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GOVERNOR

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KIM T. THOMAS
COMMISSIONER

January 6, 2015

TO: WARDENS
DIVISION DIRECTORS
HEADS OF STATE AGENCIES
ADMINISTRATIVE REGULATION MONITORS

CHANGE #2
ADMINISTRATIVE REGULATION 021

CONSULTATION WITH COLLEGES AND UNIVERSITIES

PURPOSE: To replace Annex A with a standard agreement concerning the education, management and supervision of student interns by the Department and the University. To delete Annex B.

CHANGES TO BE MADE:

Reference:

AR 021, *Consultation with Colleges and Universities*, dated July 3, 1985.

Action Required:

Section II. 3. b.

Replace this sentence: "A Department of Corrections disclosure/release form completed by the intern. (See Annex A & B)."

With the following: "A Department, University, and Student Internship Agreement. (See Annex A)"

Annex(s). Annex A:

Replace Annex A, *Release, Obligation to Disclose Information and Assumption of Corrections' Policies Agreement*, dated December 20, 1985, with Annex A, *Department, University, and Student Internship Agreement* dated January 6, 2015.

Annex(s). Annex B:

Delete Annex B, *General Release*, dated December 20, 1985.

File this numbered change at the back of the regulation after annotating both the index and the regulation to indicate changes have been completed.

Advise all personnel in your organization of the change to this regulation.

A handwritten signature in black ink, appearing to read 'Kim Thomas', is positioned above a horizontal line.

Kim T. Thomas, J.D.
Commissioner

DEPARTMENT, UNIVERSITY, AND STUDENT INTERNSHIP AGREEMENT

This Agreement is between the Alabama Department of Corrections (hereafter referred to as the "Department"), _____ (hereafter referred to as the "University"), and _____ (hereafter referred to as the "Intern"), concerning the education, management, and supervision of the student intern whose application has been accepted by the Department and University.

TERM

This Agreement shall begin on the _____ day of _____, 20____, and shall end on the _____ day of _____, 20____. This Agreement may be terminated by any party by providing thirty (30) days' notice to the other parties, or immediately by the Department for failing to follow security requirements as provided below.

CONDUCT AND ATTIRE

Intern will be subject to the Alabama Statutes pertaining to the Department and basic administrative rules and regulations of the Department. Intern's attire and grooming will adhere to standards set forth in ADOC Administrative Regulation 217. The below signed representative of the Department will ensure the intern is apprised and understands the pertinent rules and regulations governing the Intern's conduct. The Department reserves the right to immediately terminate this Agreement and bar the Intern from any facility for failing to comply with any requirement or policy of the Department.

All visits under this Agreement must be during normal business hours on dates and times as scheduled with, and approved by, the Warden of each facility. Intern shall be subject to all security provisions of the Department including, but not limited to, background checks and searches of his or her person or property to include search of personal vehicles. At no time will cell phones, recording equipment, or communication devices of any kind be allowed into the institution without the prior, express permission of the Warden of the institution. Weapons are not allowed on state property. The Department reserves the right, in each institutional Warden's discretion, to deny or prematurely end any visit by the Intern or to condition any visit in the interests of security.

Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the facility or director of the administrative division to which that inmate is assigned, or his/her designee.

EXPENSES AND LIABILITIES

All expenses and liabilities are assumed by the Intern. The Intern is not an agent of the Department or the University, and is not eligible for any privileges or entitlements under the Merit System Act.

Nothing in this Agreement shall be construed to be a waiver of immunity by either the Department or the University. Intern agrees to indemnify and hold harmless the State of Alabama, the Department, the University, and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the Department or the University because of a bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of this Agreement.

It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. The sole remedy for the settlement of any and all monetary disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

PARTICIPATION

Interns will only be expected to perform job assignments that are reasonable in terms of workload and level of complexity while working within administrative divisions or correctional institutions. Work assignments will involve a combination of observation and actual job tasks. Interns will not perform any law enforcement or correctional officer duties. Intern will serve primarily as an observer when working in the presence of inmates. Intern will not initiate communications with inmates. Any necessary communication with inmates will be through designated Department personnel or under their supervision.

CONFERENCES AND PERFORMANCE APPRAISALS

The Department representative serving to coordinate the job assignments for the Intern will complete a performance appraisal of the Intern. A copy of the appraisal will be forwarded to the Intern's University advisor.

The University advisor will schedule and conduct conferences with the Intern in accordance with the University's requirements. The University will provide the Department representative with the necessary performance appraisal forms.

All written reports provided by the Intern to the University are subject to the terms of the Department Regulations governing disclosure of such information. A copy of any report shall be provided to, and will become the property of, the Department.

THE ABOVE IS READ AND AGREED UPON, AND SERVES AS A BASIS FOR THE INTERNSHIP.

s/ _____
Dept. Representative of

s/ _____
Univ. Representative of

s/ _____
Student Intern of

dated: _____

dated: _____

dated: _____