

**Memorandum of Understanding**  
**Agreeing on Pinal County as the County of Jurisdiction for County Detention Center Education**  
**Program to Serve Pinal and Cochise Counties**  
**between**  
**the Pinal County School Superintendent,**  
**the Cochise County School Superintendent,**  
**the Pinal County Superior Court Presiding Juvenile Court Judge,**  
**and**  
**the Cochise County Superior Court Presiding Juvenile Court Judge**

This Memorandum of Understanding Agreeing on Pinal County as the County of Jurisdiction for County Detention Center Education Program to Serve Pinal and Cochise Counties (hereinafter referred to as this "MOU") is made and entered into by and between the Pinal County School Superintendent, the Cochise County School Superintendent, the Pinal County Superior Court Presiding Juvenile Court Judge, and the Pinal County Superior Court Presiding Juvenile Court Judge, all of which collectively may be referred to as the "Parties."

**Recitals**

Whereas, the Parties desire to memorialize their agreement that Pinal County is the county of jurisdiction to serve all school-age children from Pinal and Cochise Counties during the period of their detention in the Pinal County Youth Justice Center (Detention) pursuant to A.R.S. § 15-913(F); and,

Whereas, the Parties desire to memorialize their agreement on the method of delivery of the juvenile detention center education program pursuant to A.R.S. § 15-913(A).

**Understanding**

Now, therefore, the Parties agree as follows:

1. **Term.** Based upon appropriate finding, this MOU 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 MOU. This MOU will automatically renew annually for up to five (5) supplemental one-year terms with the final term ending June 30, 2030.
2. **Termination.** The Parties, by mutual written agreement, may terminate or cancel this MOU at any time for any reason, with or without just cause.
3. **Extension.** The Parties, by mutual written agreement, may extend this MOU at any time.
4. **Amendment.** The Parties, by mutual written agreement, may amend or supplement the terms of this MOU at any time.
5. **Obligations of the Parties.** The Pinal County School Superintendent, the Cochise County School Superintendent, the Pinal County Superior Court Presiding Juvenile Court Judge, and the Cochise County Superior Court Presiding Juvenile Court Judge acknowledge and agree that no contractual relationship is created between them by this MOU.
6. **Liability.** The Parties agree that no liability will arise or be assumed between the Pinal County

School Superintendent, the Cochise County School Superintendent, the Pinal County Superior Court Presiding Juvenile Court Judge, and the Cochise County Superior Court Presiding Juvenile Court Judge as a result of this MOU.

**7. Responsibilities of the Pinal County School Superintendent and the Cochise County School Superintendent.** The Pinal County School Superintendent and the Cochise County School Superintendent agree to:

- a. Work in cooperation with the Pinal County Superior Court Presiding Juvenile Court Judge and the Cochise County Superior Court Presiding Juvenile Court Judge to agree on the method of delivery of the juvenile detention center education program pursuant to A.R.S. § 15-913(A).
- b. Work in cooperation with the Pinal County Superior Court Presiding Juvenile Court Judge and the Cochise County Superior Court Presiding Juvenile Court Judge to provide a minimum of 225 total instructional days in the juvenile detention center education program consisting of a minimum of 240 minutes (4 hours) of instructional program time per instructional day pursuant to A.R.S. § 15-913(E)(1).
- c. Work in cooperation with the Pinal County Superior Court Presiding Juvenile Court Judge and the Cochise County Superior Court Presiding Juvenile Court Judge to ensure all detained youth are enrolled in the 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), as offered by the HOPE School and required by State and Federal law, unless a juvenile presents an immediate or ongoing security risk to self, others, or to the juvenile detention center education program. If a juvenile is removed or excluded from the juvenile detention center education program, then documentation will be placed in the juvenile's personal and education file accordingly.
- d. Ensure the juvenile detention center education program is aligned to the standards established by the State Board of Education.
- e. Ensure all juvenile detention center education program instructors will have the proper certifications required by the Arizona Department of Education.
- f. Ensure all juvenile detention center education program information and records are maintained in the juvenile's education file at the Pinal County Youth Justice Center (Detention) consistent with State and Federal law.
- g. Ensure all juvenile detention center education program staff will maintain the confidentiality of juvenile detention center education program records pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g; FERPA's implementing federal regulations at 34 CFR Part 99; and A.R.S. § 15-141.
- h. Ensure delivery of an accredited program through a recognized institution for quality educational delivery and hereby verify 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.

**8. Responsibilities of the Pinal County Superior Court Presiding Juvenile Court Judge and the Cochise County Superior Court Presiding Juvenile Court Judge.** The Pinal County Superior Court Presiding Juvenile Court Judge and the Cochise County Superior Court Presiding Juvenile Court Judge agree to:

- a. Work in cooperation with the Pinal County School Superintendent and the Cochise County School Superintendent to agree on the method of delivery of the juvenile detention center education program pursuant to A.R.S. § 15-913(A).
- b. Work in cooperation with the Pinal County School Superintendent and the Cochise County School Superintendent to provide a minimum of 225 total instructional days in the juvenile detention center education program consisting of a minimum of 240 minutes (4 hours) of instructional program time per instructional day pursuant to A.R.S. § 15-913(E)(1).
- c. Work in cooperation with the Pinal County School Superintendent and the Cochise County School Superintendent to ensure all detained youth are enrolled in and attend the 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), as offered by the HOPE School and required by State and Federal law, unless a juvenile presents an immediate or ongoing security risk to self, others, or to the juvenile detention center education program. If a juvenile is removed or excluded from the juvenile detention center education program, then documentation will be placed in the juvenile's personal and education file accordingly.

**Approvals**

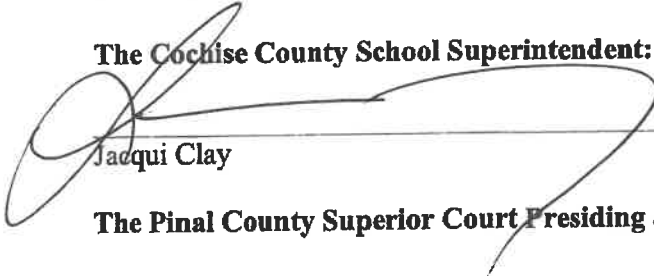
In Witness Whereof, the Parties hereto have executed this MOU on the date written below.

**The Pinal County School Superintendent:**

\_\_\_\_\_  
Jill Broussard

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

**The Cochise County School Superintendent:**

  
\_\_\_\_\_  
Jacquie Clay

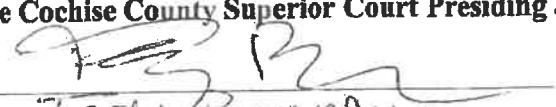
Date: 6 Jan 2024

**The Pinal County Superior Court Presiding Juvenile Court Judge:**

\_\_\_\_\_  
Hon. \_\_\_\_\_

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

**The Cochise County Superior Court Presiding Juvenile Court Judge:**

  
\_\_\_\_\_  
Hon. Terry Barron

Date: 06/06/24

**Cochise County Board of Supervisors**

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

\_\_\_\_\_, Chair

Cochise County Board of Supervisors

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Cochise County Board of Supervisors

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

\_\_\_\_\_, Deputy Cochise County Attorney