Substantive Change Application Form
Of the Associate in Arts Degree
with Correspondence Education Option (Prison)

Directions: This application should be submitted at least 30 days prior to the anticipated start date of the change. Applications must be complete and the required fees received in order to be scheduled for review.

Email completed application to substantivechange@accjc.org.
Fees must be submitted to ACCJC, P.O. Box 147, Novato, CA 94948

Date of Inquiry: 04/17/2023 Anticipated Start Date: 08/01/2023

Institution Name: Windward Community College

Address: 45-72 Kea`ahala Road

City: Kane`ohe State: Hawai`i Zip: 96744

ALO Name: Charles Sasaki Telephone: 808-235-7456 Email: sasakich@hawaii.edu

Title of Application and description of Proposal:
50% of the Associate in Arts in Hawaiian Studies from Windward Community College (WCC) Offered to Incarcerated Men at the Halawa Correctional Facility (HCF)

Windward Community College (WCC) has been conducting classes in incarcerated facilities since 2017, at the Hawai‘i Youth Correctional Facility and the Women’s Community Correctional Center. We began offering classes at Halawa Correctional Facility in Fall of 2022 and now have plans to offer over 50% of the Associate of Arts in Hawaiian Studies. WCC has been selected as a Pell Experimental Site (Second Chance Pell institution) and will continue with mandated Pell reinstatement for the incarcerated when it takes effect. We would like for Halawa Correctional Facility to be able to participate in Pell funding for students.

Standard I: Mission, Academic Quality and Institutional Effectiveness, and Integrity

<table>
<thead>
<tr>
<th>Describe the new location, including the long-range planning process leading to this expansion.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windward Community College (WCC) has been offering classes at the Halawa Correctional Facility (HCF) since 2017. The facility is located at 99-902 Moanalua Road, Aiea, HI 96701. HCF is made up of two separate facilities: a special needs facility and a</td>
</tr>
</tbody>
</table>
medium security facility. The special needs facility opened in 1962, as the City and County of Honolulu’s Halawa Jail, and transferred to the State of Hawaii in 1977. The special needs facility houses maximum and closed custody inmates, inmates with severe/chronic mental illness who cannot be placed in the general population and inmates who require protective custody. The medium security facility opened in 1987, and is the newest and largest prison facility in the State of Hawaii. The medium security facility houses male sentenced felons. In order to mitigate overcrowding, there are about 1,400 male inmates from HCF that are housed in one out-of-state contracted facility in Arizona.

In 2016, then Vice Chancellor for Academic Affairs and now Chancellor, Ardis Eschenberg, PhD, with support from WCCC administration, WCC counselors, and Ke Kumu Pali, WCC’s Native Hawaiian Advisory Council, successfully wrote a U.S. Department of Education Title III grant to implement college credit-bearing coursework at two incarcerated facilities, the Women’s Community Correctional Center (WCCC) and the Hawaii Youth Correctional Facility (HYCF). In 2017, WCC began offering two sections of performing arts classes per semester at HYCF and two classes per semester from WCC’s Academic Subject Certificate (ASC) in Psychosocial Developmental Studies at WCCC. These courses were chosen based on a survey of potential student interest at the facility. Women who achieved this certificate then expressed a desire to continue their studies toward an Associate of Arts Liberal Arts. The facility’s educational team also expressed an interest in offering our ASC Business to the women as well. To create long term stability in funding for instruction, WCC successfully applied to be an Experimental Pell Site in 2022. This was done in cooperation with and with the support of WCC educational staff and Hawaii Department of Public Safety administration (see attached proposal and support letters). A substantive change to offer the entire AA Liberal Arts and provide financial aid was submitted to the ACCJC and approved in Fall 2022.

Windward Community College (WCC) started offering classes in Hawaiian Studies at Halawa Correctional Facility (HCF) in August 2022, utilizing the practices developed in serving incarcerated students at WCCC. Described in detail above, it is the largest prison facility in the State of Hawaii.

Through this effort, students will be able to take the courses required to meet 50 percent of the requirements for the Associate in Arts in Hawaiian Studies. Attaining a degree or more than half the requirements for the degree will give these incarcerated men a chance to better their lives after they exit the facility. Experimental Pell Site authorization will be requested again in 2023-2024 while we navigate the new process to become a Prison Education Program (PEP). We hope to begin to award Pell to cover educational expenses at HCF beginning in Fall 2023.

WCC has one full-time counselor devoted through grant funds to providing support and advising to this population. She has developed methods and materials for this effort. University of Hawaii Community Colleges System Office has requested a permanent position from the state legislature for the upcoming budgetary cycle. This effort is well-supported by legislators as it is the only significant college credit bearing program for incarcerated students in Hawaii. If the position is not granted, WCC will work to internally reassign a current counselor to have at least 50% duties in HCF.

Describe the planning process to determine the need to offer program(s) through correspondence education.
Due to the specific parameters of incarceration, WCC has developed correspondence practices for when a student or an entire facility is in lockdown so that educational trajectory is not negatively impacted and that learning outcomes are still obtained. This was particularly crucial during the pandemic. Continuing forward, correspondence will continue to be utilized in lockdown conditions. A very limited number of courses may be chosen to be offered through correspondence only so that educational trajectory can be enhanced, allowing for an additional course to be taken in a given semester for students who have conflicts, such as workline positions, during the day.

<table>
<thead>
<tr>
<th>Describe how the new location and delivery via correspondence education are consistent with the mission and goals of the institution.</th>
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</table>

WCC’s mission statement is “Windward Community College offers innovative programs in the arts and sciences and opportunities to gain knowledge and understanding of Hawai’i and its unique heritage. With a special commitment to support the access and educational needs of Native Hawaiians, we provide the Ko’olau region of O’ahu and beyond with liberal arts, career and lifelong learning in a supportive and challenging environment — inspiring students to excellence.”

Offering courses at the HCF speaks directly to our mission, as it fulfills our special commitment to support the access and educational needs of Native Hawaiians. As Native Hawaiians are over-represented in the incarcerated population, it also speaks to our special commitment to Native Hawaiians. 43% of our incarcerated students to date are Native Hawaiian, in addition 9% are Pacific Islander. The AA Hawaiian Studies specifically addresses Native Hawaiian educational needs through its decolonizing, culturally empowering curriculum. This program is also innovative in that it is the first degree program offered by University of Hawaii in an incarcerated facility serving male identifying individuals. Students in our program are very successful. The supportive, challenging environment which inspires excellence is demonstrated by the success of our incarcerated students, who have had an average grade point average of 3.6. 85% have received an A, B or C in their classes. All students to date have been the first in their family to attend college. Ten students have continued from incarcerated college education to enrolling on our campus post-release.

This program is aligned with our institutional values of inclusivity, diversity, aloha and striving for excellence by promoting equity to incarcerated individuals through the pursuit of education to a better life.

Our institutional set standards include course completions, degree/certificate completions, Native Hawaiian degree/certificate completion, PELL degree/certificate completion and transfer. Based on the current high course success rate, this program is likely to contribute positively to all these goals when we are able to offer degrees at this facility. The high percentage of Native Hawaiian students and incorporation of second chance PELL specifically address target populations of our standards. This program is important to the carceral populations we serve as it allows them to create a better intellectual life and set goals while incarcerated and to strive for a better standard of living post-release. It is important to our institution to serve these students as they are central to our mission and what we do.

Correspondence course offerings specifically address the mission, values and standards by allowing a larger number of incarcerated individuals to participate in higher education despite lockdown of facilities, solitary confinement of individual or workline responsibilities.
What is the expected impact of this new location? What benefits will result from this new location?

This location allows us to effectively offer college degrees to incarcerated men. An associate’s degree provides a qualification upon release that will help them to attain gainful employment or to pursue further education or both. WCC’s AA Hawaiian Studies will allow for seamless transfer upon release to any University of Hawaii (UH) institution. The degree and the general education core requirements have been articulated throughout the UH system. Our coursework also transfers well to other institutions in Hawaii (e.g. Chaminade University, Hawaii Pacific University). We now have had several formerly incarcerated students continue at WCC post-release. Their relationships with the college counselor and instructors while incarcerated formed a foundation to help them matriculate post-release. We immediately worked to provide them with resources, including free lunches four days a week, access to our food pantry and on-campus jobs, helping to ensure their transition was well supported. In general students in this program will have a better chance to get accepted into a program within the UH System or on the Mainland to further their studies, develop agency and critical thinking which can help them to have a better self-image of themselves and be productive in the society in which they live after serving their sentences.

What are the expected impacts and benefits of delivery via correspondence education?

A narrow set of courses (i.e. IS 103 Intro to College, introductory psychology and two Hawaiian Studies courses) have been identified to allow us to expand beyond the limited set of classrooms and times available for instruction at the facility. It further expands our student pool, as classroom sizes are quite small (i.e. limited to 8-15 students) and students may have religious, substance abuse counseling, and work responsibilities during class times, preventing them from participating otherwise. The educational trajectory for the incarcerated students can thus be enhanced, allowing for an additional course to be taken in a given. This modality is also critical for those students who are in lockdown and in the case the facilities enter lockdown.

Describe how the new location and correspondence education program(s) have been integrated into the college’s planning and evaluation processes.

The courses offered at the facility are the same courses offered to students at Windward Community College. The instructors are Windward Community College employees (either lecturers or faculty), and the classes at the facility are considered part of their work load. The faculty and courses are evaluated by the students and by the College as though they are on campus. The courses are also assessed and evaluated by the faculty and students in the same way the on campus courses are assessed. In addition, enrollment, grades and grade point average are monitored annually each fall for this program to ensure that it is successful.
### Standard II: Student Learning Programs and Support Services

**Describe the program(s) that will be offered at this new location and as correspondence education. Include a list of all the courses and requirements that are part of the program(s) and indicate those that students are able to complete at the new location.**

The courses are those already approved by the ACCJC for the Associate in Arts in Hawaiian Studies. The students can complete the entire degree while incarcerated. If released before completion, they can continue at WCC or any UHCC to easily finish their degree, as the AA Hawaiian Studies is offered at every University of Hawai‘i community college. Students can also transfer credits within the larger UH system or beyond.

Note that to ensure timely completion, a small number of classes have been identified that have been successfully taught via correspondence during the COVID 19 pandemic or could best lend themselves to this format. Due to lockdowns during the pandemic, we often had to shift classes to correspondence in order to allow students to progress. WCC wishes to allow for this modality for those students who are in lockdown, in the case the facilities enter lockdown and for a narrow set of courses that can be most successfully offered in this format. These courses (i.e. IS 103 Intro to College, introductory psychology and two Hawaiian Studies courses) allow us to expand beyond the limited set of classrooms and times available for instruction at the facility. It further expands our student pool, as classroom sizes are quite small (i.e. limited to 8-15 students) and students may have religious, substance abuse counseling, and work responsibilities during class times, preventing them from participating otherwise.

The proposed 2.5 year rotation of courses that provides for the AA Hawaiian Studies with courses noted for modality is included below.

**Describe how the institution will ensure that the correspondence education program(s) is evaluated for academic quality and improvement.**

Courses taught via correspondence are the same courses taught face-to-face on campuses and will be assessed in the same way as those courses. Peer reviews will be conducted in manner similar to online, asynchronous peer review, where the peer reviewer will be given access to syllabus and all course materials to review. Student Learning Outcome evaluation will follow the same schedule and review as that of non-correspondence sections of the same courses and will be included in departmental annual reviews.

**Describe how the college will confirm student authentication for enrollment and attendance purposes.**

WCC has an academic advisor assigned to the facility to onboard and support students throughout their academic journey, including to provide connections to higher education upon release. The academic advisor also acts as a liaison with HCF staff and provides troubleshooting and support for faculty teaching in the facilities. The advisor will meet with students to onboard, collect correspondence materials and discuss course progress, confirming enrollment and attendance.

**Describe how instruction will be delivered and how communications between faculty and students will occur.**
Instruction is delivered primarily via face to face classes at the facility. Communication will largely occur during this time. Some courses may be offered hybrid or online via a specific CANVAS lockdown browser and learning management system on securebook laptops. This software and hardware is specifically permitted by the facility. Course communication then can also occur via the lockdown browser and course learning management software. In the less frequent case of correspondence courses, communication is primarily via written means in the materials delivered back and forth between instructor and student. The assigned counselor will facilitate this and also, when possible, meet face to face with the students in correspondence courses to support progress and success.

**Describe the comparable programs, services and activities which will support incarcerated students (tutoring, learning resources, counseling and advising, etc.), and how students will be informed of their rights and responsibilities including the college’s grievance process.**

The counselor at each site provides services to the students for academic advising and counseling. Due to Public Safety Department regulations, mental health counseling is provided by their staff. The counselor also provides basic general tutoring. Instructors offer time before and/or after classes for support as well and can arrange to meet with students at other times. Through a partnership with Hawaii Friends for Restorative Justice, students are trained to be peer tutors using specific techniques such as the jigsaw method and peer support. Thus, incarcerated students are able to serve as tutors for classes they have taken. In addition, when feasible, we have brought student tutors from campus to the sites to provide support. Community volunteers have also provided tutoring. Learning resources are made available online at computers located at the Learning Center at the site. For example, the current counselor has created a Canvas course site with various learning modules to support effective studying and note-taking. Campus based advisors have been brought to the facility to help with the transition for students pre-release as well. Rights and responsibilities are provided in the onboarding of new students during a mandatory orientation. These are also shared by the counselor in regular meetings and when issues arise.

**Standard III: Resources**

<table>
<thead>
<tr>
<th>Human Resources:</th>
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<tbody>
<tr>
<td>Please describe the staffing plan to support this new location.</td>
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</tbody>
</table>
Staffing for this program consists largely of the counselor assigned to HCF and the instructors for the courses. Tutors are assigned to classes when requested by students or faculty. To date, these human resources have been provided through a US Department of Education Title III grant, which is in a final, no cost extension year.

Instructors will continue to chosen for this program based on courses needed. Beginning in Fall 2023, course instruction will be funded by tuition generated from student enrollment through PELL. We already have experience in implementing PELL at WCCC, where we incorporated PELL in a subset of classes in Spring 2023, troubleshooting and building best practices. In Fall 2023, we will transition to utilizing tuition generated by student enrollment, relying on PELL. Counselors at WCCC and HCF have already begun facilitating student FAFSA completion in anticipation. Thus, instructor staffing will proceed largely as it does for any course at WCC, based on enrollment and tuition generated.

HCF has one full-time counselor devoted through grant funds to providing support and advising to this population. She has developed methods and materials for this effort. University of Hawaii Community Colleges System Office has requested a permanent position from the state legislature for the upcoming budgetary cycle. This effort is well-supported by legislators as it is the only significant college credit bearing program for incarcerated students in Hawaii. One local legislator has also submitted a bill specifically for this program should it not be included in the final version of the UH budgetary legislation. So far, this bill has advanced successfully through the legislative process. Thus, the goal is to have a permanent, state-funded position in place by July 2023. If the position is not granted, WCC will work to internally reassign a current counselor to have at least 50% duties in HCF.

Tutors are provided via WCC’s Ka Piko center, which has an annual budget allocated for tutoring.

Facilities, Technology and Financial Resources:

- Explain the adequate facilities, technology and equipment, and financial resources the institution has to support this change. Include a budget showing evidence those resources are available and committed to support the new location.

Facilities are provided by HCF for WCC courses. MOAs from recent courses attest to this.
WCC utilized our COVID relief funds allocated through CARES, CRRSSA and ARPA federal legislation to purchase a bank of 120 secure book laptop computers designed specifically for incarcerated education for WCC college students. We also purchased the Canvas lockdown browser software necessary to provide coursework in compliance with the parameters of Department of Public Safety. These are now being maintained and replaced by WCC Computer Services through our regular campus procedures. Note that we generally enroll 40 to 60 students at WCCC and 40-60 at HCF. Thus, the current bank is more than adequate to meet student needs.

Online services and software are made available within the constraints of the incarcerated facility through the above mentioned secure book laptops and the CANVAS lockdown browser course management system. Library access has been provided through online contexts, requests that are then procured by the advisor and/or by offering students a limited set of options that are made available.

Currently, all financial resources needed for this program are covered through a US Department of Education Title III grant, which in a final, no cost extension year. This grant has provided for staffing, including counselor and instructors, textbooks, technology and any other costs. Moving forward, we have begun to institutionalize this program and its components. Instructors will be provided as per our regular campus processes, through tuition revenue generated by enrollment and our general operating budget. A request for this position (as well as a coordinator for incarcerated education and a counselor for the Hālawa Correctional Facility) has been submitted as part of the UH biennium budget request this year. If this request is not funded, WCC will internally reassign a current counselor to have at least 50% duties in HCF.

A budget is provided in the attachments to this document. Note that WCCs 2021-2022 budget had surplus funds at end of year. Similarly, current year projections forecast a large surplus. Therefore, the additional technology and program supplies and expenses will be easily absorbed. The current operating budget demonstrating surplus is attached as evidence.

**Standard IV: Leadership and Governance**

What leadership and governance oversight exists to ensure the continued academic quality and institutional effectiveness is maintained and sustained through this transition?

This program falls under our existing leadership and governance oversight rules. The counselor reports to the Vice Chancellor for Student Affairs and is subject to regular faculty evaluation policies and procedures, which include student and peer evaluations. The instructors are hired and evaluated through regular Academic Affairs policies for faculty and lecturers, which also include peer and student evaluations. Courses are part of our regular course offerings and, as such are subject to regular campus evaluation policies and procedures for implementation, revision and assessment. As we have already been operating in this facility for six years, we have worked to ensure that all these processes proceed appropriately despite the often restrictive nature of the facilities. For example, peer evaluations are generally conducted by the counselor or other instructors currently teaching in the facility, as access to facilities is limited by the facilities and can prove difficult. The counselor provides paper copies for student evaluations which
she distributes and collects when classes have been unable to access the internet to utilize the UH Course Evaluation System. In addition to be assessed and governed via regular policies and processes, our incarcerated facilities are additionally reviewed each fall for key measures, including enrollment, course success (passing with C or better), grade point average and, upon substantive change approval, degree completion.

Other

<table>
<thead>
<tr>
<th>Description of any legal or compliance requirements regarding this change.</th>
</tr>
</thead>
<tbody>
<tr>
<td>None. Please note we already have MOAs in place that have been approved by both UH General Counsel and Department of Public Safety General Counsel. Thus, this has been resolved for over six years. Any new compliance or legal issues will be resolved in the same way that the MOA has been created. That is, through open communication between both agencies to ensure we meet our common goal of providing opportunities for students.</td>
</tr>
</tbody>
</table>

Evidence

1. Course rotation and modalities for AA Hawaiian Studies
2. Site related budget
3. 2022-2023 WCC Operational Expenditure Plan showing projected surplus
4. USDOE Title III GAN
5. Experiment Pell Site proposal and award notification
6. MOAs for coursework offered to date
<table>
<thead>
<tr>
<th>AA Hawaiian Studies Requirements</th>
<th>Required Coursework</th>
<th>Semester to be offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Comm (ENG 100)</td>
<td>ENG 100</td>
<td>Summer 1</td>
</tr>
<tr>
<td>Oral Comm</td>
<td>SP 151</td>
<td>Fall 2</td>
</tr>
<tr>
<td>Quantitative</td>
<td>MATH 100</td>
<td>Fall 2</td>
</tr>
<tr>
<td>Global &amp; Multicultural Perspectives (3 credits)</td>
<td>ANTH 152</td>
<td>Spring 2</td>
</tr>
<tr>
<td>Hawaiian Studies Requirements</td>
<td>HWST 107 HWST 270 (WI) HWST 101 HWST 102</td>
<td>Fall 1 Spring 1 Spring 1 Spring 1</td>
</tr>
<tr>
<td>Diversifications (18 cr)</td>
<td>MUS 121Z 'Ukulele 1 HWST 115 Mo'okūahuau: Hawaiian Genealogies IS 201 The Ahupua’a AQUA 201 The Hawaiian Fishpond ANTH 175 Polynesian Surf Culture PSY 100 Intro to Psychology</td>
<td>Fall 1 Summer 1 Fall 2 Spring 2 Spring 2 Spring 2</td>
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<tr>
<td>Electives (13 credits)</td>
<td>Elective 1 Elective 2 Elective 3 Elective 4 Elective 5</td>
<td>Fall 1 Summer 2 Summer 2 Fall 3 Fall 3</td>
</tr>
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## Site related budget

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per year</th>
<th>Source</th>
</tr>
</thead>
<tbody>
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<td><strong>Counselor</strong></td>
<td>$70,000</td>
<td>Unl 9/30/2023: grant funded</td>
</tr>
<tr>
<td></td>
<td></td>
<td>As of 10/1/2023: inst(au)nalized through new legisla(ve alloca(on or reassignm( of 50% of du(es of exis(ng counselor</td>
</tr>
<tr>
<td><strong>Instructors</strong></td>
<td>$40,000 - $96,000</td>
<td>Unl 9/30/2023: grant funded</td>
</tr>
<tr>
<td>(8-12 courses/year)</td>
<td></td>
<td>As of 10/1/2023: tuu(on generated via PELL</td>
</tr>
<tr>
<td><strong>Textbooks and student supplies</strong></td>
<td>~$5,000</td>
<td>Unl 9/30/2023: grant funded</td>
</tr>
<tr>
<td></td>
<td></td>
<td>As of 10/1/2023: via Financial Aid (PELL)</td>
</tr>
<tr>
<td><strong>Technology maintenance</strong></td>
<td>Varies</td>
<td>Instu(onal technology improvement, repair and replacement procedures</td>
</tr>
<tr>
<td><strong>Misc. Program Expenses</strong></td>
<td>Varies</td>
<td>Unl 9/30/2023: grant funded</td>
</tr>
<tr>
<td></td>
<td></td>
<td>As of 10/1/2023: inst(au)nalized via Student Affairs supplied budget</td>
</tr>
</tbody>
</table>
Windward Community College
Operational Expenditure Plan FY 22-23 (FY 2023)

### Resources

<table>
<thead>
<tr>
<th>Category of Expenditures</th>
<th>Instruction</th>
<th>CCE</th>
<th>Acad Sppt</th>
<th>Std Svc</th>
<th>Inst Suppt</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund (G-Funds)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>1. General Fund Appropriation FY 2023</td>
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<td>12,355,439</td>
<td>12,355,439</td>
<td>12,355,439</td>
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<td>2. Legislative Restriction</td>
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<td>0</td>
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<td>3. Executive Restriction</td>
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<tr>
<td>4. Asmt for Energy Debt Service/ Electricity</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>5. Vacation Assessment/Reserve 1.8%</td>
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<td>0</td>
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<td>6. Trans In: UHCC</td>
<td>E</td>
<td>387,015</td>
<td>387,015</td>
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<tr>
<td>7. Trans In: Workers Comp &amp; Unemp Ins (50/50)</td>
<td>E</td>
<td>18,857</td>
<td>18,857</td>
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<tr>
<td>8. Trans In: Student Affairs Disability Svcs</td>
<td>E</td>
<td>3,955</td>
<td>3,955</td>
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<td>9. Trans In: UH System Performance Funding</td>
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<td>30,977</td>
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<tr>
<td>10. Trans In: Hawaii Promise Allocation</td>
<td>E</td>
<td>116,875</td>
<td>116,875</td>
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<tr>
<td>11. Trans In: Academy for Creative Media</td>
<td>E</td>
<td>49,700</td>
<td>49,700</td>
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<tr>
<td>Total Net General Fund Allocation</td>
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<td>12,355,439</td>
<td>12,962,818</td>
<td>12,740,420</td>
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### Tuition and Fee Special Fund (TFSF)

<table>
<thead>
<tr>
<th>Category of Expenditures</th>
<th>Instruction</th>
<th>CCE</th>
<th>Acad Sppt</th>
<th>Std Svc</th>
<th>Inst Suppt</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proj Tuition Revenues AY 2022-2023</td>
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<td>3,002,262</td>
<td>3,002,262</td>
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<td>3. Restricted Unallocated Budget Control</td>
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<td>(1,000,000)</td>
<td>(1,000,000)</td>
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<tr>
<td>4. Vacation Assessment/Reserve 1.8%</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>5. Workers Comp &amp; Unemp Ins</td>
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<td>(86,118)</td>
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<td>6. Trans In: Fin Aid Need Based Adj</td>
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<td>0</td>
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<td>0</td>
<td></td>
</tr>
<tr>
<td>7. Trans In: Hawaii Promise</td>
<td>E</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>8. Trans In: Equipment Replacement</td>
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<td>207,630</td>
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<td></td>
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<td>9. Trans In: UHCC Performance Funding</td>
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<td>66,056</td>
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<tr>
<td>10. Trans In: Other</td>
<td>E</td>
<td>80,000</td>
<td>80,000</td>
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<tr>
<td>11. Trans Out: CC Marketing Asmt</td>
<td>E</td>
<td>(19,538)</td>
<td>(19,538)</td>
<td></td>
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<tr>
<td>12. Trans Out: UH Foundation Asmt</td>
<td>E</td>
<td>(10,386)</td>
<td>(10,386)</td>
<td></td>
<td></td>
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<tr>
<td>16. Trans Out: Banner Oper-adln positions</td>
<td>E</td>
<td>(12,103)</td>
<td>(12,103)</td>
<td></td>
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<tr>
<td>17. Trans Out: Equip Replacement tuition incr 2016</td>
<td>E</td>
<td>(81,565)</td>
<td>(81,565)</td>
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<tr>
<td>18. Trans Out: R&amp;M Pool Assess FY19 tui rate incr</td>
<td>E</td>
<td>(78,068)</td>
<td>(78,068)</td>
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<td></td>
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<tr>
<td>19. Trans Out: R&amp;M Pool Assess FY20 tui rate incr</td>
<td>E</td>
<td>(75,626)</td>
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<td>20. Trans Out: R&amp;M Pool Assess FY17 tui rate incr</td>
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<td>(76,955)</td>
<td>(76,955)</td>
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<td>21. Trans Out: Starfish License Fees</td>
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<td>Total Net TFSF Allocation</td>
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<td>7,381,447</td>
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### Planned Expenditures

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<tr>
<th>Category of Expenditures</th>
<th>Instruction</th>
<th>CCE</th>
<th>Acad Sppt</th>
<th>Std Svc</th>
<th>Inst Suppt</th>
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<tr>
<td>Total</td>
<td>146.50</td>
<td>12,355,439</td>
<td>12,962,818</td>
<td>12,740,420</td>
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- **A-Regular Pay**: 4,246,441.00
- **A-Lecturer/Overload**: 1,941,975.00
- **A-Other Payroll**: 46,396.00
- **A-Student Help Allocation**: 39,900.00
- **Total A (UBUD)**: 6,274,712.00
- **B-Supplies/Equip Allocation**: 141,880.00
- **B-Restriction on Equipment**: 0.00

**Total**: 6,416,592.00

NOTES:

- For Energy Funds
- Operational Expenditure Plan FY 22-23 (FY 2023)
**GRANT AWARD NOTIFICATION**

<table>
<thead>
<tr>
<th>1</th>
<th>RECIPIENT NAME</th>
</tr>
</thead>
</table>
| Windward Community College  
Academic Affairs  
University of Hawaii, Office of Research Services  
2440 Campus Road, Box 368  
Honolulu, HI 96822 - 2234 |

<table>
<thead>
<tr>
<th>2</th>
<th>AWARD INFORMATION</th>
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<td>PR/AWARD NUMBER</td>
<td>P031V1600011 - 20</td>
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<tr>
<td>ACTION NUMBER</td>
<td>11</td>
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<tr>
<td>ACTION TYPE</td>
<td>Administrative</td>
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| AWARD TYPE | Discretionary  
(Research and Development) |

<table>
<thead>
<tr>
<th>3</th>
<th>PROJECT STAFF</th>
</tr>
</thead>
</table>
| RECIPIENT PROJECT DIRECTOR  
Ardis R Eschenberg  
(808) 235-7443  
ardise@hawaii.edu |
| EDUCATION PROGRAM CONTACT  
Robyn Wood  
(202) 453-7744  
robyn.wood@ed.gov |
| EDUCATION PAYMENT HOTLINE  
G5 PAYEE HELPDESK  
888-336-8930  
obssed@servicenowservices.com |

<table>
<thead>
<tr>
<th>4</th>
<th>PROJECT TITLE</th>
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</table>
| 84.031V  
Pu uhonua Places of sanctuary Empowering incarcerated and highly at-risk community members to grow through education |

<table>
<thead>
<tr>
<th>5</th>
<th>KEY PERSONNEL</th>
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<tbody>
<tr>
<td>NAME</td>
<td>TITLE</td>
</tr>
<tr>
<td>Ardis R Eschenberg</td>
<td>Project Director</td>
</tr>
<tr>
<td>Hylie Santos</td>
<td>Co- Project Director</td>
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<table>
<thead>
<tr>
<th>6</th>
<th>AWARD PERIODS</th>
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<tr>
<td>BUDGET PERIOD</td>
<td>10/01/2020 - 09/30/2023</td>
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<tr>
<td>PERFORMANCE PERIOD</td>
<td>10/01/2016 - 09/30/2023</td>
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<thead>
<tr>
<th>7</th>
<th>AUTHORIZED FUNDING</th>
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<td>THIS ACTION</td>
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<td>BUDGET PERIOD</td>
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<td>PERFORMANCE PERIOD</td>
<td>$2,408,772.00</td>
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<tbody>
<tr>
<td>UEI/SSN</td>
<td>SPAVL6CPBQ5</td>
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</table>
| REGULATIONS | CFR PART 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99  
EDGAR AS APPLICABLE  
2 CFR AS APPLICABLE |
| ATTACHMENTS | N/A |

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<tr>
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<th>LEGISLATIVE AND FISCAL DATA</th>
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<tr>
<td>AUTHORITY:</td>
<td>PL 110-315 TITLE III THE HIGHER EDUCATION OPPORTUNITY ACT</td>
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<td>PROGRAM TITLE:</td>
<td>HIGHER EDUCATION - INSTITUTIONAL AID</td>
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<td>CFDA/SUBPROGRAM NO:</td>
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PR/AWARD NUMBER: P031V160011 - 20
RECIPIENT NAME: Windward Community College
GRANTEE NAME: UNIVERSITY OF HAWAII SYSTEMS

PROGRAM INDIRECT COST TYPE: No Indirect cost allowed
PROJECT INDIRECT COST RATE: NA

TERMS AND CONDITIONS

(1) THE BUDGET PERIOD AND PERFORMANCE PERIOD FOR THIS PROJECT ARE CHANGED TO THE DATES IN BLOCK 6. NO ADDITIONAL FUNDS ARE PROVIDED BY THIS ACTION.

AUTHORIZING OFFICIAL

DATE
EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants  (See Block 2 of the Notification)

1. RECIPIENT NAME - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.

2. AWARD INFORMATION - Unique items of information that identify this notification.
   - PR/AWARD NUMBER - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the “grant number” or “document number.” The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
   - ACTION NUMBER - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
   - ACTION TYPE - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
   - AWARD TYPE - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.

3. PROJECT STAFF - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
   - *RECIPIENT PROJECT DIRECTOR - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
   - EDUCATION PROGRAM CONTACT - The U.S. Department of Education staff person responsible for the programmatic, administrative and businessmanagement concerns of the Department.
   - EDUCATION PAYMENT CONTACT - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.

4. PROJECT TITLE AND CFDA NUMBER - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.

5. *KEY PERSONNEL - Name, title and percentage (%) of effort the key personnel identified devotes to the project.

6. AWARD PERIODS - Project activities and funding are approved with respect to three different time periods, described below:
   - BUDGET PERIOD - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
   - PERFORMANCE PERIOD - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
   - *FUTURE BUDGET PERIODS - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.

7. AUTHORIZED FUNDING - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
   - *THIS ACTION - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
   - *BUDGET PERIOD - The total amount of funds available for use by the grantee during the stated budget period to this date.
   - *PERFORMANCE PERIOD - The amount of funds obligated from the start date of the first budget period to this date.
   - RECIPIENT COST SHARE - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
   - RECIPIENT NON-FEDERAL AMOUNT - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.

8. ADMINISTRATIVE INFORMATION - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.
UEI/SSN - The UEI, issued in SAM.gov, is a unique 12 character organization identifier assigned to each recipient for payment purposes. The SSN, issued by the Social Security Administration to individuals, is a nine character identifier for individuals. The Department assigns the SSN as an identifier to individuals who are recipients of Federal financial assistance for payment purposes.

*REGULATIONS - Title 2 of the Code of Federal Regulations (CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

*ATTACHMENTS - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG CODE, PROJECT CODE, OBJECT CLASS - The fiscal information recorded by the U.S. Department of Education’s Grants Management System (G5) to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

*PARTICIPANT NUMBER - The number of eligible participants the grantee is required to serve during the budget year.

*GRANTEE NAME - The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the UEI registered in SAM under the name and address appearing in this field. This name, address and the associated UEI is what is displayed in the SAM Public Search.

*PROGRAM INDIRECT COST TYPE - The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

*PROJECT INDIRECT COST RATE - The indirect cost rate applicable to this grant.

*AUTHORIZING OFFICIAL - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award.

FOR FORMULA AND BLOCK GRANTS ONLY:
(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

* This item differs or does not appear on formula and block grants.
March 7, 2022

Aloha,

As Financial Aid Administrator of Windward Community College (WCC), OPEID 01122000, I would like to formally confirm our interest and intent in participating in the Second Chance Pell Experiment under the Experimental Sites Initiative (ESI) authorized under Title IV of the Higher Education Act, beginning in the year 2022-2023.

As the only institution in the University of Hawai‘i (UH) system which significantly serves incarcerated students with credit bearing coursework, WCC has the necessary experience, expertise and relationships to efficiently and effectively implement Second Chance Pell. We have been providing credit-bearing higher education coursework to the Women’s Community Correctional Center and Hawai‘i Youth Correctional Facility since 2017. To date, we have served 141 students. The average grade point average is 3.6 (out of 4.0). 91% of students have successfully completed coursework with a C or better. Already, eight students have graduated with certificates in Psychosocial Development. This coursework has been paid for by a grant from the US Department of Education which ends 9/30/2022. The Second Chance Pell program allows for us to continue to serve the Women’s Community Correctional Center population, beginning in Fall 2022, when this current grant project is complete.¹

Windward Community College’s mission includes a “special emphasis to support the access and educational needs of Native Hawaiians,” and the college shares in the UH strategic direction to become a foremost indigenous serving institution. With this mission and goal, as a designated Native Hawaiian serving institution and as the institution with the highest percentage of Native Hawaiian students in the UH system, WCC is also exceedingly well prepared to serve an incarcerated population which is disproportionately Native Hawaiian.

Windward Community College is a regionally accredited (ACCJC) institution of higher learning which offers campus-based and online coursework leading to four Associate degrees, two Certificate of achievements and several certificates of competence. We are interested specifically in offering our

• **Associate of Arts in Liberal Arts degree**
• **Associate of Arts in Hawaiian Studies degree**

¹ As it is a high school, the Hawai‘i Youth Correctional Facility will be able to continue coursework using Hawaii state legislatively allocated funding for early college high school. Thus, Second Chance Pell would support adult incarcerated programming.
Within the Associate of Arts (AA) Liberal Arts (40 total students), we would implement two pathways:

- AA Liberal Arts with Academic Subject Certificate in Business (projected enrollment 20 students)
- AA Liberal Arts with Academic Subject Certificate in Psychosocial Developmental Studies (projected enrollment 20 students)

Both these programs are currently offered via online and classroom delivery at Windward Community College and articulated within the University of Hawai‘i system and at other institutions. We are currently working with Chaminade University to develop specific articulations with them as well as they participate as a Second Chance Pell experimental site. We have agreed to work together to maximize higher education opportunities for incarcerated students.

We are committed to serving this population and contributing to the rehabilitation of incarcerated students through our continued work. We have seen the impact that higher education has had on our students’ lives and hope to grow our program to serve even more students with significant, well-supported educational opportunities.

Attached please find our survey instrument. If we can provide any further information or clarification to help in your evaluation, please do not hesitate to contact me (jb26@hawaii.edu, 808-235-7466). We look forward to your response and sincerely hope we might move forward in this important work. Thank you for your time, consideration and work to advance education for all.

Respectfully,

Jennifer Brown, EdD
Financial Aid Administrator
Vice Chancellor for Student Affairs
I. Program Information

a. Program Description

i. How many postsecondary education and/or training programs will your institution offer to incarcerated students under this experiment?

WCC intends to offer two associate’s degree postsecondary education programs with two associated certificates within the pathways. The degree programs would be the **Associate of Arts in Liberal Arts (AA LA) degree** and the **Associate of Arts in Hawaiian Studies (AA HWST) degree**. Within the Associate of Arts in Liberal Arts, we would implement two certificate pathways:

- AA Liberal Arts with Academic Subject Certificate in Business  
  (projected enrollment 20 students)
- AA Liberal Arts with Academic Subject Certificate in Psychosocial Developmental Studies  
  (projected enrollment 20 students)

Both are currently offered via online and classroom delivery formats.

ii. Provide the name and a detailed description of each postsecondary education and/or training program your institution will offer under this experiment. The program description must address the following:

1. Whether the proposed program is currently being offered by your institution, and if so, is it currently being offered to students who are incarcerated in federal or state penal institutions?
2. The published length of the program in weeks and in clock or credit hours;
3. The mode(s) of instruction (i.e. classroom-based, correspondence, distance, etc.), the proportion of time devoted to each of mode of instruction, as well how that mode is expected to operate, any applicable materials and technology provided or utilized;
4. A list of required and elective courses that will be offered as part of the program;
5. The postsecondary credential(s) that will be awarded upon completion of the program;
6. If applicable, the specific recognized occupation for which the program prepares students.

1. Associate of Arts in Liberal Arts (AA LA)

This program is currently offered by our institution on campus, online and at a state penal institution. The AA LA is offered at Women’s Community Correction Center (WCCC). In addition, coursework leading to this degree, but not the entire degree program, is offered at Hawaii Youth Correctional Facility (HYCF). The two certificates within the degree program, the Academic Subject Certificate in Business and the Academic Subject Certificate in Psychosocial Developmental Studies, are both offered currently at the Women’s Community Correctional Center. Eight women have already been awarded the Academic Subject Certificate in Psychosocial Developmental Studies at WCCC.

The AA LA requires 60 credit hours of work. Each three credit course is completed over the course of either an 8 week term (accelerated modality) or a typical 16 week semester. The degree typically
requires two years (104 weeks) of full-time study for completion, which will be offered as a mix of face to face, hybrid and online coursework. Face to face coursework is conducted completely in person. Hybrid coursework is conducted 50% in person and 50% online. Online instruction will be conducted using CANVAS learning management system and online course platform specific for incarcerated students. Laptops (securebooks) will be provided to each student. These have already been procured with institutional funds. The coursework required for completion is:

- Written Communication Foundation (3 credits, ENG 100)
- Quantitative Reasoning Foundation (3 credits, generally any 100 level Math course)
- Oral Communications Foundation (3 credits, typically a Speech course)
- Global & Multicultural Foundation (6 credits of designated coursework from 2 different groups)
- Social Science Diversification (6 credits total from 2 disciplines within the Social Science)
- Arts, Humanities and Literature Diversification (6 credits from two areas of Arts, Humanities of Literature)
- Biological Science Diversification (3 credit Biological Science course)
- Physical Science Diversification (3 credit Physical Science course)
- Science Lab Diversification (1 credit Science Lab, may be biological or physical)
- Writing Intensive Requirement (at least 6 credits of coursework must be designated at Writing Intensive WI)
- The remainder of credits to reach the 60 credits required for the associate’s degree are electives (generally 26 elective credits)

A complete list of courses which fulfill each of the required areas and those which are electives can be found at https://catalog.windward.hawaii.edu/. It is expected that about 75% of classes will be completed face to face or in hybrid modality and 25% online.

Within the AA LA, we intend to implement two pathways:

- AA Liberal Arts with Academic Subject Certificate in Business (ASC BUS)
- AA Liberal Arts with Academic Subject Certificate in Psychosocial Developmental Studies (ASC PSDS)

The 24 total credits of required courses for this ASC BUS are:

ACC 201/202 or ACC 200/210 Accounting I & I (6 credits)
ECON 130 Principles of Microeconomics (3 credits)
ECON 131 Principles of Macroeconomics (3 credits)
ENG 100 Composition I (3 credits)
ENG 209 Business Writing (3 credits)
ICS 101 Digital Tools for the Information World (3 credits)
SP 151 Personal and Public Speech or SP 251 Principles of Effective Public Speaking (3 credits)

The courses in the certificate can be used for both required foundations and diversification coursework or elective coursework. For example, ECON 130 can be used to fulfill 3 credits of the Social Science
Diversification requirement. Thus, this certificate is nested within the 60 credit AA LA and does not require coursework beyond the 60 credits.

The 27 credits of required coursework for the ASC PSDS pathway are:

- PSY 100 Survey of Psychology (3 credits)
- PSY 170 Psychology of Adjustment or SOC 218 Intro to Social Problems or SOC 231 Intro to Juvenile Delinquency (3 credits)
- PSY 224 Abnormal Psychology (3 credits)
- PSY 240 Developmental Psychology or PSY 241 Applied Developmental Psychology or HDFS 230 Human Development & Family Studies (3 credits)
- SOC 100 Survey of General Sociology (3 credits)
- SOC 251 Intro to Sociology of the Family (3 credits)
- SSCI 193V Cooperative Arts & Science Education or CHW 101 Community Health Worker Fundamentals or SW 200 The Field of Social Work (3 credits)
- SSCI 293V Cooperative Arts & Science Education or Psy 270 Introduction to Clinical Psychology (3 credits)
- IS 103 Intro to College or Any Social Science Elective (3 credits)

As with the ASC BUS, the ASC PSDS courses in the certificate can be used for both required foundations and diversification coursework or elective coursework. Thus, this certificate is nested within the 60 credit AA LA and does not require coursework beyond the 60 credits.

Upon completion of the AA LA with or without either ASC, an associate’s degree will be awarded.

1. Associate of Arts in Hawaiian Studies (AA HWST)
The AA HWST is currently offered by our institution on campus and online. It is not currently offered in entirety within a state penal institution. However, some coursework within this program is currently offered at the Women’s Community Correctional Center and Hawaii Youth Correctional Facility. The AA LA requires 60 credit hours of work. Each three credit course is completed over the course of either an 8 week term (accelerated modality) or a typical 16 week semester. The degree typically requires two years (104 weeks) of full-time study for completion. Face to face coursework is conducted completely in person. Hybrid coursework is conducted 50% in person and 50% online. Online instruction will be conducted using CANVAS learning management system and online course platform specific for incarcerated students. Laptops (securebooks) will be provided to each student. These have already been procured with institutional funds. It is expected that about 75% of classes will be completed face to face or in hybrid modality and 25% online. The coursework required for completion is:

- Written Communication Foundation (3 credits, ENG 100)
- Quantitative Reasoning Foundation (3 credits, generally any 100 level Math course)
- Oral Communications Foundation (3 credits, typically a Speech course)
- Global & Multicultural Foundation (6 credits of designated coursework from 2 different groups)
• Writing Intensive Requirement (at least 6 credits of coursework must be designated at Writing Intensive WI)
• 18 credits with one AA Hawaiian Studies designated course from each of the following areas:
  o Arts
  o Humanities
  o Literature
  o Biological Sciences
  o Physical Sciences
  o Natural Sciences Lab
  o Social Sciences
• Hawaiian Studies Requirements, the following four courses, totalling 14 credits:
  o HWST 107 Hawaii Center of the Pacific (3 credits)
  o HWST 270 Hawaiian Mythology
  o HAW 101 Elementary Hawaiian I
  o HAW 102 Elementary Hawaiian II
• The remainder of credits to reach the 60 credits required for the associate’s degree are electives (generally 13 elective credits)

A complete list of courses which fulfill each of the required areas and those which are electives can be found at https://catalog.windward.hawaii.edu/hawaiian-studies/associate-in-arts-in-hawaiian-studies/.

Upon completion of the AA HWST, an associate’s degree will be awarded.

iii. For career-oriented training programs, provide relevant data and evidence indicating how the program aligns with high-demand or high-growth occupations, local and regional employment trends. Data can include labor market information (LMI), evidence of employer demand, industry and/or current or expected job demand growth, documentation from the Department of Labor, evidence of employer partnerships etc.

This is not applicable. The AA LA and AA HWST are degree programs preparing graduates for an array of career and professional opportunities within multiple employment sectors. The academic subject certificates are not workforce credentials but provide a grounding in basics of business (ASC BUS) and sociology and psychology (ASC PSDS), both of which can lead to a wide variety of transfer, career and professional opportunities.

iv. Provide an assurance that there are no Federal, State and/or local legal barriers to the incarcerated students finding employment in the field for which they are to be trained while incarcerated, including for any work-release programs, or upon release.

Not applicable. These are degree programs preparing graduates for an array of career and professional opportunities within multiple employment sectors.
v. Describe how students’ readiness for postsecondary coursework will be determined and what, if any, remedial or supplementary instructional services will be provided to ensure the incarcerated students served will be able to benefit from the postsecondary education and/or training provided.

Admitted students will be evaluated for college readiness using EdReady assessment for written communication and quantitative reasoning. Remedial or supplemental support will be provided through a corequisite model that provides extra time for student support outside of the college level English and math courses. This model allows students to complete college level coursework without remedial pre-requisite courses and has been shown to be 4x more effective than use of remedial sequences of courses at our institution. In addition WCC tutoring, Student Support Services and Supplemental Instruction can be provided as necessary.

vi. Describe how the institution, in collaboration with a federal or state penal institution, will provide academic and career guidance as well as transition services to incarcerated students in order to support successful community reentry.

WCC will offer career development support to students through a specific counselor assigned to the penal institution, credit and non-credit career coursework, and through our Career and Transfer Counselor and related staff. The college will work closely with participating penal institutions to support their transition services and collaborate with local non-profit organizations, such as the Pū‘ā Foundation and Fernhurst (YWCA).

vii. Describe whether any portion of the program is designed to only be completed after the student is released from the penal institution.

The entire program can be completed during incarceration. In addition, any students who are released prior to completing their degree may continue their studies at WCC or any University of Hawaii Community College post-release.

viii. Describe the academic options available to students if they are not able to complete the program while incarcerated. For example:

1. Will students have the opportunity to continue their enrollment in the academic program at your institution?
2. Will students have the opportunity to continue their enrollment in another academic program at your institution?
3. Will students be able to transfer their earned credits to another postsecondary institution? What, if any, additional steps would students have to take in order to receive transfer credit?

1. The students can continue their program at WCC if they do not complete while incarcerated.
2. Additionally, they may continue in a different program, such as moving from AA LA to AA HWST or vice versa, or choosing an Associate in Science or Applied Science. Our institution is open enrollment, as are all our programs except our certificate and associate’s degrees in Veterinary Technology. Those have an application process. Students would be welcome to apply to these.
3. Students may also continue their studies at WCC or any University of Hawaii Community College (UHCC) post-release. UHCCs are all open enrollment. Credit is transferred automatically upon enrollment in another UHCC. No steps are needed to receive transfer credit. WCC credit also transfers automatically to the UH baccalaureate institutions (UH Mānoa, UH Hilo and UH West O‘ahu). These schools do require an application process for admission but credit transfers automatically upon enrollment. Note that our credits are articulated throughout the University of Hawaii System, ensuring students can continue studies near their home anywhere in our state upon release.

We have already had formerly incarcerated students continue their education at WCC and have also helped a student whose home was Kaua‘i to continue on to Kaua‘i Community College after taking courses with us at the Women’s Community Correctional Center.

ix. Describe the financial options available to students if Federal Pell Grants made available through this experiment do not cover the total cost of a program in any given award year. For example:

1. What State-based student aid would incarcerated students be eligible to receive?
2. For students released prior to program completion, describe the any State-based student aid available to meet the post-release costs of program completion.
3. What institution-based student aid would incarcerated students be eligible to receive?
4. For students released prior to program completion, describe any institution-based student aid available to meet the post-release costs of program completion.

The total cost of the program for students is designed to be covered entirely by Pell Grant funds. Our tuition is low ($131/credit), as are our fees ($25/semester). If their Cost of Attendance was for some reason not met by Pell, they may be eligible for:

1. and 2. State-based aid available during and after incarceration:
   a. Hawaii B Plus Scholarship: graduated 2006 or later with B average.
   b. Hawaii Promise: state aid up to cost of tuition, fees, books.

3. Institution based aid:
   a. University of Hawaii Foundation Scholarships at WCC: over 18 different privately funded scholarships.
   b. WCC merit-based aid
   c. WCC Equity and Access funds
   d. WCC Student Success funds

4. Institution-based aid available post-release
   a. All of the aid listed in 3 and
   b. WCC Achievement Scholarship for continuing students

During this Second Chance Pell pilot, we would specifically set aside funds in the WCC Student Success Funds to cover the needs of any student not awarded sufficient Pell to cover tuition and fees.
x. Indicate whether and how the credentials of faculty teaching incarcerated students under this experiment will differ from the credentials of faculty teaching non-incarcerated students in comparable programs offered by the institution.

The credentials of faculty teaching incarcerated students under this experiment will NOT differ from those teaching non-incarcerated students in comparable programs offered by WCC. WCC follow the University of Hawaii Minimum Qualifications Guide, which defines minimum qualifications needed to teach in each discipline, regardless of student audience or modality.

b. Student Admission and Support Services

i. Explain whether potential students will complete the Free Application for Federal Student Aid (FAFSA) online or by using a paper FAFSA.

All students will complete the FAFSA online if possible. We are also prepared to process paper-based FAFSA materials, if necessary.

ii. Describe any counseling or guidance that the educational institution and/or penal institution will offer to potential students to assist them in completing the FAFSA.

We will offer informational sessions to assist with FAFSA process. The counselor assigned to the incarcerated institution, with support from WCC’s Financial Aid Office, will provide this session as well as necessary one on one support if needed.

iii. Describe the method or criteria the institution will use to determine which incarcerated students will be admitted into the program.

WCC is an open enrollment institution. As such, we will attempt to provide coursework for all interested students. If demand for coursework is larger than availability, students will primarily be chosen on a first come first serve basis with input and recommendation from prison staff and community partners working within the prison. Then, in future semesters, we will work to increase our offerings if possible, given the constraints and parameters of the prison and our institution.

iv. Describe any institutional policies that may limit the participation of otherwise qualified students (i.e. class size limitations, entrance examinations, etc.).

Class size limitations based on the physical capacity of the room, as well as the set course capacity limits (e.g. generally 35 students maximum, with 20 students maximum in classes such as English 100 and Speech 151) may limit participation of otherwise qualified students.

v. If applicable, list any community-based organizations, non-profit organizations, and/or other entities with which you will collaborate to offer support services to potential students.

We hope to partner with Friends of Restorative Justice to offer tutoring at the Women’s Community Correctional Center. Friends of Restorative Justice currently offers GED tutoring. We have begun to discuss larger tutoring efforts.
c. Program Costs

i. Describe how tuition and fees will be assessed to students enrolled in the program, including how the amount of charges will be calculated.

Students will be charged $131 per credit in tuition, as well as $15 in student activity and government fees and a $1 per credit ($10 maximum) board of publication fees per semester. Thus, a student enrolled in 12 credits will pay $1,572 in tuition and $25 in fees.

ii. Estimate the costs of books and other academic supplies that will be charged to the student.

So far, we have been able to provide for all academic supplies and plan to continue to do so. An emphasis has been made to procure low cost and open educational resources (free textbooks). In addition, we have a textbook library of the texts for many courses so that students can borrow these for free. Based on our experience to date, textbooks should cost no more than $200 per semester but generally have been free.

iii. If your institution currently offers postsecondary education at a penal institution, explain specifically how your institution will use Pell Grant funds made available to eligible students under this experiment to supplement, not supplant, existing investments in current prison-based postsecondary education initiatives by the postsecondary institution, the penal institution, or outside sources.

Our current program has been funded by a U.S. Department of Education Title III Native Hawaiian Serving Institutions grant. It ended 9/30/2021 but we were granted a one year no cost extension year which ends on 9/20/2022. No further extensions will be granted and no funds will remain. The purpose of this grant was to pilot credit bearing coursework in Hawaii Youth Correctional Facility and Women’s Community Correctional Center. With the end of this grant project, we are expected to institutionalize the project without these funds. The Second Chance Pell Experiment provides the opportunity to cover the costs of coursework through tuition, continuing this important work. Thus, it does not supplant current efforts. It will also allow us to grow to serve an additional institution, Halawa Correctional Facility.

II. Penal Institution Information

a. Identify the penal institution(s) where your institution will be offering one or more postsecondary education and/or training programs under this experiment.

Women’s Community Correctional Center (WCCC)
42-477 Kalanianaole Hwy
Kailua, HI 96734

WCCC is the only women’s prison in Hawaii. It houses female offenders who are of maximum, medium and minimum custody levels. Approximately 200 inmates reside at the facility at any given time.
Halawa Correctional Facility (HCF)
99-902 Moanalua Road
Aiea, HI 96701

HCF is made of a medium security facility and a special needs facility which houses maximum and closed custody inmates, inmates with severe/chronic mental illness who cannot be placed in the general population and inmates who require protective custody. The medium security facility is the newest and largest prison facility in the State of Hawaii.

b. Provide an assurance, such as a joint letter, contract, or a memorandum of understanding, indicating that the relevant correctional authority has agreed to enter into a partnership for the purposes of this experiment. Please specify the name and title of the highest correctional agency official with whom the institution has reached agreement.

Attached after 2022 Second Chance Pell Instrument, please find a joint letter signed by Max Otani, Director of Department of Public Safety. Director Otani has responsibility for correctional facilities including WCCC and HCF.

c. Describe how the penal institution(s) will support the implementation of newly-formed or newly-expanded postsecondary programs under this experiment. Please include information about additional necessary security, staffing, facility space, and budget changes as well as other additional necessary accommodations.

At WCCC, we already are offering this program, which will continue to rely on existing security, staffing, facilities etc. Note that when we began our work at WCCC, no additional staffing or facilities were necessary. Similarly, at Halawa, we will work with existing security, staffing and facility space. Any additional budget changes will be the responsibility of the college. Since both institutions currently implement some educational, vocation and therapeutic programming, the addition of post-secondary education is a natural extension. No or very minimal changes across staffing have occurred and will occur.

d. Describe any policies that the participating penal institution(s) has in place that may limit the participation of otherwise Pell Grant eligible students.

No known or anticipated policies are in place that may limit the participation of otherwise Pell Grant eligible students.

III. Student Information

a. For existing postsecondary education and/or training programs in penal institutions, indicate how many students are currently enrolled.

Currently, 40 students are enrolled.
b. For each proposed program, provide an estimate of the total number of incarcerated students to be enrolled in each program included in this experiment for the initial award year and for each of the subsequent three award years.

- Associate of Arts in Liberal Arts degree at WCCC

40 students total will be enrolled in this program in the first year with approximately equal distribution in each ASC (i.e. Business and Psychosocial Developmental Studies). We hope to enroll an additional 20 in the second year and maintain approximately 60 students in the third year and thereafter.

- Associate of Arts in Hawaiian Studies degree at HCF (20 students)

20 students total will be enrolled in this program in the first year. We hope to enroll an additional 20 in the second year and an additional 20 students in the third year to enroll a total of 60 students in the third year and thereafter.

c. Of the total number of students expected to enroll in each program, estimate the number who may qualify for Federal Pell Grants in the initial award year and for each of the subsequent three award years.

We anticipate that all enrolled students would qualify for Federal Pell Grants in the initial year and in each of the subsequent award years. Students not awarded Pell would be considered for institutional and other scholarships and aid.

d. For existing postsecondary education and/or training programs in penal institutions, estimate the number of currently enrolled students who may be eligible to receive Federal Pell Grants in the initial award year and for each of the subsequent three award years.

We estimate that all 40 currently enrolled students may be eligible to receive Federal Pell Grants in the initial year and for each subsequent year until their degree is completed.
Letter of Intent

Windward Community College (WCC) and the Hawaii Department of Public Safety (DPS) agree to collaborate and coordinate resources to meet the mission and goals of Pell for students who are incarcerated under the Second Chance Pell experimental site initiative. As we understand it, the mission of this project is to develop an experimental site that allows the use of federal Pell grants to pay for postsecondary education and/or training.

Upon recommendation of DPS, WCC will provide postsecondary education classes at the Women’s Community Correctional Center (WCCC) and Halawa Correctional Facility (HCF). WCCC and HCF both provide an environment that helps inmates successfully re-enter the community from prison, and all inmates participate in education, enrichment, therapy or substance abuse treatment programs.

WCC intends to offer courses that will allow inmates to work toward an associate's degree (in Liberal Arts or Hawaiian Studies) while incarcerated. DPS will provide space at the facility, time for inmates to take courses, security for the inmates and faculty teaching courses, and other accommodations deemed reasonable and necessary to accommodate this experiment. Both parties understand that security of the institution must remain a top priority.

Upon approval of the Second Chance Pell application, WCC and PSD will enter into a Memorandum of Agreement. Note that WCC and PSD currently have an agreement to offer coursework at WCCC under a grant set to expire 9/30/2022.

By signing here, each party signifies approval of this collaboration:

Ardis G
Chancellor
Windward Community College

Max Otani
Director
Hawaii Department of Public Safety

03/05/2022

Date

Date
MEMORANDUM OF AGREEMENT

BETWEEN

THE UNIVERSITY OF HAWAI‘I, WINDWARD COMMUNITY COLLEGE

AND

THE DEPARTMENT OF PUBLIC SAFETY, STATE OF HAWAI‘I

This Memorandum of Agreement (agreement) is entered into by and between the University of Hawai‘i, Windward Community College, and the Department of Public Safety, State of Hawai‘i (PSD), collectively referred to as the “Parties.”

I. PURPOSE

The purpose of this Agreement is to clarify and set forth the duties and responsibilities of each party for WCC offering college courses to PSD incarcerated students at the Halawa Correctional Facility (HCF) during the 2022-2023 UH academic calendar.

II. POINTS OF CONTACT

<table>
<thead>
<tr>
<th>Party: WCC</th>
<th>Party: HCF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ardis Eschenberg</td>
<td>MarlyJane Nakamura</td>
</tr>
<tr>
<td>Phone (808) 266-9686</td>
<td>Phone (808) 235-7443</td>
</tr>
<tr>
<td>Email: <a href="mailto:ArdisE@hawaii.edu">ArdisE@hawaii.edu</a></td>
<td>Email: <a href="mailto:MarleyJane.M.Nakamura@hawaii.gov">MarleyJane.M.Nakamura@hawaii.gov</a></td>
</tr>
</tbody>
</table>

Samantha Nezzer
Phone (714) 307-1468
Email: NezzerS@hawaii.edu

III. SCOPE OF WORK

For courses offered under this Agreement, WCC and PSD shall develop mutually agreed upon written Scope of Work. Each Scope of Work shall include, but not limited to a description of courses, class size (minimum and maximum number of students), registration deadlines, total cost, class schedule, number of credits, name of instructor and course reference number.

Work shall be provided under this Agreement only after an appropriate Scope of Work has been signed by a representative of each party authorized to execute agreements. In the event of a conflict between this Agreement and a Scope of Work, this Agreement
shall be the governing document. Each Scope of Work shall constitute a separate agreement between the Parties.

IV. DUTIES AND RESPONSIBILITIES OF WCC

A. Offer and establish at least two college courses per semester as agreed upon with PSD.

B. Obtain PSD approval for any change in the class schedule.

C. Recruit, select, hire, and remunerate qualified instructors for the program, and submit the name of each instructor to PSD for its approval.

D. Provide admission materials, information, and placement test services. All students will be required to take a placement test or meet alternative placement requirements for the course(s) or receive approval of the course instructor(s). WCC will have the final authority on all admission and course enrollment decisions and will inform PSD of its decision as soon as possible, but no later than the first day of classes.

E. Provide PSD with educational records of participants who have signed a release. Upon completion of the course, WCC will submit a listing of all registered participants that have completed, dropped (including the drop date and reason, if known), transferred (including date of transfer).

F. Allow participating students access to JTS SecureBooks using the latest version of Windows with secure access to site(s) only used by and for educational purposes and the use of the instructional tools as applicable to each specific course.

G. Admit students to the WCC campus and register them for the course(s) prior to the first day of instruction.

H. Have regular communication with PSD on student academic progress, attendance, and on-track completion of coursework.

I. Work with the instructor of record for the class(s) to order all required student books for the class(s) before any deadlines set by the WCC bookstore.

J. Provide each incarcerated student with the textbooks and supplies required for each course.

V. DUTIES AND RESPONSIBILITIES OF PSD

A. Provide the names of each participant in the training program and any other information and documents requested by WCC to support the education and training of the participant at least two weeks (or sooner) before the start of a scheduled course/module. Documents/information needed include the application
materials, health clearances, and class rosters and submit them in batch to the WCC campus by applicable deadlines for the upcoming terms. Incomplete materials will be returned. Materials submitted to the WCC campus after the applicable deadlines will not be accepted.

B. Provide program related information, e.g., recidivism rates, to WCC for grant reporting purposes.

C. Ensure that the minimum and maximum number of students per class are registered for and enrolled in each course. If the minimum number of students is not met five days prior to the start of class, the class may be canceled due to low enrollment.

D. Perform a security clearance for all WCC staff who are appointed to teach in the facilities, provide training and/or other related support services. Provide training to each staff addressing laws, rules, policies, and procedures required of persons within the facility.

E. Provide the adequate classroom space for course instruction, coordinate the release of incarcerated students to attend classes, and coordinate appropriate coverage for Adult Corrections Officers to oversee the training activities with facility security personnel and/or facility administration.

F. Require each participant to read, understand, and knowingly and voluntarily sign the attached Waiver and/or Assumption of Risk form (or any other forms), prior to the start of the class. PSD understands and agrees that any participant that fails to provide a signed Waiver and/or Assumption of Risk form shall not be allowed to attend or participate in the training.

G. Obtain a signed written acknowledgement from each participant stating they read and understand the procedures and agree to abide by the same.

H. Allow participating students access to JTS SecureBooks using the latest version of Windows with secure access to site(s) only used by and for education and purposes of the instructional tools as applicable to each specific course.

VI. MUTUAL RESPONSIBILITIES

A. Promptly inform each other of any changes to its point of contact.

B. Jointly create a registration intake process for participation in the classes.

C. Jointly determine the class dates, times, and other logistics.

D. Communicate on a timely basis regarding the status of training and participant attendance.
E. Work together to ensure that WCC personnel entering PSD facilities understand and comply with 28 CFR 115: Prison Rape Elimination Act – National Standards (PREA). As part of this MOA, PSD requires that WCC personnel attend mandatory PREA training. In addition, PSD shall monitor WCC’s compliance with PREA standards.

F. Work together to provide reasonable modifications to any disabled participants who need accommodations to comply with Title II of the American with Disabilities Act of 1990 (ADA), 42 USC 12131-12134, and its implementing regulations at 28 CFR 35.

VII. PAYMENT

ARPA COVID Mitigation will cover all instructor costs and course-related expenses. WCC is solely responsible for administration and implementation of this grant.

VIII. CONFIDENTIALITY

All parties agree to adhere to all federal, state, and county laws relating to confidential and privacy issues regarding incarcerated students and FERPA policies.

IX. LIABILITY

Each Party shall be responsible for any liability for injuries or damages arising from its own conduct.

X. EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective on the date this Agreement is signed by both Parties and shall terminate on September 30, 2023. Either Party may terminate the Agreement by delivering a written notice of termination signed by the Windward Community College Chancellor or the PSD Director thirty (30) days in advance. Such action would be taken only after mutual consultation to prevent any negative impact to any party.

IX. MODIFICATION OF AGREEMENT

Either Party may propose modifications to this Agreement at any time. Proposed changes shall be communicated in writing shall become effective upon unanimous agreement in writing by both Parties.

X. AGREEMENT CONSTITUTES ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties and supersedes any prior and/or contemporaneous discussions, representations, understandings, or agreements, whether oral or written, of the Parties regarding this matter. This Agreement shall be construed and enforced in accordance with the laws of the State of Hawai‘i.

XI. COUNTERPARTS AND ELECTRONIC SIGNATURES
This Agreement may be executed in counterparts and by facsimile or any electronic means; each of which shall be an original Instrument and all of which shall together constitute one and the same agreement.

XII. FORCE MAJEURE

The parties shall not be held responsible for delays or failures in performance resulting from events beyond the control of such parties. Such events (collectively the “Force Majeure Events”) shall include, without limitation, acts of God, labor disturbances, security facility lockdowns, riots, acts of war, epidemics, pandemics, governmental laws or regulations imposed after-the-fact, fire, flood, communication line failures, power failures, shortages of transportation, earthquakes, hurricanes or other causes beyond any such party’s control, provided that such party notifies the other parties of such delay or inability to perform and the reason therefore as soon as practical after the occurrence of the Force Majeure Event.
APPROVALS:

By: Ardis Eschenberg, Chancellor of Windward Community College  
Date: 7/15/2022

By: Max N. Otani, Director  
State of Hawai‘i, Department of Public Safety  
Date: 07/19/22

APPROVE AS TO FORM:

By: Craig Y. Iha, Deputy Attorney General  
Date: 19/07/22

Signature: Shari Kimoto  
Email: shari.l.kimoto@hawaii.gov

Signature:  
Email: tommy.johnson@hawaii.gov
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF HAWAI'I, WINDWARD COMMUNITY COLLEGE
AND
THE DEPARTMENT OF PUBLIC SAFETY, STATE OF HAWAII

This Memorandum of Agreement (Agreement), is entered into by and between the University of Hawai‘i, Windward Community College (WCC), and the Department of Public Safety, State of Hawai‘i, (PSD), collectively referred to as the "Parties." The Parties mutually agree as follows:

I. PURPOSE

This Agreement is entered by and between WCC and PSD for the purpose of offering college courses to PSD inmates at the Women's Community Correctional Center (WCCC) during the 2018-2023 UH Academic Calendar.

II. POINTS OF CONTACT

Party: WCCC

Ardis Echenberg  Phone (808) 235-7443
Email: ardise@hawaii.edu

McNeil J. Kamai  Phone (808) 266-9686
Email: Kamai.j.McNeil@hawaii.gov

N.NaniPagan  Phone(808)235-7341
Email: nnd@hawaii.edu

III. SCOPE OF WORK

For courses offered under this Agreement, WCCC and PSD shall develop mutually agreed upon written Scope of Work. Each Scope of Work shall include, but not limited to a description of courses, class size (minimum and maximum number of students), registration deadlines, total cost, class schedule, number of credits, name of instructor and course reference number.

Work shall be provided under this Agreement only after an appropriate Scope of Work has been signed by a representative of each party authorized to execute agreements. In the event of a conflict between this Agreement and a Scope of Work, this Agreement shall be the governing document. Each Scope of Work shall constitute a separate agreement between the Parties.
IV. DUTIES AND RESPONSIBILITIES OF **wee**

A. Offer and establish at least two college courses per semester as agreed upon with PSD.

B. Obtain PSD approval for any change in the class schedule.

E. Recruit, select, hire, and remunerate qualified instructors for the program, and submit the name of each instructor to PSD for its approval.

D. Provide admission materials, information, and placement test services. All students will be required to take a placement test or meet alternative placement requirements for the course(s) or receive approval of the course instructor(s). **wee** will have the final authority on all admission and course enrollment decisions and will inform PSD of its decision as soon as possible, but no later than the first day of classes.

E. Provide PSD with educational records of participants who have signed a release. Upon completion of the course, **wee** will submit a listing of all registered participants that have completed, dropped (including the drop date and reason, if known), transferred (including date of transfer).

F. Allow participating students access use of Secure Books using the latest version of Windows with secure access to site(s) only used by and for educational purposes and the use of the instructional tools as applicable to each specific course.

G. Admit students to the **wee** campus and register them for the course(s) prior to the first day of instruction.

H. Have a regular communication with PSD on student academic progress, attendance, and on-track completion of coursework.

I. Work with the instructor of record for the class(s) to order all required student books for the class(s) before any deadlines set by the **wee** bookstore.

J. Provide each inmate student with the textbooks and supplies required for each course.

V. DUTIES AND RESPONSIBILITIES OF PSD

A. Provide the names of each participant in the training program and any other information and documents requested by **wee** to support the education and
training of the participant at least two weeks (or sooner) before the start of a scheduled course/module. Documents/information needed include the application materials, health clearances, and class rosters and submit them in batch to the wee campus by applicable deadlines for the upcoming terms. Incomplete materials will be returned. Materials submitted to the wee campus after the applicable deadlines will not be accepted.

B. Provide program related information, e.g., recidivism rates, to wee for grant reporting purposes.

E. Ensure that the minimum and maximum number of students per class are registered for and enrolled in each course. If the minimum number of students is not met five days prior to the start of class, the class may be cancelled due to low enrollment.

D. Perform a security clearance for all wee staff who are appointed to teach in the facilities, provide training and/or other related support services. Provide training to each staff addressing laws, rules, policies, and procedures required of persons within the facility.

E. Provide the adequate classroom space for course instruction, coordinate the release of inmate students to attend classes, and coordinate appropriate coverage for Adult Corrections Officers to oversee the training activities with facility security personnel and/or facility administration.

F. Require each participant to read, understand, and knowingly and voluntarily sign the attached Waiver and/or Assumption of Risk form (or any other forms), prior to the start of the class. PS understands and agrees that any participant that fails to provide a signed Waiver and/or Assumption of Risk form shall not be allowed to attend or participate in the training.

G. Obtain a signed written acknowledgement from each participant stating they read and understand the procedures and agree to abide by same.

H. Allow participating students access use of Secure Books using the latest version of Windows with secure access to site(s) only used by and for education and purposes of the instructional tools as applicable to each specific course.
VI. MUTUAL RESPONSIBILITIES

I. Promptly inform each other of any changes to its point of contact.

J. Jointly create a registration intake process for participation in the classes.

K. Jointly determine the class dates, times, and other logistics.

L. Communicate on a timely basis regarding the status of training and participant attendance.

M. We instructor(s) under this Agreement are required to understand and comply with 28 code of Federal Regulations 115: Prison Rape Elimination Act - National Standards (PREA Standards). As part of this Agreement, PSD requires that the instructor(s) attend mandatory PREA Standards training class and, if applicable, a specialized PREA Standard training for Health Care Workers and Investigators. PSD shall monitor the instructor(s) compliance with the PREA Standards.

N. Provide reasonable modifications to any disabled participant who needs an accommodation to comply with Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12131-12134, and its implementing regulation at 28 C.F.R. Part 35.

VII. PAYMENT

U.S. Department of Education Title III Pu’uhonua: Places of Sanctuary will cover all instructor costs and course-related expenses. WCC is solely responsible for administration and implementation of this grant.

VIII. CONFIDENTIALITY

All parties to the Agreement agree to adhere to all federal, state, and county laws relating to confidential and privacy issues regarding inmates and FERPA policies.
IX. LIABILITY

Each Party shall be responsible for any liability for injuries or damages arising from its own conduct. During the duration of Force Majeure Events (as defined below), no Party shall be liable for any failure, delay, or interruption in performing its obligations under this Agreement due to causes or conditions beyond its reasonable control, including but not limited to strikes, boycotts, picketing, slowdowns, or work stoppage, restrictions, or requirements imposed by any present or future applicable laws; or by priorities, rationing, curtailing, or shortage of labor, materials or by war, acts of terrorism, or any matter or thing resulting therefrom, or by embargoes, acts of God, severe weather, or climate conditions (such as storms, hurricanes, typhoons, earthquakes, tornadoes, volcanic eruptions, earth movements, tsunamis, and floods), acts of the public enemy, act of superior governmental authority, riots, rebellion sabotage, or by any other cause beyond the reasonable control of the parties (hereinafter the "Force Majeure Events"). Performance of obligations under this Agreement is executed for the duration of the Force Majeure Event.

X. EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective on the date this Agreement is signed by both Parties and shall terminate on September 30, 2023. Either Party may terminate the Agreement by delivering a written notice of termination signed by the Windward Community College Chancellor or the PSD Director thirty (30) days in advance. Such action would be taken only after mutual consultation to prevent any negative impact to any party.

XI. MODIFICATION OF AGREEMENT

Either Party may propose modifications to this Agreement at any time. Proposed modifications shall be communicated in writing and shall become effective upon unanimous agreement in writing by both Parties.

XII. AGREEMENT CONSITUTES ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties and supersedes any prior and/or contemporaneous discussions, representations,
understandings, or agreements, whether oral or written, of the Parties regarding this matter.

XIII. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Hawai‘i.

APPROVALS:

By:

[Signature]

Date: 5/9/2022

Ardis Eschenberg, Chancellor of Windward Community College

By:

[Signature]

Date: 5/9/2022

Ardis Eschenberg
Project Director, Puuhonua Windward Community College

By: Maria Cook

[Signature]

Date: 06/16/22

Max N. Otani, Director

State of Hawai‘i, Department of Public Safety

APPROVE AS TO FORM:

By:

[Signature]

Date: 06/16/22

Craig Y. Iha, Deputy Attorney General