

Intergovernmental Agreement

Date: July 1, 2025

Parties: Prescott Unified School District No. 1 (PUSD)

and

Chino Valley Unified School District No. 51, an Arizona unified school district
("CVUSD")

RECITALS:

1. PUSD operates an Emotional Disability-Private placement ("ED-P") program. Through its ED-P program, PUSD provides the education and special education services described in this Intergovernmental Agreement.

2. CVUSD and PUSD may enter into an intergovernmental agreement to (a) procure goods or services, (b) jointly exercise powers common to the CVUSD and PUSD, and (c) take joint or cooperative action. *See* Ariz. Rev. Stat. § 11-952. The governing boards of the Parties are authorized to enter into this intergovernmental agreement pursuant to A.R.S. § 15-342(13).

3. CVUSD and PUSD wish to make this Intergovernmental Agreement to allow PUSD to provide services to eligible CVUSD students in PUSD's ED-P program, and to provide transportation to and from PUSD for CVUSD ED-P students.

AGREEMENT:

CVUSD and PUSD agree as follows:

1. PUSD Responsibilities: At the rates and under the terms as described in **Exhibit 2**, PUSD will provide educational services including ED-P private-placement programming to eligible CVUSD students. PUSD shall provide these services by qualified personnel in accordance with all Arizona state guidelines and standards for ED-P programming. PUSD shall be responsible for discipline as necessary. The services are further described below.

1.1 For each student, PUSD shall provide research-based behavioral and academic guidance in a therapeutic setting.

1.2 PUSD shall develop individualized programming for each student.

1.3 PUSD shall inform CVUSD in a timely manner concerning: (1) student individualized-education-program (IEP) meetings, triennial-review meetings, and other required or appropriate meetings; (2) coordination of each student's transportation needs; (3) CVUSD's financial responsibility for ED-P services provided to the student; and (4) the student's performance and progress, to be addressed in quarterly updates.

1.4 PUSD shall meet or confer on at least a quarterly basis in person or by telephone with designated CVUSD representatives about each student's performance and progress.

1.5 PUSD shall develop and monitor student IEP's, triennial-reports, and other appropriate records, for all students attending the PUSD program.

1.6 PUSD shall arrange, IEP, FBA/BIP, and triennial-review progress meetings.

1.7 PUSD shall communicate and meet with parents and/or outside agencies, as appropriate or required.

1.8 PUSD shall provide related services of physical therapy, occupational therapy, counseling, psychologist, and speech therapy to the extent appropriate according to each student's IEP for the basic rate of \$25,000.00/student/year as indicated in Exhibit 2. Additional cost: 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 PUSD, at PUSD or another arranged location, and billed to CVUSD at actual cost.

1.9 PUSD shall provide CVUSD quarterly financial reports on tuition and payments for each student.

1.10 PUSD shall fully comply with all applicable federal and state laws, regulations, and related PUSD policies, including but not limited to policies and procedures on handling and dispensing medication.

2. CVUSD Responsibilities. To accomplish this Intergovernmental Agreement's purposes, CVUSD shall provide all information reasonably requested by PUSD in a timely manner. CVUSD shall also perform the following obligations:

2.1 CVUSD shall designate a responsible, authorized person to: (1) serve as a point of contact for communicating with PUSD, attending meetings, and making decisions; (2) review and approve all IEP's, triennial-review reports, and FBA/BIP's as requested and applicable; (3) arrange individualized transportation needs; (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 PUSD; (5) inform PUSD promptly of changes in each student's demographical information, health, and family circumstances; (6) regularly and timely communicate with PUSD regarding student transportation, meetings, and financial responsibility for the services provided; (7) deal with PUSD on all matters relating to this Intergovernmental Agreement.

2.2 CVUSD shall ensure that (1) the parents or guardian of each student receive and are requested to sign the Parental Acknowledgment (**Exhibit 3**), and that CVUSD keeps each student's parents or guardian fully informed of CVUSD's services provided to the student under this Intergovernmental Agreement.

2.3 CVUSD shall fully comply with all applicable federal and state laws, regulations, and related PUSD policies, including but not limited to policies and procedures on handling and dispensing medication.

3. Program Criteria/Eligibility. Both Parties acknowledge and agree that the ED-P program at PUSD will be operated pursuant to an application and assurances made by PUSD to the Arizona Department of Education regarding the eligibility criteria for students, the use of funds received, and the nature of the program to be offered. CVUSD warrants that students recommended for participation in the ED-P program have been determined to meet ED-P criteria as required by A.R.S. §15-765(D) and the Arizona Department of Education, and will share supporting records as necessary and appropriate. PUSD may review and confirm eligibility of students prior to accepting any candidate as a student in the program. PUSD will also provide the verification in Exhibit 1.

4. Change in Placement. Parties acknowledge that special education law requires and allows a change in placement to the least restrictive environment that will provide Free Appropriate Public Education 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 PUSD's ED-P program may be required as appropriate, which may result in a student's withdrawal from the ED-P program at PUSD.

5. Duration. This Intergovernmental Agreement's shall be from the day approved by CVUSD's Governing Board through June 30, 2026 (the "Term"), unless terminated earlier as provided in Item 9. This Agreement shall not be automatically renewed.

6. Payments. PUSD shall invoice CVUSD quarterly for amounts due as set forth in Exhibit 2. Within 30 days after PUSD invoices CVUSD, CVUSD shall pay PUSD the invoiced amount. For each quarter that a student attends PUSD's program for eight school days or more, CVUSD shall pay CVUSD a full quarterly payment. If a student attends PUSD's program for seven days or less in any quarter, CVUSD shall pay PUSD the prorated program cost for each day of actual attendance.

7. Transportation. PUSD and CVUSD will work together to the extent feasible to provide transportation for students to and from CVUSD on an individualized student basis. In the event of an incident or accident while a student is being transported, the entity providing the transportation and supervision at the time of an incident shall be the party responsible for risk and expense. CVUSD assumes all transportation costs and responsibility for transportation of students unless transportation is specifically assumed for specific students by PUSD. For example, PUSD may agree to transport a specific student from Point A to PUSD on a PUSD bus. If the student will be late for or absent from the program, the CVUSD representative shall promptly notify the designated PUSD personnel. CVUSD shall notify PUSD of any student infractions on the ride to or from PUSD's program on the day of the infraction.

8. Capacity. The Parties acknowledge and agree that state requirements limit ED-P classrooms to a maximum of twelve (12) students with a teacher, paraprofessional, and third staff

member available for crisis/behavior management, with a maximum four (4) year age range unless granted exception. PUSD reserves the option of capping the classrooms per grade range as follows:

9th-12th - up to 3 eligible CVUSD students (unless the classroom has reached 10 students)

This Agreement provides for acceptance of only three (3) students from CVUSD, as also indicated in Exhibit 2. Additional ED-P students from CVUSD may be accepted by PUSD subject to available capacity in an ED-P classroom as determined by PUSD in its sole discretion. If enrollment is proposed more than half way through any quarter, PUSD may admit the student commencing the next quarter.

9. Termination. CVUSD may terminate this Intergovernmental Agreement on 30-days' written notice. PUSD may suspend or terminate this agreement if deemed necessary upon loss of approval status or upon CVUSD's failure to make payment of amounts owed within thirty (30) days after written notice of overdue amounts. No part of the consideration already paid is refundable if PUSD has already provided ED-P services for CVUSD student(s) during the fiscal year in which CVUSD withdraws. On termination, each party shall retain any property purchased by that party for purposes of this agreement.

10. Alternative Dispute Resolution. Prior to filing a claim in any court, PUSD and CVUSD agree to submit any dispute between them arising out of or relating to this Intergovernmental Agreement to mediation with a trained mediator.

11. Indemnification. To the fullest extent permitted by law, PUSD and CVUSD 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 Intergovernmental Agreement, but only to the extent caused by the negligent acts or omissions of the party, its agents, or employees.

12. Insurance. Throughout this Intergovernmental Agreement's term, the parties shall maintain property and liability insurance applicable to all activities pursuant to this Agreement available to them through the Arizona School Risk Retention Trust or other insurer.

13. Waivers of Subrogation. PUSD and CVUSD waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Intergovernmental Agreement or other applicable property insurance, except the rights they have to proceeds of the insurance. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

14. Miscellaneous Provisions.

14.1 Governing Law. This Intergovernmental Agreement's interpretation and performance are governed by Arizona law.

14.2 No Waiver. No action or failure to act by PUSD or CVUSD constitutes a waiver of any right or duty under this Intergovernmental Agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Agreement, unless CVUSD and PUSD memorialize the waiver or approval in writing and sign it.

14.3 Entire Agreement. This Intergovernmental Agreement represents the entire, integrated agreement between PUSD and CVUSD. The Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by PUSD and CVUSD.

14.4 Third Parties. Nothing contained in this Intergovernmental Agreement creates a contractual relationship with or a cause of action in favor of a third party against PUSD or CVUSD. This Agreement is not intended to benefit any third party.

14.5 Binding Effect. PUSD and CVUSD each bind themselves and their respective successors, assigns, and legal representatives each to the other and to the other's successors, assigns, and legal representatives with respect to this Intergovernmental Agreement's covenants, terms, and conditions.

14.6 Notices. All notices under this Intergovernmental Agreement must be in writing and sent to the Superintendent. Notices will be deemed properly given if sent by (1) personal delivery, (2) facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested.

14.7 Severability. If any provision(s) of this Intergovernmental Agreement is/are invalid, illegal, or unenforceable for any reason, all other Agreement provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.

14.8 Fingerprint and E-verify. If required, and only to the extent required, the parties shall comply with the fingerprinting provisions in Ariz. Rev. Stat. § 15-512(H), the e-verify provisions in Ariz. Rev. Stat. § 41-4401, and the Federal Immigration and Nationality Act.

14.9 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. They shall comply with all applicable federal and state laws, rules, regulations, and executive orders.

14.10 Conflict of Interest. In accordance with Ariz. Rev. Stat. § 38-511, either party may cancel this Agreement for a prohibited conflict of interest.

14.11 Counsel's Review and Approval. PUSD and CVUSD will consult their attorneys for the purposes of reviewing and approving this Intergovernmental Agreement. Both parties waive any and all conflicts of interest arising out of possible joint representation of PUSD and CVUSD 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.

This Intergovernmental Agreement is effective on the date approved by CVUSD's governing board.

CVUSD:

Dated _____, 2025

Chino Valley Unified School
District No. 51

Approved as to form:

By _____
Name: _____
Title: _____

Counsel for CVUSD

PUSD:

Prescott Unified School District No. 1

Dated _____, 2025

Approved as to form:

Law Firm

By: _____

By: _____
Counsel for PUSD

Name: _____
President, Governing Board

Exhibit 1

Verification of Eligibility

(To be signed by the Superintendent or Special Education Director of CVUSD)

1. I, _____ (title) of the Chino Valley Unified School District, hereby state that I have reviewed the facts and records related to the students listed on Exhibit 2, and hereby verify that each student is diagnosed with a disability as defined in A.R.S. §15-761.
2. I further verify that no appropriate program exists within the Chino Valley Unified School District and appropriate services for these students cannot be provided in traditional resource or self-contained special education classes.

Signature

Title

Date

Exhibit 2

PUSD agrees to accept up to 3 (#) eligible CVUSD students in PUSD's ED-P Program. Additional students may be accepted only by signed written Addendum and an additional verification regarding the added student.

The fee for enrollment shall be \$25,000.00 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, as described in Item 1.8.

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

Students who will attend:

_____	_____	_____
Name or Initials	Birthdate	Age as of August 1, 2025
_____	_____	_____
Name or Initials	Birthdate	Age as of August 1, 2025
_____	_____	_____
Name or Initials	Birthdate	Age as of August 1, 2025

Exhibit 3

PUSD ED-P Program Parental Acknowledgment

I, _____, the parent and/or legal guardian of _____, affirm that I am legally authorized to make educational and legal decisions regarding my child attending in the PUSD ED-P program. I acknowledge the following is necessary for my child's benefit:

1. I need to complete the full enrollment packet provided to me by the PUSD and return it within 5 days.
2. I will notify PUSD if my child has been medically diagnosed with a psychiatric disorder and is currently taking medications.
3. I understand that if my child has been prescribed medications to treat his/her psychiatric disorder by a physician, PUSD will provide those medications as prescribed and has no authority to do otherwise PUSD does not provide or withhold the medication contrary to the specific instructions of the physician.
4. I understand that if my child has been diagnosed with a psychiatric disorder and is refusing to take his/her prescribed medications, or if I refuse to give my child their prescribed medications, this could possibly lead to the child displaying behaviors that could lead to a change of placement to a setting other than PUSD ED-P program.
5. I will notify PUSD of any medication changes, health changes, or familial changes that may affect the student's progress in the PUSD ED-P program.
6. I will cooperate to provide information or attend any meetings on reasonable notice that the PUSD deems necessary for my child's success.
7. I further understand that all ED-P programs must incorporate a therapeutic component by law, and that the ED-P program at PUSD includes a mental health component provided on a regular basis by a mental health professional. My child may receive counseling and/or mental health services while attending PUSD as determined by the IEP team.

Printed name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date