



# Idaho Department of Correction

## **VOLUNTEER AGREEMENT**

### **GENERAL STANDARDS**

As a volunteer for the Idaho Department of Correction, hereinafter referred to as the IDOC, I understand and agree to the following:

1. I will conduct my volunteer activities in accordance with this Agreement and the Volunteer Services Standard Operating Procedures, 606.02.01.001. If I am unclear about a policy, procedure, or term of this Agreement, it is my responsibility to seek immediate clarification with the staff.
2. I will be respectful to staff, inmates, other volunteers, and those of other faiths.
3. I will maintain control of my personal property while at the facility and I will immediately report the loss of any item to a staff member.
4. I understand I may be denied access to any unit and may be subject to search of my person or vehicle for justifiable security purposes.
5. I will notify the IDOC prior to discussing my volunteer service with the media or a public forum.
6. I understand that the Department will complete a criminal background check upon receipt of my application and again annually. I understand that the initial background check must be completed and my application approved before I am granted access to any facility.
7. I understand I am responsible for notifying the Department if I do not wish to have my criminal background check completed to renew my volunteer status. I also understand this will conclude my volunteer service.
8. I understand my volunteer service may be terminated at the discretion of the IDOC.
9. If I am both a mentor and a volunteer, I will continue to abide by all terms of this Agreement.
10. I understand the risk of volunteering in a correctional facility, including, but not limited to, the risks of being taken hostage, injury to my person or property, and death.
11. Except in the case of sole negligence or willful misconduct of the State of Idaho, I agree to assume fully all the risks which may result from my volunteer work in and for the IDOC, and agree to indemnify, defend, and hold harmless the State of Idaho, the Idaho Department of Correction, and its officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees, and suits whatsoever arising out of or in connection with my volunteer work in and for the IDOC.
12. I understand that the donation of my time and service does not represent employment or any promise of employment and that the Department has no legal responsibility for defending me in any legal action.
13. I understand that I have no property interest in the volunteer position, and that I may be released from my duties as a volunteer at the discretion of the Department.

### **PROHIBITED ACTIVITIES**

I understand that I am entering a secure facility and there are activities that I am strictly prohibited from engaging in. I agree to abide by the following standards regarding prohibited activities.

1. I understand unauthorized items are contraband and the introduction of contraband into a correctional facility is a violation of state law. Restricted items must be pre-approved by facility leadership. I will only bring items into the facility that the IDOC has preauthorized and are specifically required for my volunteer service.

Appendix B

606.02.01.001

Update Date: 05/06/2016



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- a. Contraband includes: alcoholic beverages, pets/animals, ammunition, drugs and narcotics, explosives and explosive devices, firearms, oleoresin capsicum spray, mace, tobacco, and other objects or materials that might be used to compromise security, sound order, or discipline of the correctional facility.
- b. Restricted Items: cell phones, pagers, computers, cameras, audio/video equipment, prescription drugs, and tools.
2. I will not provide for or accept from an inmate any personal good or service, including, but not limited to, making phone calls, mailing letters, making a purchase, selling or exchanging any item(s) with an inmate, or delivering messages or packages to anyone in the community or in a correctional facility.
3. I will never exchange any item with an inmate or give any item directly to an inmate.
4. I will maintain legal and ethical boundaries with all inmates.
5. I will keep my physical contact with an inmate to a minimum.
6. I will not engage in a romantic or sexual relationship with an inmate.
7. I will not engage in any personal communication, including but not limited to, letters, emails, and phone calls, with an incarcerated inmate housed in a facility at which I volunteer. I understand an exception will be granted for communication in accordance with the Mentor Agreement if I become an approved mentor and the inmate I communicate with is my mentee.
8. I will not allow any offender to reside in my personal residence or become employed under my direct supervision upon release from incarceration.
9. I will never give money to an inmate or an offender or enter into any financial contract with an inmate or offender.
10. If an offender returns to prison and I assisted him/her with reentry upon release, I will immediately notify the IDOC.

### **PRISON RAPE ELIMINATION ACT (PREA) NOTIFICATION**

1. I understand IDOC has a zero tolerance policy towards all forms of sexual abuse and sexual harassment between inmates and between inmates and staff or volunteers.
2. Whether I observe the act or the act was reported to me, I understand I am required to report any instances of sexual abuse or sexual harassment between inmates or between inmates and staff or volunteers.
3. I understand that actual or attempted sexual activity or romantic relationship between a volunteer and an inmate is strictly prohibited, even if the inmate is a willing participant in the activity.
4. I understand that as a volunteer, if I'm suspected of engaging in or attempting to engage in a romantic relationship with an inmate, I will be immediately banned from all IDOC facilities and removed from the IDOC volunteer program.
5. I understand that if I am suspected of engaging in sexual activity with an inmate, I will be referred to the law enforcement authorities for investigation of violating Idaho Code, Section 18-6110 and/or other Idaho State statutes that might be applicable.

### **I AGREE**

By checking the "I agree" box of the online volunteer application, I am certifying that I have read this Agreement. I understand and agree to abide by the terms and conditions of this agreement and all IDOC standard operating procedures and policies.