# ARTS IN CORRECTIONS

# Tool Kit for Program Administrators

By California Lawyers for the Arts in collaboration with the William James Association | January 2020



(photo by Peter Merts, courtesy of the California Arts Council)

### INTRODUCTION

This Toolkit for Program Administrators has been assembled to provide the Arts in Corrections field with useful documents for program development, delivery and evaluation. Thanks to Laurie Brooks, Executive Director of the William James Association, Dr. Larry Brewster, Professor Emeritus at the University of San Francisco, and the Arts Council of Greater Baton Rouge for their significant contributions. Support has been provided by the National Endowment for the Arts, the California Arts Council, the Andy Warhol Foundation, the Quentin Hancock Fund and the Art for Justice Fund, a project of Rockefeller Philanthropic Advisors.

# TABLE OF CONTENTS

Restoration of the California Arts Council	3
Sample Memorandum of Understanding	5
Sample Informed Consent Form	7
Sample Roles and Overview	8
Sample Agency Arts in Corrections Proposal Guidelines	11
Sample Agency Arts in Corrections Application	13
Sample Agreement with Teaching Artist	15
Pre and Post Survey Instruments	18
Sample AIC Monthly Attendance	24
Sample Teaching Artist Invoicing	25
Sample Teaching Artist Orientation Checklist	27
Sample AIC Artists Checklist	29
Final Reporting to California Lawyers for the Arts	32
Other Resources and Articles	33

This project brought different groups of inmates together who might previously have had nothing in common with one another; this class left them as friends. I can only imagine breaking down the social barriers among inmates will serve to reduce instances of violence among involved populations. I am very impressed with this program and hope to be able to find funding to continue with something similar in the near future.

- Lieutenant Robbie Bringolf of the Wayne Brown Correctional Facility in Nevada County, California

#### Restoration of California Arts in Corrections - a brief history

Starting in 2011, California Lawyers for the Arts has successfully collaborated with the William James Association to restore funding for California's stellar arts programs in prisons, which had been largely defunded in 2003. Starting with a \$2.5 million, two-year pilot project in 2014, the California Department of Corrections and Rehabilitation (CDCR) has contracted with the California Arts Council to provide arts programs in prisons throughout California. The CDCR now provides \$8 million/year for these programs.

"Inmate-artists say that their behavior toward other inmates and prison staff is better when involved in the arts program, including a reduction in disciplinary actions."

-Dr. Larry Brewster









(photos by Peter Merts and photos by Peter Merts, courtesy of the California Arts Council)

With funding from the National Endowment for the Arts, the California Arts Council and several private foundations, CLA worked with the William James Association and Dr. Larry Brewster of the University of San Francisco to produce new evidence-based research documenting how arts programs benefit incarcerated persons. Demonstration projects in both

state prisons and county jails have shown that arts programs improve the participants' confidence, communication skills and emotional management, while resulting in better relations with other inmates and staff.

Dr. Brewster's 2014 study included pre and post surveys of participants in arts programs at the California Rehabilitation Center in Norco and Soledad, New Folsom and San Quentin State Prisons. Findings included that participants had better time management skills, achievement motivation, intellectual flexibility, active initiative and self-confidence as well as a reduction in disciplinary reports. Significantly, many respondents indicated an interest in pursuing other academic and vocational programs.

CLA has now completed a multi-year evidence-based research project that demonstrates the benefits of arts programs for residents in county jails throughout California. Results from the three-year project are documented in our County Jails Project Report, which was completed in February, 2019. CLA contracted with local arts agencies to place artists at county jails and administer surveys to the students at the conclusion of 10 to 18 week programs. These findings were reported at a professional development symposium of the Correctional Education Association and a meeting of the California State Sheriffs Association as well as during several Art for Justice Forums (see below). The project was also summarized in a guidebook to innovative programs published by the California State Judges Association. Benefits reported by the participants included better communications skills and ability to express emotions as well as improved relations with other inmates and staff. Project funding was provided by the National Endowment for the Arts, the California Arts Council, the Andy Warhol Foundation, the Wallace A. Gerbode Foundation, the Quentin Hancock Fund and the members of California Lawyers for the Arts.

### Sample Memorandum of Understanding (MOU)

MOU between CLA and Contracting Agency/Organization for programs in county jails California Lawyers for the Arts (CLA) a nonprofit corporation, and the Arts Council (AC), agree to collaborate to provide arts programming for residents at the County Jail, under the auspices of the CLA's Arts in Corrections County Jail Demonstration Project, beginning and extending through . The purpose of this collaboration is to recruit high quality teaching artists to teach classes in the County Jail, provide oversight and support to those artists as they develop their programs, and evaluate the project as part of a statewide evaluation of arts programs in county jails. **Roles** CLA will provide evaluation materials, including a survey instrument, previous reports, and project follow up information to be presented to the County Sheriff's Department that demonstrates the results of the project. AC will provide the following through this collaboration: selection of the artist for the pilot project, pay the artist for services and supplies, and community publicity to gain attention for the artistic expressions of the students (must be coordinated with the Public Information Office of the County Jail). In addition AC will provide a representative to attend relevant meetings at the jail, observe ongoing classes as needed to monitor the program, and, as appropriate, coordinate a closing event to celebrate the achievements of the students. **Fiscal Arrangements** AC will bill CLA for services related to this project at the agreed upon flat rate administrative fee of \$ . In addition, AC will be responsible for paying the artist working under this agreement \$\frac{1}{2} \text{/hour for ten to twelve three-hour sessions (which includes travel, class and preparation time), and supplies of up to \$ for the program. CLA will reimburse AC upon receipt of invoices for services and supplies, in addition to the administrative fee. AC can

invoice CLA as often as monthly.

#### **Benefits**

The benefits of this collaboration will be that CLA's specialized experience through its Arts in Corrections Initiative will be shared with AC in order to develop AC's capacity to leverage additional resources for community arts programs. Through this project, CLA and AC agree to work together toward the goal of developing the expertise at AC to be able to independently apply for funds for the project in future years.

The growing network of participating organizations will also provide mutual support as they work together to provide information to local elected officials and statewide professional associations about the benefits of the arts programs.

In the event of any misunderstandings arising from this agreement, the organizations agree to

#### **Alternative Dispute Resolution**

**CLA Executive Director** 

	•	O	U	O	,	O	U
use mediation	services provi	ded by a mutua	ally selected	l, neutra	al provide	er to work	out an
amicable reso	lution.						
AC Executive	Director		Da	te			

Date

# **Sample Informed Consent Form**

#### **Informed Consent Form** Research Study by California Lawyers for the Arts (CLA) in collaboration with

You are invited to participate in a research project to help identify trends and patterns in the experiences of arts education in prison. The purpose is to help improve understanding of the role the arts and education play in the prison experience. CLA is conducting the research as part of their efforts to measure the benefits of arts engagement for incarcerated participants.

Participation in this study includes pre and post surveys in which the participants will be asked to respond to a series of written questions by the researcher. The participant's names will all be kept confidential and will not be mentioned in the study. These questions are not meant to provide any discomfort or risk to the participant and if any discomfort arises the participant has the option to decline to answer any question. There is no foreseen risk to the participant.

The personal benefits from participating in this research include contributing to the education of the general public on the role that arts programming for incarcerated participants plays in the greater criminal justice system. There is no monetary benefit.

Participation in this study is completely voluntary. If you decide not to participate or you withdraw from the program, there will not be any negative consequences or penalties. Your decision whether or not to

The participant's confidentiality will be maintained at all times throughout the study.

participate will not prejudice your future relations with the	e, California Lawyers for the Arts
or For any questions regarding the study or	further details of the research at a later time
feel free to contact the researcher through the Ulster Corre	ectional Facility. You will be given a copy of
this form to keep.	
By Signing below, you are agreeing that you understand th provided with a copy of it. Please remember, you can without problems or implications. If you agree to join this study, pl	lraw from this study at any time without any
Consent Signature of Research Participant	Date
Print Name of Participant	

Signature of Investigator

Date

## Sample Roles and Overview

#### Provided by William James Association

#### **Artist in Residence in Federal Institutions**

This is an overview and timeline for the project and what role each of the collaborators plays in making these residencies within the federal correctional facilities a success.

The National Endowment for the Arts (NEA) and the Department of Justice (DOJ) have entered into a cooperative agreement to provide three artists in residence programs per year in the federal prison system. These facilities have expressed an active interest in the Artists in Residence Program (AIR) and have committed time, money and space to the projects.

The William James Association (WJA) in Santa Cruz, CA is overseeing the project under a cooperative agreement with the NEA. Since 1977, WJA has been working with the California Department of Corrections to bring fine arts instruction to inmates. Executive Director Laurie Brooks has been directing the Prison Arts Project since 1989 and will continue to oversee this program with the NEA/FBoP.

The purpose of the cooperative agreement is to conduct a one-year Artist in Residence (AIR) program at three federal prisons, with the goal of continued art classes beyond the initial year.

Additionally, this program serves the Endowment's mission by assisting artists in developing their careers and their art, as well as taking the arts to individual who would not otherwise have quality arts opportunities.

Local Arts Agencies (LAA) are contracted with to serve as a link to local artists and the arts community. Professional artists are to be sought out by. The LAA utilize whatever methods they typically use in their organization to publicize/advertise the position and identify artists in their community. They also provide technical assistance toward continuing the program.

The qualified artists who respond to the LAA will be paneled with the final decision to be made by each institution. Once employed, the artists work a total of 25 hours per week arranging and conducting classes, five of these hours per week are to be designated specifically for creating their own art within the facility. Inmates are invited to attend classes and observe the artist at work. The one-year residencies will vary with each institution because the activities are planned and carried out to meet the specific needs of the artist and their inmate population.

The program should result in further development of arts activities designed to encourage participation by the inmate students and to be responsive to inmates' interests in the arts. These residencies also position the arts as part of a proven cost effective rehabilitation with inmates. Artists and performers enrich the institutional community in the same ways the arts enhance the quality of life in all communities.

#### THE ROLE OF THE NATIONAL ENDOWMENT FOR THE ARTS

- Enter into an agreement to work with WJA and the LAA in recruiting artists for this project.
- Collaborate with WJA to oversee the selection process for artists, training and evaluation of the project.

- Provide money towards the cost of administering the project. \$250.00 for each artist is included towards the cost of health care.
- Provide funds to the Bureau of Prisons for the cost of the three residencies.
- Collaborate with all parties to explore ways to strengthen the program and look for resources beyond the one-year funding by DOJ and NEA.

#### THE ROLE OF THE DEPARTMENT OF IUSTICE

- Select the three federal correctional institutions.
- Provide consultation, space, equipment, materials, and supervision and support services at each facility.
- Administrate NEA funds provided for the three artists' contracts.
- Take responsibility for assuring the contracts between the selected federal correctional institution and the artists are awarded for not less that \$21,000 per artist. Agree to each artist spending 20% of their 25-hour workweek towards doing their own artistic work within the facility.
- Work with all parties to see that the artists are paid in a timely manner.
- Collaborate with all parties to explore ways to strengthen the program and look for resources beyond the one-year funding by DOJ and NEA.

#### THE ROLE OF WILLIAM IAMES ASSOCIATION

- Confer with staff at each FCI to plan the residencies (space, supplies, work schedule and job description.)
- Collaborate with the LAA's to advertise the residencies. Assist in organizing a Peer Review Panel to select qualified applicants. Coordinate the hiring of the artist at each institution. Conduct an assessment of each site by doing site visits prior to the beginning of each residency.
- Provide training for the artists to work in this unique environment. Training shall include security issues,
  procurement of supplies and knowledge of working with incarcerated populations. The artists will visit
  existing AIR programs through the Arts in Corrections Program in California. Money has been budgeted to
  bring the three artists to California for this training.
- Assist and support all parties in this collaboration to assure success.
- Collaborate with all parties to explore ways to strengthen the program and look for resources beyond the one-year funding by DOJ and NEA.

#### THE ROLE OF THE LOCAL ARTS AGENCY

- Come to the project with enthusiasm and interest.
- Create a job description for the AIR program and advertise through local channels to get the word out about the residency.
- Convene a Peer Review Panel to select the top applicants. Use you own system of convening a panel, or call the State Arts Council for technical assistance. (See Contact Sheet) The WJA is very experienced in running panels and can be used as a resource.
- Work with each institution in selecting the right artist for their facility. The panel recommendation will be used to help select the right artist for each facility.
- Assist in preparing the artists to work effectively within the correctional setting.
- Monitor the AIR program at various times throughout the year. Be a support system for the artists.

- Funding has been budgeted for each LAA's participation. A letter of agreement between the LAA and WJA will be put in place so that the LAA can invoice for these funds. Financial responsibilities may include, but are not limited to, stipends for panelist's time and travel expenses, advertisement, and staff time.
- Collaborate with all parties to explore ways to strengthen the program and look for resources beyond the one-year funding by DOJ and NEA.

#### THE ROLE OF THE ARTIST

- Understand their primary role in these residencies is to be an artist, not a therapist, nor custody staff.
- Continue to develop own work as an artist. 25% of the artist's time at the institution should be devoted to developing his or her own work. Each residency will differ in how the artist achieves this. Inmate students will have an opportunity to see a professional artist in the process of making art.
- The artist is an Independent Contractor. He or she is not an employee of either the LAA or DOJ.
- Participate in training from the WJA and the FCC on effective ways to work within this unique environment. The artists will receive training from WJA and the Arts in Corrections Program in California.
- Establish a working relationship with the institution to secure adequate space and supplies for the residency. Receive training in the rules, regulations and security concerns of the facility.
- Collaborate with all parties to explore ways to strengthen the program and look for resources beyond the one-year funding by DOJ and NEA.

### Sample Artist Residency Proposal Guidelines

#### Provided by Arts Council of Greater Baton Rouge

#### ARTS IN CORRECTIONS PROPOSAL GUIDELINES

#### AIC GOALS

The goal of this project is to provide arts instruction that is designed to have a positive impact on the behavior and attitudes of incarcerated participants, and also to promote interpersonal and social transformation both inside and outside of the boundaries of their institutions.

The Arts Council of Greater Baton Rouge with the Louisiana State Arts Council in partnership with California Lawyers for the Arts, is currently accepting proposals submitted by teaching artists in the capital region who are interested in facilitating ten to twelve-week residencies in local state prisons. These residencies must conclude no later than June 1, 2020. Teaching artists are also responsible for administering and collecting pre and post residency surveys.

#### RESIDENCY APPLICATION EVALUATION CRITERIA

- Clear and accessible learning objectives
- Beginner-to-intermediate skill-building
- Inclusive, low-stress classroom culture-building
- Fostering of a meaningful experience
- A culminating event or activity

Note: Class sizes will be no more than 25 participants, and no less than 8.

#### **ELIGIBILITY REQUIREMENTS FOR ARTISTS:**

- Must submit a completed application
- Must submit a cover letter explaining your approach to teaching your art form and/or the philosophy that informs your work
- Must submit a resume that demonstrates your experience as an artist and/or teaching artist. You may also include lesson plans
- Must submit a one-page outline of a ten to twelve session residency
- Must have attended the Arts in Corrections training at the Arts Council of Greater Baton Rouge on January 15, 2020.

Note: All submissions are due by **February 21, 2020**. (Artists will be notified no later than February 29, 2020.)

#### **PAYMENT**

Artists will be paid \$135.00 per session (includes prep, travel and class time) for a total of 10 sessions. In addition, up to \$200.00 allowance for approved supplies is provided. (receipts must be submitted for payment).

Teaching artists must submit invoices **no later than 15 days** after residencies are completed. **PLANNING YOUR PROPOSAL** 

- 1. Start with the end in mind. Think about the level of expertise you would like your students to have reached by the end of the residency and how many sessions you will need to get them there.
- 2. Consider how the teaching of your discipline and its necessary list of supplies may need to be flexible enough to accommodate a less than ideal physical space or non-traditional classroom parameters.
- 3. Acknowledge that some lesson plans might require you to communicate in ways that are more scripted than others. Try to anticipate gags in clarity on your part and gaps in understanding on behalf of your students.
- 4. Plan for every minute of your time with your students and have a few activities for moments when activities might wrap up sooner than expected.
- 5. Craft lesson plans that are respectful of the various learning styles you will encounter.
- 6. Be deliberate of how you want your students to interact with other when giving praise, feedback, or involved in collaboration.
- 7. Try to modulate between solo work, small groups, and full class activities. This helps overcome complacency.
- 8. Keep lecture time down to less than 30% of class time. We learn by doing.
- 9. Creating a positive classroom culture doesn't mean you have to be dismissive towards the various cultures that students may bring into the room with them.
- 10. Plan moments in which you model for your students the attributes and attitudes you wish them to exhibit.

# Sample Agency Arts in Corrections Application

### Provided by <u>Arts Council of Greater Baton Rouge</u>

#### **APPLICATION**

*Arts in Corrections* Application *Items to include (attach below) with your application:* 

- A cover letter explaining your approach to teaching your art form and/or the philosophy that informs your work.
- A one-page outline of a ten-twelve session residency.
- A resume' that demonstrates your experience an artist and/or as a teaching artist

Arts Disciplin	nclude your lesson plane/ e/Medium: e for work: ble)			
Personal Informat	ion			
First name			Last name	
Street Address		City		
State			Zip Code	
Home phone #	Cell #		Other	
Email address			ite (optional)	
Birthdate (Month/Dat	te/Year)			

If selected, are you willi	ng to complete a backgro	ound check with	the Louisiana S	State Police?	
Yes No					
If selected are you willing	ng to submit to a drug scr	reening test and	l background ch	eck?	
Yes No		J	Ü		
Education					
School Name	Location	Years Attended	Degree Received	Major	
(High School)					
(Post High School)					
Other trainings, certific	 ations or licenses held: _				
Teaching Reference	s				
Client/Company	Artistic Discipline	stic Discipline Scope of Work		Phone	
A almoryla demont are	ad Authorization				
Acknowledgment ar	ia Aumorization				
I certify that all answers	s given herein are true ar	nd complete to t	he best of my ki	nowledge.	
I authorize investigatio	n of all statements conta	ined in this app	lication as may	be necessary ir	
arriving at a hiring dete	rmination.				
I understand that false ( result in discharge.	or misleading informatio	n given in my a	pplication or int	erview(s) may	
Cignoture of Applicant		Data	gignod		
Signature of Applicant		Date	signed		

# Sample Agreement with Teaching Artists

### Provided by William James Association

Agreement between the contracting Agency/Organization and the Teaching Artists

# Sample Arts in Corrections Contract Artist Grant Agreement TERMS AND CONDITIONS FY 2019-20

	rement is between the, hereinafter known as, and Contract Artist named above ter known as ARTIST, for the purpose of providing arts services for, 's Arts in Corrections Program.
1.	SERVICES: ARTIST agrees to provide Arts Instruction services for in conjunction with Arts Council and 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 DCR 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 above, up to the Total Amount herein and shall be subject to the attached contractual requirements.
3.	PAYMENT: shall make payments in arrears to ARTIST under this agreement for actual services provided and for reimbursement of costs actually incurred, up to the Total Budget and shall be subject to the following requirements:  a. ARTIST shall submit written signed invoices for services and expenditures (FYI: the new Mileage Rate
	for FY 2019-20 is .58/mile); b. ARTIST shall submit such evidence of service as may be required by or 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. Invoices must be submitted complete with all documentation no more than thirty (30) days after service is provided, however our request is to receive invoices within 5 days after the end of the month. Invoice received before, or on the 5 <sup>th</sup> of any calendar month (along with Attendance and proper receipts) are scheduled to be paid on the 12th of that calendar month - or on the business day following
	this date if it falls on holidays or weekends.
	<ul> <li>No payment shall be made, or obligation incurred, for ARTIST services or expenditures beyond the scope or budget of this agreement.</li> </ul>
4.	CONTINGENCY of CONTRACT: and ARTIST make this agreement with full knowledge and understanding that the performance of this contract is subject to the policies and practices of the Department of Corrections and Rehabilitation (DCR) and the Arts Council (AC) 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 DCR facility
5.	assumes no obligation to pay ARTIST for services not performed.  INDEPENDENT CONTRACTOR STATUS: ARTIST acknowledges that he/she is an independent contractor, not an employee of ARTIST stipulates that service performed under this agreement is a secondary source of income and does not entitle ARTIST to employee benefits, including worker's compensation. ARTIST is paid

copy submitted to		hourly for arts services rendered in connection with Arts in Corrections Program. ARTIST controls the means and manner of carrying out the service, within the policies of conduct and procedure set forth by the DCR, AC and
7. RELEASE OF INFORMATION: ARTIST agrees all information, reports, writings, anthologies, summary docume press releases, or social media postings and mentions shall be submitted to the Arts Council and to DCR for and adproval prior to dissemination. The ARTIST shall exercise sound judgment when posting to social media adhere to general posting guidelines and protocols, including the avoidance of content that is graphic, obscend 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 ganizatic solicitous or advertising content; content encouraging illegal activity. Please consult with 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, AC and DCR, see attached DCR PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STAT PRISON INMATES. All Contract ARTISTS shall abide by the requirements in Title 15, Section 3400, which stat that DCR employees shall not engage in undue familiarity with people in incarceration, parolees, or friends an family of people in incarceration and parolees. Title 15, section 3415, extends the applicability of DCR rules are regulations governing the conduct of behavior in associating with people in incarceration or bemse transmit and the propers of from, any person in incarceration or member of an incarcerated persons 'family; any verbal or with message, document, item, article or substance. Title 15, Section 3415, extends the applicability of DCR rules are regulations governing the conduct of behavior in associating with people in incarceration to persons who are remployed by DCR, but are engaged in work at any institution or facility. ARTIST has received and and any acceptance of family and particle or substance and substance are substanced by	6.	other identifying information unless a signed release, on official facility approved forms, has been obtained and a copy submitted to must APPROVE the 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
press releases, or social media postings and mentions shall be submitted to the Arts Council and to DCR for re and approval prior to dissemination. The ARTIST shall exercise sound judgment when posting to social media adhere to general posting guidelines and protocols, 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 organizatic solicitous or advertising content; content encouraging illegal activity. Please consult with prior tr 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, AC and DCR, see attached DCR' PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STAT PRISON INMATES. All Contract ARTISTS shall abide by the requirements in Title 15, Section 3400, which stat that DCR employees shall not engage in undue familiarity with people in incarceration, parolees, or friends an family of people in incarceration and parolees. Title 15, Section 3415, extends the applicability of DCR rules ar regulations governing the conduct of behavior in associating with people in incarceration to persons who are remployed by DCR, but are engaged in work at any institution or facility. ARTISTS shall abide by employee requirements in Title 15, Section 3401, which states that employees shall not take, deliver or otherwise transme either to or from, any person in incarceration or member of an incarcerated person's family; any verbal or with measurements are paragolations governing the conduct of behavior in associating with people in incarceration to persons who are regulations governing the conduct of behavior in associating with people in incarceration to persons who are regulations governing the conduct of behavior in associatin	_	
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DCR facility is grounds for immediate termination of this contract. ARTIST acknowledges that DCR 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 DCR'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 DCR 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 DCR 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

<u>Preventative Measures</u> — 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.

, 1	parties must agree to any such amendment of this agreement
Signature	Date

14 DEVICION EXTENSION. The parties agree that this agreement may be amended from time to time to allow

## Pre and Post Survey Instruments

#### **Pre-Program Evaluation**

#### **Pre-Program Evaluation: Student Survey**

As you begin your [name the course, e.g. writing, drawing] classes, we want to ask you to take a few minutes to complete this questionnaire. This is part of a process to establish the value of prison arts programming. It is not a test - there are no right or wrong answers, and everyone will have different responses. It is important that you give your own opinion. Your answers will be used only for research purposes and will in no way be used to refer to you as an individual at any time.

Thank you for your participation.

P	lease	circ	le i	your	ans	wer

11,	ease effere your answer		
1.	Have you studied or practiced art in	the past? 1. Yes	2. No
2.	If yes, which art form have you stud	ied? (Circle all that appl	y)
	1. Music	3. Theater or Improv	5. Writing/Poetry
	2. Painting/drawing	4. Ceramics	6. Other
3.	Why did you enroll in this art progra	am? (Circle all that appl	y)
	1. Want to learn new skills	4. I like to be cre	eative
	2. A good way to pass time	5. Curious	
	3. I want to be less depressed	6. Something to	share with my family
	7. Other		
4.	Have you taken classes in other prop	grams?	
	1. Yes, currently	2. Yes, in the past 3	. No
5.	If yes, have you enrolled in:		
	1. Vocational classes	3. College courses	
	2. High School or GED courses	4. Other	<del></del>
6.	In the past, have you thought of you	urself as an artist? 1.	Yes 2. No 3. Not sure

The following statements are designed to measure how you see yourself. Remember, it is not a test, so there are no right or wrong answers. Answer the statements as you feel now, even if you have felt differently at some other time in your life.

<u>Please circle the number that most represents your feelings</u>, with 1 = Strongly Agree; 2 = Agree; 3 = Disagree; 4 = Strongly Disagree.

	Strongly Agree	Agree	Disagree	Strongly Disagree
12. I plan and use my time efficiently	1	2	3	4
13. When working on a project, I do my best				
to get the details right	1	2	3	4
14. I change my thinking or opinions easily if				
there is a better idea	1	2	3	4
15. I can stay calm in stressful situations	1	2	3	4
16. I like to be busy and actively involved in things	1	2	3	4
17. I know I have the ability to do anything I want to do	1	2	3	4
18. I do not waste time	1	2	3	4
19. I try to get the best results when I do things	1	2	3	4
20. I am open to new ideas	1	2	3	4
21. I am a good leader when a task needs to be done	1	2	3	4
22. I stay calm and overcome anxiety in new or changing				
Situations	1	2	3	4
23. I like to be active and energetic	1	2	3	4
24. When I apply myself to something I am confident I				
will succeed	1	2	3	4
25. I manage the way I use my time well	1	2	3	4
26. I communicate well with people	1	2	3	4
27. I try to do the best that I possibly can	1	2	3	4
28. I am adaptable and flexible in my thinking	1	2	3	4
29. As a leader I motivate other people well				
when tasks need to be done	1	2	3	4
30. I stay calm when things go wrong	1	2	3	4
31. I like to be an active, 'get into it" person	1	2	3	4

	Strongly Agree	Agree	Disagree	Strongly Disagree
32. I believe I can do it	1	2	3	4
33. I feel that I am a very competent person	1	2	3	4
34. I don't feel like I'm very creative	1	2	3	4
35. I feel comfortable around people	1	2	3	4
36. I like working with others	1	2	3	4
37. Art helps me express myself	1	2	3	4
38. This program will help me to explore my creativity	1	2	3	4
39. Art will help me to improve my concentration	1	2	3	4
40 Art helps me and my family share our thoughts				
and feelings with each other	1	2	3	4
41. Art is a way for me to connect with other inmates	1	2	3	4
42. This program will have a positive effect on me	1	2	3	4
43. This program will give me hope for a better future	1	2	3	4

Thank you!

### **Post-Program Evaluation**

#### **Post-Program Evaluation: Student Survey**

We want to take this opportunity as you complete your [name the course, e.g. writing, drawing] classes to ask you to take a few minutes to answer the following questions. This is part of an evaluation process to establish the value of prison arts programming. It is not a test - there are no right or wrong answers, and everyone will have different responses. It is important that you give your own opinion. Your answers will be used only for research purposes and will in no way be used to refer to you as an individual at any time.

Thank you for your participation.

Please circle your answer

	·				
1.	Have you studied or practiced art in the past? 1. Yes 2. No				
2.	. <u>If yes</u> , how long have you studied and/or practiced art? (number of years)				
3.	If yes, which art form have you studied? (Circle all that apply)				
	1. Music 3. Theater or Improv 5. Writing/Poetry				
	2. Painting/drawing 4. Ceramics 6. Other				
4.	Why did you enroll in this art program? (Circle all that apply)				
	1. Want to learn new skills 4. I like to be creative				
	2. A good way to pass time 5. Curious				
	3. Helps me to be less depressed 6. Something to share with my family				
	7. Other				
5.	Have you taken classes in other education or vocation programs?				
	1. Yes, currently 2. Yes, in the past 3. No				
6.	If yes, have you enrolled in:				
	1. Vocational classes 3. College courses				
	2. High School or GED courses 4. Other				
7.	In the past, have you thought of yourself as an artist? 1. Yes 2. No 3. Not sure				
8.	Did you enjoy the course you just completed?				
	1. Very much 2. Somewhat 3. No, not very much				
9.	What, if anything, did you learn from the course you just completed? (Circle all that apply)				
	1. How to be more creative				

2. New skills related to my art practice

3. How to better work with others

- 4. Greater self-confidence
- 5. A change in attitude toward myself or others
- 6. Discovered that I'm more talented than I had thought
- 7. A feeling of accomplishment
- 8. Importance of completing what I start
- 10. Would you like to take additional art classes? 1. Yes 2. No 3. Not sure
- 11. If yes, would you like to take classes in:
  - 1. Music
- 3. Sculpture
- 5. Ceramics

- 2. Painting/drawing
- 4. Writing/poetry
- 6. Other\_\_\_\_

The following statements are designed to measure how you see yourself. Remember, it is not a test, so there is no right or wrong answers. Answer the statements as you feel now, even if you have felt differently at some other time in your life.

<u>Please circle the number that most represents your feelings</u>, with 1 = Strongly Agree; 2 = Agree; 3 = Disagree; 4 = Strongly Disagree.

	Strongly Agree	Agree	Disagree	Strongly Disagree
12. I plan and use my time efficiently	1	2	3	4
13. When working on a project, I do my best				
to get the details right	1	2	3	4
14. I change my thinking or opinions easily if				
there is a better idea	1	2	3	4
15. I can stay calm in stressful situations	1	2	3	4
16. I like to be busy and actively involved in things	1	2	3	4
17. I know I have the ability to do anything I want to do	1	2	3	4
18. I do not waste time	1	2	3	4
19. I try to get the best results when I do things	1	2	3	4
20. I am open to new ideas	1	2	3	4
21. I am a good leader when a task needs to be done	1	2	3	4
22. I stay calm and overcome anxiety in new or changing				
Situations	1	2	3	4
23. I like to be active and energetic	1	2	3	4

	Strongly Agree	Agree	Disagree	Strongly Disagree
24. When I apply myself to something I am confident I				
will succeed	1	2	3	4
25. I manage the way I use my time well	1	2	3	4
26. I communicate well with people	1	2	3	4
27. I try to do the best that I possibly can	1	2	3	4
28. I am adaptable and flexible in my thinking	1	2	3	4
29. As a leader I motivate other people well				
when tasks need to be done	1	2	3	4
30. I stay calm when things go wrong	1	2	3	4
31. I like to be an active, 'get into it" person	1	2	3	4
32. I believe I can do it	1	2	3	4
33. I feel that I am a very competent person	1	2	3	4
34. I don't feel like I'm very creative	1	2	3	4
35. I feel comfortable around people	1	2	3	4
36. I like working with others	1	2	3	4
37. Art helps me express myself	1	2	3	4
38. This program helped me to explore my creativity	1	2	3	4
39. Art helped me improve my concentration	1	2	3	4
40. Art helps me and my family share our thoughts				
and feelings with each other	1	2	3	4
41. Art is a way for me to connect with other inmates	1	2	3	4
42. Art is a way for me to give to my community	1	2	3	4
43. This program had a positive effect on me	1	2	3	4
43. This program gives me hope for a better future	1	2	3	4

Thank you!

# Sample AIC Monthly Attendance Sheet

### Provided by William James Association

#### Arts in Corrections - Monthly Attendance Sheet - FY 2017-18 Arts Provider(s): Contract(s): \_ Workshop: Workshop Title: Facility: Workshop Location: Day of Week: Start Time: # Hours: Any Changes? Please Describe in the Notes Box Below Month Covered by this Attendance Sheet: Page of **Inmates** Sessions \*Last Name & CDCR ID # Required <-Date Date-> \*CDCR ID # \*Last Name First Name Housing Drop? Mark if Present - Blank if Not Present 12 14 15 16 18 21 22 23 25 Totals: Notes:

Please use reverse side for further notes and workshop journal. Use a second sheet if more than 25 inmates attend this workshop. Thanks!

# Sample Teaching Artist - Invoicing

# Provided by William James Association

<b>Email Invoi</b>	ces to:					
Or						
Mail to:						
{Organiz	ation}					
{Address}	-					
{City, State,	Zip}					
Date						
Contract #						
Facility: _			Attendance submitted:			
Name:						
Address:						
Phone:		Email:				
Class Title:_						
Date	Hour/Type (e.g. Instruction, Prep, CDCR or AIC Training)	Times	Times	# of Hours	x Rate	= Total
		-	-			
		-	-			
		-	-			
		-	-			
		-	-			
		-	-			
	1	I	Watal Harris		Takal	

Mileage: see your contract as to whether mileage is budgeted		Date	Miles	x Rate	= Total	
				.58		
				.58		
				.58		
				.58		
				.58		
				Total		

Supplies Reimbursement: Attach original receipts

Date	Vendor	Amount	
	GRAND TOTAL THIS INVOICE		
	eceived before or on the <u>5</u> ± of the month (along with A or on the business day following the 12th if the 12th	=	
Artist Signat	ure	Date	

## Sample Teaching Artist Orientation Checklist

#### See William James Association Artist Orientation page for details

Initial Orientation-General Topics

- Professionalism: keep focus on the art
- Communication: maintain open and clear communication, report incidents immediately
- Access: call before you drive to the prison, renew your ID ahead of time
- Relationships with Staff: respect the responsibilities of custody staff, communicate openly and let them know you are present.
- Personal Space: protect your physical, emotional space and personal information
- Overfamiliarity: avoid even the appearance of overfamiliarity and favoritism
- Personal Safety and Security: bring your ID & whistle, secure your keys & carry alarm
- Emergency Response: Respond promptly to alarms, identify yourself to staff and stay out of the way
- Appropriate Dress: dress professionally and conservatively, know what colors NOT to wear
- Program Interruptions: Realize that safety and security is the top prison priority and programs may be interrupted at any time.
- Discipline: Have clear expectations and enforce them consistently. Communicate with CRM or site staff about problem students.
- Control of Supplies and Equipment: Understand procedures for bringing, securing and inventorying supplies and equipment
- Being Prepared: be on-time, well-prepared and ready to adapt to changing circumstances
- Documenting Student Behavior- good and bad, issue laudatory chronos and completion certificates. Report rule violations to your on-site supervisor (CRM).
- Title 15 may be referred to for all CDCR Rules and Regulations. Remember that the participants know the rules better than you and may test you. If you feel uncomfortable about any request or situation, let them know you will check the Title 15 and get back to them.

• Prison Dynamics: Know that the social structure in prison is unlike any other. It is a paramilitary system with a subordinate group of residents. Understand that the staff is doing their job and the inmates may try to take advantage of you lack of experience and goodwill.

I have familiarized myself with the Artist Orientation and understand my role and responsibilities in association with teaching for the William James Association in the Arts in Corrections program.

Signature		
Name	Date	

# Sample AIC Artists Checklist

## Provided by William James Association

### **Preparing to Work in Prison**

Before you begin working in an institution, all of the tasks below should be completed.
Complete Live Scan (fingerprinting).
Complete TB Test. Send copy to WJA, with receipt for reimbursement.
Obtain ID Card.
Complete New Employee Orientation (up to 40 hours) at institution.
Complete Arts in Corrections Artist Orientation (1 to 2 hours, online or in person)Obtain copy of clearance memo.
Obtain approved inventory of materials and supplies.
Ascertain that your chits have been made (if needed).
Obtain email and telephone number of your contact person at the institution (could be Watch Office, Control, Programs Office or Community Resource Manager).
Find out who will issue ducats for your students to attend class.
Know the class location and hours.
Learn what custody coverage you will have in your workshop.
Going In
Remember to bring into the institution your identification, approved instructional materials and your car keys. Leave everything else in your locked vehicle. In some institutions, you will be escorted by an officer to your classroom or programming space.
Ascertain that the institution is open for programs (not on lockdown, fog recall, etc.) by calling your institutional contact ahead of time.
Wear appropriate clothing.
Carry your photo ID.

Bring your clearance memo and approved inventory list.
Bring your chits (with your name on them, to exchange for keys).
Bring your whistle.
Check out your Personal Alarm Device (PAD).
Bring your attendance sheets and Pre-Surveys.
Bring in only approved materials and supplies.
Working Inside
Realize that you are on a learning curve, especially your first months. Ask questions of prison staff, as well as your mentor or site coordinator.
Recruit students. Talk with prison staff about the best way to advertise your workshop (flyers, demo workshops, etc.).
At the beginning of your residency, administer a Pre-Survey and send to WJAAscertain whether there is a (lockable) place for you to keep supplies. Otherwise, you must bring them in and out for each workshop.
Get to know the officer(s) assigned to your area. Communicate with them about any questions you have, especially those pertaining to safety and security.
When in doubt, say "I'll get back to you on that" to inmate requests you are unsure of.
Before You Leave
Make an effort to thank all staff who helped make your workshop a success. Encourage students to continue their art-making.
At the end of your residency, administer a Post-Survey and send to WJA.
With approval of prison administration, and help from your mentor or site coordinator, document your students' work (audio, video or still photos).
Create the culminating event. It could be a chapbook, performance or art show. Work with prison staff and your mentor or site coordinator on creating an event that will work for your institution.

#### **FAQs**

What if I'm sick or have an emergency and can't teach? Notify WJA and the contact person at your institution right away.

What do I do with all this stuff—chits, whistles, PADS? Many artists find it useful to wear a belt. The PAD has a loop, for wearing on a belt. You can also attach a lanyard to the belt, and use it for keys and chits. Some people also buy an ID card holder that attaches to their belt.

*Can't I just wear my whistle around my neck?* No. Don't wear anything—including necklaces—around your neck.

Will I get reimbursed for training? Yes, at \$30 per hour.

**Do I get mileage reimbursement?** If you are driving more than 60 miles one-way to the prison, you will be reimbursed for mileage at .56 per mile.

*Is class prep time paid?* No.

*When do I get paid?* Invoices received by the 5th are paid on the 10th, those received by the 20th are paid on the 25th or on the business day following these dates if they fall on holidays or weekends.

# Final Reporting to California Lawyers for the Arts

Agency/ Organization Name:
Date Project Began:
Date Project Ended:
Project summary:
Highlights to share:
Comments from the correctional officers:
Please provide the following information:
Name of teaching artists
Name of correctional Facility
Number of classes taught during program
Number of participants that started program
Number of participants that completed program
Number of pre-evaluations collected
Number of post-evaluations collected

#### Other Resources

California Lawyers for the Arts

https://www.calawyersforthearts.org/arts-in-corrections.html

**Arts in Corrections Toolkit for Teaching Artists** 

https://www.youtube.com/user/CALawyersfortheArts

William James Association

http://williamjamesassociation.org/prison\_arts/

California Arts in Corrections - California Arts Council

https://www.artsincorrections.org/impact

**Justice Arts Coalition** 

https://thejusticeartscoalition.org/about/

Prison Arts Resource Project

https://scancorrectionalarts.org

Peter Merts, Photographer

https://petermerts.com/galleries/30 prison-art/

#### Articles

Common Sense and Common Ground by William Cleveland

http://wayback.archive-it.org/2077/20100906204056/http://www.communityarts.net/readingroom/archivefiles/2001/09/common sense an.php

A Journey of Discouragement and Hope: An Introduction to Arts and Corrections by Grady Hillman

http://wayback.archive-it.org/2077/20100906195256/http://www.communityarts.net/readingroom/archivefiles/2001/12/a\_journey\_of\_di.php

Creating Behind the Razor Wire: An Overview of Arts in Corrections in the U.S.

http://wayback.archive-it.org/2077/20100906203717/http://www.communityarts.net/readingroom/archivefiles/2007/01/creating\_behind.php