



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

Dr. William S. Carver, II
Interim President

September 28, 2020

MEMORANDUM

TO: Chief Academic Officers
Senior Continuing Education Administrators
College & Career Readiness Directors

FROM: Kimberly Gold, Senior Vice President/Chief Academic Officer

RE: **Fall 2020 – Corrections Education Program Guidance**

There have been numerous questions on how best to operate Corrections Education Programs given the limitations on in-person instruction within correctional facilities and the ongoing State of Emergency declared by Governor Roy Cooper's [Executive Order 116](#) and extended most recently by [Executive Order 163](#). This memo serves as guidance to colleges on the operation, documentation, and reporting of instruction to captive or co-opted groups ([1D SBCCC 700.98](#)) impacted by the novel coronavirus pandemic during the Fall 2020 term.

Relevant State Board for Community Colleges Code and Policy

In light of ongoing challenges, colleges are reminded of the FTE Reporting Categories/Criteria provisions outlined in [1G SBCCC 200.1](#) "General Provisions," [1G SBCCC 200.93](#) "Reporting of Student Hours in Membership for Curriculum Classes," and [1G SBCCC 200.94](#) "Reporting of Student Hour In Membership for Continuing Education Classes." Specifically, colleges should refamiliarize themselves with the subsections listed below.

- [1G SBCCC 200.1\(c\)](#) "Making Up Instructional Hours Due to Adverse Weather or Other Emergency Events"
- [1G SBCCC 200.93\(e\)](#) "Classes Identified as Curriculum Non Traditional Delivery"
- [1G SBCCC 200.94\(d\)](#) "Course Section Identified as Independently Scheduled"

While community colleges pride themselves in the high-quality delivery of hands-on and face-to-face instruction, the current realities may prevent this from being an available instructional modality or significantly limit its practice. Relevant to curriculum offerings, the provisions of [1G SBCCC 200.1\(c\)](#) provide that when students miss class time for adverse weather or other emergency events, including unexpected interruptions caused by the current pandemic, colleges may make up missed classroom work through the implementation and documentation of alternative assignments. These makeup assignments must be based on the college's local policies. Colleges are responsible for ensuring that alternative assignments deliver educationally sound instruction, achieve learning outcomes, and provide instructional feedback. The location of the course should not alter the learning outcomes of the courses. Alternative assignments should ensure that course learning outcomes are met regardless of location or the modality of course delivery.

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Academic Programs

Colleges with Curriculum offerings are encouraged to utilize long-term solutions due to the ongoing nature of the pandemic. While the pandemic meets the definition of an emergency event, the ongoing nature of this event means colleges should identify instructional methodologies that are less reliant on short-term solutions such as makeup assignments. [1G SBCCC 200.93](#) "Classes Identified as Curriculum Non Traditional Delivery," provides one possible solution. However, colleges should be mindful that courses offered using this approach require the use of media-based instruction.

Workforce Continuing Education

Colleges with Workforce Continuing Education offerings should reference the options provided under [1G SBCCC 200.94\(d\)](#), which provides for state-level enrollment and reporting policies, including census calculations for offerings without definitive begin and end time and delivered asynchronously. Colleges are again responsible for locally determining how instruction and assignments are educationally sound in delivery, how students meet the stated learning outcomes, and how best to assess students learning as well as the providing of instructional feedback.

College and Career Readiness

College and Career Readiness (CCR) programs should follow the Alternative Learning Packet policy as outlined in the [2020-2021 NC College & Career Readiness Assessment Manual](#). The NCCC System CCR Unit must approve all CCR Alternative Learning Packets prior to utilization. The Alternative Learning Packet Approval Request Form, along with an FAQ, can be found in the 2020-2021 NC CCR Assessment Manual as well as on the NCCC System CCR website.

Need for Local Planning

Due to the complexities caused by the chronic nature of the pandemic, colleges should work closely with their correctional facility partners to develop a local working plan for restarting the delivery of educational programs. This locally defined plan should include details or processes on how:

- partners will ensure a safe working and learning environment as required by the [Occupational Safety and Health Act of North Carolina](#) and specifically, [NCGS § 95-129](#) and [NCGS § 95-130](#), which provide for the rights and duties of employers and employees,
- partners will collaborate to determine the most appropriate instructional modality for each offering,
- instructional outlines and timelines will be modified to achieve the learning objectives and outcomes,
- instructional materials and/or media will be delivered to students and subsequently retrieved by faculty,
- faculty will be able to provide feedback and instructional supports to students,
- partners will ensure student identity is verified,
- entry into the course for reporting purposes will be achieved and documented following the previously mentioned SBCCC references.

For clarity and documentation purposes, colleges are encouraged to consider entering a Supplemental Planning Agreement (SPA) with their local correctional facility partners to ensure items listed above are addressed. For documentation purposes, colleges are encouraged to include a copy of this memorandum within their course files for affected sections and to consider a memorandum to the file documenting the decision made to on above items that pertain to that course section. A sample SPA template is provided as an attachment.

Programs and Student Services Division staff will continue to engage colleges and out NCDPS partners throughout the fall term to determine if further guidance is needed due to changing conditions. Any questions regarding appropriate documentation required for a specific class should be directed to the college's designated compliance officer. System Office contacts listed below are also available to assist with policy or procedural questions.

- Karen Tikkanen, Director of Workforce & Continuing Education – Training & Standards
 - tikkanenk@nccommunitycolleges.edu
- Tammie Hill, Director, Compliance Services
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- Gilda Rubio-Festa, Associate Vice President of College & Career Readiness
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- Daniel Loges, Director of Professional Development & Distance Education, CCR
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Tammie Hill, Director, Compliance Services
Sofia Feaster-Lawrence, NCDPS
NCDPS Educational Coordinators

SUPPLEMENTAL PLANNING AGREEMENT

BETWEEN

NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY - DIVISION OF ADULT CORRECTIONS

(Correctional Institution)

AND

(Educational Institution)

THIS SUPPLEMENTAL PLANNING AGREEMENT ("SPA"), is made and entered into as of the last date set forth below, by and between The North Carolina Department of Public Safety Division of Adult Corrections' (INSERT CORRECTIONAL INSTITUTION NAME AND ADDRESS) hereinafter referred to as ("NCDPS"), and (INSERT EDUCATIONAL INSTITUTION NAME AND ADDRESS), hereinafter referred to as ("College"). NCDPS and College may also be collectively referred to as the "Parties" or individually as the "Party."

Mission:

The Partnership on which the Parties are intending on to collaborate has the following intended mission in mind:

Given the limitations on in-person instruction within correctional facilities and the ongoing State of Emergency declared by Governor Roy Cooper's [Executive Order 116](#) and extended most recently by [Executive Order 163](#). This SPA serves as an agreement between the facility and the College on the operation, documentation, and reporting of instruction to captive or co-opted groups ([1D SBCCC 700.98](#)) impacted by the novel coronavirus pandemic during the Fall 2020 term.

WHEREAS, NCDPS prisons facilities wish to provide educational opportunities for eligible offenders now and in the future; and

WHEREAS, the College has the capacity to provide education services of the type contemplated by this SPA; and

WHEREAS, NCDPS desires the services of the College to provide educational instruction to eligible offenders in its prison facilities.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

- 1) **Term.** The goal is to return to the high-quality delivery of hands-on-face-to-face instruction; the current realities may prevent this from being an available instructional modality or significantly limit its practice. Therefore, the term of this SPA is for the fall term only, ENDING December 31, 2020. If conditions are such that it must be continued, an extension of this SPA or a revised SPA, agreed to by both parties, will be necessary.

- 2) **Need for local planning.** Due to the complexities caused by the chronic nature of the pandemic, colleges should work closely with their correctional facility partners to develop a local working plan for restarting the delivery of educational programs. This locally defined plan should include details or processes on how:
- partners will ensure a safe working and learning environment as required by the [Occupational Safety and Health Act of North Carolina](#) and specifically, [NCGS § 95-129](#) and [NCGS § 95-130](#), which provide for the rights and duties of employers and employees.
 - partners will collaborate to determine the most appropriate instructional modality for each offering
 - instructional outlines and timelines will be modified to achieve the learning objectives and outcomes,
 - instructional materials and/or media will be delivered to students and subsequently retrieved by faculty,
 - faculty will be able to provide feedback and instructional supports to students,
 - partners will ensure student identity is verified,
 - entry into the course for reporting purposes will be achieved and documented in accordance with all relevant State Board for Community Colleges Code, Numbered Memoranda, and System Office guidance.

3) **Responsibilities of College.**

(INSERT terms of Agreement under each section- Replace the sample items below with your local items and remove these items at completion.)

- Safety. What are the expectations for the safe protocol as the modality changes? What PPE is going to be used. Who is going to provide it? Cleaning expectations.*
- Determining the instructional modality and conditions needed to move to another for each offering. For example, if you are going to start with alternative learning materials, what conditions would have to occur to move to the next phase, such as face-to-face with social distancing.*
- Modified Instructional outlines and timelines to achieve the learning objective and outcomes*
- College and Career Readiness programs must have gotten their CCR Alternative Learning Packets approved by the NCCC System CCR Unit.*
- The instructional and/or media that will be delivered to students and retrieved by faculty and the timing of that process.*
- What will be the feedback and instructional supports to students from the College?*

4) **Responsibilities of NCDPS.** NCDPS shall be responsible for the following:

(INSERT terms of Agreement under each section- Replace the sample items below with your local items and remove these items at completion.)

- Safety. What are the expectations for the safe protocol as the modality changes? What PPE is going to be used. Who is going to provide it? Cleaning expectations.*
- Instructions Modality and conditions needed to move to another for each offering. For example, if you are going to start with alternative learning materials what conditions would have to occur to move to the next phase such as face to face with social distancing*
- The process for distributing alternative learning materials or preparing the meeting room and/or students as the instructional modality changes.*
- Is the feedback loop to the student involving facility personnel, and what are the expectations?*

- e. *How is student identity going to be verified if a college instructor is not on-site?*
- f. *How are students going to be enrolled if a college instructor is not on-site?*
- g. *How is testing going to be handled if a college instructor is not on-site?*

- 5) **Amendment and Modification.** This SPA may be amended by mutual consent of the Parties. Any such amendments shall be incorporated in written amendments hereto and signed by the Parties.
- 6) **Liability.** NCDPS and College shall each be responsible for the conduct of their respective officers and employees arising out of the performance of this Agreement, to the extent permitted by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Insurance Policy administered through the North Carolina Department of Insurance, and to the extent that such liability for any damages is caused or by or results from the negligent acts of the respective party, its officers, or employees. No provision of this SPA shall be construed as constituting a waiver of either party's sovereign or governmental immunity under any applicable law.
- 7) **Entire Agreement.** This SPA, including all appendices and attachments and any documents incorporated specifically by reference, represents the entire Agreement between the parties and supersedes all prior oral or written statements and agreements.
- 8) **PREA.** NCDPS is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another inmate or by staff, volunteer, vendor, contractor, or agent. Staff, volunteers, vendors, contractors, or agents are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with inmates or juveniles must be professional at all times. Any sexual act between an inmate or juvenile and staff, volunteer, vendor, contractor, or agent violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina and federal law, neither an inmate nor a juvenile can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or agents. Any such activity is considered to be against the will of the inmate or juvenile in the eyes of the law-without respect to what the inmate or juvenile might say. Additionally, it is a crime to sell or give any inmate or juvenile a cell phone; any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician; to convey to or take from an inmate or juvenile any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with an inmate or juvenile for clothing or stolen goods or to sell an inmate or juvenile any article forbidden by rules or NCDPS policies.