

Work Program Agreement - Sample

Included in the Department of Corrections' (SCDC) May 24, 2019 letter to the House Legislative Oversight Committee (LOC). This information was provided in response to the following question in LOC's May 16, 2019 letter to the Department of Corrections, "38. Please explain the following terms, which were included in the list of inmate job descriptions the agency provided in its April 29, 2019 letter: (a) labor crew/work program; and (b) designated facility."

In addition to providing the information in this document, SCDC provided the following response:

(a) labor crew/work program; and

- Labor crew- Inmate labor crews are used to provide a cost-effective minimum-security inmate labor force to work for governmental, business or contracting agencies. To promote the safety and security of the general public, *statutory* non-violent and certain violent offenders in accordance with the Omnibus Sentencing Reform Act of 2010 with no prior history of violent convictions may be assigned to any SCDC inmate labor crew. This program serves as needed transitional services for inmates prior to release from incarceration.
- Work Program – Specially screened inmates who are assigned to SCDC work program institutions and who work at paid employment in the community.

(b) designated facility.

- Designated facility- A city or county jail or prison camp with which the South Carolina Department of Corrections (SCDC) has a contractual agreement to house state inmates. These inmates serve as county inmate workers while they are serving their SCDC sentences.
- Please see attached delimitations, policy and work program agreement.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Division of Classification and Inmate Records

WORK PROGRAM AGREEMENT

Name of Inmate: _____ Center: _____
 SCDC#: _____ Race: _____ Soc. Sec. #: _____
 Offense: _____ Sentence Length: _____
 Employing Company: _____ Address: _____
 Phone Number: _____ Fed ID#: _____

1. EMPLOYER

We have received, agree to the terms of, and wish to participate in the South Carolina Department of Corrections Community Work Programs by employing the above inmate on a (hourly/weekly/monthly) basis at a salary/wage of \$ _____.
 Employment hours will be from _____ to _____, _____ days a week
 _____ through _____.

Date _____	Signature of Company Official _____	Office or Position _____
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2. INMATE

I agree to accept the conditions and salary/wage as outlined above. I have read and agree to all items listed on this document.

Date _____	Inmate's Signature _____
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3. CENTER

Starts Work _____ through _____
 Date of Receipt of First Payroll: _____

Date _____	Employment Authorized By _____
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4. SPECIAL RESTRICTIONS/STIPULATIONS: *Additional conditions of this agreement as pertains to a special program of guidelines*

5. TERMINATION OF AGREEMENT

Date of termination from this employment: _____ Reason _____

SCDC Official: _____ Inmate: _____ Date: _____

(COMPLETE THIS SECTION ONLY UPON JOB TERMINATION)

EMPLOYERS AND INMATES UNDERSTAND AND AGREE TO THE FOLLOWING INFORMATION:

1. Employers having problems with inmates or having questions concerning the program must contact the center immediately.
2. Employers needing inmates released from work early or that require overtime must have a Supervisor notify the Center in time so transportation arrangements can be made. It is the inmate's responsibility, when required to work overtime or to remain at a scheduled program participation longer than scheduled, to ensure that the employer notifies the Center well in advance of the regular scheduled quitting time. It is the inmate's responsibility to ensure that the employer notifies the Center with as much advance notice as possible to request additional working days not regularly scheduled.
3. Inmates are not to leave place of employment/designated job assignment area at any time and will not quit or alter job or situation without first consulting the Warden or designee. Any inmates that violate this rule, fail to report to work, or that leave work without permission are to be reported without delay to the Center. Inmates that leave a work site will be charged with Escape. Any employee/supervisor, who knowingly assists and/or conspires with an inmate to leave his job site may be subject to criminal action that could include a fine or imprisonment for up to ten years.

4. Inmates are not to be taken across state lines/boundaries under any circumstances. Inmates fully understand that if they cross state lines they will be subject to escape charges. Inmates will always be delivered to a supervisor and picked up from a supervisor. Inmates are responsible for meeting all scheduled transportation and must go directly to place of employment by the approved mode of transportation and return by the same after work or assigned activity is completed.
5. Inmates will not have visitors on the job and will not make or receive phone calls to include cell phones, other than extreme emergency calls to the institution. Inmates will not have any packages/materials dropped off at work by friends/family or others. *Inmates are not to possess, purchase, or use any form of tobacco or tobacco paraphernalia. Alcohol, tobacco products/paraphernalia, cell phones, and illegal drugs are considered to be serious contraband items for inmates.* Violations identified by employers are to be reported to the Center without delay.
6. Inmates are to be given equal consideration as it pertains to other employees. Any salary deductions other than health/dental insurance, and state and federal taxes will have to be approved by the Warden/designee of the institution. Employer agrees to provide Workers' Compensation Insurance or meet those requirements to be self-insured. At no time will inmates be hired as independent sub-contractors which may require inmates to be responsible for their tax deductions.
7. Inmates are not to be issued their paychecks. Paychecks may be picked up by institutional personnel or may be mailed to the institution. All paychecks will be deposited into the inmate's center account. The South Carolina Department of Corrections is responsible for disbursement of all income associated with inmate program participation. All income inmates' receive, excluding standard deductions (required by law), or deductions authorized by the Warden, will be submitted to the Center immediately for distribution (as agreed on SCDC Form 27-5, "Personalized Budget Plan/Deductions"). At no time will inmates attempt to make loans from employers to be deducted from payroll. Inmates will not cash paychecks, accept or retain cash payments, or spend earnings before submitting them to the Center.
8. If the inmate resigns, is terminated from this Company, escapes/absconds, or is removed from the program for any other reason(s), his/her paycheck(s) will not be released to the inmate. Inmate's signature on this document authorizes the Center accountant to deposit any paycheck(s), with or without signature, into the Center account in order to pay outstanding restitution/court ordered obligations, victim's restitution, maintenance, medical bills, Center costs/fees, etc., owed, from funds in the inmate's institutional account, in accordance with SC Code of Law 24-3-40.
9. Inmates must remain at the Center at all times unless on otherwise approved and authorized activities to include, but not limited to, work assignments, education programs, and scheduled medical appointments. Inmates are aware of Center boundary lines.
10. Inmates will not purchase, make a down payment, acquire interest in an automobile, and will under no circumstances drive a motor vehicle. Inmates will not hold either the Department of Corrections or any of its employees liable for any injury resulting from the operating of an authorized vehicle or as a passenger in any Privately Owned Vehicle.
11. Inmates will not enter any kind of contractual agreement while on the program without the authorization of the Warden.
12. Inmates understand and agree to aid financially authorized dependents who will be verified by SCDC. By signing SCDC Form 27-23, "Verification of Dependents", inmates acknowledge these to be legal dependents and understand they are subject to disciplinary action if false information is provided. Inmates will be required to begin paying any court ordered restitution or fines.
13. Inmates may be removed from the program for at fault job loss, partaking of alcoholic beverages or drugs, or engaging in improper or illegal activities, and serious or excessive minor rules violations. Disciplinary action may also be taken for these violations.
14. Inmates understand that after being employed they will be responsible for all expenses incurred through outside of SCDC medical and/or dental services, and for the cost of medicine as determined by SCDC. Inmates will be required to participate in group insurance programs provided by the employer. Working inmates are responsible for paying applicable transportation and laundry costs to SCDC, as well as any authorized reimbursement fees determined by the Agency.
15. As a Labor Crew/Work Program participant, inmates understand they are responsible for knowing and conforming to the rules of this Center, the Department of Corrections, and the laws of this State. By signing this document, inmates agree they have had explained and fully understand the Labor Crew/Work Program. Inmate agrees to abide by the rules and regulations and any special conditions of this Center. Violations subject inmates to removal from the program and possible disciplinary action and/or legal action.
16. By signing this document inmates hereby authorize the Department of Corrections to release, on a need to know basis, any information contained in the inmate's record relative to either the processing of the inmate's case or participation on the program.
17. Inmates understand that they will be subject to drug screening and agree to hold the Department of Corrections harmless for any errors that may rise in testing. Positive results of drug tests will affect the inmate's privileges and may be used in either disciplinary or administrative action.