

IDAHO DEPARTMENT OF CORRECTION

Employment Release Agreement

Welcome. This employment release program is designed to help you make a successful transition into the community. Being in this program is a privilege that allows you to live in a community reentry center (CRC) or correctional facility while participating in employment, approved activities, and programming to enhance your post-release goals. There may be many areas of concern during this phase of your incarceration and not all can be listed. Therefore, present any concerns or questions in writing to the appropriate staff member.

Financial (1 thru 17)

1. _____ All money earned, including bonuses, while on employment release, including both the paychecks and pay stubs for all salary is to be sent by my employer to Inmate Accounts. I will not request or accept my original pay stub or any earnings from my employer, with the exceptions of tips.
2. _____ Any wages earned through a pay card or as tips are wages earned and must be turned in to the facility for processing through Inmate Accounts. Once received, pay cards must be turned into the EC or designee.
3. _____ I agree to immediately notify the employment coordinator (EC) or designee of any change in my wage.
4. _____ Maintenance fees will be automatically deducted at a rate of 35% of my gross earnings; and Inmate Accounts will send a receipt of earnings and deductions (a pay stub and deposit receipt) for my records.
5. _____ If I am receiving workers' compensation or unemployment benefits, the 35% deduction (see #4 above) will be deducted from my benefits earnings as long as I remain at the employment-release facility; or the employment-release facility is holding a bed for me.
6. _____ Personal draw money taken to work can only be spent in vending machines or on food items, which must be consumed at work. I will not make any property purchases with my personal draw money without written approval of the EC or designee.
7. _____ I will not request or receive advances of my employment release salary, including payroll deductions for work clothes, tools, etc., unless the EC or designee has given me prior written authorization.
8. _____ Gift cards from employers must be turned in to the EC or designee. Gift cards will be mailed from the CRC at the resident's expense.
9. _____ I will not endorse or cash any money orders, checks, bank drafts, or other negotiable instruments without written approval from the facility head (or designee).
10. _____ I will not incur any debts, open any bank accounts, or charge accounts without the permission of the facility head (or designee).
11. _____ I agree to pay restitution, fines, outstanding cost of supervision (COS) fees, and assessments ordered by either a court or the Commission of Pardons and Parole.
12. _____ I will at no time exceed my draw amount by having funds on my person or in my control. The only exception would be a special check that Inmate Accounts has issued.
13. _____ A fee will be assessed for transport provided via state vehicle, unless otherwise specified. The fees are four dollars per round-trip. Job searches are not included.
14. _____ If I receive healthcare services from a community provider according to standard operating procedure, I am responsible for paying them.

IDAHO DEPARTMENT OF CORRECTION
Employment Release Agreement

15. _____ If I walk-away, escape, or attempt either, all money in my inmate trust account and money earned during employment release will be used to pay any outstanding debts accrued while at the employment-release facility, court-ordered restitution, fines, and past due COS fees.
16. _____ If terminated or removed from this program for disciplinary reasons, I understand my inmate trust account will be suspended, and not available to me, to assess and collect any outstanding debts accrued while at the employment-release facility. In addition, up to half of my account balance can be used to pay any outstanding court-ordered restitution and fines, and COS fees.
17. _____ Upon release from department custody, the EC or designee will close my inmate trust account. If I have any outstanding expenses, debts accrued while at the employment-release facility, or outstanding maintenance fees, these expenses will be deducted from my trust accounts before my account being closed.

Active Job Search (18 thru 22)

18. _____ During the time I am on active job search, my responsibility is to find full-time employment with a minimum of 32 hours per week. If I am not on active job search for reasons such as illness or having an appointment, I will notify an on-duty staff member, and I will provide the EC or designee written notification.
19. _____ My employment must be in accordance with the prevailing working conditions and wages of this area; and will not violate state minimum wage laws. Commission, piece pay, and salary wages are allowed as long as they meet the state minimum wage laws. I will not accept employment where I am being compensated as a self-employed employee.
20. _____ During the hours designated for active job search, I will not make or receive personal telephone calls.
21. _____ Until I am employed, I will participate in active job search and keep records of contacts as directed. I will make my job search records available upon request. Failure to actively search for employment may result in removal from this program.
22. _____ When I receive a job offer, I will complete a *Employment Release Employment Hire Sheet*, submit it to the EC or designee, and receive approval from the EC or designee before starting the new job.

Schedules (23 thru 28)

23. _____ Employment schedules are determined according to my employer's requirements and facility schedule. I will not request any employment schedule changes without the EC or designee prior approval.
24. _____ I will notify the EC if there is a change in my direct supervisor.
25. _____ Employment schedules must be documented on my schedule sheet in the sign in/out logbook two weeks in advance or as directed by the EC or designee. When there is a schedule change, my employer will notify the facility in writing, by phone, fax, or email; and then I will change my schedule sheet and have a staff member initial the change.
26. _____ I agree to notify my employer and facility staff as soon as possible before I make any appointments (medical, dental, optical, court, and programming, etc.) that interfere with my employment schedule.

IDAHO DEPARTMENT OF CORRECTION
Employment Release Agreement

27. _____ Any time a ride is needed for programming or appointments, I will write it on my schedule and notify facility staff for a change in the transport schedule.
28. _____ I will participate in designated programs and my employment will not interfere with my designated programming.

While Employed (29 thru 48)

29. _____ While employed, I agree to be supervised at all times.
30. _____ I will work a minimum of 32 hours a week and will not exceed 60 hours per week. I cannot work more than 6 days in a row. Any deviation requires the EC or designee approval.
31. _____ I understand that based on the work environment, nature of the business, or employment requirements, the terms and conditions of the employment schedule may vary by facility. The facility head (or designee) will determine the requirements of the facility, employers, and inmate accountability; and these requirements will be outlined to me.
32. _____ I will officially clock-on at the beginning of my scheduled shift and officially clock-off at the end of my scheduled shift. With the exceptions of mandated breaks or lunches, which will not exceed one hour, I will work "on the clock" the whole duration of my shift; and, I will not work "off the clock" during slow times or in-between shifts.
33. _____ I will have my employer request approval from facility staff for any overtime at least one hour before the end of my shift; or for any change in site location.
34. _____ I will remain at my designated work area at all times, even while on breaks or lunch. All other areas are off limits. The EC or designee must give prior authorization for any deviation.
35. _____ I agree to leave and return to the facility as directed; and I will report to and from work quickly and efficiently.
36. _____ I will not quit, transfer, or otherwise alter existing employment without written authorization from the EC or designee. If I am fired or terminated for my actions, I understand it is a violation of this agreement.
37. _____ If I am too ill to work, I will immediately notify the staff member on duty, my employer, and the EC or designee.
38. _____ I will not give, borrow, lend, barter, or receive money or any items of value from co-workers, employers, or individuals without prior authorization from the EC or designee.
39. _____ I will not drive, ride on, or be in any vehicle without prior written authorization from the EC or designee.
40. _____ If I am injured on the job, I will immediately notify my employer, facility staff, the EC or designee, and I will fill out all applicable paperwork as quickly as possible. I will ask my employer to send a copy of my workers' compensation forms to the facility.
41. _____ I agree to not have in my possession or in my control any keys or door codes belonging to the employer without authorization from the EC or designee.
42. _____ Use of electronic devices and social media sites must be for work purposes only. Any deviation from this must be approved by the EC or designee.

**IDAHO DEPARTMENT OF CORRECTION
Employment Release Agreement**

- 43. _____ Family and personal acquaintances will not visit me or attempt to deliver any item at my place of employment. I will notify the EC or designee if relatives or personal acquaintances work at a prospective work site before I apply. Additionally, I will notify the EC or designee if a family member or personal acquaintance applies to work where I am employed.
- 44. _____ I agree not to purchase, consume, or have in my possession any alcoholic beverages; any tobacco or tobacco products, electronic cigarettes, vapes, smokeless tobacco products, as well as any components or parts/equipment of such products; or any controlled substances in any form unless prescribed to me by a physician.
- 45. _____ If I have contact with any law enforcement agency, I will immediately notify the facility staff on duty and then notify the EC or designee in writing.
- 46. _____ I will not have inappropriate physical or personal contact of any nature with co-workers, employers, or any other individuals.
- 47. _____ If I belong to a union, I understand that I have no right to arbitration.
- 48. _____ If I become employed in a sales position that requires obtaining a credit or loan application from a customer, I will not participate with handling a completed application. I understand that my employer will handle all credit or loan applications and processes for customers.

Acknowledgement

I have read, or have had read to me, this agreement in its entirety, and I fully understand and agree to follow the conditions. I understand that if I violate any part(s) of this agreement, I may be removed from this program and subject to appropriate disciplinary action. Nothing in this agreement creates any right or benefit to me. I understand my placement in any facility is at the sole discretion of IDOC personnel.

Dated this _____ day of _____, 20____, in _____, Idaho

Signature: _____

Subscribed and sworn to before me, a notary public for the State of Idaho on this _____ day of _____, 20____.

Notary public: _____

Residing at: _____

My commission expires: _____