

# *Marshall County Community Corrections*



## *General Rules and Special Conditions*

510 W. Adams St. Suite 260 Plymouth, IN 46563|574-935-8782

[www.co.marshall.in.us](http://www.co.marshall.in.us)

Name \_\_\_\_\_ Date \_\_\_\_\_  
(Print Name)

*Mission: Provide cost effective programs that utilize Evidence Based Practices to generate positive change.*

## Eligibility

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### Statutorily Ineligible

IC 35-38-2.5 and I.C. 35-38-2.6 et seq. including:

IC 35-38-2.5-7; Active fugitive / Felony warrant from another jurisdiction.  
IC 35-38-2.6-1 (b) (2); Violent felony offenses  
IC 35-42-4 or 35-46-1-3; Sex crimes  
IC 9-30-5-4; OWI causing serious bodily injury IC 9-30-5-5; OWI causing death  
IC 35-44.1-3-4 Escape

### Administratively Ineligible

History of violating community-based supervision.  
Executed sentence is greater than four years.  
No residence in Marshall County or surrounding county.  
Courtesy supervision denied by county of residence.  
Not a legal resident of the United States.  
Overriding mental health condition (Current danger to self or others)  
Refusal to cooperate fully with Intake Process

### Prohibited Locations/Residence

Bars and Liquor Stores  
No temporary housing or homeless shelters  
Red Rock Inn  
Economy Inn  
Campgrounds or tents  
Any unapproved stops during travel or approved outings, i.e.: restaurants, including drive-thrus, or other unapproved locations.

The items listed above are not an exhaustive list of ineligible factors, prohibited locations and residences.  
Community Corrections will assist you further during your evaluation process.

**\*All Clients must in their homes by 7:00pm\***

**Clients may be subjected to an initial 15-day lockdown period.**

**At the time of intake, I will pay \$159.00. This includes a \$75.00 Administrative Fee (Evaluation, Intake, Baseline Drug screen) and the first week of electronic monitoring (\$84.00). Day reporters and Pre-Trial need only pay \$117 upon admission and combined electronic & alcohol monitoring must pay \$194.00.**

**Payments are made at:  
Marshall County Clerk's Office  
211 W. Jefferson St.  
Plymouth, IN 46563  
574-936-8922**

**Credit Cards over the phone: 866-480-8552**

**After Hours Medical Emergency number: 574-341-9394**

**Cause# 50D0**

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*Pre-Intake Instructions*

This manual is a comprehensive description of the general rules and special conditions that apply for participation in the Marshall County Community Corrections Program; hereinafter referred to as MCCC.

I am required to:

- 1) Read this entire manual prior to intake.
- 2) Have the members of my immediate household read this entire manual.
- 3) Have all members of my immediate household sign **PAGES 6 & 9**
- 4) Note any questions I may have on the bottom of this page.
- 5) Provide a copy of my, or the legal renters, rental / lease agreement if requested

Return completed manual by Evaluation Date of: \_\_\_\_\_

By my signature, I, \_\_\_\_\_ (print name), acknowledge that I have received a copy of the Marshall County Community Corrections General Rules and Special Conditions Manual. I acknowledge and understand that I must bring this manual to the above scheduled evaluation appointment. If I fail to bring this manual to my appointment, I may receive six (6) hours of disciplinary community service.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
MCCC Staff

\_\_\_\_\_  
Date

## **WHAT TO EXPECT UPON ENROLLMENT**

- 1) If you do not have a valid Indiana Risk Assessment (IRAS)\* on file on will be completed within the first seven (7) days of your sentence. ( Per MCCC Policy)
- 2) Rules will again be explained and copies provided along with other contact information
- 3) You will be asked to download the CourtFact App to your cellphone. This allows for added communication ability as well as an added convenience.
- 4) The electronic monitoring equipment will be assigned & explained
- 5) Based on the IRAS Case Plans that are created with you, the Case Plan is the guideline we will follow to assist you in addressing those needs identified in the IRAS. These case plans can include anything from Treatment referrals to individualized case meetings with a Case Manager.
- 6) The Indiana Dept. of Correction in accordance with our contract and Evidence Based Practices requires the creation of Case Plans and Risk Assessments
- 7) Baseline Drug Screen

**Section 1**

*Section 1 rules apply to all clients who have been ordered to Marshall County Community Corrections, including but not limited to Home Detention, Community Transition, Day Reporting, Alcohol Monitoring*

- 1) **I understand that any of the following violations shall result in my immediate arrest or discharge:**
  - a) **Possession or use of any weapon or instruments of violence.**
  - b) **Possession of body armor or**
  - c) **Possession of a safe(s) that cannot be unlocked immediately or upon demand.**
  - d) **Threatening, verbally or physically, of any MCCC staff, law enforcement, officers hired by MCCC, or law enforcement officers called to assist MCCC.**
  - e) **Possession of illegal controlled substances or paraphernalia.**
  - f) **Being in a state of intoxication**
  - g) **Failure to appear for a scheduled Court or Disciplinary Hearing.**
  - h) **Arrest on a felony charge or violent offense.**
- 2) I shall not commit a new crime during the period of my sentence at MCCC.
- 3) I shall obtain approval before changing my residence and submit proof of a lease agreement (if applicable).
- 4) I shall not have more than two (2) non-relative visitors in my residence at any time.
- 5) I shall pay all MCCC fees.
- 6) I shall allow any authorized officials of MCCC or their designees to visit my residence or place of employment to make reasonable inquiries into my activities.
- 7) I shall allow any authorized officials of MCCC or their designees to search my person or property and seize any illegal or unauthorized property.
- 8) I shall confine all animals at my residence during MCCC home visits.
- 9) I shall not possess or use alcoholic beverages.
- 10) I shall not visit or be employed in places where alcoholic beverages are used, sold or dispensed.
- 11) I shall not possess or use Controlled Substances as defined in Indiana Code 35-48-4. Prescription drugs that are not issued in my name shall be considered Controlled Substances. If Controlled Substances are found in my residence or on my person, they shall be confiscated and I may be charged with a new offense.
- 12) I shall take my prescription medication(s) as prescribed.
- 13) I shall submit, within a reasonable amount of time, any urine, saliva or other samples, with or without probable cause, by any MCCC staff, any law enforcement, officers hired by MCCC, or law enforcement officers called to assist MCCC. Urine Samples that test as dilute shall be considered the same as a test that is positive for controlled/illegal substances.
- 14) I shall submit to a search of my person, upon demand, with or without probable cause, by any MCCC staff, any law enforcement officer, officers hired by MCCC, or law enforcement officers called to assist MCCC.
- 15) I shall not leave the County of Marshall or the State of Indiana without prior written consent from the sentencing Court or MCCC.
- 16) I shall obtain, if unemployed, full-time employment within 30 days, of either intake or loss of employment and abide by all requirements of the employment conditions. Once employed, I shall maintain full-time employment.
- 17) I shall not drive a motor vehicle unless I have a valid driver's license and insurance. If my license has been suspended, I must show proof of reinstatement and proof of insurance prior to resuming driving privileges.
- 18) I shall notify MCCC immediately if I have contact with or if arrested by any law enforcement agency.
- 19) I shall not knowingly provide any law enforcement officer or staff member with false or misleading information.
- 20) I shall not be allowed to reside with or have contact with the victim(s) or co-defendant(s) from incidents in my criminal history or current offense unless Marshall County Community Corrections staff grant specific permission.
- 21) I shall regularly attend and complete any of the MCCC EBP programs and treatment referrals determined appropriate based on my Risk Assessment and Case Plan or ordered by the Court.
- 22) I shall follow dress code policies at all times, especially for court appearances or when attending job search activities.
- 23) I shall sign and abide by any required special addendum.
- 24) I shall obey any and all rules, policies, special conditions, and directions of MCCC program and staff.
- 25) I may be required to receive a more enhanced level of supervision to include GPS monitoring. If GPS monitoring is imposed, I shall abide by the Electronic Monitoring rules listed on the following pages.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
MCCC Staff

\_\_\_\_\_  
Date

**Section 2**

*In addition to Section 1 Rules, Section 2 Rules apply to all clients that are supervised electronically*

- 26) I understand that any of the following violations shall result in my immediate arrest or discharge.
- Escape from electronic monitoring shall result in the filing of new felony Escape charges. See IC 35-44-1-3-4(a)
  - Violations of travel time and / or whereabouts unknown may result in the filing of a new criminal charge of Failure to Return to Lawful Detention a Level 6 Felony or Unauthorized Absence from Home Detention, a Class A Misdemeanor. See IC 35-38-2.5-13.
  - Tampering with, attempting to fix, or removing my electronic monitoring equipment.
  - Failure to answer the door or telephone at my residence within a reasonable amount of time.
- 27) I shall be confined in my home at all times except when I am:
- 1.) Working at employment approved by the Court or MCCC, or traveling to or from approved employment under scheduled time constraints.
  - 2.) Unemployed and seeking employment after permission is granted either by the Court or by MCCC.
  - 3.) Undergoing medical, psychiatric, mental health treatment, counseling or other treatment programs approved by the Court or MCCC.
  - 4.) Attending an educational institution or program approved by the Court or Marshall County Community Corrections.
  - 5.) Attending other activities or programs approved by the Court or MCCC.
- 28) I shall abide by an approved schedule, which shall be submitted to MCCC by 3:00 p.m. on each Friday for the following week.
- 29) I shall abide by the MCCC Pass Policy.
- 30) I shall maintain a working cellular telephone or telephone service in my residence at all times. I shall not have a voice over internet telephone service on my Electronic Monitoring telephone line and shall have no special features.
- 31) I shall report immediately to the appropriate staff member any change in my:
- Daily schedule.
  - Residence status, living arrangements, any new or additional residents.
  - Telephone number or status of my telephone service.
  - Employment status.
  - Counseling or other appointments.
- 32) I shall abide by all electronic monitoring rules and special conditions.
- 33) I shall not possess, use, or install security cameras at my residence.
- 34) I am not allowed to visit inmates at Correctional Facilities/County Jails.
- 35) I shall not bring children to appointments.

**I understand that any violation may result in the balance of my sentence may be served in a Correctional Facility.**

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
MCCC Staff

\_\_\_\_\_  
Date

*Resident Roster*

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Client: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

- 1) All persons who live in this residence shall be listed below.
- 2) All persons over the age of 18 shall sign the Consent for Search and Seizure form, and read and agree to abide by the General Rules and Special Conditions.
- 3) I understand that I shall notify MCCC immediately of persons who request to move into the above residence after completion of this roster. A new Resident Roster and Search & Seizure form must be completed and approved PRIOR to his / her moving in. Failure to comply will result in a violation and may result in my return to jail.
- 4) **No more than two (2) non-relatives shall visit my residence at any one time. Visitors shall be required to present identification upon field officers request.**

Name (Please Print)	Date of Birth	Age	Relationship to Client

*Consent for Search and Seizure*

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**I acknowledge that as a condition of placement on any Marshall County Community Corrections Level of Supervision, I will be subject to and authorize random warrantless searches and seizures of my residence, vehicle(s) and person. Said searches may be done without probable cause and without reasonable suspicion. I agree to submit to such searches and seizures to verify my compliance with all conditions of supervision and understand that my refusal to do so may make me ineligible for placement with Marshall County Community Corrections and/or may subject me to termination from the program.**

- 1.) Having had the opportunity to consult with legal counsel and after said consultation and being advised of my rights, I do hereby waive my rights and consent to the random warrantless search without probable cause or reasonable suspicion of my entire residence and personal property. This includes outbuildings, containers or vehicle(s) and my person, by representatives of Marshall County Community Corrections, K9 and/or by any law enforcement agency/officer requested to render assistance to Marshall County Community Corrections in such search and related seizures, at any time during my program placement.
- 2.) I hereby consent to the seizure of any and all property considered contraband by Marshall County Community Corrections, including, but not limited to, alcohol, illegal drugs and weapons, evidence of a crime or any evidence of a violation of Marshall County Community Corrections rules or special conditions of supervision that may be found on such search.
- 3.) I agree to allow the Marshall County Community Corrections staff, K9 and/or any law enforcement agency/officer working with or for Marshall County Community Corrections, to enter my residence and personal property. This includes outbuildings, containers and/or vehicle(s) at any time, without prior notice, and without probable cause or reasonable suspicion to make inquiry into my well-being, activities, and that of others in the home to ensure my compliance with all rules of supervision.
- 4.) I understand that it is my sole obligation to ensure that all adults sharing my residence, whether before or after I sign the General Rules and Special Conditions of supervision with Marshall County Community Corrections, understand and agree in writing to the General Rules and Special Conditions and this Consent for Search and Seizure.
- 5.) I understand that as a parent, guardian or custodian of a minor child under the age of eighteen (18), who resides with me or intermittently stays with me at my residence, I am consenting on their behalf to all the conditions and procedures contained in sections 1, 2, and 3 above.
- 6.) As an undersigned adult over the age of eighteen (18) years old and sharing the residence of an offender under the supervision of Marshall County Community Corrections, I understand and agree to follow the rules and conditions for Consent for Search and Seizure as described in sections 1, 2, 3, 4, and 5 above.
- 7.) I understand and agree that if the members of my residence or I fail to comply with this condition of supervision that I will be in violation of the rules of supervision and I may be returned to jail and may be terminated from the program.

**My Signature below acknowledges that I have read the Consent for Search and Seizure and I am waiving my 4<sup>th</sup> Amendment Rights during my period of Community Corrections supervision**

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
MCCC

\_\_\_\_\_  
Date

### *Weapons Policy*

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- 1.) I understand if any gun, handgun or long gun, loaded or unloaded, ammunition or other weapons or instruments of violence is found in or near my residence or vehicle, or on or near my body, I shall be taken into custody and the items(s) shall be confiscated.
- 2.) I understand that all members of my residence, visitors and myself shall not possess any form of body armor or possess any safe(s) that cannot be unlocked immediately or on demand.
- 3.) I, the offender, understand that it is my sole responsibility to ensure that all adults who share or visit this residence are informed of this policy.
- 4.) The members of my residence shall not use, purchase, or possess weapons or instruments of violence while in my residence or on the property of which my residence is located during my MCCC sentence.

### *Controlled and Intoxicating Substances / Alcohol Policy*

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- 1.) I shall not possess and / or use controlled substances, as defined in IC: 35-48. If controlled substances are found in my residence or on my person they shall be confiscated. Prescription drugs that are not issued in my name will be considered a controlled substance.
- 2.) I shall not possess and / or use intoxicating substances that cause a condition of intoxication, euphoria, excitement, exhilaration, or dulling of the senses. If intoxicating substances are found in my residence or on my person, they shall be confiscated.
- 3.) I shall not possess syringes or anything considered paraphernalia to include E-cigarettes or vaping devices.
- 4.) I shall take prescription medication(s) as prescribed.
- 5.) I shall not possess and or use alcoholic beverages and / or visit or be employed in places where they are used, sold or dispensed. If alcohol is found in my residence, it shall be confiscated. I shall not take any over the counter medications that contain alcohol.
- 6.) I shall submit to random urine, saliva or other samples requested and/or search of my person, upon demand, with or without probable cause, by any MCCC staff, law enforcement working for MCCC, or law enforcement assisting MCCC. Inability or refusal to provide a sample within 30 minutes shall be considered a violation. Urine samples that test as dilute shall be considered the same as a test that is positive for controlled/illegal substances.
- 7.) The members of my residence shall not use or possess controlled or intoxicating substances or alcohol as describe in Rules 1, 2 and 3 of the *Consent for Search and Seizure* while in my residence.
- 8.) Failure to comply will result in a violation and may result in my return to jail.



## *Electronic Monitoring*

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As a client of Marshall County Community Corrections (MCCC), I may be monitored electronically and hereby agree to abide by the following conditions:

- 1.) I may have an Electronic Monitoring Device (EMD) installed at my residence and I will be required to wear a Global Positioning System (GPS) “ankle monitor” at all times.
- 2.) I understand that I must have permission to leave my residence and must return by the approved time. If I fail to return to my residence within the approved time frame or leave my residence at any unapproved time, such action will be recorded on the Electronic Monitoring equipment and will constitute a violation.
- 3.) I may be arrested and charged with “Unauthorized Absence from Home Detention” if I visit an unauthorized location or if I am outside of my home zone without permission.
- 4.) I shall have a working telephone/cellular service at all times and I will answer immediately when MCCC calls.
- 5.) I will not move the EMD without prior approval and instructions from MCCC.
- 6.) I understand that the receipt of a “tamper signal” by the monitoring device is enough to constitute a violation.
  
- 7.) I shall receive prior approval from my Case Manager to change my telephone number.
- 8.) I shall notify MCCC IMMEDIATELY if there is an unavoidable condition that causes interruption in my telephone, power service or GPS device.
- 9.) I understand that any electronic monitoring printout or violation may be used as evidence in a Court of Law.
- 10.) I will be IMMEDIATELY discharged and returned to custody if I remove my ankle monitor.
- 11.) I shall not tamper with, attempt to fix, or allow anyone else to tamper with any of the electronic monitoring equipment.
- 12.) I will be charged for equipment to be repaired or replaced and may be prosecuted for Criminal Mischief, if I fail to maintain all the equipment in good condition.
- 13.) I understand that all equipment must be returned to MCCC upon my release. If I fail to return the equipment, I may be charged for the items not returned or charged with Theft.
- 14.) I understand that equipment replacement costs are as follows:
  - a. Alcohol Monitoring equipment: \$1,500.00
  - b. GPS Equipment: \$1,000.00

\*Prices are subject to change or increase.

*Owner / Residents Agreement to Comply*

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I, \_\_\_\_\_, am the legal renter or owner of certain property located in Marshall County, IN, known as \_\_\_\_\_  
(address)

I understand that \_\_\_\_\_ is under the supervision of Marshall County Community Corrections. I understand and agree that I am consenting to a random warrantless search, without probable cause or reasonable suspicion of this entire residence and personal property, including outbuildings, containers and/or vehicle(s), at any time, without prior notice, belonging to the client or other residents, as a condition of the clients sentence to Marshall County Community Corrections. I further understand and agree that as a parent, guardian or custodian of a minor child under the age of 18, who resides with me or intermittently stays with me at my residence, I am consenting on their behalf to all the conditions and procedures contained herein.

By my signature, I also hereby affirm that I have read and understand the General Rules and Special Conditions. I also agree to abide by all stated General Rules and Special Conditions of MCCC including, but not limited to:

- Rules of Conduct
- Resident Roster
- Consent for Search and Seizure
- Weapons Policy
- Controlled & Intoxicating Substances / Alcohol Policy
- Electronic Monitoring

Client Name (Printed)	Client Signature	Date
Resident Name (Printed)	Resident Signature	Date
Resident Name (Printed)	Resident Signature	Date
Resident Name (Printed)	Resident Signature	Date
Resident Name (Printed)	Resident Signature	Date
MCCC Staff Name (Printed)	MCCC Staff Signature	Date

**General Rules Acknowledgment**

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By writing my initials next to each of the following General Rules, I acknowledge that I have read or have had the following General Rules and Special Conditions read to me and I shall abide by the same

- \_\_\_\_\_ Rules of Conduct
- \_\_\_\_\_ Resident Roster
- \_\_\_\_\_ Consent for Search and Seizure
- \_\_\_\_\_ Weapons Policy
- \_\_\_\_\_ Controlled and Intoxicating Substances / Alcohol Policy
- \_\_\_\_\_ Electronic Monitoring
- \_\_\_\_\_ Owner / Residents Agreement to Comply

By my signature, I acknowledge that I understand, agree to, and have received a copy of the General Rules and special Conditions as outlined and initialed above.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
MCCC Staff

\_\_\_\_\_  
Date

***Emergency Reporting Instructions:***

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In the event of an emergency or long-term power outage and you are unable to properly charge your electronic monitoring device, you must do the following *dependent upon environmental situations*.

- 1.) Report to Marshall County Community Corrections, your local County jail lobby or local Police Department lobby to charge the electronic monitoring device and check in.
- 2.) Contact the office by telephone as soon as possible to report your location.

*Weekly Schedule Policy*

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I understand the following consists of all schedules. i.e. work, class, treatment, programming, shopping, etc.:

- 1) Schedules are to be approved by 3:00 p.m. on Friday for the following week.
- 2) Schedules must be specific, they must include the start time, end time, and whether it is a.m. or p.m.
- 3) All treatment/programming must be at a location approved by my case manager
- 5) If I do not have an approved schedule I will remain "HOME" for that day.
- 7) I will not add travel time. MCCC staff will do this when my schedule is entered.
- 8) If I do not have a schedule turned in, I must call MCCC before leaving my residence.
- 10) MCCC must be able to contact me at all times.

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*Fee Policy*

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- 1) I will pay \$12.00 daily for electronic monitoring.
- 2) I will pay \$12.00 daily for alcohol monitoring
- 3) I will pay \$17.00 daily for a combination of electronic & alcohol monitoring
- 4) I will pay \$6.00 daily for day reporting
- 5) I will pay \$6.00 daily for court ordered pre-trial release
- 6) I will pay \$20.00 per drug test (positive or negative)-Additional cost may be incurred for Lab Testing
- 7) I will pay \$50.00 for the Moral Reconciliation Therapy (MRT) book. (If required)
- 8) **At the time of intake, I will pay \$159.00. This includes a \$75.00 Administrative Fee (Evaluation, Intake, Baseline Drug screen) and the first week of electronic monitoring (\$84.00). Day reporters and Pre-Trial need only pay \$117 upon admission and combined electronic & alcohol monitoring must pay \$194.00.**

\*Prices are subject to change or increase with approval from the Marshall County Community Corrections Advisory Board.

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*Fee Policy Agreement*

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As a client with Marshall County Community Corrections, I understand that:

- I shall abide by the written fee policy.
- I shall pay for all (both negative and positive) drug screens pursuant to the Fee Policy.
- I shall pay fees weekly and keep fees current, which means a \$0.00 balance.
- I shall pay for fees in the form of money order, cashier's check, or credit card.
- I shall forfeit all fees paid in the event that I am unsuccessfully discharged from the program.
- All fees paid are NON-REFUNDABLE.
- Failure to pay fees pursuant to this agreement may result in disciplinary action to include but limited to:
  - a) Voluntary wage garnishment
  - b) Lien placed on Tax Returns
  - c) Incarceration in the County Jail/Program Termination

I have read the above policy and understand the consequences of paying the Home Detention fee(s).

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

## *Employment Policy*

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### **I understand I am required to:**

- 1.) Obtain full-time employment (36 hours / week or more) within 30 days of intake.
- 2.) Complete an Employer Cooperation Agreement form and forward to my Case Manager for approval **prior to starting** employment.
- 3.) Obtain approval from my Case Manager prior to starting employment or changing employers.
- 4.) Work in Marshall County unless I have permission to work outside Marshall County.
- 5.) Cooperate with MCCC staff visiting my employment when necessary.
- 6.) Report to my Case Manager immediately any lay off or termination from my employment.
- 7.) Provide an after-hours telephone number where my supervisor or I can be reached after the main office is closed. I must also provide my exact work location if I work at a business with numerous buildings on its property.

### **I understand that while I am on home detention certain types of employment may be prohibited at the discretion of the Director of Operations.**

Business with no time clock or payroll check  
Temporary Services (day-to-day placement)  
Door-to-Door Sales  
Pawn Shop  
Street Peddler  
Car Washes (self-operated)  
Taverns / Lounges

## *Employment Search Policy*

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Employment searches may be scheduled Monday-Friday from 8:00a-12:00p or 12:00p-4:00p. Exceptions to this policy are at the discretion of your case manager. Verification consisting of company name and contact information must be on hand for each employment search stop should your case manager ask.

## ***Employer Cooperation Agreement***

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The decision to employ the below named individual, a client supervised in the community by Marshall County Community Corrections (MCCC), is a significant and positive step toward reducing crime in the future. MCCC would appreciate the opportunity to enter into an agreement with you as the employer. MCCC has outlined below the terms that the employee is required to follow in regards to employment, what MCCC will request of you as the employer and what you as the employer can expect from MCCC in support of this agreement. The items outlined below will be enforced while the employee is under MCCC supervision and employed at the organization listed below.

### **Employee Terms**

As a client under MCCC supervision, your employee is expected to account for his or her location and activities according to a pre-determined daily schedule. Your employee, as an MCCC client, is also expected, to comply with your organization's policies. In support of these expectations, MCCC has instructed your employee to conduct his or her behavior in the following manner:

- 1.) Report to your Case Manager (CM) a schedule by 3:00 pm each Friday for the following week, that provides the start and end time for each day.
- 2.) Report to work as scheduled and on time.
- 3.) Leave a message on your CM's voicemail regarding unscheduled overtime hours. **YOU DO NOT NEED PRIOR APPROVAL FOR OVERTIME.**
- 4.) Call prior to leaving the residence if called into work and it is not on the weekly schedule. Give the start and end time. You may leave this information on your CM's voicemail if they are not immediately available.
- 5.) Sign a release of information between MCCC and the employer listed to discuss supervision including, but not limited to, the items outlined in this document along with attendance, attitude & conduct, and drug test results.

### **MCCC Agreement Terms**

- 1.) During instances in which MCCC enforcement officers visit the workplace to verify the employee's attendance, officers shall use reasonable and discrete methods to avoid disrupting the work place.
- 2.) MCCC CM's will serve as a designated point of contact and be available to employers as a resource for questions, comments, and/or concerns
- 3.) In any correspondence with other employees at your work place, MCCC staff members shall be courteous and respectful. MCCC shall address / investigate any complaints about staff members who interact inappropriately during correspondence within this agreement.
- 4.) MCCC shall provide, upon the employer's request and pursuant to a valid release of information, signed by the employee, drug and alcohol testing results for the purpose of ensuring safety at the work place. MCCC may also request reciprocal notification of drug and alcohol testing results upon the signature of a properly executed release of information form signed by the employee.
- 5.) MCCC shall provide the employer with written verification, upon request, of attendance any time the employed offender is required to appear at MCCC during the period of a scheduled work shift or in the event that the offender is confined and unable to report for work.

### **Employer Terms**

- 1.) Provide specified work performance information upon request.
- 2.) Notify MCCC of absences, tardiness, and/or disciplinary issues immediately following the event.
- 3.) Permit MCCC officers access to the employee's worksite or work station as necessary.
- 4.) Employees are instructed to be confined to the employer's property during the employee's work shift including during break periods, lunch periods, and errands unless the employee has been given permission to leave the workplace by MCCC or the Courts.
- 5.) Permit MCCC to contact the organization by telephone in order to verify the supervised employee's arrival or departure times or to discuss any other concerns regarding the employee.

**Employer/Employee Acknowledgements**

**To be completed by employer:**

I, \_\_\_\_\_, understand that, \_\_\_\_\_, is currently supervised by Marshall County Community Corrections and that he/she must comply with the rules and regulations set forth above in the *Employer Cooperation Agreement*.

Company Name:	
Company Address:	
Name:	Signature:
Position/Title	Telephone #:
Date:	

**To be completed by employee:**

I, \_\_\_\_\_ (Please Print), a client of Marshall County Community Corrections and employee of the above named company/organization agree to permit my employer to share any and all employment related information with Marshall County Community Corrections. I also agree to allow Marshall County Community Corrections to share any and all current cause related information with the above named employer. This permission shall remain in effect until the end of my supervision by Marshall County Community Corrections or the end of my employment, whichever occurs first. I further agree to follow the rules as outlined in this document, the rules of Marshall County Community Corrections, and the policies and rules set forth by the employer.

Name:	Signature	Date:
-------	-----------	-------

Marshall County Community Corrections  
574-935-8782/574-936-1831 (fax)

**I understand in order to be considered for a pass I shall:**

- 1.) **Have my fees paid up to date.**
- 2.) **Be violation free for 30 days.**
- 3.) **Not request a pass for anything before 7:00am or after 8:00pm.**

If granted a pass:

- 1.) I shall only be approved one pass a week other than church attendance, job interviews, shopping and regularly scheduled appointments. I am responsible for prioritizing my pass needs.
- 2.) Any deviation from an approved pass may be considered a violation and “lockdown” status may take effect.

**Guidelines for Requesting a Pass:**

- 1.) Passes for grocery shopping, personal shopping and lawn shall be once a week. They will be for approved locations only. All shopping must be done in your county of residence and should be located closest to your residence.
- 2.) Passes for **laundry** shall be approved on an as needed basis. Permission must still be required even if your apartment complex has an in-house laundry facility.
- 3.) Pass Requests for **haircuts** shall be approved on a case-by-case basis.
- 4.) Any exceptions to these rules shall be reviewed on a case-by-case basis depending upon the individual circumstances.

**Special Circumstances:**

- 1.) Funeral passes shall only be approved for immediate family members on a case-by-case basis.
- 2.) Passes to visit family members in the hospital shall only be approved on a case-by-case basis with time adjusted according to need.

**Locations typically approved:**

- 1.) The following is a list of locations and situations that under normal circumstances would be considered for approval. The list includes but is not limited to:
  - Bureau of Motor Vehicles
  - Interviews
  - Doctors / Dentist (including appointments for children less than 18 years of age and OB-GYN appointments for partners.)
  - Parent Teacher Conferences / Appointments at Children’s School
  - Department of Family and Children Services
  - Township Trustee’s Office
  - Food Pantries in Marshall County

**\*No passes will extend past 7:00pm\***



**Drug and Alcohol Use**

I shall not enter MCCC under the influence or in possession of drugs and/or alcohol. I shall be subject to random breathalyzer tests and/or urine analysis. If found to be under the influence or possession of alcohol, illegal drugs or paraphernalia I will be terminated from the program and taken into custody.

**Search and Seizure/Contraband/Electronic Devices**

I shall be subject to random search and seizure of my person and property. I shall not possess or bring weapons, drugs, or paraphernalia into MCCC. I shall not possess, use, or bring any wireless or portable electronic devices, of any kind, in to the MCCC building unless authorized by MCCC staff to do so. I understand that if found, these items shall be confiscated and I shall be taken into custody and terminated from the program.

**Behavior Expectations**

- 1.) I shall maintain good behavior at all times while at MCCC or while participating in programming while at MCCC. I understand that any physical and/or verbal abuse toward any staff member shall not be tolerated and may be cause for my immediate termination.
- 2.) I shall spend all classroom breaks in the designated areas only. The facilitator(s) shall notify me of prohibited areas.
- 3.) I shall not tamper with and/or misuse any computer.
- 4.) I shall abide by all other MCCC rules and regulations while participating in programs that are meeting at locations(s) outside of the Marshall County Community Corrections building.
- 5.) I shall pay for all programs to which I am referred. I shall pay all session fees, if applicable, prior to class and all monies paid are non-refundable. I may pay ahead, however if I am terminated from treatment I shall not receive a refund unless I have a valid reason and can provide proof.
- 6.) I shall complete all assigned homework for each respective class prior to arrival.
- 7.) I shall actively participate in class. Much of the material includes group work, role-plays, and interactions with other students. My participation and demonstration of the material knowledge will determine whether I shall pass or fail the class.
- 8.) Upon the discretion of the facilitator, I shall be suspended from class without credit if I am not conducting myself in a respectful manner towards other classmates or the facilitator(s). The same consequences apply to behavior disrupting the learning of other students. Depending upon the degree of the offense during class, I may also be terminated from the program and referred back to court or referring agency.

**Attendance Expectations**

- 1.) I shall arrive at MCCC prior to the start time of my scheduled class. I must contact my facilitator, security or communications prior to the start of class if I am going to be late and receive permission for admittance. If I arrive late without permission, I shall be sent home without credit and this shall be counted as an unexcused absence.
- 2.) I understand I may only miss two sessions. I must contact MCCC to explain every absence. I must have permission to miss any substance abuse session. Absences that are beyond these limits may result in termination. I may not miss two (2) consecutive classes without notification and permission to be excused.
- 3.) I understand that failure to follow any of the above rules could result in my arrest and/or termination form the Marshall County Community Corrections Program.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
MCCC Staff

\_\_\_\_\_  
Date