




This Contract is entered into by and between the Parties shown below, in compliance with and pursuant to the authority specified herein. The provisions of this Contract will be interpreted in accordance with Texas laws. Venue for any court disputes is Travis County.

RECEIVING PARTY:	WINDHAM SCHOOL DISTRICT (Windham)
MAILING ADDRESS:	Windham School District
AND	P.O. Box 40, Huntsville, Texas 77340
STREET ADDRESS:	802 FM 2821 West, Huntsville, Texas 77320
PERFORMING PARTY:	Lee College (Institution)
MAILING ADDRESS:	168-C Colonel Etheredge Boulevard
AND	Huntsville Texas 77340
STREET ADDRESS:	
LEGAL AUTHORITY TO CONTRACT: Interagency Cooperation Act, Texas Government Code, Chapter 771	
CONTRACT TERM: Upon Signature of Both Parties through August 31, 2026	
TOTAL AMOUNT NOT TO EXCEED: \$682,526.00	
SUMMARY OF SERVICES: Postsecondary Institution will conduct postsecondary classes for students within the Texas Department of Criminal Justice (TDCJ).	
<p align="center">EXECUTED IN ONE ORIGINAL ON THE DATES SHOWN</p> <p align="center">OVERSIGHT AUTHORITY</p> <p align="center">TEXAS DEPARTMENT OF CRIMINAL JUSTICE</p> <p>BY: _____</p> <p align="center">April Zamora Division Director of Rehabilitation and Reentry</p> <p>DATE: _____</p>	

PERFORMING PARTY:	RECEIVING PARTY:
LEE COLLEGE	WINDHAM SCHOOL DISTRICT
BY: _____ Dr. Lynda Villanueva President	BY:  Robert O'Banion Chief Financial Officer
DATE: _____	DATE: <u>8/21/25</u>

This Contract is entered into by and between the State Entities shown below as “Contracting Parties,” pursuant to the authority granted and in compliance with the provisions of “The Interagency Cooperation Act,” Texas Government Code, Chapter 771.

I. INTRODUCTION

The nine-member Texas Board of Criminal Justice (TBCJ) is appointed by the governor to oversee TDCJ, which provides confinement, supervision, rehabilitation and reintegration of individuals in custody. TBCJ members also serve as Windham’s Board of Trustees. Windham was established in 1969 and codified in Chapter 19 of the Texas Education Code, with the responsibility of administering educational programs in TDCJ. Windham, being best suited to support postsecondary programs, is responsible for managing education contracts, purchasing, college and career readiness initiatives and access to students. For the purposes of this contract related to Pell grants, TDCJ remains the oversight entity for any final decisions related to approval for postsecondary institutions operating in TDCJ facilities and the Best Interest Determination using data, reports and information from Windham and the Texas Postsecondary Education Program Advisory Committee.

II. CONTRACTING PARTIES

The Receiving Party: Windham School District (Windham)

Oversight Authority: Texas Department of Criminal Justice (TDCJ)

The Performing Party: Lee College (Institution)

III. STATEMENT OF SERVICES TO BE PERFORMED

See Attachment A, Statement of Services to be Performed.

IV. BASIS FOR CALCULATING REIMBURSABLE COSTS

Payment for services rendered will be made in accordance with the Schedule of Tuition and Fees included as Attachments B-1 and B-2.

V. CONTRACT AMOUNT

The total amount of funds distributed by Windham under this Contract will not exceed \$682,526.00. It is the responsibility of the Institution to monitor the expended amount to ensure compliance. Any amount exceeding this Contract amount is not eligible for reimbursement by Windham.

VI. FUNDING FOR EDUCATIONAL SERVICES, MATERIAL, AND SUPPLIES

- A. The Institution will charge tuition and fees according to an agreed upon schedule. See Attachment B-1 for the cost of credit and developmental academic classes and B-2 for the cost of Career and Technical education (CTE) classes and B-3 for the itemization of CTE class fees. Only fees that are applicable for students within TDCJ will be charged. For tuition purposes, students are considered in-district students for all community college districts and in-state students for all state colleges and universities. The Schedule of Tuition and Fees will be paid at the in-district or in-state rate established by the Institution's board of trustees and will apply uniformly to all students, without regard to their residency status.
- B. The Institution must verify student eligibility for PSER funds prior to student enrollment. The cost(s) of academic or CTE classes will be paid to the Institution by PSER funds only if enrollment and/or payment eligibility qualifications are met prior to enrollment. In cases where PSER funds cannot be used for payment, the student may enroll only if all associated costs are paid from the student's personal funds, direct payment to the Institution, veterans' benefits, federal or state financial aid, or other grants or scholarships.
- C. The Institution is responsible for obtaining student authorization to borrow and use PSER funds, documented on the PSER Authorization Form, Attachment D-1. This form must be sent to the Windham College and Career Readiness department each semester.
- D. Students who use funds from their trust fund account to pay for tuition and fees must make their withdrawal form payable to the Institution. The amount paid by students directly to the Institution will appear as a credit on the billing data submitted to Windham by the Institution. Likewise, payments for tuition and fees made directly to the Institution on behalf of a student will appear as a credit on the billing data submitted to Windham by the Institution. Additionally, payments for tuition and fees made from veterans' benefits, federal or state financial aid or other college grants or scholarships will appear as a credit on the billing data submitted to Windham and must identify the funding source.
- E. The Institution will invoice Windham only for eligible students who are enrolled and attending as of the official class certification date each semester or enrollment period. Pro-rated charges prior to certification date are not allowed. Refunds for tuition and fees paid by personal funds or direct payment will be refunded in accordance with the Institution's tuition refund policy.

- F. Windham will not pay expenses associated with graduation (i.e., graduation or cap and gown fees).
- G. Invoices will be prepared by the Institution and submitted to the Windham College and Career Readiness department for eligible expenses for enrolled students. Billing packets for academic programs must be submitted separately from CTE programs for academic and CTE programs. Academic and CTE billings must be submitted within thirty (30) business days after the certification date for the academic semester or CTE enrollment period. The Institution must follow Windham Postsecondary Education Operating Procedures for proper billing steps. A billing invoice must be submitted to the Windham College and Career Readiness department, and include the following information: invoice number, a summary of the billing data (to include student names, TDCJ number, classes taken, method of payment), dates of service, semester, certification date, program provided, unit(s) being served and appropriate Institution signature. Billings for other eligible expenses should include an itemized list detailing the expense and the campus where the items were consumed or used.
- H. Invoices involving PSER funds for a fiscal year ending August 31, must be received on or prior to September 10, of the following fiscal year. Invoices received after September 10, will be reimbursed utilizing funds budgeted in the fiscal year the invoice was received.
- I. Windham will distribute funds under this Contract only upon receipt of a properly prepared invoice. Payment will be processed by Windham within 30 days from receipt of complete and finalized billing data.
- J. Textbooks, materials and supplies as defined in Attachment A must be billed to the student and included in the Cost of Attendance for financial aid purposes.
- K. The cost of equipment as defined by Attachment A will be billed to Windham and managed according to Attachment A.
- L. The Institution must budget a minimum amount of five thousand dollars (\$5,000.00) per CTE class, per year of the Contract, for updating, replacing and repairing equipment used in CTE classes. All items purchased must be coordinated through the Windham College and Career Readiness department. A copy of each requisition must be provided to the Windham College and Career Readiness Department.

VII. CONTRACT CHANGES AND MODIFICATIONS

This Contract may be modified or supplemented only by a written document signed by the authorized representatives of the Parties. Tuition or fee increases must be submitted 90 days prior to the beginning of the affected semester or enrollment period.

All reporting templates and postsecondary-related forms, including class schedules, plans, tuition and fee schedules, etc., are for information purposes and may be revised each semester or enrollment period through the notice process with written approval from Windham.

The Institution will prepare reports at as instructed in Section 11 of Attachment A, Statement of Services to be Performed. Reports must be submitted as follows:

- ## IX. TERM OF CONTRACT

X. RELATIONSHIP OF PARTIES

XI. NOTICES

Notices, contractual matters, and correspondence regarding this Contract will be addressed to the parties listed below. Correspondence requiring review by the oversight entity will be forwarded to TDCJ by Windham School District.

Windham: Windham School District
PO Box 40
Huntsville, Texas 77340

Attn: College and Career Readiness Administrator
or by email to:
postsecondary.business@wsdtx.org

Institution: Lee College
168-C Colonel Etheredge Boulevard
Huntsville Texas 77340
Attn: Donna Zuniga, Associate Vice President
or by email to: dzuniga@lee.edu

XII. DEFAULT AND TERMINATION

- A. In the event that the Institution fails to fulfill its contractual obligations as set forth herein, Windham will provide written notification to the Institution that a possible breach of Contract has occurred. The Institution will submit a mutually agreeable solution to Windham within 30 days of notification. If an agreeable solution cannot be reached within 30 days of notification, Windham reserves the right to terminate this Contract upon 30 days written notice.
- B. Either Party may terminate this Contract without cause upon 60 days prior written notice to the other Party. If either Party gives such notice after classes begin for any semester or enrollment period, such cancellation and termination will become effective at the end of the semester or enrollment period during which notice of cancellation was received. Winding down of services will be performed in accordance with the prescribed teach out plan located in Section 3.1 of Attachment A. Upon termination, the Institution is entitled to receive from Windham funding for all services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after 180 calendar days from the date of termination will not be considered.

XIII. CERTIFICATIONS

Both contracting Parties do hereby certify that they have authority to enter into this Contract and: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected entities of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government; and (3) the services, supplies or materials contracted for are not required by the Texas Constitution, Article 16, Section 21 to be supplied under contract given to the lowest responsible bidder.

The Institution further certifies that it meets the eligibility criteria to offer Prison Education Programs under the Code of Federal Regulations, Title 34, Section 668.236 and will pursue approval if not already approved.

XIV. MISCELLANEOUS

- A. This Contract may be modified or supplemented only by a written document signed by the authorized representatives of the Parties hereto.

- B. This Contract is governed by and construed in accordance with the laws of the State of Texas.
- C. This Contract and any written modifications constitute the sole agreement of both Parties. Any oral agreements or understandings outside the terms of this Contract are void.
- D. Windham will make available to the Institution the Virtual Private Networking (VPN) System for remote access to student information for determining postsecondary eligibility. Individuals approved for access must comply with the TDCJ Information Security Manual when accessing or using student data and must complete and sign the TDCJ Non-Disclosure Agreement and TDCJ Information Technology Division VPN request forms. Failure to comply with a policy, rule and/or regulation of the student information system will result in the loss of VPN access privileges. The Institution must notify Windham immediately when a person with VPN access is no longer employed or is no longer using VPN access. Lack of VPN use could result in denial of access to the VPN system.
- E. Certain employees or agents of the Institution may receive a TDCJ identification card for access to facilities. The Institution agrees to immediately notify Windham upon the loss, theft, or damage to a TDCJ identification card and will immediately notify Windham when a person with a TDCJ identification card is no longer employed with or affiliated with the Institution, or is no longer using the TDCJ identification card.

STATEMENT OF SERVICES TO BE PERFORMED

1. CONTRACTING PARTIES

This Statement of Services contains detailed terms of an Interagency Contract between the Texas Department of Criminal Justice (TDCJ), Windham School District (Windham) and Lee College (College), collaboratively “Parties.” Under this Contract, the College will conduct for-credit classes for students who are incarcerated pursuant to rules, policies and procedures of the College, the Texas Higher Education Coordinating Board, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), TDCJ and Windham.

2. INSTRUCTIONAL PROGRAMS AND THE BEST INTEREST OF STUDENTS [Ref SACSCOC Requirements Part 1 (2) (b)]

2.1. Classes will be offered in facilities approved by TDCJ following a recommendation by the Postsecondary Education Program Advisory Committee in support of the following degree programs:

- 2.1.1. Associate of Arts
- 2.1.2. Associate of Applied Science in Air Conditioning
- 2.1.3. Associate of Applied Science in Automotive Technician
- 2.1.4. Associate of Applied Science in Business Management
- 2.1.5. Associate of Applied Science in Cabinet-Making
- 2.1.6. Associate of Applied Science in Culinary Arts
- 2.1.7. Associate of Applied Science in Horticulture
- 2.1.8. Associate of Applied Science in Microcomputer Operations
- 2.1.9. Associate of Applied Science in Welding

2.2 The Best Interest of students is served by the Associate of Arts (AA) and Associate of Applied Science (AAS) degree programs when:

- 2.2.1. The degree program aligns with strong wage earning and employment outlook outcomes in the State of Texas.
- 2.2.2. This degree includes general education courses that are considered to be core requirements for baccalaureate degree programs and therefore in the “best interest” of students.
- 2.2.3. The degree program courses are eligible for transfer to at least one other college in Texas.

2.3. Classes will be offered in facilities approved by TDCJ following a recommendation by the Postsecondary Education Program Advisory Committee in support of the following Certificate of Completion programs:

- 2.3.1. Certificate of Completion in Automotive, Advanced
- 2.3.2. Certificate of Completion in Welding, Advanced
- 2.3.3. Certificate of Completion in Air Conditioning
- 2.3.4. Certificate of Basic Automotive
- 2.3.5. Certificate of Completion in Business
- 2.3.6. Certificate of Completion in Cabinet-Making
- 2.3.7. Certificate of Completion in Culinary Arts
- 2.3.8. Certification of Completion in Entrepreneurship
- 2.3.9. Certification of Completion in Horticulture
- 2.3.10. Certification of Completion in International Business

- 2.3.11. Certification of Completion in Landscape Management
 - 2.3.12. Certification of Completion in Logistics
 - 2.3.13. Certification of Completion in Management
 - 2.3.14. Certification of Completion in Marketing
 - 2.3.15. Certification of Completion in Microcomputer Applications
 - 2.3.16. Certification of Completion in Supervision
 - 2.3.17. Certification of Completion in Truck Driving – CDL
 - 2.3.18. Certification of Completion in Welding
- 2.4. The Best Interest of students is served by the certificate program when the program aligns with high-demand, high-wage jobs in fields considering any licensing barriers that may impact students based on review of conviction histories.

3. GENERAL REQUIREMENTS

3.1. College

The College must inform the Windham College and Career Readiness department within 10 days of any initiated or final adverse action as defined in 34 CFR 602.3 by the Board of Trustees of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) or any initiated or final action by the State of Texas to revoke the College's authority to operate.

The College will submit a teach-out plan as defined in 34 CFR 600.2 to SACSCOC if action is initiated and will execute the teach-out plan and close the Prison Education Programs (PEP) if action is taken. [Ref §668.236 (b) (2)] [Ref SACSCOC PEP Part 1 (2) (g)]

The College must designate each geographically separate TDCJ facility where instruction is delivered to students who are incarcerated as an Off-Campus Instructional Site, and each site must be individually approved by SACSCOC. [Ref §600.2]

If the College offers programs that prepare students for employment in employment sectors or specific occupations that require licensure or certification in the state of Texas, the program will satisfy any educational requirements for professional licensure or certification, including any requirements to sit for licensure or certification examinations needed to practice or obtain employment in the sectors or occupations. [Ref §668.236 (a) (7)] [Ref SACSCOC PEP Part 1 (2) (e)]

The College may NOT offer education that is designed to lead to licensure or employment for a specific job or occupation if such job or occupation typically involves prohibitions on the licensure or employment of formerly confined or incarcerated individuals in Texas. This does not include prohibitions based on local laws, or screening requirements for good moral character, or similar provisions. [Ref §668.236 (a) (8)] [Ref SACSCOC PEP Part 1 (2) (f)]

The College will offer academic classes to students in TDCJ facilities a minimum of three semesters per year, to include fall, spring, and summer semesters, consistent with the times during which this Contract is in effect.

The College will offer career and technical education classes to students a minimum of two semesters per year.

The College will assign personnel who are responsible for verifying the eligibility of prospective students in TDCJ facilities where they provide services.

The College will use Windham's screening and tracking system to verify eligibility of students. Windham will assist Colleges with screening and tracking upon request.

The College staff will process class additions and withdrawals. College-initiated withdrawals will be handled by the College in conjunction with the Windham College and Career Readiness department.

The College will designate an appropriate College liaison.

The College will waive physical education requirements for any degree or certificate program offered at TDCJ facilities.

The College will waive the student's requirement to petition for graduation. Degrees and certificates of completion will be awarded upon completion of degree or certificate requirements, which will be tracked by the College.

The College will complete a degree and/or certificate plan for each student during the academic advising process for the College's program. Copies of the plan will be distributed according to the College's policy, and the College will ensure that one copy is provided to the student upon initial development and following any updates. Student degree/certificate plans will only be changed in alignment with proper academic advisement by the College.

College course offerings must be consistent with those offerings provided to community-based students with similar or like degree/certificate plans. College credits earned from the College by students in TDCJ will be accepted and counted by the College no differently than credits earned by community-based students at the College in programs at a similar level. Thus, college credits earned by students in TDCJ are transferrable toward any degree or certificate program offered by the College to community-based students, and college credits a student earned from the College while incarcerated are considered resident credits. [Ref §668.236.]

Lower division academic courses are identified using the Texas Common Course Numbering System, and course catalog descriptions and learning outcomes will be consistent with the Academic Course Guide Manual. All lower-division academic courses are transferrable to public institutions in Texas as required by Texas Administrative Code Title 19, Part 1 §4.24 (a). [Ref SACSCOC Requirements Part 1 (2) (d)]:

All successfully completed lower-division academic courses that are identified by the Texas Common Course Numbering System (TCCNS) and published in the Lower-Division Academic Course Guide Manual (ACGM) will be fully transferable among public institutions and will be substituted for the equivalent course at the receiving institution.

Lower division technical courses are identified using the Texas Common Course Numbering System, and course catalog descriptions and learning outcomes will be consistent with the Workforce Education Course Manual. Lower-division technical courses are transferrable to public community colleges in Texas that offer comparable programs. Transfer institutions for technical programs are identified in the Consumer Information Statement for each technical program. [Ref §668.43 (a) (5) (vi)] [Ref SACSCOC Requirements Part 1 (2) (d)]

When requested to do so by the Windham College and Career Readiness department, the College will provide feedback on matters related to the Best Interest Determination (BID) that is compiled periodically by Windham and the Postsecondary Education Program Advisory Committee for submission to TDCJ for a final determination regarding the BID. In addition, the College, upon request, will appoint a representative to serve as a member of the Postsecondary Education Program Advisory Committee to provide recommendations regarding the approval and operation

of prison education programs if requested to do so by Windham. [Ref §668.241 (b)]

The College will include the student's TDCJ ID and name on all class rosters, registration and billing documents, graduation lists and any other official college correspondence. TDCJ numbers will be included on all class rosters and billing documents. Diplomas and official transcripts will not contain students' TDCJ numbers nor will they contain information identifying the student as enrolled in or completing a Prison Education Program and they will be substantially similar in format to diplomas awarded to community-based students.

3.2. TDCJ and Windham

Appropriate work areas will be provided to the College by the Windham College and Career Readiness department in collaboration with Windham campus principals for purposes of student interviewing, advising, etc.

Classes will be held in TDCJ facilities and the TDCJ will provide security, as well as all maintenance and utilities at these locations.

The Parties will provide a learning atmosphere and classroom facilities comparable to those considered acceptable on the College campus.

The Windham College and Career Readiness department will assign personnel to verify the eligibility of prospective students who are not currently in a TDCJ facility that offers a postsecondary academic or career and technical education (CTE) program. Eligibility criteria for all programs will be listed within the Windham Postsecondary Education Operating Procedures.

Windham will allow the College personnel to assist with the eligibility verification process if they elect to do so.

The Windham College and Career Readiness Department will be responsible for ensuring that the appropriate I-25 payment process is followed prior to class registration completion.

Windham will make the students available to the College personnel and will provide the facility for registration.

The Windham College and Career Readiness department is the final authority for all student-initiated withdrawals.

The Parties will enforce all policies and procedures.

4. CLASSES AND SCHEDULES

The College will coordinate and finalize the proposed classes with the Windham College and Career Readiness department or designee 90 days prior to the beginning of each semester. This recommendation must include the following information: class meeting times, course title and number, course section number, instructor's name and record number, textbook information, course prerequisites, required equipment and supplies, and minimum/maximum enrollment numbers. The maximum class size can be no larger than the classroom capacity. The College will determine the minimum number of students necessary to make a class.

The College will provide academic registration documentation in an approved format to the Windham College and Career Readiness department at least five working days prior to the beginning of each semester. Windham College and Career Readiness department will provide the College with the approved format.

The College will not cancel a class meeting unless absolutely necessary. Cancellations will be handled through the College administration, and, when possible, prior notice to the Windham College and Career Readiness department and principal will be given. If deemed appropriate by the College, lost instructional time will be made up in coordination with Windham.

The College will observe holidays approved by the College governing board and Windham School District. The College will ensure that a copy of the College holiday schedule is furnished to Windham College and Career Readiness department and Windham will provide a copy of the district's school calendar.

5. COLLEGE FACULTY AND STAFF REQUIREMENTS

All faculty teaching in the College program will be employed by the College and must meet the same professional qualifications as required of those on the College's community-based campus(es).

The College will provide administrative supervision of college faculty and staff working in TDCJ facilities. The type of administrative supervision will be determined by the College and agreed to by Windham and must be sufficient to meet the obligations of this Contract.

All faculty and staff must meet security clearance requirements for employment, as determined by Windham and TDCJ (see Attachment E). Before beginning duties, all personnel must complete security screening requirements and appropriate pre-service training. The Windham College and Career Readiness department will notify the College of approved contracted personnel.

Windham will provide a pre-service orientation session for all new College faculty and staff in the areas of security and rules and regulations prior to the first scheduled class day. All new faculty and staff members must attend this session on a date of mutual agreement between the College and Windham. Location of the training will be determined by Windham.

All faculty and staff are required to attend an annual in-service training session on security issues. The training will be provided by Windham and will be conducted on a date of mutual agreement between the College and Windham. Location of the training will be determined by Windham.

While working on the TDCJ facility, College faculty, staff, and advisors must cooperate fully with the warden and must abide by TDCJ and Windham rules and regulations, which will be provided to each College contracted employee during their pre-service orientation. Failure to comply could result in the expulsion of the College employee from the facility and/or the approved contracted personnel list.

Faculty and staff hired to teach, advise, and/or proctor distance learning classes for the students in TDCJ may not be employees of the TDCJ or any contracting agency staff including, but not limited to the University of Texas Medical Branch, Texas Tech University Health Sciences Center, and contracted-substance use treatment providers. This requirement may be waived only in special circumstances with the written approval of the Windham Superintendent or designee.

The TDCJ and Windham reserve the right to refuse admittance to the TDCJ facilities to any employee or representative of the College on the basis of security or contract violations.

6. STUDENT PARTICIPATION REQUIREMENTS

Students in college classes must meet all of the following requirements:

- Eligibility criteria contained within any Windham Postsecondary Education Operating Procedures;

- College readiness standards established by the Texas Higher Education Coordinating Board for the degree or certificate program that the student is pursuing;
- Admission and registration requirements of the College;
- Security and classification requirements established by the TDCJ.

7. STUDENT SERVICES PROVIDED BY COLLEGE

The College will provide the services of advising in order to identify, recruit, and advise students regarding degree and certificate plans, course selection, financial aid, career objectives and other academic or career-related matters. Advisory services will be provided each semester on a regular basis and will be adequate to meet the needs of all students. Advising services must be documented on Attachment C-3 and submitted to the Windham College and Career Readiness department as specified in Section 12.1.2 of this Attachment.

The College must provide personnel necessary to register students each semester at an appropriate time and date. The College will place students only in classes that are required for their degree or certificate plan.

The College will use the TDCJ Postsecondary Screening and Tracking System (ES30) or other appropriate screening and tracking system designated by the Windham College and Career Readiness department to process all student enrollments.

The College will offer tutoring assistance for students who are in danger of receiving a failing grade in any course. If the student fails the course, tutoring services will be provided and if the student fails the course for the second time, the student will not qualify for Postsecondary Education Reimbursement (PSER) funds absent a waiver from the Windham superintendent or designee.

The College will provide, at its discretion, access to any library facilities under its jurisdiction by permitting College faculty and staff to check out books specifically for college class participants.

The College must provide reasonable accommodations in accordance with the Americans with Disabilities Act (ADA) if applicable to the student's needs, in a manner similar to provisions made for community-based students. If available, the Windham College and Career Readiness Department will provide the College official documentation of prior student accommodations at the College's request.

The College will provide to the Windham College and Career Readiness department a copy of each student's transcript upon request. Student degree plans or audits should be updated after each semester of attendance. The College instructors must maintain student attendance records in a manner prescribed by Windham College and Career Readiness department.

The College must ensure that all students enrolling in postsecondary programs complete and sign the Criminal Justice Consent for the Release of Education Records pursuant to the Family Educational Rights and Privacy Act (FERPA), prior to releasing any student educational information and documentation. The College must retain the original release and maintain a copy in the student's postsecondary education file.

8. STUDENT FINANCIAL AID ASSISTANCE

The College will provide guidance and advising sufficient to meet the needs of the students in determining financial aid eligibility. These awards will be credited on a billing by the College to pay tuition and fee expenses incurred by the students.

9. COLLEGE EQUIPMENT

Equipment purchased by the College for use in postsecondary programs must be used for information technology, program startups and program enhancements within the classroom and is not assigned or allocated to an individual student. The equipment must meet or exceed specifications mutually agreed to by the College and Windham.

The College must request approval from the Windham College and Career Readiness department prior to purchasing classroom equipment.

Equipment purchased by the College that is reimbursed with PSER funds may only be used for education of students in TDCJ. Equipment specifications must be consistent with the equipment purchased for similar programs on the community-based campus, taking into consideration connectivity status, and must be serviced and maintained by the College. The College is responsible for all service, repair and maintenance of equipment.

The College must provide the Windham College and Career Readiness department a copy of each invoice as equipment is delivered to the classrooms for reimbursement. The equipment must be labeled as PSER equipment following guidelines provided by the Windham College and Career Readiness department.

When the equipment is no longer needed for the college program to serve students within TDCJ, the College will contact the Windham College and Career Readiness department. Equipment purchased with PSER funds should be used by another postsecondary program within TDCJ whenever possible. In the event no other postsecondary program has a need, the equipment may be used by Windham School District for other educational programs. In the event a need does not exist, the equipment may be disposed by the College. The College should follow all rules and policies when transferring or disposing of the equipment.

When feasible, Windham School District and college programs will share the equipment. The use of all equipment must be limited to curriculum objectives.

Windham and the College will ensure that at a minimum, each month any computer used by students is audited for inappropriate or prohibited activity. In the event of a suspected violation, the College must immediately notify Windham and submit a report to the Windham College and Career Readiness department who will notify the Windham Information Technology department to evaluate the severity of the violation and determine the need for TDCJ Information Technology department involvement. Information that will need to be collected is as follows:

- Event Logs
- Internet History
- User IDs and user's group membership (administrator, power user, user, etc.)
- Installed Applications

This information must be kept in an electronic format available for audit purposes by Windham or TDCJ. The College is to maintain compliance with TDCJ Information Resource Security and Windham security protocols ensuring that user accounts are documented, unused accounts are removed or disabled, and students will not have administrator privileges on any computing device.

10. TEXTBOOKS, MATERIALS AND SUPPLIES

10.1. Definitions

“Textbooks, materials and supplies” is defined as books, course materials, supplies and equipment

items that are appropriate and reasonable for all students in the same program and provided to individual students during their period of enrollment. The costs for these items are included as the cost of attendance for the individual student and include the cost of obtaining a license, certification or a first professional credential.

The costs for the license, certification or first credential must be incurred during (not after) a period of enrollment, even if the exam is after the end of the period and may include costs for multiple license or credential test attempts, though schools have discretion to set a reasonable limit on the number of attempts allowed to be included in a student's Cost of Attendance. The definition does not include optional books, supplemental materials or any equipment that is not required.

10.2. Retention of Textbooks, Materials and Supplies

Textbooks, materials and supplies that are provided to individual students as rentals must be returned to the College at the end of the semester or term. Textbooks, materials and supplies returned to the College may only be used for education of students in TDCJ.

Other textbooks materials and supplies that are provided to individual students may be retained by students at the end of the semester or term with approval by the Windham College and Career Readiness department.

10.3. Windham College and Career Readiness Department Responsibilities

The Windham College and Career Readiness department is responsible for approving all textbooks, materials and supply needs prior to purchase or providing a list of items allowable for purchase without specific approval. This approval may include paper, pencils, pens and notebooks.

10.4. College Responsibilities

The College will furnish all textbooks, materials and supplies needed to conduct the educational programs.

The College will furnish items consistent to those provided to community-based students.

The cost of textbooks, materials and supplies that are provided to individual students must be included as a student fee.

The College will provide its teachers all necessary teaching resources (i.e., instructor's text, teaching aids, reference materials). The College is responsible for ensuring that all resources comply with Texas laws and executive orders.

The faculty of the College will select the textbooks necessary for the instructional program, and the College must provide the list of required textbooks and materials to Windham College and Career Readiness department at least 60 days prior to the start of a program along with a copy of the course syllabi that references the required text(s).

The College is responsible for procuring textbooks and, when requested by Windham College and Career Readiness department, coordinating the shipping and receiving of textbooks. College faculty and staff will assist with the distribution of textbooks to students at the start of the semester and the collection of rented textbooks from students at the end of the semester.

11. REPORTING AND EVALUATION REQUIREMENTS

11.1. College

11.1.1. Class Records

Student class records must be maintained by the College and will be made available to Windham College and Career Readiness department upon request. There is no charge for student transcripts requested by Windham College and Career Readiness department.

11.1.2. Semester, Annual, CTE Cycle and Other Reports

The College must prepare a report within 30 days from the end of each year and semester outlining the College's academic activities in meeting the obligations of this Contract. Report items must include the following:

- Degree or certification plan required for new programs or when modifications have been made to programming (sample format provided in Attachment C-1A, C-1B & C-1C);
- Degree and certificate completions every semester or CTE term (Attachment C-2A & C-2B);
- Advising services for students every semester (Attachment C-3);
- Summary of class cancellations and make-ups every semester (Attachment C-4);
- Documentation indicating the College has obtained authorization from any TDCJ student who is utilizing PSER funds to pay for programming. This authorization must be documented on the PSER Authorization Form every semester (Attachment D-1);
- Grades will be submitted electronically to Windham College and Career Readiness department as part of the semester;
- Copy submitted to the Windham College and Career Readiness department of an inventory of controlled and capital assets for use by the College that were reimbursed with PSER funds, provided once a year with the summer semester report to include computer software and licenses.
- Postsecondary Academic Monthly Enrollment Report submitted by the fifth of each month.
- Documentation of Time to Completion for students who completed the requirements for a degree or certificate during the semester (Attachment D-4). [Ref §668.241]
- Documentation of the experience, credentials, and rate of turnover of College instructors in academic programs (Attachments D-5A).
- Documentation of the experience, credentials, and rate of turnover of College instructors in CTE programs (Attachments D-5B).
- Documentation of Academic and Career Advising Services for first time-in-College (FTIC) students during their first twelve months of enrollment (Attachment D-7).
- Documentation of requirements to complete a degree and/or certificate that is offered to both PEP and non-PEP students explaining any discrepancies between the two (Attachment D-9).
- Documentation of post-reentry postsecondary enrollment and attainment of students

(Attachment D-10).

11.2. Best Interest Determination, Collaboration and Data Collection

11.2.1. Best Interest Determination [Ref SACSCOC Requirements Part 1 (2) (c)]

The Windham College and Career Readiness department in collaboration with the Postsecondary Education Program Advisory Committee will conduct a Best Interest Determination report to TDCJ two years after the approval of the Prison Education Program by the U.S. Department of Education [Ref §668.236 (d)], and again no less than 120 calendar days prior to the expiration of the College's Program Participation Agreement. [Ref §668.241 (e)]

11.2.2. Roles and Responsibilities

- a. Windham will convene an advisory committee of relevant stakeholders [Ref §668.235)] that will include:
 - i. Representatives of confined or incarcerated individuals;
 - ii. Organizations representing confined or incarcerated individuals;
 - iii. State higher education executive offices;
 - iv. Accrediting agencies; and
 - v. Additional stakeholders.
- b. The advisory committee is responsible for conducting a thorough review of each Prison Education Program application and providing a recommendation to the TDCJ.
- c. The TDCJ, in collaboration with Windham, is responsible for making the best interest determination through a feedback process that considers input from the advisory committee and other relevant stakeholders and in light of the totality of the circumstances. [Ref §668.241 (b)] The TDCJ is responsible for reporting the BID to the US Department of Education.
- d. All Universities with Prison Education Programs will attend virtual monthly collaborative meetings hosted by the Texas Higher Education in Prison Consortium (TXHEPC) or Windham School District.
- e. Windham School District is responsible for collecting data from institutions and other sources including the National Student Clearinghouse and the Texas Workforce Commission and preparing reports for Universities, the TDCJ, and the advisory committee.
- f. Documentation of the employment and earnings of graduates for the three years after release (Attachment D-6). This report will be provided by Windham to the College as part of the statutorily required biennial evaluation and report.

11.2.3. Timelines and Data Sharing

- a. The Advisory Committee will hold quarterly meetings and more frequently, as needed.
- b. The College will join the TXHEPC or Windham-hosted meetings no later than one month after this Contract is fully executed and will submit data on a schedule

determined by Windham.

- c. Windham will submit reports to the advisory committee no later than 18 months after the approval of the PEP by the US Department of Education and again no less than 120 calendar days prior to the expiration of the College's Program Participation Agreement.
- d. Windham is considered a “school official” by the College and is allowed to receive personally identifiable information (PII) that is protected by FERPA because it:
 - i. Performs an institutional service or function for which the school would otherwise use employees;
 - ii. Is under the direct control of the school with respect to the use and maintenance of education records; and
 - iii. Complies with the PII from education records use and redisclosure requirements.
- e. Windham is authorized by the College to obtain data from the National Student Clearinghouse to track enrollment and degree completion after students are released.
- f. Windham is authorized by the College to obtain data from the Texas Workforce Commission to track wage earnings after students are released.
- g. The College will provide to Windham copies of CBM reports and an Identity File for all terms that students are enrolled. Reports are listed in Table 1. Reports are due to Windham one month after they are due to the THECB.
- i. Information related to community students may be deidentified.

Table 1: Reports	Due Date to the THECB		
	Fall	Spring	Summer
CBM 009 (completions) (annual)	1-Oct		
CBM 0C1 (student census)	15-Oct	15-Mar	15-Aug
CBM 0CS (student census)	15-Oct	15-Mar	15-Aug
Identity File (Student ID, TDCJ ID, SSN/PEIMS)	15-Oct	15-Mar	15-Aug
CBM 002 (TSI report)	1-Feb	15-Jun	1-Oct
CBM 008 (faculty)	1-Feb	15-Jun	1-Oct
CBM 00S (student grades)	1-Feb	15-Jun	1-Oct
CBM 0E1 (end-of-semester enrollment)	1-Feb	15-Jun	1-Oct

11.2.4. Measures to be considered by the advisory committee for their review and the TDCJ for the BID [Ref §668.241 (a)]

- a. Whether the experience, credentials, and rates of turnover of instructors for the PEP are substantially similar to other programs at the College;
- b. Whether the transferability of credits earned by students in PEPs and the applicability of such credits toward related degree or certificate programs is substantially similar to those at other similar programs at the College;
- c. Whether the PEPs offering of academic and career advising services to participating individuals, while they are confined or incarcerated, in advance of reentry, and upon release, is substantially similar to offerings to a student who is not incarcerated accounting for the unique geographic and other constraints of PEPs;

- d. Whether the College ensures that all individuals formerly incarcerated are able to fully transfer their credits and continue their programs at any location of the College that offers a comparable program, including by the same mode of instruction;
- e. Whether the rates of recidivism, which do not include any recidivism by the incarcerated student after a reasonable number of years of release and which only include new felony convictions, defined as each sentence of imprisonment exceeding one year and one month [see United States Sentencing Guideline section 4A1.1(a)], meet thresholds set by the oversight entity;
- f. Whether the reported rates of completion, which do not include any incarcerated students who were transferred across TDCJ facilities and which account for the status of part-time students, meet thresholds set by the oversight entity with input from relevant stakeholders;
- g. Whether the rate of confined or incarcerated individuals continuing their education post-release, as determined by the percentage of incarcerated students who re-enroll in higher education, meets thresholds established by the oversight entity with input from relevant stakeholders;
- h. Whether job placement rates in the relevant field for such individuals meet any applicable standards required by the accrediting agency for the College or program or a State where the College is authorized. If no job placement rate standard applies to PEPs offered by the College, the oversight entity may define, and the College may report, a job placement rate, with input from relevant stakeholders;
- i. Earnings for such individuals, which could include measuring such earnings against a threshold established by the oversight entity; and
- j. Measurement of student learning outcomes in the PEP and comparison to student learning outcomes in comparable non-PEPs.
- k. For students who completed a degree or certificate and were subsequently employed as an incarcerated employee by TDCJ, employment records including job responsibilities and job performance as documented in performance self-evaluations and supervisor performance reviews.
- l. Other indicators pertinent to program success as determined by the oversight entity.

11.2.5. Outcomes Benchmarks

- a. The College will define how each PEP serves the best interest of students and will include self-defined outcomes benchmarks.
- b. The advisory committee will establish outcome benchmarks and inform the College of the benchmarks.

11.2.6. Continuous Improvement

- a. The College will conduct an annual program review for each PEP utilizing the outcomes data compiled by Windham.
- b. The advisory committee will, as part of its determination, identify aspects of each PEP that require attention and improvement.

11.2.7. Remediation Contingencies

- a. The TDCJ and Windham can request monitoring data and conduct evaluations of program outcomes at any time and on any schedule.
- b. If the TDCJ or Windham do not find a program to be in the best interest of students, it must allow for programs to re-apply within a reasonable timeframe. [Ref §668.241 (c)]

11.2.8. Reports to the College

- a. Windham will provide documentation to the College of the methodology that was used to determine program eligibility. [Ref §668.241 (f) (1)]
- b. Windham will provide documentation to the College of the methodology that was used to make the Best Interest Determination at the completion of the process each time a determination is made. [Ref §668.241 (f) (1)]
- c. Windham will release information for the College to identify transfers of students while enrolled in classes and the release of students currently or previously enrolled in College classes. [Ref §668.238 (b) (8)]
- d. Windham will provide a report to the College within 30 days of the end of each semester that includes the following: [Ref §668.238(b) (8)]
 - i. Documentation of Transfers of Students While Enrolled in Classes (Attachment D-11); and
 - ii. Documentation of the Release of Students Currently or Previously Enrolled in College Classes (Attachment D-11).

Schedule of Tuition/Fees - Academic

INSTITUTION:

ACADEMIC YEAR:

HOURS	TUITION	TECHNOLOGY FEE	STUDENT SERVICES FEE	TOTAL
3	\$195.00	\$96.75	\$0.00	\$291.75
4	\$260.00	\$129.00	\$0.00	\$389.00
5	\$325.00	\$161.25	\$0.00	\$486.25
6	\$390.00	\$193.50	\$0.00	\$583.50
7	\$455.00	\$225.75	\$0.00	\$680.75
8	\$520.00	\$258.00	\$0.00	\$778.00

Schedule of Classes and Tuition/Fees – Career and Technical Education

INSTITUTION:

ACADEMIC YEAR:

Career and Technical Education Course(s)	Unit	Tuition	Fees	Total	Credit Hours
Construction Science	Sample	\$520.00	\$258.00	\$778.00	8
		\$585.00	\$290.25	\$875.25	9
		\$780.00	\$387.00	\$1167.00	12

Itemized Fees					
Career and Technical Education Course(s)	Student Services Fee	Serv Safe	CDL	ASE Test	Total
Construction Science	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Career and Technical Education Tuition and Itemized Fee Schedule

INSTITUTION:

ACADEMIC YEAR:

	Technical Program	Unit	Tuition	Fee	Total	Hours
	Construction Science	Sample	N/A			
Itemized Fees	Learning Technology Fee					
	Books			200.00		
	Lab Fee			24.00		
	Serv Safe					
	Total for Construction Science			224.00	224.00	39

GENERAL REPORTING REQUIREMENT
DEGREE PLAN

Associate of Applied Science Degree
Air Conditioning and Refrigeration
2024-2025 Catalog
60 Semester Hours Total

MAJOR COURSES (30 CREDITS) MAJOR GPA MUST BE AT LEAST 2.0		CONTACT HOURS
HART 1407	Refrigeration Principles	96
HART 1441	Residential Air Conditioning	112
HART 1303	Air Conditioning Control Principles	80
HART 1356	EPA Recover Certification Preparation	80
HART 1445	Gas and Electric Heating	144
HART 2434	Advanced Air Conditioning Controls	144
HART 2436	Air Conditioning Troubleshooting	96
HART 2445	Residential Air Conditioning System Design	96
SUPPORT COURSES (15 CREDITS)		
ELEC-0000	Business Elective #1 (3 Credits)	48
ELEC-0000	Business Elective #2 (3 Credits)	48
ELEC-0000	Business Elective #3 (3 Credits)	48
ELEC-0000	General Elective #1 (3 Credits)	48
ELEC-0000	General Elective #1 (3 Credits)	48
GENERAL EDUCATION COURSES (15 CREDITS)		
ENGL 1301	English Composition (3 Credits)	48
ELEC-0000	Social and Behavioral Science Course (3 Credits)	48
BIOL 1308	Biology I for Non-Science Majors (3 Credits)	48
ELEC-0000	Oral Communication Course (3 Credits)	48
ELEC-0000	Creative Arts/Language, Philosophy, and Culture Course (3 Credits)	48
Total Contact Hours		1328
Cumulative GPA Must be at least 2.0		

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GENERAL REPORTING REQUIREMENTS

DEGREE PLAN

Associate Degree
General Studies Concentration
2024-2025 Catalog
60 Semester Hours Total

ACADEMIC ELECTIVES (15 CREDITS)		CONTACT HOURS
ELECT-0000	Academic Elective	48
ELECT-0000	Academic Elective	48
ELECT-0000	Academic Elective	48
ELECT-0000	Academic Elective	48
ELECT-0000	Academic Elective	48
SUPPORT COURSES (3 CREDITS)		
EDUC 1300	Learning Frameworks	48
GENERAL EDUCATION COURSES (42 CREDITS)		
ENGL 1301	English Composition I	48
ENGL 1302	English Composition II	48
MATH 1314	College Algebra	48
ELECT-0000	Life and Physical Sciences Elective #1	48
ELECT-0000	Life and Physical Sciences Elective #2	48
ELECT-0000	Language, Philosophy and Culture Elective	48
ELECT-0000	Creative Arts Elective	48
HIST 1301	History of the United States to 1877	48
HIST 1302	History of the United States Since 1877	48
GOVT 2305	Federal Government	48
GOVT 2306	Texas Government	48
ECON 2301	Principles of Economics: Macroeconomics	48
SPCH 1315	Principles of Public Speaking	48
BCIS 1305	Business Computer Applications	48
Total Contact Hours		1,008
Cumulative GPA Must be at least 2.0		

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GENERAL REPORTING REQUIREMENTS
CERTIFICATE PLAN

Level 1 Certificate
Construction Science
2024-2025 Catalog
20 Semester Hours Total

MAJOR COURSES (20 CREDITS) MAJOR GPA MUST BE AT LEAST 2.0		CONTACT HOURS
CRPT 1429	Introduction to Carpentry	96
CRPT 1423	Floor Systems	96
CRPT 1415	Conventional Wall Systems	96
CRPT 1411	Conventional Roof Systems	96
CNBT 2442	Construction Management I	96
Total Contact Hours		480

19 Semester Hours Total

MAJOR COURSES (19 CREDITS) MAJOR GPA MUST BE AT LEAST 2.0		CONTACT HOURS
CNBT 1402	Mechanical, Electrical and Plumbing Systems	96
CNBT 1446	Construction Estimating I	96
CNBT 1411	Construction Methods and Materials I	64
CNBT 2415	Construction Specifications and Contracts	96
CNBT 1300	Residential/Light Commercial Construction Drawing	96
Total Contact Hours		448

Total Credit Hours for Certificate: 39

Submit to Windham School District College and Career Readiness – postsecondary@wsdtx.org

SEMESTER REPORTING REQUIREMENTS DEGREE COMPLETIONS

INSTITUTION: _____

ACADEMIC YEAR:

SEMESTER: [illegible]

ATTACH OFFICIAL TRANSCRIPTS TO THIS COVER SHEET
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CAREER AND TECHNICAL EDUCATION TERM REPORTING REQUIREMENTS CERTIFICATE COMPLETIONS

INSTITUTION: _____

ACADEMIC YEAR: _____

SEMESTER OR CTE TERM: [illegible]

ATTACH OFFICIAL TRANSCRIPTS TO THIS COVER SHEET

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SEMESTER REPORTING REQUIREMENTS
ACADEMIC AND CAREER ADVISING SERVICES

INSTITUTION: ACADEMIC YEAR:

SEMESTER:

[illegible]

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SEMESTER REPORTING REQUIREMENTSSUMMARY OF CLASS
CANCELLATIONS AND MAKE-UPS

INSTITUTION:

ACADEMIC YEAR:

SEMESTER:

ACADEMIC CLASSES					
UNIT	CLASS	DATE	INSTRUCTOR	REASON FOR CANCELLATION	DATE OF MAKE-UP

CAREER AND TECHNICAL EDUCATION CLASSES					
UNIT	CLASS	DATE	INSTRUCTOR	REASON FOR CANCELLATION	DATE OF MAKE-UP

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**SEMESTER REPORTING REQUIREMENTS
POSTSECONDARY EDUCATION REIMBURSEMENT (PSER) AUTHORIZATION**

In the event other funding is unavailable, I agree to the utilization of PSER funds on my behalf for postsecondary programming. In addition, I understand and agree to repay any PSER funds expended on my behalf for postsecondary programming according to Parole Policy and Operating Procedure 3.1.6.

INSTITUTION:

SEMESTER: ACADEMIC YEAR:

UNIT:

STUDENT'S NAME	TDCJ #	SIGNATURE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		

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TSI Test

INSTITUTION: SEMESTER: ACADEMIC YEAR: UNIT: Cost: \$32.00[illegible]

Submit to Windham School District College and Career Readiness – postsecondary@wsdtx.org

SEMESTER REPORTING REQUIREMENTS SUMMARY OF CAREER AND TECHNICAL EDUCATION EXPENDITURES

INSTITUTION: ACADEMIC YEAR:

SEMESTER:

[illegible]

SEMESTER GRAND TOTAL: _____

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SEMESTER REPORTING REQUIREMENTS
TIME TO COMPLETION

INSTITUTION:

ACADEMIC YEAR:

Time to Completion of Associate of Applied Science					
Name	TDCJ #	Degree/Major	Award Date	Time to Completion*	Enrollment Intensity**

Time to Completion of Advanced Certificates					
Name	TDCJ #	Degree/Major	Award Date	Time to Completion*	Enrollment Intensity**

Time to Completion of Basic Certificates					
Name	TDCJ #	Degree/Major	Award Date	Time to Completion*	Enrollment Intensity**

*Time to Completion is the number of years from the start of the student's first semester in the College Prison Education Program to the award date.

**Enrollment Intensity is determined by the number of semester credit hours the student attempts in their first semester in the College Prison Education Program. Enrollment intensity is "full-time" if the student attempts at least 12 SCH. It is "part-time" if the student attempts less than 12 SCH.

Average Time to Completion			
	Associate of Applied Science	Advanced Certificate	Basic Certificate
Full-Time Students			
Part-Time Students			

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ANNUAL REPORTING REQUIREMENTS
EXPERIENCE, CREDENTIALS AND RATE OF TURNOVER OF INSTRUCTORS
IN ACADEMIC PROGRAMS AT COLLEGE

INSTITUTION:

ACADEMIC YEAR:

LISTING OF INDIVIDUAL FACULTY IN ACADEMIC PROGRAMS AT INSTITUTION'S PRISON EDUCATION PROGRAM					
INSTRUCTOR NAME	INSTRUCTOR ID	HIGHEST CREDENTIAL	YEARS OF PROFESSIONAL EXPERIENCE	YEARS OF TEACHING EXPERIENCE	YEARS EMPLOYED BY COLLEGE AS AN INSTRUCTOR

COMPARISON OF ACADEMIC FACULTY AT THE INSTITUTION'S PRISON EDUCATION PROGRAM TO THE MAIN CAMPUS		
	PRISON EDUCATION PROGRAM INSTRUCTORS	MAIN CAMPUS INSTRUCTORS
% FACULTY WITH DOCTORAL DEGREE		
% FACULTY WITH MASTER'S DEGREE		
% FACULTY WITH BACHELOR'S DEGREE		
% FACULTY WITH LESS THAN BACHELOR'S DEGREE		
% FACULTY WITH 10+ YEARS PROFESSIONAL EXPERIENCE		
% FACULTY WITH 5+ YEARS PROFESSIONAL EXPERIENCE		
% FACULTY WITH 10+ YEARS TEACHING EXPERIENCE		
% FACULTY WITH 5+ YEARS TEACHING EXPERIENCE		
% FACULTY EMPLOYED 10+ YEARS BY COLLEGE		
% FACULTY EMPLOYED 5+ YEARS BY COLLEGE		

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ANNUAL REPORTING REQUIREMENTS
EXPERIENCE, CREDENTIALS AND RATE OF TURNOVER OF INSTRUCTORS
IN CTE PROGRAMS AT COLLEGE

INSTITUTION: ACADEMIC YEAR:

LISTING OF INDIVIDUAL FACULTY IN CTE PROGRAMS AT INSTITUTION'S PRISON EDUCATION PROGRAM					
INSTRUCTOR NAME	INSTRUCTOR ID	HIGHEST CREDENTIAL	YEARS OF PROFESSIONAL EXPERIENCE	YEARS OF TEACHING EXPERIENCE	YEARS EMPLOYED BY COLLEGE AS AN INSTRUCTOR

COMPARISON OF CTE FACULTY AT THE INSTITUTION'S PRISON EDUCATION PROGRAM TO THE MAIN CAMPUS		
	PRISON EDUCATION PROGRAM INSTRUCTORS	MAIN CAMPUS INSTRUCTORS
% FACULTY WITH DOCTORAL DEGREE		
% FACULTY WITH MASTER'S DEGREE		
% FACULTY WITH BACHELOR'S DEGREE		
% FACULTY WITH LESS THAN BACHELOR'S DEGREE		
% FACULTY WITH 10+ YEARS PROFESSIONAL EXPERIENCE		
% FACULTY WITH 5+ YEARS PROFESSIONAL EXPERIENCE		
% FACULTY WITH 10+ YEARS TEACHING EXPERIENCE		
% FACULTY WITH 5+ YEARS TEACHING EXPERIENCE		
% FACULTY EMPLOYED 10+ YEARS BY COLLEGE		
% FACULTY EMPLOYED 5+ YEARS BY COLLEGE		

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ANNUAL REPORTING REQUIREMENTS
EMPLOYMENT AND EARNINGS OF GRADUATES

INSTITUTION:

ACADEMIC YEAR:

GRADUATE EMPLOYMENT AND EARNINGS FOR TWELVE MONTHS FOLLOWING RELEASE. POPULATION: STUDENTS RELEASED 12-23 MONTHS AGO					
Highest Award	# Students Without Reported Wages	# Students with One or Two Quarters of Wages	Average Earnings	# Students with Three or Four Quarters of Wages	Average Earnings
Basic Certificate					
Advanced Certificate					
Associate Degree					

GRADUATE EMPLOYMENT AND EARNINGS FOR TWO YEARS FOLLOWING RELEASE. POPULATION: STUDENTS RELEASED 24-35 MONTHS AGO					
Highest Award	# Students Without Reported Wages	# Students with One to Four Quarters of Wages	Average Earnings	# Students with Five to Eight Quarters of Wages	Average Earnings
Basic Certificate					
Advanced Certificate					
Associate Degree					

GRADUATE EMPLOYMENT AND EARNINGS FOR THREE YEARS FOLLOWING RELEASE. POPULATION: STUDENTS RELEASED 36-47 MONTHS AGO					
Highest Award	# Students Without Reported Wages	# Students with One to Four Quarters of Wages	Average Earnings	# Students with Five to Twelve Quarters of Wages	Average Earnings
Basic Certificate					
Advanced Certificate					
Associate Degree					

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ANNUAL REPORTING REQUIREMENTS
ACADEMIC AND CAREER ADVISING SERVICES

INSTITUTION:

REPORTING DATE:

ACADEMIC AND CAREER ADVISING SERVICES		
	PEP	NON-PEP
Number of First Time in College (FTIC) Students		
Number of Advisors (FTE)		
Student - Advisor Ratio		
% FTIC receiving advising before first class day*		
% FTIC receiving advising within 12 months*		
Average advising minutes per student in the first year*		
Description of academic and career advising services provided to PEP student and comments on differences between services provided to PEP and non-PEP students:		

*Optional field

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ANNUAL REPORTING REQUIREMENTS
STUDENT LEARNING OUTCOMES ASSESSMENT

INSTITUTION:

ACADEMIC YEAR:

DEGREE OR CERTIFICATE PROGRAM:

NUMBER OF STUDENTS ENROLLED DURING THE ACADEMIC YEAR:

PERCENTAGE OF PEP STUDENTS WHO EXCEED, MEET, APPROACH OR ARE BELOW EXPECTATIONS FOR PROGRAM LEARNING OUTCOMES				
Program Learning Outcome	Exceed	Meet	Approach	Below
Critical Thinking (CT)				
Communication Skills (CS)				
Empirical and Quantitative Skills (EQS)				
Teamwork (TW)				
Personal Responsibility (PR)				
Social Responsibility (SR)				

COMPARABLE NON-PEP DEGREE OR CERTIFICATE PROGRAM(S):

NUMBER OF STUDENTS IN COMPARABLE PROGRAM(S) DURING THE ACADEMIC YEAR:

PERCENTAGE OF NON-PEP STUDENTS WHO EXCEED, MEET, APPROACH OR ARE BELOW EXPECTATIONS FOR PROGRAM LEARNING OUTCOMES IN COMPARABLE PROGRAM(S)				
Program Learning Outcome	Exceed	Meet	Approach	Below
Critical Thinking (CT)				
Communication Skills (CS)				
Empirical and Quantitative Skills (EQS)				
Teamwork (TW)				
Personal Responsibility (PR)				
Social Responsibility (SR)				

Comparison of PEP and non-PEP student learning:

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ANNUAL REPORTING REQUIREMENTS
TRANSFERABILITY BETWEEN PEP AND NON-PEP PROGRAMS

INSTITUTION:

ACADEMIC YEAR:

List of Identical Programs with Identical Program Completion Requirements			
PEP Program	PEP Program Code	Non-PEP Program	Non-PEP Program Code
AAS in Air Conditioning, Heating and Refrigeration	HAC2	AAS in Air Conditioning, Heating and Refrigeration	AC2
AAS in Business Management	H-MN2	AAS in Business Management	MN2
AAS in Welding Technology	HWE2	AAS in Welding Technology	WE2

List of Identical Programs with Non-Identical Program Completion Requirements			
Basic Certificate in Management	H-MN1	Basic Certificate in Management	MN1

List of PEP Programs Not Offered to Non-PEP Students			
AAS in Automotive Technician	HAMT2		
AAS in Cabinet Making	HCA2		
AAS in Culinary Arts	HCF2		
AAS in Horticulture	HHT3		

Comparison of Identical Program with Non-Identical Program Completion Requirements	
PEP Program: Basic Certificate in Management	Non-PEP Program: Basic Certificate in Management
BMGT 1301	BMGT 1301
BMGT 1327	BMGT 1327
BMGT 1307	BMGT 1307
HRPD 1311	HRPD 1311
HRPD 2301	HRPD 2301
BMGT 1325	BMGT 1325
BMGT 1331	BMGT 1331
BMGT 2309	BMGT 2309
ACNT 1303 or ACNT 2301	ACNT 1303 or ACNT 2401
Total Credit Hours: 27	Total Credit Hours: 27 or 28

Comments: The PEP program offers a 3-credit ACNT course (2301) and the non-PEP offers a 4-credit ACNT course (2401). The 3 credit course transfers to the non-PEP certificate and students do not have to take the 4-credit course.

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ANNUAL REPORTING REQUIREMENTS
POST-RELEASE COLLEGE ENROLLMENT AND ATTAINMENT

INSTITUTION: ACADEMIC YEAR: NUMBER OF STUDENTS RELEASED DURING THE ACADEMIC YEAR:

PERCENTAGE OF PEP STUDENTS WHO ENROLLED IN POSTSECONDARY EDUCATION WITHIN 12, 24 OR 36 MONTHS AFTER BEING RELEASED			
	Within 12 Months	Within 24 Months	Within 36 Months
Students who earned an Associate Degree in PEP			
Students who earned only a Certificate in PEP			
Some college but no degree or certificate in PEP			

PERCENTAGE OF PEP STUDENTS WHO EARNED A POSTSECONDARY CERTIFICATE OR ASSOCIATE DEGREE WITHIN 2, 4 OR 6 YEARS AFTER BEING RELEASED			
	Within 2 years	Within 4 years	Within 6 years
Students who earned an Associate Degree in PEP			
Students who earned only a Certificate in PEP			
Some college but no degree or certificate in PEP			

PERCENTAGE OF PEP STUDENTS WHO EARNED A BACHELOR'S DEGREE OR HIGHER WITHIN 2, 4 OR 6 YEARS AFTER BEING RELEASED			
	Within 2 years	Within 4 years	Within 6 years
Students who earned an Associate Degree in PEP			
Students who earned only a Certificate in PEP			
Some college but no degree or certificate in PEP			

Submit to Windham School District College and Career Readiness – postsecondary@wsdtx.org

WINDHAM SEMESTER REPORTING REQUIREMENTS
TRANSFERS OF STUDENTS WHILE ENROLLED IN CLASSES

SEMESTER:

Name	TDCJ #	Transfer Date	Student's Unit Before Transfer	Student's Unit After Transfer	Reason for Transfer

Submit to Institution –

WINDHAM SEMESTER REPORTING REQUIREMENTS
RELEASE OF STUDENTS CURRENTLY OR PREVIOUSLY ENROLLED IN CLASSES

SEMESTER:

Name	TDCJ #	Release Date	Name of Location of Release (ex: Houston)	ZIP Code of Location of Release	Notes (optional)

Submit to Institution –

DEPARTMENT POLICIES AND PROCEDURES

The Institution and its employees/subcontractors shall adhere to the Texas Department of Criminal Justice's Policies and Procedures listed below and available on the TDCJ website at <http://tdcj.texas.gov/divisions/hr/hr-policy/index.html>:

- PD-03, Employee ID Cards;
- PD-04, Data Use and Non-Disclosure Agreement;
- PD-17, Drug Free Workplace;
- PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees;
- PD-27, Employee Status Pending Resolution of Criminal Charges or Protective Orders;
- PD-28, Dress and Grooming Standards;
- PD-29, Sexual Misconduct with Inmates;
- PD-75, Applicants with Pending Criminal Charges or Prior Criminal Convictions; and
- PD-97, Training and Staff Development.

The Institution and its employees/subcontractors shall also adhere to the Windham School District Postsecondary Education Operating Procedures (PSEOP) Manual. Either an electronic version or a hard copy of the PSEOP Manual will be provided to the Institution prior to the Contract start date. These policies and procedures shall serve to guide employee behavior in relationships to other employees, students and the public.

1. **Public Information Act.** It shall be the responsibility of each party to comply with the provisions of Chapter 552, Texas Government Code, ("Texas Public Information Act") and the Attorney General Opinions issued under that statute. Neither party is authorized to receive requests or take any other action under the Texas Public Information Act on behalf of the other party. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. Within three (3) days of receipt, Performing Agency will refer to TDCJ and Windham School District any open records requests received by Performing Agency for information to which Performing Agency has access as a result of or in the course of performance of this Contract. The provisions of this paragraph survive the termination or expiration of this Contract.
2. **Agency Right to Audit.** Performing party will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Performing Agency pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Receiving Agency and the State of Texas.
3. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
4. **Dispute Resolution.** Disputes arising under the contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2009 of the Texas Government Code.
5. **Non-Appropriation of Funds.** This Contract is subject to termination or cancellation, without penalty to either party, either in whole or in part, subject to the availability of state funds. Both parties are state agencies whose authority and appropriations are subject to actions of the Texas Legislature. If either party becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either party's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, CPA will not be liable to Receiving Agency for any damages, which are caused or associated with such termination or cancellation, and CPA will not be required to give prior notice.
6. **Force Majeure.** Neither party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until

after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

7. **Assignment.** No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by either party without the prior written consent of the other.
8. **No Waiver.** This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either party as an agency of the State of Texas or otherwise available to the party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a party under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
9. **Survival.** The expiration or termination of this Contract shall not affect the rights and obligations of the parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
10. **Severability.** In case one or more provisions herein contained shall be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and in such event, this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein
11. **Governing Law; Venue.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in such county.