



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 10/17/2023

**= Mandatory, information must be provided*

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

Intergovernmental Agreement between Arizona Superior Court in Pima County on behalf of the Pima County Juvenile Court Center and Pima County Board of Supervisors on behalf of the Pima County School Superintendent's Office.

***Introduction/Background:**

Intergovernmental Agreement between Arizona Superior Court in Pima County on behalf of the Pima County Juvenile Court Center and Pima County Board of Supervisors on behalf of the Pima County School Superintendent's Office to establish terms and conditions under which both parties can work in cooperation to develop and deliver educational programs which are in accordance with statutory and regulatory requirements..

***Discussion:**

The agreement will set forth responsibilities of both parties related to the co-location of the Pima County School Employees and also all other obligations and duties related to thie agreement.

***Conclusion:**

Both parties wish to work in cooperation with each other to offer an education program which meets the standards and achievement testing requirements compatible with public school education goals and requirements.

***Recommendation:**

Approve so that the Superintendent's Office will provide education services to the county juvenile detention center youth.

***Fiscal Impact:**


None- Pima County School Superintendent is recipient of funding from the Arizona Department of Education (ADE) to develop and provide educational programs as authorized by A.R.S. 15-913. Each party shall bear its own costs for implementation of this agreement.

***Board of Supervisor District:**


1 2 3 4 5 All

Department: Pima County Juvenile Court Center Telephone: 724-4218


Contact: Adam Redding- Procurement & Contracts Manager Telephone: 724-4218

Department Director Signature: 

Date: 09/21/2023

Deputy County Administrator Signature: 

Date: _____

County Administrator Signature: 

Date: 10/5/2023

INTERGOVERNMENTAL AGREEMENT
Between
ARIZONA SUPERIOR COURT IN PIMA COUNTY
on behalf of its JUVENILE COURT CENTER
and
PIMA COUNTY BOARD OF SUPERVISORS
On Behalf of
PIMA COUNTY SCHOOL SUPERINTENDENT'S OFFICE

This Intergovernmental Agreement (IGA) is entered into by and between the Arizona Superior Court in Pima County on behalf of its Juvenile Court Center (hereinafter known as "COURT") and the Pima County Board of Supervisors on behalf of the Pima 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;

WHEREAS, County provides and maintains a juvenile detention center located at 2225 E. Ajo Way in Tucson, Arizona (Center) pursuant to A.R.S. §8-305;

WHEREAS, the SUPERINTENDENT is a recipient of a funding the Arizona Department of Education (ADE) to develop and provide educational programs as authorized by A.R.S. §15-913;

WHEREAS, the COURT and SUPERINTENDENT wish to work in cooperation with one another to offer an education program which meets the standards and achievement testing requirements compatible with public school education goals and requirements.

NOW THEREFORE, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which COURT and SUPERINTENDENT shall work in cooperation to develop and deliver educational programs which are in accordance with statutory and regulatory requirements. This Agreement will set forth the responsibilities of the parties related to the co-location of SUPERINTENDENT'S employees (up to twelve) and services at COURT and to address legal and administrative matters among the parties.

2. Term

This Agreement shall commence and be effective on October 1, 2023 and shall terminate on September 30, 2026 (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 or extension of this Agreement shall be by formal written amendment executed by the parties.

3. Duties and Obligations of COURT

- a. COURT shall work in cooperation with the SUPERINTENDENT and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. §15-913.

- b. COURT shall carry out the duties of the COURT in a manner that assists and supports the SUPERINTENDENT's duties as enumerated in section 4 of this IGA.
- c. COURT will identify and provide adequate and appropriate space within the detention area for provision of educational programs. Such space will include, but is not limited to, classrooms, space for small therapeutic group meetings, offices, confidential educational record storage, toilet facilities with sink and running water, and confidential work areas.
- d. The COURT shall allow the SUPERINTENDENT use of space in the detention areas of 600, 1200, 1400, A212 (CAPE Office) and A178 (CAPE Special Education Office) at 2225 East Ajo Way, Tucson, AZ 85713.
- e. The COURT shall not charge rent for the use of space. All building alterations, modifications, or renovations require prior approval by the COURT Deputy Court Administrator.
- f. Parking for SUPERINTENDENT's personnel shall be restricted to the staff designated parking area located in the northwest corner and west-side of the campus.
- g. The COURT shall provide SUPERINTENDENT limited access to JOLTS AZ as needed for acquisition of demographic, educational and detention information, solely within the secure COURT network.
- h. COURT and SUPERINTENDENT agree that a future expansion of SUPERINTENDENT staff on-site at COURT is possible; however, the rationale for such expansion must be related to a documented trend of increased detention census and necessary to adequately provide educational services.
- i. 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. COURT 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 pursuant to A.R.S. §15-913 (E)(1). Instructors shall have the proper certification as required by the ADE.
- k. All SUPERINTENDENT personnel shall adhere to all applicable COURT Administrative Policies.
- l. All SUPERINTENDENT employees assigned to COURT pursuant to this agreement shall complete the COURT requirements for fingerprint clearance and background checks.
- m. SUPERINTENDENT employees shall be provided special identification cards and mag cards by COURT to facilitate access to the COURT facilities.
- n. SUPERINTENDENT employees may not bring non-court individuals into the school/detention facility.
- o. SUPERINTENDENT employees shall not be considered employees of the COURT or the Arizona Superior Court in Pima County and shall not be entitled to receive any fringe benefits associated with said employment and will not be subject to the provisions of the Pima County Merit System, the Pima County Superior Court Merit System, or the Merit System applicable to the State of Arizona.

4. Duties and Obligations of SUPERINTENDENT

- a. The SUPERINTENDENT shall work in cooperation with the COURT and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. §15-913.
- b. SUPERINTENDENT shall work in cooperation with the COURT pursuant to the SUPERINTENDENT's statutory obligation to develop and deliver programs which are in accordance with and aligned to the Arizona Department of Education K-12 Academic Standards and other related academic programs.
- c. Provide necessary internet connectivity, hardware and software for development and delivery of programs, maintenance of educational information and records, and maintenance of compliance with state and federal law and policies.
- d. The SUPERINTENDENT shall comply with any 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.
- e. Ensure all education information and records are maintained in the juvenile's education file at the facility 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; A.R.S. §15-141.
- f. Ensure all state required achievement tests are administered to any student that is being detained on the scheduled date of testing as determined by the ADE.
- g. Ensure the Child Find process as provided in 34 C.F.R. §300.111 et seq., is implemented for each student that is enrolled in the detention 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 detention setting, the IEP shall be amended in accordance with federal law.
- h. SUPERINTENDENT shall work with the COURT to 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 includes but not limited to the Education and Career Action Plan (ECAP), and the Arizona Career Inventory System (AzCIS).
- i. 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). Instructors shall have the proper certification as required by the Arizona Department of Education.
- j. Work with the Court to ensure all juveniles are enrolled in the education program within 48 hours of admission to the facility pursuant to A.R.S. §15-913(E)(1).
- k. Work with the Court to provide educational services for all students that include:
 - i. Performing educational assessments given 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.

- ii. Developing education plans within 48 hours of enrollment that include the results from 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.
 - iii. Requesting educational records from student's home school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). Upon receipt, update education plan accordingly.
 - iv. Coordinating the 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 and/or alternative education placements.
 - v. Supervising and assisting students to ensure they successfully complete assigned work while in the detention facility.
 - vi. Awarding transferable credits for work completed while in the detention facility.
 - vii. The opportunity for juveniles between sixteen (16) and eighteen (18) years of age to take the General Education Development (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).
 - viii. Developing 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.
- I. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the SUPERINTENDENT'S office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.
- m. Collect the following data for each school year:
- A. Demographic and basic school data
 - i. number of youth served annually (detained longer than 48 hours).
 - ii. gender
 - iii. race/ethnicity
 - iv. identified special education.
 - v. ages or age range.
 - vi. number of core credits earned and in what subjects.
 - vii. number of elective credits earned.
 - viii. number of GED's obtained.
 - B. Of students who were in detention for 48 hours or more, the number of students released from detention that were:
 - i. placed out of county/state.
 - ii. committed to ADJC.
 - iii. placed at a long term RTC (over 90 days).
 - iv. aged out at the time of release.
 - v. successfully released from probation.
 - vi. transferred to adult court/detention facility.

- C. Number of the remaining students from "B" above, calculate:
- i. number of students who transitioned back to school upon release.
 - a. number of students still enrolled and attending at 30, 60- and 90-day intervals.
 - ii. number of students who obtained their GED while detained.
 - a. number of students who transitioned to a employment, post-secondary, credential or technical program upon release.
 - b. number of students still enrolled and attending at 30, 60- and 90-day intervals.
- D. Number of students who age out anytime during the 30, 60- and 90-day intervals after entering "transition".
- E. Number of students from D above, who recidivated* during the active school year.
- i. once
 - ii. 2 to 4 times
 - iii. over 4 times
 - iv. the highest number of times a student recidivated.
 - v. number of students who recidivate anytime during the 30, 60- and 90-day intervals after entering "transition".

*Definition of recidivism: Any student who returned to detention and re-enrolled in CAPE during the current/active school year.

F. Number of students successfully transitioned: Successful Transition - 90 days without generating a new referral, new 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

Any equipment provided by COURT shall remain the property of COURT and any equipment provided by SUPERINTENDENT shall remain the property of SUPERINTENDENT.

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 at least 5 years ensure this meets the current standards after its termination or cancellation or, if later, until any related pending proceeding or litigation has concluded.

8. Termination

This Agreement may be terminated at any time by mutual written consent or by either party giving not less than thirty (30) days written notice to the other party. This Agreement may be cancelled without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Court is or becomes, at any time while the Agreement is in effect, an employee of, or a consultant to the other party to this Agreement with respect to its subject matter.

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. Both parties shall comply with the Americans with Disability Act.

11. Insurance

The parties are each self-insured and each will be responsible for and will indemnify and defend the others against liability for, its own negligent acts and omissions and the negligent acts and omissions of its employees.

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

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 Arizona Superior Court, Pima County.

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,

PIMA COUNTY SCHOOL
SUPERINTENDENT OFFICE
200 N Stone Ave.
Tucson, AZ 85701

PIMA COUNTY JUVENILE COURT
DEPUTY COURT ADMINISTRATOR
2225 E. Ajo Way
Tucson, AZ 85713

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

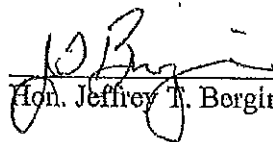
To the extent applicable, any payment obligation of any public entity under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be 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:

PIMA COUNTY

ARIZONA SUPERIOR COURT

Hon. Adelita Grijalva, Chair Date

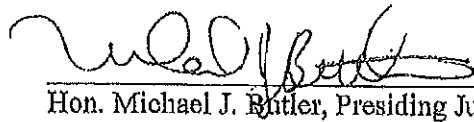


Hon. Jeffrey T. Bergin, Presiding Judge Date 8/28/2023

ATTEST:

PIMA COUNTY JUVENILE COURT

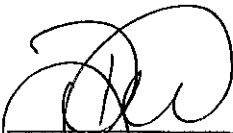
Clerk of the Board Date



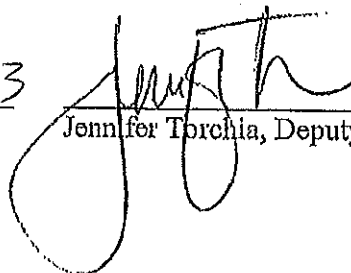
Hon. Michael J. Butler, Presiding Judge Date 8/17/23

APPROVED

APPROVED



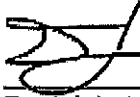
Pima County School Superintendent Date 9/21/23



Jennifer Torchia, Deputy Court Administrator

The foregoing Intergovernmental Agreement between Pima County and Arizona Superior Court in Pima County has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY



Daniel Jurkowitz, Deputy County Attorney

ARIZONA SUPERIOR COURT

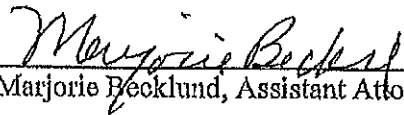
Marjorie Becklund, Assistant Attorney General

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PIMA COUNTY

ARIZONA SUPERIOR COURT

Daniel Jurkowitz, Deputy County Attorney



Marjorie Becklund, Assistant Attorney General



KRISTIN K. MAYES
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. ACS-KR-2023-0025 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 2nd day of August, 2023.

KRISTIN K. MAYES
ATTORNEY GENERAL

Marjorie Beck
Assistant Attorney General

DOCUMENT NUMBER: _____