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**MEMORANDUM OF UNDERSTANDING
BETWEEN
[STATE] DEPARTMENT OF CORRECTION
AND
[PROGRAM AND INSTITUTION NAME(S)]**

Key Terms:

Accreditor – An agency or association recognized by the U.S. Secretary of Education under the Higher Education Act, which determines the quality of education or training by an institution, or a program offered by an institution.

Accreditation – The status of public recognition that a nationally recognized Accreditor grants to an institution or educational program that meets the agency’s established requirements.

Higher Education Institution (HEI) - An institution of higher education, a proprietary institution of higher education, or a postsecondary vocational institution.

Department of Correction(s) (DOC) - an agency who approves and oversees the safety, security, and coordination of the Higher Education Institution (HEI) provider’s operations within the carceral setting.

Federal Pell Grant (“Pell”) – an entitlement grant provided to students based upon income (need), institutional cost of attendance (COA), and enrollment intensity (full-time, three-quarter time, half-time, less than half-time)

United States Department of Education (ED) – the agency of the federal government that establishes policy for, administers, and coordinates most federal assistance to education under the Higher Education Act of 1965 and its programs, including Title IV Student Financial Assistance and Pell Grants for Prison Education.

This Agreement is entered into by [Program Signatory], [Program Signatory Title], on behalf of [Program and Institution Name] (hereinafter “[Abbreviated version of Program and Institution Name]”), and [DOC Signatory], [DOC Signatory Title], on behalf of [State DOC] (hereinafter “[Abbreviated DOC Moniker]”). Unless otherwise stipulated below, this MOU will first be reviewed two (2) years after its execution to ascertain the extent to which both parties are facilitating educational opportunities that are in the best interest of students. Additional evaluations of partnership and student success may happen anywhere from one to six years after the first review and should be decided upon by both [Abbreviated Program Name] and [Abbreviated DOC Moniker].

[Abbreviated Program Name] intends to provide educational opportunities to students residing in [Facility Name(s)]. Below, please complete the descriptive matrix for all courses/credentials you plan to run between now and the next MOU review.

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Parties hereto agree as follows:

I. Purpose

The purpose of this agreement is to establish the policies and procedures for the implementation and operation of educational programming provided by [Abbreviated Program Name] to residents at facilities approved by [Abbreviated DOC Moniker]. This Memorandum of Understanding (MOU) outlines the responsibilities of [Abbreviated Program Name] and [Abbreviated DOC Moniker] in facilitating the provision of said programs in alignment with all federal, state, and professional organizational accreditation guidelines for both [Abbreviated Program Name] and [Abbreviated DOC Moniker]. Any changes or other adjustments made prior to the review for renewal should be made in writing and included as an ad hoc amendment.

II. Term of Agreement

This Agreement will begin upon full execution by both parties and will terminate upon thirty (30) days written notification by either party. Neither party may terminate this MOU without notice unless, in the opinion of [Abbreviated Program Name] and [Abbreviated DOC Moniker], the safety of the staff, volunteers, or residents is in immediate jeopardy. Pursuant to [insert legislation link], any program cancellation must be presented to the stakeholder council [insert legislation link] with rationale provided in writing.

III. Amendment

This Agreement may be amended at any time by mutual written authorization of both parties.

IV. Funding

Unless otherwise specified, [Abbreviated DOC Moniker] will not receive funding from [Abbreviated Program Name] for the provision of educational programming. If there is a financial agreement in place between [Abbreviated Program Name] and [Abbreviated DOC Moniker], please outline the details in the lines below. Please type your response.

V. Responsibility of Parties

A. [Abbreviated Program Name] agrees to:

1. Designate one employee to act as liaison between [Abbreviated Program Name] and [Abbreviated DOC Moniker].
2. Provide approved and accredited academic courses to residents at [Full Facility Name(s)], facilities that fall under the auspices of [Abbreviated DOC Moniker]. Such programming shall utilize [Abbreviated Program Name]’s curriculum, a suite of programs and pathways that have been approved by [National and/or Regional Accreditor].
3. Recruit, train and supervise course instructors to facilitate program provision. This training should include Compliance Site Training, any relevant campus-based training that is unique to [Abbreviated Program Name], and professional development.

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4. Recruit student participants. Pursuant to the [Higher Education Act of 1965](#), 20 U.S.C. § 1011 [DC1] *et seq* (as of December 2022), no student shall be discriminated against for admission purposes.

a. The applicant pool shall be determined by the [Abbreviated DOC Moniker] with attention paid to adhering to federal guidelines.

b. [Abbreviated Program Name] will finalize participating students in collaboration with [Abbreviated DOC Moniker] with [Abbreviated Program Name] making final admission decisions.

5. Communicate during the academic period (semester/terms/quarters/trimesters) with [Abbreviated DOC Moniker] liaison if and when students voluntarily drop courses. Pursuant to (CITE), both [Abbreviated DOC Moniker] with [Abbreviated Program Name] will compile data on students who have voluntarily stopped out, providing reasons for the cessation of their educational program, as well as those who have been involuntarily transferred to a unit or facility where educational programs are not available.

6. Submit a list of all items to be conveyed into the facility to the [Abbreviated DOC Moniker] liaison or their designee in a timely fashion. All items conveyed into the correctional facility are subject to prior approval by [Abbreviated DOC Moniker].

a. This list can include, but may not be limited to:

i. Required (text)books

1. Provide title, author, and purchaser links to [Abbreviated DOC Moniker] in a timely manner.

ii. Supplies

1. A sample of potential supplies is below:

a. Pens

b. Pencils

c. Calculators

d. Composition notebooks

e. Folders

f. Highlighters

Items equipped with the capability to record (either visual or audio) will require prior written approval of DOC leadership. Additional requests for technology access, pursuant to guidelines provided by the United States Department of Education (ED), should adhere to the following:

iii. Follow a process clearly outlined in writing by the [Abbreviated DOC Moniker]. This process should be provided in writing to all HEP programs for accountability purposes.

iv. Include [Abbreviated DOC Moniker] Information Technology representation.

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- v. Provide an explanation of why the technology is necessary, expectations around how and where the technology will be used, and any consequences for student or program misuse.
- 7. Collaborate with [Abbreviated DOC Moniker] to decide how student services are/will be provided to current and future students.
 - a. In order to improve student outcomes, HEIs are required, by law, to provide student services including, but not limited to, tutoring, counseling, academic advising, and career counseling, disability services.
 - b. All potential facility space should be leveraged to provide as much opportunity for Section V. A. 7(a).
- 8. For programs leveraging Pell for student matriculation, all Title IV eligibility requirements must be met in order to maintain accreditation approval for both the institution and the program being into [Abbreviated DOC Moniker].
- 9. Create an academic grievance process through which students may appeal a class or assessment grade/score.
 - a. This process should be provided to students in the form of a Student Handbook
 - b. This process should be created by stakeholders (academic and corrections) and made widely available to students, program volunteers and staff, and corrections staff and leadership.
- 10. Provide end of semester student evaluations
 - a. The course instructor MAY NOT be the person who either disseminates or collects the evaluations.
 - i. Electronic evaluations, and the process to complete them, should adhere to all policies mentioned within this MOU.
 - ii. If the evaluations are handed out physically, [Abbreviated Program Name] will provide an objective stakeholder to administer and collect the materials.
- 11. Sponsor a program completion celebration (i.e. graduation) as students satisfactorily complete [Abbreviated Program Name]’s credential pathway.
- 12. Innovate pathways to internships/externships/apprenticeships with faculty that could lead to publication.
 - a. Collaborate with [Abbreviated DOC Moniker]’s Chief Information Officer, or similarly positioned title/role.
 - b. Said collaboration should yield a protocol for the circumstances under which student work can be published as part of a student’s academic plan and program completion, as is relevant and determined by [Abbreviated Program Name] and what happens with “on-campus” students.
- 13. Provide a Pathway Navigator, or similarly titled individual, who will assist students near release with transitioning to campus.
 - a. [Abbreviated Program Name] should be aware of any ways in which they discriminate against applicants with conviction backgrounds.

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- i. Criminal justice involvement questions on any institutional admission applications
- ii. Explicit bans on being an “on campus” student as a result of conviction.

B. [Abbreviated DOC Moniker] agrees to:

1. Allow [Abbreviated Program Name] staff and volunteers, who have met all safety and security guidelines and are appropriately credentialed (based upon guidelines outlined for the maintenance of national and/or regional accreditation), to deliver course content.
2. Provide adequate space within relevant facilities to accommodate the efficient operation of the program. Some examples of space to which this section applies are as follows:
 - a. Traditional classrooms
 - i. Adult Basic Education (ABE)/GED rooms
 1. This may require [Abbreviated DOC Moniker] to shift policy related to individual teachers/instructors who do not want their classrooms used in their absence.
 - ii. Vocational rooms
 - b. Mess/chow halls/cafeterias
 - c. Libraries
 - d. Multipurpose room
3. Provide data to [Abbreviated Program Name], as requested and as required by applicable federal and state laws/statutes. These data should be remitted in a timely manner, especially when connected to federal and state deadlines for reporting. [Note – a separate Data Sharing Agreement between the DOC and HEI will have to be created.]
4. Select/Approve the initial applicant pool and provide [Abbreviated Program Name] with a clearly outlined process that highlights how students were eligible to be in the applicant pool. Final selection of students is the express responsibility of [Abbreviated Program Name], who will let [Abbreviated DOC Moniker] know of the students ultimately selected to participate in program coursework.
5. Notify [Abbreviated Program Name] as soon as possible of any operational circumstances that will impact scheduled activities. Work with [Abbreviated Program Name] to reschedule canceled programs/classes to meet required seat time/credit hours. These circumstances can include, but are not limited to:
 - a. Facility-wide lockdowns
 - b. Housing Unit lockdowns
 - c. Individual students who were sent to isolation (segregation, solitary confinement, etc.)
6. Track education and enrollment data along the following metrics:
 - a. ABE/GED courses
 - i. Also applies if the HISET is used in the state
 - b. All postsecondary programs

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- i. Pell
 - ii. Non-Pell
 - c. Postsecondary waiting list length
 - d. To include rationale of why the student is on the waitlist
 - e. For equity purposes, data should be disaggregated by education levels, race/ethnicity, age, and gender identity
- 7. Revisit and consider any relevant changes to rules about in-cell storage to ensure students can keep materials as references as they matriculate and, eventually, complete programs.
- 8. Conduct regular Site Orientations for new volunteers or program staff
- 9. Ensure that students with disabilities, pursuant to the Americans With Disabilities Act, can be provided with necessary, and legally binding, accommodations
- 10. Review materials lists provided by [Abbreviated Program Name] prior to the start of the semester. Any materials that may conflict with facility safety/security measures may be denied.
 - a. Denials should be in writing and provide three examples of where the material (text, article, etc.) compromises facility safety
- 11. Collect and verify that students requiring a secondary credential have one that is readily accessible.

VI. Program Operation and Student Eligibility

- A. HEIs interested in providing educational opportunities should see and complete Table 2 and Table 3 [question – are there templates for Tables 2 and 3?] prior to submitting this MOU for execution.
- B. Provision of Community-Based Services
 - b. Upon release to the community, [Abbreviated Program Name] will attempt to continue the participant’s engagement in academic pursuits by providing educational consulting services to students who wish to enroll in a postsecondary institution to complete their degree. [Abbreviated DOC Moniker] shall not be obligated in any way to assist in provision of these services.

VII. Confidentiality of Participants

[Abbreviated Program Name] and its affiliates will respect the confidentiality of all program participants. All screenings/assessments, test results, and/or participant data will be free of identifiers. Any data retained because of this programming will be stored in accordance with all record retention policies for the storage of confidential information, in accordance with state and federal laws and regulations.

VIII. Points of Contact

[Abbreviated DOC Moniker] Contact: [Abbreviated Program Name] Contact:

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