

LRCFT/LRCCD Prison Education Program

Memorandum of Understanding

Summer 2024

Background

The original Prison Education Program MOU was signed in 2021 with a sunset date of June 30, 2023. Since then, it has been extended, and the current extension expired on June 30, 2024. Both parties have an interest in extending the MOU to continue to support prison education. The goal of this MOU is to continue to provide clarity around workload, preference, performance review, safety, and other related issues.

The Federation and the District acknowledge that if work in youth detention facilities expands, we will need to work to align the language in the CCAP agreements, the LRCFT/ LRCCD Collective Bargaining Agreement, and the PREP MOU.

Agreements

1. Faculty volunteering to teach in the Prison Education Program (PREP) are employees of the Los Rios Community College District and subject to all provisions of the LRCFT/LRCCD Collective Bargaining Agreement (CBA).
2. Instructional Faculty Assignment
 - a. Assignments in the Prison Education Program are voluntary and shall be mutually agreed upon by the Discipline Dean, PREP Administrator, and the faculty member.
 - b. Tenured faculty shall normally be limited to 0.6 FTE in the Prison Education Program but may be scheduled for up to 0.8 FTE by mutual agreement of the faculty, the Discipline Dean and the PREP Administrator due to program demands.
 - c. Tenure-track faculty in the first or second year shall be limited to 0.4 FTE in the Prison Education Program or two courses in their subject area.
 - d. Tenure-track faculty in their third or fourth year shall be limited to 0.6 FTE.
 - e. Adjunct Faculty may be assigned up to 0.67 in the Prison Education Program.
3. Administrator and Faculty Professional Responsibilities
 - a. A faculty member's initial and continuing assignment to the prison education program is contingent upon the following:
 - i. Obtaining and maintaining clearance at the facility.

1. Faculty shall be compensated for the time required to apply for and receive clearance, including form completion, Livescan, tuberculosis inoculation, photographs, collection of ID, etc., up to a maximum of four (4) hours.
 2. The PREP Administrator shall ensure that the Los Rios portion of the clearance renewal process is completed in a timely manner in an effort to maintain faculty's continuous access to the facilities.
- ii. Completion of facility mandated training facilitated by Los Rios: up to four (4) hours of non-load attributable compensated training. Full and part-time faculty will be compensated for this mandatory training via a non-load attributable ESA.
 1. LRCFT shall be provided with an opportunity to make a presentation to faculty during these training sessions. The PREP Administrator shall coordinate with CDCR regarding the schedule for these sessions and shall convey the details to LRCFT as soon as possible. Subject to scheduling considerations and availability of personnel, LRCFT may make its presentation in person, or may provide a video or online presentation that shall be made available to faculty.
- iii. Completion of an additional four (4) hours of initial professional development training, with at least two (2) hours occurring before the commencement of their first assignment, and the balance occurring by the end of the second week of the first assignment. Every effort shall be made to ensure that faculty complete all four hours before the start of the assignment. Initial training is designed to help faculty understand how to best serve students in the facilities they are assigned.
 1. District shall explore and pursue the creation of a Foundations of PREP course, in consultation with faculty, with the intention of making such a course a compensated requirement for all faculty wishing to teach in PREP.
- iv. Completion of at least four (4) hours of participation in a PREP Community of Practice during the first two (2) semesters of a faculty member's assignment to the Prison Education Program.
- v. Compensation for work completed under parts (iii) and (iv), above.
 1. Part-time faculty will be compensated for professional development training and Community of Practice work through the Adjunct Faculty College Service and Professional Development Program Workshop Attendance category. This compensation shall be paid by ESA. These hours are not load attributable, but they do count toward

the maximum number of hours allowed under the Program and identified on the Program form.

2. Full-time faculty may use the hours to fulfill college service. The hours may also be used to fulfill flex obligations, if approved by the Academic Senate.
- vi. Faculty who move to a new facility and have not taught previously in that facility will have an opportunity to be trained about that new facility as specified in 3(a)(ii), above, to help them understand how to best serve the students in this new facility
- vii. Wearing their personal alarms while inside of the correctional facility where they are assigned.

b. District Responsibilities

- i. The Prep Administrator shall follow the collective bargaining agreement, specifically Article 4 and the mutually agreed upon shared Program Chair duties from Article 2 when developing the schedule in support of student needs. See 7(a)(vi), below, for Program Chair duties.
- ii. District is responsible for coordinating with the facility, where necessary, to schedule the 4 hours of mandatory training described in 3(a)(iii), above, and for providing timely notification to PREP faculty about the details of this training.
- iii. The District shall encourage faculty members to request copies of documents they sign and will incorporate this reminder in an email prior to their training. When a faculty member requests a copy of a document they have signed, and it is not provided by the facility, the District will request copies from the facility.
- iv. The District shall ask the facility to provide faculty with copies of the specific rules for the site of assignment before the start of classes each semester.
- v. The District shall distribute a calendar with all mandatory dates for training, and preparation of ESA paperwork one month prior to the start of each semester.
- vi. The District shall ensure that all mandatory training occurs within the timelines laid out in 3(a), above.
- vii. The PREP Administrator shall work closely with the Program Chair to determine the professional development schedule for new PREP

instructors. The Program Chair shall be the liaison between the PREP Administrator, PREP faculty, and other stakeholders within Los Rios.

- viii. The District shall maintain an accurate and up to date roster of all individuals who have completed training and professional development at each facility.
- ix. The District shall request that the facility makes the District aware of any policy changes that may impact PREP faculty as soon as possible. If there are changes to policies at any facility that the District is made aware of, the District is responsible for notifying the LRCFT and scheduling an additional paid training for all faculty teaching in that facility.

4. Preference

- a. Preference is earned in the faculty member's discipline(s).
- b. Earning preference follows the process outlined in 4.10.6 of the LRCFT/LRCCD CBA.
- c. Adjunct faculty members will not lose preference at the college and in the discipline where the service was rendered for accepting an assignment with the Prison Education Program.
- d. Adjunct faculty will not lose preference or have their preference load reduced for refusing an assignment in the Prison Education Program.
- e. If a faculty member is offered but refuses a Prison Education assignment, that offer does not fulfill the preference requirement. The faculty member must still be considered for a non-Prison Education assignment following the preference process outlined in 4.10.6.

5. Compensation

- a. The compensation rate for obtaining clearance and for Prison education orientation/training described in 3(a)(i), 3(a)(ii) and 3(a)(vi), above, will be B2/B3 Class II, Step 1.
- b. Faculty shall be compensated for any mandatory training provided by the prisons.
- c. Part-time faculty shall be compensated for required professional development and Community of Practice work described in 3(a)(iii) and 3(a)(iv), above, subject to the Adjunct Faculty College Service and Professional Development Program parameters.
 - i. Part-time faculty shall be paid through the Adjunct Faculty College Service and Professional Development Program under the Workshop category. This

work shall be paid at class and step. It is not load attributable, but does count toward the Program limit on participation.

1. If grant funding is available to help support the cost of this training, efforts will be made to access that funding. In cases where grant funding is utilized, part-time participation shall not count toward the limit on hours prescribed by the Adjunct Faculty College Service and Professional Development Program.
- d. Faculty shall be reimbursed for roundtrip travel between their college of assignment and the site of assignment.
 - i. Faculty must complete the mileage reimbursement request to receive payment.
 - ii. The completed mileage reimbursement request shall be submitted to the appropriate PREP administrator.
 - iii. Mileage reimbursement requests may be submitted at regular intervals or left until the end of the semester, at faculty discretion. All submissions shall be processed in a timely manner, with checks issued as part of the District's next scheduled check run. Faculty should generally receive reimbursement checks within two to three weeks of submission.
 - e. Faculty shall receive a non-load attributable payment at the end of the semester to compensate them for additional time spent entering/exiting a facility twice a week.
 - i. The compensation for teaching in the facilities shall be sixteen (16) hours for faculty who enter the facility twice per week and eight (8) hours for faculty who enter the facility once per week to teach classes. Compensation shall be at the B2/B3, Class II, Step 1 rate.
 1. Faculty who teach at Mule Creek State Prison, and who teach two classes on a given day of the week with a thirty (30) minute transition time, shall be compensated for the additional time spent between classes. The compensation shall be eight (8) hours when this occurs on one day per week, and sixteen (16) hours when it occurs on two days per week.
 - ii. If facility schedules are changed to increase or decrease the amount of time between classes, levels of compensation shall be adjusted as appropriate following consultation and between the District and LRCFT.
 - f. All PREP-related compensation for obtaining clearance as described in 3(a)(i), above, for mandatory training described in 3(a)(ii) and 3(a)(vi), above, and for additional time spent entering/exiting the prison facilities, described in 5(e)(i),

above, shall be paid in the January and June paychecks, except in cases where faculty fail to complete the relevant paperwork on time.

- g. For part-time faculty, all compensation for PREP work completed under the Adjunct Faculty College Service and Professional Development Program (AFCSPDP), described in 3(a)(iii) and 3(a)(iv), above, shall be paid in accordance with the timelines established on the AFCSPDP form. Faculty are responsible for including their PREP-related work on the form.

6. Safety

- a. Consistent with Article 21.1, faculty shall suspend activities in the case of a clear and present dangerous condition that prevents them from carrying out their responsibilities. In the event that faculty suspend activities out of concerns regarding safety, the following procedures shall apply:
 - i. Faculty shall immediately notify the appropriate PREP Administrator, and shall outline the factual circumstances and explain the reasoning behind their safety concerns.
 - ii. The PREP Administrator shall address the reported issue prior to the start of the next class period. When necessary, the PREP Administrator shall consult with appropriate facility staff, explaining the safety concerns of the faculty and ascertaining whether the concern can be remedied with the assistance of the facility.
 - iii. In cases where the PREP Administrator, in consultation with the facility or otherwise, arrives at a resolution that they believe properly addresses and alleviates the faculty's safety concern, the PREP Administrator shall inform the faculty member of the proposed resolution. If the faculty member accepts the proposed resolution, they shall return to normal activities at the next regularly scheduled opportunity.
 - iv. If the faculty member disagrees with the proposed resolution, they may appeal the PREP Administrator's decision to the Associate Vice Chancellor of Instruction (AVCI) or their designee. Upon receiving the appeal, the AVCI or designee shall inform the LRCFT by notifying the LRCFT Steering Committee members.
 - v. As soon as possible, a meeting shall be held that includes the faculty member, the PREP Administrator, the AVCI or designee, and a representative from LRCFT. The meeting shall provide the PREP Administrator and the faculty member an opportunity to explain their differences over the safety issue, and LRCFT shall be given an opportunity to make suggestions and propose resolutions.

- vi. After the meeting, AVCI or designee, shall consider all relevant information and shall make a decision regarding the safety concern. This decision shall be final.
 - vii. If the faculty member and/or the LRCFT believe that the AVCI or designee's decision constitutes a violation of the contract or of this MOU, or of state or federal law, they retain the right to pursue appropriate remedies through the grievance procedure or the legal process.
 - viii. Faculty shall be held harmless for any time that their regular PREP activities are suspended during the above process, until the AVCI or designee, reaches a final decision in (vi), above.
 - ix. Faculty will still be paid if they are at the facility but cannot complete their instruction assignment due to safety precautions that have been implemented.
- b. When site specific safety and security issues arise that do not require the immediate suspension of activities as described in 6(a), above, the faculty member shall report such issues to the PREP Administrator directly. If the administrator is not on-site the faculty member will email the Administrator. The Administrator is responsible for providing faculty members with an update and guidance and resolution prior to the next class period.
- i. If the faculty member believes that the resolution proposed does not address the safety concerns, they may appeal the decision of the PREP Administrator to the AVCI or designee, as provided in 6(a)(iv), above. The subsequent steps of 6(a) shall then be followed.

7. Instructional Supports

- a. There shall be a Program Chair for PREP.
 - i. The creation of a Program Chair for PREP is the product of the unique nature of the program, and does not constitute contractual precedent for Program Chairs in general in Los Rios.
 - 1. The Program Chair is a pilot for the 2024-2025 academic year. The pilot will expire on June 30, 2025. The parties will assess the Program Chair position and will meet in Spring or Summer 2025 to negotiate whether to retain and/or modify the position for the remainder of the MOU.
 - ii. Qualified candidates for Program Chair shall be:

1. tenured faculty with at least two (2) semesters of experience in a prison education environment, or
 2. tenure-track faculty with at least four (4) semesters of experience in a prison education environment, or
- iii. The Program Chair shall serve for a period of one (1) academic year.
 1. The first election held under this MOU shall be conducted as soon as practicable after the document is signed. Thereafter, if the Program Chair position is continued, elections shall be held in the Spring semester for the subsequent academic year.
- iv. The Program Chair shall be elected by tenured, tenure-track, and adjunct PREP faculty. The PREP Administrator shall be responsible for conducting Program Chair elections.
 1. Qualified candidates shall be placed on the ballot at their request or upon nomination by another PREP faculty, with the concurrence of the nominee. If there is only one candidate, no election shall be held and that candidate shall be appointed as Program Chair, provided they meet the requirements for the position.
 2. Eligible voters shall include all faculty who received a PREP assignment during the prior Fall or current Spring semester of the academic year in which the election takes place.
 3. Voting shall be by secret ballot, distributed to all eligible voters by the PREP Administrator at least three (3) working days before the voting deadline. At least two (2) faculty members should be present to tally ballots and verify results.
 4. The candidate receiving the highest number of votes cast shall be elected.
- v. The Program Chair must volunteer to teach at least one (1) course in facility each semester. Specific course assignments shall be determined by the PREP Administrator based on program needs.
- vi. The primary role of the Program Chair is that of a liaison between the PREP faculty members and the PREP Administrator. Directly responsible to the PREP Administrator(s), the Program Chair advises and assists in performing program-related duties. The Program Chair gains consensus and facilitates communication, coordination, and cooperation among faculty within PREP. The Program Chair effectively communicates faculty issues and concerns to the PREP Administrator(s).

The Program Chair also serves as a liaison between the program members and the PREP Administrator(s) and represents the PREP faculty to the college community. The Program Chair engages in multiple tasks that are normally beyond the responsibilities of a regular faculty member. The duties of a Program Chair are determined by mutual agreement between the chair and the PREP Administrator(s), in accordance with Article 2.2.4.2, and may include but are not limited to the typical duties listed below:

1. Providing leadership for all PREP faculty, and orienting faculty to the services and expectations of PREP.
 2. Serving as a liaison between the PREP faculty members and the PREP Administrator(s), including timely communication of faculty issues to the PREP Administrator(s).
 3. Advising and assisting in the preparation of faculty proposals or requests relating to PREP budgeting and resources.
 4. Deriving program agreement and communicating resulting recommendations with specified timelines to the administration.
 - a. The PREP administration shall notify the Program Chair of issues on which input is sought and allow a reasonable time for response. The PREP Administrator(s) should make every effort to anticipate these issues at the annual planning meeting.
- vii. Reassigned time compensation for the Program Chair shall initially be set at 0.2 FTE per semester. This amount shall be reviewed at the end of each academic year by the District and LRCFT.
1. Reassigned time for the Program Chair shall initially be funded from the LRCFT bucket. If the Program Chair position is made permanent, funding shall be reviewed by the District and the LRCFT.
- b. The District will have an administrator assigned for each facility.
- i. The PREP Administrator is responsible for being regularly present in each facility. The on-site schedule will be shared with faculty members.
 - ii. The PREP Administrator will address any ongoing issues that need to be resolved (e.g. missing books or materials) with CDCR.
 - iii. The PREP Administrator shall follow the procedures outlined in Section 6 Safety, above, when safety concerns are raised by faculty.

- iv. If there is a temporary absence or permanent change in the PREP Administrator responsible at the facility, the District is responsible for communicating this change immediately to all faculty at the facility.
- c. As indicated in Section 2053.1 of the Penal Code, the District will provide additional student supports, including but not limited to technical support, tutoring, counseling, and supplemental tutoring.
 - i. Faculty shall, through the Program chair, make the Administration aware of unmet needs in the Program. The District shall assess such needs, propose and implement solutions, and if necessary and appropriate, compensate faculty in cases where they perform tasks that are beyond their regular duties.

8. Academic Freedom

- a. As indicated in Section 2053.1 of the Penal Code, curriculum taught in CDCR facility is the purview of the Los Rios Community College District and its faculty.
- b. Faculty teaching in the PREP program are entitled to Academic Freedom as outlined in Article 17 of the CBA.
- c. Due to technological and program material constraints, faculty volunteering in the Prison Education Program understand there may be some limitations to their choice of methodology, textbook and course material options, and content in the classroom. Such limitations should reflect only the legal, technological, and security needs of the facility, and should not be based on the ideological or pedagogical preference of the facility educational employees.
 - i. District shall request that the facility make any limitations known to the District well before the start of the semester, and District shall communicate any limitations to faculty in writing as soon as possible after being notified by the facility..
- d. If the facility wishes to impose additional limitations during a semester, Los Rios will advise that facility concerns should be conveyed to Los Rios administrators by the facility Designee. See 14(a), below.
- e. Apart from the specific exceptions described in (c) above, authority over curriculum, including but not limited to syllabi, course materials, videos, pedagogy, and methodology, remains with the faculty. Any attempts to circumscribe or circumvent faculty authority in this area shall be subject to a review and assessment process that includes LRCCD, LRCFT,, and the faculty member/s affected. District will request that facility participate in this process.

9. Performance Evaluation

- a. Article 8 remains in effect for faculty assigned to the program.
- b. Faculty conducting performance evaluations of faculty assigned to the Prison Education Program:
 - i. Must receive clearance from the facility
 - ii. Must be trained so they clearly understand safety measures and rules of the facility (e.g. how to dress, what is and is not allowed, etc.). The District/PREP Admin shall maintain an accurate and up to date roster of all individuals who have completed training at each facility.
 - iii. Will be compensated for double the hours of a regular on-campus performance evaluation to account for safety measures, time entering and exiting facility, and time for the workstation review. Such compensation payment will be processed by the Area Dean.
 - iv. Reviewers will be reimbursed for the roundtrip mileage between their home college and the facility.
 - 1. Faculty must complete the mileage reimbursement request to receive payment. The completed mileage reimbursement request must be submitted to the appropriate PREP Administrator.

10. Professional Development

- a. Professional Development is a professional and academic matter. Professional Development for the PREP program will be developed with the Academic Senate PREP committee input.

11. Canvas

- a. CDCR uses the CANVAS Learning Management system and has disabled many features utilized on the Los Rios LMS.
- b. Faculty acknowledge that CDCR employees may have access to their CANVAS Shells.
- c. Consistent with the LRCFT/LRCCD CBA, LRCCD administrators and faculty members other than the instructor of record shall only have access to a course shell for the purposes of performance review or to address a concern. Faculty shall be notified of such access. Their time and date specific access to the course shall comply with the contractual agreements set forth in the CBA. Course shells shall not be altered or modified without prior notice to faculty, and there shall be an appeals process in cases where faculty believe that such modifications are unwarranted.

- d. Consistent with Article 28 of the CBA, all materials contained in the CANVAS shell are the intellectual property of the faculty member. LRCCD administration does not have the right to change, copy, download, or otherwise alter the instructor's canvas shell.
- e. District shall assert that the facility does not have a right to the faculty member's intellectual property. Faculty retain copyright to their syllabi, lectures, assignments and other faculty-created course materials, and neither the facility nor LRCCD administration have the right to use or distribute any faculty-created material without express permission from the faculty member.
- f. Article 17 of the CBA regarding Academic Freedom shall be followed.
- g. Article 8 of the CBA shall be followed for the performance review process.
 - i. Academic and pedagogical matters that are normally addressed through the performance review process shall not be subject to misconduct investigations unless the complaint or allegation rises to a level of severity that a misconduct investigation would also be initiated in similar circumstances outside of PREP.

12. Student Complaints and the Grievance Process

- a. The District will use the student grievance process as outlined in Article 27.4 and District Regulation R-2412. Consistent with existing policy, student grievances shall not result in discipline for the faculty member.
- b. Students will be provided with the relevant forms if they wish to file a complaint. The District shall adapt the current Grievance Form for use in PREP, and shall make appropriate adjustments to the procedures and timelines required by R-2412.
 - i. The Student Grievance Officer described in section 3.1 of R-2412 shall be the AVCI or designee.
 - ii. Timelines required by R-2412 for grievance submissions, responses, and hearings shall be adhered to where possible, but flexibility shall be allowed in order to account for circumstances in the facilities.
- c. The facility does not have standing in adjudicating student grievances.

13. Just Cause and Formal Complaints

- a. Consistent with Article 27 of the CBA, the District will create a transparent process for handling any facility complaints about PREP Faculty by October 1, 2024. This process shall ensure that LRCCD retains discretion over whether or not to initiate investigations of faculty in response to facility complaints. The standards and

criteria used to determine the necessity or otherwise of an investigation shall be the same standards as would apply to a similar situation at a Los Rios campus. Facility complaints about faculty performance or behavior shall enjoy no elevated level of deference in the investigatory or disciplinary process.

- b. Concerns, complaints, or allegations related to LRCCD faculty shall be conveyed to the District using Los Rios procedures and, where available, Los Rios forms and documents. Documents and forms designed specifically for complaints about Facility employees shall not be accepted as valid documents by the District. Potential disciplinary matters related to Los Rios employees shall follow Los Rios policies and the relevant provisions of the LRCFT contract.
- c. The facility does not have standing in adjudicating a facility complaint to the District against a Los Rios employee (faculty member). Facility concerns must be conveyed to the District via the CDCR Designee (see 14, below) in order for the District to take action on the matter.

14. CDCR Authority in Matters related to Los Rios Faculty

- a. LRCCD shall request that CDCR meet with the District and LRCFT and agree upon and designate a specific CDCR employee at each facility who shall have authority to represent CDCR in matters related to faculty teaching in that facility. This CDCR Designee shall not be a CDCR educational employee,
 - i. In the event that CDCR refuses to designate a specific employee and/or refuses to agree to specific lines of communication regarding concerns and complaints, District agrees to assess all concerns raised about faculty based on exactly that same criteria that would normally be used on the college campuses, and to follow exactly the same procedures as would be used on the college campuses.
- b. In order to be acted upon by the District, any concern, complaint or allegation related to faculty working in PREP shall be conveyed to Los Rios in writing by the PREP Designee. Any CDCR employee with a rank lower than the CDCR Designee who attempts to convey concerns, complaints or allegations shall be informed by the PREP Administrator or by the District that they should bring the matter to the CDCR Designee if they wish Los Rios to take any action in the matter.
- c. In cases where PREP faculty have concerns about CDCR actions in areas related to academic freedom, intellectual property rights, implementation of Canvas, or efforts to direct or control PREP class schedules and activities, faculty shall inform the PREP Administrator, who shall bring the matter to the attention of the CDCR Designee. In all cases, the District will make every effort to work with CDCR to ensure that CDCR employees do not interfere with PREP classes beyond the facility needs for security.

- i. PREP faculty shall report any adverse actions by CDCR employees to the PREP Administrator, including but not limited to: harassment or bullying of faculty; the making of disparaging or defamatory comments to or about faculty in front of faculty, other CDCR employees or PREP students; and unwarranted assertions of authority over faculty academic work and pedagogy. Such behaviors, in the context of a prison environment where CDCR employees are responsible for security, constitute a hazard to faculty safety and shall be addressed by the procedures laid out in Section 6 of this MOU. The Los Rios administration shall convey its concerns directly to the CDCR Designee in all such cases, and shall work with the Designee to address the issue in a timely manner.
- d. LRCFT shall be informed immediately of any concerns, complaints, or allegations against faculty made by the CDCR Designee.
- e. LRCCD and LRCFT acknowledge that CDCR may choose to act independently in matters under its exclusive purview, such as removing Los Rios employees from a facility or revoking Los Rios faculty clearance to enter CDCR property.

15. General Conditions

- a. The District will work collaboratively with faculty and their Union and Senate representatives to protect and maintain the educational standards necessary for complying with Education Code, Los Rios Policy and Regulations, 10+1, and the Collective Bargaining Agreement.
 - i. In the event that there is a difference of opinion, the District will prioritize working with Los Rios employees, in conjunction with engaging CDCR to ensure all interests are represented.
- b. The District agrees to schedule a meeting that includes Mule Creek, the LRCFT, and the District to discuss the general terms of this MOU, and specifically the creation of channels of communication between the District and the facility, prior to the resumption of instruction at Mule Creek State Prison. Classes shall not be offered at Mule Creek until this meeting has taken place.

16. The parties shall monitor and assess PREP during this MOU, and either party may reopen this agreement at the end of any Fall or Spring semester.

17. This MOU will sunset effective June 30, 2026 unless both parties indicate in writing a desire to incorporate this agreement into the 2026-2029 collective bargaining agreement.

Signed by:

LRCCD: Jamey Nye, Deputy Chancellor and Carrie Bray, VCHR

LRCFT: Jason Newman, President and Belinda Lum, Chief Negotiator