 <p style="text-align: center;">KENTUCKY CORRECTIONS Policies and Procedures</p>	Policy Number	Total Pages
	19.1	6
	Date Filed	Effective Date
	October 12, 2012	February 1, 2013
References/Authority KRS 58.010, 171.391 – 171.393, 196.035, 197.020, 197.070 Ky. Const. §§ 253, 254 ACA 4-4451, 4-4452, 2-CO-5A-01	Subject GOVERNMENTAL SERVICES PROGRAM	

I. DEFINITIONS

“Governmental agencies” is defined in KRS 58.010(3).

“Governmental Services Programs” (GSP) means a program which provides Governmental Agencies with a supplemental work force of approved inmates.

“Rock Fence Preservation Program” means a council dedicated to the preservation of historic dry laid rock fences and historic mortared rock fences; and to provide training in skills essential to their maintenance.

“Routine detail” means a GSP detail that has an established work schedule.

“Special Detail” means any non-routine work detail needed and requested for a specific purpose or function. A Special Detail may also mean additional inmates added to a routine detail for a specific and time limited project.

II. POLICY and PROCEDURES

Corrections shall provide an inmate with an On-The-Job Training Program through governmental agencies, including the Rock Fence Preservation Program, to provide a supplemental work force for governmental agencies and to establish operational and security procedures to ensure the integrity of the GSP for all concerned. The program shall provide the inmate with the opportunity to learn job skills and obtain real world work experience. An inmate assigned to the program shall work a schedule that approximates the workday in the community.

A. Establishing a GSP work location.

1. A governmental agency shall place a request if it seeks inmate workers.
2. The Warden or his designee shall evaluate the request. The criteria for approval shall include an on-site inspection, public safety, security of the

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inmate, availability of other work force, benefit to the public, and other relevant factors.

3. If the request is approved, the Warden and requesting agency representative shall prepare a Memorandum of Agreement.
4. The Memorandum of Agreement, (Attachment F) shall be completed by both parties and forwarded to the Commissioner of Corrections or his designee for final approval.

B. Inmates eligible to participate in GSP

1. Inmates shall have a minimum or community custody level of classification.
2. Inmates shall not have any current loss of statutory good time.
3. Inmates shall not have any felony detainers.
4. Inmates with an extensive history of substance or alcohol abuse or violent behavior shall be closely screened by the Classification and Treatment Officer. Inmates considered a safety or security risk shall not be assigned to work in the community.

C. GSP Supervisors

1. All requesting agency employees who supervise inmates shall be twenty-one (21) years of age or older and complete GSP Supervisor Training.
2. GSP Supervisor Training shall be conducted by personnel of the institution providing the inmate labor.
3. The training requirements shall be met prior to the actual supervision of inmates.
4. The GSP Supervisor Training shall allow sufficient time for the presentation and discussion of the training material and evaluation by the participants.
5. Upon completion of training, the GSP Supervisor shall read, complete and sign the GSP Work Supervisor Agreement. The GSP Supervisor shall be photographed and a photo identification card shall be made following the initial training.

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6. Ex-felons shall not supervise GSP details without prior written approval of the Warden or his designee.

D. Cost

1. Governmental agencies shall pay Corrections the current mileage reimbursement rate as established by the Finance and Administration Cabinet and the officer's salary in relation to the time spent on the delivery and pick-up of the inmate detail.
2. Governmental agencies shall pay Corrections a per diem per inmate as determined annually by the Office of the Deputy Commissioner of Adult Institutions.
3. The cost shall be in addition to inmate labor costs.
4. The cost shall be used to defer administrative and operational costs of Corrections.

E. Transportation

1. The governmental agency may provide transportation upon approval of the Warden or his designee.
2. Inmates may only be transported in state vehicles. The state vehicles shall be properly equipped, including seatbelts. All passengers shall be required to use seatbelts.

F. Inmate Supervision

1. GSP inmates shall be randomly monitored at their work locations by Corrections staff. The monitor shall document the date, time, and pertinent details of the monitoring.
2. GSP inmates shall read, sign, and abide by the GSP Code of Conduct, (Attachment C-1).
3. GSP inmates shall abide by Corrections Policies and Procedures, institutional policies and procedures and the laws of the Commonwealth of Kentucky.
4. GSP inmates shall be subject to on site breathalyzer or urinalysis tests. These random tests shall be conducted out of public view.

G. Counts

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1. GSP Supervisors shall conduct at a minimum, hourly counts of the inmates assigned. GSP details working after 4:00 p.m., weekends and holidays shall be counted each hour and that count shall be called in to the institution by the GSP Supervisor.
2. GSP detail counts shall check the location of inmates for the protection of all parties.
3. If a GSP Supervisor is unable to locate an inmate or the count is not correct, the institution shall be notified immediately of a possible escape by the Supervisor or correctional staff.
4. Institutional staff shall conduct unannounced counts and report that count to the institution.

H. Special Details

1. GSP inmate details needed to work on special occasions shall be arranged through the Warden or his designee. Special Details shall be in addition to the regularly scheduled work assignments of the GSP.
2. Special Detail inmates may be assigned to a routine detail if additional manpower is required for a specific and time limited project.
3. Requests for Special Details shall be submitted in writing to the Warden no later than seven (7) days before the event or project, except for emergency situations which may be approved by the Warden on an individual basis. Requests shall be documented on a Request for Special Detail form, (Attachment D). See Attachment E for the instructions. The GSP Detail Supervisor shall provide the forms upon request.
4. Request for Special Detail forms shall be forwarded to the institution.
5. If unusual circumstances prohibit pre-arranging a Special Detail, the agency may make an emergency request. Approval of an emergency request may depend on previously scheduled routine and Special Details and the availability of GSP classified inmates.

If approved, the agency shall present a completed Request for Special Detail Form (Lines 1-19), before the release of the inmates.

6. Upon receiving a request for a Special Detail, the Warden or his designee shall evaluate inmate availability, staff availability, security and safety concerns.

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7. The Warden or his designee shall notify the requesting agency of approval or disapproval within forty-eight (48) hours after receiving a request.

I. Identification

1. GSP inmates shall be issued a special color, laminated photo identification card:
2. GSP inmates shall wear the special identification card in visual sight at all times. The identification card shall be clipped to the shirt pocket or collar if there is no pocket.

J. Safety

1. The GSP Supervisor shall:
 - a. Be knowledgeable of safety hazards in the work area;
 - b. Inform the inmate of any job related hazards his first day on the job, verbally and in writing;
 - c. Have the inmate sign an acknowledgement of his receipt of the information on job related hazards, if applicable;
 - d. Instruct and supervise inmates in the proper use of protective clothing and safety equipment to prevent job related injuries; and
 - e. Not permit an inmate who refuses to use protective gear to work and shall verbally notify the institution immediately, followed by a written report. The per diem, or a pro rata portion, for inmates refusing to use protective gear shall not be paid.
2. Hazard documentation shall be on file at the job site.
3. Institutional staff shall monitor GSP safety compliance while conducting routine site-checks.
4. The institutional safety officer shall also monitor GSP site safety compliance and document the date, time and any pertinent details noted during the monitoring.
5. Accidents shall be reported to the institution as soon as possible. An accident report form shall be completed and forwarded to the institution's health authority.

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K. Inmate Pay

The pay rate for inmates working the GSP Detail shall be authorized by the Deputy Commissioner of Adult Institutions or his designee in accordance with CPP 19.3. However, KRS Chapter 197 shall be complied with to calculate the amount of compensation the inmate is to receive, along with a credit on his sentence, if the inmate is eligible for credits.

L. Removal From Job

1. Any inmate or an entire crew may be immediately removed from the job site in the interest of security or safety.
2. The GSP Supervisor may request that an inmate be removed from the detail. All requests shall be documented and justified in writing by the GSP Supervisor. Documentation shall be given to the Corrections GSP Detail Supervisor as soon as possible, but no later than forty-eight (48) hours after the request for removal of the inmate from the detail.

M. Meals

1. The institution shall provide sack lunches to all GSP inmates.
2. Agencies shall provide refrigeration or some other method of maintaining sack lunches to prevent spoilage.
3. Sack lunches shall be eaten at the job site. Food shall not be returned to the institution.

**GOVERNMENTAL SERVICES PROGRAM
Training Outline (Suggested)**

- I. Welcome and Purpose of Training
- II. Institution Mission and Purpose
- III. Classification of Inmates
- IV. GSP Program
- V. Employee Code of Ethics (CPP 3.1)
- VI. Supervision of Inmates
- VII. Security
- VIII. Safety
- IX. Inmate Code of Conduct
- X. GSP Supervisor signs a Work Supervisor Agreement form
- XI. Make identification photograph of supervisor
- XII. Participants complete evaluation of Training

GSP Work Supervisor Agreement

AS A GOVERNMENTAL SERVICE INMATE WORK SUPERVISOR, I UNDERSTAND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY, SECURITY, SAFETY AND WELL BEING OF THE INMATES UNDER MY SUPERVISION. I AGREE TO COMPLY WITH THE FOLLOWING:

1. I shall abide by all the laws and regulations of the Commonwealth of Kentucky, the Federal Government, and Policies and Procedures set forth by the Department of Corrections.
2. I shall not allow any inmate to make unauthorized contact with friends or the public, either by mail, phone or in person.
3. I shall ensure that all inmates under my supervision remain at their designated work sites, unless specifically authorized by the Warden or designee.
4. I shall not allow any inmate under my supervision to operate any licensed motor vehicle.
5. I shall not borrow or lend money to inmates, nor shall I accept from, or give gifts or favors to them, their families or friends.
6. I shall not allow any inmate to use intoxicants or unprescribed narcotics, drugs or controlled substances and shall notify the institution immediately if I suspect the use of these substances.
7. I shall not take any inmate away from his authorized work station or to any type of store for personal business.
8. I am responsible for notifying the institution immediately if any circumstances arise which may prevent my compliance with the Governmental Service Program regulations. If these circumstances arise, I shall provide a full written report of the incident to the institution.
9. I agree to cooperate fully in any investigation affecting the GSP Operation.
10. If an emergency occurs, (injury of an inmate, possible escape, or unauthorized absence) I understand that I shall notify the institution immediately.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND HAVE RECEIVED A COPY OF THE INMATE HANDBOOK AND AGREE TO COMPLY WITH ALL THE RULES SET FORTH IN THESE DOCUMENTS.

GSP Supervisor's Signature and Title

Date

Agency Name

Witness and Title

GOVERNMENTAL SERVICES PROGRAM DETAIL CODE OF CONDUCT

As a Governmental Services inmate worker, I understand my behavior in the community is to be respectful, courteous and well mannered. I agree to comply with the following:

1. I shall abide by all the laws and regulations of the Commonwealth of Kentucky, the Federal Government, Policies and Procedures of the Department of Corrections and the institution.
2. I understand I shall be subject to searches of my person and my work station, and subject to urinalysis or breathalyzer testing at any time.
3. I shall not use any intoxicants or unprescribed narcotics, drugs or controlled substances.
4. I shall depart and reenter this institution only according to the established time and procedure or as otherwise authorized by the shift supervisor. I understand any unauthorized failure to attend my assignment may terminate my participation in the GSP detail and disciplinary action may be taken against me.
5. I shall use only institutional transportation or governmental agency transportation as approved by the Warden. I understand that riding in the back of an open pickup or vehicle without seats is prohibited. I shall wear a seat belt.
6. While at work, I shall remain within my designated place of assignment, except as approved by the Warden or designee and my work supervisor.
7. I shall not operate any licensed motor vehicle.
8. I shall not possess, borrow or lend any money or any other item to co-workers, employees, or other persons while on GSP detail assignment.
9. I understand I shall have no unauthorized work or social contact with the public or any family member for any reason. I further understand unsolicited comments or suggestive remarks to any person shall be grounds for disciplinary reports.
10. I understand I am not permitted to have visitations from persons I come in contact with through my work assignment.
11. I understand that I shall not use any telephone.
12. I shall not be permitted in, or on, the premises of any type of store. I understand any location other than my assigned detail is unauthorized and may result in disciplinary action.

- 13. I shall follow my supervisor's instructions unless these instructions pose a serious health risk or otherwise violate this code of conduct. If I encounter a problem, I shall talk with the institutional GSP Detail Staff as soon as possible.
- 14. I understand that tools which are required for the job shall be issued to me. Tools shall not be issued for my personal use or gain.
- 15. I shall not be allowed to take out, or bring in, any unauthorized personal or state property.
- 16. Nurse stations in state buildings may be used in emergencies only. If I am treated at the nurse's station, the institution shall be called immediately by my work supervisor.
- 17. I shall be responsible for asking my work supervisor to notify the institution immediately of any circumstances which may prevent my compliance with the GSP detail regulations. Failure to do so may result in my reassignment or removal from the GSP detail.
- 18. I understand I shall not be permitted to wear the following clothing on detail: shorts, jogging pants, jogging suits, recreational suits, sweat pants, shirts without sleeves, T-shirts with offensive or obscene writing or pictures, shower shoes; sandals, wave caps or similar headgear, or any other clothing that may reflect poorly on the institution. I understand I shall wear clean and presentable clothing while on detail and my dress shall be appropriate for work conditions.
- 19. I understand I shall wear my identification card in sight at all times while working on the GSP detail. Identification cards shall be clipped to the shirt pocket or collar. I shall be subject to disciplinary action if I fail to do so.
- 20. I realize I may be subject to special duties, job changes, and any manpower detail without prior notice, as authorized by the institution.
- 21. I realize that if I violate any part of this Code of Conduct, I shall be placed on another job or removed from the Governmental Services Program; shall receive an incident report for the specific rule infraction(s) and possible transfer from this institution.

I HAVE READ OR HAVE HAD READ TO ME AND FULLY UNDERSTAND THIS "CODE OF CONDUCT" AND THE CONSEQUENCES FOR VIOLATION OF THESE RULES. I HAVE RECEIVED A COPY AND I AGREE TO OBEY ALL RULES OF THE GOVERNMENTAL SERVICES PROGRAM DETAIL CODE OF CONDUCT.

 Inmate Signature and Number

 Staff Witness Signature and Title

 Date

REQUEST FOR SPECIAL SERVICE DETAIL
(REQUEST TO BE SUBMITTED TO INSTITUTION 7 DAYS PRIOR TO NEED)
(See attached instructions for completing form.)

Purpose: _____
Reference: _____
Requesting Agency: _____ Today's Date: _____ Time: _____
Agency Representative: _____ Title: _____
Corrections Staff Taking Request: _____ Title: _____
Site: _____

(BE SPECIFIC: BUILDING, ADDRESS, ETC.)

Dates: _____ Time Out: _____ Time Out: _____ Manpower: _____
Special Consideration: (i.e. clothing, skills, physical ability, etc.): _____

Supervision: GSP: _____ Corrections: _____ Both: _____ Meals: _____
Work to be accomplished: _____

Warden or Designee: _____ Date: _____
Agency Notified: Date: _____ Approved: _____ Disapproved: _____

AFTER DETAIL HAS COMPLETED WORK

Comments: (Problems, Concerns, Praise): _____

Detail Supervisor: _____
Agency Representative: _____
Date Detail Completed: _____

- xc: Warden
 Deputy Warden
 CTO II
 Agency
 GSP Supervisor

INSTRUCTIONS FOR COMPLETING REQUEST FOR SPECIAL DETAIL FORM

1. Name of agency requesting a Special Detail.
2. Date Agency prepares request.
3. Time of day request prepared.
4. Name of person who will be liaison with the institution in carrying out project.
5. Title of person named in Item #4.
6. Phone number of agency.
7. Name of Corrections staff who initially receives request form.
8. Title of Corrections staff named in Item #7.
9. Work or Project Site. Be specific. If project will be outdoors or in several locations, explain. Use separate sheet if necessary.
10. Give date(s) inmate detail shall be working. Be specific if more than 1(one) date.
11. State what time the inmate detail will leave the institution. If request is for more than 1 (one) day, state specific "out" time for each day.
12. State what time the inmate detail will return to the institution. If request is for more than 1 (one) day, state specific time "in" for each day.
13. State number of inmates needed to carry out the project.
14. Be specific concerning special considerations: clothing (weather related occasion), skills required, if any, and physical ability (lifting, moving, etc.).
15. Check "GSP" if supervision of the inmate detail will be handled by trained GSP Supervisors.
16. Check "Corrections" if the inmate detail will be supervised by Corrections staff.
17. Check "Both" if supervision will be carried out with both Agency GSP Supervisor and Corrections staff.
18. Number of inmates who will need a sack lunch. Sack lunches shall be provided 7 days a week by the Institution for the lunch meal only. Any other meal resulting from working past normal working hours or out of the city shall be the sole responsibility of the agency.

INSTRUCTIONS FOR COMPLETING REQUEST FOR SPECIAL DETAIL FORM

19. Describe work to be accomplished or project to be completed. Be as specific as possible. Use additional page, if necessary.
20. Signature of Warden or designee.
21. Date of decision for request by Warden or designee.
22. Date agency notified of request decision.
23. Check if request is approved.
24. Check if request is denied. If request is denied, indicate reason(s) on attached.
25. Comments after project or work completed. Specific comments, i.e., problems, concerns and praise will help both parties evaluate for the future.
26. Signature of Institution staff involved in coordinating request.
27. Signature of agency representative named in Item #4.
28. Date Special Detail completed.

Copies with completed form and all attachments are to go to the following:

Warden
Deputy Warden
Captain
CTO, Senior
Agency
GSP Supervisor

Memorandum of Agreement Between Kentucky Department of Corrections

and

This Memorandum of Agreement is made for the purpose of assuring a unified effort between the agencies involved in order that effective job training leading to positive adjustment and rehabilitation may be provided for the criminal offender. It shall provide guidelines to ensure a safe, secure and efficient operation of the Governmental Service Program described in this Memorandum of Agreement.

SECTION I

RESPONSIBILITIES OF AGENCY

The _____ (hereinafter referred to as Agency) shall:

1. Provide standard work experience primarily in the area of _____ for a maximum of _____ inmates from the _____.
2. Process interaccount in a timely manner.
3. Provide a per diem of _____ per day per inmate on the detail.
4. All Transportation _____ shall _____ shall not be provided by Agency.
5. Provide a minimum of six (6) hours work each day.
6. Immediately report all observed violations of policies and procedures to the appropriate staff at _____ (Institution) followed by a written report.
7. Provide on-the-job training for the inmates assigned. Training shall include the identification of safety hazards and instruction in the required use of protective clothing and devices. The safety training shall be documented in writing.
8. Provide required safety clothing and devices.
9. Require all agency staff who will supervise inmates to complete the Governmental Services Program Supervisor's Training at _____ (Institution) before supervising inmates.
10. Advise Institution as soon as possible, but no later than _____ hours before if there is to be a change in the regular work schedule.

11. Assure GSP Supervisors comply with the following Policies and Procedures:

CPP 19.1 - Governmental Services Program
GSP Work Supervisor Agreement
GSP Detail Code of Conduct
KOSHA Regulations

12. Direct requests for additional inmate labor to the Warden or designee.

13. Provide a job performance evaluation on inmate(s) if requested by institution staff.

Agency may request a Special Detail through the Warden or his designee for a specific, time-limited project by following the procedure found in CPP 19.1.

SECTION II

RESPONSIBILITIES OF INSTITUTION

The Department of Corrections through the _____ (hereinafter referred to as Institution) shall:

1. Provide a maximum of _____ inmates to the Agency
2. Ensure that each inmate has completed Institutional orientation and has been classified and appropriately authorized to work Governmental Services Program details.
3. Assure that under normal circumstances, reassignments will not be made within ninety (90) days unless requested by the supervisor. The reason for requesting reassignment shall be in writing as required in CPP 19.1.
4. Submit monthly an interaccount bill or invoice for all amounts due to Institution from Agency.
5. Provide Governmental Services Program Supervisor training as required to meet agency needs.
6. Provide a nutritional sack lunch, including a drink for each inmate.
7. Provide suitable clothing for inmates.
8. Provide support for all GSP operations by assuring compliance with the provisions of:

CPP 19.1 -Governmental Services Program
GSP Work Supervisor's Agreement
GSP Detail Code of Conduct
KOSHA Regulations

9. Advise Agency in a timely manner if a detail will arrive late or not work at all that day.
10. Recognizing that the inmate population is constantly changing due to transfers, releases, paroles, etc., Corrections shall make every effort to maintain the agreed level of manpower; however this may not be guaranteed.
11. The Institution may not guarantee the requesting agency a specific inmate; however, every effort shall be made to provide the skills, education, experience background requested to meet agency need.

SECTION III

This Memorandum of Agreement shall remain in force until changed.

The Memorandum of Agreement shall be reviewed annually by both parties.

Either party may recommend and submit changes in writing to the other party.

Changes may be made at any time by both parties by signing a new Memorandum of Agreement.

Either party may terminate this Memorandum of Agreement immediately upon written notification to the other party.

In the interest of security or safety, inmates may be removed or withheld from the job site as required by either party.

An annual event to celebrate the successful completion of another year of service to the Commonwealth may be scheduled by the Institution. The event may be used with mutual involvement to identify and recognize individuals and agencies for their positive contributions to the overall Mission of the Governmental Services Program.

This Memorandum of Agreement supersedes and replaces any previous agreements entered into between the parties prior to the effective date.

Department of Corrections

Agency

Name Title

Name Title

Signature Date

Signature Date

ACKNOWLEDGEMENT FOR INMATE SAFETY INFORMATION


The following acknowledgement shall be placed at the end of any written notice of job related hazards or training provided to an inmate:

I have read or have had read to me and understand the information in this document. I have received a copy this document.

Inmate Signature and Number

Staff Witness Signature and Title

Date

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	February 26, 2016	August 5, 2016
Authority/References KRS 196.035, 197.020, 197.047, 197.110, 197.120, 197.150, CPP 19.3, 15.3	Subject SENTENCE CREDIT FOR WORK	

I. DEFINITIONS

“Work time credit” means a time credit earned by performing work in an approved job assignment after March 31, 2003 that shall be deducted from an eligible inmate’s sentence calculation, as provided in KRS Chapter 197.

II. POLICY AND PROCEDURE

A. Review Procedure

Upon entry of sentence, an inmate’s eligibility shall be determined for work time credits for work performed in accordance with KRS 197.047.

1. Inmates serving a life sentence, regardless of parole eligibility, shall not be eligible for work time credits.
2. If an inmate receives a new conviction or a change in current convictions, this information shall be reviewed by appropriate institutional staff to determine if his eligibility status has changed.

B. Calculation of Work Time Credits

1. The number of work time credits earned shall be converted into days by:
 - a. determining how many hours an inmate worked during the review period, and
 - b. dividing the number of hours worked by forty (40).
2. When an inmate’s work time credits are calculated, only whole days shall be applied to his sentence.
3. Remaining work time credits that are less than a whole day shall carry over to the next review period.


C. Application of Work Time Credits

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1. Any work time credits earned shall be applied to the inmate's maximum expiration date after the date has been adjusted to reflect any statutory good time, jail credit, meritorious good time, educational good time, exceptional award of good time or any other adjustments that have been previously made to his sentence.
2. Work for time credits earned shall be calculated and applied to an inmate's sentence up to thirty (30) days prior to their expiration date.

D. Forfeiture

1. Work time credits awarded shall not be subject to forfeiture by the adjustment committee unless all statutory good time and meritorious good time have been forfeited.
2. Work time credits that have been earned shall not be denied or reduced when an inmate is reviewed for an award except as provided for in section II(B)(3) of this policy.

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Authority/References KRS 196.035, 197.020, 197.047, 197.070, 197.110, 197.120, 197.150, Chapter 197 501 KAR 2:060 ACA 5-ACI-7A-13, 2-CO-5A-01 CPP 15.3, 19.2 CI-05-01-01, CI-05-01-02, CI-05-01-04	Subject INMATE WAGE/TIME CREDIT PROGRAM	

I. DEFINITIONS

“Job assignment” means all inmate job and program assignments including community assignments, governmental job assignments, and Correctional Industries.

“Work for time credit” means a time credit earned by performing work in an approved job assignment, that is deducted from an eligible inmate’s sentence as provided for in KRS Chapter 197.

II. POLICY and PROCEDURE

A. Individual jobs shall be assigned through the appropriate classification process. Inmate work experience, needs of the inmate, and needs of the institution shall be factors considered in any assignment.

B. Pay Grades and Job Categories

1. Each institution shall assign every inmate job to one of the categories listed in Attachment I of this policy to the extent that jobs are available.

a. Categories I and II

The institution shall, at a minimum, consider the length of time normally required to perform the job each day.

b. Category III

The institution shall consider, at a minimum, the length of time normally required to perform the job each day, and the skill required to perform the job.

2. Each institution shall establish a total number of inmate job assignments within each category.

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3. An inmate shall not be classified to a job assignment unless a vacancy exists.
4. All inmates shall receive pay at the prescribed daily rate according to the schedule set by Attachment I, with the exception being Correctional Industries which shall adopt a pay scale separate from that in Attachment I. Any other exceptions shall require written approval from the Deputy Commissioner of Adult Institutions. All inmates eligible for time credits shall receive one-half (1/2) of the prescribed pay rate for their job assignments.

C. Pay and Time Credit Changes

An inmate's pay and time credit status shall change only if classified to a position with a higher or lower pay category.

D. Pay, Time Credits, and Attendance

1. An inmate, in order to receive pay for any given day and time credits, if eligible, shall be present at the job or program assignment and utilized by the supervisor. An inmate not reporting for work, regardless of the reason shall not receive pay or time credits.
2. An inmate shall not be eligible to receive overtime pay or pay for multiple assignments unless approved by the Deputy Commissioner of Adult Institutions or designee. An inmate classified to a program and job assignment shall receive pay and time credits, if eligible, for the assignment in the highest pay category.
3. Each inmate job assignment shall be limited to five (5) days per week. An exception to the five-day-per-week job limit may only be granted by the Deputy Commissioner of Adult Institutions or designee.
4. Each inmate eligible for time credits shall receive an amount of credit for each day worked based on the job category of the inmate's assigned position as designated in Attachment I:
 - a. Categories I, II and III shall receive a set number of hours credit for each day worked as indicated in Attachment I.
 - b. Category IV shall receive hour for hour credit.
 - c. Category V shall be ineligible for time credits.
5. Inmates required to work an exceptional number of hours over and above the time their assigned job normally requires shall receive time credits for the extra work performed. Time credits for extra

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work performed shall require approval from the level of Deputy Warden.

6. Time credits shall be calculated and applied to each eligible inmate's sentence as provided for in CPP 19.2.

E. General Pay Matters

1. Transfers

An inmate transferring to another institution shall receive pay upon being classified to an assignment and beginning the assignment within the receiving institution. The inmate's pay and time credits, if eligible, shall be commensurate with the pay of his new assignment regardless of his previous assignment or rate of pay, except for inmates who are transferred to another institution to perform a specific job. In these cases, the inmate shall not be paid at a rate lower than he was receiving at the sending institution.

2. An inmate transferred to a local facility or community service center shall have any time credits earned at an adult institution calculated and applied to his sentence, in accordance with CPP 19.2 within thirty (30) days after being transferred.

3. No Pay

In addition to the no pay provisions addressed in Section II (D), others not eligible to receive pay or time credits, shall include those classified to unassigned status for example, medically unassigned, and those dismissed from a job or program assignment without being reclassified.

4. Dismissals

An inmate dismissed from his assignment shall not be eligible for another job assignment for a period of thirty (30) days without approval of the Warden or designee.

INMATE JOB CATEGORY LISTINGS**Type of Jobs****Daily Rate of Pay****CATEGORY I**

FOUR (4) HOUR JOBS	\$1.18
FOUR (4) HOUR JOBS (inmates who qualify for time credit)	\$0.59

*ELIGIBLE INMATES RECEIVE FOUR HOURS CREDIT FOR EACH DAY WORKED

CATEGORY II

EIGHT (8) HOUR JOBS	\$1.91
EIGHT (8) HOUR JOBS (inmates who qualify for time credit)	\$0.96

*ELIGIBLE INMATES RECEIVE EIGHT HOURS CREDIT FOR EACH DAY WORKED

CATEGORY III

SPECIALIZED ASSIGNMENTS	\$2.93
SPECIALIZED ASSIGNMENTS (inmates who qualify for time credit)	\$1.46

*ELIGIBLE INMATES RECEIVE EIGHT HOURS CREDIT FOR EACH DAY WORKED

CATEGORY IV

INMATES PAID HOURLY WAGE	current pay scale
INMATES PAID HOURLY WAGE (inmates who qualify for time credit)	pay reduced ½

*ELIGIBLE INMATES RECEIVE HOUR FOR HOUR CREDITS


CATEGORY V

ACADEMIC STUDENT	\$1.07
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INMATES WHOSE PRIMARY ASSIGNED PAID JOB IS ACADEMIC STUDENT SHALL NOT BE ELIGIBLE FOR TIME CREDITS

OTHER PROGRAM ASSIGNMENTS	\$1.07
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PAID PROGRAM ASSIGNMENTS THAT DO NOT CONTRIBUTE TO THE MAINTENANCE OF THE FACILITY OR OPERATION OF FACILITY SERVICES SHALL NOT BE ELIGIBLE FOR TIME CREDITS

 <p style="text-align: center;">KENTUCKY CORRECTIONS Policies and Procedures</p>	Policy Number	Total Pages
	19.4	5
	Date Filed	Effective Date
	April 12, 2018	June 1, 2018
Authority/References KRS 67A.028, 67B.020, 196.035, 197.020, 197.140, 441.005, 441.415, 532.100, 532.043 501 KAR 3:120 CPP 15.2, 19.3	Subject Work Release for State Inmates in Jails	

I. Definitions

“Class D felon” is defined by KRS 532.100.

“Jail” means a jail as defined by KRS 441.005(1) or a regional jail as defined by KRS 441.005(7), but shall not include juvenile facilities for this policy.

“Jailer” means:

- A. The official duly elected or appointed pursuant to Section 99 or 152 of the Kentucky Constitution, charged with the responsibility of administering the jail;
- B. The administrator or director of a department as defined by KRS 67B.020(1);
- C. The administrator or director of a correctional services division as created by KRS 67A.028; or
- D. The administrator of a regional jail as defined by KRS 441.005(7).

II. Policy and Procedure

A Class D felon housed in county jail may participate in work release with the approval of the commissioner of the Department of Corrections.

- A. An inmate meeting the following criteria may be approved for work release. An inmate shall:
 1. Be a class D felon eligible for placement in a jail;
 2. Be classified as minimum or community custody, as established by the Corrections Classification Manual;
 3. Not have a documented behavior that equates to a CPP 15.2 Category III-11 or Category IV or higher rule violation or a criminal conviction within the last six (6) months;
 4. Not be deemed ineligible for work release pursuant to KRS 197.140;

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5. Not be subject to the provisions of KRS 532.043; and
 6. Not be housed in a reentry center, as defined in KRS 441.005.
- B. An inmate ineligible for work release shall be identified in KOMS.
- C. Inmate participation in work release shall be voluntary.
- D. An inmate shall be responsible for securing his own employment.
- E. The jail shall have a written policy and procedure on work release. The policy and procedure shall include:
1. Prospective employer's access to eligible inmates;
 2. Verification of suitable job placement;
 3. Fiscal procedures for handling of inmate wages and collection of fees;
 4. Transportation to and from work release;
 5. Drug and alcohol screening;
 6. Work site visits; and
 7. Disciplinary violations.
- F. Jail staff shall ensure an inmate is eligible for work release prior to allowing participation.
- G. Jail staff shall give preference to eligible inmates who have child support or restitution obligations.
- H. A participating inmate shall have a suitable job placement that:
1. Can be verified with a:
 - a. Specific location, unless an exception is approved by the Department of Corrections;
 - b. Set schedule;
 - c. Specific employer; and
 - d. Other item of similar significance required by the Department of Corrections; and
 2. Is suitable work for inmate employment. The work shall not be:

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- a. At an entity that sells weapons;
- b. A day care;
- c. An entity that allows access to drugs or other intoxicants;
- d. Is outside the borders of Kentucky; or
- e. Other similarly unsuitable work or location as determined by the Department of Corrections; and

3. Pay a lawful wage.

- I. An inmate may be required to pay a fee that complies with the amounts set in KRS 532.100(8)(c). The jailer or his designee shall give notice to the inmate that a fee is required prior to an inmate's participation in the work release program. If a fee is required, the jailer or his designee shall inform the inmate of the fee and a Work Release Agreement (Attachment II) shall be completed. A copy of the signed agreement shall be placed in the inmate's jail file and shall be submitted to Department of Corrections.
- J. An inmate shall be subject to frequent and random drug testing and may be required to pay for such testing.
- K. An inmate shall be searched in accordance with the requirements established in 501 KAR 3:120, if entering or leaving the security perimeter of the jail.
- L. An inmate shall remain at the work site of the employer or at other places under the direct supervision of the employer.
- M. An inmate shall not go to his home or the home of a friend or relative.
- N. An inmate shall not have any contact, written or spoken, with a relative or friend of an inmate housed in the jail while out on work release. An inmate shall not have any contact, written or spoken with a relative or friend while out on work release.
- O. An inmate shall not be in possession of or return to the jail with any type of contraband. Contraband shall include cell phone, pager, tobacco, alcohol, prescription drug, illicit drug, written correspondence, or any other type of written information from an outside party to an inmate housed in the jail.
- P. An inmate shall not go to a restaurant or public place to eat including a grocery or convenience store. A sack lunch shall be provided by the jail upon request, unless otherwise authorized by the jailer.
- Q. An inmate shall not go to any place of amusement.
- R. An inmate shall not partake of any illegal drug or consume an alcoholic beverage.

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- S. If an inmate is required to work overtime on any given day, the employer shall notify the jail in writing by 3:00 p.m. of the inmate's regular work day.
- T. If an inmate is required to work additional days from his set work schedule, the employer shall notify the jail, in writing, no later than 3:00 p.m. on Friday of the end of the inmate's regular scheduled work week.
- U. An inmate shall be transported to his place of employment by the employer, employer's designee, or jail staff, no earlier than thirty (30) minutes prior to the time the inmate is scheduled to report to work. If an inmate needs to leave early or leave late the employer shall receive approval from the Jailer. An inmate shall be returned to the jail no later than thirty (30) minutes after the end of his shift. An inmate shall not drive a motor vehicle.
- V. The jail shall verify daily that the inmate is at the approved work site.
- W. An inmate shall not change employment without prior approval from the Jailer.
- X. An inmate shall return to the jail for any court appearance scheduled during work release. An inmate shall not transport himself or be transported by the employer to court.
- Y. An inmate shall sign in/out for work in the work release log. The employer or employer's designee shall bring a photo ID and sign the inmate out in the work release log. Upon return from work, an inmate shall have the employer or employer's designee sign the inmate back in from work.
- Z. A participating inmate shall read and sign the Work Release Rules and Code of Conduct for State Inmates (Attachment I). A copy shall be placed in the inmate's jail file and shall be submitted to the Department of Corrections.
- AA. Jail staff shall revoke work release privileges to an inmate for violating any duly promulgated or adopted rule of the jail governing inmate conduct or work release. Upon revocation of work release, a written report shall be completed stating the reasons for the revocation and citing the rule or regulation that was violated. A copy shall be submitted to the Department of Corrections.
- BB. The Department of Corrections shall pay for the incarceration of a Class D inmate participating in work release at the same rate and under the same conditions as Class D felons incarcerated in the jail under KRS 532.100.
- CC. An inmate participating in work release shall not be eligible to receive pay from the Department of Corrections.

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DD. Department of Corrections staff shall provide training to jailers and jail staff at jails who implement a work release program for state inmates to ensure understanding and compliance with this policy.

(Name of jail)

(Jailer)

WORK RELEASE RULES AND CODE OF CONDUCT FOR STATE INMATES
(Effective date _____)

1. While away from the _____ jail on work release, you shall remain at the work site of the employer or at other places under the direct supervision of the employer.
2. You shall not go to your home or to the home of friends or relatives.
3. You shall not have any contact, written or spoken, with any relatives or friends of inmates housed in the _____ jail.
4. You shall not be in possession of or return to the jail with any type of contraband. Contraband shall include cell phone, pager, tobacco, alcohol, prescription drug, illicit drug, written correspondence, or any other type of written information from an outside party to an inmate housed in the jail.
5. You shall not go to any restaurant or public place to eat (a sack lunch will be provided by the jail at your request unless otherwise authorized by the Jailer), this includes grocery/convenient stores.
6. You shall not go to any place of amusement.
7. You shall not partake of any illegal drugs or the consumption of alcoholic beverages-you will be randomly drug and alcohol tested.
8. If you are required to work overtime on any given day, your employer must notify the jail in writing by 3:00 p.m. of your regular workday.
9. If you are required to work additional days from your set work schedule, your employer must notify the jail (in writing) no later than 3:00 p.m. of the end of your regular scheduled work week (no later than Friday).
10. You shall be transported to your place of employment by your employer, employer's designee or jail staff, no earlier than thirty (30) minutes prior to the time you are to report to work. (If you need to leave earlier, you must have it approved through the Jailer). You shall be returned to the jail no later than thirty (30) minutes after the end of your shift. You are not allowed to drive a motor vehicle.
11. The jail shall and is authorized to:
 - a. Search you thoroughly, including the authority to strip-search, each time you leave and return to the jail
 - b. Verify daily that you are at your work site, and
 - c. Randomly drug test you while on work release
12. You shall not change employment without prior approval from the Jailer.
13. You shall return to the jail for any court appearance you have while on work release. You shall not transport yourself or have your employer transport you to court.

14. You shall sign in/out for work in the work release book. Your employer or employer's designee shall bring a photo ID and sign you out in the work release book. Upon return from work, you shall have your employer or employer's designee sign you back in from work.
15. State inmates may be required to pay work release fees to the jail. These fees shall be designated in the Work Release Payment Agreement and shall be paid each week.
16. Work release is a privilege, not a right. Any violation of work release rules shall be reported to the Department of Corrections to determine if work release privileges are to be revoked.

I have read and understand that any violation of the above rules may result in revocation of work release privileges.

(Inmate Signature)

(Date)

(Name of Jail)

WORK RELEASE PAYMENT AGREEMENT

I understand that I have been granted the privilege to participate in the work release program at the _____ Jail (hereinafter referred to as "Jail"). I understand that as a condition of this privilege I am responsible to pay work release fees to the Jail at a rate not to exceed the lesser of \$55.00 per week or 20% of my weekly net pay. (KRS 532.100(8)(c)) I also understand that if I fail to make my work release payments that I can have my work release privileges suspended and/or revoked.

Inmate Signature

Date

Jailer Signature

Date