

**North Dakota Department of Corrections & Rehabilitation Generating Access
To Education (GATE) Initiative
MEMORANDUM OF UNDERSTANDING (MOU)
Among
The North Dakota Department of Corrections & Rehabilitation
The North Dakota University System
The Bank of North Dakota**

1. Lead and Partner Organizations

- a. This memorandum of understanding (MOU) involves the **Department of Corrections and Rehabilitation (DOCR)**, the **North Dakota University System (NDUS)**, and the **Bank of North Dakota (BND)**.
- b. This MOU provides the framework for the cooperation among the three organizations to support an education initiative within the DOCR to provide qualifying DOCR employees an opportunity to attain a General Education Associate of Arts Degree via online curricula in an effort to enhance the professional level of employees of the DOCR, reduce turnover, and as an incentive in recruiting employees of the DOCR.

2. TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect for a period of **24 months** beginning **July 1, 2015**, and expiring **June 30, 2017**, subject to such extensions and renewals for additional periods as may be agreed upon in writing between the three parties. At least six months prior to the expiration of this agreement, the parties shall confer to review the progress and success of the agreement and determine whether the agreement will be extended. This MOU may be terminated at any time by written notification from any party to the other parties.

3. PROJECT RESPONSIBILITIES

- a. The DOCR shall be responsible for the following project requirements:
 - 1) Develop policies to support the continuing education of individuals eligible for the Associate of Arts Degree Program, including funding structure;
 - 2) Provide employees access to a computer to access on-line courses offered through NDUS;
 - 3) Provide a mentor to the participating student to assist the student's educational experience;
 - 4) Organize and support study groups for interested students;
 - 5) Promote employee participation in the program;
 - 6) Monitor student progress.
- b. As the exclusive educational provider, NDUS shall be responsible for the following project requirements:
 - 1) Provide college entrance advisement and assessments;
 - 2) Enroll the student in accordance with NDUS policies;
 - 3) Establish a home campus with the student so the student may receive student services, library services, advisement and other NDUS services;
 - 4) Advise students on financial aid opportunities;
 - 5) Use the NDUS Collaborative Student Model to support this initiative:
 - i. Students may register for courses from multiple institutions through a single institution;
 - ii. Students may receive financial aid package from multiple institutions during the same term;
 - iii. Students may access a single transcript from the home campus.
 - 6) Provide student access to the NDUS Learning Management System including any tutorials or supporting materials, software or services;
 - 7) Share information with the DOCR on student progress following the standards set forth by the Family Educational Rights and Privacy Act.
- c. The BND shall be responsible for the following project requirements:
 - 1) Advise students on available loan or grant programs as awarded by the student's home campus;
 - 2) Access to the bank's Grants and Scholarships research services through CIS staff or online;
 - 3) Consult and advise the DOCR on matters relating to future student funding opportunities.

4. INDEMNITY

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this MOU.

5. INSURANCE

All parties each shall secure and keep in force during the term of this MOU, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$250,000 per person and \$1,000,000 per occurrence.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

All parties agree to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. All parties agree to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. All parties shall have and keep current at all times during the term of this MOU all licenses and permits required by law.

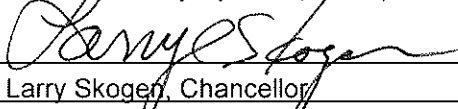
7. MERGER AND MODIFICATION

This MOU constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this MOU. This MOU may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

8. EFFECTIVENESS OF MOU


This MOU is not effective until fully executed by both parties.

STATE OF NORTH DAKOTA
North Dakota University System (NDUS)

Its: 
By: Dr. Larry Skogen, Chancellor

Date: 6-8-15

STATE OF NORTH DAKOTA
Bank of North Dakota (BND)

Its: 
By: Eric Hardmeyer, President

Date: 6-2-15

STATE OF NORTH DAKOTA
Department of Corrections & Rehabilitation (DOCR)

Its: 
By: Dave Krabbenhoff, Director of Administration

Date: 6-10-15