
- ☐ Physical therapy
- ☐ Psychological services
- ☐ Recreation services
- ☐ Rehabilitation services (cut leisure services)
- ☐ School health and nurse services
- ☐ Social work services
- ☐ Speech-language pathology services
- ☐ Transportation

2. Educational settings (MUSER X.2.C.2). 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:

- ☐ 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).

The School shall have policies and procedures in place to transition students with disabilities to less restrictive placements in accordance with the determinations of a student's IEP Team.

3. Admissions. 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, including students with disabilities, 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 2 above) are admitted in a non-discriminatory manner.

4. Provision of services. 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. The School may not make any changes to a student's IEP without following the procedure in Section 6 below.

5. 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 10 days so that the SAU can make a determination whether an IEP Team meeting is required.

6. Removal or discharge (20 U.S.C. §1412(a)(10)(B); 34 C.F.R. §300.146(c)). The School shall have a policy for removal or discharge of students with disabilities that includes the following:

- a. Before making **any** changes to a student's IEP or educational program (including the removal or discharge of the Student from the School), the School shall ask the Placing SAU to schedule an IEP Team meeting, even if the student's parent agrees with the proposed change. The IEP Team meeting shall be held as soon as possible, taking into consideration the parent's right to attend, and no later than 10 business days after the School's request.
- b. If the IEP Team does not reach consensus on a proposed change to a student's IEP or educational placement, and the Placing SAU and the School are in disagreement:
 - i. If the School does not believe that it has the capacity to carry out a student's IEP safely and successfully, and/or believes that it is no longer an appropriate placement for a student – even after the consideration of changes to the IEP including additional supports – the Placing SAU shall provide Written Notice to the parent of a change of placement and begin the search for a successor placement.
 - ii. While the Placing SAU searches for a successor placement, the student shall continue to attend the School, and the School and the Placing SAU shall work together in utilizing functional behavioral analysis, introduction or modification of behavior plans, use of applicable "special circumstances" removals by the SAU as set forth in IDEA/MUSER, or other interventions considered appropriate to ensure the student's, other students' and staff's safety.
 - iii. If the parent challenges the change of placement by exercising their due process rights, the School shall serve as the "stay put" placement unless they inform the Placing SAU that they are unable to do so without an

- imminent risk to the health and safety of the student, other students, and school staff;
- iv. If the School informs the Placing SAU they cannot continue to serve the student without the imminent risk described above, the District shall develop an alternative educational plan and seek judicial relief from any “stay put” order.
 - v. During the due process hearing, the Placing SAU shall ensure that the School has the opportunity to present testimony and documentary evidence and offer legal arguments regarding the placement of the student at the School.
 - vi. If a due process hearing officer or a federal court determines that the student’s placement at the School is appropriate, the Student shall remain at the School.
- c. If the School and one or more Placing SAUs agree on an alternative process to that described above in subparagraph b that ensures the same outcome: that a student placed at the School has the same rights as a student served at a public school as required by federal law, the School may submit it to the Department for approval to replace subparagraph b prior to implementation.

7. Relationship to the Placing SAUs (20-A M.R.S.A. §7252-A(2)). 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 SAUs’ designees to enter the private school to visit classrooms, meet with the School’s designee, and talk to the staff about the progress of individual students.

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. Submission of policies/documentation. The School shall submit the policies referenced in this Agreement on or before July 1, 2026. Documentation of alternative removal/discharge arrangements between the School and one or more Placing SAUs pursuant to Section 6(c) must be submitted to the Department prior to their adoption.
- c. Monitoring. The Department will establish a routine monitoring cycle for private schools that operate special education programs that is separate from the monitoring of the Placing SAUs.
- d. Enforcement. As a result of the monitoring process above, 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.

- e. 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.

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