

State of Ohio
Ohio Department of Rehabilitation and Correction
And

Inside-Out College Classes
Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this 1st day of May, 2018, between the **OHIO DEPARTMENT OF REHABILITATION AND CORRECTION**; 770 West Broad Street; Columbus, Ohio 43222 (hereinafter referred to as the “DEPARTMENT”) and _____ Inside-Out Courses on behalf of its Liaison, _____, located at _____ (hereinafter referred to as the “UNIVERSITY”) witnesseth that:

WHEREAS the DEPARTMENT has a Community Reentry Program Partnership with the UNIVERSITY by approving a Reentry education course at its Ohio prisons for rehabilitation opportunities; and

WHEREAS the UNIVERSITY is responsible for educational programs for students and believes it can complement and enrich its educational programs through affiliation with the DEPARTMENT by bringing University students (“Outside Students”) and incarcerated students (“Inside Students”) together in a classroom setting at selected Ohio prisons, and

NOW THEREFORE, the parties in consideration of the mutual promises and covenants contained herein agree to the following terms and conditions;

1. **TERM**

This MOU shall be effective _____ and shall terminate on _____. This MOU shall be renewable for an additional two-year period upon agreeable negotiation of the parties involved.

2. **UNIVERSITY RESPONSIBILITIES**

The UNIVERSITY shall:

A. Provide an instructor who has completed training through the Inside-Out Prison Exchange Program (<http://www.insideoutcenter.org/training.html>) and will deliver a college course based on the Inside-Out curriculum (“Course”), which is attached hereto (“Attachment A”), and interact and collaborate with the DEPARTMENT’S personnel at the prisons.

B. Enroll Outside Students who reside and work “outside” the prison fence.

- C. Conduct all face-to-face screening meetings with Outside Students and Inside Students. Additional rules for participation by students in the Inside-Out Course are set forth in Attachment B, which is attached hereto and incorporated herein.
- D. Provide the course readings for all Inside Students.
- E. Conduct evaluations specific to measuring the impact the courses have on students.
- F. Work closely with prison administrators to assess the impact of the course has on Inside Students' behavior in prison, as well as identify and measure possible effects of the course on Inside Students upon their release to the community.
- G. The Outside Students and the Instructor will be participating in the course within a state prison setting. If an Outside Student or Instructor becomes ill or injured during the Course at the DEPARTMENT, then he/she shall report to a staff member at the DEPARTMENT who shall make available first aid and emergency care and, if necessary, make referral to his/her private physician or a local urgent care facility for treatment. If the medical condition is one that warrants immediate medical attention, the DEPARTMENT or instructor shall call 911. All medical costs for treatment are the responsibility of the injured or ill person, whether Outside Student or instructor. DEPARTMENT shall complete an Incident Report following the policy of the DEPARTMENT. The DEPARTMENT shall not be responsible for any such injury unless such injury was caused by the negligent, reckless or willful act or omission of the DEPARTMENT, its employees or its agents as determined by the Ohio Court of Claims.

3. **DEPARTMENT RESPONSIBILITIES**

The DEPARTMENT shall:

- A. Provide UNIVERSITY students and instructors with security access to the prisons for participating in the Inside-Out Course.
- B. The DEPARTMENT shall terminate entry privileges of an Outside Student or instructor, if deemed necessary based on a breach of security, violation of DEPARTMENT standards of conduct agreed to, or reasonable cause. Prior to such termination, a discussion of the pertinent facts will be conducted with all relevant persons.

- C. Outside Students paperwork will be reviewed for approval within two weeks of receipt.
- D. Outside Students and instructors to report to the main entrance of the prison and sign the entry log for the purpose of allowing prison staff to be aware of their presence on-site.
- E. Provide Outside Students and instructors with a DEPARTMENT identification badge.
- F. Provide initial screening of inside students, who express interest in taking the course, and determine whether they are appropriate based on disciplinary record and mental health issues.
- G. Provide the appropriate passes and access to the classroom for Inside Students. Inside-Out classes will not have DEPARTMENT staff remain in the classroom unless requested by the individual instructor.
- H. Provide Inside Students with access to course materials, and/or tablets (where available) for class readings and assignments.

4. **NATURE OF THE MOU AND JOINT RESPONSIBILITIES**

Both UNIVERSITY and DEPARTMENT shall:

- A. Agree DEPARTMENT enters into this MOU in reliance upon UNIVERSITY'S representation that it has the necessary expertise and experience to perform its obligations hereunder.
- B. Both UNIVERSITY and DEPARTMENT shall instruct and require as a condition of participation in the program that Outside Students comply with the respective administrative policies of the DEPARTMENT and the UNIVERSITY. The UNIVERSITY shall be responsible for conducting an orientation to inform students visiting prison of the DEPARTMENT'S existing rules, policies, and procedures that must be followed while participating in the learning experience. In accordance with the DEPARTMENT'S DRC Policy 39-TRN-12 (Contractor Training), the DEPARTMENT shall provide a condensed orientation (1.5 hours in maximum length) with regard to safety and security procedures. The orientation covering DEPARTMENT policies will be documented with a sign-off sheet for those Outside Students who participate in the Inside-Out Course.
- C. Both UNIVERSITY and DEPARTMENT shall instruct and require as a condition of participation that Outside Students comply with the security requirements for entering a correctional facility and agree to comply with these standards and all safety and security procedures. Outside Students and instructors shall agree that while on state property they will not purchase,

transfer onto state property, use or possess illegal drugs, alcohol or prescription drugs that are not accounted for at the Department's point of entry.

- D. Mutually agree to schedules and activities to implement this MOU that will not interfere with the primary mission of the DEPARTMENT or the UNIVERSITY.
- E. Have administrators attend a closing ceremony where each student will be presented with a certificate acknowledging their participation in the Inside-Out Course and their certificate mailed home or placed in their release file upon request.
- F. Agree that this MOU provides the minimum facets of the Course but that there is room for creativity and program expansion given the unique nature of each prison that can be mutually agreed upon between parties.
- G. Mutually agree that if academic credit shall be earned by Inside Students in the course, the ex-Inside Student can request from the UNIVERSITY Registrar their transcript upon release.
- H. There is no cost to DEPARTMENT for the program.
- I. Agree that neither party or its personnel, volunteers, or any subcontractors shall at any time, or for any purpose, be considered as independent contractors, agents, servants, or employees of the other party because of the work performed pursuant to this MOU.
- J. The Parties agree that the academic calendar observed by the School shall be observed by all students and faculty assigned to the DEPARTMENT in the Program. When the DEPARTMENT observes holidays, the Parties shall make appropriate revised schedules for classes.
- K. The Parties shall not transfer, assign, sublet or otherwise dispose of this MOU or the rights and responsibilities therein, without the prior written consent of the other Party.

5. TERMINATION

The UNIVERSITY and the DEPARTMENT shall have the right to terminate this MOU with at least a sixty (60) day written notice of termination to the other party or immediately if a safety concern arises by either party with written notice to the other party.

6. **NOTICES**

All notices required to be submitted hereunder shall be in writing and shall be deemed duly given upon receipt, if sent by certified mail, return receipt requested, addressed to the parties as follows:

If to the UNIVERSITY: Name: _____
 Title: _____
 Department: _____
 University: _____
 Address: _____

If to the DEPARTMENT: Chair, Reentry Program Oversight Committee
 Ohio Department of Rehabilitation and Correction
 770 West Broad Street
 Columbus, OH 43222

7. **MODIFICATION**

Either party to this MOU may, in writing, request a modification or amendment to this MOU. The party receiving the request shall have thirty (30) business days to respond to the request. Such modification or amendments to this MOU shall become effective only when signed and dated by both parties and approved by the appropriate governing bodies of each party.

8. **CIVIL RIGHTS ASSURANCES.**

Both parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

9. **APPLICABLE LAW**

This MOU shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the dates set forth below.

UNIVERSITY NAME

Name _____
Title _____

Date

STATE OF OHIO
OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

Chair, Reentry Program Oversight Committee

Date

Erica Johnson
Staff Counsel

Date