

Agreement No: _____
(To be provided by the Institution)

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by _____ ("Agency")
and the Alabama Department of Corrections _____ ("Institution" of ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,
WHEREAS, The ADOC has within its custody certain inmates who are capable of providing the services requested by the Agency.

NOW , THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on _____, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.
2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
3. NUMBER. The ADOC will make available to the Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as it is practical.
4. SCHEDULE. Any change in the proposed schedule and frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.
5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen dollars (\$15.00) per inmate, per day. For the purpose of this Agreement,

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any portion of any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates shall be provided until the account has been made current.

6. **TRANSPORTATION.** Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by (choose one) _____ Agency _____ ADOC (additional charge of \$5.00 per inmate, per day if transported by the ADOC.
7. **SUPERVISION.** At all times, the inmates shall be supervised by an employee of Agency who has already completed training course offered periodically the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR320, Inmate Work Squad Safety Near Roadways, and AR439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.
8. **PROHIBITED INMATE CONDUCT.** Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.
9. **PROTECTIVE EQUIPMENT.** Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.
10. **MEDICAL.** In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency

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authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. **TERMINATION.** Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.
12. **NOTICE.** Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.
13. **NO ASSIGNMENT.** At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.
14. **ADR.** It is agreed that the terms and commitments contained herein shall not be constituted as 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 of constitutional provision or amendment, either now in effect or which may during the course of this contract 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. For any and all monetary disputes, Agency agrees that its sole remedy is to file 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.
15. **COMPLIANCE.** The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contraction party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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 an employee of 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

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SUPERVISION PLAN

Date Requested: _____

Name of ADOC Institution: _____

Name of Agency: _____

Name of Supervisor(s)/ Representative(s): _____

Type of Work Needed:

*The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.

Number of inmates requested: _____

Location of the worksite: _____

*No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):

*Additional information may be provided on a separate page, if needed.

Agency Supervisor/Representative Signature: _____

Approved: _____
Warden/Designee

Date: _____

LETTER OF UNDERSTANDING

This entity is committed to ensuring that compliance with the Manual on Uniform Traffic Control (MUTCD) will be accomplished as a requirement for assignment of an inmate work squad to perform tasks near a roadway. In addition, entities will commit to the Alabama Department of Corrections requirements to provide the required safety equipment to inmate work squads, provide safety training to inmates operating equipment, attend inmate work squad supervisor orientation and have a representative attend quarterly training sessions.

_____ Government Agency	_____ Address
_____ Government Official	_____ City, State, Zip Code
_____ Date	_____ Telephone
_____ Authorized Institutional Official	_____ Institution
_____ Date	_____ Approved/Denied

Annex A to AR 320 – November 20, 2003

Alabama Department of Corrections

**RULES AND KEY ISSUES FOR DEPARTMENTAL
AND NON-DEPARTMENTAL SUPERVISORS**

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.
2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.
3. Do not buy, sell or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials and supplies issued the inmate that are returned to you or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.
4. Supervisors shall not allow an inmate to receive any visits, make telephone calls, mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.
5. Remember "Safety at all Times." Orient each inmate in the use of issued equipment regardless of the inmate's claim of having had prior experience. Specifically, orientation should be conducted in the use of gasoline or electrically powered equipment before allowing him/her to use it.
6. Supervisors shall not allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner, nor allow an inmate to do so. Seatbelts, as provided, will be used at all times when the vehicle is in motion.
7. If an inmate declares a medical emergency or has a minor injury, contact the institutional contact person. If the injury is life threatening, you will need to call for medical aid (ambulance) and make the institution aware immediately. Remember, in all instances, use "Good Judgment."
8. If you think you are missing an inmate, do not send another inmate to look for him/her. Cease work and gather all inmates on your squad into one location. Without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and then notify your supervisor.
9. The limits of confinement will simply be extended if an inmate is lawfully incarcerated while outside the institution. An inmate shall not depart the place where he/she is assigned to work, except with the specific authorization of his/her immediate supervisor. However, being in an unauthorized area or unauthorized absence from his/her squad or assignment constitutes an escape. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed.

- a. If an inmate escapes, cease work and gather all of your remaining inmates into one location. Do not leave them alone. Notify your institutional contact person immediately and then notify your supervisor.
- b. Give a verbal command to "Stop". Do not try to physically stop the inmate.
- c. Note the direction in which the escapee was headed if known, or last known location.
- d. If a vehicle is used in an escape, note:
 - (1) Color, make, and model
 - (2) Tag number
 - (3) Description
 - (4) Number of occupants
 - (5) Any other pertinent information.
- e. Immediately report the situation to your supervisor and the institutional contact person. If you cannot reach the institution, contact 911 and then resume your efforts to reach the Institution.
- f. Secure the area by grouping the inmate(s) in a designated area/vehicle and stay with your squad.
- g. Avoid contaminating the area (i.e., walking around wooded areas and lots and possibly disturbing tracks which may be able to be picked up by the canine dog tracking team).
- h. If it becomes necessary to leave the area prior to the arrival of correctional supervisor, mark the area.
- i. Record events accurately in writing as soon as possible.

10. The following is a simple guide to report writing on the information usually needed:

- a. **WHO-** inmate name/number and/or person(s) involved.
- b. **WHAT-** what took place, what did you do?
- c. **WHEN-** date and time
- d. **WHERE-** location of the event or situation.
- e. **HOW-** how did the incident take place.

11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with

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your immediate supervisor and if further review is necessary obtain assistance from your institutional contact person.

12. Supervisors shall not allow inmates to pickup or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. As the inmate supervisor, you may not give or provide an item(s) to an inmate that is not work-related without authorization from the Department of Corrections. Any item of contraband found by an inmate during the course of the workday shall be immediately turned over to the inmate supervisor.
13. Supervisors shall not be disrespectful, harass, curse, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates or play one inmate against another.
14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians. Inmates will be prohibited from committing obscene acts, stealing, talking back, making slurred remarks or horseplay. Inmates are to address supervisors appropriately.
15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.
16. Each inmate is expected to be properly dressed at all times in clothing (shirts, pants, underwear, Socks and shoes) that is issued to the inmate by the Department of Corrections. Other clothing shall not be given to the inmate, except required safety items such as hard hats, raincoats, safety vests and other specialized clothing required for work. Inmates shall work with their State uniform shirt on.
17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.
18. The supervisor shall not allow an inmate to operate a vehicle or equipment, which requires a driver's license.
19. Gambling of any kind by staff and/or inmates is strictly prohibited.
20. Drugs and/or alcoholic beverages are strictly prohibited.
21. Ensure all safety requirements are followed.
22. Inmate work squads shall not be permitted to work at a school, community center or any site where minors are usually present, unless the minors are not on the premises.