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COMMONWEALTH OF VIRGINIA
THROUGH THE
DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VIRGINIA 23225
MEMORANDUM OF AGREEMENT

Memorandum of Agreement Number: DCE-19-03

I. PARTIES TO THE MEMORANDUM OF AGREEMENT: This Memorandum of agreement, hereinafter referred to as “MOA” is entered into this 1st day of June, 2019, by Southside Virginia Community College, hereinafter called “SVCC” and Commonwealth of Virginia through the Department of Corrections, Division of Education, hereinafter called the “DOC.”

II. PERIOD OF MOA: From June 1, 2019 through May 31, 2020 and renewable in accordance with Section V. Paragraph I.

III. PURPOSE:
Southside Virginia Community College (SVCC), in cooperation with the Virginia Department of Corrections, Division of Education (DOC), operates a “Campus Within Walls” college program within the grounds of the Lunenburg Correctional Center located in Victoria, Virginia. The goal of the program is to educate college-ready offenders, giving them the opportunity to attain college credentials while incarcerated. The effect of such an education will mean better preparation for reentry for the offenders, thus improving their chances for success upon release. The attainment of college credentials by offenders has been proven to reduce the likelihood of recidivism, which costs the Commonwealth of Virginia millions of dollars annually.

Both partners will work seamlessly to ensure success of the program by offering their expertise and resources. The partnership will be guided by this Memorandum of Agreement which generally enumerates the responsibilities for each partner to this program with the goal of providing qualified offenders an opportunity to attain college credentials while incarcerated.

IV. SCOPE OF SERVICES:

Southside Virginia Community College shall:

- Provide faculty and administrative support necessary to offer college courses in the Campus Within Walls program. Such academic services include placement testing, registration, and academic advising of offenders within the program.

- Provide materials (textbook and technology resources) as deemed necessary and appropriate for the needs of the college and the needs of the students.

- SVCC will charge tuition (per credit hour), along with technology, activity, and service fees.

- Structure the course schedule to allow college-ready offenders to attain a certificate or an Associate Degree within a reasonable timeframe (typically, two years for certification and five years for Associate Degree). Course schedules will be determined by the partners and will not
necessarily adhere to a typical college semester schedule of fall, spring, and summer semesters only.

- Support veteran eligible college students and certify their attendance with the U.S. Department of Veterans Affairs.

- Conduct graduation within DOC's schedule.

The Department of Corrections will:

- Provide adequate space to conduct college classes within Lunenburg.

- Support enrollment in the “Campus Within Walls” program by identifying and certifying eligible offenders.

- Ensure that participants have sufficient time for use of library resources and to work in study groups which may be required by the intensive and accelerated curriculum. Restrictions may apply due to Institutional Emergencies.

- Ensure that a dedicated “Campus Within Walls” educational housing unit is utilized at Lunenburg. Except when security deems other use for space in the 4A housing unit is necessary, housing in said unit will be limited to those offenders who are either participants or teaching assistants in the “Campus Within Walls” and GED programs. Current and new college students should be given priority, followed by offenders identified as prospective college students in the GED program. Educational housing will be encouraged for all college students; exceptions will be made on a limited basis for offenders who make a valid request to the education department for approval.

- Allow for the implementation of “Learning Communities” undertaken by SVCC. A learning community is considered to be a group of people who share common academic goals and attitudes and who meet semi-regularly to collaborate on classwork. This provides for a cohort-based, interdisciplinary approach to higher education. The learning community model will be supported by the use of the dedicated educational housing unit (at Lunenburg), and the ability to participate in a study hall session on a weekly basis at Lunenburg.

- Work with the college to develop a plan so that the accelerated class schedule can be adjusted when lockdown occurs.

- Administrators will work to limit transfers of participants in good standing out of the facility while they are participating in the “Campus Within Walls” program at Lunenburg.

- Inform offenders of college program and eligibility requirements and transfer interested offenders eligible for housing at the LUCC security level (based on acceptable guidelines to be established by DOC).
• Expedite special visitor requests for outside foundations, agencies, and/or professional journalists who wish to visit Lunenburg to view the “Campus Within Walls” program in operation.

• Work with SVCC to develop a process to follow “Campus Within Walls” participants after release regarding recidivism rates and/or job placement.

Both SVCC and DOC will share information concerning federal, state, local and private grants, and scholarship funding which may support the “Campus Within Walls” program financially. In addition, the partners agree to support each other’s pursuit of alternative funding sources by offering letters of support, sharing data, and providing technical assistance with the writing of grant and/or foundation applications.

V. TERMS AND CONDITIONS:

A. AUDIT: The Provider shall retain all books, records, and other documents relative to this MOA for three (3) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The DOC, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. APPLICABLE LAWS AND COURTS: This MOA shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Provider shall comply with all applicable federal, state, and local laws, rules and regulations.

C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the DOC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this MOA.

D. CANCELLATION OF MOA: All parties involved reserve the right to cancel and terminate this MOA, in part or in whole, without penalty, upon thirty (30) days written notice. Any MOA cancellation notice shall not relieve the parties of commitments made through the cancellation date.

E. CHANGES TO THE MOA: The parties may agree in writing to modify the scope of the MOA. Any changes to this MOA including any increase and/or decrease to price shall be based upon mutual agreement of both parties and shall be in the form of a written modification prior to the implementation of said change.

F. CONFIDENTIALITY: The Providers will jointly ensure that referred offender information is handled in accordance with procedures established by the Federal Confidentiality Regulations, 42 C.F.R., Part 2. In addition, both parties agree to adhere to all other Federal and State laws and regulations regarding confidentiality of referred offender information. The Parties will have offenders sign the appropriate release of information documents.

G. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:
The Providers assure that information and data obtained as to personal facts and circumstances related to referred offenders will be collected and held confidential, during and following the term of this MOA, and will not be divulged without the referred offender’s and the Purchasing Agency’s written consent and only in accordance with federal law or the Code of Virginia. Providers who utilize, access, or store personally identifiable information as part of the performance of an Agreement are required to safeguard this information and immediately notify the Department of Corrections of any breach or suspected breach in the security of such information. Providers shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Providers and their employees working on this project may be required to sign a confidentiality statement.

H. DRUG FREE WORKPLACE:
The parties acknowledge and certify that they understand that the following acts by the Provider, its employees, and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Provider further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of this MOA and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

The Provider’s employees assigned to this contract shall be subject to a pre-employment drug screening processed by the Provider. All MOA personnel shall be subject to a post-accident drug testing and testing where reasonable suspicion exists that the terms of this clause have been violated. In addition, Providers who work in correctional facilities, detention centers, diversion centers, probation and parole offices, and central or regional offices or with referred offenders, shall be subject to random urinalysis testing. All required drug testing shall be paid for by the Provider.

I. RENEWAL OF MOA: This MOA may be renewed by written agreement of both parties. The maximum term of the MOA with all renewals shall not exceed five years. Any changes to this MOA including any increase and/or decrease to price shall be based upon mutual agreement of both parties and shall be in the form of a written modification prior to the implementation of said change.

J. IMMIGRATION REFORM AND CONTROL ACT OF 1986:
By entering into a written MOA with the Commonwealth of Virginia, the Provider certifies that the Provider does not, and shall not during the performance of the MOA for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

K. FRATERNIZATION PROHIBITION:
The Contactor’s staff assigned to provide services to the Department of Corrections shall not interact with offenders in an unprofessional manner. Example of unprofessional behavior include, but are not limited to, non-work-related visits between the offender and Contractor staff and engaging in romantic or sexual relationships with offenders, and fraternization as defined by DOC.

L. PRISON RAPE ELIMINATION ACT (PREA):
Contractors and Contractors’ staff, who are providing services to the Virginia Department of Corrections, and who have any level of interaction or potential for interaction with inmates shall review the Prison Rape Elimination Act (PREA) \(\text{http://www.vadoc.virginia.gov/procure/}\). Contractors and Contractors’ staff must receive training (at the Agency location where services are to be performed) on their responsibilities, under PREA including the Agency’s sexual abuse and sexual harassment prevention, detection and response policies and procedures (including reporting). Contractors and Contractors’ staff agree to abide by the Agency’s zero-tolerance policy regarding fraternization, sexual abuse and sexual harassment, and the obligation to report incidents.

PRINTED NAME: Dr. Al Roberts
TITLE: President
DATE: 

PRINTED NAME:  
TITLE: Warden
DATE: 6/27/1

PRINTED NAME:  
TITLE: Buyer Specialist
DATE: 9/17/19