

**INTERGOVERNMENTAL AGREEMENT
FOR JUVENILE DETENTION CENTER EDUCATION PROGRAM SERVICES
between
PINAL COUNTY
and
COCHISE COUNTY**

This Intergovernmental Agreement for Juvenile Detention Center Education Program Services (hereinafter referred to as this "IGA") is made and entered into by and between Pinal County through the Pinal County School Superintendent (hereinafter referred to as "Pinal County Schools") and Cochise County through the Cochise County School Superintendent (hereinafter referred to as "Cochise County Schools"). Pinal County Schools and Cochise County Schools may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Pinal County Schools operates HOPE School to provide a juvenile detention center education program to serve all school-age children from Pinal County during the period of their detention in the Pinal County Youth Justice Center (Detention) pursuant to A.R.S. § 15-913; and,

WHEREAS, Pinal County Schools through HOPE School provides a juvenile detention center education program for all school-age children who are referred by Pinal County Juvenile Courts Services to the Pinal County Youth Justice Center (Detention); and,

WHEREAS, Cochise County Schools does not have a juvenile detention center and desires to join together with Pinal County Schools to have all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention) be served by Pinal County Schools through HOPE School during the period of their detention in the Pinal County Youth Justice Center (Detention); and,

WHEREAS, Pinal County Schools desires to operate HOPE School to provide a juvenile detention center education program to serve all school-age children from Cochise County during the period of their detention in the Pinal County Youth Justice Center (Detention) pursuant to A.R.S. § 15-913; and,

WHEREAS, Pinal County Schools through HOPE School desires to provide a juvenile detention center education program for all school-age children who are referred by Cochise County Juvenile Courts Services to the Pinal County Youth Justice Center (Detention); and,

WHEREAS, Cochise County Schools and Pinal County Schools are public agencies of the State of Arizona as defined in A.R.S. § 11-951; and,

WHEREAS, the Parties are authorized to enter into agreements for joint or cooperative action pursuant to A.R.S. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** Based upon appropriate finding, this IGA is effective on July 1, 2024, and will continue through June 30, 2025, unless sooner terminated or further extended pursuant to the provisions of this IGA. This IGA will automatically renew annually for up to five (5) supplemental one-year terms with the final term ending June 30, 2030.
2. **Termination.**
 - a. **Mutual Termination.** The Parties, by mutual written agreement, may terminate or cancel this IGA at any time for any reason.
 - b. **Termination for Convenience/Without Cause.** A Party may terminate or cancel this IGA at any time for any reason, with or without just cause, with thirty (30) days written notice to the other Party specifying the termination date.
 - c. **Non-appropriation of Funds.** The Parties recognize and acknowledge that both Parties are governmental entities and this IGA's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of either Party's obligations under this IGA, then the Party that public funds are not appropriated shall notify the other Party in writing of any such non-allocation of funds at the earliest possible date, and this IGA shall automatically expire without penalty to the Party that public funds are not appropriated. If either Party's allocation of funds is reduced, then the scope of this IGA may be reduced, if appropriate, or this IGA may be cancelled without further duty or obligation.
 - d. **Conflict of Interest.** This IGA is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.
3. **Extension.** The Parties, by mutual written agreement, may extend this IGA at any time.
4. **Amendment.** The Parties, by mutual written agreement, may amend or supplement the terms of this IGA at any time.
5. **Duties of Pinal County Schools.** Pinal County Schools shall:
 - a. Work in cooperation with Cochise County Schools to agree on the method of delivery of a juvenile detention center education program for all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention) pursuant to A.R.S. § 15-913.

- b. Work in cooperation with Cochise County Schools to deliver a juvenile detention center education program that is in compliance with Federal and State law and regulations, Federal and State funding requirements, and Pinal County Schools and Cochise County Schools policies for all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention).
- c. Submit claim funding forms to Arizona Department of Education (ADE) Finance Unit for Pinal County Schools to be compensated for all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention).
- d. Deposit into the detention center education fund of Pinal County, the county of jurisdiction, monies that are received from the superintendent of public instruction for Pinal and Cochise Counties pursuant to A.R.S. § 15-913(F).
- e. Work with ADE in the preparation of applications for funds and activities, including, as appropriate, Every Student Succeeds Act (ESSA) and other associated funds, for each Fiscal Year during the term of this IGA.
- f. Ensure the HOPE School juvenile detention center education program is aligned to the standards established by the Arizona State Board of Education, including, if appropriate, the Arizona College & Career Ready Standards.
- g. Administer all State required achievement or assessment tests on the scheduled date of testing required by the ADE to any school-age children from Cochise County that are being detained in the Pinal County Youth Justice Center (Detention).
- h. Implement the Child Find process as provided in 34 CFR § 300.111 for all school-age children from Cochise County that are being detained in the Pinal County Youth Justice Center (Detention) and that are enrolled in HOPE School. If an assessment indicates that a child who has a disability identified under the law that requires specialized instruction and related services of any special needs or if an Individualized Education Plan (IEP) currently exists, all Federal and State law and regulations requirements shall be followed. If school-age children from Cochise County that are being detained in the Pinal County Youth Justice Center (Detention) have a current IEP with information that is not applicable to a detention setting, the IEP may be amended in accordance with Federal and State law and regulations.
- i. Warrant that the content and curriculum align with the appropriate standards, including, if applicable, Arizona College & Career Ready Standards, and address the educational needs, as may be identified in the educational plan for all school-age children from Cochise County that are being detained in the Pinal County Youth Justice Center (Detention).
- j. Verify that education plans for all school-age children from Cochise County that are being detained in the Pinal County Youth Justice Center (Detention) will include provisions for transition. Transition planning will be consistent with the Individuals with Disabilities Education Act (IDEA), ESSA, and any applicable Federal or Arizona State Board of Education requirements for transition planning. Examples of transition planning may

include, but are not limited to, the Education and Career Action Plan (ECAP), Arizona Career Information System (AzCIS), and Merging Two Worlds (M2W).

- k. Ensure that all requirements of the Uniform System of Financial Records (USFR), A.R.S. § 15-271, and requirements and manuals issued by ADE and the Auditor General will be followed.
- l. Ensure that a minimum of 225 total instructional days are to be conducted in Pinal County Youth Justice Center (Detention) and that a minimum of 240 minutes (4 hours) of instructional program time per instructional day is provided pursuant to A.R.S. 15-913(E)(1).
- m. Ensure that all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention) are enrolled in the HOPE School juvenile detention center education program within 48 hours of admission to the Pinal County Youth Justice Center (Detention) pursuant to A.R.S. §15-913(E)(1).
- n. Ensure delivery of an accredited program through a recognized institution for quality educational delivery. Pinal County Schools hereby verifies that the juvenile detention center education program offered at the Pinal County Youth Justice Center (Detention) through HOPE School is accredited by Cognia® and such accreditation is currently valid.
- o. Ensure HOPE School instructors at the Pinal County Youth Justice Center (Detention) have the proper certification(s) as required by ADE.
- p. Provide juvenile detention center education program reports, as requested by Cochise County Schools, and maintain adequate documentation for purposes of fiscal, audit, monitoring, and program evaluation.
- q. Provide the following services for all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention):
 - i. Within 24 hours of enrollment at HOPE School, perform educational assessments that include, but are not limited to math, reading, and language arts to align with the Arizona College & Career Ready Standards, as applicable. This information shall be updated at least every six (6) months.
 - ii. Within 48 hours of enrollment at HOPE School, develop education plans that include results from education staff and pupil interviews, results of academic assessments, and provisions for transition as required by Federal law and regulations, including Title I of the Americans with Disabilities Act (ADA), IDEA Basic Federal funding guidelines, and State law and regulations. This information shall be updated at least every six (6) months.
 - iii. Within ten (10) school days after enrollment at HOPE School, request educational records from pupil's home school pursuant to A.R.S. § 15-828(G). Upon receipt, the education plans will be updated accordingly.
 - iv. Coordinate the juvenile detention center education program with each pupil's school

district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. §15-913, or into public or other education placements, as appropriate.

- v. Supervise and assist pupils to ensure they successfully complete assigned work while detained in the Pinal County Youth Justice Center (Detention).
 - vi. Award transferable credits for work completed while detained in the Pinal County Youth Justice Center (Detention).
 - vii. Provide the opportunity for pupils who are at least sixteen (16) years of age and under eighteen (18) years of age to take the General Educational Development (GED) tests, if appropriate as determined by the HOPE School teacher and pursuant to the rules and regulations of the GED Testing Service and ADE, including eligibility requirements pursuant to Arizona Administrative Code R7-2-307(B)(2)(a) and (b).
 - viii. Deliver a defined method of education services for pupils removed from the classroom due to their status as an immediate or ongoing security risk to self, others, or the juvenile detention center education program. These services shall be consistent with the pupil's education plan and will be developed by a certified teacher. Any removal or exclusion shall be documented in the individual pupil's personal and education file.
- r. Provide that all education information, records, and files for all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention) are maintained at the Pinal County Youth Justice Center (Detention).

6. Duties of Cochise County Schools. Cochise County Schools shall:

- a. Work in cooperation with Pinal County Schools to agree on the method of delivery of a juvenile detention center education program for all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention) pursuant to A.R.S. § 15-913.
- b. Work in cooperation with Pinal County Schools to deliver a juvenile detention center education program that is in compliance with Federal and State law and regulations, Federal and State funding requirements, and Pinal County Schools and Cochise County Schools policies for all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention).
- c. Work with Pinal County Schools, as needed, for submission of claim funding forms to Arizona Department of Education (ADE) Finance Unit for Pinal County Schools to be compensated for all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention).
- d. Ensure that all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention) being served by Pinal County Schools detention center education program through HOPE School shall be counted as part of Pinal County Schools' enrollment. Cochise County Schools agrees it will not be compensated, but if Cochise County Schools receives monies from the superintendent of public instruction for

Cochise County, then Cochise County Schools will deposit those monies into the detention center education fund of Pinal County, the county of jurisdiction, pursuant to A.R.S. § 15-913(F).

- e. Provide juvenile detention center education program reports, as requested by Pinal County Schools, and maintain adequate documentation for purposes of fiscal, audit, monitoring, and program evaluation.
 - f. Ensure that all education information, records, and files for all school-age children from Cochise County that are detained in the Pinal County Youth Justice Center (Detention) are maintained at the Pinal County Youth Justice Center (Detention).
7. **Confidentiality.** The Parties shall keep confidential all student records and all student's personally identifiable information in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and regulations adopted thereunder, including 34 CFR part 99; the Reauthorization of the Individuals with Disabilities Education Act of 2004 (IDEA), 20 U.S. Code § 1400, and regulations adopted thereunder; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations adopted thereunder; the Privacy Act of 1974, 5 U.S.C. § 552a, and regulations adopted thereunder; State and Federal law; Hope School policies; Pinal County Schools policies; and Cochise County Schools policies.
8. **Insurance.** The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.
9. **Mutual Indemnification.** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
10. **Property Disposition Clause.** The Parties do not anticipate the joint acquisition of property attributable to the exercise of each Party's duties and obligations pursuant to this IGA. Any property acquired during the term of this IGA shall be returned to the purchasing Party no more than thirty (30) calendar days from the effective date of termination of this IGA.
11. **Relationship of Parties.** Nothing contained in this IGA shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this IGA, be entitled or eligible, by reason of this IGA, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

12. **Third Parties.** Nothing in this IGA shall be deemed to create any right in any person not a Party hereto. Nothing contained in this IGA shall create a contractual relationship with or a cause of action in favor of a third party against Pinal County Schools or Cochise County Schools. This IGA is not intended to benefit any third party.
13. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this IGA are a part of this IGA as if fully stated herein.
14. **Assignment.** No Party to this IGA may assign any of its rights or responsibilities under this IGA, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this IGA, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
15. **Waiver.** No waiver of any default of Pinal County Schools or Cochise County Schools hereunder shall be implied from any omission or refusal to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in such express waiver and that only for the time and to the extent therein stated. One or more waivers by Pinal County Schools or Cochise County Schools of any term of this IGA shall not be construed as a waiver of a subsequent breach or default of the same covenant, term or condition.
16. **Headings and Construction of Agreement.** In construing this IGA, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this IGA or considered a part of this IGA. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
17. **Fair Meaning.** This IGA is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
18. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this IGA, including environmental laws.
19. **Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this this IGA comply with all Federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work

pursuant to this IGA to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

20. **Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
21. **Non-Discrimination.** The Parties shall comply with the Office of the Arizona Governor Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
22. **Americans with Disabilities Act.** The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
23. **Audits.** Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this IGA for a period of five years after completion of this IGA. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either Party, the other Party shall produce the original of any or all such records at the offices of the requesting Party.
24. **Workers' Compensation.** Each Party will comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of Workers' Compensation benefits for its employees.
25. **Governing Law.** This IGA shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona.
26. **Material Change in Law or Regulation.** Any changes in the governing laws, rules, or regulations that do not materially affect the Parties' obligations under this IGA will apply but do not require an amendment. In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this IGA or the relationship among the Parties hereto, either Party may propose amendments to this IGA to bring this IGA into conformity with such laws. If the Parties are unable to reach agreement on the renegotiation of this IGA within thirty (30) days of the initiation of negotiations, then either Party may terminate this IGA upon written notice to the other Party.
27. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this IGA are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this

IGA are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

28. **Disputes.** Should any dispute arise concerning this IGA between Pinal County Schools and Cochise County Schools, the Parties shall first meet and confer to resolve the issues. It is incumbent upon all Parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds. Should the effort to meet and confer not resolve the issues, the Parties shall follow the dispute resolution procedures established in the Administrative Office of the Pinal County Superintendent, Policies and Procedures Manual No. 7.04(C) and (D). If, after exhausting the administrative remedies set forth in those provisions, pursuant to A.R.S. § 12-1518, disputes under this IGA shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
29. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this IGA.
30. **Parol Evidence.** This IGA is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this IGA.
31. **Modification.** Any modification to this IGA must be in writing and signed by all Parties, including transfer of funds to another county.
32. **Entire Agreement.** This IGA contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This IGA supersedes and merges all prior negotiations, representations, or agreements, whether written or oral.
33. **Counterparts and Electronic Signatures.** This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this IGA through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this IGA on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this IGA, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
34. **Legal Agreement.** This IGA is an important, binding legal document, and each Party warrants

it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this IGA, each person signing this IGA represents and warrants that he or she is duly authorized and has the legal capacity to execute this IGA and understands the meaning of all terms contained herein and agrees to their application and enforceability.

35. **Notice.** All notices required or permitted to be given under the terms of this IGA shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

Pinal County School Superintendent

Jill Broussard

Pinal County School Superintendent

75 Bailey St.

P.O. Box 769

Florence, AZ 85132

Cochise County School Superintendent:

Jacqui Clay

Cochise County School Superintendent

4001 E Foothills Drive, Suite A

Sierra Vista, AZ 85635

A Party shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

APPROVALS

IN WITNESS WHEREOF, the Parties hereto have executed this IGA on the date written below.

Pinal County Schools:

Pinal County Board of Supervisors

Date: _____

Mike Goodman, Chairman

Pinal County Board of Supervisors

ATTEST:

Natasha Kennedy, Clerk of the Board

Pinal County Board of Supervisors

Jill M. Broussard

6/24/24

Date: _____

Jill Broussard

DETERMINATION OF COUNSEL: Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for Pinal County, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Pinal County.

April Holley

Date: _____

7/25/24

April Holley, Deputy Pinal County Attorney

**Cochise County Schools:
Cochise County Board of Supervisors**

Ann English
Ann English, Chair
Cochise County Board of Supervisors

Date: _____

6-18-24

ATTEST:

Sharon Gilman
Sharon Gilman, Interim Clerk of the Board
Cochise County Board of Supervisors

Cochise County School Superintendent:

Jacqui Clay
Jacqui Clay

Date: _____

June 18, 2024

DETERMINATION OF COUNSEL: Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for Cochise County, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

Christine J. Roberts, Chief Civil Deputy

Date: _____

Jun 10, 2024

Christine J. Roberts, Chief Civil Deputy, Deputy Cochise County Attorney