

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

November 12, 2020

ACTION: **Approve Agreement with Tecumseh State Correctional Institution for Peru State College to Establish the Correctional Workforce Development Pathway Program**

Board Policy 7015 requires Board action for approval of all academic agreements. Peru State requests approval of an agreement with Tecumseh State Correctional Institution (TSCI) to establish the Corrections Workforce Development Pathway (CWDP) Program. This Program will create an educational pathway for PSC students who are interested in pursuing a career in Corrections, that combines course work offered by PSC and employment offered by TSCI. The purpose of the CWDP Program is to broadly prepare the next generation of leaders for the Nebraska Department of Correctional Services and is financially supported through Nebraska Legislative Bill 1008, which appropriates funding to the Department of Correctional Services that will be used to establish scholarships for students who apply for the Program.

The System Office and Peru State College recommend approval of the Agreement with Tecumseh State Correctional Institution for Peru State College.

ATTACHMENTS:

- PSC TSCI Partnership Agreement (PDF)

CORRECTIONS WORKFORCE DEVELOPMENT PATHWAY (CWDP) AGREEMENT

BETWEEN

**THE NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
d/b/a Tecumseh State Correctional Institution**

AND

**THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
d/b/a Peru State College**

The Corrections Workforce Development Pathway Program (CWDP Program) is a joint program between the Nebraska Department of Correctional Services, doing business as the Tecumseh State Correctional Institution (TSCI), and the Board of Trustees of the Nebraska State Colleges, doing business as Peru State College (PSC) (collectively the “Parties”). The CWDP Program allows PSC Criminal Justice students to complete a baccalaureate degree with an emphasis in Corrections that combines academic coursework with on-the-job training through an embedded series of employment opportunities provided by TSCI.

The purpose of the CWDP Program is to broadly prepare the next generation of leaders for the Nebraska Department of Correctional Services.

TSCI and PSC hereby agree to the following conditions:

1. TERMS; TERMINATION. This Agreement between TSCI and PSC shall commence on November 13, 2020 and shall continue through June 30, 2025. The Agreement may be renewed or amended upon the written approval of the Parties. In the event funds to finance this Agreement become unavailable either in full or in part due to reductions in state budget appropriations, TSCI and PSC will work cooperatively to minimize the impact on students who have been accepted to, and are participating in, the CWDP Program, should the CWDP Program terminate as specified in this Agreement.
2. CWDP PROGRAM COMMITTEE. The CWDP Program Committee (Committee) shall consist of the PSC CWDP Workforce Liaison (Chair), TSCI CWDP Workforce Liaison, TSCI Warden, NDCS Human Talent Director, the PSC Dean of the School of Professional Studies, and up to four (4) PSC Criminal Justice faculty members.
3. MARKETING AND RECRUITMENT. PSC may market the CWDP Program to potential students in any manner it deems reasonable including but not limited to using alternative names for the CWDP Program.
4. ELIGIBILITY CRITERIA FOR CONSIDERATION FOR THE CWDP PROGRAM. For consideration for acceptance into the CWDP Program, applicants must:
 - A. Be 18 years of age or older or reach 18 years of age prior to beginning employment at TSCI, which is expected to begin during the summer after their first year for new entering first-time students;
 - B. Hold a valid driver’s license;
 - C. Complete an application to PSC prior to submitting an application for the CWDP Program and upon acceptance, enroll as a student at PSC and declare a Criminal Justice major;
 - D. Currently attend or be a graduate of an accredited senior high school or received an equivalent of a high school diploma.

5. APPLICATION AND SELECTION PROCESS. The Committee, in consultation with TSCI and PSC, shall establish and administer the application and selection process consistent with the terms of this Agreement for PSC students seeking to be accepted into the CWDP Program, including the development of application materials and interview process, and the establishment of deadlines.
 - A. Applicants who submit an application for acceptance into the Program by January 31st will receive priority consideration. Any changes to the application deadline shall be determined in consultation with TSCI.
 - B. In February, the Committee will interview applicants who submit a complete application by January 31st and meet the eligibility criteria set forth in Section 4 of this Agreement.
 - C. The Committee will review the applications based upon whether the applicant has demonstrated:
 - i. Academic achievement indicative of the ability to succeed in the CWDP Program, as evidenced in the application materials; and
 - ii. A commitment to work in the Corrections field in Nebraska, as evidenced in the application materials and during the interview.
 - D. Based upon the application materials and interview, the Committee may approve or deny applicants for acceptance into the CWDP Program.
 - E. Acceptance into the CWDP Program is conditioned upon the student successfully completing by the prescribed deadlines:
 - i. The Corrections Office Behavioral Assessment;
 - ii. Criminal Background Check;
 - iii. Pre-employment medical exam; and
 - iv. Drug test.
6. POLICIES FOR CONTINUED CWDP PROGRAM ELIGIBILITY.
 - A. Ongoing Eligibility. Students must meet the following requirements to remain eligible for the CWDP Program:
 - i. Full-time enrollment status (minimum of 12 credits) per each fall and spring term of the CWDP Program;
 - ii. Continued enrollment in the Criminal Justice degree program;
 - iii. Minimum GPA of 2.0 at start of each academic year;
 - iv. Continued eligibility for employment with TSCI.
 - B. Academic Probation. The CWDP Program will utilize PSC's established policies for academic probation as outlined in the PSC Academic Catalog.
 - C. Annual Review Policy. The PSC CWDP Workforce Liaison will meet with each CWDP Program student to conduct an annual academic review, including the review of transcripts for course load, grades earned and grade point average attained. If a student has not successfully completed course work as set forth by PSC, PSC will provide written notice to the student that the student is being placed on academic probation. The PSC CWDP Workforce Liaison will provide a summary of the annual review results to the Committee at the end of each review cycle, which will approve the continuation of each student in the CWDP Program.

- D. Dispositions Evaluation Policy. The TSCI CWDP Workforce Liaison will complete a professional dispositions evaluation on each CWDP Program student and provide them to the PSC CWDP Workforce Liaison each year prior to the annual review cycle. Should a student be identified as not meeting the professional dispositions established for the CWDP Program, the student may be placed on probation or removed from the CWDP Program.
- E. Employment. Prior to employment at TSCI, all students must complete the Staff Training Academy (STA) in Lincoln as set forth in Attachment A. As an employee of TSCI, a student is subject to the same policies and procedures of any NDCS employee, including disciplinary action up to and including termination. Employee disciplinary action is within the discretion of TSCI. Any student whose employment is terminated by TSCI or is no longer eligible for employment with TSCI, will be removed from the Program and will no longer be eligible for any CWDP Program Student Incentives, as outlined in Section 7, effective at the end of the term in which the termination occurs.
- F. Dismissal Policy. Dismissal constitutes formal action initiated by PSC, based upon the formal recommendation of dismissal of the student by the Committee and/or the termination of the employment of a student by TSCI. Should a student be dismissed from the CWDP Program, the student will no longer receive any CWDP Program scholarships or living allowances effective the start of the next academic semester. Students may continue to complete a degree program at PSC.
- G. Appeals Procedure. Any student who has been dismissed from the CWDP Program, other than a student whose employment was terminated by TSCI, who believes an evaluation of the student's academic progress or performance was conducted in an arbitrary or capricious manner may appeal the dismissal decision. An appeal must be made in writing within two (2) weeks of receiving notification of dismissal. The student should submit the appeal to the PSC CWDP Workforce Liaison. In the appeal, the student must present reasons for believing that the evaluation that led to the dismissal was arbitrary or capricious. The CWDP PSC Workforce Liaison will forward the appeal to the PSC Dean of Professional Studies, who will consider the student's appeal and notify the student of the decision in writing within five (5) business days of receiving the appeal. Should the student wish to appeal the PSC Dean's decision, the student may appeal in writing to the PSC Vice President of Academic Affairs (VPAA) within five (5) business days of the receipt of the Dean's decision. The VPAA will consider the student's appeal and notify the student of the decision in writing within five (5) business days of receiving the appeal. The decision of the VPAA will stand as the final decision.
- H. Leave of Absence Policy. Any student wishing to request a leave of absence from the CWDP Program must submit a written request and the reasons for the request to the PSC CWDP Workforce Liaison with copies to the TSCI CWDP Workforce Liaison. If the PSC CWDP Workforce Liaison grants the request, the PSC CWDP Workforce Liaison will provide the time and conditions under which the student may re-enter the CWDP Program and will notify the Committee of the decision. The student should continue to take classes, take examinations and quizzes and fulfill other class assignments while the request is pending.
- I. Resignation Procedure. Should a student choose to resign their position in the CWDP Program, a formal letter of resignation must be filed with the PSC CWDP Workforce Liaison. In the event a student resigns after the established drop/add dates for a given term, the student will not be expected to repay scholarship funds.

- J. **Open Seat Policy.** In the event a CWDP Program seat opens, PSC may open an application period at any time during the academic year to allow current students enrolled at PSC or new transfers to apply to the CWDP Program. In such an event, the student(s) must complete the application process outlined in this Agreement, and the Committee will review applications, conduct interviews and determine whether to offer said seat. Any students added to the program shall receive a prorated portion of the funds equivalent to the number of semesters remaining for degree program completion.
7. **CWDP PROGRAM STUDENT INCENTIVES.** The CWDP Program Incentives for each PSC student who has been accepted into the CWDP Program can be awarded for up to four (4) years and will include the following:
- A. **Tuition Scholarship and Living Allowance.** CWDP Program students shall receive \$12,500 per academic year, which shall be divided equally between the fall and spring terms and applied to the participating students' accounts. Such funds are to be used toward tuition, fees, books, room, and board. Students are responsible for any remaining balance on their accounts and all other associated fees, charges, books and expenses.
 - B. **TSCI Salary.** CWDP Program students will be paid as a Corporal by TSCI for hours worked at TSCI throughout the CWDP Program. TSCI will track and pay hours worked by PSC students using the same procedures for all hourly staff. CWDP Program students will be paid on a bi-weekly schedule.
 - C. **Summer Housing Allowance.** CWDP Program students who agree to work at TSCI during the summer term shall be provided a summer housing allowance of \$2,500 in addition to any wages earned at TSCI. This housing allowance will be applied to the student's account toward summer housing charges. If the student is not living on campus during the summer, this allowance will be refunded from the account to the student. This allowance is available to facilitate continuous employment at TSCI during the summer.
8. **CWDP PROGRAM COURSEWORK AND EMPLOYMENT.** The CWDP Program combines coursework and yearly employment opportunities that provide simultaneous on-the-job training in correctional services and can be used toward meeting CJUS Internship course requirements for formal credit, if desired. The Integrated Educational and Employment Experiences Plans of Study are provided as *Attachment A*. The parties agree to commit to the following:
- A. PSC.
 - i. Recruit, mentor and advise CWDP Program students;
 - ii. Offer the courses required for the Criminal Justice degree program;
 - iii. Offer a Corrections Practicum course that CWDP Program students complete throughout the CWDP Program; and
 - iv. Communicate with TSCI to support CWDP Program Students as they complete internships and address academic and/or dispositional performance issues.
 - B. TSCI.
 - i. Develop an on-going meaningful paid employment program that provides a holistic overview of correction based workforce opportunities, supports identified learning objectives, and offers CWDP Program students with the opportunity to work 18-24 hours each week, on average, during the Fall and Spring semesters of the CWDP Program; and
 - ii. Provide employment opportunities to CWDP Program students each summer.

9. CWDP PROGRAM SUMMER EMPLOYMENT. PSC Students who have been accepted to the CWDP Program will be offered the opportunity to work at TSCI during each summer of the CWDP Program. Students who accept this offer will be eligible for the summer housing allowance described in Section 7C of the Agreement.

10. FINANCIAL DISBURSEMENTS.

- A. Disbursement of Funds from TSCI to PSC. For the first year of the program (FY 2020-21) 100% of the funds for the CWCP Program will be transferred to PSC by December 31, 2020 to provide for one-time costs being incurred by PSC and to assure PSC has adequate funds to apply spring term scholarships to those students participating in the CWDP Program. For all future years beginning in FY 2021-22, TSCI will transfer 50% of the CWCP Program funds to PSC at the beginning of each fiscal year, but no later than July 31, to assure PSC has adequate funds to apply the fall term scholarships to those students participating in the CWDP Program. TSCI will transfer the remaining 50% of the CWCP Program funds to PSC by December 31 of each year to assure funding for spring term scholarships.
- B. Disbursement of Funds from PSC to Students. CWDP Program students will receive 50% of the Tuition Scholarship and Living Allowance funds each fall and spring semester, with disbursements scheduled for the Monday of Week Three of the regular academic session. Should a student leave the program or be terminated by TSCI during any given semester, the student will be able to keep the funds disbursed during that semester
11. BUDGET. The preliminary budget and related budget notes for the CWDP Program are contained in *Attachment B*. The Committee shall meet annually in January with PSC's Vice President for Academic Affairs (VPAA) and Vice President for Administration and Finance (VPAF) to confirm or adjust the budget for the current fiscal year and the coming fiscal year, as necessary. A copy of the agreed-upon budget for the current and the coming fiscal year shall be signed by the PSC President and the Director of Correctional Services and a copy maintained on file and provided to the appropriate personnel at each facility
12. TITLE IX. The Parties agree that based upon the fact that the CWDP Program is a PSC educational program or activity, Title IX of the Education Amendments of 1972 and 34 CFR Part 106 applies. Any Title IX related incidents occurring while PSC students are working at TSCI shall be immediately reported to PSC's Title IX Coordinator to be dealt with consistent with the requirements of federal law and policies of the Board of Trustees of the Nebraska State Colleges.
13. NOTICES. All notices, consents, approvals, demands, requests or other communications required or permitted to be given under any provisions of this Agreement will be in writing and will be sent to the person(s) and address(es) set forth below via certified mail, hand delivery, overnight courier or email (to the extent an email address is set forth below and a copy is also sent by one other method as proscribed herein). All such notices shall be effective when received.

Tecumseh State Correctional Institution:

Todd Wasmer
Warden
Tecumseh State Correctional Institution
2725 Hwy 50
Tecumseh, NE 68450
todd.wasmer@nebraska.gov
402-335-5998

Peru State College:

Tim Borchers, Ph.D
Vice President for Academic Affairs
Peru State College
P.O. Box 10
Peru, NE 68421
tborchers@peru.edu
402-872-2222

14. RELATIONSHIP OF PARTIES. No agency, partnership or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship.
15. ASSIGNMENT. This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.
16. GOVERNING LAW; FORUM. This Agreement shall be governed by the laws of the State of Nebraska, without regard for its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be instituted in the state or federal court located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Provider in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.
17. SEVERABILITY. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
18. WAIVER. A waiver of any term or provision of this Agreement by a party shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver(s) shall serve to establish a course of performance between the parties contradictory to the terms hereof.
19. NON-DISCRIMINATION; FERPA. The parties agree that neither shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privilege of employment because of race, color, religion, sex, sexual orientation, gender identity, disability or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §48-1122), as amended. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974 governing the privacy of student records.
20. EQUAL OPPORTUNITY. **The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**
21. COUNTERPARTS. This Agreement may be executed in multiple counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

For the Nebraska Department of Correctional Services, doing business as Tecumseh State Correctional Institution:

Todd Wasmer, Warden, Tecumseh State Correctional Institution

Date

Scott Frakes, Director, Nebraska Department of Correctional Services

Date

For the Board of Trustees of the Nebraska State Colleges, doing business as Peru State College:

Dr. Dan Hanson, President, Peru State College

Date

Dr. Paul Turman, Chancellor, Nebraska State Colleges

Date

*Attachment A: Integrated Educational and Employment Experiences
4-Year and 2-Year Plans of Study*

New Entering First Year Students or Transfer Students without Associate’s Degree
Pre-Service Training in Lincoln during Summer Following First Year

<i>FALL</i>	<i>SPRING</i>	<i>SUMMER</i>
<p>First Year COLL 101 course with CJ students and faculty</p> <ul style="list-style-type: none"> • Include discussion of careers in corrections. • Field trip to TSCI <p>General Studies courses</p>	<p>CJUS 110 Introduction General Studies courses</p>	<p>STA Training in Lincoln (housing available at Peru)</p>
<p>Second Year CJUS 220 Corrections CJUS courses General Studies courses Work at TSCI Corrections Practicum (1 credit): Establishing mentoring relationships</p>	<p>CJUS courses General Studies courses Work at TSCI Corrections Practicum (1 credit): Developing strong communication skills</p>	<p>Work at TSCI Summer courses (optional)</p>
<p>Third Year CJUS courses General Studies courses Work at TSCI Corrections Practicum (1 credit): Building resilience and self-confidence</p>	<p>CJUS courses General Studies courses Work at TSCI Corrections Practicum (1 credit): Exploring careers in corrections</p>	<p>Work at TSCI Summer courses (optional)</p>
<p>Fourth Year CJUS courses General Studies courses Work at TSCI Corrections Practicum (1 credit): Developing community connections in Tecumseh</p>	<p>CJUS courses General Studies courses Work at TSCI Corrections Practicum (1 credit): Finalizing resume and career plans Graduation from Peru State</p>	<p>Work at TSCI</p>

- *While no internship courses are required for this program, up to six (6) credits of internship may be counted towards Option requirements in the Criminal Justice major. Additional internship credits would count towards general elective requirements.*
- *The Corrections Practicum course may be repeated six (6) times and count towards general electives.*

Transfer Students with Associate's Degree

Pre-Service Training in Lincoln during Summer Prior to First Year at PSC; 3-6 credit Internship at TSCI and Summer Housing available at Peru

<i>FALL</i>	<i>SPRING</i>	<i>SUMMER</i>
<p><i>Third Year</i> CJUS courses General Studies courses Pre-Service Training (if needed) Corrections Practicum (1 credit): Building resilience and self-confidence</p>	<p>CJUS courses General Studies courses Work at TSCI Corrections Practicum (1 credit): Exploring careers in corrections</p>	<p>Work at TSCI Summer courses (optional)</p>
<p><i>Fourth Year</i> CJUS courses General Studies courses Work at TSCI Corrections Practicum (1 credit): Developing community connections in Tecumseh</p>	<p>CJUS courses General Studies courses Work at TSCI Corrections Practicum (1 credit): Finalizing resume and career plans Graduation from Peru State</p>	<p>Work at TSCI</p>

- *While no internship courses are required for this program, up to six (6) credits of internship may be counted towards Option requirements in the Criminal Justice major. Additional internship credits would count towards general elective requirements.*
- *The Corrections Practicum course may be repeated six (6) times and count towards general electives.*

Attachment B: CWDP Program Budget Summary and Narrative

CWDP PROGRAM PRELIMINARY BUDGET SUMMARY

		FY 2020-21		FY 2021-22		FY 2022-23	
		FTE	Amount	FTE	Amount	FTE	Amount
PERMANENT SALARIES							
	Assistant Professor	0.00	-	1.00	60,000	1.00	60,000
	CWDP Workforce Liaison	0.50	26,589	1.00	53,177	1.00	53,177
	Subtotal Salaries	0.50	26,589	2.00	113,177	2.00	113,177
BENEFITS							
	FICA		2,034		8,658		8,658
	Retirement		2,127		9,054		9,054
	Health, Dental, Vision		9,250		37,000		37,000
	Life & LTD		177		576		576
	Subtotal Benefits		13,588		55,288		55,288
TOTAL PERSONAL SERVICES		0.50	40,177	2.00	168,465	2.00	168,465
OPERATING EXPENSES							
	Marketing Consultant		15,000				
	Targeted Marketing		35,000		60,000		60,000
	Students to conference for cohort activities		-		30,000		30,000
	Professional Development/ Certif. for CJ Faculty		-		10,000		10,000
TRAVEL EXPENSES							
	Recruitment Travel		-		25,000		25,000
CAPITAL OUTLAY							
	Program Equipment		-		5,000		5,000
	Facility Improvements*		89,738		-		-
	Shooting Simulator*		300,000		-		-
GOVERNMENT AID							
	Scholarships (to include tuition, fall/spring living stipend and summer living stipend)		43,550		450,000		675,000
TOTAL NONPERSONAL SERVICES			483,288		580,000		805,000
TOTAL BUDGET			523,465		748,465		973,465

* With an investment added by Peru State of \$10,262 in the first year, a total of \$400,000 is available for facility improvements and a shooting simulator.

CWDP PROGRAM PRELIMINARY BUDGET NARRATIVE

PERSONAL SERVICES

- Peru State College (PSC) plans to hire the CWDP Workforce Liaison starting full-time on January 4, 2021. That equates to a 0.50 FTE for FY 2020-21 (1.0 FTE for half of the year).
- The Assistant Professor will be hired for the FY 2021-22 academic year.
- Beginning in FY 2021-22, there will be 2.0 FTE paid by the program going forward.
- If an additional faculty member is needed for the CWDP Program, PSC is committed to hiring that additional faculty member.
- Benefits are included at the current benefits rates for FICA, Retirement, & LTD coverage. Health, Dental, and Vision insurance are at the current rates for family coverage. Life is at the current rate for employee coverage.
- Actual salary and benefit costs may vary based on the individuals hired.

NONPERSONAL SERVICES

- A marketing consultant is included in FY 2020-21 only to assist with establishing marketing plans.
- Targeted marketing will begin during FY 2020-21 and be fully operational during FY 2021-22.
- Funding includes cohort activities for students, as well as professional development and certifications for the Criminal Justice faculty.
- Travel expenses are for recruitment travel beginning in FY 2021-22.
- Capital Outlay: With an investment added by PSC of \$10,262 in the first year, a total of \$400,000 is available for facility improvements and a shooting simulator.
- Government Aid includes the student scholarships, as follows:
 - For FY 2020-21, PSC plans to start up to five students in the program in Spring, 2021. The amount includes tuition, a spring living stipend, and a summer living stipend. Starting the spring term with five students in the program will assist in getting the program operational during the first year of funding.
 - For FY 2021-22, the Scholarships are available for up to 30 students at \$15,000 each. Assuming the five students who begin in Spring, 2021 continue, there are an additional 25 slots available in the program.
 - For 2022-23, an increase in scholarships of \$225,000 allows for an additional 15 students to be recruited and accepted into the program. At this point, there is a total of 45 students in various stages of the program each year.

TOTAL FUNDING

- Total Funding from the Department of Corrections for FY 2020-21 through FY 2022-23 ties to the amount shown in LB1008 (2020) including that provided in the intent language.