



OFFICE OF THE SECRETARY

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 North Little Rock, Arkansas 72114
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 DOC.ARKANSAS.GOV

4/13/2022

Senator Kim Hammer, Co-Chair
 Arkansas Legislative Council
 Administrative Rules Subcommittee
 Via Email

Representative Les Eaves, Co-Chair
 Arkansas Legislative Council
 Administrative Rules Subcommittee
 Via Email

Dear Co-Chairs,

Please consider this as the Department of Corrections (DOC) quarterly report on new and revised secretarial directives issued during the first quarter of Calendar Year 2022. There were no new or revised administrative memorandums issued during the first quarter. Submitted along with this letter are copies of the following directives:

Arkansas Department of Corrections	
Secretarial Directive Summary	Beginning Page #
<p>SD 2022-01 Modified In-Person Visitation for COVID-19 Mitigation (effective: 1/1/2022) This Secretarial Directive was amended to state that visitation will be limited to two (2) visitors from an offender's approved visitation list. The restriction that visitation be limited to adult immediate family members has been lifted.</p>	Markup: 001 Clean: 006
<p>SD 2022-02 Employee Grievance Procedure (effective: 1/26/2022) This Secretarial Directive was amended to make several changes: The Employee now has 5 days from the date of a disputed action to submit the Department Grievance/Complaint form: Information on the Informal Complaint process was added to clarify the process for filing an informal complaint; The EEO/Grievance Officer will now preside over hearings instead of utilizing a Chairperson, in order to provide consistency in how the hearing is carried out; Grievance process for staff in shared services was clarified; The time allotted for each party, during the hearing, was changed from different segments (opening, body, closing) to a 1 overall total amount of time; The Director/Chief of Staff's time for submission of their decision increased from 5 days to 10 days to allow for more review time of the administrative record.</p>	Markup: 011 Clean: 028

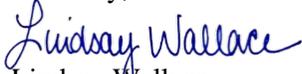
Division of Correction	
Administrative Directive Summary	Beginning Page #
<p>AD 2022-01 Funds and Transportation for Released Inmates (effective: 1/18/2022) This Administrative Directive has been updated to state that Carriers must bill the ADC for tickets based on the Inmate Transportation Exchange Order or the reservation system. The carrier sends a monthly invoice to ADC Accounts Payable with a copy of the original form. Procedures for reserving tickets have been added to the policy. The Inmate Transportation Exchange Order has been updated.</p>	Markup: 045 Clean: 048

<p>AD 2022-02 Tool Control (effective: 1/20/2022)</p> <p>This Administrative Directive was updated to state that the Unit Warden/Work Release Center Supervisor will designate a Tool Control Officer who will be responsible for the operation and management of the tool control program. The Tool Control Officer or designee will be authorized to issue tools. The Missing Tool Log will be maintained and updated by the Tool Control Officer and distributed to the warden or his/her designee for review on a monthly basis. When the Tool Control Officer disposes of a broken tool, he/she must complete an incident report (005) to evidence the disposal.</p>	<p>Markup: 051 Clean: 072</p>
<p>AD 2022-03 Inmate Panels (effective: 1/20/2022)</p> <p>This Administrative Directive was updated to add criteria that inmates must meet to be considered for placement on an Inmate Panel; The appropriate Deputy Director must be notified and approve all Inmate Panel trips. Only inmates who are Class 1-A or 1-B shall be permitted to participate in an inmate panel trip. The Warden must approve a Class 1-C inmate for participation in an inmate panel trip. When an individual is ordered by an Arkansas Court to complete a One Day Tour of an ADC facility, the Inmate Panel will speak to the court ordered individual.</p>	<p>Markup: 093 Clean: 096</p>
<p>AD 2022-04 Facility, Program, and Court Ordered Tours (effective: 1/27/2022)</p> <p>This Administrative Directive was updated to state that all group tours will be arranged through the Communications Division, Public Information Office. The Communications Director or designee must always accompany tours with members of Board of Corrections, General Assembly, Attorney General's Office, and the Governor's staff. If a request to admit a tour participant who is younger than fourteen (14) is received by the Communications Director, that request will be reviewed, and either approved or denied by the ADC Director or the Director's designee may schedule a tour at an alternate time. Members of tour groups will not be permitted to touch inmates such as shaking hands, hugging, or pats on the back. Conduct that threatens the safety and good order of the facility will not be permitted and may result in termination of the tour and denial of any future visits to a correctional facility, etc.</p>	<p>Markup: 099 Clean: 105</p>
<p>AD 2022-05 Prison Industry Enhancement Certification Program (effective: 1/27/2022)</p> <p>The changes that were made to this Administrative Directive were to add the new contract between the PIECP and the Division which reflects that the program is now operated at the Grimes Unit. The Prison Industries Enhancement Certification Program Application was added to the policy.</p>	<p>Markup: 111 Clean: 131</p>
<p>AD 2022-06 Use of Inmates in Staff Homes (effective: 1/27/2022)</p> <p>This Administrative Directive was updated to add personnel such as the Secretary, and a Superintendent as eligible to be assigned an inmate to work in their home on ADC property. Consistent with this policy, the age of a minor child was clarified as under age 16. An inmate must be Trusty Status to be eligible for approval. Any deviations from normal work hours must be approved by the Superintendent or Warden. A Staff Acknowledgment Form was added as an attachment to the policy.</p>	<p>Markup: 151 Clean: 154</p>
<p>AD 2022-07 ACIC/NCIC Operations and Procedures (effective: 2/22/2022)</p> <p>This Administrative Directive was updated to provide the incident response procedure that must be followed whenever there is a breach or misuse of the ACIC/NCIC system by an ACIC operator. The initial training of all persons that are assigned to any position dealing with CJJ must be completed within 30 days of assignment.</p>	<p>Markup: 157 Clean: 160</p>
<p>AD 2022-08 Disciplinary Court Review (effective: 3/30/2022)</p> <p>This AD was updated to add that a charged inmate must be given at least twenty-four (24) hours prior notice of a disciplinary proceeding.</p>	<p>Markup: 163 Clean: 165</p>

Administrative Directive Summary

The Arkansas Division of Community Correction did not issue any administrative directives or administrative memoranda between January 1, 2022, and March 31, 2022.

Sincerely,



Lindsay Wallace

Chief of Staff

Department of Corrections

Cc: Solomon Graves, Secretary, Department of Corrections
Christine Cryer, Chief Legal Counsel, Department of Corrections
Dexter Payne, Director, Division of Correction
Jerry Bradshaw, Director, Division of Community Correction
Benny Magness, Chairman, Board of Corrections
File

Enclosure



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SECRETARIAL DIRECTIVE

SUBJECT: Supplemental Guidance for Modified In-Person Visitation During the COVID-19 Public Health Emergency
NUMBER: 2022-01 SUPERSEDES: 2020-10
APPLICABILITY: All Department of Corrections Employees, Inmates, and Residents
REFERENCE: Ark. Code Ann. § 25-43-105, §25-43-108, § 25-43-403
ISSUED BY: EFFECTIVE DATE:



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Deleted: 2020-10
Deleted: None
Deleted: §25-43-108, § 25-43-403
Deleted: Solomon Graves
Deleted: November 19, 2020

I. PURPOSE:

As the executive head of the Department of Corrections (hereafter referred to as DOC or Department), it is the responsibility of the Secretary to establish a process, in conjunction with the Arkansas Department of Health (hereafter referred to as ADH) to mitigate the COVID-19 transmission risk during in-person visitation at the DOC's various prisons, work release, supervision sanction, and community correction centers (hereafter referred to as correctional facilities).

II. PROCEDURES:

This directive shall be implemented in conjunction with existing Division policies governing inmate and resident visitation.

SARS-CoV-2, the virus responsible for COVID-19, is a highly transmissible virus and correctional facilities by nature often house persons who are highly susceptible to COVID-19. As a result, visitation by persons outside of a correctional facility with offenders residing within that facility presents an increased risk of virus transmission and negative outcomes.

Each correctional facility must notify all offenders and all visitors of the increased risk described above that visitation presents so that they can make informed decisions for themselves and their loved ones on whether they will participate in visitation. Correctional facilities shall conspicuously list the risk described above on all visitor screening forms completed to document visitation allowed under this directive (See Attachment 2). At the direction of a Division Director or the Secretary of Corrections, a completed COVID-19 Visitor Screening Form may be provided to public health personnel.

The risk above shall also be displayed on signage posted in the entrance areas of each correctional facility.

Eligibility for In-Person Visitation

A correctional facility is eligible for in-person visitation if each of the following criteria are met:

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Deleted: All correctional facilities will continue to prohibit in-person visitation except as allowed for by this directive. This directive shall be implemented in conjunction with existing Division policies governing inmate and resident visitation. This directive does not establish a requirement for any correctional facility to provide in-person visitation during the COVID-19 Public Health Emergency.

- A. The COVID-19 offender positivity rate in the previous fourteen (14) calendar days, measured from the date of the facility’s latest newly positive COVID-19 test offender test result, does not exceed 5% of the total number of offenders tested;

Notes:

- 1. Positive COVID-19 cases identified while an inmate/resident is in quarantine immediately following their initial intake will not be counted toward the 5% positivity rate.
- 2. No inmate/resident currently under quarantine will be allowed to have an in-person visit.

- B. The facility has implemented a plan to test all staff for COVID-19 prior to entry to the facility, including contractors and vendors;
- C. The COVID-19 positivity rate, for all permanently assigned facility and medical staff, in the previous fourteen (14) calendar days, measured from the date of the facility’s latest newly positive COVID-19 staff test result, does not exceed 10% of the total number of staff tested;
- D. The facility has submitted an approved visitation plan to its Division Director which provides for, at a minimum, the following:
 - 1. The screening of all visitors for symptoms commonly associated with COVID-19 (See Attachment 1). The facility will restrict access to the facility to all persons who meet any screening criteria for restricted access.
 - 2. The distribution of a face mask to all visitors for use during visitation.
 - 3. The availability of an adequate supply of hand sanitizer for staff, offenders, and visitors.
 - 4. The arrangement of visitation areas to enforce a minimum of six (6) feet of distance between each visitation group.
- E. The facility has adequate PPE to meet the needs of offenders, visitors, and staff.

To aid in proper social distancing in designated visiting areas, each correctional facility approved for visitation will observe the following:

- A. Each offender will be limited to two (2) visitors from their approved visitation list.
- B. Visitors will be prohibited from using the restroom, except for an emergency.
- C. Vending machine and concession sales are prohibited.
- D. Visitation will be by appointment only and limited to one (1) hour in length.
- E. Barriers will be erected between inmate/residents and visitors when deemed necessary by a Division Director, or designee.

No portion of this directive shall be interpreted to restrict entrance to a correctional facility by the Board of Corrections or its Compliance Division, law enforcement, emergency personnel, or representatives from other government entities seeking entrance in their official capacities. Law enforcement, emergency personnel, or representatives from other government entities must wear a face mask and sanitize their hands prior to entering a facility.

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Additional Requirements for Correctional Facility Visitation

Correctional facilities must monitor all visits to ensure compliance with visitation requirements. Correctional facilities must have operating plans which provide adequate staff to safely move offenders to and from visitation, enforce the wearing of face masks by all inmates/residents and visitors, generally monitor visitation, and ensure that visitation areas are thoroughly cleaned with an EPA-approved disinfectant after each visitation.

All visitors must remain in their vehicles outside the facility until fifteen (15) minutes prior to their scheduled visitation. Visitors will wear a face mask once they leave their vehicle.

Suspension of Visitation Within an Otherwise Eligible Facility

While a correctional facility may be eligible for in-person visitation, a Division Director or the Secretary of Corrections may otherwise suspend visitation. Such a suspension may be based on either the recommendation of the ADH, or the Department’s contracted medical provider, that a suspension is necessary to mitigate the risk of COVID-19 transmission.

The Department will fully comply with any restrictions on visitation provided by ADH, in writing, if ADH determines that restrictions are appropriate due to circumstances in a particular facility, community, or the state.

Current facility visitation status will be made available on the Department’s website. Visitation suspensions will also be reported, by the Secretary or a Division Director, to the Assistant to the Board of Corrections.

III. ATTACHMENTS:

- 1. Correctional Facility Screening Guidance
- 2. Department of Corrections COVID-19 Visitor Screening Form

Attachment 1

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Correctional Facility Visitor Screening Guidance

A correctional facility must screen every visitor, and all other persons who enter the facility, including without limitation employees of the facility, contractors, and vendors. Specifically, each facility must screen for the following:

1. Temperature of 100.4 F or higher as measured by the facility;
2. Temperature of 100.4 F or above within the last 24 hours;
3. No positive test for COVID-19 within the last fourteen (14) calendar days;
4. No worsening of other symptoms of COVID-19 within the last 24 hours, with other symptoms of COVID-19 including without limitation cough, shortness of breath, sore throat, or the loss of taste or smell; and
5. No close contact within the last fourteen (14) calendar days with a person who is positive with COVID-19, with a close contact being contact within six (6) feet for longer than fifteen minutes without appropriate PPE.

Correctional facilities must restrict entry to any person who meets any one of the above screening criteria.

Correctional facilities must document all visitors entering the facility utilizing Attachment 2. At the direction of a Division Director or the Secretary of Corrections, a completed COVID-19 Visitor Screening Form may be provided to public health personnel.

Attachment 2

Department of Corrections COVID-19 Visitor Screening Form

Visitor Name: _____ Date and Time of Visit: _____ | _____ a.m./p.m.

Home Address: _____ City: _____ State: _____ Zip: _____

Telephone Number: _____ Offender Visited: _____ ADC#: _____

Have you had a positive COVID-19 test? Yes No | If yes, what was the date of the positive test?

_____ Have you had any of the following symptoms in the past 72 hours?

- | | | |
|---|---|---|
| <input type="checkbox"/> Fever ($\geq 100.4^{\circ}\text{F}$) | <input type="checkbox"/> Nausea or Diarrhea | <input type="checkbox"/> Chills/Shaking with Chills |
| <input type="checkbox"/> Cough | <input type="checkbox"/> Muscle Aches or Pains | <input type="checkbox"/> Sore Throat |
| <input type="checkbox"/> Shortness of Breath | <input type="checkbox"/> New Loss of Taste or Smell | <input type="checkbox"/> Headache |
| <input type="checkbox"/> Fatigue | <input type="checkbox"/> Congestion or Runny Nose | |

Have you been exposed to anyone with a positive COVID-19 test or any of these symptoms? Yes No If yes, document date of exposure and circumstances: _____

By my signature below, I certify that my responses to the questions above are true and accurate to the best of my knowledge. I also understand that if any of the responses are knowingly false when made that my visitation privileges will be revoked for one (1) year. Finally, I express my understanding and agreement to do the following, as conditions of visitation:

- I understand I must always wear a face mask, provided by the facility, during my visit.
- I understand that I must remain at least six feet away, or behind a designated barrier, from the inmate/resident during visitation.
- I understand I may not hug, kiss, shake hands with, or touch the inmate/resident during visitation.
- I understand I must clean my hands with alcohol-based hand rub or by handwashing before and after my visit.
- I understand I may not use the restroom, eat, or drink during my visit.
- I understand that if I develop any of the above-identified symptoms of COVID-19 within 72 hours of my visit, I must notify the facility immediately.
- I understand that if I am notified that I was exposed to a person prior to my visit that tested positive for COVID-19, I must notify the facility immediately.
- I understand that I will be directed to the visitation area and I must remain in the visitation area.
- I understand that the visitation will be monitored to observe adherence to these conditions.
- I understand that if I fail to abide by any of these conditions of visitation the privilege of visitation will be revoked for one (1) year.**
- I further understand that SARS-CoV-2, the virus responsible for COVID-19, is a highly transmissible virus and correctional facilities by nature often house offenders who are highly susceptible to COVID-19. Visitation by persons outside of a correctional facility with offenders residing within that facility presents an increased risk of virus transmission and negative outcomes.**

Signature of Visitor

Date

FOR DOC Staff Use: Visitor's Temperature: _____°F Screener Initials: _____

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Eligibility for In-Person Visitation

A correctional facility is eligible for in-person visitation if each of the following criteria are met:

- A. The COVID-19 offender positivity rate in the previous fourteen (14) calendar days, measured from the date of the facility's latest newly positive COVID-19 test offender test result, does not exceed 5% of the total number of offenders tested;
 1. Positive COVID-19 cases identified while an inmate/resident is in quarantine immediately following their initial intake, or return from furlough, court, or an outside hospital, will not be counted toward the 5% positivity rate.
 2. No inmate/resident currently under quarantine will be allowed to have an in-person visit.
- B. The facility has implemented a plan to test all staff for COVID-19 prior to entry to the facility, including contractors and vendors;
- C. The COVID-19 positivity rate, for all permanently assigned facility and medical staff, in the previous fourteen (14) calendar days, measured from the date of the facility's latest newly positive COVID-19 staff test result, does not exceed 10% of the total number of staff tested;
- D. The facility has submitted an approved visitation plan to its Division Director which provides for, at a minimum, the following:
 1. The screening of all visitors for symptoms commonly associated with COVID-19 (See Attachment A). The facility will restrict access to the facility to all persons who meet any screening criteria for restricted access.
 2. The distribution of a face mask to all visitors for use during visitation.
 3. The availability of an adequate supply of hand sanitizer for staff, offenders, and visitors.
 4. The arrangement of visitation areas to enforce a minimum of six (6) feet of distance between each visitation group.
- E. The facility has adequate PPE to meet the needs of offenders, visitors, and staff.

To aid in proper social distancing in designated visiting areas, each correctional facility approved for visitation will observe the following:

- A. Each offender will be limited to two (2) visitors from their approved visitation list.
- B. Visitors will be prohibited from using the restroom, except for an emergency.
- C. Vending machine and concession sales are prohibited.
- D. Visitation will be by appointment only and limited to one (1) hour in length.
- E. Barriers will be erected between inmate/residents and visitors when deemed necessary by a Division Director, or designee.

No portion of this directive shall be interpreted to restrict entrance to a correctional facility by the Board of Corrections or its Compliance Division, law enforcement, emergency personnel, or representatives from other government entities seeking entrance in their official capacities. Law enforcement, emergency personnel, or representatives from other government entities must comply with any other entrance policies or procedures implemented by the Department prior to entering a DOC facility.

Additional Requirements for Correctional Facility Visitation

Correctional facilities must monitor all visits to ensure compliance with all visitation requirements. Correctional facilities must have operating plans which provide adequate staff to safely move offenders to and from visitation, enforce compliance with all policies and ensure that visitation areas are thoroughly cleaned with an EPA-approved disinfectant after each visitation.

All visitors must remain outside the facility until fifteen (15) minutes prior to their scheduled visitation. Visitors will wear a face mask once they leave their vehicle.

Suspension of Visitation Within an Otherwise Eligible Facility

While a correctional facility may be eligible for in-person visitation, a Division Director or the Secretary of Corrections may otherwise suspend visitation. Such a suspension may be based on either the recommendation of the ADH, or the Department's contracted medical provider, that a suspension is necessary to mitigate the risk of COVID-19 transmission.

The Department will consider any guidance on visitation provided by ADH, in writing, if ADH determines that restrictions are appropriate due to circumstances in a particular facility, community, or the state.

Current facility visitation status will be made available on the Department's website. Visitation suspensions will also be reported, by the Secretary or a Division Director, to the Assistant to the Board of Corrections.

III. ATTACHMENTS:

- A. Correctional Facility Screening Guidance
- B. Department of Corrections COVID-19 Visitor Screening Form

Attachment A**Correctional Facility Visitor Screening Guidance**

A correctional facility must screen every visitor, and all other persons who enter the facility, including without limitation employees of the facility, contractors, and vendors. Specifically, each facility must screen for the following:

1. Temperature of 100.4 F or higher as measured by the facility;
2. Temperature of 100.4 F or above within the last 24 hours;
3. No positive test for COVID-19 within the last fourteen (14) calendar days;
4. No worsening of other symptoms of COVID-19 within the last 24 hours, with other symptoms of COVID-19 including without limitation cough, shortness of breath, sore throat, or the loss of taste or smell; and
5. No close contact within the last fourteen (14) calendar days with a person who is positive with COVID-19, with a close contact being contact within six (6) feet for longer than fifteen minutes without appropriate PPE.

Correctional facilities must restrict entry to any person who meets any one of the above screening criteria.

Correctional facilities must document all visitors entering the facility utilizing Attachment B. At the direction of a Division Director or the Secretary of Corrections, a completed COVID-19 Visitor Screening Form may be provided to public health personnel.

Attachment B

Department of Corrections COVID-19 Visitor Screening Form

Visitor Name: _____ Date and Time of Visit: _____ | _____ a.m./p.m.

Home Address: _____ City: _____ State: _____ Zip: _____

Telephone Number: _____ Offender Visited: _____ ADC#: _____

Have you had a positive COVID-19 test? Yes No | If yes, what was the date of the positive test?

_____ Have you had any of the following symptoms in the past 72 hours?

- | | | |
|---|---|---|
| <input type="checkbox"/> Fever (≥ 100.4 °F) | <input type="checkbox"/> Nausea or Diarrhea | <input type="checkbox"/> Chills/Shaking with Chills |
| <input type="checkbox"/> Cough | <input type="checkbox"/> Muscle Aches or Pains | <input type="checkbox"/> Sore Throat |
| <input type="checkbox"/> Shortness of Breath | <input type="checkbox"/> New Loss of Taste or Smell | <input type="checkbox"/> Headache |
| <input type="checkbox"/> Fatigue | <input type="checkbox"/> Congestion or Runny Nose | |

Have you been exposed to anyone with a positive COVID-19 test or any of these symptoms? Yes No If yes, document date of exposure and circumstances: _____

By my signature below, I certify that my responses to the questions above are true and accurate to the best of my knowledge. I also understand that if any of the responses are knowingly false when made that my visitation privileges will be revoked for one (1) year. Finally, I express my understanding and agreement to do the following, as conditions of visitation:

1. I understand I must always wear a face mask, provided by the facility, during my visit.
2. I understand that I must remain at least six feet away, or behind a designated barrier, from the inmate/resident during visitation.
3. I understand I may not hug, kiss, shake hands with, or otherwise make contact with the inmate/resident during visitation.
4. I understand I must clean my hands with alcohol-based hand rub or by handwashing before and after my visit.
5. I understand I may not use the restroom, eat, or drink during my visit.
6. I understand that if I develop any of the above-identified symptoms of COVID-19 within 72 hours of my visit, I must notify the facility immediately.
7. I understand that if I am notified that I was exposed to a person prior to my visit that tested positive for COVID-19, I must notify the facility immediately.
8. I understand that I will be directed to the visitation area and I must remain in the visitation area.
9. I understand that the visitation will be monitored to observe adherence to these conditions.
10. **I understand that if I fail to abide by any of these conditions of visitation the privilege of visitation will be revoked for one (1) year.**
11. **I further understand that SARS-CoV-2, the virus responsible for COVID-19, is a highly transmissible virus and correctional facilities by nature often house offenders who are highly susceptible to COVID-19. Visitation by persons outside of a correctional facility with offenders residing within that facility presents an increased risk of virus transmission and negative outcomes.**

Signature of Visitor

Date

FOR DOC Staff Use: Visitor's Temperature: _____ °F Screener Initials: _____

C. The Division Director, Chief of Staff, and/or the Secretary may intervene at any step in the grievance/mediation procedure if they determine that direct action is necessary to resolve the grievance.

D. Decision-making supervisors retain the option to increase or decrease disciplinary measures if circumstances warrant such action.

E. Either party may be represented by legal counsel at each step of the dispute resolution process except during any informal discussions between the grievant and supervisor held prior to the filing of a grievance. Attorney's fees shall not be awarded.

F. The procedures established in this policy recognize the employment-at-will doctrine and its exceptions as defined by the Arkansas Supreme Court and do not confer a property right in employment, either expressed or implied.

G. Access to any of these procedures does not prohibit an employee from pursuing remedies outside these procedures. An employee reserves the right to file a complaint with a federal entity (i.e., EEOC) or pursue the matter in court.

H. The Department and its employees shall not engage in retaliation or harassment against an employee for using the grievance process, pursuing outside remedies, or attempt to influence such processes at any step. Any employee engaging in this type of activity may receive disciplinary action as a result.

I. Employees are encouraged to follow their chain of command during grievance procedures set forth in this policy.

J. All Department employees must sign the Employee Acknowledgement of Receipt form (Attachment #6) upon receiving and reading this policy. The employee must submit the physical copy to their HR Manager. Employees may sign the form via EASE or the Employee Acknowledgment attached to this policy. The signed Employee Acknowledgment must be submitted to Central Human Resources and will be retained as part of the employee's employment record.

IV. ELIGIBILITY FOR GRIEVANCE:

A. Pursuant to A.C.A. §§ 21-1-701, only a termination or suspension without pay are deemed grievable matters for employees. No grievance rights, including those for suspension or termination, are afforded for violation of the Arkansas State Vehicle Safety Program mandates of the Arkansas Insurance Department.

B. The following are not considered an "employee" under this policy and are therefore not afforded grievance rights:

1. an employee on new-hire probationary status (begins the date of hire or rehire and lasts one year),
2. an employee on transfer probationary status (six months from date of transfer from another state agency or transfer to a different class code),
3. a temporary employee,
4. an independent contractor,
5. an extra help employee, or
6. an appointee of the Governor or the Board of Corrections.

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c. Informal complaints will be forwarded to the employee's immediate supervisor, unless the employee's immediate supervisor is the subject of or included in the informal complaint.

i. If the employee's immediate supervisor is the subject of the informal complaint, the informal complaint will be forwarded up the chain of command to the immediate supervisor of the supervisor of the employee making the complaint.

ii. Any complaints regarding sexual harassment must be reported by the employee directly to their decision-making supervisor following the procedure set forth in the Department's Sexual Harassment Policy. If their decision-making supervisor is named a party in a sexual harassment report, the employee must report the sexual harassment to their division's Assistant Director, Deputy Director, or the decision-making supervisor next in the chain of command.

iii. If the employee alleges unlawful discrimination, retaliation, harassment, or a hostile work environment in their grievance, but the grievance is determined to be non-grievable, the EEO/Grievance Officer must forward a copy of the grievance to the grievant's decision-making supervisor and division's Assistant Director, Deputy Director, or the decision-making supervisor next in the chain of command to ensure the claim is brought to their attention. The EEO/Grievance Officer also must notify the Department's Chief Legal Counsel of the grievance. The decision-making supervisor must forward a copy of his or her finding to the appropriate Assistant Director or Deputy Director to ensure management review of the allegation and outcome.

d. The informal complaint will be reviewed, and if necessary, investigated by the decision-making supervisor to whom the complaint was forwarded.

e. Upon receiving the complaint, the reviewing and/or investigating supervisor must provide a written response to the employee acknowledging they have received the complaint, verification that the informal complaint was reviewed/investigated, and an outline of what actions, if any, are to be taken.

f. The informal complaint process does not afford an employee with an appeal option.

2. After consultation with the Department's Chief Legal Counsel, if the EEO/Grievance Officer determines that the employee is not eligible to file a grievance or the matter is non-grievable, the employee can appeal to the Office of Personnel Management (OPM) at the Department of Transformation and Shared Services (TSS) for a final determination of grievance eligibility. The employee must submit the appeal to the EEO/Grievance Officer within five (5) business days of receipt of the determination that the complaint is non-grievable.

C. Mediation

1. Once the EEO/Grievance Officer has issued a determination on whether a grievance is in fact grievable (See Section on Determination of Grievable Matters), the employee may request mediation of the matters determined to be grievable. Employees may familiarize themselves with information about mediation using the Mediation Information Sheet (Attachment #2) and this section.

2. Employees electing to engage in mediation procedures for matters that are eligible for mediation must complete the Agreement to Mediate form (Attachment #3). The completed form must be returned to the EEO/Grievance officer.

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action within ten (10) business days of the decision. If any documentation is to be removed from a grievant's personnel file (i.e., a disciplinary report), the personnel responsible for taking this action will prepare a memorandum to be sent to the Department's Central Human Resources requesting that the documentation be removed. The appropriate Division Director or Chief of Staff must approve the memorandum before it is sent to Central Human Resources. The memorandum must include specific instructions outlining that the original documents removed from the grievant's personnel file be sent to the EEO/Grievance Officer, who will retain the documents as part of the administrative record.

VI. APPEAL:

- A. The grievant may appeal the Division Director or Chief of Staff's decision to the Secretary using the Grievance Form - Appeal to Secretary (Attachment #4) no later than five (5) business days after receiving the decision. The completed form shall be submitted to the EEO/Grievance Officer. The Secretary's decision will be based on the grievant's administrative record. The Secretary has ten (10) business days from when they receive the appeal to render a final decision.
- B. If the grievant is not satisfied with the Secretary's decision, they may request an appeal hearing. The grievant must file the Grievance Appeal Form with the EEO/Grievance Officer no later than ten (10) business days after receiving the Secretary's decision. If they do not file an appeal within this time frame, the Secretary's decision will stand. Timely appeals will be forwarded to OPM for consideration by the State Employee Grievance Appeal Panel (SEGAP). OPM will assign the case to three (3) SEGAP members. One member will serve as the chair and must be an attorney licensed in the State of Arkansas and a current state employee of the Executive Branch. Once a grievant has filed an appeal with SEGAP, the EEO/Grievance officer will forward all questions concerning the appeal to SEGAP.
- C. Shared Services employees shall file their grievances with the EEO/Grievance Officer and follow all procedures outlined in this policy. Shared Services employees may appeal the decision from their hearing to the Chief of Staff. If they disagree with the Chief of Staff's decision, they may appeal the decision to the Secretary. If the employee does not agree with the Secretary's decision, the employee may appeal to SEGAP using the Grievance Form - Appeal to SEGAP (Attachment #5). The completed form shall be submitted to the EEO/Grievance Officer. If the employee does not agree with SEGAP's decision, they may appeal to the Department of Transformation and Shared Services (TSS) Secretary, by submitting their appeal in writing to the EEO/Grievance Officer.
- D. OPM will schedule the appeal hearing after receiving the grievant's appeal from the EEO/Grievance Officer. The hearing will not be postponed or delayed unless compelling, extenuating circumstances are presented to OPM in writing prior to the date of the appeal hearing. The final decision to postpone or delay the hearing is at the discretion of OPM.
- E. The Department will bear the burden of proof that the termination or suspension without pay was consistent with the Department's Employee Conduct Standards policy. The grievant is then given the opportunity to rebut, contradict, or discredit the Department's case.
- F. SEGAP generally issues a written recommendation no later than ten (10) business days after the hearing and forwards the recommendation to OPM. In the event a disciplinary action is overturned, the recommendation may be appealed to the Secretary of TSS. The Secretary of the Department shall have the final decision on whether the Department will appeal a decision to the Secretary of TSS.

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ATTACHMENT 1



Department of Corrections
Grievance/Complaint Form

This form is used to file a grievance pursuant to A.C.A § 21-1-701 et seq. and the [State of Arkansas Grievance Policy and Procedure](#). This form must be completed and submitted to your Department's Grievance Officer to initiate the process. Supporting documentation may be submitted along with this form. Contact your human resources office for more information regarding your Department's grievance policy.

Department: [] Division, if applicable: []
Employee's Name: [] Job Title: []
Address: [] Supervise: Y/N []
Email Address: [] Phone Number: []
Supervisor's Name: []

In order for a complaint to be processed, the following information must be provided:

- 1. What disciplinary action are you grieving?
 Termination Suspension Other []
- 2. What was the date of the disciplinary action? []
- 3. What action have you taken to address the situation with your immediate supervisor?
[]
- 4. What remedy do you request?
[]
- 5. I request as my first step: Mediation Administrative Review Hearing

[] Employee's Signature [] Date

Official Use Only

Grievable: Yes No If no, explain:

[]

[] Grievance Officer's Name [] Grievance Officer's Signature [] Date

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Department of Corrections
Grievance Form

This form is used to file a grievance pursuant to [A.C.A § 21-1-701 et seq.](#) and the [State of Arkansas Grievance Policy and Procedure](#). This form must be completed and submitted to your Department's Grievance Officer to initiate the process. Supporting documentation may be submitted along with this form. Contact your human resources office for more information regarding your Department's grievance policy.

Department: []
Employee's Name: []
Address: []
Email Address: []
Supervisor's Name: []

In order for a complaint to be processed, the following information must be provided:

- 1. What disciplinary action are you grieving?
 Termination Suspension
- 2. What was the date of the disciplinary action? []
- 3. What action have you taken to address the situation with your immediate supervisor?
[]
- 4. What remedy do you request?
[]
- 5. I request as my first step: Mediation Administrative Review Hearing

[] Employee's Signature

Official Use Only

Grievable: Yes No If no, explain:

[]

[] Grievance Officer's Name [] Grievance Officer's Signature [] Date

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ATTACHMENT 2**State of Arkansas Grievance Mediation Program*****What is Mediation and the State of Arkansas Grievance Mediation Program?***

Mediation is an avenue to resolve disputes between conflicting parties. In mediation, a neutral person called a Mediator helps the parties explore ways to resolve their differences and reach an agreement that best addresses their interests. The parties must be willing to work out the problems between them. Mediation does not focus on who is right or wrong, and the Mediator has no authority to make the decision for the parties. A Mediator facilitates the mediation session and guides the parties to become their own decision-makers by understanding and listening to each other.

The State of Arkansas Grievance Mediation Program supports the resolution of differences between supervisors and employees in state government. It is a commitment to a positive approach and joint ownership of concerns and solutions. An eligible employee can request mediation through the grievance program only for a termination or suspension.

Why should I use the Mediation Program?

Mediation is generally faster and less formal in both time and resources for all parties involved. The goal of mediation is that the parties choose to work together to create solutions. Remember the Mediator is a neutral individual who is trained in conflict resolution techniques and who facilitates the conversation.

How does the Grievance Mediation Program work?

The mediation process is initiated when an employee contacts their department's Grievance Officer to request that their termination or suspension be resolved using the grievance process. The employee will submit the Grievance Form to the Grievance Officer and indicate whether they want mediation as their first step. The Grievance Officer will determine whether the complaint is eligible to be reviewed as part of the grievance program.

If the department agrees to mediation, the Grievance Officer will contact all participants to sign the Agreement to Mediate form and to determine a date, time and location that is agreed to by the parties. The Grievance Officer will then contact the Office of Personnel Management (OPM) who assigns a Mediator. Both parties may have a representative or attorney present at the mediation, but witnesses are not permitted. The mediation session is confidential. At the conclusion of the mediation, a Settlement Agreement or a Non-settlement Decision is signed by all parties including the Mediator. The results of the mediation are forwarded to OPM. Any discussion or notes from the mediation is kept confidential.

How can further information about the Grievance Mediation Program be obtained?

For more information, contact the Grievance Coordinator at: OPM.Disputeresolution@dfa.arkansas.gov or visit: <https://www.transform.ar.gov/personnel/dispute-resolution/>.

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AGREEMENT TO MEDIATE

Arkansas Department of Corrections

1. I understand that this is an agreement by the parties to attempt to resolve the following issues by submitting the matters to mediation:

Four horizontal lines for text entry.

2. I understand that mediation is a dispute resolution process that is non-adversarial in nature and seeks to find reconciliation between disputing parties. The mediation process does not declare winners or losers. The main focus is to seek a resolution that is informal, timely, and is advantageous to both parties.

3. I understand that the Mediator is committed to treating this matter in a fair and unbiased way. The Mediators' role is to facilitate and help the parties themselves reach a mutually satisfactory resolution to the problem. The decision-making power rests with the parties, not the Mediator. If the parties cannot agree on a resolution, the Mediator will NOT impose a resolution nor will he/she offer judgment as to which party, if any, is at fault. If an impasse exists, either party or the Mediator may stop the proceedings.

4. I understand that the Mediator has no authority to make decisions or act as a judge or arbitrator. Although the Mediator may be an attorney, the Mediator will not act as an advocate for any party in the mediation. To the extent either the employee or the agency wishes to have a representative or legal counsel to consult with or assist at any stage in the mediation, the party is responsible for taking steps to obtain such a person.

5. I understand that mediation is a confidential process. Any documents submitted to the Mediator and statements made during the mediation are for settlement purposes only. I agree not to subpoena or request the Mediator to serve as a witness or request or use as evidence any materials prepared by the Mediator for the mediation, with the exception of a Settlement Agreement signed by the parties. In no event will the Mediator voluntarily testify on behalf of any party or submit any type of report in connection with this mediation. However, I understand that matters that are admissible in a court of law or other administrative process continue to be admissible, if otherwise discoverable, even though brought up in a mediation session.

6. Mediation is private, confidential, and privileged from discovery. To ensure confidentiality, any writings or notes made or taken during the mediation session by the Mediator, or either party and/or representatives shall be collected and destroyed by the Mediator, in the presence of all, prior to adjournment of the mediation.

7. I understand that no party shall be bound by anything said or done at the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the Mediator shall reduce the agreement to writing, and when signed and approved by the parties and/or appropriate authorities, the Settlement Agreement shall be legally binding upon all parties to the agreement.

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Attachment 3 – Page 2 of 2

8. In electing to use mediation, I understand that no external statutory deadlines are waived and that all external statutory deadlines must be adhered to.

9. The employee's rights to pursue external formal processes are not waived and will be protected during the mediation process. At the same time, the employee's responsibilities to comply with all requirements of any external administrative or court process, e.g., time limits, points of contact, ARE NOT WAIVED and must be followed.

10. I understand that in the event the mediation is terminated for any reason, the employee may continue to pursue the matter through the fact-finding process. The employee may also pursue the matter through any external formal resolution of the matter as he/she sees fit as long as they are within statutory time limits.

11. No admission of guilt or wrongdoing by either party is implied, and none should be inferred, by participation in this process.

12. I will sincerely attempt to resolve this matter; agree to cooperate with the Mediator assigned to this matter; and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem. I will conduct myself in a courteous and non-hostile manner, use appropriate language, and allow the Mediator to interrupt the process if they feel a caucus or break is needed to facilitate the mediation process. I enter into this process in good faith.

13. The Mediator agrees to notify the parties, their representatives, and the appropriate management official of the status and results of the mediation process, including settlements, withdrawal from, and/or unsuccessful conclusion of the process within one (1) business day of the conclusion or termination of the process.

BY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT TO PARTICIPATE IN MEDIATION:

EMPLOYEE'S SIGNATURE _____ DATE _____

EMPLOYEE REPRESENTATIVE'S SIGNATURE (if appropriate) _____ DATE _____

MANAGEMENT OFFICIAL'S SIGNATURE _____ DATE _____

AGENCY REPRESENTATIVE'S SIGNATURE (if appropriate) _____ DATE _____

MEDIATOR'S SIGNATURE _____ DATE _____

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Attachment 4

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Department of Corrections
Grievance Form - Appeal to SECRETARY

OPM Case #

This form is used to file a request for an appeal hearing before the DOC Secretary.

Department: [] Division, if applicable: []
Employee's Name: []
Job Title: [] Grade: []
Email Address: [] Phone Number: []
Supervisor's Name: []

In order for a grievance appeal to be processed, the following information must be provided:

1. Why are you appealing the Director's, or designee's, decision?

[]

2. What remedy do you request?

[]

[]

Employee's Signature

[]

Date

Agency Use Only

Eligible for Appeal: Yes No If no, explain:

[]

[]

Agency Official's Name

[]

Agency Official's
Signature

[]

Date

Attachment 5

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State of Arkansas
Grievance Form - Appeal to SEGAP

OPM Case #

This form is used to file a request for an appeal hearing before the State Employee Grievance Appeal Panel (SEGAP) pursuant to A.C.A § 21-1-701 et seq. and the State of Arkansas Grievance Policy and Procedure. This form must be completed and submitted to your Department's Grievance Officer.

Department: Division, if applicable:

Employee's Name:

Job Title: Grade:

Email Address: Phone Number:

Supervisor's Name:

In order for a grievance appeal to be processed, the following information must be provided:

1. Why are you appealing the Secretary's, or designee's, decision?

2. What remedy do you request?

Employee's Signature
Date

OPM Use Only

Eligible for Appeal: Yes No If no, explain:

OPM Official's Name
OPM Official's Signature
Date

Attachment 6



OFFICE OF THE SECRETARY
1302 Pike Avenue, Suite C
North Little Rock, Arkansas 72114
Phone: (501) 682-3309 | Fax: (501) 534-3958
DOC.ARKANSAS.GOV

EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE GRIEVANCE PROCEDURES

I have received a copy of the Arkansas Department of Corrections Secretarial Directive on Employee Grievance Procedures. I understand that it is my responsibility to read and become familiar with all standards, policies, and procedures for grievances outlined in this policy.

I acknowledge that these procedures outline my eligibility for grievance rights, and I am only awarded grievance rights under the provisions set forth in this policy. Furthermore, I understand that if I have questions regarding this information, it is my responsibility to contact my immediate supervisor for assistance.

Employee Name (printed) AASIS # Employee Signature Date

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EMPLOYEE AC
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I have received a copy of the Arkansas Grievance Procedure and understand t all standards contained herein.

I further understand that I am expected Department of Corrections and if responsibility to contact my immediat

Employee Name (Printed)

Employee ID #

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OFFICE OF THE SECRETARY
 1302 Pike Avenue, Suite C
 North Little Rock, Arkansas 72114
 Phone: (501) 682-3309 | Fax: (501)-534-3958
 DOC.ARKANSAS.GOV

SECRETARIAL DIRECTIVE

SUBJECT: Employee Grievance Procedures

NUMBER: 2022-02

SUPERSEDES: SD 2021-01

APPLICABILITY: All Department of Corrections Employees, excluding Correctional School District Employees

REFERENCE: A.C.A §§ 21-1-701 et seq; 25-43-103, 25-43-105, 25-43-107, and 25-43-403; Executive Order 15-02; AR 229 - Uniform Grievance Procedure; and OPM Policy 63-State Employee Grievance Policy and Procedures.

PAGE: 1 of 10

ISSUED BY: Original signature on file

EFFECTIVE DATE: 1/26/2022

I. PURPOSE:

As the executive head of the Department of Corrections (Department), it is the responsibility of the Secretary to establish a grievance process pursuant to A.C.A. §§ 21-1-701 et seq., for the prompt review, impartial consideration, and equitable disposition of DOC employee grievances. This directive will be distributed to all Department employees. Upon review of revisions to this policy, each employee must sign and return the attached acknowledgement form to the Department Human Resources Administrator or designee.

This directive does not apply to employees of the Department covered under the Teacher Fair Dismissal Act.

II. DEFINITIONS:

- A. Business day. Regular operating hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, except when the Department's administrative offices are closed for observed holidays.
- B. Complaint. An issue or concern submitted in writing to the Equal Employment Opportunity (EEO)/Grievance Officer that begins the grievance process. A complaint that does not meet the requirements for initiating the formal grievance process shall be handled as an informal complaint as described in this policy. The grievant at this stage may be referred to as the complainant.
- C. Decision-Making Supervisor. An individual over the daily operations and decision-making processes of any Department owned or operated facility, office, unit, center, or area of operation, including the Secretary, Division Directors, Wardens, Center Supervisors, Superintendents, Area Managers, or Administrators.
- D. Disputed Action. Employment action being appealed by the employee.

- E. Discrimination. Treating a person or a group of people less favorably or differently based on federally protected characteristics and classes such as race, color, religion, sex, national origin, disability, age (over 40), and genetic information.

Note: The Department's EEO/Grievance Officer will consider the definition of Discrimination from the Equal Employment Opportunity Commission when reviewing claims of discrimination.

- F. Employee. A person regularly employed in a position of state service by the Department of Corrections in which they are compensated on a full-time basis or on a pro rata basis for which a class title and pay grade are established in an appropriation act for the Department in accordance with the Uniform Classification and Compensation Act.

- G. Harassment. Unwelcome conduct that based on protected class status such as race, color, religion, sex, national origin, older age (beginning at 40) disability, or genetic information (including family medical history). Harassment is unlawful and a violation of Department policy when enduring the offensive conduct becomes a condition of employment or the conduct is severe or pervasive enough to create a hostile work environment.

Note: The Department's EEO/Grievance Officer will consider the definition of Harassment from the Equal Employment Opportunity Commission when reviewing claims of harassment.

- H. Hostile Work Environment. Exists when conduct or behavior toward an individual based on their protected class status is severe or frequent enough within a workplace that it creates an environment that is intimidating, hostile, or abusive and makes it difficult for another person to perform their duties.

- I. Investigation. The process by which the Department and/or the Equal Employment Opportunity Commission (EEOC) determine whether illegal discrimination or other violations occurred against a protected class.

- J. Mediation. a collaborative, problem-solving, and joint decision-making process between an employee with a grievable matter and the Department with the assistance of an unbiased mediator.

- K. Retaliation. An act of adverse treatment, seeking revenge, or punishment imposed on an employee because the employee initiated the grievance process, filed a discrimination charge with the EEOC or another agency, participated in a discrimination investigation or lawsuit (i.e., as a witness), or opposed discrimination (i.e., threatened to file a charge of discrimination). Any act of retaliation may involve disciplinary action up to termination.

- L. Sexual Harassment. A type of harassment based on a person's sex that includes unwelcome conduct, advances, requests for sexual favors, verbal comments, or physical harassment of a sexual nature that creates a hostile or offensive work environment or results in an adverse employment decision. (See Definition F. Harassment)

III. GENERAL PROCEDURES:

- A. Employees must communicate grievances by following the procedures set forth in this policy to ensure fair resolution within a reasonable period. The supervisor and grievant shall make reasonable efforts to settle a grievance as quickly as possible through informal discussion. This discussion is encouraged to facilitate a quick and efficient resolution to the grievance.
- B. Participation in the grievance or mediation process is voluntary and may be terminated by the grievant at any stage including if an agreement between the parties is reached.

- C. The Division Director, Chief of Staff, and/or the Secretary may intervene at any step in the grievance/mediation procedure if they determine that direct action is necessary to resolve the grievance.
- D. Decision-making supervisors retain the option to increase or decrease disciplinary measures if circumstances warrant such action.
- E. Either party may be represented by legal counsel at each step of the dispute resolution process except during any informal discussions between the grievant and supervisor held prior to the filing of a grievance. Attorney's fees shall not be awarded.
- F. The procedures established in this policy recognize the employment-at-will doctrine and its exceptions as defined by the Arkansas Supreme Court and do not confer a property right in employment, either expressed or implied.
- G. Access to any of these procedures does not prohibit an employee from pursuing remedies outside these procedures. An employee reserves the right to file a complaint with a federal entity (i.e., EEOC) or pursue the matter in court.
- H. The Department and its employees shall not engage in retaliation or harassment against an employee for using the grievance process, pursuing outside remedies, or attempt to influence such processes at any step. Any employee engaging in this type of activity may receive disciplinary action as a result.
- I. Employees are encouraged to follow their chain of command during grievance procedures set forth in this policy.
- J. All Department employees must sign the Employee Acknowledgement of Receipt form (Attachment #6) upon receiving and reading this policy. The employee must submit the physical copy to their HR Manager. Employees may sign the form via EASE or the Employee Acknowledgment attached to this policy. The signed Employee Acknowledgement must be submitted to Central Human Resources and will be retained as part of the employee's employment record.

IV. ELIGIBILITY FOR GRIEVANCE:

- A. Pursuant to A.C.A. §§ 21-1-701, only a termination or suspension without pay are deemed grievable matters for employees. No grievance rights, including those for suspension or termination, are afforded for violation of the Arkansas State Vehicle Safety Program mandates of the Arkansas Insurance Department.
- B. The following are not considered an "employee" under this policy and are therefore not afforded grievance rights:
 - 1. an employee on new-hire probationary status (begins the date of hire or rehire and lasts one year),
 - 2. an employee on transfer probationary status (six months from date of transfer from another state agency or transfer to a different class code),
 - 3. a temporary employee,
 - 4. an independent contractor,
 - 5. an extra help employee, or
 - 6. an appointee of the Governor or the Board of Corrections.

- C. Supervisory employees are not eligible to participate in the Employee Grievance Process. Pursuant to standards set by the Office of Personnel Management (OPM), a supervisory employee is an individual who meets at least one of the following requirements:
1. Has the authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline at least one other employee of the Department or within their division.
 2. Has the responsibility to direct other employees of the Department.
 3. Whose exercise of authority requires the use of their independent judgment and thought when providing their opinion.

V. GRIEVANCE:

A. Initiation of Process

1. The employee has five (5) business days from the date of the disputed action to submit a Department Grievance/Complaint Form (Attachment #1) to the EEO/Grievance Officer or their designated human resources manager via fax or email. The form must be date stamped on the day of receipt. If submitted to their human resources manager, the form must be date stamped and submitted to the EEO/Grievance officer by the human resources manager on the day they received it. Any information included in the Grievance/Complaint form must be directly related to the disciplinary action being grieved. The employee may submit no more than one (1) page of additional information that is directly related to the matters being grieved.
2. Incomplete forms or forms where the requested remedy is unclear will not be accepted and will be returned to the employee for completion. If a grievance is rejected for insufficient information, the employee will be granted two (2) business days to resubmit the form with sufficient information. If the form is not resubmitted within two (2) business days, the employee forfeits the opportunity to file their grievance.
3. Once an employee submits their grievance form, it may only be amended one (1) time to correct any errors. An employee is not permitted to add any new information that they may have omitted to their amended grievance. The employee will have an opportunity within the grievance process to provide or request additional information before the grievance hearing.
4. The employee has a duty to update the EEO/Grievance Officer with any changes in their contact information. Failure to respond to correspondence from the EEO/Grievance Officer in the timeframe established in the correspondence will result in the case being closed.
5. Any unsubstantial technical error in the administration of the procedure outlined in this policy is not grounds for overturning the outcome of the dispute resolution process unless the error affected the outcome in a substantive manner. For example, typing January 1, 2200 instead of January 1, 2020 is not considered grounds for overturning the outcome of the dispute resolution process because it is a technical error.

B. Determination of Grievable Matters

1. The EEO/Grievance Officer, in consultation with the Department's Chief Legal Counsel, shall determine whether the matter is grievable and eligible for mediation.
 - a. If, pursuant to this policy, the employee is ineligible to file a grievance, or if the issue the employee is attempting to grieve is deemed non-grievable, the employee will be notified, and the grievance will be processed as an informal complaint.
 - b. Written acknowledgement of the grievance/complaint will be sent to the employee via email by the EEO/Grievance Officer.

- c. Informal complaints will be forwarded to the employee's immediate supervisor, unless the employee's immediate supervisor is the subject of or included in the informal complaint.
 - i. If the employee's immediate supervisor is the subject of the informal complaint, the informal complaint will be forwarded up the chain of command to the immediate supervisor of the supervisor of the employee making the complaint.
 - ii. Any complaints regarding sexual harassment must be reported by the employee directly to their decision-making supervisor following the procedure set forth in the Department's Sexual Harassment Policy. If their decision-making supervisor is named a party in a sexual harassment report, the employee must report the sexual harassment to their division's Assistant Director, Deputy Director, or the decision-making supervisor next in the chain of command.
 - iii. If the employee alleges unlawful discrimination, retaliation, harassment, or a hostile work environment in their grievance, but the grievance is determined to be non-grievable, the EEO/Grievance Officer must forward a copy of the grievance to the grievant's decision-making supervisor and division's Assistant Director, Deputy Director, or the decision-making supervisor next in the chain of command to ensure the claim is brought to their attention. The EEO/Grievance Officer also must notify the Department's Chief Legal Counsel of the grievance. The decision-making supervisor must forward a copy of his or her finding to the appropriate Assistant Director or Deputy Director to ensure management review of the allegation and outcome.
 - d. The informal complaint will be reviewed, and if necessary, investigated by the decision-making supervisor to whom the complaint was forwarded.
 - e. Upon receiving the complaint, the reviewing and/or investigating supervisor must provide a written response to the employee acknowledging they have received the complaint, verification that the informal complaint was reviewed/investigated, and an outline of what actions, if any, are to be taken.
 - f. The informal complaint process does not afford an employee with an appeal option.
2. After consultation with the Department's Chief Legal Counsel, if the EEO/Grievance Officer determines that the employee is not eligible to file a grievance or the matter is non-grievable, the employee can appeal to the Office of Personnel Management (OPM) at the Department of Transformation and Shared Services (TSS) for a final determination of grievance eligibility. The employee must submit the appeal to the EEO/Grievance Officer within five (5) business days of receipt of the determination that the complaint is non-grievable.

C. Mediation

1. Once the EEO/Grievance Officer has issued a determination on whether a grievance is in fact grievable (See Section on Determination of Grievable Matters), the employee may request mediation of the matters determined to be grievable. Employees may familiarize themselves with information about mediation using the Mediation Information Sheet (Attachment #2) and this section.
2. Employees electing to engage in mediation procedures for matters that are eligible for mediation must complete the Agreement to Mediate form (Attachment #3). The completed form must be returned to the EEO/Grievance officer.

3. If the grievance is determined to be eligible for mediation and the supervisor named in the grievance agrees to mediation, then mediation shall be held within ten (10) business days of both parties agreeing to mediate. OPM shall be responsible for assigning a mediator. If the grievance is determined to be ineligible for mediation or the supervisor does not consent to mediation, then the grievance will be scheduled for an internal grievance review hearing (grievance hearing). Prior to consenting to mediation, the supervisor named in the grievance shall consult with the EEO/Grievance Officer and Chief Legal Counsel to ensure that mediation is an appropriate course of action.
4. The grievant is entitled to representation by one (1) representative of their choosing during the mediation meeting. The EEO/Grievance Officer will notify the grievant and the Department's Chief Legal Counsel of the time, date, and location of the mediation hearing in addition to any representatives who will be present at the mediation.
 - a. The grievant must inform the Department's EEO/Grievance Officer of their selected representative at least five (5) business days before the scheduled mediation. The grievant's representative must provide a letter of representation to the EEO/Grievance Officer within that timeframe.
 - b. If a grievant chooses to be represented, the supervisor in which the grievance was filed may be represented by a Department appointed representative.
5. The mediation meeting and any information discussed must be kept confidential by all parties involved. Any settlement or non-settlement agreement shall be documented and signed by both parties and become part of the administrative record. The signed agreement must be approved by the appropriate Division Director or Chief of Staff.

D. Grievance Hearing Process

1. If a matter is determined to be grievable and the employee does not request mediation, the EEO/Grievance Officer shall schedule an internal grievance review hearing (grievance hearing) within ten (10) business days of receiving a grievant's written request for a hearing and inform all parties of the time, date, and location of the hearing. At the discretion of the Division Director, a hearing may be delayed up to five (5) business days for Acts of God or other unforeseen occurrences. The parties to the hearing are defined as the grievant (employee who filed the grievance) and the supervisor who took the disputed action as defined on the Grievance/Complaint form.
2. The grievance hearing will be conducted before the EEO/Grievance Officer and a three-member panel. The EEO/Grievance Officer will be the presiding official over the hearing. As the presiding official, the EEO/Grievance Officer will ensure that the hearing is conducted in a fair and impartial manner, avoid unnecessary delays, and maintain order. Panel members assigned to a hearing will not be individuals who work at the same unit, center, office, or area as the grievant. To maintain the integrity of the panel, the grievant shall not contact any of the panel members. The EEO/Grievance Officer will maintain a current list of eligible committee members, and anyone designated as a backup EEO/Grievance Officer. Committee members and anyone designated as a backup EEO/Grievance Officer must complete the required training provided by OPM or the Grievance Prevention and Handling course offered in Management Level One (1) training at the Department level. These lists will be reviewed and approved by the appropriate Division Director and the Chief Legal Counsel on an annual basis.

3. The EEO/Grievance Officer is responsible for assembling the administrative record and providing copies to both parties, the representative of each party, and the grievance hearing panel. The administrative record will be retained electronically according to retention guidelines.
4. The hearing panel's only responsibility during the hearing is determining whether the Department's decision of termination or suspension was consistent with the Department's Employee Conduct Policy and other relevant policies pursuant to A.C.A. § 21-1-702(b)(2).
5. Any documentation or information that either party intends to introduce as evidence at the hearing must be provided to the EEO/Grievance Officer at least five (5) business days prior to the hearing. The EEO/Grievance Officer is responsible for determining whether the documentation or information is relevant and can be presented during the hearing. If information is deemed irrelevant, the EEO/Grievance Officer must notify the party. The requesting party will have one (1) business day to supply additional justification for the need of the excluded documentation. Any evidence not submitted by the deadline or denied because of its irrelevance cannot be introduced or considered by the committee at the hearing. Either party may raise objections to the introduction of documentation/information prior to the hearing.
6. Either party may choose to call witnesses to testify on their behalf. A list of requested witnesses must be provided to the EEO/Grievance Officer at least five (5) business days prior to the hearing with an explanation as to why each witness is needed for testimony. Character witnesses will not be permitted regardless of the justification for the request. Excessive requests for witnesses that would cause disruption to Department business or present a security risk will be deemed burdensome and will not be permitted to testify.
 - a. The EEO/Grievance Officer may exclude any or all the witnesses requested by either party and must notify the requesting parties of the exclusion of any witnesses. The requesting party will be given one (1) business day to supply additional justification for the need of any excluded witness. The grievance process will not be delayed or rescheduled to accommodate the submission of witness justification documentation nor any other provision of such information. Any witness not identified or disclosed to the EEO/Grievance Officer by the indicated deadline will not be allowed to testify or attend the hearing.
 - b. Only individuals with information or knowledge of the matters relevant to the grievance may testify at the hearing. The EEO/Grievance Officer is responsible for notifying any witness that is employed by the Department of the request for their testimony at the hearing. Each party is responsible for notifying any of their witnesses not employed by the Department.
7. The grievant is entitled to representation by one (1) representative of their choosing during the grievance hearing. The EEO/Grievance Officer will notify the grievant and the Department's Chief Legal Counsel of the time, date, and location of the grievance hearing in addition to any representatives who will be present at the hearing.
 - a. The grievant must inform the Department's EEO/Grievance Officer of their selected representative a minimum of five (5) business days before the scheduled grievance hearing. The grievant's representative must provide a letter of representation to the EEO/Grievance Officer within that timeframe.
 - b. The supervisor whom the grievance was filed against may be represented by a Department appointed representative regardless of whether a grievant chooses to retain representation.

8. The Arkansas Rules of Evidence do not apply, but all evidence and testimony must be relevant to the matter being grieved based on information provided in the original Grievance/Complaint form. Either party may request that the EEO/Grievance Officer exclude non-party witnesses from the hearing room until they are called to testify. The hearing must be recorded.
9. The hearing will be conducted in an informal manner pursuant to the following constraints.
 - a. Each party will be allotted one hour and 15 minutes to present their case. This includes opening statements, witness examination, cross-examination of the opposing party's witness, and closing arguments.
 - b. The Department will bear the burden of proof and thus will be the first party to present their case. During this time, the grievant is only permitted to cross-examine the Department's witnesses. After the Department has finished presenting its case, the grievant will present their case. During their presentation, the grievant may call their witnesses to testify and/or testify on their own behalf. The Department will have the opportunity to cross examine the grievant's witnesses.
 - c. The one hour and 15 minutes allotted to each party shall include the cross examination of the other party's witnesses. The hearing panel will have the opportunity to question each parties' witnesses during the presentation of their case.
 - d. Either party may request an extension of time for their presentation (for example, to authorize additional time to allow all witnesses to testify). The EEO/Grievance Officer is permitted to allow one (1) extension of time for each party at their discretion. All witnesses must be presented during the parties allotted time.

E. Notification of Decision

1. Within five (5) business days after the hearing, the EEO/Grievance officer shall issue the grievance panel's written recommendation and promptly submit the recommendation to the appropriate Division Director, the Chief of Staff (if the grievant is a Shared Services employee), or their designee.
 - a. This recommendation must summarize the hearing and explain the basis for the recommendation, including any dissenting opinions.
 - b. If a panel member has a dissenting opinion, it must be provided in writing, including their reason(s) for the dissent, to the EEO/Grievance Officer within five (5) days of the majority's decision.
 - c. Under extenuating circumstances, the EEO/Grievance Officer may use an additional five (5) business days to submit the recommendation.
2. The Division Director, Chief of Staff, or their designee shall review the recommendation and any dissenting opinion and issue a final decision within ten (10) business days.
 - a. If the recommendation does not adequately address the matters being grieved or the recommendation is not clearly written, they shall return the recommendation to the EEO/Grievance Officer with instructions to submit a corrected recommendation. The Division Director, the Chief of Staff, or their designee will then have five (5) business days upon receiving the corrected recommendation to review the recommendation and issue a final decision.
 - b. Under extenuating circumstances, the Division Director, the Chief of Staff, or their designee may be granted an additional five (5) business days to submit the recommendation. The EEO/Grievance Officer will then distribute the final decision to the parties and their representatives.
3. If a final decision is made in favor of the grievant, the supervisor implicated in the grievance or the designated management official and the division human resources liaison must take corrective

action within ten (10) business days of the decision. If any documentation is to be removed from a grievant's personnel file (i.e., a disciplinary report), the personnel responsible for taking this action will prepare a memorandum to be sent to the Department's Central Human Resources requesting that the documentation be removed. The appropriate Division Director or Chief of Staff must approve the memorandum before it is sent to Central Human Resources. The memorandum must include specific instructions outlining that the original documents removed from the grievant's personnel file be sent to the EEO/Grievance Officer, who will retain the documents as part of the administrative record.

VI. **APPEAL:**

- A. The grievant may appeal the Division Director or Chief of Staff's decision to the Secretary using the Grievance Form-Appeal to Secretary (Attachment #4) no later than five (5) business days after receiving the decision. The completed form shall be submitted to the EEO/Grievance Officer. The Secretary's decision will be based on the grievant's administrative record. The Secretary has ten (10) business days from when they receive the appeal to render a final decision.
- B. If the grievant is not satisfied with the Secretary's decision, they may request an appeal hearing. The grievant must file the Grievance Appeal Form with the EEO/Grievance Officer no later than ten (10) business days after receiving the Secretary's decision. If they do not file an appeal within this time frame, the Secretary's decision will stand. Timely appeals will be forwarded to OPM for consideration by the State Employee Grievance Appeal Panel (SEGAP). OPM will assign the case to three (3) SEGAP members. One member will serve as the chair and must be an attorney licensed in the State of Arkansas and a current state employee of the Executive Branch. Once a grievant has filed an appeal with SEGAP, the EEO/Grievance officer will forward all questions concerning the appeal to SEGAP.
- C. Shared Services employees shall file their grievances with the EEO/Grievance Officer and follow all procedures outlined in this policy. Shared Services employees may appeal the decision from their hearing to the Chief of Staff. If they disagree with the Chief of Staff's decision, they may appeal the decision to the Secretary. If the employee does not agree with the Secretary's decision, the employee may appeal to SEGAP using the Grievance Form - Appeal to SEGAP (Attachment #5). The completed form shall be submitted to the EEO/Grievance Officer. If the employee does not agree with SEGAP's decision, they may appeal to the Department of Transformation and Shared Services (TSS) Secretary, by submitting their appeal in writing to the EEO/Grievance Officer.
- D. OPM will schedule the appeal hearing after receiving the grievant's appeal from the EEO/Grievance Officer. The hearing will not be postponed or delayed unless compelling, extenuating circumstances are presented to OPM in writing prior to the date of the appeal hearing. The final decision to postpone or delay the hearing is at the discretion of OPM.
- E. The Department will bear the burden of proof that the termination or suspension without pay was consistent with the Department's Employee Conduct Standards policy. The grievant is then given the opportunity to rebut, contradict, or discredit the Department's case.
- F. SEGAP generally issues a written recommendation no later than ten (10) business days after the hearing and forwards the recommendation to OPM. In the event a disciplinary action is overturned, the recommendation may be appealed to the Secretary of TSS. The Secretary of the Department shall have the final decision on whether the Department will appeal a decision to the Secretary of TSS.

- G. The appeal must be submitted to the EEO/Grievance Officer no later than seven (7) business days after receiving SEGAP's written decision. The EEO/Grievance Officer must timely provide a copy of the appeal to the opposing party and to OPM. The non-appealing party may file a response to the appeal to OPM no later than seven (7) business days after receiving the appeal.
- H. All appeals to the TSS Secretary will be determined solely on the administrative record. The TSS Secretary is authorized to order back pay and to restore leave, health insurance benefits, and any other benefits the employee would have received if the termination or suspension had not occurred.
- I. The TSS Secretary's decision will be issued no later than fifteen (15) business days after receiving the appeal or response to the appeal, whichever is later. The decision of the TSS Secretary is final.

VII. ATTACHMENTS:

- Attachment #1 Grievance/Complaint Form
- Attachment #2 Mediation Information Sheet
- Attachment #3 Agreement to Mediate
- Attachment #4 Grievance Form – Appeal to Secretary
- Attachment #5 Grievance Form – Appeal to SEGAP
- Attachment #6 Employee Acknowledgement of Receipt

ATTACHMENT 1



Department of Corrections Grievance/Complaint Form

This form is used to file a grievance pursuant to A.C.A § 21-1-701 *et seq.* and the [State of Arkansas Grievance Policy and Procedure](#). This form must be completed and submitted to your Department's Grievance Officer to initiate the process. Supporting documentation may be submitted along with this form. Contact your human resources office for more information regarding your Department's grievance policy.

Department: Division, if applicable:

Employee's Name: Job Title:

Address: Supervise: Y/N

Email Address: Phone Number:

Supervisor's Name:

In order for a complaint to be processed, the following information must be provided:

1. What disciplinary action are you grieving?
 Termination Suspension Other
2. What was the date of the disciplinary action?
3. What action have you taken to address the situation with your immediate supervisor?
4. What remedy do you request?
5. I request as my first step: Mediation Administrative Review Hearing

Employee's Signature

Date

Official Use Only

Grievable: Yes No If no, explain:

Grievance Officer's Name

Grievance Officer's Signature

Date

ATTACHMENT 2

State of Arkansas Grievance Mediation Program

What is Mediation and the State of Arkansas Grievance Mediation Program?

Mediation is an avenue to resolve disputes between conflicting parties. In mediation, a neutral person called a Mediator helps the parties explore ways to resolve their differences and reach an agreement that best addresses their interests. The parties must be willing to work out the problems between them. Mediation does not focus on who is right or wrong, and the Mediator has no authority to make the decision for the parties. A Mediator facilitates the mediation session and guides the parties to become their own decision-makers by understanding and listening to each other.

The State of Arkansas Grievance Mediation Program supports the resolution of differences between supervisors and employees in state government. It is a commitment to a positive approach and joint ownership of concerns and solutions. An eligible employee can request mediation through the grievance program only for a termination or suspension.

Why should I use the Mediation Program?

Mediation is generally faster and less formal in both time and resources for all parties involved. The goal of mediation is that the parties choose to work together to create solutions. Remember the Mediator is a neutral individual who is trained in conflict resolution techniques and who facilitates the conversation.

How does the Grievance Mediation Program work?

The mediation process is initiated when an employee contacts their department's Grievance Officer to request that their termination or suspension be resolved using the grievance process. The employee will submit the Grievance Form to the Grievance Officer and indicate whether they want mediation as their first step. The Grievance Officer will determine whether the complaint is eligible to be reviewed as part of the grievance program.

If the department agrees to mediation, the Grievance Officer will contact all participants to sign the Agreement to Mediate form and to determine a date, time and location that is agreed to by the parties. The Grievance Officer will then contact the Office of Personnel Management (OPM) who assigns a Mediator. Both parties may have a representative or attorney present at the mediation, but witnesses are not permitted. The mediation session is confidential. At the conclusion of the mediation, a Settlement Agreement or a Non-settlement Decision is signed by all parties including the Mediator. The results of the mediation are forwarded to OPM. Any discussion or notes from the mediation is kept confidential.

How can further information about the Grievance Mediation Program be obtained?

For more information, contact the Grievance Coordinator at: OPM.Disputeresolution@dfa.arkansas.gov or visit: <https://www.transform.ar.gov/personnel/dispute-resolution/>.

ATTACHMENT 3 PAGE 1 OF 2

AGREEMENT TO MEDIATE

Arkansas Department of Corrections

1. I understand that this is an agreement by the parties to attempt to resolve the following issues by submitting the matters to mediation:

2. I understand that mediation is a dispute resolution process that is non-adversarial in nature and seeks to find reconciliation between disputing parties. The mediation process does not declare winners or losers. The main focus is to seek a resolution that is informal, timely, and is advantageous to both parties.

3. I understand that the Mediator is committed to treating this matter in a fair and unbiased way. The Mediators' role is to facilitate and help the parties themselves reach a mutually satisfactory resolution to the problem. The decision-making power rests with the parties, not the Mediator. If the parties cannot agree on a resolution, the Mediator will NOT impose a resolution nor will he/she offer judgment as to which party, if any, is at fault. If an impasse exists, either party or the Mediator may stop the proceedings.

4. I understand that the Mediator has no authority to make decisions or act as a judge or arbitrator. Although the Mediator may be an attorney, the Mediator will not act as an advocate for any party in the mediation. To the extent either the employee or the agency wishes to have a representative or legal counsel to consult with or assist at any stage in the mediation, the party is responsible for taking steps to obtain such a person.

5. I understand that mediation is a confidential process. Any documents submitted to the Mediator and statements made during the mediation are for settlement purposes only. I agree not to subpoena or request the Mediator to serve as a witness or request or use as evidence any materials prepared by the Mediator for the mediation, with the exception of a Settlement Agreement signed by the parties. In no event will the Mediator voluntarily testify on behalf of any party or submit any type of report in connection with this mediation. However, I understand that matters that are admissible in a court of law or other administrative process continue to be admissible, if otherwise discoverable, even though brought up in a mediation session.

6. Mediation is private, confidential, and privileged from discovery. To ensure confidentiality, any writings or notes made or taken during the mediation session by the Mediator, or either party and/or representatives shall be collected and destroyed by the Mediator, in the presence of all, prior to adjournment of the mediation.

7. I understand that no party shall be bound by anything said or done at the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the Mediator shall reduce the agreement to writing, and when signed and approved by the parties and/or appropriate authorities, the Settlement Agreement shall be legally binding upon all parties to the agreement.

Attachment 3 – Page 2 of 2

8. In electing to use mediation, I understand that no external statutory deadlines are waived and that all external statutory deadlines must be adhered to.

9. The employee's rights to pursue external formal processes are not waived and will be protected during the mediation process. At the same time, the employee's responsibilities to comply with all requirements of any external administrative or court process, e.g., time limits, points of contact, ARE NOT WAIVED and must be followed.

10. I understand that in the event the mediation is terminated for any reason, the employee may continue to pursue the matter through the fact-finding process. The employee may also pursue the matter through any external formal resolution of the matter as he/she sees fit as long as they are within statutory time limits.

11. No admission of guilt or wrongdoing by either party is implied, and none should be inferred, by participation in this process.

12. I will sincerely attempt to resolve this matter; agree to cooperate with the Mediator assigned to this matter; and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem. I will conduct myself in a courteous and non-hostile manner, use appropriate language, and allow the Mediator to interrupt the process if they feel a caucus or break is needed to facilitate the mediation process. I enter into this process in good faith.

13. The Mediator agrees to notify the parties, their representatives, and the appropriate management official of the status and results of the mediation process, including settlements, withdrawal from, and/or unsuccessful conclusion of the process within one (1) business day of the conclusion or termination of the process.

BY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT TO PARTICIPATE IN MEDIATION:

EMPLOYEE'S SIGNATURE	DATE
----------------------	------

EMPLOYEE REPRESENTATIVE'S SIGNATURE (if appropriate)	DATE
--	------

MANAGEMENT OFFICIAL'S SIGNATURE	DATE
---------------------------------	------

AGENCY REPRESENTATIVE'S SIGNATURE (if appropriate)	DATE
--	------

MEDIATOR'S SIGNATURE	DATE
----------------------	------

Attachment 4



Department of Corrections
Grievance Form - Appeal to SECRETARY

OPM Case # _____

This form is used to file a request for an appeal hearing before the DOC Secretary.

Department: _____ Division, if applicable: _____

Employee's Name: _____

Job Title: _____ Grade: _____

Email Address: _____ Phone Number: _____

Supervisor's Name: _____

In order for a grievance appeal to be processed, the following information must be provided:

1. Why are you appealing the Director's, or designee's, decision?

2. What remedy do you request?

Employee's Signature

Date

Agency Use Only

Eligible for Appeal: Yes No If no, explain:

Agency Official's Name

Agency Official's
Signature

Date

Attachment 5



State of Arkansas
Grievance Form - Appeal to SEGAP

OPM Case # _____

This form is used to file a request for an appeal hearing before the State Employee Grievance Appeal Panel (SEGAP) pursuant to A.C.A § 21-1-701 et seq. and the State of Arkansas Grievance Policy and Procedure. This form must be completed and submitted to your Department's Grievance Officer.

Department: _____ Division, if applicable: _____

Employee's Name: _____

Job Title: _____ Grade: _____

Email Address: _____ Phone Number: _____

Supervisor's Name: _____

In order for a grievance appeal to be processed, the following information must be provided:

1. Why are you appealing the Secretary's, or designee's, decision?

2. What remedy do you request?

Employee's Signature

Date

OPM Use Only

Eligible for Appeal: Yes No If no, explain:

OPM Official's Name

OPM Official's Signature

Date

Attachment 6



OFFICE OF THE SECRETARY

1302 Pike Avenue, Suite C
North Little Rock, Arkansas 72114
Phone: (501) 682-3309 | Fax: (501) 534-3958
DOC.ARKANSAS.GOV

**EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT
OF EMPLOYEE GRIEVANCE PROCEDURES**

I have received a copy of the Arkansas Department of Corrections Secretarial Directive on Employee Grievance Procedures. I understand that it is my responsibility to read and become familiar with all standards, policies, and procedures for grievances outlined in this policy.

I acknowledge that these procedures outline my eligibility for grievance rights, and I am only awarded grievance rights under the provisions set forth in this policy. Furthermore, I understand that if I have questions regarding this information, it is my responsibility to contact my immediate supervisor for assistance.

_____	_____	_____	_____
Employee Name (printed)	AASIS #	Employee Signature	Date



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

ADMINISTRATIVE DIRECTIVE

SUBJECT: Funds and Transportation for Released Inmates

NUMBER: 2022-01 **SUPERSEDES:** 10-17

APPLICABILITY: To all employees and inmates **PAGE:** 1 of 2

REFERENCE: AR 814 Funds/Clothing For Released Offenders

APPROVED: Original Signed by Dexter Payne **EFFECTIVE DATE:** 1/18/2022

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to provide eligible inmates who are released from custody who need financial assistance with funds for transportation and a travel subsidy.

II. PROCEDURES:

A. Eligibility Criteria. All inmates who discharge or parole from the ADC are eligible for funds/transportation excluding inmates who:

1. Are being released to a detainer.
2. Participated in an ADC Work/Study Program immediately preceding release.
3. Have not been incarcerated in an ADC facility.

B. Benefits Provided

1. Funds and Transportation

- a. Eligible inmates who do not have transportation will receive a one-way bus ticket and a travel subsidy, in an amount approved by the Board of Corrections from sources of funds as determined by the Director to be allowable within current and future budgetary constraints of the ADC.
- b. Eligible inmates who have transportation will receive a travel subsidy, in an amount approved by the Board of Corrections from sources of funds as determined by the Director to be allowable within current and future budgetary constraints of the ADC.

C. Travel Subsidy Disbursement

1. The Records Supervisors at each unit shall provide a daily list of inmates who are scheduled for release to the Unit Business Managers for issuance of a travel subsidy.
2. The Unit Business Manager shall issue the travel subsidy in accordance with Administrative Services Division policy.

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D. Transportation Arrangements. Inmates who do not have transportation shall be provided bus transportation to their preapproved destination. Carriers shall bill the ADC for tickets based on the Inmate Transportation Exchange Order (Attachment) or the reservation system. Procedures for Completing Inmate Transportation Exchange Orders are:

1. Prior to transporting the inmate to the boarding location, the form shall be initiated completing the boarding location, inmate name, ADC number, and sending unit.
2. The warden shall sign the form as the authorizing official.
3. The original form and pink copies shall be taken to the ticket agent for completion of the remaining information.
4. The carrier sends a monthly invoice to ADC Accounts Payable with a copy of the original form.

E. Procedures for the Reservation System

1. Each unit can order bus tickets by phone or email and receive a confirmation number. The confirmation number is the inmate's ADC number.
2. The confirmation number reserves a seat on the bus. The ticket can be printed at the unit or at the bus station. If the inmate is delayed in travelling, a refund can be requested.
3. ADC Accounts Payable receives a monthly invoice from the carrier for each unit. The invoice is verified by the unit.

F. Boarding Locations. The closest boarding location will be used if a ticket to the required destination at the required departure time can be obtained from that location. Otherwise the inmate will be boarded at an alternate location. The two primary sites will be North Little Rock and Conway.

III. ATTACHMENT:

Inmate Transportation Exchange Order

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ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

Attachment

Inmate Transportation Exchange Order

Inmate Name: _____ ADC#: _____ Sending Unit: _____

Order Number: _____ Boarding Location: _____

Carrier: _____

Bill to: Arkansas Division of Correction, P.O. Box 6408, Pine Bluff, AR 71611

Fare Information (to be completed by carrier):

Destination: _____

Ticket Number: _____ Amount: _____

General Conditions and Instructions:

- All transportation charges are for one-way fares only.
- All invoices will be paid in full upon receipt.
- Each charge reflected on the invoice will be evidenced by the original exchange order.
- Exchange orders are not required to be verified or validated by the carrier.
- Invoices will at the minimum reflect the exchange order number, inmate name & ADC number, amount of bus fare, and the date of ticket purchase.

Authorizing Official _____ Date

Original Carrier
Pink Copy Carrier
Green Copy Division of Correction, (Sending Unit)

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ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

ADMINISTRATIVE DIRECTIVE

SUBJECT: Funds and Transportation for Released Inmates

NUMBER: 2022-01

SUPERSEDES: 10-17

APPLICABILITY: To all employees and inmates

PAGE: 1 of 2

REFERENCE: AR 814 Funds/Clothing For Released Offenders

APPROVED: Original Signed by Dexter Payne

EFFECTIVE DATE: 1/18/2022

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to provide eligible inmates who are released from custody who need financial assistance with funds for transportation and a travel subsidy.

II. PROCEDURES:

A. Eligibility Criteria. All inmates who discharge or parole from the ADC are eligible for funds/transportation excluding inmates who:

1. Are being released to a detainer.
2. Participated in an ADC Work/Study Program immediately preceding release.
3. Have not been incarcerated in an ADC facility.

B. Benefits Provided

1. Funds and Transportation

- a. Eligible inmates who do not have transportation will receive a one-way bus ticket and a travel subsidy, in an amount approved by the Board of Corrections from sources of funds as determined by the Director to be allowable within current and future budgetary constraints of the ADC.
- b. Eligible inmates who have transportation will receive a travel subsidy, in an amount approved by the Board of Corrections from sources of funds as determined by the Director to be allowable within current and future budgetary constraints of the ADC.

C. Travel Subsidy Disbursement

1. The Records Supervisors at each unit shall provide a daily list of inmates who are scheduled for release to the Unit Business Managers for issuance of a travel subsidy.
2. The Unit Business Manager shall issue the travel subsidy in accordance with Administrative Services Division policy.

- D. Transportation Arrangements. Inmates who do not have transportation shall be provided bus transportation to their preapproved destination. Carriers shall bill the ADC for tickets based on the Inmate Transportation Exchange Order (Attachment) or the reservation system. Procedures for Completing Inmate Transportation Exchange Orders are:
1. Prior to transporting the inmate to the boarding location, the form shall be initiated completing the boarding location, inmate name, ADC number, and sending unit.
 2. The warden shall sign the form as the authorizing official.
 3. The original form and pink copies shall be taken to the ticket agent for completion of the remaining information.
 4. The carrier sends a monthly invoice to ADC Accounts Payable with a copy of the original form.
- E. Procedures for the Reservation System
1. Each unit can order bus tickets by phone or email and receive a confirmation number. The confirmation number is the inmate's ADC number.
 2. The confirmation number reserves a seat on the bus. The ticket can be printed at the unit or at the bus station. If the inmate is delayed in travelling, a refund can be requested.
 3. ADC Accounts Payable receives a monthly invoice from the carrier for each unit. The invoice is verified by the unit.
- F. Boarding Locations. The closest boarding location will be used if a ticket to the required destination at the required departure time can be obtained from that location. Otherwise, the inmate will be boarded at an alternate location. The two primary sites will be North Little Rock and Conway.

III. ATTACHMENT:

Inmate Transportation Exchange Order



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

Attachment

Inmate Transportation Exchange Order

Inmate Name: _____ ADC#: _____ Sending Unit: _____

Order Number: _____ Boarding Location: _____

Carrier: _____

Bill to: Arkansas Division of Correction, P.O. Box 6408, Pine Bluff, AR 71611

Fare Information (to be completed by carrier):

Destination: _____

Ticket Number: _____ Amount: _____

General Conditions and Instructions:

1. All transportation charges are for one-way fares only.
2. All invoices will be paid in full upon receipt.
3. Each charge reflected on the invoice will be evidenced by the original exchange order.
4. Exchange orders are not required to be verified or validated by the carrier.
5. Invoices will at the minimum reflect the exchange order number, inmate name & ADC number, amount of bus fare, and the date of ticket purchase.

Authorizing Official

Date

Original Carrier
Pink Copy Carrier
Green Copy Division of Correction (Sending Unit)

B. Medical and dental instruments, tools, and sharps will be maintained in accordance with Health Services Operational Policy and Procedure 413.00, Sharps, Tools, and Contraband Control and Disposal.

C. Each Area Supervisor/Instructor will be responsible for the daily issuing, receiving and inventory of all tools used in his/her respective area.

D. Tool Classification and Use. Tools are classified to enable staff to effectively supervise and control all tools. In most instances, machines, equipment, and other items securely fastened (drill press, paper cutter) will not be considered as tools. However, certain equipment (i.e., bench grinder), if used improperly can produce weapons or objects which can be used to facilitate an escape. For this reason, grinders, and other similar equipment should be controlled to prevent unauthorized access. While it is difficult to classify every specific tool used within a facility, two (2) general categories are established, Class A Tools and Class B Tools. Class A Tools and Class B Tools shall be separated,

1. Class A. If a tool is classified as a Class A Tool, it shall be a Class A Tool in all areas of the facility. Class A tools cannot be a Class A in one area and considered a Class B in another. For example, scissors are a Class A Tool, regardless of area or office. When not in use, Class A Tools must be secured in a metal, concrete block, or similar structure inaccessible to unauthorized persons. If a Class A Tool, such as a ladder, cannot be secured, it must be secured to a permanent structure when not in use. An inmate's use of Class A Tool requires supervision as directed by unit/center policy. Class A Tools must be removed from any living area at the end of each day.

2. Class B. When not in use, Class B Tools must be secured in an area inaccessible to unauthorized persons. An inmate's use of Class B Tools requires supervision as designated by unit policy.

3. Master Tool Directory. A directory of all tools including their classes will be maintained and updated by the Unit's Tool Control Officer. Tools identified with an asterisk shall be classified as a Class A Tool throughout the ADC and should be kept in the maintenance shop or the tool room (areas of issuance). The Master Tool Directory (Attachment A) serves only as a guide and can be used as a basis to classify tools acquired in the future.

E. Excess Tools. No personal tools will be allowed. Excess tool inventories will be stored in a secure area. A daily inventory of this storage area will not be necessary. Instead, a secure storage inventory will be conducted each time tools are transferred from the Secure Storage Area to the Daily Use Area at the end of each month. An inventory of all tools located in secure storage areas will be maintained and posted with the stored tools.

F. Issuance of Tools. A logbook will be maintained in the tool area to record the issuance of tools. See Attachment B for guidance on how the Tool Control Log shall be set up for each area. All tools will be checked out and back in daily. The Tool Control Officer or designee authorized to issue tools will log the following:

1. Tool number;
2. Number of tools issued (if applicable);
3. Date & time issued;

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2. ...medical and dental instruments, tools, and sharps will be maintained in accordance with Health Services Operational Policy and Procedure 413.00,

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Tools are classified to enable staff to effectively supervise and control all tools. In most instances, machines, equipment, and other items securely fastened will not be considered as tools. However, certain equipment (i.e., bench grinder), if used improperly can produce weapons or objects which can be used to facilitate an escape. For this reason, grinders, grinders, and other similar equipment are classified as tools and should be controlled to prevent unauthorized access. While it is difficult to classify every specific tool used within a facility, two (2) general categories will be established, Class A Tools and Class B Tools. Class A Tools and Class B Tools shall be separated.

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AAny tool not likely to facilitate an escape or attempted escape. When not in use, Class B Tools must be secured in an area inaccessible to unauthorized persons. An inmate's use of Class B Tools requires supervision as designated by unit/center policy.¶

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4. Staff member the tool is issued to;

5. Name of person issuing tool;

6. Date and time the tool is returned; and

7. Initials of person receiving the tool(s).

For routine issuance of an identical tool such as a "hoe" to a large number of inmates, (hoe squads, garden squads, utility squads, regional maintenance, etc.) the number of tools issued must be recorded.

At no time shall an inmate clerk be assigned or allowed to issue Class A Tools.

An inmate clerk may, however, be assigned to issue Class B Tools in work areas. When an inmate is assigned to issue Class B Tools, the Area Supervisor/Instructor shall be responsible for reviewing all log entries at the end of the inmate's workday, prior to the departure of the inmate, and all other workers assigned to a particular area. The Area Supervisor/Instructor will initial all applicable log sheets indicating the date and time the review was completed.

Any tool not returned or unaccounted for will be reported immediately to the Tool Control Officer or the person designated by Unit or Center policy. Any inmate(s) who had access to the tool will be detained at that location until a thorough search has been made. A written 005 Incident Report identifying the missing tool(s), and the circumstances surrounding its loss, shall be sent immediately to the Tool Control Officer.

Tools reported missing will be listed on the Missing Tool Log (Attachment C). If the tool is not found within three (3) months, it will be removed from the appropriate Area Tool inventory. The Missing Tool Log will be maintained and updated by the Tool Control Officer and distributed to the warden or his/her designee for review on a monthly basis.

Broken tools that cannot be repaired will be turned over to the Unit Tool Control Officer for disposal with an 005 Incident Report included. When the Tool Control Officer disposes of a broken tool, he/she must complete an 005 Incident Report to evidence the disposal.

G. Inventory of Tools

1. Separate inventories will be kept by each supervisor for tools in "Daily Use" (Attachment D) and "Storage" (Attachment E). These inventories must be signed by the supervisor, kept up-to-date, and shall be made available with the tools.
2. On the last working day of each month, the area supervisor/instructor or designee will account for the inventory of tools assigned to his/her area. The Area Tool Inventory Forms (Attachment D and Attachment E) for that specific area will be updated and posted with the respective tools. Report of Tool Inventory (Attachment F) shall be completed by the area supervisor/instructor and submitted no later than the 5th of the following month to the Unit's Tool Control Officer, along with up-to-date copies of completed Daily Use Reports and Storage Reports. The report of Tool Inventory (Attachment F) attests to the accountability of all tools on the Area Tool Inventories (Attachment D & Attachment E) as inventoried on the last working day of the month.
3. Area supervisors/instructors will immediately notify the Tool Control Officer when they receive an unclassified tool. The Tool Control Officer will classify these tools as

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5... Any tool not returned or unaccounted for will be reported immediately to the Tool Control Officer or the person designated by u...nit/...or Cc...nter policy. ...ny inmate(s) who had access to the tool will be detained at that location until a thorough search has been made. ... written 005 Incident r...eport (005)

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65... Tools reported missing will be listed on the Missing Tool Log (Attachment C). ...f the tool is not found within three (3) months, it will be removed from the appropriate Area Tool inventory.

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Class A or Class B and add them to the Master Tool Directory, in consultation with the area supervisor/instructor and/or other designated staff person.

H. Tool Number:

1. Tools in daily use, (except identical tools issued to hoe squads, garden squads, utility squads, regional maintenance, etc.) will be identified by an alphabetical symbol and two (2) sets of corresponding numbers. For example, garment factory tools might be identified by the letter "GF" followed by two (2) numbers. The first number would identify the type of tool as a pair of scissors and the second number would identify the number of the tool itself. In this illustration, all scissors at the Garment Factory would be labeled GF1. Scissors number 1 would be labeled GF1-1. Scissors number 2 would be labeled GF1-2 and so on. All nippers in the Garment Factory would be identified by the symbol GF2. The letter GF2 identifies the tool as a pair of nippers. All nippers would then be consecutively numbered GF2-1, GF2-2 and so on.

2. Those tools described as identical tools and assigned to the hoe squad, garden squad, utility squad, regional maintenance, etc., will be identified by an alphabetical symbol and only one (1) identifying number. For example, all shovels assigned to the hoe squads may be labeled HS1. HS identifies the tool as assigned to the hoe squads. The number one (1) identifies the tool as a shovel. All swing blades assigned to the hoe squads might be identified by the symbol "HS2. The number two (2) identifies the tool as a swing blade.

3. The Tool Control Officer shall assist all area supervisors/instructors in establishing a system for numbering all tools in his/her respective areas. Tools which are secured in storage and not in daily use only need to be marked with their alphabetical symbol and number identifying the type of tool. Any tool large enough to mark with the alphabetical symbol and number shall be marked. Tools that are too small to be marked shall be listed on the tool inventory.

I. Workcraft Tools. Workcraft tools shall be marked with the inmate ADC #, the alphabetical prefix "WC" and the two (2) series of numbers. This will eliminate each unit from being required to re-mark tools when an inmate is transferred to another unit.

V. ATTACHMENTS:

- A – Master Tool Directory
- B – Format for all Tool Control Logs
- C – Missing Tool Log
- D – Daily Use – Area Tool Inventory
- E – Storage – Area Tool Inventory
- F – Report of Tool Inventory

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IV. STANDARDS:¶

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ATTACHMENT A

MASTER TOOL DIRECTORY - CLASS 'A' TOOLS

DESCRIPTION	CLASS
BUTCHER STEEL	A
CUTTERS	A
CUTTING TIPS	A
CUTTING TORCH	A
FILES	A
*GRINDERS	A
*HACKSAW	A
*HACKSAW BLADE	A
*HAIR SHAPER RAZOR	A
HAND SCISSORS SHARPENER	A
HONES	A
*ICE PICKS	A
KNIFE SHARPENER	A
*KNIVES	A
LADDERS (ASSORTED TYPES & SIZES)	A
*MACHETE	A
*MEAT CLEAVER	A
MEAT FORK	A
MEAT THERMOMETER	A
*PICK SET	A
PLIERS	A
*PROPANE TORCH HEAD	A
PRY BAR	A
RASP	A
RAZOR BLADE	A
RIPPING TOOL	A
ROOF HATCHET	A
ROSEBUD TORCH HEAD	A
SANDERS	A
SANDING STONE	A
*SAW BLADE	A
*SCALPEL	A
SCISSORS (ASSORTED TYPES & SIZES)	A
SERVING FORK	A
*STRAIGHT RAZOR	A
TEST LIGHT	A
TIN SNIPS	A
VALVE SEAT CUTTER	A
WISE GRIPS	A
WET ROCK	A
WING DIVIDERS	A
*WIRE CUTTERS	A

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MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION _____ **CLASS**

A/C CLUTCH REMOVER TOOL	B
A/C CLUTCH TOOL	B
A/C COMB	B
AGGIE HOE HEADS	B
AGGIE HOES	B
AIR BLOW GUN KIT	B
AIR BLOWER	B
AIR DRILL (3/8")	B
AIR FILE SANDER	B
AIR GREASER	B
AIR GAUGE	B
AIR HAMMER	B
AIR IMPACT SCREWDRIVER	B
AIR IMPACT SCREWDRIVER WRENCHES	B
AIR NAILER	B
AIR NOZZLE	B
AIR RIVET GUN	B
AIR RIVETER	B
AIR SCREWDRIVER (POSITIVE CLUTCH)	B
AIR SHEARS	B
AIR/WATER SYRINGE TIP	B
AIR/WATER SYRINGES	B
ALCOHOL TORCH	B
ALIGNING TOOL	B
ALLEN BIT	B
ALLEN WRENCH ADAPTERS	B
ALLEN WRENCHES	B
AMALGAM CARRIER	B
AEROSOL INJECTOR	B
AVIATION SNIPS	B
AWL	B
AXE HANDLE	B
AXE HEAD	B
AXES	B
AXLE SHAFT PUNCH	B
BACKSAWS	B
BANDAGE SCISSORS	B
BAR CLAMPS	B
BARD PARKER HANDLE	B
BARS	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION _____ **CLASS**

BASIN WRENCH	B
BATTERY POST WRENCH	B
BEARING PULLER	B
BODY SCHUTZ GUN	B
BOW DIVIDER	B
BOW SAW	B
BOX SAW	B
BRAKE PLIERS	B
BRAKE SPOON	B
BRASS DRIFT TOOL	B
BRAKOVER BAR	B
BRICK SPACING RULE	B
BROOM HANDLES	B
BROOM HEADS	B
BROOMS	B
BUTTON CUTTER (#22)	B
BUTTON MOLD SET (#22 3-PC)	B
CALIPER (5')	B
CALIPER COMPRESSOR	B
CALIPERS	B
CAN OPENER	B
CAN PUNCH	B
CARVER	B
CAULKING GUN	B
CAVITRON TIPS	B
CENTER PUNCH (1/2")	B
CHAIN SAW	B
CHAIN SETS	B
CHAINS (ASSORTED TYPES & SIZES)	B
CHANNEL LOCK PLIER	B
CHEATER PIPE	B
CHISELS	B
CLAMPS (C)	B
CLAMPS (FABRIC)	B
CLAMPS (U-3 WAY)	B
CLAMPS (WOOD)	B
CLINCH BLOCK	B
CLINCH PULLER	B
COAX STRIPPER	B
COIL COMB	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
COMBINATION SQUARE	B
COME-ALONG	B
COMPASS	B
COMPRESSION TESTER	B
CONCRETE FLOATS	B
CONCRETE TROWEL	B
COOK PADDLES	B
COPE SAW	B
COPPER TUBE FLARE SET	B
CORDLESS DRILL	B
CORE REMOVER TOOL	B
CRESCENT WRENCH	B
CRETE ALONG	B
CRIMPERS	B
CROSS CUT SAW	B
CURVED NEEDLE	B
CUT OFF SAW	B
CUTTER (BIG BUN)	B
CUTTER (BISCUIT)	B
CUTTER (CAST)	B
CUTTER (DOUGH)	B
CUTTER (HOT DOG BUN)	B
CUTTER (PIZZA)	B
CYLINDER RIDGE REAMER	B
DECAL INSTRUMENT	B
DENT PULLER	B
DENTAL LATHE	B
DENTAL MIRROR	B
DIAL SET	B
DIAMOND POINTS	B
DIGGING FORK	B
DIPPERS	B
DOLLY	B
DRAFTING TOOL	B
DRAIN SNAKES	B
DRILL (SMALL ELECTRIC)	B
DRILL BITS (METAL)	B
DRILL BITS (WOOD)	B
DRILL BRACE	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
DRILL CHUCK KEYS	B
DRIVE ADAPTER (3/8" TO 1/4")	B
DRIVE EXTENSIONS (ASSORTED SIZES)	B
DRIVER BAR	B
DRUM & CABLE SET	B
EASE OUT SET	B
EATING FORKS	B
EATING KNIVES	B
EATING SPOONS	B
EDGERS	B
ELECTRIC DRILL	B
ELECTRODE HOLDER	B
END NIPPERS	B
END PLANES	B
END SNIPS	B
ENGRAVER	B
EXCALIBER SAW	B
EXTENSION (1/4")	B
EXTENSION (3/4")	B
EXTENSION (3/8")	B
EXTENSION CORDS	B
EXTRACTION FORCEPS	B
EXTRACTOR KIT	B
EXTRACTORS (ASSORTED SIZES)	B
FEELER GAUGE	B
FENCE STRETCHER	B
FIELD HOES	B
FILING CABINET RODS	B
FILING KITS	B
FIN TOOL	B
FINSTER CLIPPER	B
FIREPLUG WRENCH	B
FLARING TOOL	B
FLOAT HANDLES	B
FLOOR SCRAPER	B
FLY WHEEL PULLER	B
FOOD THERMOMETER	B

MASTER TOOL DIRECTOR - CLASS 'B' TOOLS

DESCRIPTION	CLASS
FORCEPS (ASSORTED TYPES AND SIZES)	B
FORKS (ASSORTED TYPES AND SIZES)	B
FRAMING SQUARE	B
FUSE PULLER	B
GARDEN WEASEL	B
GAS HEDGE TRIMMER	B
GASKET SCRAPER	B
GEAR PULLERS	B
GLADE HANDLE	B
GLUE GUNS (AIR SPRAYERS)	B
GOOSENECK CLAW	B
GOUGES	B
GREASE GUN	B
GREASE GUN NOZZLE FITTING	B
GRINDING WHEEL DRESSER (LARGE)	B
GROMMET HOLE CUTTERS	B
GROMMET INSERTING DIES (2 PC)	B
GROUND CLAMPS FOR WELDER	B
HAIR CLIPPERS	B
HAIR CLIPPERS (ELECTRIC)	B
HAMMER (CLAW)	B
HAMMER DRILL	B
HAMMERS (ASSORTED TYPES & SIZES)	B
HAND CLIPPERS	B
HAND CULTIVATORS	B
HAND GRATERS	B
HAND LIMB SAW	B
HAND PRUNERS	B
HAND RIVETER	B
HAND SANDERS	B
HAND SICKLES	B
HAND WOOD SAW	B
HANDY BUTTON PRESS	B
HARMONIC BALANCER PULLER	B
HAY HOOKS	B
HEAD CLIPPERS	B
HEAL BAR	B
HEAT GUN	B
HEDGE CLIPPERS	B
HEEL DOLLY	B
HEMOSTAT (ASSORTED TYPES & SIZES)	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
HEX CRIMP TOOL	B
HEX KEY SET	B
HOG RING PLIER	B
HOLESAW SET	B
HOLLEN BACK	B
HOOF CLIPPERS	B
HOOF GAUGES	B
HOOF PICKS	B
HOOK	B
HORSE CLAMP PLIERS	B
HOSE CUTTER	B
ICE CREAM SCOOP	B
ICE SCOOP	B
ICE SCRAPER	B
IDLER PULLEY	B
IGNITION WRENCH	B
IMPACT (1/2")	B
IMPACT (3/8")	B
IMPACT (SWIVEL)	B
JACK HANDLE & LUG WRENCH	B
JAM GUN	B
JEWELERS SCREWDRIVER SET	B
JIG SAW	B
JIG SAW BLADES	B
KEY BOARD SAWS	B
KEY HOLE SAW	B
KNOCK OFF TOOL	B
KNOCKOUT SET	B
LADLES	B
LAWN MOWER BLADES	B
LEAF RAKES	B
LEATHER HOLE PUNCH	B
LEATHER PUNCH	B
LEVEL (ASSORTED TYPES & SIZES)	B
LINE UP TOOL	B
LINE WRENCHES (ASSORTED TYPES & SIZES)	B
LOCKDOWN TOOL	B
LUG WRENCH (4-WAY)	B
MAGNETIC FLEXIBLE DRIVER	B
MALLETS (ASSORTED TYPES & SIZES)	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
MASONRY BIT	B
MEAT TENDERIZER	B
MELON SCOOP	B
METAL SCOOP	B
MITER SAW	B
MIXING PADDLES	B
MIXING WHIPS	B
MODELING SPOONS	B
MODELING CUTTING SET	B
MOPS	B
MULTIPLE OUTLET EXTENSION CORD	B
NAIL CLIPPERS	B
NAIL PULLER BAR	B
NAIL SET	B
NEEDLE PROBES	B
NIPPER BLADES	B
NIPPERS	B
NUT DRIVER	B
NUT GAUGE	B
OIL RING REMOVER	B
PADDLE BITS	B
PAINT BRUSH	B
PAINT GUN	B
PAINT GUN WRENCH	B
PAINT HOSE (AIR)	B
PAINT ROLLERS	B
PAINT SCRAPER	B
PAPER CUTTER	B
PARALLELED RULING BARS	B
PARTS BRUSH	B
PASTRY BRUSH	B
PATCH ROLLERS	B
PENCIL SHARPENER	B
PHILLIPS BIT	B
PICK AXE	B
PICKS (DIRT)	B
PICTURE ROLLERS	B
PINCH BAR	B
PINKING SHEARS	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
PIPE CLAMPS	B
PIPE CUTTER	B
PIPE DIES (ASSORTED SIZES)	B
PIPE REAMER	B
PIPE TAP	B
PIPE THREADER	B
PIPE THREADER TOOL	B
PISTOL GRIP SWIFTACKER TOOL	B
PISTON GROOVE CLEANER	B
PISTON RING EXPANDER	B
PITCH FORKS	B
PLASTIC HANDLE MINI SCREWDRIVER SET	B
PLASTIC WEDGES	B
PLUNGE ROUTER	B
POLE CLIMBERS	B
POLE SAW	B
PORT-A-POWER ACCESSORIES	B
POST DRIVERS	B
POST HOLE DIGGERS	B
POTATO PEELERS (HAND-HELD)	B
POWER TOOL BIT	B
PRONG SOCKET	B
PRUNING SHEARS	B
PULLER PULLEY	B
PUNCH	B
PUTTY KNIFE	B
RAKES (ASSORTED TYPES)	B
RATCHET (1/2")	B
RATCHET (1/4")	B
RATCHET (3/8")	B
RATCHET (AIR)	B
REBOUND SLIDE SPRING TOOL	B
RIBBED SETTER	B
RIDGE REAMER	B
RIGID THREADER HANDLE	B
RING EXPANDER	B
ROLLER	B
ROLLING PIN	B
ROPES (ASSORTED TYPES & SIZES)	B
ROUTER (ELECTRIC)	B
ROUTER BITS	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
RUBBER SANDER	B
RUBBING BRICK	B
RULERS	B
SANDER (PALM GRIP 4")	B
SCREWDRIVER (4-WAY)	B
SCREWDRIVER BITS (FLAT LONG)	B
SCREWDRIVER BITS (FLAT SHORT)	B
SCREWDRIVER (IMPACT)	B
SCREWDRIVER (MAGNETIC)	B
SCREWDRIVER (PHILLIPS)	B
SCRIBE TOOLS	B
SEAM RIPPERS	B
SELF-CENTERING DOWEL JIG	B
SERVING DIPPER	B
SEWING MACHINE	B
SEWING MACHINE NEEDLES	B
SHEARS (ASSORTED TYPES & SIZES)	B
SHOE PULLERS	B
SHOE PUNCH	B
SHOE SPREADER	B
SHOP RING PLIERS	B
SHOVELS (ASSORTED TYPES & SIZES)	B
SICKLE BLADE	B
SKILL SAW	B
SLEDGE HAMMERS (ASSORTED TYPES & SIZES)	B
SLOTTED SPOON	B
SNAP RING PLIER	B
SNOW SHOVEL	B
SOCKET (1/2" DRIVE DEEPWELL)	B
SOCKET (1/2" DRIVE STD)	B
SOCKET (1/4" DRIVE STD)	B
SOCKET (3/8" DRIVE DEEPWELL)	B
SOCKET (3/8" DRIVE PHILLIPS SCREWDRIVER)	B
SOCKETS (3/4")	B
SOCKETS (3/8" DRIVE STD)	B
SOCKETS (3/8" DRIVE TORX)	B
SOCKETS (ALLEN WRENCH)	B
SOCKETS (SPARK PLUG)	B
SOLDERING GUN	B
SPATULAS (ASSORTED TYPES & SIZES)	B
SPEED SQUARE	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
SPIRAL REAMER	B
SPLITTING MALL	B
SPOT NAIL GUN	B
SPOT NAIL STAPLER	B
SPRING BENDER	B
SPRING CLIPPERS	B
SPRING INSTALLATION HOOK TOOL	B
SPRING PULLER	B
SQUARE	B
SQUARE (90 DEGRESS)	B
SQUEEGEES	B
STAPLE AND TACK LIFTER	B
STAPLE GUN (AIR)	B
STAPLE GUN (MANUAL)	B
STAPLE PULLER	B
STENCIL ROLLER	B
STIRRING WHIPS	B
STRAP RING PLIERS	B
SUGAR SCOOP	B
TAP HANDLE	B
TAPE MEASURE	B
TAPS	B
T-BEVEL	B
TIRE BEAD BUSTER	B
TIRE HAMMER	B
TIRE PLUG TOOL SET	B
TIRE SLIDE HAMMER	B
T-NAIL GUN	B
TONGS (ASSORTED TYPES & SIZES)	B
TORCH STRIKER	B
TORQUE WRENCH	B
TORX BITS	B
TRI-POD TRANSIT	B
T-SQUARE	B
TUBULAR BANDAGE APPLICATOR	B
TUFTING NEEDLE	B
TUNING FORKS	B
TWEEZERS	B
VALVE CORE REMOVER	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
VALVE LAPPING TOOL	B
VALVE SPRING CLAMP	B
VALVE SPRING COMPRESSOR	B
VALVE SPRING REMOVER TOOL	B
VEINERS	B
VINYL TILE ROLLER	B
WATER HOSE	B
WATER HOSE NOZZLE	B
WEBBING STRETCHER	B
WEED CUTTERS	B
WEED EATERS	B
WELDER'S TIP CLEANER	B
WELDING HOSES	B
WELDING TORCH SEATER	B
WINDSHIELD BONE	B
WIRE BRUSH	B
WIRE DISPENSER	B
WIRE GAUGE	B
WIRE MARKER	B
WIRE STRIPPER PLIERS	B
WIRE THREADER GUIDE	B
WIRE TWISTER	B
WIRE WHEEL	B
WOOD CHISEL	B
WORM DRIVE SAW	B
WORMING GUN	B
WRENCH (BOX)	B
WRENCH (BRAKE ADJUSTER)	B
WRENCH (COMBINATION)	B
WRENCH (CROW FOOT)	B
WRENCH (DIE)	B
WRENCH (DISTRIBUTOR)	B
WRENCH (LINE)	B
WRENCH (OIL FILTER)	B
WRENCH (OPEN)	B
WRENCH (OPEN/BOX)	B
WRENCH (PIPE)	B
WRENCH (RATCHET)	B
WRENCH (SOCKET)	B
YOKE CRANE REAMER	B



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

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ADMINISTRATIVE DIRECTIVE

SUBJECT: Tool Control

NUMBER: 2022-02

SUPERSEDES: 17-11

APPLICABILITY: All Employees

PAGE: 1 of 4

REFERENCE: AR 400 Security, American Correctional Association

APPROVED: Original Signed by Dexter Payne **EFFECTIVE DATE:** 1/20/2022

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to maintain all tools necessary for institutional operation in a safe and organized manner and to ensure that tools are used for their intended purposes. The ADC recognizes that all tools have the potential to cause serious injury or death. Therefore, the ADC has established protocols for all tools to be numbered, checked out and in, properly inventoried, and secured when not in use. Certain tools are more likely than others to be used to facilitate an escape. For this reason, the ADC has classified tools accordingly.

II. DEFINITIONS:

- A. Class A Tool. Any tool likely to facilitate an escape or an attempted escape.
- B. Class B Tool. Any tool not likely to facilitate an escape or attempted escape.
- C. Unclassified Tool. Any tools that are received that are not on an approved list.
- D. Workcraft Tools. Tools that are approved and assigned to inmates who are participants in the Inmate Workcraft Program.

III. PROCEDURE:

- A. Each Unit Warden or Work Release Center Supervisor shall designate a Tool Control Officer who will be responsible for the operation and management of the Tool Control Program. The Tool Control Officer will be responsible for:
 - 1. Classifying tools;
 - 2. Maintaining a Master Tool Directory;
 - 3. Maintaining copies of “Daily Use” and “Storage” inventories for each area; and
 - 4. Ensuring tools are marked according to their classification.

- B. Medical and dental instruments, tools, and sharps will be maintained in accordance with Health Services Operational Policy and Procedure 413.00 Sharps, Tools, and Contraband Control and Disposal.
- C. Each Area Supervisor/Instructor will be responsible for the daily issuing, receiving and inventory of all tools used in his/her respective area.
- D. Tool Classification and Use. Tools are classified to enable staff to effectively supervise and control all tools. In **most** instances, machines, equipment, and other items securely fastened (drill press, paper cutter) will not be considered as tools. However, certain equipment (i.e., bench grinder), if used improperly can produce weapons or objects which can be used to facilitate an escape. For this reason, grinders, and other similar equipment should be controlled to prevent unauthorized access. While it is difficult to classify every specific tool used within a facility, two (2) general categories are established, Class A Tools and Class B Tools. Class A Tools and Class B Tools shall be separated.
1. Class A. If a tool is classified as a Class A Tool, it shall be a Class A Tool in all areas of the facility. Class A tools cannot be a Class A in one area and considered a Class B in another. For example, scissors are a Class A Tool regardless of area or office. When not in use, Class A Tools must be secured in a metal, concrete block, or similar structure inaccessible to unauthorized persons. If a Class A Tool, such as a ladder, cannot be secured, it must be secured to a permanent structure when not in use. An inmate's use of Class A Tool requires supervision as directed by unit/center policy. Class A Tools must be removed from any living area at the end of each day.
 2. Class B. When not in use, Class B Tools must be secured in an area inaccessible to unauthorized persons. An inmate's use of Class B Tools requires supervision as designated by unit policy.
 3. Master Tool Directory. A directory of all tools including their classes will be maintained and updated by the Unit's Tool Control Officer. Tools identified with an asterisk shall be classified as a Class A Tool throughout the ADC and should be kept in the maintenance shop or the tool room (areas of issuance). The Master Tool Directory (Attachment A) serves only as a guide and can be used as a basis to classify tools acquired in the future.
- E. Excess Tools. No personal tools will be allowed. Excess tool inventories will be stored in a secure area. A daily inventory of this storage area will not be necessary. Instead, a secure storage inventory will be conducted each time tools are transferred from the Secure Storage Area to the Daily Use Area at the end of each month. An inventory of all tools located in secure storage areas will be maintained and posted with the stored tools.
- F. Issuance of Tools. A logbook will be maintained in the tool area to record the issuance of tools. See Attachment B for guidance on how the Tool Control Log shall be set up for each area. All tools will be checked out and back in daily. The Tool Control Officer or designee authorized to issue tools will log the following:
1. Tool number;
 2. Number of tools issued (if applicable);
 3. Date & time issued;

4. Staff member the tool is issued to;
5. Name of person issuing tool;
6. Date and time the tool is returned; and
7. Initials of person receiving the tool(s).

For routine issuance of an identical tool such as a “hoe” to a large number of inmates, (hoe squads, garden squads, utility squads, regional maintenance, etc.) the number of tools issued must be recorded.

At no time shall an inmate clerk be assigned or allowed to issue Class A Tools.

An inmate clerk may, however, be assigned to issue Class B Tools in work areas. When an inmate is assigned to issue Class B Tools, the Area Supervisor/Instructor shall be responsible for reviewing all log entries at the end of the inmate’s workday, prior to the departure of the inmate and all other workers assigned to a particular area. The Area Supervisor/Instructor will initial all applicable log sheets indicating the date and time the review was completed.

Any tool not returned or unaccounted for will be reported immediately to the Tool Control Officer or the person designated by Unit or Center policy. Any inmate(s) who had access to the tool will be detained at that location until a thorough search has been made. A written 005 Incident Report identifying the missing tool(s), and the circumstances surrounding its loss, shall be sent immediately to the Tool Control Officer.

Tools reported missing will be listed on the Missing Tool Log (Attachment C). If the tool is not found within three (3) months, it will be removed from the appropriate Area Tool inventory. The Missing Tool Log will be maintained and updated by the Tool Control Officer and distributed to the warden or his/her designee for review on a monthly basis.

Broken tools that cannot be repaired will be turned over to the Unit Tool Control Officer for disposal with an 005 Incident Report included. When the Tool Control Officer disposes of a broken tool, he/she must complete an 005 Incident Report to evidence the disposal.

G. Inventory of Tools

1. Separate inventories will be kept by each supervisor for tools in “Daily Use” (Attachment D) and “Storage” (Attachment E). These inventories must be signed by the supervisor, kept up-to-date, and shall be made available with the tools.
2. On the last working day of each month, the area supervisor/instructor or designee will account for the inventory of tools assigned to his/her area. The Area Tool Inventory Forms (Attachment D and Attachment E) for that specific area will be updated and posted with the respective tools. Report of Tool Inventory (Attachment F) shall be completed by the area supervisor/instructor and submitted no later than the 5th of the following month to the Unit’s Tool Control Officer, along with up-to-date copies of completed Daily Use Reports and Storage Reports. The report of Tool Inventory (Attachment F) attests to the accountability of all tools on the Area Tool Inventories (Attachment D & Attachment E) as inventoried on the last working day of the month.
3. Area supervisors/instructors will immediately notify the Tool Control Officer when they receive an unclassified tool. The Tool Control Officer will classify these tools as

Class A or Class B and add them to the Master Tool Directory, in consultation with the area supervisor/instructor and/or other designated staff person.

H. Tool Number:

1. Tools in daily use, (except identical tools issued to hoe squads, garden squads, utility squads, regional maintenance, etc.) will be identified by an alphabetical symbol and two (2) sets of corresponding numbers. For example, garment factory tools might be identified by the letter “GF” followed by two (2) numbers. The first number would identify the type of tool as a pair of scissors and the second number would identify the number of the tool itself. In this illustration, all scissors at the Garment Factory would be labeled GF1. Scissors number 1 would be labeled GF1-1. Scissors number 2 would be labeled GF1-2 and so on. All nippers in the Garment Factory would be identified by the symbol GF2. The letter GF2 identifies the tool as a pair of nippers. All nippers would then be consecutively numbered GF2-1, GF2-2 and so on.
 2. Those tools described as identical tools and assigned to the hoe squad, garden squad, utility squad, regional maintenance, etc., will be identified by an alphabetical symbol and only one (1) identifying number. For example, all shovels assigned to the hoe squads may be labeled HS1. HS identifies the tool as assigned to the hoe squads. The number one (1) identifies the tool as a shovel. All swing blades assigned to the hoe squads might be identified by the symbol “HS2. The number two (2) identifies the tool as a swing blade.
 3. The Tool Control Officer shall assist all area supervisors/instructors in establishing a system for numbering all tools in his/her respective areas. Tools which are secured in storage and not in daily use only need to be marked with their alphabetical symbol and number identifying the type of tool. Any tool large enough to mark with the alphabetical symbol and number shall be marked. Tools that are too small to be marked shall be listed on the tool inventory.
- I. Workcraft Tools. Workcraft tools shall be marked with the inmate ADC #, the alphabetical prefix “WC” and the two (2) series of numbers. This will eliminate each unit from being required to re-mark tools when an inmate is transferred to another unit.

V. ATTACHMENTS:

- A – Master Tool Directory
- B – Format for all Tool Control Logs
- C – Missing Tool Log
- D – Daily Use – Area Tool Inventory
- E – Storage – Area Tool Inventory
- F – Report of Tool Inventory

MASTER TOOL DIRECTORY - CLASS 'A' TOOLS

DESCRIPTION	CLASS
BUTCHER STEEL	A
CUTTERS	A
CUTTING TIPS	A
CUTTING TORCH	A
FILES	A
*GRINDERS	A
*HACKSAW	A
*HACKSAW BLADE	A
*HAIR SHAPER RAZOR	A
HAND SCISSORS SHARPENER	A
HONES	A
*ICE PICKS	A
KNIFE SHARPENER	A
*KNIVES	A
LADDERS (ASSORTED TYPES & SIZES)	A
*MACHETE	A
*MEAT CLEAVER	A
MEAT FORK	A
MEAT THERMOMETER	A
*PICK SET	A
PLIERS	A
*PROPANE TORCH HEAD	A
PRY BAR	A
RASP	A
RAZOR BLADE	A
RIPPING TOOL	A
ROOF HATCHET	A
ROSEBUD TORCH HEAD	A
SANDERS	A
SANDING STONE	A
*SAW BLADE	A
*SCALPEL	A
SCISSORS (ASSORTED TYPES & SIZES)	A
SERVING FORK	A
*STRAIGHT RAZOR	A
TEST LIGHT	A
TIN SNIPS	A
VALVE SEAT CUTTER	A
WISE GRIPS	A
WET ROCK	A
WING DIVIDERS	A
*WIRE CUTTERS	A

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
A/C CLUTCH REMOVER TOOL	B
A/C CLUTCH TOOL	B
A/C COMB	B
AGGIE HOE HEADS	B
AGGIE HOES	B
AIR BLOW GUN KIT	B
AIR BLOWER	B
AIR DRILL (3/8")	B
AIR FILE SANDER	B
AIR GREASER	B
AIR GAUGE	B
AIR HAMMER	B
AIR IMPACT SCREWDRIVER	B
AIR IMPACT SCREWDRIVER WRENCHES	B
AIR NAILER	B
AIR NOZZLE	B
AIR RIVET GUN	B
AIR RIVETER	B
AIR SCREWDRIVER (POSITIVE CLUTCH)	B
AIR SHEARS	B
AIR/WATER SYRINGE TIP	B
AIR/WATER SYRINGES	B
ALCOHOL TORCH	B
ALIGNING TOOL	B
ALLEN BIT	B
ALLEN WRENCH ADAPTERS	B
ALLEN WRENCHES	B
AMALGAM CARRIER	B
AEROSOL INJECTOR	B
AVIATION SNIPS	B
AWL	B
AXE HANDLE	B
AXE HEAD	B
AXES	B
AXLE SHAFT PUNCH	B
BACKSAWS	B
BANDAGE SCISSORS	B
BAR CLAMPS	B
BARD PARKER HANDLE	B
BARS	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION

CLASS

DESCRIPTION	CLASS
BASIN WRENCH	B
BATTERY POST WRENCH	B
BEARING PULLER	B
BODY SCHUTZ GUN	B
BOW DIVIDER	B
BOW SAW	B
BOX SAW	B
BRAKE PLIERS	B
BRAKE SPOON	B
BRASS DRIFT TOOL	B
BRAKOVER BAR	B
BRICK SPACING RULE	B
BROOM HANDLES	B
BROOM HEADS	B
BROOMS	B
BUTTON CUTTER (#22)	B
BUTTON MOLD SET (#22 3-PC)	B
CALIPER (5')	B
CALIPER COMPRESSOR	B
CALIPERS	B
CAN OPENER	B
CAN PUNCH	B
CARVER	B
CAULKING GUN	B
CAVITRON TIPS	B
CENTER PUNCH (1/2")	B
CHAIN SAW	B
CHAIN SETS	B
CHAINS (ASSORTED TYPES & SIZES)	B
CHANNEL LOCK PLIER	B
CHEATER PIPE	B
CHISELS	B
CLAMPS (C)	B
CLAMPS (FABRIC)	B
CLAMPS (U-3 WAY)	B
CLAMPS (WOOD)	B
CLINCH BLOCK	B
CLINCH PULLER	B
COAX STRIPPER	B
COIL COMB	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
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COMBINATION SQUARE	B
COME-ALONG	B
COMPASS	B
COMPRESSION TESTER	B
CONCRETE FLOATS	B
CONCRETE TROWEL	B
COOK PADDLES	B
COPE SAW	B
COPPER TUBE FLARE SET	B
CORDLESS DRILL	B
CORE REMOVER TOOL	B
CRESCENT WRENCH	B
CRETE ALONG	B
CRIMPERS	B
CROSS CUT SAW	B
CURVED NEEDLE	B
CUT OFF SAW	B
CUTTER (BIG BUN)	B
CUTTER (BISCUIT)	B
CUTTER (CAST)	B
CUTTER (DOUGH)	B
CUTTER (HOT DOG BUN)	B
CUTTER (PIZZA)	B
CYLINDER RIDGE REAMER	B
DECAL INSTRUMENT	B
DENT PULLER	B
DENTAL LATHE	B
DENTAL MIRROR	B
DIAL SET	B
DIAMOND POINTS	B
DIGGING FORK	B
DIPPERS	B
DOLLY	B
DRAFTING TOOL	B
DRAIN SNAKES	B
DRILL (SMALL ELECTRIC)	B
DRILL BITS (METAL)	B
DRILL BITS (WOOD)	B
DRILL BRACE	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
DRILL CHUCK KEYS	B
DRIVE ADAPTER (3/8" TO 1/4")	B
DRIVE EXTENSIONS (ASSORTED SIZES)	B
DRIVER BAR	B
DRUM & CABLE SET	B
EASE OUT SET	B
EATING FORKS	B
EATING KNIVES	B
EATING SPOONS	B
EDGERS	B
ELECTRIC DRILL	B
ELECTRODE HOLDER	B
END NIPPERS	B
END PLANES	B
END SNIPS	B
ENGRAVER	B
EXCALIBER SAW	B
EXTENSION (1/4")	B
EXTENSION (3/4")	B
EXTENSION (3/8")	B
EXTENSION CORDS	B
EXTRACTION FORCEPS	B
EXTRACTOR KIT	B
EXTRACTORS (ASSORTED SIZES)	B
FEELER GAUGE	B
FENCE STRETCHER	B
FIELD HOES	B
FILING CABINET RODS	B
FILING KITS	B
FIN TOOL	B
FINSTER CLIPPER	B
FIREPLUG WRENCH	B
FLARING TOOL	B
FLOAT HANDLES	B
FLOOR SCRAPER	B
FLY WHEEL PULLER	B
FOOD THERMOMETER	B

MASTER TOOL DIRECTOR - CLASS 'B' TOOLS

DESCRIPTION	CLASS
FORCEPS (ASSORTED TYPES AND SIZES)	B
FORKS (ASSORTED TYPES AND SIZES)	B
FRAMING SQUARE	B
FUSE PULLER	B
GARDEN WEASEL	B
GAS HEDGE TRIMMER	B
GASKET SCRAPER	B
GEAR PULLERS	B
GLADE HANDLE	B
GLUE GUNS (AIR SPRAYERS)	B
GOOSENECK CLAW	B
GOUGES	B
GREASE GUN	B
GREASE GUN NOZZLE FITTING	B
GRINDING WHEEL DRESSER (LARGE)	B
GROMMET HOLE CUTTERS	B
GROMMET INSERTING DIES (2 PC)	B
GROUND CLAMPS FOR WELDER	B
HAIR CLIPPERS	B
HAIR CLIPPERS (ELECTRIC)	B
HAMMER (CLAW)	B
HAMMER DRILL	B
HAMMERS (ASSORTED TYPES & SIZES)	B
HAND CLIPPERS	B
HAND CULTIVATORS	B
HAND GRATERS	B
HAND LIMB SAW	B
HAND PRUNERS	B
HAND RIVETER	B
HAND SANDERS	B
HAND SICKLES	B
HAND WOOD SAW	B
HANDY BUTTON PRESS	B
HARMONIC BALANCER PULLER	B
HAY HOOKS	B
HEAD CLIPPERS	B
HEAL BAR	B
HEAT GUN	B
HEDGE CLIPPERS	B
HEEL DOLLY	B
HEMOSTAT (ASSORTED TYPES & SIZES)	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
HEX CRIMP TOOL	B
HEX KEY SET	B
HOG RING PLIER	B
HOLESAW SET	B
HOLLEN BACK	B
HOOF CLIPPERS	B
HOOF GAUGES	B
HOOF PICKS	B
HOOK	B
HORSE CLAMP PLIERS	B
HOSE CUTTER	B
ICE CREAM SCOOP	B
ICE SCOOP	B
ICE SCRAPER	B
IDLER PULLEY	B
IGNITION WRENCH	B
IMPACT (1/2")	B
IMPACT (3/8")	B
IMPACT (SWIVEL)	B
JACK HANDLE & LUG WRENCH	B
JAM GUN	B
JEWELERS SCREWDRIVER SET	B
JIG SAW	B
JIG SAW BLADES	B
KEY BOARD SAWS	B
KEY HOLE SAW	B
KNOCK OFF TOOL	B
KNOCKOUT SET	B
LADLES	B
LAWN MOWER BLADES	B
LEAF RAKES	B
LEATHER HOLE PUNCH	B
LEATHER PUNCH	B
LEVEL (ASSORTED TYPES & SIZES)	B
LINE UP TOOL	B
LINE WRENCHES (ASSORTED TYPES & SIZES)	B
LOCKDOWN TOOL	B
LUG WRENCH (4-WAY)	B
MAGNETIC FLEXIBLE DRIVER	B
MALLETS (ASSORTED TYPES & SIZES)	B

DESCRIPTION	CLASS
MASONRY BIT	B
MEAT TENDERIZER	B
MELON SCOOP	B
METAL SCOOP	B
MITER SAW	B
MIXING PADDLES	B
MIXING WHIPS	B
MODELING SPOONS	B
MODELING CUTTING SET	B
MOPS	B
MULTIPLE OUTLET EXTENSION CORD	B
NAIL CLIPPERS	B
NAIL PULLER BAR	B
NAIL SET	B
NEEDLE PROBES	B
NIPPER BLADES	B
NIPPERS	B
NUT DRIVER	B
NUT GAUGE	B
OIL RING REMOVER	B
PADDLE BITS	B
PAINT BRUSH	B
PAINT GUN	B
PAINT GUN WRENCH	B
PAINT HOSE (AIR)	B
PAINT ROLLERS	B
PAINT SCRAPER	B
PAPER CUTTER	B
PARALLELED RULING BARS	B
PARTS BRUSH	B
PASTRY BRUSH	B
PATCH ROLLERS	B
PENCIL SHARPENER	B
PHILLIPS BIT	B
PICK AXE	B
PICKS (DIRT)	B
PICTURE ROLLERS	B
PINCH BAR	B
PINKING SHEARS	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION

CLASS

DESCRIPTION	CLASS
PIPE CLAMPS	B
PIPE CUTTER	B
PIPE DIES (ASSORTED SIZES)	B
PIPE REAMER	B
PIPE TAP	B
PIPE THREADER	B
PIPE THREADER TOOL	B
PISTOL GRIP SWIFTACKER TOOL	B
PISTON GROOVE CLEANER	B
PISTON RING EXPANDER	B
PITCH FORKS	B
PLASTIC HANDLE MINI SCREWDRIVER SET	B
PLASTIC WEDGES	B
PLUNGE ROUTER	B
POLE CLIMBERS	B
POLE SAW	B
PORT-A-POWER ACCESSORIES	B
POST DRIVERS	B
POST HOLE DIGGERS	B
POTATO PEELERS (HAND-HELD)	B
POWER TOOL BIT	B
PRONG SOCKET	B
PRUNING SHEARS	B
PULLER PULLEY	B
PUNCH	B
PUTTY KNIFE	B
RAKES (ASSORTED TYPES)	B
RATCHET (1/2")	B
RATCHET (1/4")	B
RATCHET (3/8")	B
RATCHET (AIR)	B
REBOUND SLIDE SPRING TOOL	B
RIBBED SETTER	B
RIDGE REAMER	B
RIGID THREADER HANDLE	B
RING EXPANDER	B
ROLLER	B
ROLLING PIN	B
ROPES (ASSORTED TYPES & SIZES)	B
ROUTER (ELECTRIC)	B
ROUTER BITS	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
RUBBER SANDER	B
RUBBING BRICK	B
RULERS	B
SANDER (PALM GRIP 4")	B
SCREWDRIVER (4-WAY)	B
SCREWDRIVER BITS (FLAT LONG)	B
SCREWDRIVER BITS (FLAT SHORT)	B
SCREWDRIVER (IMPACT)	B
SCREWDRIVER (MAGNETIC)	B
SCREWDRIVER (PHILLIPS)	B
SCRIBE TOOLS	B
SEAM RIPPERS	B
SELF-CENTERING DOWEL JIG	B
SERVING DIPPER	B
SEWING MACHINE	B
SEWING MACHINE NEEDLES	B
SHEARS (ASSORTED TYPES & SIZES)	B
SHOE PULLERS	B
SHOE PUNCH	B
SHOE SPREADER	B
SHOP RING PLIERS	B
SHOVELS (ASSORTED TYPES & SIZES)	B
SICKLE BLADE	B
SKILL SAW	B
SLEDGE HAMMERS (ASSORTED TYPES & SIZES)	B
SLOTTED SPOON	B
SNAP RING PLIER	B
SNOW SHOVEL	B
SOCKET (1/2" DRIVE DEEPWELL)	B
SOCKET (1/2" DRIVE STD)	B
SOCKET (1/4" DRIVE STD)	B
SOCKET (3/8" DRIVE DEEPWELL)	B
SOCKET (3/8" DRIVE PHILLIPS SCREWDRIVER)	B
SOCKETS (3/4")	B
SOCKETS (3/8" DRIVE STD)	B
SOCKETS (3/8" DRIVE TORX)	B
SOCKETS (ALLEN WRENCH)	B
SOCKETS (SPARK PLUG)	B
SOLDERING GUN	B
SPATULAS (ASSORTED TYPES & SIZES)	B
SPEED SQUARE	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
SPIRAL REAMER	B
SPLITTING MALL	B
SPOT NAIL GUN	B
SPOT NAIL STAPLER	B
SPRING BENDER	B
SPRING CLIPPERS	B
SPRING INSTALLATION HOOK TOOL	B
SPRING PULLER	B
SQUARE	B
SQUARE (90 DEGRESS)	B
SQUEEGEES	B
STAPLE AND TACK LIFTER	B
STAPLE GUN (AIR)	B
STAPLE GUN (MANUAL)	B
STAPLE PULLER	B
STENCIL ROLLER	B
STIRRING WHIPS	B
STRAP RING PLIERS	B
SUGAR SCOOP	B
TAP HANDLE	B
TAPE MEASURE	B
TAPS	B
T-BEVEL	B
TIRE BEAD BUSTER	B
TIRE HAMMER	B
TIRE PLUG TOOL SET	B
TIRE SLIDE HAMMER	B
T-NAIL GUN	B
TONGS (ASSORTED TYPES & SIZES)	B
TORCH STRIKER	B
TORQUE WRENCH	B
TORX BITS	B
TRI-POD TRANSIT	B
T-SQUARE	B
TUBULAR BANDAGE APPLICATOR	B
TUFTING NEEDLE	B
TUNING FORKS	B
TWEEZERS	B
VALVE CORE REMOVER	B

MASTER TOOL DIRECTORY - CLASS 'B' TOOLS

DESCRIPTION	CLASS
VALVE LAPPING TOOL	B
VALVE SPRING CLAMP	B
VALVE SPRING COMPRESSOR	B
VALVE SPRING REMOVER TOOL	B
VEINERS	B
VINYL TILE ROLLER	B
WATER HOSE	B
WATER HOSE NOZZLE	B
WEBBING STRETCHER	B
WEED CUTTERS	B
WEED EATERS	B
WELDER'S TIP CLEANER	B
WELDING HOSES	B
WELDING TORCH SEATER	B
WINDSHIELD BONE	B
WIRE BRUSH	B
WIRE DISPENSER	B
WIRE GAUGE	B
WIRE MARKER	B
WIRE STRIPPER PLIERS	B
WIRE THREADER GUIDE	B
WIRE TWISTER	B
WIRE WHEEL	B
WOOD CHISEL	B
WORM DRIVE SAW	B
WORMING GUN	B
WRENCH (BOX)	B
WRENCH (BRAKE ADJUSTER)	B
WRENCH (COMBINATION)	B
WRENCH (CROW FOOT)	B
WRENCH (DIE)	B
WRENCH (DISTRIBUTOR)	B
WRENCH (LINE)	B
WRENCH (OIL FILTER)	B
WRENCH (OPEN)	B
WRENCH (OPEN/BOX)	B
WRENCH (PIPE)	B
WRENCH (RATCHET)	B
WRENCH (SOCKET)	B
YOKE CRANE REAMER	B



ARKANSAS DEPARTMENT OF CORRECTIONS Division of Correction – Director’s Office

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Phone: (870) 267-6200 | Fax: (870) 267-6244

ADMINISTRATIVE DIRECTIVE

SUBJECT: Inmate Panels

NUMBER: 2022- **SUPERSEDES:** 16-32

APPLICABILITY: Deputy Directors; Superintendents/Wardens/Work Release Center Supervisors; Employees involved in Scheduling/Supervising Inmate Panels; and Inmates

REFERENCE: AR 007 Legislative Liaison and/or Inquiries; and AR 883 Chaplaincy Services, AD Facility and Court Ordered Tours.

PAGE: 1 of 3

APPROVED: _____ **EFFECTIVE DATE:** _____

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to permit selected inmates to participate in community and civic functions as part of an Inmate Panel. The participation of Inmate Panels in community and civic functions benefits the inmate, the ADC, and the community.

II. DEFINITIONS:

- A. Inmate Panel. A group of inmates approved by the Warden/Work Release Center Supervisor to speak about their life, choices, crimes, and incarceration.
- B. Inmate Panel Trip. An approved speaking engagement for an Inmate Panel to speak at an event in the community.
- C. Group Tour. Qualified educational, civic, or community groups approved to tour an ADC Unit or Center.
- D. One Day Court Ordered Tour. An individual who is ordered by a judge to serve one (1) day in an ADC facility as a condition of probation or suspended imposition of sentence.

III. PROCEDURES:

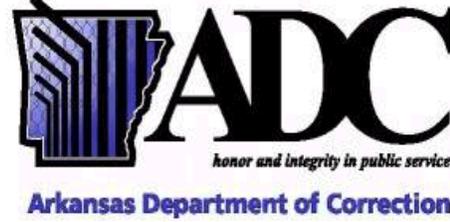
- A. General
 - 1. Upon request of a Warden/Work Release Center Supervisor, the appropriate Deputy Director may authorize a Unit or Center to have an Inmate Panel.

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DIVISION OF CORRECTION



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2. Upon approval, the Deputy Director will provide notification to the Communications Director of the Unit or Center authorized to have an Inmate Panel.

B. Specific

1. Selection of Inmate Panel Speakers

- a. The Warden/Work Release Center Supervisor must approve an inmate's participation in an Inmate Panel.
- b. The Classification Officer at each Unit or Center shall contact supervisors of various programs to develop and maintain a list of eligible inmates who may participate, and topics for panel discussions.
- c. An inmate must meet the following criteria to be considered for placement on an Inmate Panel:
 - i. Be Class I-A, I-B, or I-C;
 - ii. No escape or attempt to escape conviction;
 - iii. No conviction of any sexual offenses;
 - iv. One year disciplinary free;
 - v. Receive a positive recommendation from his/her supervisor that is reviewed and approved by the Warden/Work Release Center Supervisor; and
 - vi. No Battery/Assault on Staff charges.

2. Inmate Panel Trips

- a. The Warden/Work Release Center Supervisor may permit speaking engagements in the community when the panel can be adequately supervised by staff.
- b. Requests for Inmate Panels to visit and speak to a school or organization must be made by the person facilitating the event to the Communications Director in the Public Information Office.
- c. The appropriate Deputy Director must be notified and approve all Inmate Panel trips.
- d. The Public Information Office shall schedule and coordinate Inmate Panel trips.
- e. The trip will be assigned to the Unit or Center authorized to have an Inmate Panel that is closest to the requested destination.
- f. Trips are scheduled Monday through Friday, between the hours of 8 a.m. and 5 p.m. When exceptions occur, the Warden/Work Release Center Supervisor shall be notified by the Public Information Office.
- g. Only inmates who are Class 1-A or 1-B shall be permitted to participate in a coordinated Inmate Panel trip. The Warden must approve a Class 1-C inmate for participation in an Inmate Panel Trip.

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¶ The Warden/Center Supervisor may permit speaking engagements when the panel can be adequately supervised by staff.¶

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3. Inmate Panels may be permitted to speak about their personal experiences with:

- a. Drugs;
- b. Alcohol abuse;
- c. Behavior problems, etc;
 - i. How these factors influenced crime;
 - ii. Incarceration within a prison.

C. Group Tours

If requested and approved by the Warden/Work Release Center Supervisor, an Inmate Panel may make a presentation before a Group Tour either prior to or following the n tour of a Unit or Center.

D. Court Ordered One Day Tours

When an individual is ordered by an Arkansas Court to complete a One Day Tour of an ADC facility, the Inmate Panel will speak to the court ordered individual.

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The Public Information Office shall schedule and coordinate panel trips and will assign the trip to the Unit/Center closest to the destination and authorized to have an Inmate Panel.¶

¶ Trips are normally scheduled Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. When exceptions occur, the Warden/Center Supervisor shall be notified by the Public Information Office.¶

¶ Only inmates who are Class 1-A or 1-B shall be permitted to participate in a coordinated panel trips The Warden/Center Supervisor must approve a Class 1-C inmate for panel trips. Inmates on an Inmate panel trip should be escorted in handcuffs as referenced in the AD on transportation of inmates. ¶

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ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

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ADMINISTRATIVE DIRECTIVE

SUBJECT: Inmate Panels

NUMBER: 2022-03

SUPERSEDES: 16-32

APPLICABILITY: Deputy Directors; Superintendents/Wardens/Work Release Center Supervisors; Employees involved in Scheduling/Supervising Inmate Panels; and Inmates

REFERENCE: AR 007 Legislative Liaison and/or Inquiries; and AR 883 Chaplaincy Services, AD Facility and Court Ordered Tours.

PAGE: 1 of 3

APPROVED: Original signed by Dexter Payne **EFFECTIVE DATE:** 1/20/2022

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to permit selected inmates to participate in community and civic functions as part of an Inmate Panel. The participation of Inmate Panels in community and civic functions benefits the inmate, the ADC, and the community.

II. DEFINITIONS:

- A. Inmate Panel. A group of inmates approved by the Warden/Work Release Center Supervisor to speak about their life, choices, crimes, and incarceration.
- B. Inmate Panel Trip. An approved speaking engagement for an Inmate Panel to speak at an event in the community.
- C. Group Tour. Qualified educational, civic, or community groups approved to tour an ADC Unit or Center.
- D. One Day Court Ordered Tour. An individual who is ordered by a judge to serve one (1) day in an ADC facility as a condition of probation or suspended imposition of sentence.

III. PROCEDURES:

A. General

1. Upon request of a Warden/Work Release Center Supervisor, the appropriate Deputy Director may authorize a Unit or Center to have an Inmate Panel.

2. Upon approval, the Deputy Director will provide notification to the Communications Director of the Unit or Center authorized to have an Inmate Panel.
- B. Specific
1. Selection of Inmate Panel Speakers
 - a. The Warden/Work Release Center Supervisor must approve an inmate's participation in an Inmate Panel.
 - b. The Classification Officer at each Unit or Center shall contact supervisors of various programs to develop and maintain a list of eligible inmates who may participate, and topics for panel discussions.
 - c. An inmate must meet the following criteria to be considered for placement on an Inmate Panel:
 - i. Be Class I-A, I-B, or I-C;
 - ii. No escape or attempt to escape conviction;
 - iii. No conviction of any sexual offenses;
 - iv. One year disciplinary free;
 - v. Receive a positive recommendation from his/her supervisor that is reviewed and approved by the Warden/Work Release Center Supervisor; and
 - vi. No Battery/Assault on Staff charges.
 2. Inmate Panel Trips
 - a. The Warden/Work Release Center Supervisor may permit speaking engagements in the community when the panel can be adequately supervised by staff.
 - b. Requests for Inmate Panels to visit and speak to a school or organization must be made by the person facilitating the event to the Communications Director in the Public Information Office.
 - c. The appropriate Deputy Director must be notified and approve all Inmate Panel trips.
 - d. The Public Information Office shall schedule and coordinate Inmate Panel trips.
 - e. The trip will be assigned to the Unit or Center authorized to have an Inmate Panel that is closest to the requested destination.
 - f. Trips are scheduled Monday through Friday, between the hours of 8 a.m. and 5 p.m. When exceptions occur, the Warden/Work Release Center Supervisor shall be notified by the Public Information Office.
 - g. Only inmates who are Class 1-A or 1-B shall be permitted to participate in a coordinated Inmate Panel trip. The Warden must approve a Class 1-C inmate for participation in an Inmate Panel Trip.

3. Inmate Panels may be permitted to speak about their personal experiences with:

- a. Drugs;
- b. Alcohol abuse;
- c. Behavior problems, etc;
 - i. How these factors influenced crime;
 - ii. Incarceration within a prison.

C. Group Tours

If requested and approved by the Warden/Work Release Center Supervisor an Inmate Panel may make a presentation before a Group Tour either prior to or following the n tour of a Unit or Center.

D. Court Ordered One Day Tours

When an individual is ordered by an Arkansas Court to complete a One Day Tour of an ADC facility, the Inmate Panel will speak to the court ordered individual.



ARKANSAS DEPARTMENT OF CORRECTIONS Division of Correction – Director’s Office

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ADMINISTRATIVE DIRECTIVE

SUBJECT: Facility, Program, and Court Ordered Tours

NUMBER: ~~2022-~~ **SUPERSEDES:** ~~18-13~~

APPLICABILITY: All staff, especially those involved in the management of facilities and programs

REFERENCE: A.C.A. § 5-54-119, AR 009 Public & Community Relations, AD Inmate Panels, SD Public Relations and Release of Information, AD Unit Entry Procedures for Inmates, Visitors, and Staff for the Control of Contraband

PAGE: 1 of 4

APPROVED: _____ **EFFECTIVE DATE:** _____

I. POLICY

It is the policy of the Arkansas Division of Correction (ADC) to establish guidelines regarding tours of the various facilities and programs. The purpose of tours is to inform the public of the operations of the ADC, the nature of its facilities, and the various programs designed to advance the Division's goals of safety, security, and rehabilitation. These tours are available to qualified educational, civic, and community groups. Tours will be conducted under staff supervision to ensure the safety of visitors, and to allow visitors to observe the daily operations of ADC facilities and programs to the greatest extent possible consistent with the operational needs of the ADC.

In addition, an Arkansas court may enter an order directing an individual, usually a person on probation (under terms and conditions of probation), to a "One Day Tour" of an ADC facility. The ADC will accommodate these court ordered tours in a manner that is consistent with the safety and security of the individual and the facility.

II. PROCEDURES

A. Scheduling Guidelines

1. All group tours will be arranged through the Communications Division, Public Information Office. All group tour requests will be made utilizing the Group Tour Request Form (Attachment I) and must be approved by the Department of Corrections, Communications Director and the Warden/Work Release Center Supervisor/Program Administrator or designee. A copy of this directive will be provided to the group representative requesting a tour. Permissible groups include, but are not limited to:

- a. Public and private high schools;
- b. Colleges;

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- c. Universities;
- d. Juvenile delinquency programs;
- e. Government officials; and
- f. Community organizations.

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2. Group tours will be scheduled to begin at either 9 a.m. or 1 p.m., Monday through Friday, at their discretion, the Warden/Work Release Center Supervisor/Program Administrator and the Communications Director or designee.

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3. The minimum age of a tour participant will be fourteen (14) years. If a request to admit a tour participant who is younger than fourteen (14) is received by the Communications Director that request will be reviewed, and either approved or denied by the ADC Director or the Director's designee may schedule a tour at an alternate time.

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4. Tour groups will be limited to twenty (20) people (including group organizers and teachers). The facility Warden/Work Release Center Supervisor may further limit the number of people in a tour group to ensure the good order and safety of the facility. At the discretion of the Warden/Work Release Center Supervisor, more than twenty (20) people may be allowed.

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5. Facilities housing maximum security inmates may only be toured by:

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- a. Properly credentialed criminal justice professionals;
- b. Criminal justice instructors and their classes;
- c. *Members and staff of the Board of Corrections;
- d. *Members of the General Assembly or its designated staff;
- e. *The Attorney General's Office; and
- f. *Members of the Governor's staff.

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*The Communications Director or designee must always accompany these tours.

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B. Tour Guidelines

1. The Warden/Work Release Center Supervisor/Program Administrator, or his/her designee will ensure that appropriate personnel are assigned to facilitate the tour group.

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2. Experienced personnel who are aware of the needs of the group touring will facilitate the tour.

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3. If requested and approved by the Warden/Work Release Center Supervisor/Program Administrator an inmate panel may make a presentation to the group either prior to or following the tour.

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C. Guidelines for Group Members

1. All people, property, and vehicles entering State property shall be subject to a search. All members of tour groups must successfully clear the facility's entrance procedures. Any refusal to comply with searches will result in denial of entry into the facility and future entry to an ADC facility.

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¶ If requested and approved by the Warden/Center Supervisor/Program Administrator an inmate panel may make a presentation to the gr...

2. Group members must dress in a manner that is respectful of ADC staff, the inmate population and the professional correctional environment maintained by the ADC. Prohibited clothing includes but is not limited to brief cut, sleeveless, provocative or any other inappropriate clothing; halter-tops, tank tops, hats, shorts, miniskirts/dresses, see-through clothing, leggings, jeggings, or camouflage attire. Shoulders must be covered. Clothing containing metal (such

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snaps, buttons, buckles, underwire bras, etc.) should be avoided as those items may prevent the visitor from clearing certain security devices, cause delays, lead to additional searches or result in denial of entry to the facility. Hairstyles with metal pins may also result in denial, or delay, if unable to clear security devices.

3. Members of tour groups will not be permitted to touch inmates, such as shaking hands, hugging, or pats on the back.
4. Members of tour groups will not be permitted to give an inmate money, gifts, food, notes, or any other items.
5. Conduct that threatens the safety and good order of the facility will not be permitted and may result in termination of the tour and denial of any future visits to a correctional facility.
6. Members of tour groups will be allowed to carry in only the following items:
 - a. Photo I.D.
 - b. Car keys;
 - c. Jewelry (being worn); and
 - d. A notebook, ink pen, or pencil for educational purposes.
7. No cell phones, smart watches or other electronic devices are allowed. The Warden/Center Supervisor may place additional restrictions on items that can be brought into the facility.
8. Pursuant to A.C.A. § 5-54-119, the furnishing or introduction of a prohibited article, or attempt to furnish or introduce, into an ADC facility is a felony. Any incidents of this nature will be referred to the Arkansas State Police for criminal prosecution. Prohibited articles include tobacco, any smoking paraphernalia, electronic communication devices, alcohol, and/or drugs, or who knowingly brings, or attempts to bring, any alcohol, drugs, tobacco, electronic communication devices, etc., into the institution, or upon its grounds. In addition, such incidents shall result in the indefinite suspension of all tour and visitation/telephone privileges of such person(s) and or the sponsoring organization.
9. Any member of a group tour under the influence of alcohol and/or drugs may be detained, arrested by the appropriate authorities or removed from the institution's grounds immediately. Such incidents shall result in the indefinite suspension of all tour and visitation/telephone privileges of such person(s) and or the sponsoring organization.
10. Former ADC employees and former contract employees, designated as "not eligible for rehire," shall not be approved for a facility tour for a period of three (3) years from their last date of employment or contract work. Information pertaining to former ADC employees must be disclosed on the Group Tour Request form. If it is discovered that a person did not disclose former employment, that person will be barred from any future visits to an ADC facility.

D. Procedures for Court Ordered Tours

1. All Court Ordered Tours will be scheduled through the Public Information Office. A Parole/Probation Officer or Court Bailiff must submit an Order from the sentencing court to the Public Information Office to request scheduling. All sentencing orders sent to Centralized Records must be forwarded to the appropriate Probation/Parole Officer.
2. All Court Ordered Tours will be conducted at the Cummins Unit (males) or the McPherson Unit (females). Other units may be designated on a case-by-case basis for Court Ordered Tours by the appropriate Deputy Director. Each designated unit will adopt a Unit Policy governing such visits and provide the current unit policy to the Communications Director.

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All persons, property, and vehicles entering State property shall be subject to search. Any refusal to comply with searches will result in denial of current and future entry into the facility.

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Deleted: The incident shall be reported to the Arkansas State Police for potential criminal proceedings. In addition, such incidents shall result in the indefinite suspension of all tour and visitation/telephone privileges of such person(s) and or the sponsoring organization.¶

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Deleted: Note: Members of tour groups will be allowed to carry in only the following items: identification, car keys, jewelry (being worn), and a notebook and ink pen or pencil if the tour is for an educational purpose. No cell phones or other electronic devices are allowed. A Warden/Center Supervisor/Program Administrator may place additional restrictions on items that can be brought into the facility. All members of tour groups must successfully clear the facility's entrance procedures.

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3. Offenders will arrive at the facility at the time set by Unit policy with their sentencing order and a government-issued picture I.D.
4. Offenders must successfully complete a clearance procedure (drug test, strip search), prior to the beginning of a tour. Appropriate staff will conduct a drug test on each court ordered visitor. If the test shows positive results, the clearance process will be halted, and the appropriate Probation/Parole Officer will be notified. In addition, any court ordered visitor who tests positive for an illegal substance or alcohol on a drug test will not be allowed to drive on ADC property.
5. All court ordered visitors will be strip searched to detect the presence of any contraband. Prior to the strip search, the individual will be informed that the furnishing or introducing any prohibited item into a correctional facility is a felony. The court ordered visitor will be escorted to a private area by a correctional officer of the same gender, who will perform the strip search. If contraband is discovered, it will be confiscated and documented by the correctional officer and the court ordered visitor will not be allowed to tour. Established procedures will be followed in dealing with the individual and the contraband. If no contraband is found, the court ordered visitor will be allowed to dress and proceed with the tour.
6. Court ordered visitors will be dressed in clothing readily differentiating them from the regular inmate population.
7. In addition to touring the facility, all court ordered visitors will speak to an Inmate Panel.
8. At the end of the tour, the court ordered visitor will sign a Completion of Court Ordered Tour Certification Form (Attachment II). A copy of this form will be sent to the Public Information Office, who will in turn provide it to the appropriate Parole/Probation Officer.

III. ATTACHMENTS

- [Attachment I, Group Tour Request Form](#)
- [Attachment II, Court Ordered Tour Completion Form](#)

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All Court Ordered Tours will be conducted at the Cummins Unit (males) or the McPherson Unit (females). Other units may be designated on a case-by-case basis for Court Ordered Tours by the appropriate Deputy or Assistant Director. Each designated unit will adopt a Unit Policy governing such visits and provide the current Unit Policy to the DOC Public Information Officer/Communications Director. ¶

Offenders will arrive at a set time by Unit policy, with their sentencing order, and a government-issued picture identification.I.D. ¶

Appropriate sStaff will conduct a drug test on each court ordered visitor. If the test shows positive results, the clearance process will be halted and the appropriate Probation/Parole Officer will be notified. In addition, any court ordered visitor who tests positive for an illegal substance or alcohol on a drug test will not be allowed to drive on ADC property. ¶

A Correctional Officer will conduct a strip search of each court ordered visitor. Prior to the strip search, the individual will be informed that the furnishing or introducing any prohibited item into a correctional facility is a felony. The court ordered visitor will be escorted to a private area by a person of the same gender, who will perform the strip search. All searches will be conducted in an area separate and private from inmates and other staff, if possible, and in such a way as to ensure tact, privacy, and a minimum of embarrassment. If contraband is discovered, it will be confiscated and documented taken by security staff and the court ordered visitor will not be allowed to tour. be allowed to dress. Established procedures will be followed in dealing with the individual and the contraband...

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Court ordered visitors will be dressed in clothing readily differentiating them from the regular inmate population. ¶

All court ordered visitors will speak to an Inmate Panel, in addition to touring the facility. ¶

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ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

GROUP TOUR REQUEST FORM Attachment I

One (1) form must be completed per unit. No more than twenty (20) individuals are allowed in a group, and no one younger than fourteen (14 is allowed unless approved by the Director or designee.

NAME & TITLE: _____ ORGANIZATION: _____

ADDRESS: _____

CONTACT NUMBER: _____ EMAIL: _____

TOTAL NUMBER OF PARTICIPANTS (including staff): _____ TOTAL NUMBER UNDER 14 y/o: _____

Are any tour participants former ADC employees or former contract employees? Yes No
If yes, please list: _____

INMATE PANEL REQUESTED? Yes No *UNIT/PROGRAM REQUESTED: _____

DATE REQUESTED: _____ TIME (check one): 9 a.m. 1 p.m.

PURPOSE OF TOUR: _____

* Availability is subject to change. Please contact the Public Information Office at (870) 267-6385 for a current list of available units/programs.

*****FOR STAFF USE ONLY*****

DATE RECEIVED: _____ RECEIVED BY: _____

APPROVED DENIED

COMMUNICATIONS DIRECTOR _____ DATE _____

APPROVED DENIED

WARDEN/WORK RELEASE CENTER SUPERVISOR _____ DATE _____

**If under 14 y/o

APPROVED DENIED

DIRECTOR OR DESIGNEE _____ DATE _____

** When required, all officials must APPROVE the request before the tour can be confirmed.



DIVISION OF CORRECTION
TOUR F

One (1) form must be completed per unit. No more than twenty (20) individuals are allowed in a group, and no one younger than 14 is allowed unless approved by the Director or designee.

NAME & TITLE: _____

ADDRESS: _____

CONTACT NUMBER: _____

TOTAL NUMBER OF PARTICIPANTS (including staff): _____

Are any tour participants former ADC employees or former contract employees? Yes No
If yes, please list: _____

INMATE PANEL REQUESTED? Yes No

DATE REQUESTED: _____

PURPOSE OF TOUR: _____

* Availability is subject to change. Please contact the Public Information Office at (870) 267-6385 for a current list of available units/programs.

*****FOR STAFF USE ONLY*****

DATE RECEIVED: _____

PUBLIC INFORMATION OFFICER _____

WARDEN/CENTER SUPERVISOR _____

DIRECTOR OR DESIGNEE _____

** - When required, all officials must APPROVE the request before the tour can be confirmed.

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ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

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Attachment II

COURT ORDERED TOUR COMPLETION FORM

DATE: _____

THIS IS TO CERTIFY THAT _____ REPORTED TO THE _____
UNIT AS ORDERED FROM _____ COUNTY ON _____
AND DEPARTED ON _____.

THE AFOREMENTIONED INDIVIDUAL SPENT THE DAY TOURING THE UNIT, OBSERVING THE INMATES
PERFORMING THEIR USUAL TASKS, AND SPEAKING TO A PANEL OF INMATES.

SIGNATURE DATE

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ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
 Pine Bluff, Arkansas 71602
 Phone: (870) 267-6200 | Fax: (870) 267-6244

ADMINISTRATIVE DIRECTIVE

SUBJECT: Facility, Program, and Court Ordered Tours

NUMBER: 2022-04

SUPERSEDES: 18-13

APPLICABILITY: All staff, especially those involved in the management of facilities and programs

REFERENCE: A.C.A. § 5-54-119, AR 009 Public & Community Relations, AD Inmate Panels, SD Public Relations and Release of Information, AD Unit Entry Procedures for Inmates, Visitors, and Staff for the Control of Contraband

PAGE: 1 of 4

APPROVED: Original Signed by Dexter Payne EFFECTIVE DATE: 1/27/2022

I. POLICY

It is the policy of the Arkansas Division of Correction (ADC) to establish guidelines regarding tours of the various facilities and programs. The purpose of tours is to inform the public of the operations of the ADC, the nature of its facilities, and the various programs designed to advance the Division’s goals of safety, security, and rehabilitation. These tours are available to qualified educational, civic, and community groups. Tours will be conducted under staff supervision to ensure the safety of visitors, and to allow visitors to observe the daily operations of ADC facilities and programs to the greatest extent possible consistent with the operational needs of the ADC.

In addition, an Arkansas court may enter an order directing an individual, usually a person on probation (under terms and conditions of probation), to a “One Day Tour” of an ADC facility. The ADC will accommodate these court ordered tours in a manner that is consistent with the safety and security of the individual and the facility.

II. PROCEDURES

A. Scheduling Guidelines

1. All group tours will be arranged through the Communications Division, Public Information Office. All group tour requests will be made utilizing the Group Tour Request Form (Attachment I) and must be approved by the Department of Corrections Communications Director and the Warden/Work Release Center Supervisor/Program Administrator or designee. A copy of this directive will be provided to the group representative requesting a tour. Permissible groups include, but are not limited to:
 - a. Public and private high schools;
 - b. Colleges;

- c. Universities;
 - d. Juvenile delinquency programs;
 - e. Government officials; and
 - f. Community organizations.
2. Group tours will be scheduled to begin at either 9 a.m. or 1 p.m., Monday through Friday. At their discretion, the Warden/Work Release Center Supervisor/Program Administrator and the Communications Director or designee.
 3. The minimum age of a tour participant will be fourteen (14) years. If a request to admit a tour participant who is younger than fourteen (14) is received by the Communications Director, that request will be reviewed, and either approved or denied by the ADC Director or the Director's designee may schedule a tour at an alternate time.
 4. Tour groups will be limited to twenty (20) people (including group organizers and teachers). The facility Warden/Work Release Center Supervisor may further limit the number of people in a tour group to ensure the good order and safety of the facility. At the discretion of the Warden/Work Release Center Supervisor, more than twenty (20) people may be allowed.
 5. Facilities housing maximum security inmates may only be toured by:
 - a. Properly credentialed criminal justice professionals;
 - b. Criminal justice instructors and their classes;
 - c. *Members and staff of the Board of Corrections;
 - d. *Members of the General Assembly or its designated staff;
 - e. *The Attorney General's Office; and
 - f. *Members of the Governor's staff.

*The Communications Director or designee must always accompany these tours.

B. Tour Guidelines

1. The Warden/Work Release Center Supervisor/Program Administrator, or his/her designee, will ensure that appropriate personnel are assigned to facilitate the tour group.
2. Experienced personnel who are aware of the needs of the group touring will facilitate the tour.
3. If requested and approved by the Warden/Work Release Center Supervisor/Program Administrator an inmate panel may make a presentation to the group either prior to or following the tour.

C. Guidelines for Group Members

1. All people, property, and vehicles entering State property shall be subject to a search. All members of tour groups must successfully clear the facility's entrance procedures. Any refusal to comply with searches will result in denial of entry into the facility and future entry to any ADC facility.
2. Group members must dress in a manner that is respectful of ADC staff, the inmate population, and the professional correctional environment maintained by the ADC. Prohibited clothing includes but is not limited to brief cut, sleeveless, provocative or any other inappropriate clothing; halter-tops, tank tops, hats, shorts, miniskirts/dresses, see-through clothing, leggings, jeggings, or camouflage attire. Shoulders must be covered. Clothing containing metal (such as

snaps, buttons, buckles, underwire bras, etc.) should be avoided as those items may prevent the visitor from clearing certain security devices, cause delays, lead to additional searches or result in denial of entry to the facility. Hairstyles with metal pins may also result in denial, or delay, if unable to clear security devices.

3. Members of tour groups will not be permitted to touch inmates such as shaking hands, hugging, or pats on the back.
4. Members of tour groups will not be permitted to give an inmate money, gifts, food, notes, or any other items.
5. Conduct that threatens the safety and good order of the facility will not be permitted and may result in termination of the tour and denial of any future visits to a correctional facility.
6. Members of tour groups will be allowed to carry in only the following items:
 - a. Photo I.D.;
 - b. Car keys;
 - c. Jewelry (being worn); and
 - d. A notebook, ink pen, or pencil for educational purposes.
7. No cell phones, smart watches or other electronic devices are allowed. The Warden/Work Release Center Supervisor may place additional restrictions on items that can be brought into the facility.
8. Pursuant to A.C.A. § 5-54-119, the furnishing or introduction of a prohibited article, or an attempt to furnish or introduce, into an ADC facility is a felony. Any incidents of this nature will be referred to the Arkansas State Police for criminal prosecution. Prohibited article includes tobacco, any smoking paraphernalia, electronic communication devices, alcohol and/or drugs. or who knowingly brings, or attempts to bring, any alcohol, drugs, tobacco, electronic communication devices, etc., into the institution, or upon its grounds. In addition, such incidents shall result in the indefinite suspension of all tour and visitation/telephone privileges of such person(s) and or the sponsoring organization.
9. Any member of a group tour under the influence of alcohol and/or drugs may be detained for arrest by the appropriate authorities or removed from the institution's grounds immediately. Such incidents shall result in the indefinite suspension of all tour and visitation/telephone privileges of such person(s) and or the sponsoring organization.
10. Former ADC employees and former contract employees, designated as "not eligible for rehire," shall not be approved for a facility tour for a period of three (3) years from their last date of employment or contract work. Information pertaining to former ADC employees must be disclosed on the Group Tour Request form. If it is discovered that a person did not disclose former employment, that person will be barred from any future visits to an ADC facility.

D. Procedures for Court Ordered Tours

1. All Court Ordered Tours will be scheduled through the Public Information Office. A Parole/Probation Officer or Court Bailiff must submit an Order from the sentencing court to the Public Information Office to request scheduling. All sentencing orders sent to Centralized Records must be forwarded to the appropriate Probation/Parole Officer.
2. All Court Ordered Tours will be conducted at the Cummins Unit (males) or the McPherson Unit (females). Other units may be designated on a case-by-case basis for Court Ordered Tours by the appropriate Deputy Director. Each designated unit will adopt a Unit Policy governing such visits and provide the current unit policy to the Communications Director.

3. Offenders will arrive at the facility at the time set by Unit policy with their sentencing order, and a government-issued picture I.D.
4. Offenders must successfully complete a clearance procedure (drug test, strip search), prior to the beginning of a tour. Appropriate staff will conduct a drug test on each court ordered visitor. If the test shows positive results, the clearance process will be halted, and the appropriate Probation/Parole Officer will be notified. In addition, any court ordered visitor who tests positive for an illegal substance or alcohol on a drug test will not be allowed to drive on ADC property.
5. All court ordered visitors will be strip searched to detect the presence of any contraband. Prior to the strip search, the individual will be informed that the furnishing or introducing any prohibited item into a correctional facility is a felony. The court ordered visitor will be escorted to a private area by a correctional officer of the same gender, who will perform the strip search. If contraband is discovered, it will be confiscated and documented by the correctional officer and the court ordered visitor will not be allowed to tour. Established procedures will be followed in dealing with the individual and the contraband. If no contraband is found, the court ordered visitor will be allowed to dress and proceed with the tour.
6. Court ordered visitors will be dressed in clothing readily differentiating them from the regular inmate population.
7. In addition to touring the facility, all court ordered visitors will speak to an Inmate Panel.
8. At the end of the tour, the court ordered visitor will sign a Completion of Court Ordered Tour Certification Form (Attachment II). A copy of this form will be sent to the Public Information Office, who will in turn provide it to the appropriate Parole/Probation Officer.

III. ATTACHMENTS

Attachment I Group Tour Request Form

Attachment II Court Ordered Tour Completion Form



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

GROUP TOUR REQUEST FORM Attachment I

One (1) form must be completed per unit. No more than twenty (20) individuals are allowed in a group, and no one younger than fourteen (14 is allowed unless approved by the Director or designee.

NAME & TITLE: _____ ORGANIZATION: _____

ADDRESS: _____

CONTACT NUMBER: _____ EMAIL: _____

TOTAL NUMBER OF PARTICIPANTS (including staff): _____ TOTAL NUMBER UNDER 14 y/o: _____

Are any tour participants former ADC employees or former contract employees? Yes No

If yes, please list: _____

INMATE PANEL REQUESTED? Yes No *UNIT/PROGRAM REQUESTED: _____

DATE REQUESTED: _____ TIME (check one): 9 a.m. 1 p.m.

PURPOSE OF TOUR: _____

* Availability is subject to change. Please contact the Public Information Office at (870) 267-6385 for a current list of available units/programs.

*****FOR STAFF USE ONLY*****

DATE RECEIVED: _____ RECEIVED BY: _____

COMMUNICATIONS DIRECTOR _____ DATE APPROVED DENIED

WARDEN/WORK RELEASE CENTER SUPERVISOR _____ DATE APPROVED DENIED

DIRECTOR OR DESIGNEE _____ DATE APPROVED DENIED
***If under 14 y/o*

** - When required, all officials must APPROVE the request before the tour can be confirmed.



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

Attachment II

COURT ORDERED TOUR COMPLETION FORM

DATE: _____

THIS IS TO CERTIFY THAT _____ REPORTED TO THE _____
UNIT AS ORDERED FROM _____ COUNTY ON _____
AND DEPARTED ON _____.

THE AFOREMENTIONED INDIVIDUAL SPENT THE DAY TOURING THE UNIT, OBSERVING THE INMATES
PERFORMING THEIR USUAL TASKS, AND SPEAKING TO A PANEL OF INMATES.

SIGNATURE

DATE

WITNESS

DATE

NOTARY PUBLIC SIGNATURE AND SEAL



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267 6200 | Fax: (870) 267 6244

ADMINISTRATIVE DIRECTIVE

SUBJECT: Prison Industry Enhancement Certification Program

POLICY: 2022- SUPERSEDES: 10-23

APPLICABILITY: Arkansas Division of Correction, Inmates, Private Individuals, Corporations, Partnership or Associations

REFERENCE: AR 115 Private Industry Employment of Inmates Within Correctional Facilities
A.C.A. § § 12-30-501; 12-30-502; 12-30-503; 18 U.S.C. Section 1761(b);
American Correctional Association

PAGE: 1 of 5

APPROVED: EFFECTIVE DATE:

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to operate the Prison Industry Enhancement Certification Program (PIECP) program in a manner that assures Federal, State, and ADC requirements and laws are met.

II. DEFINITIONS:

A. Certificate Holder. A public agency approved and certified by the Bureau of Justice (BJA) for PIECP Project Certification and assumes monitoring and designating responsibilities with respect to their and other qualified prison industry cost accounting centers designed within the state.

B. Certification. The Certification process entails completion of a PIECP Certificate Holder application, execution of PIECP assurances and BJA approval.

C. Cost Accounting Center (CAC). A distinct PIECP Goods production unit of the industries system that is managed as a separate accounting entity under the authority of the Certificate Holder.

D. Directory of Occupational Titles (DOT) Code. DOT codes are used to determine the wage rate for specific jobs within a CAC.

E. Displacement. A projected determination of any adverse economic impact that BJA prison work pilot projects shall likely have on the private sector labor workforce.

F. Goods. Tangible items, including wares and merchandise. The term “Goods” does not include those tangible items within the statutory exemption provided in 18 U.S.C. Section 1761(b).

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- A. PIECP: Prison Industry Enhancement Certification Program.¶
- AB. Cost Accounting Center (CAC):. (CAC) refers to Aa distinct PIECP goods production unit of the industries system that is managed as a separate accounting entity under the authority of the Certificate Holder....
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G. Locality. The geographical area impacted by the presence of a PIECP-CAC operation which is usually determined by the appropriate state agency that determines wage rates.

H. PIECP Worker. An inmate who voluntarily agrees to participate in PIECP, provide labor and benefits by receiving an opportunity for training and work experience.

III. PROCEDURES:

A. Inmate Wages. The ADC shall ensure that all inmate workers are paid at a rate that not less than that paid for work of a similar nature in the Locality in which the work to be done. The prevailing wage must be verified prior to the initiation of PIE designation and must never be set below the federal minimum wage. Annually thereafter, ADC must re-verify the wage to ensure that it continues to meet B requirements. Overtime, at one and one-half times the working wage rate on the PIE wage scale must be paid for inmate PIECP work hours in excess of forty (40) hours per week. If piecework wages are paid, the PIECP project must apply a calculation to convert regular wages paid into a comparable hourly wage. The calculation should be used as a routine check to ensure the inmate PIECP participants, paid according to piecework, do not receive less than the Federal minimum wage.

B. All pay grades shall be verified annually by documenting the information provided to the Arkansas Employment Security Division. DOT job codes shall be the basis for requesting pay scales for each inmate position.

C. In all private sector prison industry contracts, the private sector company must make Federal Insurance Contributions Act (FICA) deductions and payments for each inmate employed.

D. Inmate Eligibility. Inmates applying for PIECP must meet the following minimum requirements:

1. Have two (2) or more years left until release date;
2. Be major disciplinary free for a period of six (6) months prior to date of application;
3. Have GED or be working toward a GED degree;
4. Have immediate supervisor's approval prior to application;
5. Have a good work record for at least ninety (90) days prior to application;
6. Be approved to perform work as indicated by current medical classification and medical restrictions; and
7. Other requirements as may be imposed at the correctional facility where the PIE program is located.

E. Application to the Program

1. Eligible inmates must fill out a job application that is provided by the PIE company.
2. Eligible inmates must also attach a completed ADC/PIECP work application form (Attachment II). These forms shall be sent to the Unit Classification Officer.

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¶ CB. Certificate Holder. A public agency approved and certified by the ¶ Bureau of Justice (BJA) for PIECP Project certification and assumes monitoring and designation responsibilities with respect to their and other qualified prison industry cost accounting centers designed within the state. The certificate holder must, at a minimum and within a reasonable time ¶ period after certification, have at least one prison industry operating pursuant to its designation or certification.¶

¶ D.C.... Certification.: The certification process entails completion of...

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2. In all private sector prison industry contracts, the private sector company must make F.I.C.A. deductions and payments for each inmate employed.¶

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Must Be major disciplinary free for a period of six (6) months prior to application.

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transferred to the PIECP cost accounting center. The private partner shall promise not to displace its own civilian workers by signing a contract containing such language of letter to the Certificate Holder addressing the issue.

2. The ADC shall retain documentation attesting that there has been no worker displacement.

3. In fulfilling its role, the PIECP Certificate Holder must confirm that no worker displacement has taken place and supporting documentation is attached to the PIECP designation.

J. The ADC shall ensure that it is in full compliance with National Environmental Policy Act (NEPA) prior to any CAC start-up. Necessary environmental data and information regarding proposed activities and, if necessary, environmental assessments must be approved by BJA prior to starting any CAC.

IV. ATTACHMENT:

#1 Prison Industry Enhancement Certification Program Agreement

#2 Prison Industries Enhancement Certification Program Application

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In fulfilling its role, the PIECP Certificate Holder must confirm that no worker displacement has taken place and supporting documentation is attached to the PIECP designation.¶

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Arkansas Department of Correction

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REFERENCES:¶

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Arkansas Code Annotated: 12-30-501; 12-30-502; 12-30-503 ¶

American Correctional Association:

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ATTACHMENT I

PRISON INDUSTRY ENHANCEMENT CERTIFICATION PROGRAM AGREEMENT

This Prison Industry Enhancement Certification Program Agreement ("Agreement") is made this _____ day of _____, 20xx, by and between the Arkansas Division of Correction ("Division" or "ADC") and _____ ("Business") for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

SECTION 1. PURPOSE OF AGREEMENT. A purpose of this agreement is to make available to inmates of the ADC's McPherson Correctional Facility and ADC's Grimes Correctional Facility the opportunity to work in meaningful jobs to be provided by the Business. A purpose of this agreement is to lease an area at that correctional institution to Business for the purpose of establishing and operating a factory for the manufacture and processing of products, or other commercial enterprise deemed by the Division to be consistent with the intent or A.C.A. §§ 12-30-501 – 12-30-503. This agreement is intended to provide jobs for the inmates and workers for the Business, while maintaining the security of the ADC institution.

SECTION 2. LEASED PROPERTY. The Division hereby leases to Business and Business hereby leases from the Division the premises ("Leased Premises") described as:

21,600 sq. ft. metal building/McPherson Unit and 21,600 sq. ft. metal building/Grimes Unit.

SECTION 3. TERM. This is a Professional Services Contract, the initial term of this contract shall be effective on the date indicated on the contract, and the first contract period shall run through _____. Upon mutual agreement by both parties, the Contract may be renewed annually for up to six (6) additional one-year terms for a maximum of seven (7) years.

SECTION 4. RENT. Business shall pay \$1.00 annually for each property, in addition to the good and valuable consideration provided for elsewhere in this Agreement, to the Division as rent for the leased premises.

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SECTION 5. UTILITIES. Business shall fully and promptly pay for all water, gas, heat, light, power, telephone service, waste disposal and other public utilities of every kind furnished to the Leased Premises throughout the term of this Agreement and all other costs and expenses of every kind in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon: and the Division shall have no responsibility of any kind for any of them. Arrangements for separate utility metering and/or billing to the Business shall be made by Division.

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SECTION 6. USE OF PREMISES. Subject to the other terms and provisions contained in this Agreement, Business is permitted to use the Leased Premises for wiring harness agreement. This shall comply with the intent of A.C.A. §§ 12-30-501 – 12-30-503. As determined by the Division, a shall not interfere with or jeopardize the security of the correctional institution.

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SECTION 7. ASSIGNMENT AND SUBLETTING. Business shall not have the right to assign or sublet the Leased Premises without prior written consent of the Division.

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SECTION 8. REPAIRS AND MAINTENANCE.

8.1 Duty to Make Repairs and Maintenance. Business will, throughout the term of this Agreement, at its own cost and expense, keep the leased Premises in good and tenable repair and order, reasonable wear and tear excepted. Business will maintain the Leased Premises in as reasonably safe condition as operation will permit and in compliance with all applicable OSHA and other safety regulations.

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8.2 Division's Approval. Business shall make no alterations, installations, additions, or improvements to the Leased Premises without the prior written consent of the Division. Any alterations, installations, additions, or improvements in or to the Leased Premises (other than Business' equipment, which can be installed by Business and removed at any time as provided in this Agreement) shall be made at its expense and shall become the property of the Division at the expiration of this Agreement.

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SECTION 9. INSTALLATION OF BUSINESS' EQUIPMENT. Business may, at any time and from time to time, at its own expense, install items of equipment and other personal property in or upon the Leased Premises. Such installation, or modification of an installation, can be made only with the prior written consent of the Division. However, any equipment or other personal property, or manner of method of installation, which is determined by the Division to pose a risk to the security or the good order of the correctional institution may not be installed and, if previously installed, must be immediately removed by the Business, even if previous approval for the installation had been obtained. All such equipment or personal property shall remain the sole property of Business, in which Division shall have

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no interest. Business shall repair and restore on a timely basis any and all damage to the Leased Premises resulting from the installation, modification, or removal of any such items.

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SECTION 10. LIENS. During the term of this Agreement. Business shall not, directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim of any kind with respect to the Leased Premises. Business shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, and encumbrance or claim if the same shall arise at any time. Business shall reimburse Division for any expense incurred by Division in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim.

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SECTION 11. USE OF INMATE LABOR.

11.1 Employment of inmates. Business agrees to employ a minimum of 20 inmates with expectation of 50 to 60 inmates within 24 -- 36 months at the McPherson Correctional Facility and a minimum of 10 inmates with an expectation 10 employee 40 to 50 inmates within 24 -- 36 months at the Gering Correctional Facility; which number may vary from time to time by written amendment to this Agreement.

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All inmates employed under this Agreement shall be considered the employees of Business and not employees of the Division. All persons working in the factory or other commercial enterprise operating on the Leased Premises shall be an inmate of the correctional institution where the leased property is located, except for the Business' supervisory employees and necessary support personnel.

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11.2 No Displacement of private industry workers. The employment by Business of inmates under this Agreement shall not displace employed workers; shall not involve or include skills, crafts, or trades in which there is a local surplus of labor; and shall not impair existing contracts for employment or services.

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11.3 Selection of inmate workers. The Division shall screen and approve inmates for employment under this Agreement. However, the Division does not warrant the skill or fitness of any inmate for a particular job or occupation. The Division shall have the right to withhold or withdraw its approval of an inmate worker under this Agreement at any time. The Business must also approve each inmate worker and may withhold or withdraw its approval at any time.

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11.4 Workers' compensation. Inmates employed under this agreement shall be provided benefits comparable with those made available to private sector employees with regard to state workers' compensation and F.I.C.A.

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11.5 Unemployment compensation. Inmates employed under this Agreement shall not be eligible for unemployment compensation while incarcerated.

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13.4 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Division shall have the right to terminate this Agreement without penalty by giving thirty (30) days' written notice to the Business as a result of any of the following.

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13.4.1 The legislature or governor fail to appropriate funds sufficient to allow the Division to operate as required to fulfill its obligations under this Agreement.

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13.4.2 The Division's statutory authority to enter into this Agreement is withdrawn or there is a material alteration in the programs the Division administers.

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13.5 Delay or Impossibility of Performance. The Business shall not be considered to be in default under this Agreement if performance is delayed or made impossible by an act of God, flood, fire, security emergency, or other similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Business.

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SECTION 14. INDEMNIFICATION.

14.1 General Indemnity. To the fullest extent permitted by law, Business shall indemnify, defend and hold harmless, and each of their respective officers, agents, employees, representatives, consultants, contractors, and insurers (collectively, "Indemnitee(s)"), from and against any and all Losses, regardless of whether caused in part by the acts or omissions (negligent or otherwise) of an Indemnitee, which arise out of or result from any of the following:

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14.1.1 Any act or omission of Business or its Subcontractors, of any Tier, or any person or entity for whom any of them may be liable;

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14.1.2 Any claim of damages or loss by any third person or entity against any Indemnitee arising out of any alleged act or omission of Business, its Subcontractors, or any Tier, or any person or entity for whom any of them may be liable.

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PROVIDED HOWEVER, that nothing herein shall be interpreted as obligating Business to indemnify any Indemnitee against its sole negligence or willful misconduct.

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14.2 No Limitation by Employee Benefits. In claims against any Indemnitee under this Article 14 by any employee of Business or any Subcontractor, of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 14 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Business or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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16.7 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the Division and the Business for the services provided in connection with this Agreement.

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16.8 Waiver. Except as specifically provided for in a waiver signed by duly authorized representative Division and the Business, failure by either party at any time to require performance by the other party in breach of any provision of the Agreement shall not be construed as affecting any subsequent breach of the Agreement or the right to require performance with respect thereto or to claim a breach with respect thereto.

16.9 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party, at the address listed, as set forth below or as otherwise provided for by proper notice. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be affected by certified U.S. Mail return receipt requested with postage prepaid, or by recognized or other delivery service, such as Federal Express or UPS:

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If to Division:

Administrator of Arkansas Correctional Industries
Arkansas Correctional Industries
6841 W. 13th street
Pine Bluff, AR 71602

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If to Business:

Owner of the Partner
Address
City, State, Zip Code

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16.10 Cumulative Rights. The various rights, powers, options, elections, and remedies of either party in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or excludes any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as the default remains in any way unremedied, unsatisfied, or undischarged.

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16.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

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16.12 Authorization. Each party to this Agreement represents and warrants to the other that:

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16.12.1 It has the right, power, and authority, to enter into, and perform its obligations under this Agreement.

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16.12.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve c
delivery and performance of this Agreement, and this Agreement constitutes a legal, valid, an
obligation upon itself in accordance with its terms.

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16.13 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be bind
and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

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16.14 Further Assurance and Corrective Instruments. The parties agree that they will from time to time,
execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, supplement
Agreement and such further instruments as may reasonably be required for carrying out the expressed intention
of this Agreement.

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16.15 Books and Records. All records and documents pertinent to the services contracted hereunder shall be
kept for a minimum of five (5) years after the termination hereof. business may deliver all or a portion of such
records to Industry Administrator, or designee, for storage. If any litigation, claim, or audit involving these
records begins before the retention period expires, Business must continue to retain said records and documents
until all litigations, claims, or audit findings are resolved, meaning that there is a final court order from which no
further appeal may be nude, or a written agreement is entered into between Division and Business.

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16.16 Reports. The Business shall prepare and deliver a quarterly statistical report to the PIE
Administrator within thirty (30) days of the end of each calendar quarter. A pro forma of said report is
hereto as Exhibit "A." Other reports as requested by the PIE Program Administrator shall be provided v
(10) business days.

16.17 Telephone Lines. Division shall provide one correctional facility telephone extension line in the
the building. Written approval from the Warden of the facility must be obtained before Business may
additional telephone lines installed. Business shall pay for any additional telephone lines, including installation,
maintenance, and monthly charges. Business shall pay for all long-distance telephone calls, facsimile
transmissions. Business shall maintain all communication equipment, including but not limited to te
facsimile and devices with Internet access capabilities in a manner that ensures that inmates do not have
unsupervised access to such equipment. Inmates shall not be permitted to have access to any devices with
Internet access regardless of whether they would be subject to supervision while using the

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16.18 Inmate Wages. Business shall pay wages to inmate employees at a rate that is not less than that of a similar nature in the Locality in which the work is to be done. Business shall deduct Federal, State and F.I.C.A./Medicare taxes from inmate payroll checks. Business shall make only those deductions from inmate employees' payroll checks that are approved in writing by the Division. Business shall send inmate employee payroll checks to Trust Fund Centralized Banking, P.O. Box 8908, Pine Bluff, Arkansas 71611. Division may deduct from said wages such amounts as necessary to reimburse the Division for expenses in fulfilling its obligation under Agreement as required or provided by law, regulation or statute of Arkansas and applicable Federal statutes. Business shall not utilize any employee classification, including but not limited to trainees, to reduce below the lowest tenth percentile wage on the appropriate Arkansas Department of Employment Security wage scale.

[ON WITNESS WHEREOF], the parties here to have hereunder set their hands and seals on, this _____ day of _____, 20xx.

STATE OF ARKANSAS

Board of Correction

By _____

BUSINESS

By _____

President/CEO

ATTEST,

ARKANSAS DIVISION OF CORRECTION

Director

Industry Administrator

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Addendum A

INSURANCE REQUIRMENTS

GENERAL REQUIRMENTS

All policies shall be issued by an insurer, which has a claims paying ability rating of not less than "A" or better as to claims paying ability by A.M. Best or not less than "AA" by Standard & Poor rating service, or has an equivalent rating as established by one other nationally recognized statistical rating organization satisfactory to Owners.

All policies shall contain a waiver or subrogation against the Division, and any designated agent representative of the Division.

All such insurance shall provide coverage for the acts or omissions of the inmates while acting as employees of or at the direction of Business.

CANCELLATION / NOTIFICATION PROVISIONS

All such insurance policies shall remain in full force and effect for the entire life of this Agreement. Such polices shall contain an endorsement that the Division shall receive at least thirty (30) days' prior written notice or any Modification. potential exhaustion of aggregate limits, intent not renew, reduction or cancellation.

EVIDENCE OF INSURANCE

As evidence of insurance coverage required, the Business shall furnish certificates of insurance to the Division upon contract. The certificates will specify all of the parties who are additional insureds required by the Division. The insurance coverages required under this contract shall be obtained from acceptable insurance companies or entities. The Business shall be financially responsible for deductibles or self-insured retentions.

EQUIPMENT AND MATERIALS

The Business shall be responsible for any loss, damage, or destruction of its own property or that of a subcontractor's equipment and materials used in conjunction with this work.

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SUBCONTRACTORS

The Business shall require subcontractors to provide and maintain general liability, automobile, workers' compensation insurance coverage substantially similiar to those required of the Business. Business shall require certificates of insurance from all subcontractors as evidence of coverage. Business will be the responsible party for any and all claims by subcontractors, if subcontractor fails to h appropriate insurance.

BUSINESS'S INSURANCE REQUIREMENTS

(a) General Liability

The Business shall obtain, at Business's expense, and keep in effect during the term of the contract, commercial general liability insurance covering bodily injury and property damage contain minimum limits of One Million Dollars (\$ 1,000,000) written on a per occurrence form with a T Million Dollar (\$2,000,000) aggregate limit. This insurance shall include personal injury cover with employment exclusion deleted, and contractual liability.

(b) Automobile Liability

The Business shall obtain, at Business's expense, and keep in effect during the term of the contract, automobile liability insurance including hired and non-owned coverage in limits of One Mill Dollars (\$1,000,000) per occurrence.

(c) Workers' Compensation The Business, its subcontractors, if any and all employees providing w labor or materials under this contract are subject employers under the Workers' Compensation Law Arkansas, which requires them to provide workers' compensation coverage that satisfies the law the Jurisdiction for all their subject workers. This shall include employers' liability insurance w coverage limits not less than \$500,000.

Business's Equipment

The Business shall be responsible for any loss, damage, or destruction of its own property or that any subcontractor's equipment and materials used in connection with this work.

Business will purchase at Business's own sole cost and expense such policy to cover Business owned property. Business will be responsible for any deductibles or self-insured retentio associated with such policy. Business will provide waiver of subrogation to Owner.

If Business self-insures owned property, then Business acknowledges full responsibility for owned property and indemnifies Owner against any loss incurred.

(d) Additional Requirements

The liability policies shall name the Division employees and agents as additional insured. policies shall be provided by insurers qualified to write the respective insurance in the State Arkansas, be in such form, and include such provisions as are generally considered standard provisions for the type of insurance involved.

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ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

Attachment II

**PRISON INDUSTRIES ENHANCEMENT CERTIFICATION
PROGRAM APPLICATION**

Inmate Name: _____ ADC # _____ Date: _____

Classification: _____ Unit: _____ Job Assignment: _____

Please answer the following information to the best of your knowledge and ability.

Why do you want to participate in the PIECP?

Employment History:

Do you have any experience working in a factory? Yes No If yes, please list:

Inmate Signature: _____

Send completed application to the Unit Classification Officer

DO NOT WRITE BELOW THIS LINE

Recommendations

Job Supervisor _____ Yes No If no, explain:

Medical Supervisor: _____ Yes No

Medical Class: _____ Medical Restrictions _____

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PIECP Application continuation

Principal: _____ Yes No

Why: _____

G.E.D. High School Diploma | Is inmate currently in school? Yes No

Classification Officer: _____

Major DR: _____ Minor DR: _____ T.E. Date _____

Industrial Work History: Excellent Average Poor

Security Concerns: _____

Classification Committee Action: _____

Date: _____ Recommendation: Yes No | Deferred Yes No

Staff Signatures:

Job Supervisor _____

Medical Supervisor _____

Principal _____

Classification Officer _____

Warden _____

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PRISON INDUSTRY ENHANCEMENT CERTIFICATION PROGRAM AGREEMENT

This Prison Industry Enhancement Certification Program Agreement ("Agreement") is made this ____ day of _____, 20__ by and between the Arkansas Department of Correction ("Department") and _____ ("Business"). The parties agree as follows:¶

SECTION 1. PURPOSE OF AGREEMENT. A purpose of this agreement is to make available to inmates of the Arkansas Department of Correction's McPherson Correctional Facility the opportunity for work in meaningful jobs to be provided by the Business. A purpose of this agreement is to lease an area at that correctional institution to Business for the purpose of establishing and operating a factory for the manufacture and processing of products, or other commercial enterprise deemed by the Department to be consistent with the intent of Arkansas Code § 12-30-501 et. seg. This agreement is intended to provide jobs for the inmates and workers for the Business, while maintaining the security of the Department's institution. ¶

SECTION 2. LEASED PROPERTY. The Department hereby leases to Business and Business hereby leases from the Department the premises ("Leased Premises") described as: 21,600 sq. ft. metal building ¶

SECTION 3. TERM. The term of this Agreement shall be for one (1) year, (not to exceed seven (7) years) unless terminated earlier pursuant to any provision of this Agreement. This is a Professional Services Contract, which shall be effective on the date indicated on the contract and shall run through _____, with an option to renew for six (6) additional one-year periods if both parties agree in writing. (NOTE: Professional Services Contracts require the approval of the Legislative Council of the Arkansas General Assembly.) ¶

SECTION 4. RENT. Business shall pay \$1.00 annually, in addition to the good and valuable consideration provided for elsewhere in this Agreement, to Department as rent for the leased premises. ¶

SECTION 5. UTILITIES. Business shall fully and promptly pay for all water, gas, heat, light, power, telephone service, waste disposal and other public utilities of every kind furnished to the Leased Premises throughout the term of this Agreement and all other costs and expenses of every kind in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon; and the Department shall have no responsibility of any kind for any of them. Arrangements for separate utility metering and/or billing to the Business shall be made by Department. ¶

...



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

ADMINISTRATIVE DIRECTIVE

SUBJECT: Prison Industry Enhancement Certification Program

POLICY: 2022-05

SUPERSEDES: 10-23

APPLICABILITY: Arkansas Division of Correction, Inmates, Private Individuals, Corporations, Partnership or Associations

REFERENCE: AR 115 Private Industry Employment of Inmates Within Correctional Facilities
A.C.A. § § 12-30-501; 12-30-502; 12-30-503; 18 U.S.C. Section 1761(b);
American Correctional Association

PAGE: 1 of 5

APPROVED: Original signed by Dexter Payne

EFFECTIVE DATE: 1/27/2022

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to operate the Prison Industry Enhancement Certification Program (PIECP) program in a manner that assures all Federal, State, and ADC requirements and laws are met.

II. DEFINITIONS:

- A. Certificate Holder. A public agency approved and certified by the Bureau of Justice (BJA) for PIECP Project Certification and assumes monitoring and designation responsibilities with respect to their and other qualified prison industry cost accounting centers designed within the state.
- B. Certification. The Certification process entails completion of a PIECP Certificate Holder application, execution of PIECP assurances and BJA approval.
- C. Cost Accounting Center (CAC). A distinct PIECP Goods production unit of the industries system that is managed as a separate accounting entity under the authority of the Certificate Holder.
- D. Directory of Occupational Titles (DOT) Code. DOT codes are used to determine the wage rate for specific jobs within a CAC.
- E. Displacement. A projected determination of any adverse economic impact that BJA prison work pilot projects shall likely have on the private sector labor workforce.
- F. Goods. Tangible items, including wares and merchandise. The term “Goods” does not include those tangible items within the statutory exemption provided in 18 U.S.C. Section 1761(b).

- G. Locality. The geographical area impacted by the presence of a PIECP-CAC operation which is usually determined by the appropriate state agency that determines wage rates.
- H. PIECP Worker. An inmate who voluntarily agrees to participate in PIECP, provides labor and benefits by receiving an opportunity for training and work experience.

III. PROCEDURES:

- A. Inmate Wages. The ADC shall ensure that all inmate workers are paid at a rate that is not less than that paid for work of a similar nature in the Locality in which the work is to be done. The prevailing wage must be verified prior to the initiation of PIECP designation and must never be set below the federal minimum wage. Annually thereafter, ADC must re-verify the wage to ensure that it continues to meet BJA requirements. Overtime, at one and one-half times the working wage rate on the PIECP wage scale must be paid for inmate PIECP work hours in excess of forty (40) hours per week. If piecework wages are paid, the PIECP project must apply a calculation to convert regular wages paid into a comparable hourly wage. The calculation should be used as a routine check to ensure the inmate PIECP participants, paid according to piecework, do not receive less than the Federal minimum wage.
- B. All pay grades shall be verified annually by documenting the information provided by the Arkansas Employment Security Division. DOT job codes shall be the basis for requesting pay scales for each inmate position.
- C. In all private sector prison industry contracts, the private sector company must make Federal Insurance Contributions Act (FICA) deductions and payments for each inmate employed.
- D. Inmate Eligibility. Inmates applying for PIECP must meet the following minimum requirements:
1. Have two (2) or more years left until release date;
 2. Be major disciplinary free for a period of six (6) months prior to date of application;
 3. Have GED or be working toward a GED degree;
 4. Have immediate supervisor's approval prior to application;
 5. Have a good work record for at least ninety (90) days prior to application;
 6. Be approved to perform work as indicated by current medical classification and medical restrictions; and
 7. Other requirements as may be imposed at the correctional facility where the PIECP program is located.
- E. Application to the Program
1. Eligible inmates must fill out a job application that is provided by the PIECP company.
 2. Eligible inmates must also attach a completed ADC/PIECP work application form (Attachment II). These forms shall be sent to the Unit Classification Officer.

3. If the applicant meets the criteria for eligibility, the Classification Committee shall consider the application and forward the recommendation to the Warden as well as the PIECP Coordinator and the PIECP company representative.
4. Applicants who do not meet the eligibility requirements shall be informed in writing by the Classification Officer, and a copy shall be placed in the inmate's institutional file.
5. No application for a PIECP program shall be favorably recommended by the Classification Committee unless the Committee is satisfied that the inmate meets all requirements of eligibility and the inmate:
 - a. Does not have an uncontrollable propensity for violence;
 - b. Does not constitute a security risk;
 - c. Is capable of abiding by the terms and conditions of the program;
 - d. Has the approval of his/her immediate supervisor.
6. Inmates assigned to any PIECP work program shall obey all ADC rules and regulations.
7. Inmates assigned to any PIECP work program shall obey all PIECP company rules and regulations.
8. All inmates participating in the PIECP work program must voluntarily sign the PIECP Work Agreement.
9. All inmates favorably recommended by the Unit Classification Committee shall have his/her employment application forwarded to the PIECP company. The PIECP company shall interview the inmate and make the final decision as to employment.

F. Disbursement of Inmate Earnings

1. Employment and earnings (regular and overtime wages) of PIECP inmates.
 - a. Earnings by the inmate shall be paid by check directly to the Division of Correction and to the inmate.
 - b. The ADC shall retain an amount to be established by the Director, for operational fees.
 - c. The inmate shall be required to place into a savings account an amount as established by the Director. Any disbursements out of this account must be approved by the Warden.
 - d. The inmate shall have deducted from his/her paycheck all applicable local, county, state, and federal taxes.
 - e. The inmate shall be required to give 5% of his/her gross income to the Arkansas Crime Victims Reparation Fund.
 - f. 10% of the inmate's gross wages shall be sent to persons dependent upon the inmate for financial support. If there are no such dependents, such wages should be placed in a savings account in the inmate's name for withdrawal upon release from confinement from the ADC.

- g. If the inmate has court ordered child support, all remaining wages will be used to pay such court ordered child support.
- h. The inmate shall retain a minimum of 20% of his/her gross wages after all mandatory deductions are taken.
- i. The inmate shall sign a form of understanding listing the wage plan, the starting wage, and all deductions that shall be withheld from gross wages prior to employment.
- j. Other deductions as approved by the Unit Warden.
- k. The ADC shall retain 40% of gross wages for room and board.

2. Bonus or Incentive Wages

- a. If a PIE company elects to pay a bonus or incentive wage due to quota attainment by inmate employees, the bonus or incentive wage must be paid by a separate check to the inmate less all applicable taxes.
- b. The only deduction from the remaining bonus wages to be taken by ADC will be 5% for the Arkansas Crime Victims' Reparation Fund.

G. Consultation with Local Labor Authorities and Local Private Industry

1. The ADC shall ensure that consultation with representatives of local unions or similar labor union organizations, as well as local private industry, takes place and documents the results of such consultation before the initiation of any PIECP program. ADC should consult with as many of such organizations as have members that may be affected by the types of work to be performed by the PIECP inmates. If there are no local union bodies or labor organization, consultation must be made with state union bodies or similar statewide labor organizations.
2. Arkansas Correctional Industries shall provide adequate information about the contemplated PIECP participation such as, at a minimum, an identification of the scope of the intended Cost Accounting Center, that statutory consultation is required, and comments are invited.
3. ADC shall retain documentation reflecting provision of adequate consultation. This should be in the form of a copy of a certified letter that was sent to the parties involved.
4. In fulfilling its role, the Certificate Holder must confirm adequate consultation took place and supporting documentation of such consultation is attached to the PIECP designation application. The Certificate Holder must, at a minimum and within a reasonable time period after Certification, have at least one (1) prison industry operating pursuant to its designation or Certification.

H. Civilian Worker Displacement

1. The ADC shall ensure that there is no civilian worker Displacement involved prior to opening any PIECP program. This determination of possible Displacement shall be done by the Arkansas Employment Security Division prior to the PIECP project being approved and annually thereafter. The term "Displacement" as used herein, includes all such prohibited activities as well as the transfer of private sector jobs to PIECP project. Displacement includes job replacement of non-inmate workers by inmate workers in the Locality in which the PIECP work takes place. Private sector jobs may not be

transferred to the PIECP cost accounting center. The private partner shall promise not to displace its own civilian workers by signing a contract containing such language or in a letter to the Certificate Holder addressing the issue.

2. The ADC shall retain documentation attesting that there has been no worker Displacement.
3. In fulfilling its role, the PIECP Certificate Holder must confirm that no worker Displacement has taken place and supporting documentation is attached to the PIECP designation.
- I. The ADC shall ensure that it is in full compliance with National Environmental Policy Act (NEPA) prior to any CAC start-up. Necessary environmental data and information regarding proposed activities and, if necessary, environmental assessments must be approved by BJA prior to starting any CAC.

IV. ATTACHMENT:

- #1 Prison Industry Enhancement Certification Program Agreement
- #2 Prison Industries Enhancement Certification Program Application

ATTACHMENT I**PRISON INDUSTRY ENHANCEMENT CERTIFICATION PROGRAM
AGREEMENT**

This Prison Industry Enhancement Certification Program Agreement ("Agreement") is made this ____ day of _____ 20xx, by and between the Arkansas Division of Correction ("Division" or "ADC") and _____ ("Business") for and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

SECTION 1. PURPOSE OF AGREEMENT. A purpose of this agreement is to make available to inmates of the ADC's McPherson Correctional Facility and ADC's Grimes Correctional Facility an opportunity to work in meaningful jobs to be provided by the Business. A purpose of this agreement is to lease an area at that correctional institution to Business for the purpose of establishing and operating a factory for the manufacture and processing of products, or other commercial enterprise deemed by the Division to be consistent with the intent or A.C.A. §§ 12-30-501 – 12-30-503. This agreement is intended to provide jobs for the inmates and workers for the Business, while maintaining the security of the ADC's institution.

SECTION 2. LEASED PROPERTY. The Division hereby leases to Business and Business hereby leases from the Division the premises ("Leased Premises") described as:

21.600 sq. ft. metal building/McPherson Unit and 21.60 sq. ft. metal building/Grimes Unit.

SECTION 3, TERM. This is a Professional Services Contract, the initial term of this contract shall be effective on the date indicated on the contract, and the first contract period shall run through _____. Upon mutual agreement by both parties, the Contract may be renewed annually for up to six (6) additional one-year terms for a maximum of seven (7) years.

SECTION 4. RENT. Business shall pay \$1.00 annually for each property, in addition to the good and valuable consideration provided for elsewhere in this Agreement, to the Division as rent for the leased premises.

SECTION 5. UTILITIES. Business shall fully and promptly pay for all water, gas, heat, light, power, telephone service, waste disposal and other public utilities of every kind furnished to the Leased Premises throughout the term of this Agreement and all other costs and expenses of every kind in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon: and the Division shall have no responsibility of any kind for any of them. Arrangements for separate utility metering and/or billing to the Business shall be made by Division.

SECTION 6. USE OF PREMISES. Subject to the other terms and provisions contained in this Agreement, Business is permitted to use the Leased Premises for wiring harness agreement. This use shall comply with the intent of A.C.A. §§ 12-30-501 – 12-30-503. As determined by the Division and shall not interfere with or jeopardize the security of the correctional institution.

SECTION 7. ASSIGNMENT AND SUBLETTING. Business shall not have the right to assign or sublet the Leased Premises without prior written consent of the Division.

SECTION 8. REPAIRS AND MAINTENANCE.

8.1 Duty to Make Repairs and Maintenance. Business will, throughout the term of this Agreement, at its own cost and expense, keep the leased Premises in good and tenantable repair and order. Reasonable wear and tear excepted. Business will maintain the Leased Premises in as reasonably safe condition as its operation will permit and in compliance with all applicable OSHA and other safety regulations.

8.2 Division's Approval. Business shall make no alterations, installations, additions, or improvements in or to the Leased Premises without the prior written consent of the Division. Any alterations, installations, additions, or improvements in or to the Leased Premises (other than Business' equipment, which can be installed by Business and removed at any time as provided in this Agreement) shall be made at its sole expense and shall become the property of the Division at the expiration of this Agreement.

SECTION 9. INSTALLATION OF BUSINESS' EQUIPMENT. Business may, at any time and from time to time, at its own expense, install items of equipment and other personal property in or upon the Leased Premises. Such installation, or modification of an installation, can be made only with the prior written consent of the Division. However, any equipment or other personal property, or manner or method of installation, which is determined by the Division to pose a risk to the security or the good order of the correctional institution may not be installed and, if previously installed, must be immediately removed by the Business. even if previous approval for the installation had been obtained. All such equipment or personal property shall remain the sole property of Business, in which Division shall have

no interest. Business shall repair and restore on a timely basis any and all damage to the Leased Premises resulting from the installation, modification, or removal of any such items.

SECTION 10. LIENS. During the term of this Agreement. Business shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Leased Premises. Business shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, and encumbrance or claim if the same shall arise at any time. Business shall reimburse Division for any expense incurred by the Division in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim,

SECTION 11. USE OF INMATE LABOR.

11.1 Employment of inmates. Business agrees to employ a minimum of 20 inmates with expectation to employ 50 to 60 inmates within 24 -- 36 months at the McPherson Correctional Facility and a minimum of 10 inmates with an expectation 10 employee 40 to 50 inmates within 24 -- 36 months at the Grimes Correctional Facility; which number may vary from time to time by written amendment to this Agreement. All inmates employed under this Agreement shall be considered the employees of Business and not employees of the Division. All persons working in the factory or other commercial enterprise operated on the Leased Premises shall be an inmate of the correctional institution where the leased property is located, except for the Business' supervisory employees and necessary support personnel.

11.2 No Displacement of private industry workers. The employment by Business of inmates under this Agreement shall not displace employed workers; shall not involve or include skills, crafts, or trades in which there is a local surplus of labor; and shall not impair existing contracts for employment or services.

11.3 Selection of inmate workers. The Division shall screen and approve inmates for employment under this Agreement. However, the Division does not warrant the skill or fitness of any inmate for a particular job or occupation. The Division shall have the right to withhold or withdraw its approval of an inmate worker under this Agreement at any time. The Business must also approve each inmate worker and may withhold or withdraw its approval at any time.

11.4 Workers' compensation. Inmates employed under this agreement shall be provided benefits comparable with those made available to private sector employees with regard to state workers' compensation and F.I.C.A.

11.5 Unemployment compensation. Inmates employed under this Agreement shall not be eligible for unemployment compensation while incarcerated.

11.6 Employee benefits. The Division does not require the Business to provide to inmates employed under this Agreement any benefits such as paid vacation, holidays or sick leave, health, dental or life insurance, or disability or retirement plans. However, should employee benefits be provided, the cost and administration of such employee benefits shall be the sole responsibility of the Business.

SECTION 12. SECURITY

12.1 Division to provide. The Division shall provide security for the correctional institution where the Leased Premises is located, and the inmates assigned to that institution. The Division shall have the right to take all steps necessary to maintain the security of the correctional institution and may require certain action, or a refraining from action, by Business in the furtherance of that security.

12.2 Business' employees. Business will be responsible for recruiting, selecting, hiring, and training all its personnel and supervisory and support staff, but the Division may refuse to allow anyone to work on the leased premises who fails to meet background requirements or to comply with Division policies and procedures. Further, approved Business' supervisory employees and support personnel must attend, and satisfactorily complete orientation and training as directed by the Division. Business' employees must observe all rules and regulations of the Division and the correctional institution where the Leased Premises are located.

12.3 Identification and search. The Business' employees must present identification as required by the Division and are subject to reasonable search by the Division at any time.

12.4 Ingress and egress. Access to and from the Leased Premises by Business' employees shall be at the location, times, and manner as specified by the Division.

12.5 Equipment, product, and materials. All equipment, machinery, materials, supplies, tools, or other personal property to be brought into the correctional institution are subject to search. Anything determined to present a risk to the security of the institution, containing contraband, or which is itself contraband, shall not be allowed inside the institution or on the Leased Premises. All items leaving the Leased Premises or the institution, including finished product, packages and waste, are subject to search. Any item determined or discovered to present a risk to security, contain contraband or which is itself contraband, must be immediately removed from the Leased Premises and the institution, or in the discretion of the Division, may be seized by the Division.

12.6 Emergencies. During periods of emergency at the correctional institution or within the Division's system of institutions. Business must observe at all times any further security practices and procedures the Division may temporarily stipulate, including complete suspension of the Business' use of the Leased Premises.

12.7 Business interruption. Business shall have no claim, right or cause of action, by contract or common law, any damage, injury, cost, lost profit, or other loss associated with Division's exercise of security practices and procedures, including, but not limited to, the complete suspension of the Business' use of the Leased Premises.

SECTION 13. TERMINATION.

13.1 Termination For Convenience. Following thirty (30) days written notice, either party may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the non-term innating party.

13.2 For Cause by the Division. The occurrence of any one or more of the following events shall constitute cause for the Division to declare the Business in default of its obligations under this Agreement.

13.2.1 Failure to observe and perform any term, covenant, condition, or obligation created by the Agreement; or

13.2.2 Any act or omission of the Business which jeopardizes or breaches the security of the correctional institution where the Leased Premises is located: or

13.2.3 A determination by the Division that the commercial enterprise of Business is no longer consistent with the intent stated in Arkansas Code 12-30-501 through 503; or

13.2.4 A violation by Business of any' federal, state, or local law or ordinance, or a violation of any rule of the Division.

13.3 Notice of Default. If there is a default event, the Division shall provide written notice to the Business of the default event and request that the default be immediately remedied, it' possible. Following notice and a reasonable opportunity to remedy, if possible. the Division may either:

13.3.1 Immediately terminate the Agreement without additional written notice; or
 Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.
 In either event, the Division may seek damages and payment of reasonable attorney fees and costs, resulting from the breach or failure to comply with the terms of the Agreement.

13.4 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Division shall have the right to terminate this Agreement without penalty by giving thirty (30) days' written notice to the Business as a result of any of the following.

13.4.1 The legislature or governor fail to appropriate funds sufficient to allow the Division to operate as required to fulfill its obligations under this Agreement.

13.4.2 The Division's statutory authority to enter into this Agreement is withdrawn or there is a material alteration in the programs the Division administers.

13.5 Delay or Impossibility of Performance. The Business shall not be considered to be in default under this Agreement if performance is delayed or made impossible by an act of God, flood, fire, security emergency, or similar events. In each such case, the delay or impossibility must be beyond the control and without the fall or negligence of the Business.

SECTION 14. INDEMNIFICATION.

14.1 General Indemnity. To the fullest extent permitted by law, Business shall indemnify, defend and hold harmless, and each of their respective officers, agents, employees, representatives, consultants, contractors, and insurers (collectively, "Indemnitee(s)"), from and against any and all Losses, regardless of whether caused in part by the acts or omissions (negligent or otherwise) of an Indemnitee, which arise out of or result from any of the following:

14.1.1 Any act or omission of Business or its Subcontractors, of any Tier, or any person or entity to whom any of them may be liable;

14.1.2 Any claim of damages or loss by any third person or entity against any Indemnitee arising out of any alleged act or omission of Business, its Subcontractors, or any Tier, or any person or entity to whom any of them may be liable.

PROVIDED HOWEVER, that nothing herein shall be interpreted as obligating Business to indemnify any Indemnitee against its sole negligence or willful misconduct.

14.2 No Limitation by Employee Benefits. In claims against any Indemnitee under this Article 14 by an employee of Business or any Subcontractor, of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 14 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Business or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

14.3 Subcontractor Indemnity Agreements. The Business agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Article 14 from each and every Subcontractor, of every Tier. In the event the Business fails do so, the Business agrees to be fully responsible to provide such defense and indemnification according to the terms.

SECTION 15. INSURANCE

15.1 Insurance Requirements. The Business shall maintain in effect with insurance companies of recognized responsibility at their own expense, insurance covering its work of the type and in amounts as reasonably required by the ADC. All such insurance shall provide coverage for the acts or omissions of the inmates while acting as employees of Business. All such insurance policies shall remain in full force and effect for the entire life of this Agreement and shall not be canceled or changed except after thirty (30) days' written notice to the Division.

15.2 Amounts of Insurance Required. Unless otherwise requested by Division, the Business shall, at its sole cost, cause to be issued and maintained during the entire term of this Agreement not less than the insurance coverage set forth below, each naming the State of Arkansas and Division as an additional insured or loss payee, as applicable:

<u>General liability</u> (Written on an occurrence basis)	2,000,000,000, Each Facility (Aggregate)
<u>Property damage</u>	1,000,000,000, Each Facility

15.3 Claims Provision. All insurance policies required by this Agreement shall provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

15.4 Certificates of Coverage. Certificates of the insurance described in section 15.2 above shall be filed with the Division and shall be subject to ADC's approval, The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior notice to Division and that the notice shall be directed to Division in writing.

15.5 No Limitation of Liability. Acceptance of the insurance certificates by Division shall not act to relieve the Business of any obligation under this Agreement. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Arkansas. It shall be the responsibility of the

Business to keep the respective insurance policies and coverage current and in force during the life of this Agreement.

15.6 Additional Insurance Requirements (see Addendum A). Business shall provide coverage as provided in Addendum A.

SECTION 16. CONTRACT ADMINISTRATION.

16.1 Independent Contractor. The status of the Business shall be that of an independent contractor. The Division shall not provide the Business with office space, support staff, equipment, or tools, or supervision beyond the terms of this Agreement. The Business shall not be considered an employee of the Division. The Business is not eligible for any state employee benefits. The Business shall not be considered an employee of the Division for federal or state tax purposes. The Division shall not withhold taxes on behalf of the Business (unless required by law). The Business shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement.

16.2 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by both parties.

16.3 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the Division, the State of Arkansas, and the Business.

16.4 Choice of Law and Forum. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Arkansas. Any and all litigation or actions commenced in connection with this Agreement shall be brought in appropriate circuit court. If however, jurisdiction is not proper in the circuit court, the action shall only be brought in the United States District Court for the Eastern or Western District of Arkansas provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the Division or the State of Arkansas.

16.5 Integration. This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.

16.6 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association or any kind of agent and principal relationship) between the Business, the Division, or the State of Arkansas. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

16.7 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the Division and the Business for the services provided in connection with this Agreement.

16.8 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Division and the Business, failure by either party at any time to require performance by the other party to claim in breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

16.9 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party, at the address listed, as set forth below or as otherwise provided for by proper notice. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be affected by certified U.S. Mail return receipt requested with postage prepaid, or by recognized overnight delivery service, such as Federal Express or UPS:

If to Division:

Administrator of Arkansas Correctional Industries
Arkansas Correctional Industries
6841 W. 13th street
Pine Bluff, AR 71602

If to Business:

Owner of the Partner
Address
City, State, Zip Code

16.10 Cumulative Rights. The various rights, powers, options, elections, and remedies of either party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

16.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

16.12 Authorization. Each party to this Agreement represents and warrants to the other that:

16.12.1 It has the right, power, and authority, to enter into, and perform its obligations under this Agreement.

16.12.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

16.13 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

16.14 Further Assurance and Corrective Instruments. The parties agree that they will from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, supplements to this Agreement and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

16.15 Books and Records. All records and documents pertinent to the services contracted hereunder shall be kept for a minimum of five (5) years after the termination hereof. Business may deliver all or a portion of such records to Industry Administrator, or designee, for storage. If any litigation, claim, or audit involving these records begins before the retention period expires, Business must continue to retain said records and documents until all litigations, claims, or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between Division and Business.

16.16 Reports. The Business shall prepare and deliver a quarterly statistical report to the PIE Program Administrator within thirty (30) days of the end of each calendar quarter. A pro forma of said report is attached hereto as Exhibit "A." Other reports as requested by the PIE Program Administrator shall be provided within ten (10) business days.

16.17 Telephone Lines. Division shall provide one correctional facility telephone extension line in the office of the building. Written approval from the Warden of the facility must be obtained before Business may have any additional telephone lines installed. Business shall pay for any additional telephone lines, including installation, maintenance, and monthly charges. Business shall pay for all long-distance telephone calls, facsimile, or data transmissions. Business shall maintain all communication equipment, including but not limited to telephones, facsimile and devices with Internet access capabilities in a manner that ensures that inmates do not have unsupervised access to such equipment. Inmates shall not be permitted to have access to any devices with Internet access regardless of whether they would be subject to supervision while using the device.

16.18 Inmate Wages. Business shall pay wages to inmate employees at a rate that is not less than that paid for work of a similar nature in the Locality in which the work is to be done. Business shall deduct Federal, State, Local and F.I.C.A./Medicare taxes from inmate payroll checks. Business shall make only those voluntary deductions from inmate employees' payroll checks that are approved in writing by the Division. Business agrees to send inmate employee payroll checks to Trust Fund Centralized Banking, P.O. Box 8908, Pine Bluff, AR 71611. Division may deduct from said wages such amounts as necessary to reimburse the Division for its expenses in fulfilling its obligation under Agreement as required or provided by law, regulation or policy of Arkansas and applicable Federal statutes. Business shall not utilize any employee classification, including but not limited to trainees, to reduce below the lowest tenth percentile wage on the appropriate Arkansas Division of Employment Security wage scale.

[ON WITNESS WHEREOF], the parties here to have hereunder set their hands and seals on, or as of, the _____ day of _____, 20xx.

STATE OF ARKANSAS

Board of Correction

By

BUSINESS

By

_____, President/CEO

ATTEST.

ARKANSAS DIVISION OF CORRECTION

_____ Director

_____ Industry Administrator

Addendum A

INSURANCE REQUIRMENTS

GENERAL REQUIRMENTS

All policies shall be issued by an insurer, which has a claims paying ability rating of not less than "AX" or better as to claims paying ability by A.M. Best or not less than "AA" by Standard & Poor rating service, or has an equivalent rating as established by one other nationally recognized statistical rating organization satisfactory to Owners.

All policies shall contain a waiver or subrogation against the Division and any designated agent of representative of the Division.

All such insurance shall provide coverage for the acts or omissions of the inmates while acting as employees of or at the direction of Business.

CANCELLATION / NOTIFICATION PROVISIONS

All such insurance policies shall remain in full force and effect for the entire life of this Agreement. Such polices shall contain an endorsement that the Division shall receive at least thirty (30) days' prior written notice or any Modification. potential exhaustion of aggregate limits, intent not to renew, reduction or cancellation.

EVIDENCE OF INSURANCE

As evidence of insurance coverage required, the Business shall furnish certificates of insurance to the Division upon contract. The certificates will specify all of the parties who are additional insureds as required by the Division. The insurance coverages required under this contract shall be obtained from acceptable insurance companies or entities. The Business shall be financially responsible for all deductibles or self-insured retentions.

EQUIPMENT AND MATERIALS

The Business shall be responsible for any loss, damage, or destruction of its own property or that of any subcontractor's equipment and materials used in conjunction with this work.

SUBCONTRACTORS

The Business shall require subcontractors to provide and maintain general liability, automobile, and workers' compensation insurance coverage substantially similar to those required of the Business. The Business shall require certificates of insurance from all subcontractors as evidence of coverage. Business will be the responsible party for any and all claims by subcontractors, if subcontractor fails to have appropriate insurance.

BUSINESS'S INSURANCE REQUIREMENTS

(a) General Liability

The Business shall obtain, at Business's expense, and keep in effect during the term or the contract, commercial general liability insurance covering bodily injury and property damage containing minimum limits of One Million Dollars (\$ 1,000,000) written on a per occurrence form with a Two Million Dollar (\$2,000,000) aggregate limit. This insurance shall include personal injury coverage with employment exclusion deleted, and contractual liability.

(b) Automobile Liability

The Business shall obtain, at Business's expense, and keep in effect during the term of the contract, automobile liability insurance including hired and non-owned coverage in limits of One Million Dollars (\$1,000,000) per occurrence.

(c) Workers' Compensation The Business, its subcontractors, if any and all employees providing work, labor or materials under this contract are subject employers under the Workers' Compensation Law of Arkansas, which requires them to provide workers' compensation coverage that satisfies the law of the Jurisdiction for all their subject workers. This shall include employers' liability insurance with a coverage limits not less than \$500,000.

Business's Equipment

The Business shall be responsible for any loss, damage, or destruction of its own property or that of any subcontractor's equipment and materials used in connection with this work.

Business will purchase at Business's own sole cost and expense such policy to cover Business's owned property. Business will be responsible for any deductibles or self-insured retentions associated with such policy. Business will provide waiver of subrogation to Owner.

If Business self-insures owned property, then Business acknowledges full responsibility for all owned property and indemnifies Owner against any loss incurred.

(d) Additional Requirements

The liability policies shall name the Division employees and agents as additional insured. All policies shall be provided by insurers qualified to write the respective insurance in the State of Arkansas, be in such form, and include such provisions as are generally considered standard provisions for the type of insurance involved.



**ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office**

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

Attachment II

**PRISON INDUSTRIES ENHANCEMENT CERTIFICATION
PROGRAM APPLICATION**

Inmate Name: _____ ADC # _____ Date: _____

Classification: _____ Unit: _____ Job Assignment: _____

Please answer the following information to the best of your knowledge and ability.

Why do you want to participate in the PIECP? _____

Employment History: _____

Do you have any experience working in a factory? Yes No If yes, please list: _____

Inmate Signature: _____

Send completed application to the Unit Classification Officer

DO NOT WRITE BELOW THIS LINE

Recommendations

Job Supervisor _____ Yes No If no, explain: _____

Medical Supervisor: _____ Yes No

Medical Class: _____ Medical Restrictions _____

PIECP Application continued

Principal: _____ Yes No

Why: _____

G.E.D. High School Diploma | Is inmate currently in school? Yes No

Classification Officer: _____

Major DR: _____ Minor DR: _____ T.E. Date _____

Industrial Work History: Excellent Average Poor

Security Concerns: _____

Classification Committee Action:

Date: _____ Recommendation: Yes No | Deferred Yes No

Staff Signatures:

Job Supervisor _____

Medical Supervisor _____

Principal _____

Classification Officer _____

Warden _____



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

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ADMINISTRATIVE DIRECTIVE

SUBJECT: Use of Inmates in Staff Homes

NUMBER: 2022- SUPERSEDES: 14-52

APPLICABILITY: ADC Staff

REFERENCE: AR 002 Authority of Unit Wardens, Work Release Center Supervisors, Administrators or Designees, AR 217 Staff Assignments and Housing

PAGE: 1 of 2

APPROVED: EFFECTIVE DATE:

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to establish procedures and rules for assignments of inmates who work in the homes of ADC staff.

II. DEFINITIONS:

- A. Minor. For the purpose of this policy, a person who is under age 16.
- B. Staff. For the purposes of this policy, is any personnel authorized to be assigned an inmate to work in his/her home.
- C. Trusty Status. A status for Class I inmates who are assigned to very responsible jobs or inmates who are performing any job tasks which require the highest degree of discipline, behavior, and responsibility; these inmates may work outside the compound without being under armed supervision.

III. PROCEDURES:

- A. Inmates who are Trusty Status may be selected for job assignments in staff homes on the premises of ADC property only. The Unit Classification Committee with the approval of the Warden shall determine inmate work assignments. After selection and approval at the Unit, the Warden shall request approval from the Director.
- B. Employees whose duties require long working hours, weekend duty, and emergency attendance may be required or authorized by the Secretary, or his or her designee, to live on the premises as a condition of employment. The following personnel are authorized to be assigned an inmate to work in their home:
 1. Secretary
 2. Director
 3. Assistant Director
 4. Deputy Director
 5. Superintendent

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- 6. Warden
- 7. Deputy Warden
- 8. Farm and Industry Administrators

C. General Rules

1. Limit one (1) inmate per household
2. Normal work hours are 7:30 a.m. to 5:00 p.m. on business days, any deviations should be approved by the Superintendent or Warden.
3. Inmates may not work on holidays or weekends except at the request and under direct supervision of Staff for a period necessary to complete specific tasks. Family members may not request an inmate for a specific task. If needed, direct supervision shall be provided by security staff.
4. While inmates are present, Staff, family members, and visitors must dress modestly.
5. Staff, family members, or visitors shall conduct themselves in an appropriate manner and shall not discuss ADC business while inmates are present.
6. Family members must observe the utmost propriety in the presence of inmates.
7. Family members and visitors may not shower or sleep in the presence of inmates unless Staff is present in the home.
8. Staff shall not consume alcoholic beverages in the presence of an inmate.
9. Inmates may not be left alone with Minor children or be at the house anytime Minor children are present unless an adult is present.
10. Inmates shall not have access to:
 - a. Vehicle keys;
 - b. Any medication of Staff or household member;
 - c. Any alcoholic beverages; nor
 - d. Firearms (which should be stored in an approved gun safe).
11. Inmates shall not use the home telephone for any reason other than answering the phone as directed for security checks, or to report, or respond to maintenance issues in the home.
12. Unit Security staff must call and make security checks every hour and shall make visual checks every three (3) hours.
13. Staff shall sign a copy of this policy prior to an inmate being assigned to work at their home.

IV. ATTACHMENTS

Staff Acknowledgment Form

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Division of Correction – Director’s Office**

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

Attachment

Staff Acknowledgment Form

Name: _____ Job Title: _____

I have read and understand this policy and have received a copy of Administrative Rule 217 Staff Assignments and Housing and understand those rules by which I am expected to abide and the consequences for violation of such rules while an employee of the ADC. If I have any questions regarding this policy, I understand that I must contact my supervisor for assistance.

Staff Signature: _____ Date: _____

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cc: Employee File



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Division of Correction – Director’s Office

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ADMINISTRATIVE DIRECTIVE

SUBJECT: Use of Inmates in Staff Homes

NUMBER: 2022-06

SUPERSEDES: 14-52

APPLICABILITY: ADC Staff

REFERENCE: AR 002 Authority of Unit Wardens, Work Release Center Supervisors, Administrators or Designees, AR 217 Staff Assignments and Housing

PAGE: 1 of 2

APPROVED: Original Signed by Dexter Payne

EFFECTIVE DATE: 1/27/2022

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to establish procedures and rules for job assignments of inmates who work in the homes of ADC staff.

II. DEFINITIONS:

- A. Minor. For the purpose of this policy, a person who is under age 16.
- B. Staff. For the purposes of this policy, is any personnel authorized to be assigned an inmate to work in his/her home.
- C. Trusty Status. A status for Class I inmates who are assigned to very responsible jobs or inmates who are performing any job tasks which require the highest degree of discipline, behavior, and responsibility; these inmates may work outside the compound without being under armed supervision.

III. PROCEDURES:

- A. Inmates who are Trusty Status may be selected for job assignments in staff homes on the premises of ADC property only. The Unit Classification Committee with the approval of the Warden shall determine inmate work assignments. After selection and approval at the Unit, the Warden shall request approval from the Director.
- B. Employees whose duties require long working hours, weekend duty, and emergency attendance may be required or authorized by the Secretary, or his or her designee, to live on the premises as a condition of employment. The following personnel are authorized to be assigned an inmate to work in their home:
 - 1. Secretary
 - 2. Director
 - 3. Assistant Director
 - 4. Deputy Director
 - 5. Superintendent

6. Warden
7. Deputy Warden
8. Farm and Industry Administrators

C. General Rules

1. Limit one (1) inmate per household;
2. Normal work hours are 7:30 a.m., to 5:00 p.m. on business days, any deviations should be approved by the Superintendent or Warden.
3. Inmates may not work on holidays or weekends except at the request and under direct supervision of Staff for a period necessary to complete specific tasks. Family members may not request an inmate for a specific task. If needed, direct supervision shall be provided by security staff.
4. While inmates are present, Staff, family members, and visitors must dress modestly.
5. Staff, family members, or visitors shall conduct themselves in an appropriate manner and shall not discuss ADC business while inmates are present.
6. Family members must observe the utmost propriety in the presence of inmates.
7. Family members and visitors may not shower or sleep in the presence of inmates unless Staff is present in the home.
8. Staff shall not consume alcoholic beverages in the presence of an inmate.
9. Inmates may not be left alone with Minor children or be at the house anytime Minor children are present, unless an adult is present.
10. Inmates shall not have access to:
 - a. Vehicle keys;
 - b. Any medication of Staff or household member;
 - c. Any alcoholic beverages; nor
 - d. Firearms (which should be stored in an approved gun safe).
11. Inmates shall not use the home telephone for any reason other than answering the phone as directed for security checks, or to report, or respond to maintenance issues in the home.
12. Unit Security staff must call and make security checks every hour and shall make visual checks every three (3) hours.
13. Staff shall sign a copy of this policy prior to an inmate being assigned to work at their home.

IV. ATTACHMENTS

Staff Acknowledgment Form



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

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Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

Attachment

Staff Acknowledgment Form

Name: _____ Job Title: _____

I have read and understand AD 2022-06 Use of Inmates in Staff Homes and have received a copy of AR 217 Staff Assignments and Housing and understand those rules by which I am expected to abide and the consequences for violation of such rules while an employee of the ADC. If I have any questions regarding this policy, I understand that I must contact my supervisor for assistance.

Staff Signature: _____ Date: _____

cc: Employee File



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Division of Correction – Director’s Office

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Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

ADMINISTRATIVE DIRECTIVE

SUBJECT: ACIC/NCIC Operations and Procedures

NUMBER: 2022-**SUPERSEDES:** 18-10

APPLICABILITY: All ACIC/NCIC Operators

REFERENCE: ACIC Manual, ACIC System Regulations Manual, CJIS Security Policy
ACA § 12-12-212

PAGE: 1 of 3

APPROVED: **EFFECTIVE DATE:**

I. POLICY:

It shall be the policy of the Arkansas Division of Correction (ADC) to comply with all applicable provisions of laws, rules, regulations, and guidelines that pertain to the Arkansas Crime Information Center (ACIC), the National Crime Information Center (NCIC) and Criminal Justice Information Services (CJIS) in the operation and utilization of the crime information systems.

II. DEFINITIONS:

- A. ACIC. The Center that administers the general policies and regulations governing the operations of ACIC, NCIC and NLETS in the State of Arkansas.
- B. NCIC. National Crime Information Center.
- C. NLETS. National Law Enforcement Telecommunications System.
- D. Criminal Justice Information Services (CJIS). Any system used to process, store, or transmit criminal justice information.
- E. Access Device. A computer terminal, microcomputer workstation, mobile data device or other electronic equipment used to communicate with the ACIC computer system.
- F. Access Device Operator. Appropriately trained staff that access ACIC or NCIC hereinafter referred to as operators.

III. PROCEDURES:

A. Access and Use of Information

1. Information obtained from ACIC, NCIC and NLETS is for the administration of criminal justice and for official use only. Any other use must be authorized by written Division policy and specifically approved by ACIC. Unauthorized release of information may result in fines and/or imprisonment as prescribed in Ark. Code Annotated § 12-12-212.
2. Only official criminal justice messages may be transmitted in-state over ACIC or out-of-state over NLETS. Messages shall not include non-criminal justice announcements, greetings, or any other matters outside of official business.

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3. The Division shall maintain at least one access device on a 24-hour-a-day, 7-day-a-week basis. The Division may provide assistance to other criminal justice agencies in the form of record inquiries and message transmittals.

4. The Division shall maintain a Secondary Dissemination log, to record all criminal history information obtained from the ACIC/NCIC system and provided to other criminal justice agencies.

B. Incident Response Procedure

1. The Division shall promptly report breach incident information to appropriate authorities. Information security events and weaknesses associated with information systems shall be communicated in a manner allowing timely corrective action to be taken. Incident-related information can be obtained from a variety of sources including, but not limited to, audit monitoring, network monitoring, physical access monitoring, and user/administrator reports.

2. If there is any suspected misuse of the ACIC/NCIC System or its information, the incident should be reported immediately to ACIC and to the Director by the Warden/Administrator. The Warden/Administrator or designee should collect and retain the information regarding the alleged misuse of ACIC/NCIC information. The Director should then take appropriate action. The Director or designee shall notify Internal Affairs and ACIC of the findings.

C. Security

1. ACIC access devices shall be placed in secure areas, away from public or non-official access. Procedures shall be instituted to protect access devices, documentation, and records. Proper identification shall be required before admitting maintenance personnel or other officials from outside the agency to equipment. Access device sites are subject to periodic ACIC security inspections.

2. All operators will be familiar with the procedures for dissemination of criminal history files.

3. All operators will keep the access device locked when left unattended to prevent unauthorized access.

4. All printouts, listings, or other official records from the ACIC/NCIC/NLETS must be burned or shredded for proper disposal.

5. According to CJIS Security Policy, ACIC/NCIC Information cannot be transmitted electronically by email; however, ACIC/NCIC information can be transmitted by using a Secure Fax Line.

D. Terminal Agency Coordinator

1. The Director will designate a Terminal Agency Coordinator (TAC). The TAC should have completed ACIC training requirements and shall perform the following functions:

- a. Serve as the Division's liaison with ACIC;
- b. Distribute documents and materials from ACIC to appropriate personnel;
- c. Inform ACIC of personnel matters concerning ACIC training classes, changes in operator assignments and changes in TAC designation;
- d. Assist ACIC personnel in audits, security checks and other related matters.

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- 2. The Division shall provide ACIC with the required documentation concerning background investigations of all operators.
- 3. Successful completion of the ACIC training class is required of all operators.

E. Training. All individuals that operate the ACIC access devices or have access to Criminal Justice Information (CJI) must be trained in accordance with ACIC or CJIS requirements. Access device operators shall be required to meet the following ACIC training requirements.

- 1. CJIS Training. As required by FBI CJIS Security Policy, all persons that access CJIS must complete the approximate CJIS Security and Awareness Training on a biennial basis. The initial training should be completed within 30 days of assignment to any position dealing with CJI.
- 2. Completion of the Basic Class for ACIC/NCIC Training. Within five (5) days of employment or reassignment to operate an ACIC Access Device, the employee should fill out a Request for ACIC Training Form and send it to the TAC.
- 3. Level II operators (radio room personnel) must be enrolled in a Level II class within one (1) year of completing their Level I class.
- 4. As required by ACIC, all Certified Operators must successfully pass the Re-certification Class or the appropriate Nex Test Exam, which is available online, within every second calendar year of their last certification.

F. Warrant Entries and Validations

- 1. The operator will verify that a warrant has been issued prior to entry into the system. Unusual conditions may permit the entry of a temporary warrant as authorized by the NCIC manual.
- 2. Messages received from other law enforcement agencies advising that they have received a "HIT" on an ADC warrant and needing confirmation will be responded to promptly by the operator, who will:
 - a. Verify status of the warrant.
 - b. Notify the requesting agency of the status and provide an approximate time that an ADC official will contact them.
 - c. Notify the Duty Director/Warden as soon as possible; and
 - d. Remove the warrant from the system after it has been determined that the correct person is in custody of a law enforcement agency.
- 3. The TAC or designee will verify all records appearing on the monthly ACIC validation listing and forward the appropriate documentation to ACIC.
- 4. Warrants that are no longer valid will be removed from the system.

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ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

6814 Princeton Pike
Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

ADMINISTRATIVE DIRECTIVE

SUBJECT: ACIC/NCIC Operations and Procedures

NUMBER: 2022-07

SUPERSEDES: 18-10

APPLICABILITY: All ACIC/NCIC Operators

REFERENCE: ACIC Manual, ACIC System Regulations Manual, CJIS Security Policy
ACA § 12-12-212

PAGE: 1 of 3

APPROVED: Original signed by Dexter Payne

EFFECTIVE DATE: 2/22/2022

I. POLICY:

It shall be the policy of the Arkansas Division of Correction (ADC) to comply with all applicable provisions of laws, rules, regulations, and guidelines that pertain to the Arkansas Crime Information Center (ACIC), the National Crime Information Center (NCIC) and Criminal Justice Information Services (CJIS) in the operation and utilization of the crime information systems.

II. DEFINITIONS:

- A. ACIC. The Center that administers the general policies and regulations governing the operations of ACIC, NCIC and NLETS in the State of Arkansas.
- B. NCIC. National Crime Information Center.
- C. NLETS. National Law Enforcement Telecommunications System.
- D. Criminal Justice Information Services (CJIS). Any system used to process, store, or transmit criminal justice information.
- E. Access Device. A computer terminal, microcomputer workstation, mobile data device or other electronic equipment used to communicate with the ACIC computer system.
- F. Access Device Operator. Appropriately trained staff that access ACIC or NCIC hereinafter referred to as operators.

III. PROCEDURES:

- A. Access and Use of Information
 - 1. Information obtained from ACIC, NCIC and NLETS is for the administration of criminal justice and for official use only. Any other use must be authorized by written Division policy and specifically approved by ACIC. Unauthorized release of information may result in fines and/or imprisonment as prescribed in Ark. Code Annotated § 12-12-212.
 - 2. Only official criminal justice messages may be transmitted in-state over ACIC or out-of-state over NLETS. Messages shall not include non-criminal justice announcements, greetings, or any other matters outside of official business.

3. The Division shall maintain at least one access device on a 24-hour-a-day, 7-day-a-week basis. The Division may provide assistance to other criminal justice agencies in the form of record inquiries and message transmittals.
4. The Division shall maintain a Secondary Dissemination log, to record all criminal history information obtained from the ACIC/NCIC system and provided to other criminal justice agencies.

B. Incident Response Procedure

1. The Division shall promptly report breach incident information to appropriate authorities. Information security events and weaknesses associated with information systems shall be communicated in a manner allowing timely corrective action to be taken. Incident-related information can be obtained from a variety of sources including, but not limited to, audit monitoring, network monitoring, physical access monitoring, and user/administrator reports.
2. If there is any suspected misuse of the ACIC/NCIC System or its information, the incident should be reported immediately to ACIC and to the Director by the Warden/Administrator. The Warden/Administrator or designee should collect and retain the information regarding the alleged misuse of ACIC/NCIC information. The Director should then take appropriate action. The Director or designee shall notify Internal Affairs and ACIC of the findings.

C. Security

1. ACIC access devices shall be placed in secure areas, away from public or non-official access. Procedures shall be instituted to protect access devices, documentation, and records. Proper identification shall be required before admitting maintenance personnel or other officials from outside the agency to equipment. Access device sites are subject to periodic ACIC security inspections.
2. All operators will be familiar with the procedures for dissemination of criminal history files.
3. All operators will keep the access device locked when left unattended to prevent unauthorized access.
4. All printouts, listings, or other official records from the ACIC/NCIC/NLETS must be burned or shredded for proper disposal.
5. According to CJIS Security Policy, ACIC/NCIC Information cannot be transmitted electronically by email; however, ACIC/NCIC information can be transmitted by using a Secure Fax Line.

D. Terminal Agency Coordinator

1. The Director will designate a Terminal Agency Coordinator (TAC). The TAC should have completed ACIC training requirements and shall perform the following functions:
 - a. Serve as the Division's liaison with ACIC;
 - b. Distribute documents and materials from ACIC to appropriate personnel;
 - c. Inform ACIC of personnel matters concerning ACIC training classes, changes in operator assignments and changes in TAC designation;
 - d. Assist ACIC personnel in audits, security checks and other related matters.

2. The Division shall provide ACIC with the required documentation concerning background investigations of all operators.
 3. Successful completion of the ACIC training class is required of all operators.
- E. Training. All individuals that operate the ACIC access devices or have access to Criminal Justice Information (CJI) must be trained in accordance with ACIC or CJIS requirements. Access device operators shall be required to meet the following ACIC training requirements.
1. CJIS Training. As required by FBI CJIS Security Policy, all persons that access CJIS must complete the approximate CJIS Security and Awareness Training on a biennial basis. The initial training should be completed within 30 days of assignment to any position dealing with CJI.
 2. Completion of the Basic Class for ACIC/NCIC Training. Within five (5) days of employment or reassignment to operate an ACIC Access Device, the employee should fill out a Request for ACIC Training Form and send it to the TAC.
 3. Level II operators (radio room personnel) must be enrolled in a Level II class within one (1) year of completing their Level I class.
 4. As required by ACIC, all Certified Operators must successfully pass the Re-certification Class or the appropriate Nex Test Exam, which is available online, within every second calendar year of their last certification.
- F. Warrant Entries and Validations
1. The operator will verify that a warrant has been issued prior to entry into the system. Unusual conditions may permit the entry of a temporary warrant as authorized by the NCIC manual.
 2. Messages received from other law enforcement agencies advising that they have received a “HIT” on an ADC warrant and needing confirmation will be responded to promptly by the operator, who will:
 - a. Verify status of the warrant;
 - b. Notify the requesting agency of the status and provide an approximate time that an ADC official will contact them;
 - c. Notify the Duty Director/Warden as soon as possible; and
 - d. Remove the warrant from the system after it has been determined that the correct person is in custody of a law enforcement agency.
 3. The TAC or designee will verify all records appearing on the monthly ACIC validation listing and forward the appropriate documentation to ACIC.
 4. Warrants that are no longer valid will be removed from the system.



ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

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Pine Bluff, Arkansas 71602
Phone: (870) 267-6200 | Fax: (870) 267-6244

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Arkansas Department of Corri

ADMINISTRATIVE DIRECTIVE

SUBJECT: Disciplinary Court Review

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NUMBER: 2022-08

SUPERSEDES: 14-08

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APPLICABILITY: All Employees and Inmates

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REFERENCE: AD Restrictive Housing; AD Inmate Disciplinary Manual;
American Correctional Association (ACA)

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PAGE: 1 of 2

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of Correction

APPROVED:

EFFECTIVE DATE:

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I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to provide safe and secure housing to inmates who require a higher degree of physical control by virtue of being charged with a serious rule violation, and in the judgment of staff may become disruptive or be dangerous if placed in the general population. Such detention should not be punitive and should be used only when necessary to ensure the inmate’s safety or good order and security of the institution. Documentation should be provided as to the reason for detention.

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II. DEFINITIONS:

A. Disciplinary Court Review (DCR). The confinement of an inmate in a segregated area until a disciplinary hearing is completed due to committing a disciplinary infraction.

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III. PROCEDURES:

A. Review

1. No inmate is to be placed on DCR unless a disciplinary is being considered. The Supervisor or the highest-ranking officer on duty may place the inmate on DCR.

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2. The Superintendent/Warden or a Deputy Warden of a Work Release Center or designee must review an inmate’s pre-hearing status within seventy-two (72) hours, including weekends and holidays. A charged inmate must be given at least twenty-four (24) hours prior notice of a disciplinary proceeding.

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Center or designee must review an inmate’s pre-hearing status
within seventy-two (72) hours, including weekends and holidays.
charged inmate must be given at least twenty-four (24) hours prio
notice of a disciplinary proceeding. ¶

3. At no time will an inmate remain on DCR for more than fourteen (14) days.

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4. An inmate may be removed from DCR and placed on an appropriate assignment only with the authorization of the ~~Superintendent/Warden/Deputy Warden/Chief of Security~~ designee.

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5. If the disciplinary action is dismissed prior to a disciplinary hearing, the inmate must be released from DCR status and appropriately reassigned.

B. Privileges. Inmates on DCR status will be offered programs and services that, while comparable in terms of freedom of availability in comparison with general population privileges, will generally include the following areas:

1. Recreation;

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2. Showers;

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3. Crisis counseling;

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4. Leisure and library services;

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5. In-cell education programs;

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6. Religious counseling and materials;

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7. General, privileged, and legal correspondence;

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8. Phone calls;

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9. Visitation;

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10. Commissary; and

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11. Medical services.

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C. Specific Privileges. Inmates on DCR will be allowed the same privileges as those afforded inmates assigned to Restrictive Housing and consistent with security needs of the unit and listed in the ~~AD Restrictive Housing~~.

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1. If an inmate on DCR is deprived of any usually authorized item or activity, a report of action shall be forwarded to the Chief of Security.

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Unless there are compelling reasons to the contrary, these inmates may be allowed Commissary privileges, Reasonable amounts of personal property (as determined by the chief of security), and exercise periods. Items from the commissary may be withheld if determined by the chief of security to be a threat to the security of the segregation area.

Correspondence privileges afforded the general population shall be allowed to these inmates.

2. No restrictions shall be placed upon the inmate's contact with the courts or legal counsel.

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3. Visitation privileges afforded to the general population may be allowed to these inmates at the Superintendent/Warden/Deputy Warden's discretion.

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ARKANSAS DEPARTMENT OF CORRECTIONS
Division of Correction – Director’s Office

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 Phone: (870) 267-6200 | Fax: (870) 267-6244

ADMINISTRATIVE DIRECTIVE

SUBJECT: Disciplinary Court Review

NUMBER: 2022-08

SUPERSEDES: 14-08

APPLICABILITY: All Employees and Inmates

REFERENCE: AD Restrictive Housing; AD Inmate Disciplinary Manual;
 American Correctional Association (ACA)

PAGE: 1 of 2

APPROVED: Original Signed Dexter Payne

EFFECTIVE DATE: 3/30/2022

I. POLICY:

It is the policy of the Arkansas Division of Correction (ADC) to provide safe and secure housing to inmates who require a higher degree of physical control by virtue of being charged with a serious rule violation, and in the judgment of staff may become disruptive or be dangerous if left in the general population. Such detention should not be punitive and should be used only when necessary to ensure the inmate’s safety or good order and security of the institution. Documentation should be provided as to the reason for detention.

II. DEFINITIONS:

A. Disciplinary Court Review (DCR). The confinement of an inmate in a segregated area until a disciplinary hearing is completed due to committing a disciplinary infraction.

III. PROCEDURES:

A. Review

1. No inmate is to be placed on DCR unless a disciplinary is being considered. The Shift Supervisor or the highest-ranking officer on duty may place the inmate on DCR.
2. The Superintendent/Warden or a Deputy Warden of a Work Release Center or designee must review an inmate’s pre-hearing status within seventy-two (72) hours, including weekends and holidays. A charged inmate must be given at least twenty-four (24) hours prior notice of a disciplinary proceeding.
3. At no time will an inmate remain on DCR for more than fourteen (14) days.

4. An inmate may be removed from DCR and placed on an appropriate assignment only with the authorization of the Superintendent/Warden/Deputy Warden/Chief of Security, or designee.
 5. If the disciplinary action is dismissed prior to a disciplinary hearing, the inmate must be released from DCR status and appropriately reassigned.
- B. Privileges. Inmates on DCR status will be offered programs and services that, while not comparable in terms of freedom of availability in comparison with general population privileges, will generally include the following areas:
1. Recreation;
 2. Showers;
 3. Crisis counseling;
 4. Leisure and library services;
 5. In-cell education programs;
 6. Religious counseling and materials;
 7. General, privileged, and legal correspondence;
 8. Phone calls;
 9. Visitation;
 10. Commissary; and
 11. Medical services.
- C. Specific Privileges. Inmates on DCR will be allowed the same privileges as those afforded inmates assigned to Restrictive Housing and consistent with security needs of the unit and as listed in the AD Restrictive Housing.
1. If an inmate on DCR is deprived of any usually authorized item or activity, a report of the action shall be forwarded to the Chief of Security.
 2. Unless there are compelling reasons to the contrary, these inmates may be allowed Commissary privileges, Reasonable amounts of personal property (as determined by the chief of security), and exercise periods. Items from the commissary may be withheld if determined by the chief of security to be a threat to the security of the segregation area. Correspondence privileges afforded the general population shall be allowed to these inmates.
 3. No restrictions shall be placed upon the inmate's contact with the courts or legal counsel.
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