

**VIRGINIA DEPARTMENT OF EDUCATION
PRIVATE DAY SCHOOLS FOR STUDENTS WITH DISABILITIES
P. O. BOX 2120
RICHMOND, VA 23218-2120**

**APPLICATION FOR RENEWAL OF A LICENSE TO OPERATE
8 VAC 20-670-330**

GENERAL INFORMATION

School Name _____ Phone No. _____

Address _____ City & Zip Code _____

Contact Person _____ Title _____

Ownership: _____ Sole Proprietorship _____ Partnership _____ Corporation
 _____ Other (Specify) _____

If the ownership is in the form of a sole proprietorship, give the name and home address of the proprietor(s):

If the ownership is in the form of a partnership or corporation, list the name and address of the entity and list all members and officers below:

Partnership / Corporate Name _____

Partnership / Corporate Address _____

City, State, and Zip Code _____

Member / Officer / Director Information

Name	Home Address	Home Phone	Position

Does the owner operate additional programs within the school/facility that do not fall under this application?
 Yes ___ No ___ *If yes, list each below:*

PROGRAM INFORMATION

Have there been new programs added or have the programs offered at the school been revised since the last renewal of your License to Operate? _____ Yes _____ No
 If yes, have the new programs or the revisions been approved by the Department? _____ Yes _____ No
If no, attach a complete description of the additions or revisions.

Have the categories of disabilities of students served at the school changed since the last renewal of your License to Operate? _____ Yes _____ No
 If yes, were the changes approved by the Department? _____ Yes _____ No
If no, complete and submit the application to serve additional categories of students

STAFF

Submit an up to date Private Day Schools for Students with Disabilities Personnel Qualifications form.

ENROLLMENT INFORMATION

Using primary disability of students, complete table as of December 1 of the current school year.

DISABILITY CATEGORY	# MALE	# FEMALE	TOTAL
# STUDENTS*WITHOUT DISABILITIES			

*Students without disabilities includes those students who may be disabled but have not undergone eligibility screening.

Maximum anticipated enrollment to be accommodated with the equipment available and the ratio of students to teachers and instructional aides: Anticipated enrollment _____ Staff/student ratio _____

The items listed below must be submitted with the application:

- A. A current fire inspection report.
- B. A current schedule of tuition and other fees.
- C. A copy of the financial statements of the school or owning entity to include, but not be limited to, the following,
 - A balance sheet, reflecting assets, liabilities, equity, and retained earnings for the school;
 - An income statement, reflecting revenues, expenses, and profits and losses for the school;
 - A statement of increase or decrease in cash, reflecting sources and uses of working capital;
 - Explanatory notes, which reflect disclosures required by generally accepted accounting principles. These statements must be as of the date of the school's most recently ended fiscal year.
 - An actual or proposed budget for the upcoming year.
 - The financial statement of its owning entity (partnership, corporation, etc.) may be submitted with the corporate financial statements and the school's budget. (Most recent certified audit)
 - Certification of financial commitment.
- D. Current Parent / Student Handbook describing the school's programs and policies with checklist.
- E. Copies of all advertisement and publications currently being used if changed since last renewal or visit. (8 VAC 20-670-280 C.)
- F. Evidence of compliance with guaranty instrument requirements. (8 VAC 20-670-320) Forms attached for exemption and for three types of instruments.)
- G. Completed and notarized CERTIFICATE OF COMPLIANCE (Attached). (8 VAC 20-670-90)

CERTIFICATE OF COMPLIANCE
Private Day Schools for Students with Disabilities

I, _____ The authorized official of _____
(Print or Type Name) (Name of School)

Certify that I have presented true statements throughout this application to the best of my knowledge and belief. I (We) the owner(s) of the school agree:

1. To conduct the school in an ethical manner and in accordance with the provisions of Title 22.1-319 through 22.1-335 of the Code and all applicable regulations which may from time to time be established by the Board;
2. To permit the Board or Department of inspect the school or classes being conducted herein at any time and to make available to the Board or Department, when requested to do so, all information pertaining to the activities of the school and its financial condition;
3. To advertise the school at all times in a form and manner that is free from misrepresentation, deception, or fraud and that conforms to the regulations of the Board governing advertising;
4. To see that all representations made by anyone authorized by the school to act as an agent or solicitor for prospective students shall be free from misrepresentation, deception, or fraud and shall conform to regulations of the Board governing such representations;
5. To display prominently the current License to Operate where it may be inspected by students, visitors, and the Board or Department;
6. To maintain all premises, equipment, and facilities of the school in an accessible, barrier-free, safe, and clean condition;
7. To submit to the Department, in the event a school should close with students enrolled a written plan detailing the process of closure including a description of the provisions made for the students to complete the academic year, copies of notice of intended closure, provisions for transfer of records and notification of financial obligation;
8. To maintain current, complete, and accurate student records which shall be accessible at all times to the Board or its authorized representatives. These records shall include all components required by applicable regulations of the Board;
9. To conduct the school in accordance with outlines submitted to and approved by the Department; and
10. To publish and adhere to policies which conform to all state and federal laws and regulations barring discrimination on the basis of race, religion, sex, national origin, or handicapping condition in all school operations.

Date

Signature of Authorized Official

Title

Sworn to and Subscribed before me this _____ Day of _____ 20 _____

My Commission expires _____

Notary Public

**DEPARTMENT OF EDUCATION
PRIVATE DAY SCHOOLS FOR STUDENTS WITH DISABILITIES
P. O. BOX 2120
RICHMOND, VA 23218-2120**

PARENT/STUDENT HANDBOOK CHECKLIST

School Name _____

City, State, Zip Code _____

INSTRUCTIONS: A prospective student's parents are entitled to sufficient data to make a rational choice of training opportunities and schools. A school is, therefore, obligated to provide sufficiently detailed data in advance of enrollment to assure that prospective student's parents clearly understand their opportunities, limitations, and obligations.

Before an applicant signs an enrollment agreement, a school should provide the applicant with a publication that is identifiable as a handbook. The handbook is designed, written, printed, and bound to convey an accurate and dignified impression of the school. It avoids false, misleading, or exaggerated statements. Illustrations and copy pertain directly to the school and sources of illustrations are clearly identifiable.

This document serves as a detailed index to aid reviewers in finding specified portions in the handbook.

A copy of this checklist is to accompany each handbook sent to the Department. The checklist is marked to show page numbers (or references to specific covers or supplements) on which each required item is included.

The handbook of a school must include the following items. If any item is not included, the catalog should refer to the supplement that contains the item.

Item No.	Required Items	Handbook Page Numbers
1.	Title of Publication	_____
2.	Name and address of the school	_____
3.	Date of publication (mo/yr)	_____
4.	A statement of institutional philosophy	_____
5.	A statement of history of the institution	_____
6.	The admission requirements	_____
7.	The admission procedures	_____
8.	The educational objective of each program, including the name, nature, and level for which training is provided	_____
9.	A description the school's general physical facilities and equipment	_____
10.	Number of students in a typical class (student to teacher ratio including aides)	_____
11.	Satisfactory progress policy	_____
12.	The school's grading system	_____
13.	Policy regarding development of Individualized Education Program (IEPs) for students placed by local school divisions and Individualized Program Plans for students unilaterally placed by their parents	_____

Item No.	Required Items	Handbook Page Numbers
14.	Policy regarding management of student records	_____
15.	Policy regarding contact with local school divisions for publicly placed students	_____
16.	Policy regarding administration of Statewide Assessment Testing	_____
17.	Policies related to the school's program for behavior management and modification including the use of restraints, timeout, or seclusion	_____
18.	Policy requiring that a report of physical examination by a physician and a current record of immunization is in each student's record	_____
19.	Policy related to lunch and snacks	_____
20.	Policy regarding medication management for students	_____
21.	Policy regarding transportation of students	_____
22.	Policy relating to tardiness	_____
23.	Policy relating to attendance	_____
24.	Policy relating to make-up work	_____
25.	Policy relating to conduct	_____
26.	Policy relating to termination	_____
27.	The required levels of performance for graduation	_____
28.	Type of document (certificate of completion, modified diploma, standard diploma, and/or advanced diploma) awarded upon graduation	_____
29.	Tuition and other student charges related to the enrollment, such as deposits, fees, books, supplies, equipment, and any other "extras" for which a student may be responsible	_____
30.	The Minimum Cancellation and Settlement Policy of the school	_____
31.	A calendar for the school year including beginning and ending dates of school and holidays, etc.	_____
32.	Statement of policy on non-discrimination	_____
33.	Complaint resolution procedures	_____

Schools should refer to the regulations governing advertising and publications to ensure that the handbook meets the requirements of those regulations prior to submitting it to the Department.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
PRIVATE DAY SCHOOLS FOR STUDENTS WITH DISABILITIES**

CERTIFICATION OF FINANCIAL COMMITMENT

I, _____ The authorized official of _____
(Official's Name) (Name of Institution)
_____ certify, under penalty of perjury, that to the best of my knowledge and belief, the information presented in the attached financial statements is true and correct.

I further certify that the owning entity will assure the completion of teaching of students enrolled in the event either the owning entity or the institution incurs financial difficulty or closes.

I understand that furnishing false, misleading, or incomplete information to the Board or Department of failure to furnish any information requested and failing to maintain financial resources adequate for the satisfactory conduct of courses of instruction offered could be grounds for the denial, revocation, or suspension of a Certificate to Operate which may be or has been issued to this institution.

Date

Signature of Authorized Official

Printed Name of Authorized Official

Title

STATEMENT OF NOTARY

I, _____ a Notary Public in and for the _____ of
(Print or type name) (County, City, State, etc.)

of _____ do certify that _____ personally
(Name of Jurisdiction) (Name of Official above)

appeared before me in the jurisdiction aforesaid and acknowledged the above requirements. I further certify that my commission expires _____

Date

Notary Public

PROVISIONS FOR GUARANTY INSTRUMENT REQUIREMENTS

This packet contains the forms required for certification to license a private day school for students with disabilities in Virginia under Title 22.1, Chapter 16, Section 22.1-319 through 22.1-335 of the Code of Virginia (1950, 1991), as amended, and the Regulations Governing the Operation of Private Day Schools for Students with Disabilities adopted by the Board of Education (2004).

Three types of guaranty instruments are recognized as meeting this requirement:

1. Surety bond;
2. Irrevocable letter of credit; or
3. Certificate of deposit.

The school is free to select which of the permitted methods it will utilize. Regardless of which is chosen, the use of either the actual forms contained in this packet or documents conforming exactly to their language is required for certification.

Virginia Department of Education
Office for Private Day School for Students with Disabilities
P.O Box 2120
Richmond, Virginia 23218-2120

Application for Exemption from Guaranty Requirements
8VAC 20 670 320 C

Name of School _____
Address _____
Contact Person _____
Phone _____ FAX _____

Has the school been in operation for three full years? Yes ___ No ___
(If no, you may not file for this exemption)

Date School was initially licensed to operate _____

Does the school collect advance tuition? Yes ___ No ___ N/A ___

If yes, is it equal monthly installments? Yes ___ No ___
(If no, you may not file for this exemption.)

Is the school paid after services are rendered? Yes ___ No ___ N/A ___

Certification

I certify that the forgoing statements and are complete and correct to the best of my ability and belief.

Print Name and Title of Authorized School Official _____

Signature of Authorized School Official _____

For Official Use Only	
Exemption from Guaranty Requirements Approval	Yes ___ No ___
If no, reason must be given. _____	
Signature and Title of Department of Education Person Determining Approval	
Signature _____	Title _____

COMMONWEALTH OF VIRGINIA
STATE BOARD OF EDUCATION
RICHMOND, VA 23218

PRIVATE DAY SCHOOL FOR STUDENTS WITH DISABILITIES SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ located at
(Name of Principal)

_____ as Principal, and _____ a corporation/partnership/sole
(Address of Principal)

proprietor in the State of _____ Lawfully doing business in the State of Virginia, as Surety, are
bound unto the State of Virginia for the benefit and protection of the students of said Principal, in the penal sum of
_____ Dollars (\$ _____) for which sum well and truly to be paid to the State of Virginia,
(Amount of Bond)

its certain attorneys or assign, said Principal and Surety bind themselves jointly and severally, our heirs,
executors, administrators, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Whereas, the above bounden Private Day School
for Students with Disabilities, as that term is used in Section 22.1-319 of the Code of Virginia (1950), as
amended, desires to operate its school at the place set forth above in the manner required by its express
contract with its students, known as the student enrollment agreement; and

WHEREAS, It is a condition of the grant of a certificate to operate to the Principal by The State Board of Education
that the form and contents of the student enrollment agreement and the method of collecting and refunding tuition
by the above bounden Principal be and is filed with The Board of Education as provided by the Acts of Assembly
1970, Chapter 16, Title 22.1-321, as amended.

NOW, THEREFORE, If upon and after the issuance of a certificate to operate expiring June 30, _____ for a
Private Day School for Students with Disabilities pursuant to the aforementioned application, the above bounden
Principal shall fully and faithfully observe the express provisions of all student enrollment agreements with its
students, and the provisions of all the laws of this State and the rules and regulations promulgated by the State
Board of Education, then this obligation shall be void; otherwise, to remain in full force and effect;

AND THE Obligors, jointly and severally, for themselves, their heirs, executors, administrators, successors and
assigns, do agree with the State of Virginia, for the benefit and protection of the students of said Principal, that upon
violation of any contract with any student which, *inter alia*, may arise as a result of the suspension, revocation, or
any other termination of the certificate to operate aforesaid under the provisions of the Acts of Assembly 1970, the
State of Virginia may maintain action against this bond for its own benefit or for the benefit of such students.

PROVIDED, HOWEVER, THE Surety shall not be liable in the aggregate for more than the penal sum of
the bond, nor shall the penal sum of the bond be considered cumulative from year to year, and

PROVIDED, FURTHER, THE Surety shall have the right to cancel this bond at any time by a written
notice, stating when the cancellation shall take effect, and served on or sent by registered mail to The
State Board of Education, at least ninety (90) days prior to the date that the cancellation becomes
effective, but said Surety so filing said notice shall not be discharged from any liability already accrued
under this bond or which shall accrue hereunder before the expiration of said ninety (90) day period.

Any person who sustains a material loss covered by this Bond shall have the right in his own name to commence and
maintain an action against the Principal and Surety on such Bond for the recovery of the amount of the material loss
resulting from such injuries, or any of them, together with court costs, including a reasonable attorney's fee fixed by
the court, but the aggregate liability of the Surety shall in no event exceed the penal sum of this Bond.

This obligation shall be effective concurrently with the "License to Operate," covering the fiscal year ending
June 30, _____

SIGNED, SEALED AND DATED This _____ day of _____

Witness: _____ (L.S.)

(Principal)

(Surety)

BOND# _____ (L.S.)

(Attorney-in-fact)

**SURETY BOND
ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF VIRGINIA

_____ of _____ to Wit:

I, _____ a Notary Public in and for the Private Day School aforesaid, in the State of Virginia, do certify that _____ whose name is signed to the above bond, bearing date on the _____ day of _____ personally appeared before me in my _____ aforesaid, and acknowledged the same.

I further certify that my term of office expires on the _____ Day of _____, 20_____

Given under my hand this _____ Day of _____, 20_____

AFFIDAVIT AND ACKNOWLEDGEMENT OF SURETY

STATE OF _____

_____ of _____ to Wit: I,

_____ a Notary Public in and for the _____

aforesaid, in the State aforesaid, do certify that _____ personally appeared before

me in my _____ aforesaid and made oath that he is _____

of the _____ that he is duly authorized to execute the foregoing bond

by virtue of a certain power of said company, dated _____, and recorded in the

Clerk's office of the _____ of _____ in Deed Book No. _____,

Page _____, that said power of attorney has not been revoked; that the said company has

complied with all requirements of law regulating the admission of such companies to transact business in

the State of Virginia that it has a paid-up cash capital of not less than \$250,000; that the paid-up capital,

plus the surplus and undivided profits of said company is _____, that the penalty

of the foregoing bond is not in excess of twenty per centum of said sum; that the said company is not by

said bond incurring in the aggregate, on behalf or on account of the principal names in said bond, a

liability for an amount larger than one-fifth of its paid-up capital, plus its surplus and undivided profits;

the said company is solvent and fully able to meet promptly all of its obligations, and the said

_____ thereupon, in the name and on behalf of the said company, acknowledged the

foregoing writing as its act and deed.

My term of office expires _____, 20_____

Given under my hand this _____ Day of _____, 20_____

(Notary Public)

IRREVOCABLE LETTER OF CREDIT

Number _____
Date of Issuance _____

Superintendent of Public Instruction
Virginia Department of Education
P. O. Box 2120
Richmond, VA 23218-2120

Dear Sir/Madam:

We, the _____
(Name and address of issuing institution)

Hereby establish, at the request of _____
(customer)

Our IRREVOCABLE LETTER OF CREDIT, number _____ in favor of the Commonwealth of Virginia, Department of Education, in the amount of _____ dollars (\$ _____)

This IRREVOCABLE LETTER OF CREDIT is issued as a condition of your granting the customer a *"License to Operate"* a private day school for students with disabilities, pursuant to Title 22.1, Chapter 16, Section 22.1-319 through 22.1-335 of the Code of Virginia (1950) as amended.

The IRREVOCABLE LETTER OF CREDIT is valid until midnight June 30, 20____, provided, however, that this *Letter of Credit* will be automatically extended without amendment for one (1) year from the present or any future expiration date thereof, unless ninety (90) days prior to any such expiration date we elect not to renew this *Letter of Credit* for such additional one (1) year period. An annual renewal notice will be submitted to you. The notice required hereunder will be deemed to have been given when received by you.

Funds under this *Letter of Credit* are available to you upon presentation to us of your written demand for payment, referring to the number of this *Letter of Credit* and accompanied by your statement that the Department of Education has declared that the security established by the customer as a condition to being granted a *"License to Operate"* has been forfeited.

We hereby agree to honor any and all demands for payment made in compliance with the terms of this *Letter of Credit*, up to the sum stated above. Payment hereunder shall be by our check, payable in U.S. Currency, to the order of the Commonwealth of Virginia, Department of Education, at your address stated above.

We warrant that the issuance of this *Letter of Credit* will not constitute a violation of any statute or regulation which limits the aggregate amount of liabilities which we may incur at any one time from the issuance of letters of credit and acceptances. We agree that by making demand for payment hereunder, neither you, nor the Department of Education, nor the Commonwealth of Virginia makes any warranties to us, either expressed or implied.

This *Irrevocable Letter of Credit* shall be governed by Virginia law.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
P. O. BOX 2120
RICHMOND, VA 23218-2120

CERTIFICATE OF DEPOSIT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____
of _____ as Obligor (private day school for students with disabilities),
Is held and firmly bound unto the Commonwealth of Virginia in the penal sum of _____
Dollars (\$_____). This obligation is secured by and is to be satisfied out of one or more *Certificates of Deposit*
as described herein below:

Certificate Number _____
Issuing Bank _____
Address _____

Certificate Number _____
Issuing Bank _____
Address _____

Certificate Number _____
Issuing Bank _____
Address _____

Each *Certificate of Deposit* described above is payable to the "Commonwealth of Virginia", with the interest payable to the obligor. They are automatically renewable at the end of their respective terms. The issuing financial institutions are protected by the Federal Deposit Insurance Corporation (FDIC). The *Certificates of Deposit* will be kept in the custody of the Department of Education until their release by the Department of Education. They shall be forfeitable if the conditions of this obligation are not met.

THE CONDITIONS OF THE OBLIGATION ARE SUCH, that whereas the above named obligor did on the _____ day of _____, 20____, file with the Virginia Department of Education an application to secure a "*Certificate to Operate*" a private day school for students with disabilities under Title 22.1, Chapter 16, Sections 22.1-319 through 22.1-335 of the Code of Virginia (1950), as amended. The obligor will undertake operations in accordance with the code of this Commonwealth and the regulations of the Board of Education. The *Certificate of Deposit* is subject to forfeiture pursuant to conditions stated in the code and regulations. The *Certificate of Deposit* will be returned to the obligor, should said application be rejected.

Now if the conditions in the code and regulations which allow for forfeiture of the *Certificate of Deposit* do not occur and if the obligor shall faithfully perform all the requirements of Title 22.1, Chapter 16, Sections 22.1-319 through 22.1-335 of the Code of Virginia (1950, 1993), as amended, and shall comply with the Regulations Governing the Operation of Private Day Schools for Students with Disabilities adopted by the Board of Education (2004) and all amendments thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect. This obligation shall continue until midnight, June 30, 20____, unless it is renewed between the obligor and the Department of Education or until it is released by the Department of Education. Application for renewal or release of the obligations of this *Certificate of Deposit* must be made to the Department of Education.