This Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S.) §41-1604 et seq., §41-2501 et seq and §15-1625 between Pima Community College, hereinafter referred to as the District, and the Arizona Department of Corrections, on behalf of ASPC - Tucson, hereinafter known as the Department.

WHEREAS, the Department is authorized by Arizona Revised Statutes (A.R.S.) §41-1604, et seq. and §41-2501(B) and wishes to establish vocational/occupational education programs to inmates assigned to the Arizona State Prison Complex-Safford and;

WHEREAS, the District is authorized by A.R.S. §15-1625 and has the material resources and staff with training, expertise, and professional certification to perform such services.

THEREFORE, IT IS AGREED the Department and the District do hereby agree as follows:

1 DEFINITIONS

For the purposes of this Contract, the following definitions shall apply:

AIDE. This is an inmate work assignment made by the WIPP officer. Student who is recommended by the instructor and approved by the CEPS based on qualifications/requirements to assist the instructor in providing individualized educational assistance to inmate students.

AIMS. Adult Information Management System, the Department’s computerized data repository for information regarding inmates committed to the Arizona Department of Corrections. AIMS is the official system of record for all inmate academic CTE (vocational) education information, including all programs provided pursuant to this contract.

CAREER AND TECHNICAL EDUCATION (CTE). Occupational, vocational or technical education in a defined job specialty as preparation for work and/or employment in a specific job field. Upon completion of a CTE program, the student earns a Certificate of Completion or Competency in addition to receiving community college credit hours.

CAREER AND TECHNICAL EDUCATION (CTE) MANAGER. The Department employee responsible for oversight and administration of the Career and Technical Education program.

CLASS CAPACITY. Determined by the CEPS based on conditions of the classroom which includes room size, security and safety.

CLERK. This is an inmate work assignment made by the WIPP officer. Such assignments are limited to 1 per instructor, if a need is so determined and approved by the CEPS, and specifically involves clerk type duties – typing, filling, etc.
COMPLEX WARDEN. The Chief Executive Officer of a prison complex.

CONTRACTED INSTRUCTION PERIOD. The aggregate 46-week calendar period, occurring between July 1 and June 30, during which instruction is scheduled and presented.

CORRECTIONAL EDUCATION PROGRAM SUPERVISOR (CEPS). The Department employee responsible for managing educational programs presented within an institutional complex.

COURSE. A singular vocational education class that is instructed pursuant to an approved program curriculum.

CTE COMPLETER. A student who has finished all course requirements of a career and technical education (vocational) program.

DEPARTMENT CONTRACT LIAISON. The assigned CEPS at a prison facility; responsible for on-site liaison between the Department and College District regarding vocational training or academic education issues that arise as a result of services provided under this Contract. The CEPS is responsible for reporting significant program issues directly to the Education Administrator, and addressing local operational matters with contract partners and prison administrators.

DEPARTMENT WRITTEN INSTRUCTIONS. The Department’s system of written policies, management directives and operating procedures, issued by executive staff, that govern the administration and operation of the Department consistent with State statutes, rules and sound correctional practices.

DEPUTY WARDEN. The Chief Executive Officer of a prison unit.

DISTRICT PROGRAM LIAISON. The onsite District employee assigned to serve as the liaison between the Department and the College District regarding academic and vocational education issues involving the services provided by this Contract.

EDUCATION ADMINISTRATOR. The Department employee responsible for oversight of all inmate education, with administrative authority over Department educational staff and contract entities that provide instruction within the prison facilities.

ENROLLMENT. The assignment of an inmate to a particular instructional program by Unit Program staff (CO IV or WIPP Officer), consistent with the Unit’s Priority Ranking Report. All assignment decisions into or out of a particular program are reserved for Program Staff, and are mandatory placements with which affected inmates must comply.

HIGH TARGET. Inmates so designated based on their high risk to recidivate and their high need for a major program. Those inmates who are High Target for CTE will be prioritized for placement.

INSTRUCTIONAL SERVICES RENDERED. For purposes of invoicing and fees payment, a full month’s schedule of instructional activities shall be considered the expected level of service.
When lesser periods of instruction are provided, invoicing and payment shall be made on a prorated and adjusted on a weekly basis, consistent with the level of instruction actually provided.

**PORTER.** This is an inmate work assignment made by the WIPP officer. Such assignments are limited to 1 per instructor if a need is so determined and approved by the CEPS, to assist with janitorial type duties.

**PRIORITY RANKING REPORT.** The objective system used to numerically rank (prioritize) and assign inmates to programs based upon a multi-faceted assessment of personal factors including prior job skills and work experience, sentence length and a projected risk for recidivism.

**PROGRAM.** Vocational instruction consisting of a collective series of classes or courses that, upon successful completion, entitles the completing student to a certificate in a particular vocational specialty.

**PROGRAM ADMINISTRATIVE DISCHARGE.** District Staff make the recommendation to the CEPS to administratively discharge an inmate from a vocational program for reasons not related to unacceptable behavior or substandard performance. Such reasons are usually limited to medical or mental health conditions preventing the inmate from attending and fully participating in the coursework. The CEPS reviews the recommendation and makes the final decision.

**PROGRAM REMOVAL.** District Staff make the recommendation to remove an enrolled student from a vocational program for reasons of unacceptable behavior or attendance; substandard scholastic performance. Such removal is documented using the 809-1 form and updating AIMS to include comments specifying the reasons and circumstances for the removal. District Staff forward the completed 809-1 form to the CEPS for review and final decision.

**PROGRAM STAFF.** A unit Correctional Officer IV or WIPP Officer whose duties include determining and initiating inmate program assignments (or removals), primarily through use of the Priority Ranking Report, consistent with established program capacities.

**REGIONAL EDUCATION DIRECTOR (RED).** The Department employee responsible for direct supervision of Correctional Education Program Supervisors (CEPS).

**START UP COST.** Projected cost provided by the District for the development and implementation of a new approved CTE Course submitted to the Department for funding. Projected cost may include curriculum materials, operational supplies and capital items.

**Tutor.** This is an inmate work assignment made by the WIPP officer. Candidate may be recommended by the instructor and must be approved by the CEPS, who will submit to the WIPP officer. Eligibility criteria: 1. Verified bachelors degree (or higher degree), 2. Verified associates degree and 6 months verified experience as an education AIDE in free world or in ADC, or 3. One year experience as an education AIDE.

**WIPP.** Work Incentive Pay Plan. This refers to inmate work assignments to include assignment eligibility criteria and pay plan.
504 ACCOMMODATION PLAN. A plan that outlines reasonable accommodations to allow an inmate with a disability to participate in an educational program as required by Section 504 of the Rehabilitation Act of 1973. Disabilities, accommodations and student eligibility are subject to the provisions of DO 910, “Inmate Education and Resource Center Services” and Title II of the Americans with Disabilities Act (ADA) of 1990.

2 THE DEPARTMENT AGREES:

2.1 To provide sufficient facility space for classroom instruction, laboratory exercises, administrative activities and utility storage necessary for the conduct of inmate education and training, consistent with the academic and vocational programs delineated within this contract.

2.1.1 Educational and training sites shall be maintained consistent with Occupational Safety and Health Act (OSHA) requirements, applicable provisions of the State Fire Marshall’s Code, A.R.S. §41-1492 et seq., and the Americans with Disabilities Act (ADA).

2.2 To provide a safe and secure correctional environment for all District instructional staff engaged in the delivery of prison academic and vocational education, in accordance with established security policies and procedures.

2.3 To provide facility and inmate access to District instructional staff who have been duly cleared consistent with Department policy and security requirements.

2.3.1 The Department’s CEPS’s, with assistance from the Regional Education Directors as needed, shall coordinate Department administrative processes to obtain security clearance for District program staff with business necessity to access the designated Department facility.

2.3.2 In the event a District staff member is determined by the Department to be a threat to the safe and orderly operation of the institution, the individual will be denied access to the prison.

2.4 To provide the District’s on-site Program Liaison access to all applicable Department Written Instructions as well as all necessary security policies and procedures relative to the provision of contracted services within a Department institution.

2.5 To establish inmate enrollment criteria and adopt a movement policy which will enhance the ability of inmate participants to attend and complete program courses.

2.6 To provide on-site liaison with the District through designation of the assigned CEPS as the on-site contact for educational matters related to this contract. Department liaison duties shall include but are not limited to:

2.6.1 Review of program activities to determine if contracted services are being
provided in accordance with Contract terms.
2.6.1.1 CEPS will do at a minimum a weekly walk through of CTE Program area. CEPS observations will be reported to the CTE Manager on a monthly basis utilizing a formal evaluation tool.

2.6.1.2 Observations will be reported to the Education Administrator as needed.

2.6.2 CEPS will do a quarterly review of program activities with District staff to determine if additional instructional or operational needs exist.

2.6.2.1 Additional Program needs will be reported to the RED’s.

2.6.3 Receiving periodic data on student enrollments and attendance as well as education progress.

2.7 To make student program assignments based upon individual needs as determined by the Priority Ranking Report, and to supply such student information to District instructional staff. All efforts will be made to maximize program and course enrollments and attendance.

2.7.1 CEPS will determine class size capacity based on the conditions of the class room which includes room size, security and safety.

2.7.2 The Contract Liaison (CEPS) shall interact with the District Program Liaison in determining student program eligibility, evaluating student educational and vocational needs, and tracking student progress.

2.8 To respond to requests from District staff for information and/or student data (from AIMS) needed to facilitate vocational program effectiveness and efficiency.

2.9 To provide “New Employee Training” to District instructional staff who provide services under the terms of this Contract, in accordance with Department Order 509, Employee Training and Education.

2.9.1 New Employee Training courses will include those subjects prescribed for ADC contractors for the current fiscal year.

2.9.2 Required New Employee Training will be arranged and coordinated through the local Institution Training Officer.

2.9.3 Required New Employee Training must be completed prior to a contracted employee initiating activities and/or services of this contract as well as prior inmate contact.

2.10 To provide annual refresher training to District instructional staff who provide services under the terms of this contract, consistent with Department Order 509, Employee Training and Education.
2.10.1 Refresher training courses will include those subjects prescribed for ADC contractors for the current fiscal year.

2.10.2 Required refresher training will be arranged and coordinated through the local Institution Training Officer.

2.11 To provide and/or facilitate emergency care for District employees while on a prison institution. Costs associated with any medical care shall remain the responsibility of the District.

2.12 To issue payment for services rendered by the District in accordance with Attachment #2. Subject to work having been provided in accordance with this contract, Department payment shall be made within thirty (30) days after receipt and approval of the invoice. Department payments shall reference this contract number.

3 THE DISTRICT AGREES:

3.1 To present vocational and elective educational programs within the prison complex that address the educational needs of inmate students, that satisfy the operational maintenance needs of the facility, and that help develop marketable job skills in preparation for institutional release.

3.1.1 The programs approved for presentation are delineated in Attachment #1.

CTE Program Requirements

3.2 To present a comprehensive curriculum of vocational education in requested occupational specialties that reflects contemporary industry standards, consistent with the list of programs outlined in Attachment #2. All comprehensive curricula will be aligned with District standards.

3.2.1 CTE programs shall be certificate or degree programs for which students earn community college credit hours.

3.3 To present CTE instruction utilizing qualified full-time, part-time or adjunct District staff.

3.3.1 Instruction may include classroom lecture, group discussion, lab exercises and self-directed study. Course instruction may also utilize peer tutors in a supplemental role, when appropriate, and may include instruction via closed circuit or interactive television, and computer-based programming, depending upon local system and equipment capabilities, as well as security considerations.

3.3.1.1 Peer tutors shall be approved by the CEPS and closely supervised by the CTE instructor. Peer tutors shall be rotated every 2 years.

3.3.2 The District shall, at the onset of the contract period, provide the Department Contract Liaison (assigned CEPS) and CTE Manager with a written list of
scheduled instruction to include the dates, times and unit locations of instruction, as well as the identity of assigned District instructors. Changes occurring thereafter shall be promptly reported in writing.

3.4 To present contracted CTE program instruction based upon an open entry/open exit design. Any Exemptions shall have RED and Education Administrator approval.

3.4.1 Only CTE programs that are covered by this contract and that have been reviewed and approved by the Education Administrator shall be presented, irrespective of any cost considerations.

3.4.1.1 In the event a new CTE program is desired between annual contract renewal periods, the District shall first submit a completed CTE Program Approval Form (see Attachment #8), a copy of the course curriculum and program cost analysis (as appropriate) for review and consideration.

3.4.1.2 New programs shall be reviewed by the Warden, CTE Manager and the RED, with final approval reserved by the Education Administrator.

3.4.1.3 If a new CTE program is approved, an amendment to this Contract must first be initiated and executed prior to commencement of any instruction.

3.4.2 CTE programs will be subject to annual review by the Warden, CTE Manager and RED’s for renewal consideration with final approval reserved by the Education Administrator.

3.5 To ensure CTE class enrollments are limited to students who have met mandatory literacy standards. For those that have not completed a GED or received a high school diploma, concurrent enrollment in GED classes is required for participation in any CTE program.

3.5.1 Student enrollments into CTE programs shall be based upon Priority Ranking Report and High Target list, and student enrollment made by Programs staff.

3.5.2 Students shall not be enrolled in more than two CTE programs simultaneously.

3.6 To notify the CTE Manager of any program (instruction) cessation, interruption or anticipated program changes.

3.6.1 Such notification shall be made within 24 hours of developing or acquiring such knowledge.

3.7 To update enrollment status information and attendance within AIMS as determined by the Department in order to allow for basic program record-keeping and on-going program evaluation and analysis. To compile and maintain student information and program statistics that will allow for on-going program evaluation and analysis. Periodic activity reporting shall include:
**Weekly** (Detailed list of students and activity, occurring during the preceding week, is due to the assigned CEPS and the CTE Manager each Monday morning)

- The Department will require detailed information on CTE program enrollments, completions or status change actions, as well as the dates of such actions. Information, including student name, ADC number and program name, shall be communicated in writing or through e-mail, and shall be clearly formatted so as to provide all pertinent information.

**Monthly** (Due by the 15th of the following month, submitted to the CTE Manager with the monthly invoice)

- Unduplicated number of all students that participated in each CTE program.
- Unduplicated number and identity of students that completed a CTE program during the reporting period. Information is to include full name, ADC number, program name and date of completion.
- Number of college credits awarded to each program completer listed during the reporting period.
- Number of vocational certificates earned during the reporting period.

3.8 To respond to reasonable information and data requests from ADC so as to provide accurate, thorough and timely information resulting from legislative and executive management inquiries.

3.8.1 To assist the assigned CEPS with a monthly reconciliation of AIMS-produced student education information against the District’s student information, so as to enable a complete and accurate program management report for the Department’s executive management.

3.9 To direct any questions about CTE Programs and activities to the CEPS, CEPS will direct questions to the REDS’s for matters or questions related to CTE programs and activity.

3.10 To conduct a physical inventory of Department equipment assigned to District instructional staff. A written inventory report shall be included in the annual report to the CTE Manager. Please see Attachment #4.

**General Program Requirements**

3.11 To designate a District contact person who shall serve as on-site Program Liaison between the District and the Department, with responsibility for interaction with the Department Contract Liaison (assigned CEPS) and the CTE Manager as appropriate.
3.11.1 The Program Liaison and an instructor may be the same person; however, Program Liaison duties shall not interfere with the instructor’s responsibilities or program schedules.

3.12 In the event the assigned primary instructor is unable to conduct an academic or vocational course as scheduled, the District shall notify the CEPS within 48 hours prior to class starting time.

3.13 To provide CTE program instruction to inmate students every weekday, Monday through Friday, during either daytime or evening hours depending upon local security and other inmate programming considerations, except during recognized State and College holidays (see Attachment #6) or during periods of student unavailability, such as during a unit lockdown. Instruction shall be scheduled for an aggregate period of 46 weeks during the year, thus allowing for designated State and College holidays, and other periods of authorized instructor absence.

3.13.1 In the event ADC employees are subject to periodic State furlough days, instruction shall still be presented on schedule consistent with the ability of security and program staff to accommodate such classes, as determined by the Warden.

3.14 To notify the Department in the event a prospective student with a disability is identified as being in potential need of accommodation pursuant to Section 504 of the Rehabilitation Act of 1973. The Department and the District shall then review and evaluate the student’s education assignment and likely accommodation needs, with regard for education program objectives as well as the resources necessary and available for such accommodation.

3.14.1 Upon mutual agreement of an accommodation plan and the manner of meeting a particular disability need, the District agrees to provide reasonable accommodations consistent with Section 504 of the Rehabilitation Act of 1973.

3.14.2 The District is not required to provide educational services to a student if, after reasonable good faith efforts, mutual agreement cannot be reached regarding an accommodation plan for that particular student.

3.15 To provide all books, equipment and supplies reasonably necessary in the presentation of CTE program instruction, from the time of program initiation and throughout continuing program presentation.

3.15.1 In the event of a CTE program relocation or expansion, the Department may exercise the option to fund, in whole or part, additional books, equipment and/or supplies needed to support such program adjustment.

3.15.2 As appropriate, enrolled students shall be provided with any special protective clothing or equipment needed to ensure individual safety. Protective clothing or equipment may include items such as safety glasses, gloves, goggles, protective outerwear, hats, masks, etc.
3.16 To provide an electronic copy of all career and technical education course curricula to be instructed to the CTE Manager. No changes to course curricula shall be made without 60 day prior notice to and approval of the CTE Manager and Education Administrator.

3.16.1 Projects produced by students as part of the CTE course shall remain property of the Department. Special project requests will require RED approval.

3.17 To provide the Department with timely information regarding student enrollments, program changes and/or completions, as well as periodic attendance rosters as outlined in Attachment #3, Required Reports.

3.17.1 In the event that a student fails to appear for scheduled CTE programming for 14 or more days in any calendar month, except for justifiable absence (i.e., unit lockdown or medical lay-in), the District shall initiate notification to the Contract Liaison (CEPS) who shall review the situation and initiate action to remove the student from further program involvement.

3.18 To facilitate and cooperate with any evaluation of contract services, as initiated, scheduled and funded by the Department.

3.19 To invoice the Department only for instructional services rendered, consistent with contract fee schedules #2. CTE fees shall be calculated on a contracted-program basis, and shall be inclusive of all relevant instructional, administrative and indirect program costs. Invoices shall be prepared and submitted as follows:

3.19.1 Submit a separate monthly invoice identifying the contractual fees due for the preceding month’s instructional services rendered. Invoices are to be submitted by the 15th of the following month, and are to be submitted consistent with the format outlined in Attachment #5. Completed invoices and required student information shall be either transmitted electronically or sent via mail to the CTE Program Manager, at the address indicated on Attachment #5, Invoice. Any questions regarding the CTE Program Invoices will be directed to the CTE Manager.

3.20 To provide within 48 hours advance written notification to the Contract Liaison (CEPS) of a District instructor’s scheduled absence and/or leave.

3.21 That inmate student computer access and use, to include peer tutors and teacher assistants/aides, shall be closely monitored and limited to instructional activities as part of an approved and contracted CTE program, and shall be restricted so there is no internet access to the World Wide Web.

3.21.1 Inmate students shall not maintain or have access to computerized inmate student records, (i.e., registration, attendance, etc.) or any other identifying personal information.

3.22 That grants, involving Department inmate education, may only be sought with the knowledge and approval of the Education Administrator.
3.23 To provide the CEPS and RED’s with a complete written inventory of all District-owned tools, equipment and software at the beginning of the contract period, and prior to the start date of any new program if commenced during the fiscal year. Please see Attachment #4.

3.23.1 All District equipment shall be readily identifiable, to include being visibly marked, numbered and/or tagged. It is the Department’s strong preference that all equipment and tools are property of the Department.

3.23.2 Additions or deletions of District-supplied equipment, to include tools and software, require advanced approval of the Complex Warden and CEPS.

   3.23.2.1 Additions or deletions do not include replacement items.

   3.23.2.2 Justification for the addition or deletion shall be provided to the CEPS.

3.23.3 Updated inventories shall be provided to the CEPS whenever items are added or deleted.

3.24 To ensure that new full or part-time District employees, who will have direct contact with inmates, attend mandatory New Employee Training provided by the Department, prior to initiating activities of this Contract and having inmate contact.

3.25 To ensure that District employees attend and complete prescribed annual refresher training for contractors, as required by Department Order 509, Employee Training and Education.

   3.25.1 A quarterly Training Report shall be prepared by the District and submitted in writing to the CEPS, indicating College progress toward completing both new employee and annual refresher training for the fiscal year.

3.26 To comply with all applicable security rules and Department Orders/Written Instructions, to include those provided within this Contract, as shown in Attachment #8, as well as all necessary security rules and regulations of the Department relative to the provision of contracted services within a correctional institution. Any allegations of non-compliance with Department rules and/or written instructions, or other District misconduct, shall be subject to investigation by the Department. Investigation by the Department may include, but need not be limited to, searches of persons, equipment and vehicles.

   3.26.1 All persons (including employees, Contractors, volunteers, and members of the public) entering an institution are subject to being searched prior to entering, in accordance with Department Order #708.04, Searches of Persons Entering Institutions.
3.26.2 District employees shall limit their relationships with inmates and inmates’ families to officially authorized activities necessary for performing contracted services in accordance with Department Order #501, Employee Professionalism, Ethics and Conduct.

3.26.3 District employees shall not write letters of recommendation for inmate students.

3.26.4 Department written instructions, security policies and operational procedures relative to this Contract shall be accessible to District employees at each institution where instruction is presented.

3.27 To establish and maintain written procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out assignments under this Contract shall be used or disclosed by the District or the District’s agents, officers or employees, except as is essential to the performance of duties under this Contract. Persons requesting such information shall be referred to the Department. Pursuant to A.R.S. §31-221, the District also agrees that any information pertaining to inmate students shall not be divulged, other than to employees or officers of the District as it is required for the performance of duties under the Contract, without the prior written consent of the Department.

3.27.1 To provide supervision of inmates within the classroom setting and comply with all Department policies and procedures.

3.27.1.1 This includes documenting reporting incidents or issues involving staff or inmates using the Incident Report form (or AIMS data base applications, if available) and/or Disciplinary Violation form and/or other related issues and forms as needed.

3.27.1.1.1 District staff will complete Disciplinary Violations for their assigned inmates who commit disciplinary violations while under their supervision that they witness or become aware of.

3.28 That District employees providing services under this Contract shall be required to participate in the Department’s Drug Free Workplace program.

3.28.1 Testing may be provided through Department resources, with associated costs borne by the Department.

3.29 That District employees shall not operate state-owned Department vehicles.

3.30 To prepare and submit to the CTE Manager at the beginning of the contract period, a detailed listing of all funded District positions, in total or part, by this Contract. This listing shall identify by name and contact information, those District employees so funded.
3.30.1 This listing shall be updated and submitted to the CTE Manager throughout the contract period, as positions and or funding changes.

3.31 Prior to pursuing any press or publicity regarding these services, the contractor shall work with ADC’S Communications Department. ADC retains final approval rights concerning any such efforts.

4 Special Terms and Conditions:

4.1 Term of Contract: The term of this contract shall commence on July 1, 2017 and shall continue for a period of three (3) years, through June 30, 2020 thereafter, unless terminated, canceled or extended, as otherwise provided herein.

4.2 Contract Changes: Any changes to this Agreement shall be handled by formal amendment through the Department, Procurement Services office signed by both parties.

4.3 Termination

4.3.1 This Contract may be terminated in whole or in part, without cause, by either party by prior written notice to the other. Such notice shall be effective sixty (60) days after mailing by certified mail, return receipt requested, to the other party.

4.3.2 In the event this Contract is terminated in whole, the Department shall be obligated to pay the District for expenditures incurred, to date, by the District.

4.3.3 In the event this Contract is terminated in part, the minimum payment of the Department shall be recalculated using actual expenditures incurred. The Department shall revise Attachment #2 and provide the same to the District.

4.4 Cancellation for Conflict of Interest: Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. A cancellation made pursuant to this provision shall be effective when the District receives written notice of the cancellation unless the notice specifies a later time.

4.5 Negotiation of programs and fees shall take place annually on or before June 1st or upon mutual agreement by both parties. Any changes, as mutually agreed, shall be accomplished by notice in the form of a revised Attachment(s) developed by the Department and provided to the District.

4.6 Adjustments to the Department’s payment shall be made when:
4.6.1 The District does not provide the vocational education programs outlined in Attachment #2, or fails to provide qualified instructional staff, due to service interruption or vacancies. Instructional shortcomings are subject to pro-rating on a weekly basis.

4.6.2 Any on-site assigned District administrative position(s), which provides services under this Contract, is vacant for more than thirty (30) consecutive days, due to service interruption or vacancies.

4.7 The tax-base of the District shall not absorb costs of institutional programs.

4.8 The Department shall maintain ownership of all equipment, books and instructional materials acquired with Department funds. Equipment, books and instructional materials purchased or otherwise funded by the Department as “start up costs” shall remain the property of the Department.

4.9 The District and the Department shall meet semi-annually at mutually agreed-upon dates and locations to review the academic and vocational training programs under this Contract. Meetings may be conducted via a conference call format.

4.10 Textbook requirements shall remain the same for not less than three (3) contract years for use within the same course class offering unless otherwise mandated by District policy. To the extent possible, the District shall ensure continuity of instruction for inmates who are transferred within the State’s prison system. Continuity of instruction shall include textbook content, materials, and sequencing for the same or similar courses.

4.10.1 The District shall provide a textbook for each inmate participant, where applicable.

4.10.2 With CEPS approval, the District shall dispose of all outdated text books and instructional materials.

4.11 The Risk Management Division of the Arizona Department of Administration shall review and investigate all claims of the District’s personal property loss due to alleged negligence by the Department.

4.12 The District shall render services hereunder as an independent Contractor. The District, and all personnel supplied by the District that performs the duties stated herein, shall not be deemed employees of the Department. Neither District nor Department personnel shall, by virtue of this Contract, be entitled or eligible to participate in any benefits or privileges given or extended by either party to its own employees, to include Workman’s Compensation.

4.13 Audit of Records: Pursuant to A.R.S. §35-214 and §35-215, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Agreement for a period of five (5) years after
completion of the Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, a party shall produce the original of any or all such records.

4.14 Arbitration: Both parties to this Agreement agree to resolve all disputes arising out of relating to this Agreement through arbitration, after exhausting applicable Administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

4.15 Both parties to this Contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs, and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this Contract.

4.16 Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by the Director of the Department of Corrections, or designee, shall be retained by both parties until such appeals, litigation, claims or exceptions have been finally resolved.

4.17 Indemnification: Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

4.18 Non-Availability of Funds: Every payment obligation of both parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4.19 Third Party Antitrust Violations: Both parties assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to either party toward fulfillment of this Agreement.

4.20 Applicable Law: This Agreement shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, et seq) and the administrative rules promulgated there under (A.A.C. R2-7-901, et seq).

4.21 Non-Discrimination: Each party shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or
political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Each party shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, religion, sex, national origin or disability.

4.22 Rules and Regulations

4.22.1 Attention of the Offeror is called to the requirements specified in Attachment #9 Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

4.22.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

4.23 Unlawful Sexual Conduct

4.23.1 A person who is employed by the State Department of Corrections, a private facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of the State Department of Corrections or a city or county.

4.23.2 A prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status and who is under supervision of the State Department of Corrections or a city or county commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail.

4.23.3 Unlawful sexual conduct is a class 5 felony.

4.23.4 Unlawful sexual conduct; correctional employees; prisoners; classification; Definition A.R.S. §13-1419.


4.25 Contraband
4.25.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.).

Promoting prison contraband A.R.S. § 13-2505:

4.25.2 A person, not otherwise authorized by law, commits promoting contraband;

4.25.3 By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

4.25.4 By knowingly conveying contraband to any persons confined in a correctional facility; or

4.25.5 By knowingly making, obtaining, or possessing contraband in a correctional facility.

Promoting Prison Contraband is a Class 5 felony:

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505,
ADC Department Order 708

4.26 Assignment and Delegation: Neither party may assign any rights hereunder without the express, written, prior consent of both parties.

4.27 Entire Agreement: This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification of this Agreement.

4.28 Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the agreement. This provision applies to work performed by subcontractors at all tiers.

4.29 Government Procurement; E-Verify Requirement A.R.S. §41-4401
4.29.1 Both parties warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”

4.29.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the agreement and either party contractor may be subject to penalties up to and including termination of the agreement.

4.29.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the agreement and the contractor may be subject to penalties up to and including termination of the agreement.

4.29.4 The State Agency retains the legal right to inspect the papers of any employee who works on the agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 4.29.1.

4.30 Notices: All notices under this Agreement given by either party to the other shall be in writing and shall be delivered in person or sent by U.S. Postal Service, postage prepaid and addressed to the following individuals:

**Arizona Department of Corrections:**

Arizona Department of Corrections  
Attn: Leon George, Chief Procurement Officer  
Procurement Services  
1601 West Jefferson  
Phoenix, Arizona 85007  
(602) 542-1172 Phone  
(602) 364-3790 Fax

**Contractors Name:**

Pima Community College  
Attn: Lee D. Lambert  
Chancellor  
4905 East Broadway Blvd.  
Tucson, AZ 85709  
520-206-4747  
E-Mail: llambert@pima.edu
IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>ARIZONA DEPARTMENT OF CORRECTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Individual</td>
<td>Signature of Authorized Individual</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>Lee D. Lambert</td>
<td>Ken Sanchez</td>
</tr>
<tr>
<td>Typed Name</td>
<td>Typed Name</td>
</tr>
<tr>
<td>Chancellor</td>
<td>Chief Procurement Officer</td>
</tr>
<tr>
<td>Typed Title</td>
<td>Typed Title</td>
</tr>
<tr>
<td>4905 East Broadway Blvd.</td>
<td>1601 West Jefferson MS: 55303</td>
</tr>
<tr>
<td>Tucson, AZ 85709</td>
<td>Phoenix, Arizona 85007</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
</tbody>
</table>

Additional Signatures as Applicable

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Typed Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Typed Title</td>
<td></td>
</tr>
</tbody>
</table>

Prepared by: Cori Masters, Statewide Procurement Manager
Date: June 9, 2017
<table>
<thead>
<tr>
<th>PROGRAM NAME</th>
<th>CREDIT HOURS &amp; CERTIFICATIONS</th>
<th>FT / PT</th>
<th>HOURS / DAY</th>
<th>CLASSROOM / LAB</th>
<th>LOCATION(S)</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automotive Technology</td>
<td>Direct Employment</td>
<td>Up to 28.5 credit hours</td>
<td>FT</td>
<td>8</td>
<td>Classroom and Lab</td>
<td>Santa Rita, Winchester Whetstone</td>
</tr>
<tr>
<td>Construction Technology</td>
<td>Direct Employment</td>
<td>Up to 31 credit hours</td>
<td>FT</td>
<td>8</td>
<td>Classroom and Lab</td>
<td>Santa Rita, Winchester Whetstone</td>
</tr>
<tr>
<td>HVAC</td>
<td>Direct Employment</td>
<td>Up to 34 credit hours</td>
<td>FT</td>
<td>8</td>
<td>Classroom and Lab</td>
<td>Santa Rita, Winchester Whetstone</td>
</tr>
<tr>
<td>Electrical Trades Technology</td>
<td>Direct Employment</td>
<td>Up to 41 credit hours</td>
<td>FT</td>
<td>8</td>
<td>Classroom and Lab</td>
<td>Whetstone</td>
</tr>
<tr>
<td>Computer Software Skills</td>
<td>Information Systems</td>
<td>Up to 28 credit hours</td>
<td>FT</td>
<td>8</td>
<td>Computer lab</td>
<td>Whetstone</td>
</tr>
</tbody>
</table>

**Total Direct Cost for Instruction:** $388,633.00  
**Indirect Cost for Administration:** $151,033.10  
**Total Program Cost:** $539,667.00  
**District Contribution:** $539,667.00  
**ACD Maximum Payment to District:** $539,667.00
## ATACHMENT #2

### PROGRAMS

**FY 2018**

**CTE PROGRAMS**

Pima Community College

ASPC - Tucson

<table>
<thead>
<tr>
<th>COMPLEX</th>
<th>PROGRAMS OFFERED</th>
<th># OF PROG:</th>
<th>ANNUAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>TUCSON</td>
<td>AUTOMOTIVE TECHNOLOGY</td>
<td>1</td>
<td>$77,726.78</td>
</tr>
<tr>
<td></td>
<td>CONSTRUCTION TECHNOLOGIES</td>
<td>1</td>
<td>$77,726.78</td>
</tr>
<tr>
<td></td>
<td>HVAC</td>
<td>1</td>
<td>$77,726.78</td>
</tr>
<tr>
<td></td>
<td>ELECTRICAL TECHNOLOGY</td>
<td>1</td>
<td>$77,726.78</td>
</tr>
<tr>
<td></td>
<td>COMPUTER SOFTWARE APPLICATIONS</td>
<td>1</td>
<td>$77,726.78</td>
</tr>
</tbody>
</table>

Subtotal 5

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Direct Cost for Instruction</td>
<td>$388,633.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Cost for Administration</td>
<td>$151,033.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Cost for Administration</td>
<td>$539,667.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Program Cost</td>
<td>$539,667.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADC Maximum Payment to District</td>
<td>$539,667.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

ARIZONA DEPARTMENT OF CORRECTIONS

Keren Hellman, Inmate Programs and Reentry Division Director

Date 3/1/12
ATTACHMENT #3

REQUIRED REPORTS

The following written reports are to be prepared and submitted as scheduled below:

<table>
<thead>
<tr>
<th>ADMINISTRATIVE REPORTS</th>
<th>FREQUENCY</th>
<th>SUBMIT TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. District Equipment Inventory (Use Department Form).</td>
<td>At the beginning of the fiscal year, and prior to the start of a new program if commenced during the fiscal year.</td>
<td>CEPS</td>
</tr>
<tr>
<td>2. CTE activity summary</td>
<td>Due by the 15th of following month</td>
<td>CTE Program Manager</td>
</tr>
</tbody>
</table>

The following reports shall be provided to the concerned CEPS:

<table>
<thead>
<tr>
<th>INMATE PARTICIPANT REPORTS</th>
<th>FREQUENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Student Activity: To report changes in student program status (enrollments, completions, withdrawals, refusals, etc)</td>
<td>Weekly, due Monday morning</td>
</tr>
<tr>
<td>2. Attendance Roster, by course and instructor</td>
<td>Bi-monthly</td>
</tr>
</tbody>
</table>

Note: Dissemination of data by the Department shall be in full compliance with the Family Educational Rights and Privacy Act of 1974, as amended.
## PROPERTY INVENTORY

The following equipment is assigned to this room. Removal is prohibited without prior written approval of the Property Custodian. Please ensure property tags are protected and are not removed.

**BUILDING:** ___________________  **ROOM #:** ________  **DATE:** ______________

<table>
<thead>
<tr>
<th>ADC #</th>
<th>SERIAL #</th>
<th>MODEL #</th>
<th>ITEM DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CEPS:** ___________________________  **Title:** ___________________________

Signature of CEPS: ___________________________  **Date:** ______________________

Verified by: ___________________________  **Date:** ______________________

Verified by: ___________________________  **Date:** ______________________

Verified by: ___________________________  **Date:** ______________________

Verified by: ___________________________  **Date:** ______________________

(Quarterly Verification Required)
CTE Program Manager
Arizona Department of Corrections
1601 W. Jefferson, Room 3119
Phoenix, Arizona 85007

| Billing Period:  (Month and Year) |
|---------------------|--------|--------|
| Location            | Program Description | Amount Due |

**Total Amount Due:**

<table>
<thead>
<tr>
<th>Remit To:</th>
<th>(Name and address of college)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submitted By:</td>
<td>(Name of billing individual)</td>
</tr>
<tr>
<td></td>
<td>(Title)</td>
</tr>
<tr>
<td>Invoice Date:</td>
<td>(Date)</td>
</tr>
</tbody>
</table>

**Invoice Number:**

**Note:** Processing and payment of monthly invoices can be expedited if invoices and student listings are submitted electronically
## INSTRUCTIONAL HOLIDAYS

<table>
<thead>
<tr>
<th>HOLIDAYS</th>
<th>DATE OBSERVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King, Jr./Civil Rights Day</td>
<td>Monday closest to January 15</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Spring Break*</td>
<td>3rd week of March</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>October 8</td>
</tr>
<tr>
<td>Veterans’ Day</td>
<td>November 12</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Day After Thanksgiving*</td>
<td></td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
<tr>
<td>Winter Break*</td>
<td>Last week of December</td>
</tr>
</tbody>
</table>

* Community College Holidays
ATTACHMENT #7

DEPARTMENT ORDERS

DO 109  Smoking and Tobacco Regulations

DO 116  Employee Communicable Disease Exposure Control Plan

DO 125  Sexual Offense Reporting

DO 205  Contractor Security

DO 304  Equipment and Inventory System

DO 501  Employee Professionalism, Ethics and Conduct

DO 503  Employee Grooming and Dress

DO 509  Employee Training and Education

DO 513  Employee Property

DO 522  Drug Free Workplace

DO 602  Background Investigations

DO 708  Searches

DO 910  Inmate Education and Resource Center Services

DIRECTOR’S INSTRUCTIONS

DI 262  Revisions to DO 116, Employee Communicable Disease Exposure Control Plan
# ARIZONA DEPARTMENT OF CORRECTIONS

CTE PROGRAM APPROVAL FORM

<table>
<thead>
<tr>
<th>College:</th>
<th>ADC Complex(es):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Program Title: (College curriculum or catalog documents can be attached)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Course Title(s)</th>
<th>Course Number(s)</th>
<th>Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Credit Hours</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Proposed Implementation Date:</th>
</tr>
</thead>
</table>

The implementation date for the course(s) is/are the date(s) that instruction begins (e.g. 3/1/11).

<table>
<thead>
<tr>
<th>Level of Certification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
</tr>
<tr>
<td>______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Prerequisite Course Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program/ Course Description:</th>
</tr>
</thead>
</table>

This should be a brief statement that describes the overall goal(s), content, and major topics of the course/program. Description should be 25 to 100 words. Do not use abbreviations.

<table>
<thead>
<tr>
<th>Has this course been approved by the College district governing board?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes________ No________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a full-time or part-time program?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
</tr>
<tr>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How many days per week and hours per day?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Days per week</td>
</tr>
<tr>
<td>_______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does this program lead to an associate degree?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>_____</td>
</tr>
</tbody>
</table>
List the core competencies the student should attain in the program. (Use as much space as necessary.)

COLLEGE SIGNATURES AND INFORMATION

Authorized College Signature (Required) ____________________   __________________
Name                                      Title
Print name of authorized college official _______________________________________
Telephone (    )__________________ Fax (    )__________________ E-Mail________________
Date Submitted ________________________

TO BE COMPLETED BY COMPLEX ADC CORRECTIONAL EDUCATION PROGRAMS SUPERVISOR (CEPS)

Unit(s) from which inmates will come ________________________________________________________
Classroom/lab space is available?  Yes___    No____    Location _______________________________
Are the required tools available by the college?   Yes___    No____
Are required classroom equipment and supplies available by college? Yes___    No____
Are ADC security personnel available to monitor the class?    Yes____    No____
Are there other program requirements that must be met?  If so, list below. Use as much space as necessary.

ADC Administrative Use Only

START UP AND PROGRAM COST(S)

AIMS CODE | AIMS PROGRAM TITLE

<table>
<thead>
<tr>
<th>Approved</th>
<th>Disapproved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warden</td>
<td>Warden</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved</th>
<th>Disapproved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTE Manager</td>
<td>CTE Manager</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved</th>
<th>Disapproved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education Administrator</td>
<td>Education Administrator</td>
<td></td>
</tr>
</tbody>
</table>
POLICY STATEMENT:
While the institution recognizes the need of non-staff personnel to have in their possession certain personal items, limits are necessary for the security and safe operation of the institution.

PROCEDURES:
1. All persons entering the institution are subject to search prior to entry and while on the grounds of the institution. All non-staff personnel will, at all times, remain in their authorized area under the direction of the project coordinator.

2. Persons are allowed the materials necessary for the performance of their duties.

3. All non-staff personnel may have in their possession the following:
   A. A wallet with normal contents, ie.,
      1. photos and personal papers.
      2. currency not to exceed $40.00 (Forty Dollars). Excess will be reported to the shift commander prior to entry.
      3. no credit cards or checkbooks are allowed.
   B. Handkerchief and comb.
   C. Tobacco products and smoking apparatus for normal daily use. Chargers and additional refills for e-cigarettes must be left in vehicles.
   D. Keys as necessary (auto and home). Fingernail clipper.
   E. Confectionary items (gum, candy, etc.)
   F. Watch and rings.

4. All persons are prohibited from introducing medication drugs into the institution grounds unless such a medication has been properly prescribed by a licensed physician and are in the original prescription container.
A. Medications of a stimulate nature, i.e., Dexedrine, Preludins, Tenuate or any other appetite suppressant or any hypnotic-type drug, are specifically prohibited on institution property. Persons who are taking this type of medication prior to coming to the institution will report this fact to the Shift Commander, prior to reporting to their authorized area.

B. Persons taking medications of the tranquilizer class, i.e., Valium, Librium, Miltown or any of the anti-depressant class, i.e., Sinequan, Triavil, Elavil or any mood modifying drug of any type; Pain medications i.e., Percodan, Percocet, hydrocodone (Vicodin), Tylenol with codeine, propoxphene, etc., will report this fact to the Shift Commander prior to going to their authorized area. Possession of these types of drugs on prison grounds will be limited to that amount necessary during one eight hour shift.

C. Personnel taking any other class of medication i.e., antihistamines, antihypertensives, anticholingeries, etc., are limited in the introduction of only such amount of medication as will be required during the period of one eight hour shift, and the fact will be reported to the Shift Commander.

1. Any deviation from this policy must be cleared with the warden of the unit. Persons violating this policy may subject themselves to eviction from institution property and/or prosecution.

NOTE: If anyone loses or has stolen any personal items in his possession, the institution will attempt to retrieve the items, but cannot guarantee the return thereof nor provide reimbursement.

The following Arizona Revised Statutes dealing with inmate and non-staff member relationships require your strict adherence at all time during your stay at the Arizona State Department of Corrections.

ARS 31-204 Interest of employee and non-employee in contracts, gifts to or for prisoner: penalty

A. No non-staff member shall be interested in any contract or purchase made by anyone for or on behalf of the prison, or receive, directly or indirectly, compensation for his services other than prescribed by the administrator of the institution, nor shall he receive any compensation whatever for any act or services he
performs for or on behalf of a contractor, or any agent or employee of a contractor.

B. No non-staff personnel shall make a gift or present to or receive a gift form an inmate, or barter or deal with an inmate.

C. Any person violating this section shall be discharged from office or service, and every contractor, or employee or agent of a contractor, shall not be permitted to act or serve again as such contractor, agent or employee.

ARS 31-231 Unauthorized communication with prisoners: penalty

A person not authorized by law who, without the permission of the officer in charge of the state prison, communicates with a person imprisoned or detailed therein, or who takes any letter, writing, literature or reading matter to or from a person imprisoned or detained therein, is guilty of a misdemeanor.

_________________________________________  _____________________________
Signature  Date