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JOHN Q. HAMM
COMMISSIONER

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**ADMINISTRATIVE REGULATION
NUMBER**

021

OPR: PERSONNEL

CONSULTATION WITH COLLEGES AND UNIVERSITIES

I. GENERAL

This Alabama Department of Corrections (ADOC) Administrative Regulation (AR) establishes the mechanism to coordinate, establish, utilize internship and practitioner programs offered through state colleges, and universities and to train persons for a career in corrections.

II. POLICY

It is the policy of the ADOC to encourage action to initiate and maintain liaison with state colleges and universities and to establish intern and practitioner programs in Corrections. In addition, state colleges and universities can provide qualified persons to serve as both current interns as well as potential recruits.

III. DEFINITIONS AND ACRONYMS

There are no definitions or acronyms prescribed for this AR.

IV. RESPONSIBILITIES

- A. The Alabama Department of Corrections Talent Acquisition Office in the Personnel Division is the contact point for coordination of these activities.
- B. Wardens/Designees and Directors should contact state colleges and universities for the purpose of obtaining qualified students for voluntary work in Corrections.
- C. State Colleges, Universities, and students may contact the ADOC for information regarding available internships.

- D. The supervisor of the intern is responsible for establishing and maintaining personnel files on all students under their purview. An intern's file should contain at least the following:
1. All correspondence to and from the state college or university and intern relative to placement.
 2. A Department of Corrections ADOC Form 021-A, *Internship Questionnaire*, completed by the intern.
 3. A written performance evaluation by the supervisor in charge of the intern and the supervisor's recommendations for future employment possibilities.
- E. The Law Enforcement Division (LESD) is responsible for background checks.

V. **PROCEDURES**

- A. A candidate or university official contacts the Talent Acquisition Office to inquire about internship opportunities.
- B. An ADOC Form 021-A, *Internship Questionnaire*, is emailed to the student to gather information for candidate qualifications.
- C. The candidate submits a completed ADOC Form 021-A, *Internship Questionnaire*, to the Talent Acquisition Office who coordinates with Wardens and Division Directors to determine if there is an internship opportunity available.
- D. If there is an opportunity, the Warden/Designee or Division Director contacts the candidate for an interview.
- E. If the candidate is accepted, the student is emailed ADOC Annex *Department, University, and Student Internship Agreement*.
1. The agreement must be signed by a University Representative, the Student Intern, and an ADOC Representative.
 2. A background check will be completed by LESD.
 3. The intern must take the Prison Rape Elimination Act Training if the internship is at a facility.
 4. The intern will provide any formal agreements from the college or university for signing by the Warden/Designee or Division Director.
 5. If the candidate is not accepted, the Warden/Designee or Division Director makes the appropriate notification to the student.

6. If there are no internship opportunities the candidate shall be notified by the Talent Acquisition Office that there are no positions available.

VI. DISPOSITION

Any forms used will be disposed of and retained according to the Departmental Records Disposition Authority (RDA).

VII. ANNEXES AND FORMS

- A. Annex A, *Department, University, and Student Internship Agreement*
- B. ADOC Form 021-A, *Internship Questionnaire*

VIII. SUPERSEDES

This Administrative Regulation supersedes AR 021, *Consultation with Colleges and Universities*, dated July 3, 1985, and any changes.

IX. PERFORMANCE

Code of Alabama 1975 § 14-1-1.1 *et seq.*



John Q. Hamm
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 applications have 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 a contractor of the ADOC 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 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

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.

CONFERENCE 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 conducted 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 dated: _____	s/ _____ Univ. Representative of dated: _____	s/ _____ Student Intern of dated: _____
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INTERNSHIP QUESTIONNAIRE

1. Name: _____
Address: _____
Telephone Number: _____
Email: _____
2. College or University: _____
3. Undergraduate / Field of Study: _____
4. Will the internship / practicum be completed for educational credit? Yes No
If so, how many credit hours will be received? _____
5. What type of work within the criminal justice system would internship / practicum apply to? _____
6. How many total work hours are required to complete the internship / practicum and receive educational credit? _____
7. What are requirements of ADOC supervisory personnel to ensure educational credit is received? _____
8. Is there a formal agreement required by college / university? Yes No
If yes, please e-mail.
9. Is there a specific prison or administrative office that you prefer to work in?
 Yes No _____
10. Do you prefer to work with male or female offenders? Male Female
11. What is your preferred weekly schedule to complete the total required internship / practicum hours? _____
12. What is your preferred start date for the internship / practicum? _____