

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NADABURG UNIFIED SCHOOL DISTRICT NO. 81  
AND  
MORRISTOWN UNIFIED SCHOOL DISTRICT NO. 75**

This Intergovernmental Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Nadaburg Unified School District No. 81, an Arizona school district ("Nadaburg") and Morrystown Elementary School District No. 75 an Arizona school district ("Morrystown" or the "District").

RECITALS

WHEREAS, Nadaburg and Morrystown are authorized and required to provide special education and related services pursuant to A.R.S. § 15-341(A)(26) and the Individuals with Disabilities Education Act 2004 (IDEA); and

WHEREAS, Nadaburg has capacity to provide services including speech therapy, occupational therapy and counseling and Morrystown desires to have Nadaburg provide those services to its eligible students; and

WHEREAS, Nadaburg and Morrystown are authorized to enter into this Agreement pursuant to Ariz. Rev. Stat. §§11-952, 15- 342(12) and -765(D) and desire to enter into this Agreement to set forth each of the party's responsibilities with respect to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement shall commence on July 1, 2020 and continue for a period of one year, through June 30, 2021, unless earlier terminated as provided in this Agreement.

2. Obligations of the Parties.

2.1 Nadaburg Obligations.

A. Nadaburg will provide the limited services, including speech therapy, occupational therapy, and counseling, to the extent appropriate according to each student's individualized-education-program (IEP) for the basic rate of per student per year as indicated in Exhibit 1, attached hereto and incorporated herein by reference. Unless otherwise agreed in writing, any other related services required by a student's IEP, including but not limited to services of a one-on-one aide, will be provided by Nadaburg and billed to Morrystown at actual cost.

B. Nadaburg shall provide Morristown with quarterly financial reports on tuition and payments for each student.

2.2 Morristown Obligations.

A. District shall develop an IEP for each student receiving Services from Nadaburg.

B. District shall timely inform Nadaburg of matters concerning (1) student IEP meetings, triennial-review meetings and other required meetings, (2) coordination of each student's transportation needs, (3) the District's financial responsibility for the Services provided to the student and (4) the student's performance and progress, to be addressed in quarterly updates.

C. On a quarterly basis, District shall meet (either in person or by telephone) with Nadaburg to discuss each student's performance and progress.

D. District shall monitor each student's IEP, triennial-reports, and other appropriate records.

E. District shall arrange IEP, FBA/BIP, and triennial-review progress meetings.

F. District shall communicate and meet with parents and/or outside agencies, as appropriate or required.

G. The District shall remain the case manager for each District student and the District shall designate a responsible, authorized person to (1) serve as a point of contact for communicating with Nadaburg, attending meetings and making decisions, (2) review and approve all IEP's, triennial-review reports, as requested and applicable, (3) arrange individualized transportation needs if required by a student's IEP, (4) attend in person (or designate at least one knowledgeable representative) or participate by telephone in all IEP, triennial-review and other meetings scheduled by Nadaburg, (5) inform Nadaburg promptly of changes in each student's demographical information, health, and family circumstances, (6) regularly and timely communicate with Nadaburg regarding student transportation, meetings, and financial responsibility for the services provided and (7) communicate with Nadaburg on all matters relating to this Agreement.

3. Program Criteria and Eligibility. The parties acknowledge and agree that the Services provided by Nadaburg will be pursuant to an application and assurances made by Nadaburg to the Arizona Department of Education regarding the eligibility criteria for students, the use of funds received, and the nature of the Services offered. District agrees that students recommended to receive the Services from Nadaburg have been determined to meet the criteria as required by Ariz. Rev. Stat. § 15-765(D) and the Arizona Department of Education. The

District agrees to share supporting records as necessary and appropriate. Nadaburg may review and confirm eligibility of students prior to providing the Services to any District student. The District shall also provide Nadaburg with the Verification set forth in Exhibit 2, attached hereto and incorporated herein by reference.

4. Change in Placement. The parties acknowledge that Arizona special education laws requires and allows a change in placement to the least restrictive environment that will provide FAPE and also that a student's placement must consider health, welfare, and safety of the student and others in the classroom. A temporary or extended change in placement outside of Nadaburg may be required as appropriate, which may result in a student's withdrawal from the Nadaburg.

5. Payments. District shall pay Nadaburg for the Services at the rates as set forth in the fee schedule adopted by the Nadaburg Governing Board. Payments are calculated on an annual basis but will be structured to be paid over a 10 month period on a quarterly basis. Rates for students entering the program mid-year will be pro-rated. No credit will be given for days students do not attend the program. Extended school year will be an additional cost. Nadaburg shall invoice the District quarterly for amounts due as set forth in Exhibit 1. Within 30 days after Nadaburg invoices the District, the District shall pay Nadaburg the invoiced amount.

6. Capacity. The parties acknowledge and agree that state requirements may limit the number of students per classroom providing the Services. Nadaburg reserves the option of capping the classroom to allow for later enrollment or identification of Nadaburg students. This Agreement provides for acceptance of only (1) students from District, as also indicated in Exhibit 3. Additional students from District may be accepted by Nadaburg subject to available capacity in the classroom as determined by Nadaburg. If enrollment is proposed more than halfway through any quarter/school year, Nadaburg may admit the student commencing the next quarter, or earlier based on a prorated fee.

7. Transportation. If transportation is a related service required by a student's IEP the District shall be responsible for providing transportation for students to and from Nadaburg on an individualized student basis.

8. Indemnification. To the fullest extent permitted by law, Nadaburg and the District shall indemnify and hold harmless each other and their respective officers, directors, members, consultants, agents, and employees from and against all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses that may arise from each party's performance of or failure to perform this Agreement, but only to the extent caused by the negligent acts or omissions of the party, its agents, or employees.

9. Insurance. The parties agree to maintain throughout this Agreement policies of liability and other insurance as necessary and appropriate to protect the parties, their employees, agents, and contractors against any injury or damage resulting from actions pursuant to this Agreement. Each party shall be responsible for its own negligence.

10. Retention and Inspection of Records. The parties shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of this Agreement for a period of five (5) years after the completion of this Agreement and to make such documents open to inspection and audit at reasonable times.

11. Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of Ariz. Rev. Stat. § 23-1022 and the Arizona Worker's Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of Ariz. Rev. Stat. § 23-906 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement of Contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

12. Conflict of Interest. This Agreement is subject to cancellation, by either party, pursuant to Ariz. Rev. Stat. § 38-511.

13. Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the address indicated below. At the time of termination of the Agreement, each party shall invoice and pay the other for all Services and other costs agreed to be paid on a pro-rated basis, if not already paid. Upon termination, all invoices shall be paid within thirty (30) days after receipt.

14. Disposition of Property. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

15. Compliance with Laws. Both parties agree to comply with all applicable federal, state and local laws governing their obligations under this Agreement. The parties specifically acknowledge and agree to fingerprinting and E-verify requirements set forth in Ariz. Rev. Stat. § 41-4401, Ariz. Rev. Stat. § 23-214, Ariz. Rev. Stat. § 15-512(H) and Ariz. Rev. Stat. § 15-534 and the federal Immigration and Nationality Act, all of which are incorporated by reference in this Agreement. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

16. Nondiscrimination. The parties shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, age, veteran's status, or political affiliation. The parties shall comply with all applicable federal and state laws, rules, regulations, and executive orders.

17. E-Verify. Each party warrants to the other that it is in compliance with all Arizona and Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under Ariz. Rev. Stat. § 23-214(A). Each party acknowledges that its breach of this assurance is a material breach of this Agreement. Each party retains the legal right to inspect the papers of any employee of the other or any independent contractor who works on this Agreement to ensure compliance with this section.

18. Amendments. This Agreement represents the entire, integrated agreement between Nadaburg and the District. The Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by parties duly authorized to enter into contracts on behalf of Nadaburg and the District.

19. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

20. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Nadaburg: Nadaburg Unified School District No. 81  
32919 Center Street  
Wittmann, AZ 85361  
Attn: Kerre Laabs, Director, Business Services

With copy to: GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Robert D. Haws

If to District: Morristown Elementary School District No. 75  
P.O. Box 98  
Morristown, AZ 85342  
Attn: Dr. Gregory Sackos

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If

a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

21. Services Continuation Subject to Appropriation. This Agreement is subject to the provisions of Ariz. Const. Art. IX, § 5 and Ariz. Rev. Stat. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for the Services shall be effective when funds are appropriated by each party for purposes of this Agreement. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the governing board of either party fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement, during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and Nadaburg and the District shall be relieved of any subsequent obligation under this Agreement.

22. Counsel's Review and Approval. Nadaburg and the District will consult their attorneys for the purposes of reviewing and approving this Agreement. Both parties waive any and all conflicts of interest arising out of possible joint representation of Nadaburg and the District in reviewing and approving this Agreement. If a future dispute relating to this Agreement arises between the parties, the shared attorney may not represent either party, and both parties shall retain separate counsel. The parties acknowledge that if they are required to engage separate counsel, the expense and inconvenience of the engagement may exceed that of having engaged their own separate counsel from the beginning.

23. Fingerprinting. The parties shall comply with the fingerprinting requirements of A.R.S. § 15- 512 unless otherwise exempted.

24. No Boycott of Israel. The parties hereby warrant and represent to each other that they are not currently engaged in, nor will they during the duration of this Agreement, engage in a boycott of Israel as proscribed by A.R.S. § 35-393.01 et seq.

This Agreement shall not become effective until appropriate action has been taken by each district's Governing Board during a properly noticed Governing Board meeting and the parties have signed the Agreement as provided below.

NADABURG UNIFIED SCHOOL  
DISTRICT NO. 81

MORRISTOWN ELEMENTARY SCHOOL  
DISTRICT NO. 75

By: \_\_\_\_\_  
Dr. Aspasia Angelou, Superintendent

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

GUST ROSENFELD

*Carrie O'Brien*

\_\_\_\_\_  
Attorney for Nadaburg  
Date: April 13, 2020

\_\_\_\_\_  
Attorney for District  
Date: \_\_\_\_\_

**Exhibit 1**  
**Nadaburg Unified School District No. 81**  
**202019-21 Tuition Based Instructional Program**

**Class “C” Special Education**

Developmental Preschool (12 hours a week)	\$8,500 per a year
Cognitive Program K-8	\$19,500 per a year
Behavioral K-8	\$23,000 per a year
Extended School Year	\$3,500

**Add-On Services**

School Psychologist Evaluation	\$600
Student Support- Assistant (all day)	\$22,205
Functional Behavior Assessment	\$125
Behavior Improvement Plan (Monitoring included in Tuition)	\$150

**Other Services**

Travel to home district for IEP or other meeting -Includes travel time. Rate includes mileage and expense	\$45 p/h
On-Site Professional Development Quarter/Half/and Full Day	\$300/\$600/\$900

Tuition-based student price includes standard speech, occupational and/or physical therapies. Also includes standard nursing/health aide services, behavior coach, and/or school counselor services. If a student has excessive needs in any given areas the home district will be assessed the following fees:

Category	Minutes Included	Excess Minutes	Excess Charge
Speech Language Pathologist	240 minutes month	241+ minutes	\$70 per 30 minute, minimum of 30 minutes per visit
Speech Pathology Assistant	240 minutes month (included with Speech Language Pathologist)	241+ minutes with Speech Language Pathologist	\$50 per 30 minute, minimum of 30 minutes per visit
Occupational or Physical Therapy	150 minutes a month	151+ minutes	\$50 per 30 min, minimum of 30 minutes per visit
Behavior Coach and/or Counselor	480 minutes a month	481+ minutes	\$60 per 30 minute, minimum 30 min charge per a visit



### Related Service Fees

Speech/language Therapy, Occupational Therapy, Behavior Support and/or Counseling Services will be billed at the following rate. Each visit will be billed for a minimum of 30 minutes. The fees include the services listed in the students' IEP along with administration, processing, assessment/evaluation and mileage fees incurred by the provider. A fee for evaluations will also be assessed as noted.

Speech Language Pathologist (SLP)	\$70/hour, minimum of 30 minutes per visit
Speech Language Pathology Assistant (SLPA)	\$50/hour, minimum of 30 minutes per visit
Occupational Therapy (OT/COTA)	\$100/hour, minimum of 30 minutes per visit
Behavior Support and/or Counseling Services	\$60/hour, minimum of 30 minutes per visit
Evaluations	\$1.50/subtest administered

**Exhibit 2**

**Verification of Eligibility**

(to be signed by the Superintendent or Special Education Director of the District)

1. I, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_ District, hereby state that I have reviewed the facts and records related to the students listed on Exhibit 3, and hereby verify that each student is diagnosed with a disability as defined in Ariz. Rev. Stat. §15-761.
  
2. No appropriate program exists within the school district and appropriate services for these students cannot be provided in traditional resource or self-contained special education classes located at the District.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 3**

Nadaburg agrees to enroll \_\_\_ (#) students for the Services. Additional students may be accepted only by signed written Addendum and an additional verification regarding the added student.

The fee for enrollment shall be \$ \_\_\_\_\_ per student\* per year, invoiced quarterly, to include special education and related services of occupational therapy, physical therapy, counseling, speech therapy and psychologist services to the extent appropriate according to each student's IEP.

\*Any additional related services, including but not limited to services of a one-on-one aide, will be arranged by Nadaburg and billed as an additional fee to District, at actual cost.

Students who will attend:

_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2020
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2020
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2020
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2020
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2020
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2020
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2020