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07/27/2010 11:12 AM Deputy: GB

OFFICIAL RECORD

Requested By:
DC/JPO

Assessor's Parcel Number: N/A

Date: JULY 27, 2010

Recording Requested By: _____

Name: VICKI, JPO

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0710 PG- 4808 RPTT: 0.00



MOU #2010.176

(Title of Document)

FILED

NO. 2010.176
2010 JUL 27 AM 10:14

MEMORANDUM OF UNDERSTANDING FOR INSTRUCTIONAL SERVICES

TED THIRAN
CLERK

This memorandum of understanding (MOU) is made and entered into this 13th day of July, 2010 by and between the Douglas County School District ("District"), a political subdivision of the State of Nevada, and the Ninth Judicial District Court and Tahoe Detention Center ("Court/TDC"). Pursuant to NRS 388.550 with the approval of the juvenile court and the board of county commissioners, the board of trustees of a school district may employ necessary legally qualified teachers for the instruction of children detained in a facility for the detention of children..."

Recitals

The parties desire to provide for the education of juveniles detained in the Tahoe Detention Center (TDC). The TDC and the District find it mutually beneficial to have the educational functions serviced by the District and the detainee treatment functions serviced by the TDC. Certain functions of the program may require the combined and coordinated efforts of the TDC and the District.

The TDC is designated by the Court to provide for the health, safety, welfare, and supervision of youth detained in its facility. The Superintendent of the Douglas County School District or designee has primary authority over the educational program, teachers and other educational personnel assigned by the District.

The educational program at TDC provides interim instruction to students for their length of stay. Such students remain enrolled in their District operated school unless a valid court order provides for placement at another facility.

Memorandum of Understanding (MOU)

In consideration of the terms, conditions and covenants set forth below, the parties agree as follows:

The District agrees to:

1. Provide appropriate educational services, as determined by the Superintendent or designee, for all students while detained at TDC. This includes providing an appropriate course of instruction with the necessary textbooks, equipment, and supplies for instruction to students during a standard academic year, as determined by the District. Instruction will not take place on designated school holidays. Instruction provided outside of the standard school year, such as during the summer or during breaks, is optional in the discretion of the District.
2. The District will provide legally qualified District employees after conferring with the Chief Juvenile Probation Officer for the TDC.
3. The District agrees the educational personnel assigned to TDC will participate as needed in sharing information concerning student behavior, student attendance, and student academic progress with the TDC and the Court.
4. The District agrees to allow time for District educational personnel assigned to TDC to be provided with additional training that is deemed appropriate by the TDC for that position. Such training shall be provided by TDC in accordance with a mutual agreement between TDC and the District.
5. The District will provide educational personnel with non-negotiable expectations regarding instructor behavior, classroom management, instruction, assessment, work day, and employment calendar. The District shall provide the TDC a copy of these expectations.

The TDC agrees to:

1. The TDC will provide suitable and safe instructional facilities by providing:
 - a. classroom space for instruction, and
 - b. a location where educational materials can be safely and securely stored and educational personnel can complete planning and professional tasks.

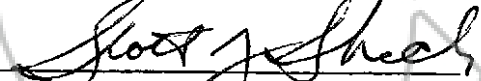
District personnel shall abide by all TDC and Douglas County policies and procedures with respect to use of TDC computers and equipment. The TDC will provide District personnel a copy of the policies and procedures.

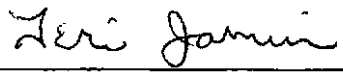
2. The TDC will provide all necessary detainee supervision and will have personnel available to assist instructors encountering severe student behavioral problems that may require the student's removal from a given class situation.
3. The TDC will provide appropriate security for the TDC facility, its equipment, and persons utilizing the facility. In the event of physical emergency, the Chief JPO, or designee, will have full charge of all staff, including educational personnel, in the execution of predetermined emergency action plans.
4. The TDC will provide District educational staff with a copy of appropriate detainee records and documents for school program and documentation purposes. TDC staff will get school assignments, as able, for students from school districts other than those enrolled as students in the District.
5. The TDC will assume responsibility for all medical attention and treatment and insurance associated with any student detainee's participation in school activities, and agrees to hold the District harmless against any liability which is not directly caused by the actions or omissions of the District's employees arising from the use of TDC facilities.

It is Mutually Agreed:

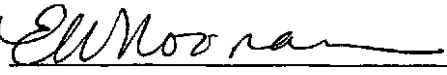
1. Each party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS, Chapter 41, from and against any liability arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents, and employees.
2. This agreement is effective from the date set forth above, and may be amended only with mutual consent of all parties being given in writing and signed by both parties no less than 60 days prior to any effective renewal date.
3. Either party may terminate this Agreement by giving the other party a minimum of 60 days' notice in writing.
4. If it is necessary to enforce the terms of this Agreement through legal action, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs to be set by the court.

Approved by:


 Chief Juvenile Probation Officer
 Juvenile Division


 President, Board of Trustees
 Douglas County School District


 9th Judicial District Court
 Department One Judge


 Superintendent,
 Douglas County School District


 Chairperson
 Board of County Commissioners



COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: July 27 2010
THAN Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Cheryl M. Mullock Deputy