

Arts in Corrections Teaching Artist Agreement

The William James Association
P.O. Box 1632
Santa Cruz, CA 95061

TERMS AND CONDITIONS **FY 2021-22**

This agreement is between the William James Association, hereinafter known as WJA, and Teaching Artist named above hereinafter known as ARTIST, for the purpose of providing arts services for WJA's Arts in Corrections Program.

- 1) **SERVICES:** ARTIST agrees to provide Arts Instruction services for WJA in conjunction with California Arts Council and California Department of Corrections and Rehabilitation Arts in Corrections contract. Work schedule to be determined between you and the institution(s) where you teach and is subject to change. Artists are not to report to the institution on State observed holidays without explicit permission and coordination with CDCR institution managers. Currently the State observes the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. If the holiday falls on a Saturday, there will be no program closure. If a holiday falls on a Sunday, the holiday will be observed, and the program will be closed on the following Monday. **IF YOU WISH TO TEACH ON A HOLIDAY, CHECK IN ADVANCE WITH THE CRM OR THEIR DESIGNEE.**
- 2) **BUDGET:** ARTIST agrees to provide such services within the budget allocated in your Hire Letter.
- 3) **PAYMENT:** WJA shall make payments in arrears to ARTIST under this agreement for actual services provided and for reimbursement of costs actually incurred and shall be subject to the following requirements:
 - a) ARTIST shall submit written signed invoices for services and expenditures **(FY: the new Mileage Rate for FY 2021-22 is .56¢/mile);**
 - b) ARTIST shall submit such evidence of service as may be required by WJA or CA Arts Council, such as **monthly attendance** and periodic reports;

- c) ARTIST shall submit original receipts for expenditures for materials and supplies (if receipts are in someone else's name we will need to reimburse that person);
 - d) Timesheets are to be submitted on the first day of the month following the month of service and should be accompanied by attendance.
 - e) Reimbursement Requests must be submitted complete with proper receipts no more than sixty (60) days after service is provided.
 - f) No payment shall be made, or WJA obligation incurred, for ARTIST services or expenditures beyond the scope of this agreement or budgeted amounts in your hire letter.
- 4) ALTERNATIVE DISPUTE RESOLUTION: In the event of any misunderstandings arising from this agreement, the organizations agree to use mediation services provided by a mutually selected, neutral provider to work out an amicable resolution.
- 5) CONTINGENCY of AGREEMENT: WJA and ARTIST make this agreement with full knowledge and understanding that performance of this agreement is subject to the policies and practices of the California Department of Corrections and Rehabilitation (CDCR) and the California Arts Council (CAC). WJA makes no guarantee to ARTIST that any or all of the hours of service covered in this agreement will be scheduled and allowed at any CDCR facility. WJA assumes no obligation to pay ARTIST for services not performed.
- 6) CONFIDENTIALITY: ARTIST agrees to respect the privacy of students and not to use their names, likeness or other identifying information unless a signed release, on official facility approved forms, has been obtained and a copy submitted to WJA. WJA must APPROVE release of any information, artwork, or product created in conjunction with services under this agreement in advance. Violation of this clause may result in immediate termination of employment.
- 7) RELEASE OF INFORMATION: ARTIST agrees all information, reports, writings, anthologies, summary documents, press releases, or social media postings and mentions shall be submitted to the CA Arts Council and to CDCR for review and approval prior to dissemination. The ARTIST shall exercise sound judgment when posting to social media and adhere to general posting guidelines and protocol, including the avoidance of content that is graphic, obscene, abusive, or hateful on

the basis of race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, or disability; or intended to defame or discriminate against anyone or any organization; solicitous or advertising content; content encouraging illegal activity. **Please consult with WJA prior to publication.**

- 8) POLICIES INCORPORATED: ARTIST agrees to perform all services under this agreement in a professional and timely manner, subject to the policies and procedures established by WJA, CAC and CDCR, see attached **CDCR's PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES**. All ARTISTS shall abide by the requirements in Title 15, Section 3400, which states that CDCR employees shall not engage in undue familiarity with people in incarceration, parolees, or friends and family of people in incarceration and parolees. Title 15, Section 3415, extends the applicability of CDCR rules and regulations governing the conduct of behavior in associating with people in incarceration to persons who are not employed by CDCR, but are engaged in work at any institution or facility. ARTISTS shall abide by the employee requirements in Title 15, Section 3401, which states that employees shall not take, deliver or otherwise transmit, either to or from, any person in incarceration or member of an incarcerated person's family; any verbal or written message, document, item, article or substance. Title 15, Section 3415, extends the applicability of CDCR rules and regulations governing the conduct of behavior in associating with people in incarceration to persons who are not employed by CDCR, but are engaged in work at any institution or facility. ARTIST has received and read **WJA's Nondiscrimination and Drug-Free Workplace policy**, both of which are incorporated herein by reference. ARTIST understands and agrees to abide by these policies. Per the **WJA Nepotism Policy**, ARTIST agrees that if they seek to promote an individual as a potential employee with whom they have a personal relationship, prior approval must be obtained from the Executive Director. "Personal Relationships" include, but are not limited to, associations with individuals by blood, adoption, marriage, and/or cohabitation.

- 9) CLOTHING RESTRICTIONS: While on institution grounds, the organization providing services and all of its ARTISTS, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by the people incarcerated at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow

rainwear shall not be worn onto institution grounds, as this is the attire of people who are incarcerated.

10) HOLD HARMLESS AND DISCLOSURE: WJA shall be held harmless for any injury, loss, damages, or expense of any nature sustained by ARTIST in the conduct of any workshop or performance or in the execution of any duties or obligations pertaining to this agreement. Neither CDCR nor any CDCR employee will be liable to the ARTIST providing services for injuries inflicted by people experiencing incarceration or parole of CDCR. CDCR agrees to disclose to the ARTIST providing services any statement(s) known to CDCR staff made by any people experiencing incarceration or parole which indicate violence may result in any specific situation, and the same responsibility will be shared by the ARTIST providing services in disclosing such statement(s) to CDCR.

11) SPONSORSHIP: ARTIST agrees to include the following statement on all printed and public announcements associated with all services: "This (workshop, performance, event, etc.) is sponsored by The William James Association's Prison Arts Project under the auspices of Arts-in-Corrections, which is a partnership of the California Department of Corrections and Rehabilitation and the California Arts Council"

12) CANCELLATION/TERMINATION: Unless stated otherwise in this agreement, either party, upon thirty (30) days' written notice, may cancel this agreement. Any action or condition of ARTIST that results in denial of entry to a CDCR facility is grounds for immediate termination of employment. ARTIST acknowledges that CDCR reserves the right to suspend or terminate security clearances at any time.

13) Prison Rape Elimination Policy Volunteer/Contractor Information

The following is the text of CDCR's "Prison Rape Elimination Policy- Volunteer/Contractor Information Sheet." The following information will be provided to all ARTISTS and ARTISTS and others providing services within CDCR institutions will be required to submit a signed acknowledgment that they have read the information and understand the responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

Professional Behavior — Staff, including volunteers and private contractors, are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect
- Speaking without judging, blaming, or being demeaning
- Listening to others with an objective ear and trying to understand their point of view
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor
- Taking responsibility for your own behavior

Preventative Measures — You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor. The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of the offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection — All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment. After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation. You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim.

14) REVISION, EXTENSION: The parties agree that this agreement may be amended from time to time to allow revision or extension of the scope of services. Both parties must agree to any such amendment of this agreement in writing.
