

## PLACEMENT AGREEMENT

FOR

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This Agreement is by and between the ABC SCHOOL, a private special education school approved pursuant to Massachusetts General Laws Chapter 71B, whose address is \_\_\_\_\_ (“School”) and \_\_\_\_\_, the parent, guardian or other legally responsible party (hereinafter collectively referred to as (“Parent”).

The Parent voluntarily assumes the responsibility to provide and fund an education to \_\_\_\_\_ (the “Student”). The Parent desires the School to provide and the School has agreed to provide services to the Student on the terms described in this Agreement.

### 1. Services and Obligations

(a) The School shall undertake its best efforts to provide the services within its program. The Parent acknowledges that it has reviewed the School’s program and believes that this program is sufficient and adequate for the Student.

(b) Records of the Student shall be kept confidential by the School in accordance with the Massachusetts Student Record Law, M.G.L. c. 71, §34D, §34E, §34G and §34H and 603 CMR 23.00, provided that the School may use such records to establish or collect its charges or invoices, or to defend itself or its employees or agents against accusations of wrongful conduct. The School may provide others with such records or the information contained therein if the School is obligated to disclose the same by law or by order of a court, governmental body or administrative agency.

(c) Notwithstanding the fact that the School’s program and price is based on \_\_\_\_ day duration, it is understood and agreed that the School may be closed for legal holidays and vacation periods according to a School calendar to be provided annually to the Parent.

(d) The Parent represents and warrants that all information the Parent and/or the LEA may have and information reasonably available to the Parent and/or LEA which is material to an understanding of the Student, the Student’s behavior, educational capacity or history has been provided to the School in writing.

(e) The School shall provide quarterly progress reports to the Parent.

2. Transportation

The Parent shall be responsible for providing transportation for the Student from the Student's home to the School and from the School to the Student's home.

3. Parent Agreements with Other Parties

Any agreements entered into by the Parent with any other party pertaining to the Student, including with LEAs, state agencies or otherwise, which pertain to funding arrangements or any other matters shall be fully disclosed to the School in writing prior to the placement of the Student at the School or at such time any such agreement is made if during the time of placement, by delivery of a copy of any such agreements to the School. Failure to disclose agreements may result in termination of the Student from the School.

4. Change of Student's Status

Parent will notify the School of any change including, but not limited to, address or residence, divorce, guardianship and custody.

5. Parental Consent

Parent will provide consent for emergency medical care. Parent will provide access to a health plan for emergency medical care. Notwithstanding any prescriptions administered by the School's staff, the School is not responsible for the cost of medical and/or dental care including prescription drugs.

6. Term

The placement of the Student at the School under the terms of this Agreement shall take effect on \_\_\_\_\_ and shall terminate upon discharge of the Student or \_\_\_\_\_, whichever is earlier.

5. Discharge and Termination

(a) The School agrees to use its best efforts to maintain the Student's placement. The School may discharge the Student under any of the following conditions:

- (1) By mutual agreement of the School and Parent.
- (2) If: (i) the Student has reached 22 years of age; (ii) the School has not entered into an agreement satisfactory to the School with a financially responsible person or agency regarding funding for the Student at the School; and (iii) the School has given 30 days' notice to the Student's parents/guardians or person with legal responsibility for the Student at the School, the School will terminate the Student's placement if such an agreement regarding funding has

not been entered into.

- (3) Any invoice of the School for services provided to the Student remains unpaid for 30 days after the date of rendering of invoice provided that 10 days have elapsed after the School has sent notice to the Parent of non-payment.
- (4) The Student requires a level of staff, services or support services beyond that regularly provided in the School's program; the Student presents a clear and present threat to the health and safety of the Student or others; or some other situation exists which makes it inappropriate for the Student to remain in the program.
- (4) The Parent has failed to comply with any provisions of this Agreement.

(b) In the case of an emergency, the Student may be discharged immediately. In such event the School shall prepare a discharge summary which explains the circumstances of the discharge. In a planned termination, the School will give 30 day notice and prepare a discharge plan for the Student.

(c) The Student's absence from the School shall not constitute a termination of the Student's enrollment nor reduce any amount which the Parent is obligated to pay.

6. Fiscal Obligations of the Parent

(a) The Parent shall pay the School as provided herein; such payment obligation shall be absolute and not subject to the Parent's receipt of any subsidy or financial aid.

(b) Tuition payments for an academic year shall be due under the following terms:

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(c) The price to be charged by the School for the basic program shall be the price approved, from time to time, by the Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approve prices for the School. In the event that the School should obtain an adjustment in the price, the Parent shall pay the adjusted price when effective and, in the event that such adjustment is retroactive, the Parent shall pay the School within 30 days after such price is announced and billed, an amount representing the difference between sums previously paid for the prior period and the sum which would have been paid had the adjusted price been in effect during such period.

(d) The Parent shall pay invoices rendered by the School within 30 days after receipt of invoice. In the event that the Parent shall fail to make payment within 30 days after receipt of

invoice, the Parent shall pay interest on the amount outstanding from the date of invoice at the rate of 1% per month. Nothing contained herein shall be deemed to excuse or restrict the School's ability to terminate the Student's enrollment in the School should any amount remain unpaid as per the terms of Section 5(a)(3) above. Interest shall continue to accrue until payment is received. At 60 days past due, Parent will receive a formal late payment notice. At 90 days past due, if the Parent does not pay in full or reach alternative payment arrangements with School, the Student will not be allowed to remain at School. Nothing contained herein shall be deemed to excuse or restrict the School's ability to terminate the Student's enrollment in the School should any amount remain unpaid as per the terms of Section 5(a)(3) above. Notwithstanding that interest may be payable with respect thereto, the obligation to make payments hereunder is absolute with regard to the fiscal year the invoice is received by the Parent. School will take appropriate action to collect overdue amounts owed. The Parent shall be responsible for all costs of collection, including reasonable attorney's fees.

(e) Wherever the Parent has entered into any agreement with any other party to fund any portion of the price, the Parent shall nonetheless be responsible for funding the full cost of the price and shall promptly pay to the School, upon receipt of the School's bill, any amount related to the price which is unpaid by such other party or agency, and any cost or expenses incurred by the School in attempting to collect such amounts.

(f) The Parent shall be responsible for any costs or expenses incurred or to be incurred by the School in connection with the enforcement of this Agreement or the collection of amounts which are due to the School hereunder.

(g) The Student's absence from the School shall not constitute a termination of the Student's enrollment nor reduce any amount which the Parent is obligated to pay.

## 7. Remedies

(a) If damages are actually sustained by the School due to any act or omission for which the Parent is responsible, the Parent shall allow and make payment to the School of the amount of such damages sustained by the School.

(b) A party shall not be liable for failure to comply with the terms of this Agreement if such non-compliance is due to circumstances beyond its control. It is understood and agreed that the inability to secure sufficient funds shall not be deemed circumstances beyond the control of the Parent for purposes of this Agreement.

(c) Except as is provided in this Agreement, the right to damages hereunder shall not give the Parent the right to withhold or delay payment hereunder.

(d) No remedy by the terms of this Agreement conferred upon or reserved by any party hereto is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute on or after the date of the Agreement including, without limitation, the right to

such equitable relief by way of injunction, mandatory or prohibitory, to prevent the breach or threatened breach of any of the provisions of this Agreement or to enforce the performance hereof.

8. Miscellaneous

(a) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the parties irrevocably submit to the jurisdiction of any Massachusetts court or any federal court sitting in the Commonwealth of Massachusetts over any suit, action or proceeding arising out of or relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter may have to venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The parties agree that final judgment in any such suit, action or proceeding brought in such a court may be enforced in any court of proper jurisdiction by a suit upon such judgment provided that service of process in any such suit, action or proceeding shall have been effective upon the party or agent for service of process in one of the manners specified in Section 8(b) hereunder.

(b) All notices, requests, demands and other communications provided for hereunder shall be in writing and delivered or mailed by registered mail to the applicable party at the address indicated in the first paragraph of this Agreement or to such other address of which either party may, by registered mail, notify the other. All such notices, requests, demands and other communications shall, when mailed, be effective 3 days after deposit in the mail or, if delivered, upon receipt.

(c) This Agreement, including the exhibits referred to herein, is complete; all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in the exhibits.

(d) This Agreement shall not be changed, modified or amended nor shall a waiver of its terms for conditions be deemed effective except by a writing signed by the parties hereto.

(e) This Agreement shall not be assignable by either party but shall nonetheless be binding upon the respective successors and assigns of the parties hereto.

(f) In the event that a dispute arises relating to this Agreement, the Parent and the School agree that prior to initiating a court action they will access an alternative dispute resolution process. If a satisfactory resolution of the dispute is not forthcoming from the alternative dispute resolution process within 30 days, or if no such process is agreeable to the parties, the School or Parent may then immediately initiate legal action to protect their rights under this Agreement.

(g) The invalidity or enforceability of any provision hereof shall in no way effect the validity of enforceability of any other provision.

The individuals executing this Agreement in their respective capacity hereby acknowledge that they have the authority to bind the representative party to the Agreement,

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SCHOOL

By: \_\_\_\_\_

PARENT/GUARDIAN/  
LEGALLY RESPONSIBLE PARTY

By: \_\_\_\_\_