

**Lee College**

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 law.

|                                                                                                                                                               |  |                                           |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------|--|
| <b>RECEIVING PARTY:</b>                                                                                                                                       |  | <b>WINDHAM SCHOOL DISTRICT (Windham)</b>  |  |
| MAILING ADDRESS:                                                                                                                                              |  | Windham School District                   |  |
| AND                                                                                                                                                           |  | P.O. Box 40, Huntsville, Texas 77340      |  |
| STREET ADDRESS:                                                                                                                                               |  | 802 FM 2821 West, Huntsville, Texas 77320 |  |
| <b>PERFORMING PARTY:</b>                                                                                                                                      |  | <b>Lee College (Institution)</b>          |  |
| MAILING ADDRESS:                                                                                                                                              |  | Mr. Jacob Atkins, Lee College President   |  |
| AND                                                                                                                                                           |  | P.O. Box 818 Baytown, TX. 77522-0818      |  |
| STREET ADDRESS:                                                                                                                                               |  | 200 Lee Drive Baytown, TX 77520           |  |
| <b>LEGAL AUTHORITY TO CONTRACT:</b> Interagency Cooperation Act, Texas Government Code, Chapter 771                                                           |  |                                           |  |
| <b>CONTRACT TERM:</b> Upon Signature of Both Parties through August 31, 2027                                                                                  |  |                                           |  |
| <b>TOTAL AMOUNT NOT TO EXCEED:</b> \$786,240.00                                                                                                               |  |                                           |  |
| <b>SUMMARY OF SERVICES:</b> Postsecondary Institution will conduct postsecondary classes for students within the Texas Department of Criminal Justice (TDCJ). |  |                                           |  |
| <b>EXECUTED IN ONE ORIGINAL ON THE DATES SHOWN</b>                                                                                                            |  |                                           |  |
| <b>PERFORMING PARTY</b>                                                                                                                                       |  | <b>RECEIVING PARTY</b>                    |  |
| Lee College                                                                                                                                                   |  | Windham School District                   |  |
| By: _____                                                                                                                                                     |  | By: _____                                 |  |
| Mr. Jacob Atkin                                                                                                                                               |  | Robert O'Banion                           |  |
| President                                                                                                                                                     |  | Chief Financial Officer                   |  |
| Date: _____                                                                                                                                                   |  | Date: _____                               |  |

**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. Chapter 19 of the Texas Education Code requires Windham and TDCJ to enter into an MOU to administer the postsecondary program. For the purposes of this Contract related to Pell grants, TDCJ is 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 Board. TDCJ has approved the substantive provisions of this Contract.

**II. STATEMENT OF SERVICES TO BE PERFORMED**

See Attachment A, Statement of Services to be Performed.

**III. 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 and approved purchases as outlined in Attachment A.

**IV. CONTRACT AMOUNT**

The total amount of funds distributed by Windham under this Contract will not exceed \$786,240.00. 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.

**V. FUNDING FOR EDUCATIONAL SERVICES, MATERIAL, AND SUPPLIES**

A. The Institution will charge tuition and fees according to an agreed upon schedule. See the following attachments for examples of tuition and fees:

B-1 - cost of credit and developmental academic classes

B-2 - cost of workforce education classes

B-3 - itemization of workforce education 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.

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- B. The Institution must verify student eligibility for PSER funds prior to student enrollment. The cost of academic or workforce education 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 another source, approved by the Institution.
- 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 with the Institution's invoice.
- D. Students who use funds from their trust fund account to pay for tuition and fees must make their withdrawal form (I-25 Form) payable to the Institution. Payments for tuition and fees made by any source other than PSER must appear as a credit on the billing data submitted to Windham by the Institution.
- 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. Invoices for academic programs must be submitted separately from workforce education programs. Academic and workforce education billings must be submitted within 30 business days after the certification date for the academic semester or workforce education enrollment period. The Institution must follow Windham Postsecondary Education Operating Procedures for proper billing steps.

A billing invoice for cost of attendance must be submitted to the Windham College and Career Readiness department, must be made out to Windham School District 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, PSER Authorization Form (Attachment D-1), attendance roster and appropriate Institution signature. Billings for other eligible expenses should follow invoice instructions on Attachment A, Section 7, EQUIPMENT AND ALLOWABLE PURCHASES

- 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, may be reimbursed utilizing funds budgeted in the fiscal year the invoice was received.

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- 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.

**VI. ENTIRE AGREEMENT; MODIFICATIONS**

This Contract and any written modifications constitute the entire agreement between the Parties. This Contract may be modified only by a written document signed by the authorized representatives of the Parties. A material modification is not effective unless approved in writing by TDCJ. 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.

**VII. REPORTING REQUIREMENTS**

The Institution will prepare reports as instructed in Attachment A, Section 9, REPORTING AND EVALUATION REQUIREMENTS.

**VIII. TERM OF CONTRACT**

This Contract is effective upon last signature hereto and will terminate August 31, 2027, unless terminated sooner in accordance with Section XI below.

**IX. RELATIONSHIP OF PARTIES**

The Institution is associated with Windham only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder. The Institution is an independent contractor. Nothing contained herein will be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent or to otherwise create any liability for Windham whatsoever with respect to the indebtedness, liabilities and obligations of the Institution or any other Party.

**X. NOTICES**

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

**Lee College**

Windham: College and Career Readiness Administrator  
email: [postsecondary.business@wsdtx.org](mailto:postsecondary.business@wsdtx.org)

Institution: Donna Zuniga, Executive Director, Lee College Huntsville Center  
email: [dzuniga@lee.edu](mailto:dzuniga@lee.edu)

**XI. DEFAULT AND TERMINATION**

- A. If 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 may 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 GENERAL REQUIREMENTS 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.

**XII. CERTIFICATIONS**

Parties 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.

**XIII. MISCELLANEOUS**

- A. 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.

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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.

- B. 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.
- C. Institution agrees to receive Windham's written approval prior to applying for grants for programs to which this Contract applies.
- D. **Public Information Act.** Parties will comply with the provisions of Chapter 552, Texas Government Code, (Texas Public Information Act) and 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 will 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.
- E. **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 pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Windham, TDCJ, and the State of Texas.
- F. **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.
- G. **Dispute Resolution.** Disputes arising under the Contract will be resolved in accordance with the dispute resolution process provided in Chapter 2009 of the Texas Government Code.

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- H. **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 entities 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, Receiving Party will not be liable to Performing Party for any damages which are caused or associated with such termination or cancellation, and Receiving Party will not be required to give prior notice.
- I. **Force Majeure.** Neither party will 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 will 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 business days of the existence of such force majeure, or otherwise waive this right as a defense.
- J. **Assignment.** No assignment of this Contract or of any right accruing hereunder will be made, in whole or part, by either party without the prior written consent of the other.
- K. **No Waiver.** This Contract will not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either 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 will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- L. **Survival.** The expiration or termination of this Contract will not affect the rights and obligations of the parties accrued prior to the effective date of expiration or termination and such rights and obligations will survive and remain enforceable.
- M. **Severability.** If a provision of this Contract is deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provision of the Contract and this Contract will be construed as if such invalid, illegal or unenforceable provision had never been included in the Contract.
- N. **Governing Law; Venue.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for legal action is Walker County.

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- O. **Data Sharing.** Texas Education Code, section 19.011, allows Windham to obtain data from the Texas Higher Education Coordinating Board (THECB) as necessary to support and evaluate Postsecondary programs. The Family Educational Rights and Privacy Act (FERPA) allows disclosure of education records to authorized representatives of state educational authorities for evaluating state supported education programs. 34 C.F.R. 99.31(a)(3); 34 C.F.R. 99.35(a)(1). Windham is an “education authority.” Accordingly, Institution consents to the THECB providing to Windham, and Windham receiving from the THECB, the following reports, as submitted in accordance with the THECB Reporting and Procedures Manual:

CBM 009 Graduation Report  
CBM 0C1 Student Census Report  
CBM 0CS Census Student Schedule Report  
CBM 002 Texas Success Initiative Report  
CBM 008 Faculty Report  
CBM 00S Student Schedule Report  
CBM 0E1 Student End of Semester Report

and the "Licensure Report" containing the following data points:

- First Name
- Last Name
- Student ID
- SSN
- Exam Name
- Did the student take the exam?
- Date Taken
- Did the student pass the exam?
- Information Source (Student self-report or information directly from testing age.



**STATEMENT OF SERVICES TO BE PERFORMED****1. CONTRACTING PARTIES**

This Statement of Services contains detailed terms of the Contract between Windham School District (Windham) and Lee College (College) through which the College will conduct postsecondary for-credit classes pursuant to rules, policies and procedures of the College, the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the Texas Department of Criminal Justice (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 upon a recommendation by the Texas Postsecondary Education Program Advisory Board (Advisory Board) in support of the following degree programs:

- Associate of Arts in General Studies
- Associate of Applied Science in Air Conditioning
- Associate of Applied Science in Business Management
- Associate of Applied Science in Cabinet-Making
- Associate of Applied Science in Culinary Arts
- Associate of Applied Science in Horticulture
- Associate of Applied Science in Logistics
- Associate of Applied Science in Microcomputer Operations
- Associate of Applied Science in Welding Technology

2.2 The best interest of students is served by the associate 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. The degree includes general education courses that are considered to be core requirements for baccalaureate degree programs.
- 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 upon a recommendation by the Advisory Board in support of the following Certificate of Completion programs:

- Certificate of Completion in Advanced Automotive
- Certificate of Completion in Advanced Combination Welding
- Certificate of Completion in Advanced Culinary Arts
- Certificate of Completion in Advanced Welding
- Certificate of Completion in Air Conditioning
- Certificate of Completion in Basic Automotive
- Certificate of Completion in Business
- Certificate of Completion in Cabinet-Making

- Certificate of Completion in Culinary Arts
- Certificate of Completion in Entrepreneurship
- Certificate of Completion in Horticulture
- Certificate of Completion in Intermediate Welding Technology
- Certificate of Completion in International Business
- Certificate of Completion in Landscape Management
- Certificate of Completion in Logistics
- Certificate of Completion in Management
- Certificate of Completion in Marketing
- Certificate of Completion in Microcomputer Applications
- Certificate of Completion in Supervision
- Certificate of Completion in Truck Driving
- Certificate 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 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 as an Off-Campus Instructional Site, and each site must be individually approved by SACSCOC. [Ref §600.2]

If the College offers programs in employment sectors or specific occupations that require licensure or certification in Texas, the program must satisfy all educational requirements for professional licensure or certification, including 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 assign personnel who are responsible for verifying the eligibility of prospective students in TDCJ facilities where the College provides services.

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

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

The College will waive physical education requirements for any degree or certificate program offered under this Contract.

The College will waive the requirement for students 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. 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 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 must 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)]

Lower-division technical courses are identified using the Texas Common Course Numbering System, and course catalog descriptions and learning outcomes must 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 by the Windham College and Career Readiness department, the College will provide feedback or information related to the Best Interest Determination (BID) that is compiled periodically by Windham and the Advisory Board 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 Advisory Board to provide recommendations regarding the approval and operation of prison education programs if requested by Windham. [Ref §668.241 (b)]

The College will include the student's TDCJ number and name on all class rosters, registration and billing documents, graduation lists and any other official college

correspondence. Diplomas and official transcripts will be substantially similar to diplomas of community-based students and will not contain students' TDCJ numbers or other information associating the student with a Prison Education Program.

### 3.2 TDCJ and Windham

Appropriate work areas will be provided to the College for purposes of student interviewing, advising, etc.

Classes will be held in TDCJ facilities and TDCJ will provide security, 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 assess the eligibility of prospective students who are not currently in a TDCJ facility that offers a postsecondary program. The College may assist with verification assessments. Eligibility criteria for all programs is listed in the Windham Postsecondary Education Policy.

The Windham College and Career Readiness department will ensure that the appropriate I-25 payment process is followed prior to class registration completion.

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

## 4. CLASSES AND SCHEDULES

The College will coordinate and finalize the proposed classes 90 days prior to the beginning of each semester and will submit the Class Offering Form to the Windham College and Career Readiness department. This recommendation must include: 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 submit enrollment verification in a Windham-approved format to the Windham College and Career Readiness department no later than the class certification date.

The College will observe holidays and breaks according to the Windham school calendar. The College will ensure that the College holiday schedule is furnished to Windham College and Career Readiness department.

## 5. COLLEGE FACULTY AND STAFF REQUIREMENTS

All College faculty are 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 employees working in TDCJ facilities. The level 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.

Prior to working on TDCJ facilities, College employees must meet security clearance requirements, as determined by Windham and TDCJ (see Attachment E) and pre-service training. The Windham

Human Resources department will notify the College of security clearance results.

Windham will provide an initial in-person, 12-hour security training for new College employees prior to the first scheduled class day. All new employees must attend this session. Location of the training will be determined by Windham.

Windham will provide a mandatory annual in-person, 12-hour security training for returning College employees each school year. Location of the training will be determined by Windham.

While on a TDCJ facility, College employees must cooperate with TDCJ security staff and follow all relevant TDCJ and Windham policies. Violations may result in being banned from TDCJ facilities.

#### 6. STUDENT SERVICES PROVIDED BY COLLEGE

The College will 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 9.1.2 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 student enrollments.

The College must provide reasonable accommodations in accordance with the Americans with Disabilities Act (ADA) in a manner similar to provisions made for community-based students. Windham will cooperate as necessary by sharing applicable information related to students' accommodations.

Upon request, the College will provide to the Windham College and Career Readiness department a copy of a student's transcript. Student degree plans or audits should be updated after each semester of attendance. The College must maintain student attendance records in a manner determined 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 student educational information and documentation. The College must retain the original release and maintain a copy in the student's postsecondary education file.

#### 7. COLLEGE EQUIPMENT AND ALLOWABLE PURCHASES

Equipment and other allowable items purchased by the College for use in postsecondary programs must be used for information technology, program startups and program enhancements in the classroom and are not assigned or allocated to an individual student. These items 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 items.

**Attachment A**

Purchases that are reimbursed with PSER funds may only be used for educating students under this Contract. Specifications must be consistent with items purchased for similar community-based programs, taking into consideration connectivity status. The College is responsible for all service, repair and maintenance of purchased items.

To request reimbursement for approved purchases, the College must provide the Windham College and Career Readiness department with the following documentation: a copy of the invoice for each purchase; documentation establishing delivery to the classrooms; proof of payment amount (such as a voided check); and a completed Reimbursement Request for Approved Purchases Form. The items must be labeled as PSER equipment following guidelines provided by the Windham College and Career Readiness department.

When items are no longer needed, the College will contact the Windham College and Career Readiness department. Items purchased with PSER funds must be used by another postsecondary program within TDCJ when possible. If no postsecondary program in TDCJ can use the items, the items may be used by Windham for other educational programs. If Windham cannot use the items, the College may follow applicable policies and transfer or dispose of the items.

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

The College must comply with all TDCJ and Windham Information Technology policies.

## 8. TEXTBOOKS, MATERIALS AND SUPPLIES

### 8.1. 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.

### 8.2 Retention of Textbooks, Materials and Supplies

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

### 8.3 Windham College and Career Readiness Department Responsibilities

The Windham College and Career Readiness department is responsible for approving all textbooks, materials and supplies to be purchased with PSER funds.

### 8.4. College Responsibilities

The College will furnish all textbooks, materials and supplies required to conduct

educational programs, consistent with those provided in community-based programs.

The cost of textbooks, materials and supplies 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 will ensure that all resources comply with Texas laws and executive orders.

The College will select textbooks required 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 and distributing textbooks, materials and supplies according to TDCJ policies and procedures.

## 9. REPORTING AND EVALUATION REQUIREMENTS

### 9.1. College

#### 9.1.1. Class Records

Student class records are 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.

#### 9.1.2. Semester, Annual, CTE Cycle and Other Reports

The College will prepare a report within 30 days from the end of each year and semester detailing the College's academic activities required by this Contract. The reports must include the following:

- Degree or certification plan required for new programs or when modifications have been made to programming (sample format provided in Attachments C-1A, C-1B & C-1C);
- Degree and certificate completions every semester or CTE term (Attachments 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;

**Attachment A**

- 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 workforce education programs (Attachments D-5B);
- Documentation of Academic and Career Advising Services for first time-in-College (FTIC) students during their first 12 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); and
- Documentation of post-release postsecondary enrollment and attainment of students (Attachment D-10).

## 9.2. Best Interest Determination, Collaboration and Data Collection

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

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

### 9.2.2. Roles and Responsibilities

- a. Windham will convene an advisory board 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 Board is responsible for conducting a thorough review of each Prison Education Program application and providing a recommendation to TDCJ.



- c. TDCJ, in collaboration with Windham, is responsible for making the best interest determination through a feedback process that considers input from the Advisory Board and other relevant stakeholders and in light of the totality of the circumstances. [Ref §668.241 (b)] TDCJ is responsible for reporting the BID to the US Department of Education.
- d. All institutions with Prison Education Programs will attend virtual monthly collaborative meetings hosted by the Texas Higher Education in Prison Consortium (TXHEPC) or Windham.
- e. Windham will collect data from institutions and other sources including the National Student Clearinghouse and the Texas Workforce Commission, and prepare reports for Colleges, TDCJ, and the Advisory Board.
- 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.

#### 9.2.3. Timelines and Data Sharing

- a. The Advisory Board 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 Board 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 may 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 (Student ID, TDCJ ID, SSN/PEIMS) 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. Due dates for Identity Files are 15-Oct, 15-Mar, and 15-Aug.
- h. 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  |

9.2.4. Measures to be considered by the Advisory Board for their review and 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;  
  
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;
- b. 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;
- c. 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;
- d. 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;

**Attachment A**

- 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; and
- l. Other indicators pertinent to program success as determined by the oversight entity.

**9.2.5. Outcomes Benchmarks**

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

**9.2.6. Continuous Improvement**

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

**9.2.7. Remediation Contingencies**

- a. TDCJ and Windham can request monitoring data and conduct evaluations of program outcomes at any time and on any schedule.
- b. If 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)]

**9.2.8. Reports to the College**

**Attachment A**

- a. Windham will inform the College of the methodology that was used to determine program eligibility. [Ref §668.241 (f) (1)]
- b. Windham will inform 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 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).

**Attachment B-1**

## Schedule of Tuition/Fees - Academic

INSTITUTION: LEE COLLEGE

ACADEMIC YEAR: 2026-2027

**Lee College**  
**Schedule of Tuition/Fees - Academic**  
*September 1, 2026 to August 31, 2027*

| HOURS | TUITION | TECH FEE | MYBOOKS FEE | STUDENT SERV FEE | TOTAL   |
|-------|---------|----------|-------------|------------------|---------|
| 1     | 59.00   | 65.00    | 33.00       | 90.00            | 247.00  |
| 2     | 118.00  | 65.00    | 66.00       | 90.00            | 339.00  |
| 3     | 177.00  | 65.00    | 99.00       | 90.00            | 431.00  |
| 4     | 236.00  | 65.00    | 132.00      | 90.00            | 523.00  |
| 5     | 295.00  | 65.00    | 165.00      | 90.00            | 615.00  |
| 6     | 354.00  | 65.00    | 198.00      | 90.00            | 707.00  |
| 7     | 413.00  | 65.00    | 231.00      | 90.00            | 799.00  |
| 8     | 472.00  | 65.00    | 264.00      | 90.00            | 891.00  |
| 9     | 531.00  | 65.00    | 297.00      | 90.00            | 983.00  |
| 10    | 590.00  | 65.00    | 330.00      | 90.00            | 1075.00 |
| 11    | 649.00  | 65.00    | 363.00      | 90.00            | 1167.00 |
| 12    | 708.00  | 65.00    | 396.00      | 90.00            | 1259.00 |
| 13    | 767.00  | 65.00    | 429.00      | 90.00            | 1351.00 |
| 14    | 826.00  | 65.00    | 462.00      | 90.00            | 1443.00 |
| 15    | 885.00  | 65.00    | 495.00      | 90.00            | 1535.00 |
| 16    | 944.00  | 65.00    | 528.00      | 90.00            | 1627.00 |
| 17    | 1003.00 | 65.00    | 561.00      | 90.00            | 1719.00 |
| 18    | 1062.00 | 65.00    | 594.00      | 90.00            | 1811.00 |

Academic and Vocational classes are charged tuition at the rate of \$59 per semester credit hour (SCH), as well as a technology fee of \$65 per session, a student service fee of \$90 per session, and a myBooks fee of \$33.00 per SCH to cover books and required materials.

**Attachment B-2**

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

INSTITUTION: LEE COLLEGE

ACADEMIC YEAR: 2026-2027

**Lee College****Schedule of Classes and Tuition/Fees - Technical***September 1, 2026 to August 31, 2027*

| <b>Technical Courses</b>               | <b>Unit</b> | <b>Tuition</b> | <b>General Fees</b> | <b>Total</b> | <b>Hours</b> | <b>Unit Name</b> |
|----------------------------------------|-------------|----------------|---------------------|--------------|--------------|------------------|
| Culinary Arts                          | EA          | \$944.00       | \$548.00            | \$1,492.00   | 16           | Wainwright Unit  |
| Advanced Culinary Arts                 | EA          | \$1,534.00     | \$640.00            | \$2,174.00   | 26           | Wainwright Unit  |
| Horticulture                           | E1          | \$1,180.00     | \$574.00            | \$1,754.00   | 20           | Ellis Unit       |
| Advanced Horticulture                  | E1          | \$1,121.00     | \$541.00            | \$1,662.00   | 19           | Ellis Unit       |
| Air Conditioning                       | E1          | \$1,062.00     | \$307.00            | \$1,369.00   | 18           | Ellis Unit       |
| Air Conditioning Advanced              | E1          | \$944.00       | \$419.00            | \$1,363.00   | 16           | Ellis Unit       |
| Cabinet Making                         | FE          | \$2,242.00     | \$640.00            | \$2,882.00   | 38           | Ferguson Unit    |
| Welding                                | FE          | \$944.00       | \$838.00            | \$1,782.00   | 16           | Ferguson Unit    |
| Advanced Welding                       | FE          | \$1,121.00     | \$706.00            | \$1,827.00   | 19           | Ferguson Unit    |
| Automotive - Basic                     | HV          | \$1,298.00     | \$509.00            | \$1,807.00   | 22           | Huntsville Unit  |
| Automotive - Advanced                  | HV          | \$1,180.00     | \$523.00            | \$1,703.00   | 20           | Huntsville Unit  |
| Welding                                | P2          | \$1,180.00     | \$838.00            | \$2,018.00   | 20           | Luther Unit      |
| Advanced Welding                       | P2          | \$1,121.00     | \$706.00            | \$1,827.00   | 19           | Luther Unit      |
| Microcomputer Applications             | WY          | \$1,357.00     | \$1,069.00          | \$2,426.00   | 23           | Wynne Unit       |
| Logistics (LOM1)                       | WY          | \$1,180.00     | \$1,654.00          | \$2,834.00   | 20           | Wynne Unit       |
| Welding                                | WY          | \$1,180.00     | \$838.00            | \$2,018.00   | 20           | Wynne Unit       |
| Advanced Welding                       | WY          | \$1,121.00     | \$706.00            | \$1,827.00   | 19           | Wynne Unit       |
| Truck Driving - CDL Students           | WY          | \$1,298.00     | \$526.00            | \$1,824.00   | 22           | Wynne Unit       |
| Truck Driving - Class C & CDL Licenses | WY          | \$1,298.00     | \$562.00            | \$1,860.00   | 22           | Wynne Unit       |
| Logistics (LOM1)                       | LJ          | \$1,770.00     | \$1,654.00          | \$3,424.00   | 30           | Plane State Jail |
| Horticulture                           | P2          | \$1,180.00     | \$574.00            | \$1,754.00   | 20           | Luther Unit      |
| Advanced Horticulture                  | P2          | \$1,121.00     | \$541.00            | \$1,662.00   | 19           | Luther Unit      |

## Attachment B-3

## Career and Technical Education Tuition and Itemized Fee Schedule

INSTITUTION: LEE COLLEGE

ACADEMIC YEAR: 2026-2027

## LEE COLLEGE

## TECHNICAL TUITION AND FEE SCHEDULE

September 1, 2026 to August 31, 2027

|              | Technical Program                          | Unit       | Tuition         | Fee           | Total           | Hours     |
|--------------|--------------------------------------------|------------|-----------------|---------------|-----------------|-----------|
|              | <b>Culinary Arts</b>                       | Wainwright |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                          |            |                 | 130.00        |                 |           |
|              | myBooks Fee                                |            |                 | 198.00        |                 |           |
|              | Student Services Fee                       |            |                 | 180.00        |                 |           |
|              | Serv Safe                                  |            |                 | 40.00         |                 |           |
|              | <b>Total for Culinary Arts</b>             |            | <b>944.00</b>   | <b>548.00</b> | <b>1,492.00</b> | <b>16</b> |
|              |                                            |            |                 |               |                 |           |
|              | <b>*Advanced Culinary Arts</b>             | Wainwright |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                          |            |                 | 130.00        |                 |           |
|              | myBooks Fee                                |            |                 | 330.00        |                 |           |
|              | Student Services Fee                       |            |                 | 180.00        |                 |           |
|              | <b>Total for Advanced Culinary Arts</b>    |            | <b>1,534.00</b> | <b>640.00</b> | <b>2,174.00</b> | <b>26</b> |
|              |                                            |            |                 |               |                 |           |
|              | <b>Horticulture</b>                        | Ellis      |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                          |            |                 | 130.00        |                 |           |
|              | myBooks Fee                                |            |                 | 264.00        |                 |           |
|              | Student Services Fee                       |            |                 | 180.00        |                 |           |
|              | <b>Total for Horticulture</b>              |            | <b>1,180.00</b> | <b>574.00</b> | <b>1,754.00</b> | <b>20</b> |
|              |                                            |            |                 |               |                 |           |
|              | <b>*Advanced Horticulture</b>              | Ellis      |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                          |            |                 | 130.00        |                 |           |
|              | myBooks Fee                                |            |                 | 231.00        |                 |           |
|              | Student Services Fee                       |            |                 | 180.00        |                 |           |
|              | <b>Total for Horticulture</b>              |            | <b>1,121.00</b> | <b>541.00</b> | <b>1,662.00</b> | <b>19</b> |
|              |                                            |            |                 |               |                 |           |
|              | <b>Air Conditioning</b>                    | Ellis      |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                          |            |                 | 130.00        |                 |           |
|              | myBooks Fee                                |            |                 | 132.00        |                 |           |
|              | Student Services Fee                       |            |                 | 180.00        |                 |           |
|              | VIG Testing Fee                            |            |                 | 20.00         |                 |           |
|              | <b>Total for Air Conditioning</b>          |            | <b>1,062.00</b> | <b>462.00</b> | <b>1,524.00</b> | <b>18</b> |
|              |                                            |            |                 |               |                 |           |
|              | <b>Air Conditioning Advanced</b>           | Ellis      |                 |               |                 |           |
|              | Learning Tech Fee                          |            |                 | 130.00        |                 |           |
|              | myBooks Fee                                |            |                 | 264.00        |                 |           |
|              | Student Services Fee                       |            |                 | 180.00        |                 |           |
|              | <b>Total for Air Conditioning Advanced</b> |            | <b>944.00</b>   | <b>574.00</b> | <b>1,518.00</b> | <b>16</b> |

## Attachment B-3

|              | Technical Program                               | Unit     | Tuition         | Fee           | Total           | Hours     |
|--------------|-------------------------------------------------|----------|-----------------|---------------|-----------------|-----------|
|              | <b>Cabinet Making</b>                           | Ferguson |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                               |          |                 | 130.00        |                 |           |
|              | myBooks Fee                                     |          |                 | 330.00        |                 |           |
|              | Student Services Fee                            |          |                 | 180.00        |                 |           |
|              | <b>Total for Cabinet Making</b>                 |          | <b>2,242.00</b> | <b>640.00</b> | <b>2,882.00</b> | <b>38</b> |
|              |                                                 |          |                 |               |                 |           |
|              | <b>Welding (Started January 2026)</b>           | Ferguson |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                               |          |                 | 130.00        |                 |           |
|              | myBooks Fee                                     |          |                 | 528.00        |                 |           |
|              | Student Services Fee                            |          |                 | 180.00        |                 |           |
|              | <b>Total for Welding</b>                        |          | <b>236.00</b>   | <b>838.00</b> | <b>1,074.00</b> | <b>4</b>  |
|              |                                                 |          |                 |               |                 |           |
|              | <b>*Advanced Welding (Started January 2026)</b> | Ferguson |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                               |          |                 | 130.00        |                 |           |
|              | myBooks Fee                                     |          |                 | 396.00        |                 |           |
|              | Student Services Fee                            |          |                 | 180.00        |                 |           |
|              | <b>Total for Advanced Welding</b>               |          | <b>1,180.00</b> | <b>706.00</b> | <b>1,886.00</b> | <b>20</b> |
|              |                                                 |          |                 |               |                 |           |
|              | <b>Horticulture</b>                             | Luther   |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                               |          |                 | 130.00        |                 |           |
|              | myBooks Fee                                     |          |                 | 264.00        |                 |           |
|              | Student Services Fee                            |          |                 | 180.00        |                 |           |
|              | <b>Total for Horticulture</b>                   |          | <b>1,180.00</b> | <b>574.00</b> | <b>1,754.00</b> | <b>20</b> |
|              |                                                 |          |                 |               |                 |           |
|              | <b>*Advanced Horticulture</b>                   | Luther   |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                               |          |                 | 130.00        |                 |           |
|              | myBooks Fee                                     |          |                 | 231.00        |                 |           |
|              | Student Services Fee                            |          |                 | 180.00        |                 |           |
|              | <b>Total for Horticulture</b>                   |          | <b>1,121.00</b> | <b>541.00</b> | <b>1,662.00</b> | <b>19</b> |
|              |                                                 |          |                 |               |                 |           |
|              | <b>Welding</b>                                  | Luther   |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                               |          |                 | 130.00        |                 |           |
|              | myBooks Fee                                     |          |                 | 528.00        |                 |           |
|              | Student Services Fee                            |          |                 | 180.00        |                 |           |
|              | <b>Total for Welding</b>                        |          | <b>1,180.00</b> | <b>838.00</b> | <b>2,018.00</b> | <b>20</b> |
|              |                                                 |          |                 |               |                 |           |
|              | <b>*Advanced Welding</b>                        | Luther   |                 |               |                 |           |
| Type of Fees | Learning Tech Fee                               |          |                 | 130.00        |                 |           |
|              | myBooks Fee                                     |          |                 | 396.00        |                 |           |
|              | Student Services Fee                            |          |                 | 180.00        |                 |           |
|              | <b>Total for Advanced Welding</b>               |          | <b>1,121.00</b> | <b>706.00</b> | <b>1,827.00</b> | <b>19</b> |



## Attachment B-3

|              | Technical Program                                             | Unit       | Tuition         | Fee             | Total           | Hours     |
|--------------|---------------------------------------------------------------|------------|-----------------|-----------------|-----------------|-----------|
|              | <b>Automotive Mechanics - Basic</b>                           | Huntsville |                 |                 |                 |           |
| Type of Fees | Learning Tech Fee                                             |            |                 | 130.00          |                 |           |
|              | myBooks Fee                                                   |            |                 | 99.00           |                 |           |
|              | Student Services Fee                                          |            |                 | 180.00          |                 |           |
|              | ASE Testing (ALCS) EPA 609 -a/c                               |            |                 | 19.00           |                 |           |
|              | ASE Professional Test Registration                            |            |                 | 34.00           |                 |           |
|              | 1 ASE Test                                                    |            |                 | 47.00           |                 |           |
|              | <b>Total for Automotive - Basic</b>                           |            | <b>1,298.00</b> | <b>509.00</b>   | <b>1,807.00</b> | <b>22</b> |
|              |                                                               |            |                 |                 |                 |           |
|              | <b>*Advanced Automotive</b>                                   | Huntsville |                 |                 |                 |           |
| Type of Fees | Learning Tech Fee                                             |            |                 | 130.00          |                 |           |
|              | myBooks Fee                                                   |            |                 | 132.00          |                 |           |
|              | Student Services Fee                                          |            |                 | 180.00          |                 |           |
|              | ASE Professional Test Registration fee                        |            |                 | 34.00           |                 |           |
|              | 1 ASE Test                                                    |            |                 | 47.00           |                 |           |
|              | <b>Total for Advanced Automotive</b>                          |            | <b>1,180.00</b> | <b>523.00</b>   | <b>1,703.00</b> | <b>20</b> |
|              |                                                               |            |                 |                 |                 |           |
|              | <b>Microcomputer Applications (Discontinued January 2027)</b> | Wynne      |                 |                 |                 |           |
| Type of Fees | Learning Tech Fee                                             |            |                 | 130.00          |                 |           |
|              | myBooks Fee                                                   |            |                 | 759.00          |                 |           |
|              | Student Services Fee                                          |            |                 | 180.00          |                 |           |
|              | <b>Total for Microcomputer Applications</b>                   |            | <b>1,357.00</b> | <b>1,069.00</b> | <b>2,426.00</b> | <b>23</b> |
|              |                                                               |            |                 |                 |                 |           |
|              | <b>Logistics (LOM1) (Started January 2027)</b>                | Wynne      |                 |                 |                 |           |
| Type of Fees | Learning Tech Fee                                             |            |                 | 130.00          |                 |           |
|              | myBooks Fee                                                   |            |                 | 990.00          |                 |           |
|              | Student Services Fee                                          |            |                 | 180.00          |                 |           |
|              | OSHA Testing Fees                                             |            |                 | 144.00          |                 |           |
|              | CLT Testing Fees                                              |            |                 | 105.00          |                 |           |
|              | CLA Testing Fees                                              |            |                 | 105.00          |                 |           |
|              | <b>Total for Logistics</b>                                    |            | <b>0.00</b>     | <b>1,654.00</b> | <b>1,654.00</b> | <b>0</b>  |
|              |                                                               |            |                 |                 |                 |           |
|              | <b>Truck Driving - CDL Only</b>                               | Wynne      |                 |                 |                 |           |
| Type of Fees | Learning Tech Fee                                             |            |                 | 130.00          |                 |           |
|              | myBooks Fee                                                   |            |                 | 66.00           |                 |           |
|              | Student Services Fee                                          |            |                 | 180.00          |                 |           |
|              | CDL Fee                                                       |            |                 | 150.00          |                 |           |
|              | <b>Total for Truck Driving</b>                                |            | <b>1,298.00</b> | <b>526.00</b>   | <b>1,824.00</b> | <b>22</b> |

## Attachment B-3

|              | Technical Program                                  | Unit  | Tuition         | Fee             | Total           | Hours     |
|--------------|----------------------------------------------------|-------|-----------------|-----------------|-----------------|-----------|
|              | <b>**Truck Driving - Class C License &amp; CDL</b> | Wynne |                 |                 |                 |           |
| Type of Fees | Learning Tech Fee                                  |       |                 | 130.00          |                 |           |
|              | myBooks Fee                                        |       |                 | 66.00           |                 |           |
|              | Student Services Fee                               |       |                 | 180.00          |                 |           |
|              | Class C License                                    |       |                 | 36.00           |                 |           |
|              | CDL Fee                                            |       |                 | 150.00          |                 |           |
|              | <b>Total for Truck Driving</b>                     |       | <b>1,298.00</b> | <b>562.00</b>   | <b>1,860.00</b> | <b>22</b> |
|              | <b>** A Class C license will have a \$36 fee.</b>  |       |                 |                 |                 |           |
|              | <b>Welding</b>                                     | Wynne |                 |                 |                 |           |
| Type of Fees | Learning Tech Fee                                  |       |                 | 130.00          |                 |           |
|              | myBooks Fee                                        |       |                 | 528.00          |                 |           |
|              | Student Services Fee                               |       |                 | 180.00          |                 |           |
|              | <b>Total for Welding</b>                           |       | <b>1,180.00</b> | <b>838.00</b>   | <b>2,018.00</b> | <b>20</b> |
|              |                                                    |       |                 |                 |                 |           |
|              | <b>*Advanced Welding</b>                           | Wynne |                 |                 |                 |           |
| Type of Fees | Learning Tech Fee                                  |       |                 | 130.00          |                 |           |
|              | myBooks Fee                                        |       |                 | 396.00          |                 |           |
|              | Student Services Fee                               |       |                 | 180.00          |                 |           |
|              | <b>Total for Advanced Welding</b>                  |       | <b>1,121.00</b> | <b>706.00</b>   | <b>1,827.00</b> | <b>19</b> |
|              |                                                    |       |                 |                 |                 |           |
|              | <b>Logistics (LOM1)</b>                            | Plane |                 |                 |                 |           |
| Type of Fees | Learning Tech Fee                                  |       |                 | 130.00          |                 |           |
|              | myBooks Fee                                        |       |                 | 990.00          |                 |           |
|              | Student Services Fee                               |       |                 | 180.00          |                 |           |
|              | OSHA Testing Fees                                  |       |                 | 144.00          |                 |           |
|              | CLT Testing Fees                                   |       |                 | 105.00          |                 |           |
|              | CLA Testing Fees                                   |       |                 | 105.00          |                 |           |
|              | <b>Total for Logistics</b>                         |       | <b>1,770.00</b> | <b>1,654.00</b> | <b>3,424.00</b> | <b>30</b> |

**Attachment C-1A**

**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)<br>MAJOR GPA MUST BE AT LEAST 2.0 |                                                                    | CONTACT<br>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                          |                                                                    |                  |

Submit to Windham School District College and Career Readiness – [postsecondary@wsdtx.org](mailto:postsecondary@wsdtx.org)

**Attachment C-1B****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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**Attachment C-1C**

**GENERAL REPORTING REQUIREMENTS  
CERTIFICATE PLAN**

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

| MAJOR COURSES (20 CREDITS)<br>MAJOR GPA MUST BE AT LEAST 2.0 |                           | CONTACT<br>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)<br>MAJOR GPA MUST BE AT LEAST 2.0 |                                                   | CONTACT<br>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

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SEMESTER: 

ATTACH OFFICIAL TRANSCRIPTS TO THIS COVER SHEET  
Submit to Windham School District College and Career Readiness – [postsecondary@wsdtx.org](mailto:postsecondary@wsdtx.org)

**Attachment C-2B**

## 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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**Attachment C-4**

**SEMESTER REPORTING REQUIREMENTSSUMMARY OF CLASS  
CANCELLATIONS AND MAKE-UPS**

INSTITUTION: ACADEMIC YEAR: SEMESTER: 

| <b>ACADEMIC CLASSES</b> |              |             |                   |                                |                        |
|-------------------------|--------------|-------------|-------------------|--------------------------------|------------------------|
| <b>UNIT</b>             | <b>CLASS</b> | <b>DATE</b> | <b>INSTRUCTOR</b> | <b>REASON FOR CANCELLATION</b> | <b>DATE OF MAKE-UP</b> |
|                         |              |             |                   |                                |                        |
|                         |              |             |                   |                                |                        |
|                         |              |             |                   |                                |                        |
|                         |              |             |                   |                                |                        |
|                         |              |             |                   |                                |                        |
|                         |              |             |                   |                                |                        |
|                         |              |             |                   |                                |                        |
|                         |              |             |                   |                                |                        |
|                         |              |             |                   |                                |                        |
|                         |              |             |                   |                                |                        |

| <b>CAREER AND TECHNICAL EDUCATION CLASSES</b> |              |             |                   |                                |                        |
|-----------------------------------------------|--------------|-------------|-------------------|--------------------------------|------------------------|
| <b>UNIT</b>                                   | <b>CLASS</b> | <b>DATE</b> | <b>INSTRUCTOR</b> | <b>REASON FOR CANCELLATION</b> | <b>DATE OF MAKE-UP</b> |
|                                               |              |             |                   |                                |                        |
|                                               |              |             |                   |                                |                        |
|                                               |              |             |                   |                                |                        |
|                                               |              |             |                   |                                |                        |
|                                               |              |             |                   |                                |                        |
|                                               |              |             |                   |                                |                        |
|                                               |              |             |                   |                                |                        |
|                                               |              |             |                   |                                |                        |
|                                               |              |             |                   |                                |                        |

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**Attachment D-1**

**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.            |        |           |

Submit to Windham School District College and Career Readiness – [postsecondary@wsdtx.org](mailto:postsecondary@wsdtx.org)

UNIT:  Cost: \$32.00

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SEMESTER: Page 1 of 1

**Attachment D-4**

**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         |                              |                      |                   |

Submit to Windham School District College and Career Readiness – [postsecondary@wsdtx.org](mailto:postsecondary@wsdtx.org)

**Attachment D-5A**

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<br>NAME | INSTRUCTOR<br>ID | HIGHEST<br>CREDENTIAL | YEARS OF<br>PROFESSIONAL<br>EXPERIENCE | YEARS OF<br>TEACHING<br>EXPERIENCE | YEARS<br>EMPLOYED<br>BY COLLEGE<br>AS AN<br>INSTRUCTOR |
|--------------------|------------------|-----------------------|----------------------------------------|------------------------------------|--------------------------------------------------------|
|                    |                  |                       |                                        |                                    |                                                        |
|                    |                  |                       |                                        |                                    |                                                        |
|                    |                  |                       |                                        |                                    |                                                        |
|                    |                  |                       |                                        |                                    |                                                        |
|                    |                  |                       |                                        |                                    |                                                        |

**COMPARISON OF ACADEMIC FACULTY AT THE INSTITUTION'S PRISON  
EDUCATION PROGRAM TO THE MAIN CAMPUS**

|                                                     | PRISON<br>EDUCATION<br>PROGRAM<br>INSTRUCTORS | MAIN<br>CAMPUS<br>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<br>EXPERIENCE |                                               |                               |
| % FACULTY WITH 5+ YEARS PROFESSIONAL<br>EXPERIENCE  |                                               |                               |
| % FACULTY WITH 10+ YEARS TEACHING<br>EXPERIENCE     |                                               |                               |
| % FACULTY WITH 5+ YEARS TEACHING<br>EXPERIENCE      |                                               |                               |
| % FACULTY EMPLOYED 10+ YEARS BY COLLEGE             |                                               |                               |
| % FACULTY EMPLOYED 5+ YEARS BY COLLEGE              |                                               |                               |

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**Attachment D-5B**

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

INSTITUTION: ACADEMIC YEAR: 

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

| <b>COMPARISON OF CTE FACULTY AT THE INSTITUTION'S PRISON EDUCATION PROGRAM TO THE MAIN CAMPUS</b> |                                      |                         |
|---------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------|
|                                                                                                   | 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                                                            |                                      |                         |

Submit to Windham School District College and Career Readiness – [postsecondary@wsdtx.org](mailto:postsecondary@wsdtx.org)

**Attachment D-6**

**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**

| <b>Highest Award</b> | <b># Students Without Reported Wages</b> | <b># Students with One or Two Quarters of Wages</b> | <b>Average Earnings</b> | <b># Students with Three or Four Quarters of Wages</b> | <b>Average Earnings</b> |
|----------------------|------------------------------------------|-----------------------------------------------------|-------------------------|--------------------------------------------------------|-------------------------|
| Basic Certificate    |                                          |                                                     |                         |                                                        |                         |
| Advanced Certificate |                                          |                                                     |                         |                                                        |                         |
| Associate Degree     |                                          |                                                     |                         |                                                        |                         |

**GRADUATE EMPLOYMENT AND EARNINGS FOR TWO YEARS FOLLOWING RELEASE.  
POPULATION: STUDENTS RELEASED 24-35 MONTHS AGO**

| <b>Highest Award</b> | <b># Students Without Reported Wages</b> | <b># Students with One to Four Quarters of Wages</b> | <b>Average Earnings</b> | <b># Students with Five to Eight Quarters of Wages</b> | <b>Average Earnings</b> |
|----------------------|------------------------------------------|------------------------------------------------------|-------------------------|--------------------------------------------------------|-------------------------|
| Basic Certificate    |                                          |                                                      |                         |                                                        |                         |
| Advanced Certificate |                                          |                                                      |                         |                                                        |                         |
| Associate Degree     |                                          |                                                      |                         |                                                        |                         |

**GRADUATE EMPLOYMENT AND EARNINGS FOR THREE YEARS FOLLOWING RELEASE.  
POPULATION: STUDENTS RELEASED 36-47 MONTHS AGO**

| <b>Highest Award</b> | <b># Students Without Reported Wages</b> | <b># Students with One to Four Quarters of Wages</b> | <b>Average Earnings</b> | <b># Students with Five to Twelve Quarters of Wages</b> | <b>Average Earnings</b> |
|----------------------|------------------------------------------|------------------------------------------------------|-------------------------|---------------------------------------------------------|-------------------------|
| Basic Certificate    |                                          |                                                      |                         |                                                         |                         |
| Advanced Certificate |                                          |                                                      |                         |                                                         |                         |
| Associate Degree     |                                          |                                                      |                         |                                                         |                         |

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**Attachment D-7**

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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**Attachment D-8**

ANNUAL REPORTING REQUIREMENTS  
STUDENT LEARNING OUTCOMES ASSESSMENT

INSTITUTION: ACADEMIC YEAR: DEGREE OR CERTIFICATE PROGRAM: NUMBER OF STUDENTS ENROLLED DURING THE ACADEMIC YEAR: 

| <b>PERCENTAGE OF PEP STUDENTS WHO EXCEED, MEET, APPROACH OR ARE BELOW EXPECTATIONS FOR PROGRAM LEARNING OUTCOMES</b> |               |             |                 |              |
|----------------------------------------------------------------------------------------------------------------------|---------------|-------------|-----------------|--------------|
| <b>Program Learning Outcome</b>                                                                                      | <b>Exceed</b> | <b>Meet</b> | <b>Approach</b> | <b>Below</b> |
| 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: \_\_\_\_\_

| <b>PERCENTAGE OF NON-PEP STUDENTS WHO EXCEED, MEET, APPROACH OR ARE BELOW EXPECTATIONS FOR PROGRAM LEARNING OUTCOMES IN COMPARABLE PROGRAM(S)</b> |               |             |                 |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|-----------------|--------------|
| <b>Program Learning Outcome</b>                                                                                                                   | <b>Exceed</b> | <b>Meet</b> | <b>Approach</b> | <b>Below</b> |
| 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:**

Submit to Windham School District College and Career Readiness – [postsecondary@wsdtx.org](mailto:postsecondary@wsdtx.org)

**Attachment D-9**

**ANNUAL REPORTING REQUIREMENTS  
TRANSFERABILITY BETWEEN PEP AND NON-PEP PROGRAMS**

INSTITUTION: ACADEMIC YEAR: 

| <b>List of Identical Programs with Identical Program Completion Requirements</b> |                  |                                                    |                      |
|----------------------------------------------------------------------------------|------------------|----------------------------------------------------|----------------------|
| 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                  |

| <b>List of Identical Programs with Non-Identical Program Completion Requirements</b> |       |                                 |     |
|--------------------------------------------------------------------------------------|-------|---------------------------------|-----|
| Basic Certificate in Management                                                      | H-MN1 | Basic Certificate in Management | MN1 |

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

| <b>Comparison of Identical Program with Non-Identical Program Completion Requirements</b> |                                                  |
|-------------------------------------------------------------------------------------------|--------------------------------------------------|
| 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.

Submit to Windham School District College and Career Readiness – [postsecondary@wsdtx.org](mailto:postsecondary@wsdtx.org)

**Attachment D-10**

**ANNUAL REPORTING REQUIREMENTS  
POST-RELEASE COLLEGE ENROLLMENT AND ATTAINMENT**

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

| <b>PERCENTAGE OF PEP STUDENTS WHO ENROLLED IN POSTSECONDARY EDUCATION WITHIN 12, 24 OR 36 MONTHS AFTER BEING RELEASED</b> |                         |                         |                         |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------|
|                                                                                                                           | <b>Within 12 Months</b> | <b>Within 24 Months</b> | <b>Within 36 Months</b> |
| 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                                                                          |                         |                         |                         |

| <b>PERCENTAGE OF PEP STUDENTS WHO EARNED A POSTSECONDARY CERTIFICATE OR ASSOCIATE DEGREE WITHIN 2, 4 OR 6 YEARS AFTER BEING RELEASED</b> |                       |                       |                       |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|
|                                                                                                                                          | <b>Within 2 years</b> | <b>Within 4 years</b> | <b>Within 6 years</b> |
| 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                                                                                         |                       |                       |                       |

| <b>PERCENTAGE OF PEP STUDENTS WHO EARNED A BACHELOR'S DEGREE OR HIGHER WITHIN 2, 4 OR 6 YEARS AFTER BEING RELEASED</b> |                       |                       |                       |
|------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|
|                                                                                                                        | <b>Within 2 years</b> | <b>Within 4 years</b> | <b>Within 6 years</b> |
| 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](mailto:postsecondary@wsdtx.org)

**Attachment D-11**

**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 –

**Attachment E**

**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.

**Attachment F**

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

**Attachment F**

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.