

# Silver SPRUCE Academy

*Program Agreement with Release  
and Waiver of Claims  
for Student with Disabilities*



This agreement with release and waiver of claims is between the parents and students of Silver SPRUCE Academy, under the direction of Natalie Howard and the Ignacio School District, 11JT.

The students on this release are eligible for special education services and those services are currently offered by the school districts. The school districts and the San Juan Board of Cooperative Services (BOCES), offer students a free, appropriate, public education (FAPE) through the district schools. The parents recognize that Silver SPRUCE Academy and the Child And Parent Enrichment (CAPE) Program **DOES NOT** provide those services.

This signed document declares that the parent/guardian has decided to have his/her student attend supplemental classes at Silver SPRUCE Academy in the CAPE Program as an alternative learning setting rather than attend the public school district.

In signing this document, the parent/guardian agrees:

- \* During the time the student is enrolled in Silver SPRUCE Academy, the parent/guardian is solely responsible for the student's education.
- \* Neither the Ignacio School District, the other local school districts, or San Juan BOCES shall be responsible for any part of the operation of the Silver SPRUCE Academy program including the Special Education Program CAPE.
- \* Parent/Guardian is responsible for all transportation.
- \* Parent/Guardian is required to attend all CAPE Program Classes, children may not be dropped off.
- \* If the parent/guardian chooses to return to the school district for services for the student, an IEP meeting will be required before the student will be admitted to attend a district school.
- \* The parent/guardian of the student attending Silver SPRUCE Academy and the CAPE Program acknowledge and affirm that the decision for placing the student in this program is their choice and it is agreed that the education of their child is solely their responsibility. Therefore, the parent/guardian expressly release, discharge, and indemnify the school district, it's school board members, agents, and employees, past, present, and future as well as the San Juan BOCES, it's board members, agents, and employees, past, present, and future from and against any claims or demands regardless when or whom by.

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Student Name

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Parent/Guardian Signature

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Date