



MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING (the "Document") made as of January 20, 2025 (the "Commitment Date"), will be executed upon endorsement by both the Board of Regents of the Nevada System of Higher Education, on behalf of **Truckee Meadows Community College** and the **Washoe County Sheriff's Office**. BETWEEN:

Washoe County Sheriff's Office (WCSO), 911 E Parr Blvd, Reno, NV 89512 (775) 328-3001

Represented by Sheriff Darin Balaam (the "Program Partner")

AND

The Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College (TMCC), 7000 Dandini Boulevard, Reno, NV 89512 (775) 673-7111

Represented by Dr. Karin Hilgersom, President, TMCC (the "Program Lead", collectively hereafter, the Parties")

BACKGROUND AND PURPOSE:

WCSO and TMCC aim to reduce recidivism by offering educational opportunities to adult detainees at the Washoe County Detention Facility (WCDF). This agreement outlines the management of Adult Basic Education (ABE) programs at the WCDF.

Access to education programs during incarceration has been shown to reduce recidivism due to:

- Increased Employment Opportunities and Earning Potential Post-Release
- Improved Critical Thinking and Problem-Solving Skills
- Access to Additional Education and Training

Project Purpose:

- **Program services are designed to serve the Washoe County community by:**
 - assisting detainees in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency;
 - helping detainees who are parents or family members to receive the education and skills that:
 - are essential to becoming full partners in the educational development of their children; and,
 - lead to sustainable improvements in the economic opportunities for their family;
 - assisting detainees in attaining a secondary school diploma and in the transition to post-secondary education and training, including through career pathways;

- piloting short-term certificate industry-based training opportunities while building foundational skills.
- **Adult Education means academic instruction and education services below the post-secondary level that increase a detainee's ability to:**
 - read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent;
 - transition to post-secondary education and training; and
 - obtain employment.

Roles and responsibilities:

Joint Responsibilities and Ventures:

The Parties hereby agree to support the Program from the time of January 20, 2025, to June 30, 2026, hereto called the "period of performance." The respective Parties will maintain open, consistent communication, each functioning in their mutually agreed upon roles of expertise as defined below:

- TMCC and WCSO mutually agree to the following:
 - Assign staff that meets regularly to exchange pertinent information regarding regulations and policies.
 - Share the responsibilities in developing instructional calendars that complies with all labor agreements and addresses the unique challenges related to delivering vocational and academic education in a prison setting. The instructional calendar could include Saturday classes and extended workdays, as needed and as staffing and scheduling allows.
 - Conduct joint facility needs assessment, planning and implementation, and evaluation activities.
 - Share applicable detainee/student information consistent with rules and regulations dealing with confidentiality.
 - Share the responsibility for providing technical assistance in the development, implementation and evaluation of effective programs.
 - Disseminate this MOU to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the MOU.
 - Jointly develop transition strategies to assist detainees/students exiting the facility with their next placement. The transition strategies may include job placement and/or placement at Truckee Meadows Community College campus.
 - To the extent possible, the assignment of instructional personnel to the program will be discussed prior to making the assignment final.
- **TMCC Adult Basic Education**, will administer grant-based services at the WCSO consisting of the following, based on need:
 - To follow and complete all necessary background checks, WCSO badge/safety trainings to gain entry into the facility, with the understanding that this could take up to 90 days.
 - To provide training for WCSO staff and proctoring (as needed) of state approved Assessment of Basic Skills to ensure that detainees have at all times the ability to determine eligibility of services via paper or computer-based assessments.
 - To provide all instructional recordkeeping functions related to attendance, progress and transcript history and compile all information pertinent to a detainee's educational history as an academic record with may include:
 - Pre-test results
 - Progress test results
 - Education Assessment Questions for Risk Assessment (attachment #1) or other intake documentation

- A copy of GED/HiSET official and practice testing results
 - Copies of institutional certificates earned (certificates of participation and certificates of course completion, etc.)
 - Copies of state licenses or nationally recognized certifications
 - Progress reports or Formative Assessments
 - Copies of Diplomas earned
 - Any other information deemed pertinent to the education of the detainee.
 - To offer academic programming (math, reading, and writing) for the purpose of attaining a High School Equivalency (HSE) Diploma or to improve English skills. Instruction will be specific to the needs of the assessed detainee and developed with College and Career Readiness Standards (CCRS) as adopted by the Nevada Department of Education (NDE) in 2014.
 - Provide compensation for part-time instructor(s) at their regular rate of pay and to maintain professional standards at all time in the delivery of instruction for men and women detainees.
 - Provide a course outline with required hours of instruction by subject area.
 - Provide informal assessments to determine the detainee's ability to progress and official testing.
 - Provide resources and guidance that will support the following additional academic activities:
 - Volunteer tutoring services with approved academically aligned materials managed by approved and authorized detainee(s); and
 - Asynchronous instructional materials that can be used to accumulate instructional hours in the preparation for the High School Equivalency testing.
 - Provide appropriate accommodations as needed with documentation to support Americans with Disabilities Act (ADA) for detainees based upon the case plan and staffing availability.
 - Recommend, review and track proxy hours for any academically approved asynchronous assignments completed by the detainee.
 - To pilot, as programming space and staffing allows, career and technical education programming in combination with basic adult education instruction.
 - WCSO and TMCC can limit the number of available seats based on safety and prior contractual obligations. All detainees that meet behavior level criteria, determined by WCSO, and literacy and numeracy levels criteria, determined by TMCC would be eligible for the program.
 - Provide compensation for part-time instructor(s) at their regular rate of pay and to maintain professional standards at all time.
 - Provide a course outline with required hours of instruction by subject area with appropriate supplemental resources.
 - Provide appropriate accommodations as needed with documentation to support Americans with Disabilities Act (ADA) for detainees based upon the case plan and staffing availability.
 - Provide funds to cover the workforce training and materials needs of the vocational programming through grants, third party or other resources.
 - To participate in at least one (1) graduation ceremony each year. The ceremony may include detainees who have achieved a high school credential, obtained a degree, or a career technical certification or license. Completers of a high school equivalency are eligible to receive TMCC incentives to continue their education.
- **WCSO** functions as the facility partner, engaging in activities to promote the success of detainees until release, and provide access for TMCC staff to perform its role at the facility. **WCSO** will provide the following:

- To provide onboarding of TMCC staff, within thirty (30 days) of placement, WCSO policies and procedures associated with providing onsite services including security protocols, IDs and access procedures.
- To maintain responsibility and make final decisions relative to the detainee's care, to include: security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision of educational programming detainees.
- To provide facilities, including utilities and maintenance to house the educational programs, and provide reasonable protection to TMCC property.
- To screen incoming detainee to determine educational level and academic or vocational programming need which would include:
 - Complete the Education/Vocational Intake Assessment form (attachment #1). If unable to complete the form for any reason a staff member will assist with the process.
 - Complete the Nevada Department of Education approved test of basic skills including locator and recommended level as trained by TMCC staff.
 - Obtain a written release to request each detainee's high school transcript/diploma, or verification of HSE credential. Other school records may be requested if those records would assist education programming such as an Individual Education Plan (IEP); If the detainee refuses to participate in any or all parts of the education intake process, obtain a signed refusal form.
- To advise each detainee of educational opportunities available within the correctional system and actively recruit of the offender population detainees with an average offender length of stay of fifty (50) days or longer and/or to select detainees that are committed to complete a minimum of ten (10) clock hours per term.
- Maintain a waiting list for educational programming for each class by reviewing the intake documentation and place detainees on the appropriate wait list. The staff shall call inmates when a space is available for academic classes based on the priority date and sufficient time to complete the course of instruction or to make a significant gain. Staff may take into consideration additional criteria when filling available spots.
- If the vocational programming requires access to specialized equipment for the certification, assessment and/or licensure to provide secure transportation to and from an approved site that the detainee can access to demonstrate proficiency.
- To provide regularly and consistent proctored testing administration of the high school equivalency assessments based on calendared events.
- Shall receive, review and maintain all detainee educational records. Staff shall review the daily report for entry and exit information in order to determine who has transferred and shall compile on a weekly basis any educationally pertinent materials for placement in the detainee's file.

Student Records

To the extent this Document contemplates that TMCC will disclose any student record to Program Partner or any other third party, TMCC must first obtain written authorization from the student before disclosing any such records.

Duration of the MOU

This MOU between **Washoe County Sheriff's Office** and **Truckee Meadows Community College** is applicable from the date all Parties sign and will continue until edited, dissolved after the period of performance and or renewed for extension with updated terms as needed and all Parties acknowledge such renewal with signature. Notwithstanding

the foregoing, this Agreement will automatically terminate five years after it is fully executed, unless earlier terminated. Either party may terminate early with 120 days' written notice to the other party.

Non-Binding

This document does not create a binding agreement between the Parties. The terms and conditions of any future agreement will supersede any terms and conditions contained in this document. The Parties are not prevented from entering into negotiations with other third Parties with regard to the subject matter of this document.

Dispute resolution

If a dispute or difference arises between the Parties out of or in connection with this MOU, either party may give the other a written or electronic notice specifying the dispute or difference.

Within 3 business days of the date of the dispute notice, a person holding a position of senior management of each party must meet and undertake negotiations in good faith and on a without prejudice or biased basis with a view to resolve the dispute or difference.

Variation

The Parties may agree to vary any components of this MOU. Such agreement must be in writing, either by mail or electronically, and signed by the Parties.

Advertising and announcements

Unless required by law, an announcement, circular, or other public disclosure including promotional materials such as newsletters, brochures, flyers or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by the Parties without mutual consent and/or legal cause.

Confidentiality

The Parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU may be confidential and, unless required by law, must not be disclosed to a third party except with the written consent of the disclosing party.

The Parties recognize that their services are complementary to each other and that in working together, proprietary information may be revealed between them. Proprietary information is not permitted to be shared with third Parties outside of this MOU unless expressed consent is provided in writing.

Limited Liability and Indemnification

Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

Contract liability of both parties shall not be subject to punitive damages. Neither party waives any right or defense to indemnification that may exist in law or equity.

Insurance

The parties to this MOU shall procure and maintain, during the term of this MOU, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.

Notice

All notices and other communications required or permitted under this MOU must be in writing and must be sent to the party at the party's address set forth below:

Washoe County Sheriff's Office Attn: Sheriff
911 Parr Blvd
Reno, Nevada 89512

Attestation

This Document accurately reflects the understanding between the Parties, as attested by the signature below:

Washoe County Sheriff's Office
Representative: Sheriff Darin Balaam

Signature

Date

**The Board of Regents of the Nevada System of Higher Education, on
behalf of Truckee Meadows Community College**
Representative: Dr. Karin Hilgersom, President

Signature

Date