



ARIZONA DEPARTMENT OF EDUCATION

RTC Agreements

Last Updated 7/30/24

The applicant assures that special education programs and services approved by the Arizona Department of Education (ADE), Exceptional Student Services (ESS) unit shall be operated in accordance with all applicable state and federal statutes, regulations, and policies; the applicant agrees to comply with all provisions of such requirements, regulations, and policies. **All requirements of the state and the Individuals with Disabilities Education Act (IDEA) must be followed in providing a free appropriate public education (FAPE) for the students placed at the residential treatment center (RTC).**

The applicant agrees to:

1. Accept students from public education agencies (PEAs) into a facility that has been approved as meeting the standards for an educational voucher.
2. Provide notification to contracting PEAs and ADE of any changes in staff or deletion of programs within ten school days of the change or deletion.
3. Provide special education instructional programs for students with disabilities that exceed those provided by the school districts of Arizona and that meet the requirements of the IDEA.
 - Offer instructional minutes that meet that of full-time students outlined under A.R.S. § 15-901.
4. Provide special education services and related services to meet the needs of the students as indicated on their IEPs. Maintain instructional services consistent with the curriculum that is aligned with Arizona's Academic Standards and to provide for review, upon request, this curriculum to the home school district to ensure that students will be eligible for promotion or graduation upon completion of the residential treatment center program.
5. Administer all required statewide assessments to those students placed in the residential treatment facility by a PEA or through the educational voucher system and to submit assessment materials to home school districts on time.
6. To accept all responsibilities concerning instructional programs to students with disabilities and parents or guardians that are required of the public schools of Arizona.
 - **Ultimate responsibility for any student placed on an educational voucher rest with the home school district.**
7. Provide student documents including, but not limited to, voucher paperwork, attendance records, discipline data, progress data and reports, grades, transcripts as required by ADE and the home school district, and data submissions required by Exceptional Student Services for the upcoming year.
 - Maintain student records in accordance with statutory requirements.
8. Maintain an accounting system and budget that includes the costs of operation, maintenance, transportation, and capital outlay and that is open to review upon request.
 - Facilities will show that received voucher funds were spent appropriately on those specific students vouchered.
 - Accounting system should align to coding standards that can crosswalk or align with that of the Uniform System of Financial Records that public education agencies use.
9. Provide documentation of special education policies and procedures based on IDEA and state statutes as it pertains to providing education between public schools and residential treatment centers.

10. Provide administrative personnel such as a head teacher, principal, or other administrator certificated in an administrative area or experienced and certificated in the appropriate area of special education.
 - Copies of all teacher and related service personnel certifications and licenses
 - If the RTC is out of compliance with maintaining a certified SPED teacher and/or administrator beyond 30 calendar days, then ADE approval will be removed.
11. Maintain adequate liability insurance.
12. Maintain current fire inspection, which must be classified as an educational or medical facility.
13. Permit on-site evaluation and audit of the program by the Arizona Department of Education or its designees and by the representatives of PEAs.
14. Ensure that all employees have undergone a background check and have a current fingerprint clearance card as per A.R.S. § 15-512.
15. To exit students from the voucher system within **ten calendar days**.

The applicant recognizes and agrees that approval status and financial assistance from public funds will be based on the representations and agreements made in these assurances and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of these assurances. These assurances are binding on the applicant, and the person whose signature appears below must be authorized to sign these assurances on behalf of the applicant. **Failure to comply with the Statement of Assurances will result in the revocation of approval for voucher funding from the Arizona Department of Education.**