

**Codington County Detention Center
WORK RELEASE CONTRACT**

1. All work release hours will be approved by the Chief Jailer or by the Work Release Coordinator. You will be allowed only one full time job.
2. While at work you are to be supervised at all times.
3. You are not allowed to be supervised by any relative including by marriage, boyfriend/girlfriend, friend, or roommate.
4. If you are self-employed you must have been in operation for a minimum of 6 consecutive months prior to serving jail time. You must bring copies of the last 2 years filed income tax returns and your SD Excise Tax ID #. If you are a contractor or sub-contract employee, you must provide your SD Excise Tax ID #.
5. You will be allowed to work within a 40 mile radius of Watertown. Anything over the 40 miles to the max of 60 miles will need to be verified with the local county sheriff's department of the work site. That department must agree to do daily site checks on you.
6. If your job requires you to serve alcohol, you will be required to get a court order stating that you are allowed to serve alcohol while being housed at the Detention Center.
7. You will not use alcoholic beverages and/or drugs of any kind, unless prescribed by a doctor (prescription drugs will be checked and approved by the jail staff).
8. You will not enter any bar or liquor store for any reason while on work release, unless currently employed there.
9. You are not authorized to be at any other place, other than the work site or approved site(s) without special permission by jail staff.
10. You will be allowed out of the Detention Center only during your regularly scheduled work hours. Work Release inmates are allowed to work only 40 hours per week.
11. If you are on both school and work release programs, the maximum hours of being outside the Detention Center is still limited to 40 hours per week. (Travel time is not included).
12. You will furnish you own transportation to and from the job site. You will be required to furnish the name, address and vehicle description of anyone transporting you to and from work.
13. If you are driving to your job site you must provide a valid Driver's License and proof of insurance.
14. You will be allowed enough travel time to get to your job site before your shift begins. However, Detention Center security concerns will take precedence over your being released for work. You will not attempt to leave early for work.
15. You will take the most direct route to and from work and make no unapproved stops. You will not loiter at work after checking out. You will come back by the most direct route and check into the Detention Center. Time cards will be checked and failure to abide by the above will result in termination of work release.
16. If you are discharged early from work for any reason, you will return immediately to the Detention Center.
17. You will conduct yourself as a law abiding citizen. You are also subject to a loss of work release if you are found to be in any violation of any Detention Center rules. Violations may result in loss of work release and/or a change of housing status.
18. You are expected to keep your personal living areas clean. Failure to complete your assigned duties can result in the loss of work release and/or a change of housing status.
19. You are subject to a breath test at any time upon your return to the Detention Center. You are also subject to a urine test or a blood test if the jailer on duty deems necessary. Work release inmates refusing any test of their breath, blood or urine may be denied further work release. If the results of any test indicate that the inmate has been using any alcohol or prohibited drugs, the work release privilege will be immediately revoked. The results of any positive chemical test will be turned over to the court services office for further action.
20. You will not engage in any sexual activity while on the work release program.
21. You will not possess any type of weapon.

22. You are responsible for your own medical and dental expenses. Time will be allowed for medical and dental appointments. The jailer on duty is to be notified of any appointments at least three working days prior to the appointment.
23. You will reimburse Codington County, South Dakota, for work release in the amount of \$_____ per day to be paid each payday or work release will be terminated.
24. You will pay you work release fee on a regular basis. Failure to keep your work release payment up to date will result in the suspension of your work release.
25. You will not voluntarily terminate or transfer employment without the prior consent of the Work Release Coordinator or the Chief Jailer.
26. You will be served a meal at the Detention Center if you return from work less than 30 minutes after the meal is served. (Breakfast 5:00am, Lunch 11:00am, Supper 5:00pm)
27. You will not be eligible for the work release program if so ordered by the Sheriff of Codington County.

22-11A-1. Definition of terms. The term, prisoner, as used in this chapter, includes every person who is in custody by being under arrest or by being under process of law issued from a court of competent jurisdiction, whether civil or criminal. A prisoner at the time of escape need not be in a place designated for the keeping of prisoners.

The term, escape, as used in this chapter, means the departure without lawful authority or the failure to return to custody following an assignment or temporary leave granted for a specific purpose or limited period.

24-11-47. Possession of alcoholic beverages, controlled substances, marijuana, or weapons as felony. No alcoholic beverages, controlled substances as defined by chapter 34-20B, marijuana, or weapons as defined in subdivision 22-1-2(10), may be possessed by any inmate of a jail. No prescription drugs may be possessed by any inmate of a jail except by order of a physician, physician assistant, or nurse practitioner, as defined in chapters 36-4, 36-4A, and 36-9A, respectively and such an order shall be in writing and for a definite period. For purposes of this section, prescription drugs include nonprescription medication items that have not been authorized by the sheriff and which are not available to inmates except through authorized jail personnel or the inmate commissary system. A violation of this section constitutes a felony pursuant to the following schedule:

- (1) Possession of alcoholic beverages or marijuana is a Class 6 felony;
- (2) Possession of prescription or nonprescription drugs or controlled substances is a Class 4 felony;
- (3) Possession of a weapon as defined in subdivision 22-1-2(10) is a Class 2 felony.

24-11-47.1. Possession of electronic communications devices, tobacco products, or other unauthorized items as misdemeanor. No cellular telephone, electronic communications device, tobacco product, or any other item not provided by or authorized by the operator of the jail facility may be possessed by an inmate of a jail. No item provided by or authorized by the operator of the jail facility may be possessed by an inmate of a jail if the item has been altered to accommodate a use other than the originally intended use of the item. A violation of this section constitutes a Class 1 misdemeanor.

I ACKNOWLEDGE THAT THE WORK RELEASE PROGRAM IS A PRIVILEGE AND THAT IT CAN BE RESCINDED AT ANY TIME IT IS IN EFFECT. FURTHERMORE, I ACKNOWLEDGE THAT IF I FAIL TO RETURN IMMEDIATELY TO THE CODINGTON COUNTY DETENTION CENTER UPON MY RELEASE FROM WORK (UNLESS PREVIOUSLY APPROVED BY DETENTION CENTER STAFF) IT MAY CONSTITUTE A CHARGE OF ESCAPE, A CLASS FOUR FELONY.

I HAVE READ AND/OR HAVE HAD THE ABOVE CONDITIONS READ AND EXPLAINED TO ME, AND I UNDERSTAND AND AGREE TO THE ABOVE INFORMATION.

INMATE SIGNATURE: _____
 WITNESS: _____

DATE: _____

WORK RELEASE WAIVER OF LIABILITY

I, _____, for and in consideration of being granted permission by the County of Codington, and the Codington County Sheriff's Department to be released from the custody for work purposes to a job not covered by Worker's Compensation Insurance, do hereby waive any claim against County and Department, and release the same from liability for any injury resulting from negligence or any other cause on my part or any other source, and agree to hold the County of Codington and the Codington County Sheriff's Department harmless therefrom.

SIGNED _____

DATE _____

WITNESS _____

WORK RELEASE INMATES MUST SUBMIT TO A URINALYSIS TEST

I, _____, agree to submit a Urinalysis Test to determine if I am eligible for the Work Release Program at this time. The test results are immediate and if I pass, I will be able to participate in the Work Release Program at the Codington County Detention Center as soon as possible. If I should fail UA, I will not be allowed work release at this time. I understand that I may be retested one week from the date of the original test. I may be retested every seven days and I am responsible for the \$5.00 cost per test.

SIGNED _____

DATE _____

WITNESS _____

Codington County Detention Center WORK RELEASE INFORMATION FORM

This form is to be filled out completely before your first day of work. Failure to fill out form completely and TRUTHFULLY will be grounds to revoke your work release.

Name: _____

Current Address: _____

Phone Number: _____ Cell: _____

Date of Birth: _____

Driver's License Number: _____ State: _____

Next of Kin (wife, husband, sister, brother, parent, etc.):

Next of Kin's Phone Number: _____

How will you be getting to and from your job site?

Description of vehicle you will be driving/riding in:

License Plate #:

Make:

Model:

Color of Vehicle:

Registered Owner:

License Plate #:

Make:

Model:

Color of Vehicle:

Registered Owner:

It is your responsibility to notify the jailer on duty if your method of transportation changes or you change vehicles during the time of your work release.

Name of employer: _____

Employer Address: _____

Location of Job Site: _____

Employer Phone Number: _____

Name of Job Foreman/ Supervisor: _____