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OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

**Southeastern Correctional Institution
(INSTITUTION)**

And

**Denison University
(UNIVERSITY)
Inside-Out Prison Exchange Program
Memorandum of Understanding**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of the last date of the signature affixed below, between the OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, and the participating institution (hereinafter referred to as the "INSTITUTION") and the Inside-Out Prison Exchange Program of Denison University, (hereinafter referred to as the "UNIVERSITY") (both or either of which may hereinafter be referred to respectively as the "Parties" or a "Party").

WHEREAS, pursuant to Chapter 5120 of the Ohio Revised Code, the INSTITUTION is a state facility of the executive agency granted statutory authority to operate state correctional institutions which supervise felony offenders convicted of criminal offenses and sentenced to a state correctional facility;

WHEREAS, the UNIVERSITY provides educational programs for students and believes it can complement and enrich its educational programs through affiliation with the INSTITUTION by including UNIVERSITY students ("Outside Students") and incarcerated students ("Inside Students") (collectively referred to as the "Students") together in the same course in a classroom setting at the INSTITUTION, and

WHEREAS, the Parties wish to partner together to provide this unique learning experience where the UNIVERSITY will teach a college level course based upon on the Inside-Out Prison Exchange Program curriculum (the "Course") to the Students in the same setting at the INSTITUTION and believe this partnership is beneficial to the Parties;

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 August 1, 2019 and shall terminate on July 31, 2020.

2. **UNIVERSITY RESPONSIBILITIES**

The UNIVERSITY shall:

- A. Provide an instructor ("Instructor") who has completed training through the Inside-Out Prison Exchange Program (<http://www.insideoutcenter.org/training.html>) and will deliver a Course, the content and description of which is provided in Attachment A hereto, and interact and collaborate with the INSTITUTION'S personnel at the prisons to provide such Course.
- B. Enroll Outside Students who reside "outside" the INSTITUTION.
- C. Conduct all screening meetings with Outside Students and Inside Students. Observe additional rules for participation by Students in the Course as set forth in Attachment B, which is attached hereto and incorporated herein.
- E. Provide Inside Students with access to course materials, and/or tablets (if approved by the Managing Officer) where available for class readings and assignments.
- F. Be respectful of INSTITUTION'S staff, policies, and procedures.
- G. Conduct evaluations specific to measuring the impact the courses have on Students.
- H. Work closely with prison administrators to assess the impact 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.
- I. Recognize Outside Students and the Instructor will be participating in the course within a state prison setting, and adhere to the following procedure in the event an Outside Student or Instructor becomes ill or injured during the Course at the INSTITUTION. Should that occur, he/she shall report the illness or injury to a staff member at the INSTITUTION, 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 INSTITUTION or Instructor shall call 911. All medical costs for treatment are the responsibility of the injured or ill person, whether Outside Student or Instructor. INSTITUTION shall complete an Incident Report following the policy of the INSTITUTION. The INSTITUTION shall not be responsible for any such illness or injury unless determined by the Ohio Court of Claims.

3. **INSTITUTION RESPONSIBILITIES**

The INSTITUTION shall:

- A. Provide approved Outside Students and Instructors with security access to the INSTITUTION for participating in the Course.
- B. Terminate privileges of an Outside Student or Instructor, if deemed necessary based on a breach of security, violation of INSTITUTION 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, including the Instructor.
- C. Review for approval within a reasonable period upon receipt (a minimum of at least two weeks prior to the start of the class) both Instructors' and Outside Students' paperwork for access to the INSTITUTION.
- D. Notify Outside Students and Instructors of procedures for entering the INSTITUTION.
- E. Provide initial screening of Inside Students, who express interest in taking the course in a prison setting and determine whether they are appropriate based on disciplinary record and mental health issues.
- F. Provide the appropriate passes and access to the designated class space for Outside Students and Instructors. INSTITUTION staff shall have access to the designated area where the class is taking place as necessary to comply with security protocol and observation as deemed necessary.

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

Both UNIVERSITY and INSTITUTION agree:

- A. INSTITUTION Managing Officer or their designee and the UNIVERSITY shall agree upon criterion for eligible Inside Students.
- B. INSTITUTION enters this MOU in reliance upon UNIVERSITY'S representation that it has the necessary expertise and experience to perform its obligations hereunder.

- C. Outside Students and Instructors shall comply with the respective administrative policies of the INSTITUTION and the UNIVERSITY. The INSTITUTION shall be responsible for conducting an orientation to inform Outside Students and Instructors visiting the prison of the INSTITUTION's existing rules, policies, and procedures that must be followed while participating in the learning experience. In accordance with the INSTITUTION's DRC Policy 39-TRN-12 (Contractor Training), the INSTITUTION shall provide an orientation with regards to safety and security procedures. The orientation covering INSTITUTION policies will be documented with a sign-off sheet for those Outside Students and Instructors who participate in the Course.
- D. Outside Students and Instructors shall acknowledge 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 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.
- E. Parties shall mutually agree to schedules and activities to implement this MOU that will not interfere with the primary mission of the INSTITUTION or the UNIVERSITY.
- F. Parties shall attend a closing ceremony at the INSTITUTION where each student will be presented a letter acknowledging their participation in the Course and a certificate mailed to their home or placed in their release file upon request. Closing ceremony programs and agenda shall be approved at the discretion of the Managing Officer/designee of the INSTITUTION.
- G. This MOU provides the minimum facets of the Course, but acknowledge that there is room for creativity and program expansion given the unique nature of each prison if mutually agreed upon between parties.
- H. Inside students are not eligible for academic credit for the Course.
- I. There is no cost to INSTITUTION for the program.
- J. Neither the UNIVERSITY, nor 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 INSTITUTION as a result of any work performed pursuant to this MOU.
- K. The Parties agree that the academic calendar observed by the UNIVERSITY shall be observed by Students and Instructors assigned to the INSTITUTION in the

Course. When the INSTITUTION observes holidays, the Parties shall make appropriate revised schedules for classes.

L. 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.

M. Inside Students and Instructors shall agree to abide by the Ohio Department of Rehabilitation and Corrections' Media Policy 01-COM-09 and shall refer all inquiries and requests to the Ohio Department of Rehabilitation Office of Communications staff.

5. **TERMINATION**

The UNIVERSITY and the INSTITUTION shall have the right to terminate this MOU with at least a thirty (30) days 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: Barbara Fultner, Ph.D.
Title: Professor and Chair
Department: Philosophy
University: Denison University
Address: 100 West College Street
Granville, OH 43023

If to the INSTITUTION:

Ohio Department of Rehabilitation and Correction
Attention: Education Administrator
4545 Fisher Road, Suite D
Columbus, OH 43228

7. **MODIFICATION**

Either party to this MOU may, in writing, request a modification or amendment to this MOU. Such modification or amendments to this MOU shall become effective only when signed and dated by both parties.

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.

10. **DRUG FREE WORKPLACE**

UNIVERSITY agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all UNIVERSITY employees, while on State property in connection with or during their participation in activities related to this MOU, will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

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

Denison University
UNIVERSITY NAME
Inside-Out Program

Name Kim Coplin
Title Provost

7/24/19
Date

STATE OF OHIO
OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

Mark Cook
Institution Managing Officer

7/25/19
Date