

INTERGOVERNMENTAL AGREEMENT
between
COCHISE COUNTY SUPERIOR COURT
on behalf of its JUVENILE DETENTION CENTER
and the
COCHISE COUNTY BOARD OF SUPERVISORS
on behalf of
COCHISE COUNTY SCHOOL SUPERINTENDENT S OFFICE

This Intergovernmental Agreement (IGA) is entered by and between the Cochise County Superior Court on behalf of its Juvenile Detention Center (hereinafter known as COURT) and the Cochise County Board of Supervisors on behalf of the Cochise County School Superintendent's Office (hereinafter known as "SUPERINTENDENT"). Each party to this IGA is a public agency of the State of Arizona as defined in A.R.S. §11-951.

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952(J);

WHEREAS, the County provides and maintains a juvenile detention center located at 100 Colonia de Salud, Suite 201, Sierra Vista, AZ 85635 pursuant to A.R.S. §8-305;

WHEREAS, the SUPERINTENDENT is a recipient of state equalization funding from the Arizona Department of Education (ADE) pursuant to A.R.S. §15-913;

WHEREAS, the COURT and SUPERINTENDENT wish to work in cooperation with one another to offer an education program in the juvenile detention center that meets the state board of education standards and achievement testing requirements for county juvenile detention center education programs pursuant to A.R.S. §15-913;

WHEREAS, the COURT and SUPERINTENDENT shall attempt to ensure that the programs are compatible with public school education goals and requirements pursuant to A.R.S. § 15- 913.

THEREFORE, in consideration of the agreement set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the COURT and SUPERINTENDENT shall work in cooperation to develop and deliver educational programs in the Cochise County Juvenile Detention Center which comply with statutory and regulatory requirements. This Agreement sets forth the responsibilities of the parties as relates to the co-location of Cochise County School Superintendent employees (up to three employees) and the education services to be provided at the juvenile detention center and to address legal and administrative matters among the parties.

2. Term

This Agreement shall commence and be effective beginning July 1, 2020 and shall terminate on June 30, 2022 (the “Term”), unless extended or terminated by written agreement of the parties. This IGA may be extended for additional periods upon mutual consent of the parties. Any modification, extension or Notice of Intent to Terminate of this Agreement shall be by formal written amendment executed by the parties no later than thirty (30) days before the expiration of the IGA.

3. Duties and Obligations of COURT

- a. The COURT shall work in cooperation with the SUPERINTENDENT and shall agree on the method and delivery of the juvenile detention center education program pursuant to A.R.S. §15-913.
- b. The COURT shall carry out its duties in a manner that assists and supports the SUPERINTENDENT’s duties as enumerated in section 4 of this IGA.
- c. The COURT will identify and provide adequate and appropriate space within the detention area for the provision of educational programs. Such space will include, but is not limited to, classroom(s), offices, confidential educational record storage, confidential work areas and working toilet facilities. Superintendent employees shall not access any other areas in the detention center not specifically referenced herein. Extracurricular events will be held in a designated area to be agreed upon in advance by the COURT and SUPERINTENDENT.
- d. The Court shall provide to the SUPERINTENDENT all computers and printers currently in the juvenile detention center that have been used for educational purposes.

- e. The COURT shall not charge rent for the use of space. All building alterations, modifications, or renovations require prior approval by the Cochise County Court Administrator and the Cochise County Facilities director.
- f. The COURT shall provide parking for SUPERINTENDENT personnel at the Cochise County employee designated parking area located on east side of the juvenile detention center.
- g. The COURT shall permit Superintendent personnel to have limited access to JOLTSaz as needed for acquisition of demographic, educational and detention information. This limited access will be provided to SUPERINTENDENT personnel only by a COURT authorized user of JOLTSaz. Under no circumstances may SUPERINTENDENT personnel access this information by any other means or person(s).
- h. The COURT and SUPERINTENDENT agree that a future expansion of SUPERINTENDENT staff on-site at the Cochise County Superior Court Juvenile Detention Center is possible; however, the rationale for such expansion must be related to a sustained and documented trend of an increased detention census and must be necessary to adequately provide educational services.
- i. The COURT will coordinate security operations to facilitate, to the extent necessary and practical, the provision of educational programs in accordance with A.R.S.§15-913.
- j. The COURT will work in collaboration with the SUPERINTENDENT to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time for each juvenile pursuant to A.R.S. §15-913 (E)(1). Instructors shall have the proper certification as required by the Arizona Department of Education.
- k. The COURT requires that all SUPERINTENDENT personnel assigned to the juvenile detention center adhere to all applicable Court Administrative Orders, Policy Prohibiting Discrimination and Harassment, State of Arizona Juvenile Detention Standards and the Arizona Code of Conduct for Judicial Employees. Failure to adhere to the above requirements may cause that employee to be prohibited from providing further educational services.

- e. The SUPERINTENDENT shall provide and maintain current all internet connectivity and necessary hardware and software for the development and delivery of programs, all educational information and records and maintain compliance with state and federal law and policies.
- f. The SUPERINTENDENT shall apply for funding and comply with all applicable requirements of Every Student Succeeds Act (ESSA), The Elementary and Secondary Education Act; Part B IDEA Basic, Special Education Secure Care Grant, and all other federally mandated laws, regulations and programs.
- g. The SUPERINTENDENT shall ensure all education information and records are maintained in the juvenile's education file at the juvenile detention center in a manner consistent with state and federal law. Education staff shall maintain the confidentiality of these records pursuant to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. §1232g, 1232h, 1232i and all federal regulations issued pursuant to such as set forth in A.R.S. §15-141.
- h. The SUPERINTENDENT shall ensure all state required achievement tests are administered to any detained student on the scheduled date of testing as determined by the Arizona Department of Education.
- i. The SUPERINTENDENT shall ensure the Child Find process as provided in the Individuals with Disabilities Act (IDEA) 34 C.F.R. §300.111 et seq., is implemented for each student who is enrolled in the juvenile detention center education program. If the assessment process provides an indication of any special needs or if an Individual Education Plan (IEP) currently exists, all state and federal law requirements shall be observed. If a student has a current IEP with information that is not applicable to a juvenile detention setting, the IEP shall be amended in accordance with federal law.
- j. The SUPERINTENDENT shall ensure all juveniles' education plans include provisions for transition. Transition planning should be consistent with federal IDEA, ESEA, and any applicable Arizona State Board of Education requirements for transition planning. Examples of transition programming include, but are not limited to, the Education and Career Action Plan (ECAP), and the Arizona Career Inventory System (AzCIS).

- k. The SUPERINTENDENT shall work in cooperation with the COURT to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. 15-913(E)(1).
- l. The SUPERINTENDENT shall ensure that all juvenile detention instructors possess and maintain current all required certification as required by the Arizona Department of Education.
- m. The SUPERINTENDENT shall ensure all juveniles are enrolled in the education program within 48 hours of admission to the juvenile detention center pursuant to A.R.S. §15-913(E)(1).
- n. The SUPERINTENDENT shall provide the following educational services for all students as follows:
 - (1) Perform educational assessments within 24 hours of enrollment that include but are not limited to, math, reading and language arts to align with the Arizona Department of Education K-12 Academic Standards. This information shall be updated at a minimum of every six (6) months.
 - (2) Develop education plans within 48 hours of enrollment that include the results of an education staff and student interview, the results of the academic assessments, and provisions for transition as required by Title I and IDEA Basic federal funding guidelines. This information shall be updated at a minimum of every six (6) months.
 - (3) Request educational records from the juvenile's previous school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). The requesting party shall exercise due diligence in obtaining a copy of the record requested and shall update the juvenile's education plan upon receipt.
 - (4) Coordinate the program with each pupil's school district of residence to assist the pupil's transition back to the school district pursuant to A.R.S. § 15-913, or into public and/or alternative education placements.
 - (5) Supervise and assist students to ensure they successfully complete assigned work while in the detention facility.

(6) Award transferable credits for work completed while in the detention facility.

(7) Work cooperatively with the juvenile probation department to provide the opportunity and administer the General Education Development (GED) for juveniles between sixteen (16) and eighteen (18) years of age to take the GED test if appropriate as determined by the detention education teacher and pursuant to the rules and regulations of the GED Testing Service and the Arizona Department of Education Arizona Administrative Code R7-2-307 (B)(2)(a) and (b).

(8) Develop a defined method of alternative education services, such as appropriate instructional materials/packets, for those juveniles removed from the classroom due to their status as an immediate or ongoing security risk to self, others or the institution. These services shall be consistent with the student's education plan and developed by a certified teacher. Any removal shall be documented in the individual student's education file. The superintendent employee shall file an incident report within 24 hours and provide it to the Juvenile Detention Director.

- o. The SUPERINTENDENT shall retain all contracts and all audit reports relating to this IGA and school operations for a period of five (5) years. SUPERINTENDENT shall maintain the documentation of all contracts and audit reports related to this IGA and school operations at the SUPERINTENDENT'S office located at the juvenile detention center. These contracts and audit reports shall be provided to the COURT within five calendar days of a written request.
- p. The SUPERINTENDENT shall collect the following data for each school year:
 - (1) Demographic and basis school data:
 - A. Number of juveniles served annually (those who are detained 48 hours or longer)
 - B. Gender
 - C. Race/Ethnicity
 - D. Identified special education
 - E. Ages or age range
 - F. Number of core credits earned and in what subjects
 - G. Number of elective credits earned
 - H. Number of GED's obtained

- (2) The number of students who remained in detention for 48 hours or longer who were subsequently released from detention.
 - A. Of those students, the number of students released from detention that were (data by category)
 - placed out of county/state
 - committed to ADJC
 - placed at a long term RTC (over 90 days)
 - aged out at the time of release
 - unsuccessfully released from probation
 1. Number of the remaining students from “A” above, calculate:
 - A. Number of students who transitioned back to school upon release
 - Number of students still enrolled and attending at 30, 60- and 90-day intervals
 - B. Number of students who obtained their GED while detained
 - Number of students who transitioned to a post-secondary program upon release
 - Number of students still enrolled and attending at 30, 60- and 90-day intervals
 2. Number of students who age out anytime during the 30, 60- and 90-day intervals after entering “transition”.
 3. Number of students who successfully transitioned, i.e., who have gone 90 days without generating a new referral or detainment and have successfully remained in school.
5. Compensation

Each party shall bear its own costs for implementation of the Agreement. The costs, if any, incurred by any party in the performance of the obligation under this Agreement are conditioned on availability of funds.
 6. Ownership of Equipment

The Cochise County owned and maintained electronic/computers located in the classroom shall remain in the classroom and shall be used for educational purposes. The COURT will assume no responsibility for the maintenance or purchase of any additional educational equipment.

7. Reporting and Records

Each party shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of the other party.

In addition, each party shall retain all records relating to this contract for a minimum of five (5) years after its termination/cancellation or later and until any related pending proceeding, audits or litigation has concluded.

8. Termination, Extension and Modification

A. Termination

This agreement may be terminated by either party if in its judgment such action is necessary due to:

1. Funding availability
2. Statutory changes in the A.R.S.§15-913
3. Either party's failure to implement or operate the detention center education program
4. Either party's non-compliance with the Agreement

Any termination must be in writing, stating the reason, therefore, be sent by certified mail and upon thirty (30) days' notice to the other party.

9. Cancellation for Conflict of Interest

The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are incorporated herein and made a part hereof.

10. Non-Discrimination

In accordance with A.R.S. §41-1461, both parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disability Act.

11. Insurance

The COURT and SUPERINTENDENT each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other party as an additional insured.

12. Mutual Indemnification

To the fullest extent permitted by law, each party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, volunteers, successors, and assigns (as “Indemnitees”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as “claims,” arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee’s passive negligence.

13. Applicable Law

In accordance with A.R.S. §41-2501, et seq, and A.A.C. R2-7-101, et seq, this agreement shall be governed and interpreted by the laws of the State of Arizona.

14. Dispute Resolution

Neither party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a party for representation by an attorney at the mediations, if such representation is desired. If the dispute is not resolved by mediation or negotiation, a claim may be brought by either party in Cochise County Superior Court.

15. Notice

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested,

COCHISE COUNTY SCHOOL SUPERINTENDENT 1415 W. MELODY LANE, BLDG. C BISBEE, AZ 85603	COCHISE COUNTY COURT ADMINISTRATION P.O. BOX 204 BISBEE, AZ 85603	COCHISE COUNTY BOARD OF SUPERVISORS 1415 W. MELODY LANE, BLDG. G BISBEE, AZ 85603
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16. E-Verify, Records and Audits

To the extent applicable under A.R.S. §41-4401, both parties warrant their compliance with all federal and immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. §23-241(A).

17. Amendments

To the extent permitted by law, the Parties may amend this Agreement in writing signed by both parties.

18. Non-Appropriation

To the extent applicable, any payment obligation of any public entity under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IN WITNESS THEREOF, the parties sign this Agreement:

<p>COCHISE COUNTY BOARD OF SUPERVISORS</p> <hr/> <p>Thomas E. Borer, Chairman Date Cochise County Board of Supervisors</p>	<p>COCHISE COUNTY SUPERIOR COURT</p> <hr/> <p>James L. Conlogue Date Presiding Judge</p>
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