



ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL

160 Peregory Lane
Charlottesville, VA 22902

Phone: (434) 977-6981 Fax: (434) 977-5312
www.acrj.org

Colonel Martin Kumer
Superintendent

Phone: (434) 977-6981 ext. 213
Fax: (434) 977-3173

Effective 10/13/2023

Work Release Rules and Regulations

I will be expected to follow these rules and regulations, which will govern my conduct while on the Work Release program. If I violate any of the following rules and regulations, I may be held in pending an investigation and due process. Additionally, I will follow all rules and regulations of the Albemarle-Charlottesville Regional Jail.

1. I hereby agree to release any and all information concerning myself, so I may be properly evaluated for the Work Release program.
2. I understand that I have the right to be free from sexual harassment, abuse, and assault and can report any sexual harassment, abuse, or assault to any staff member of the facility and/or contact the PREA hotline.
3. I will not be allowed to work or travel outside of a 35-mile radius from the Albemarle-Charlottesville-Nelson Regional jail without specific permission from the Work Release Department.
4. Work Release inmates are not allowed to drive. Work Release inmates are not permitted to operate any ride-on equipment, to include Gators, ride-on lawn mowers, tractors, or any other gasoline powered vehicles. If my supervisor would like for me to be able to operate ride-on equipment on the job site, approval must first be obtained from the Work Release Department.
5. I understand that I may not be employed by or work with members of my family without specific written permission from the Work Release Department and/or the jail.
6. I am not to have employment that requires me to serve, possess, or sell alcoholic beverages.
7. I understand that there are fees associated with the program to include but not limited to an initial deposit that must be maintained throughout the program, daily monitoring fees, drug and alcohol screening, and replacement costs of any damaged equipment. Only cashier's checks and money orders will be accepted.
 - a. The only time this fee will not be assessed is when I have a doctor's note stating that I cannot work because of medical reasons, if I am held in from work for weather related issues, or investigation circumstances per the work release coordinator.
 - b. I agree to pay a minimum of \$25.00 per week toward my fines and court costs as required by court order.

8. I will be required to submit to a drug and alcohol screening prior to being released to the program. This is to establish a negative base line for future testing. I understand that I will not be released to the program until all of my screenings are negative. After I have passed my initial drug screening, I must agree to submit to random alcohol or drug screenings or blood tests as directed by the jail staff while on the Work Release program.
9. If any drug and/or alcohol screenings are positive for any unauthorized substances, I may be removed from the program pending an investigation and due process.
 - a. Should I test positive for any substance, I have the right to request the sample be submitted to a third party laboratory, approved by ACRJ. I shall make it known immediately to the officer(s) performing the screening that I want the sample tested by a third party. If the third party determines the sample is positive for unauthorized substances, I will be charged for their testing fee.
10. I am prohibited from using or possessing any masking agents, detoxing products, or use substances that may alter or interfere with my drug screen or alcohol sensor test.
11. I am not permitted to consume any substance without prior written permission from the Work Release Department to include but not limited to prescribed medications and over the counter medications. I will not be allowed to consume any substance which may cause a false reading on a drug and alcohol screening. These would include but are not limited to: energy drinks, poppy seeds, products containing cannabidiol (CBD), and cough medicines with alcohol as an ingredient, which may cause a false reading on my drug and alcohol screening. I am not permitted to drink, physically use, or have in my possession any alcohol, narcotic, or hallucinogenic drugs. This includes all illegal drugs and controlled substances. I will ask the Work Release Department if I have any questions concerning what substances might cause a false reading on a drug or alcohol screening.
12. I understand that my participation in this program may be monitored by a tamper proof, non-removable bracelet, which I agree to wear twenty-four hours a day during the entire period of my participation in the program. I understand that removal of or attempted removal of the bracelet will be a violation of the program rules.
13. I am responsible for the monitoring equipment. In the event the equipment is damaged in any manner, I agree to reimburse the Albemarle-Charlottesville Regional Jail for all damages. I understand that if I willfully damage, destroy, steal, or fail to assist in the recovery of any equipment I may be prosecuted.
14. I agree to maintain this equipment at my residence and notify the Albemarle-Charlottesville Regional Jail staff immediately if the equipment malfunctions or is damaged. I agree to follow the prescribed charging instructions for my ankle monitor for the duration that I am on the Work Release program.
15. I hereby agree to turn in my paycheck and paycheck stub to the Work Release Department to allow it to be deposited into the work release account. This includes all of my earnings, including tips, less payroll deductions required by law. All Work Release program fees will be deducted from my paycheck. Direct deposit is not permitted.
16. I understand that in the event that I am removed from the Work Release program for any reason,

any remaining paychecks will be collected by the Work Release Department for deposit onto my canteen account until all fees are paid.

17. If at any time a check from my employer is returned, there will be a returned check fee applied to my account. If there is more than one instance of this, my employer will be required to pay all salaries by cashier's check or money order.
18. A schedule must be submitted by my employer and approved by the Work Release Department before I will be allowed to work. If I am on a rotating schedule, it is my employer's responsibility to submit an updated and accurate work schedule to the Work Release Department no later than Thursday by 3:00PM for the following week. Any schedule not received by that time will subject me to being held in from work.
19. If my employer wants me to work hours other than those designated, they must contact the Work Release Department as far in advance as possible so verification and schedule adjustments can be made. I will work no more than five days a week, ten hours a day.
20. Any work related meetings must be during my regular work day schedule.
21. The Work Release Department will determine the travel time necessary to enable me to proceed to my place of employment, complete my days work, and return directly back to the jail.
22. I will be allowed to list up to three persons providing my transportation. They will need to show proof of and provide a copy of a valid driver's license, vehicle registration, and auto insurance and sign the Transportation Guidelines prior to me going out to work. I will only be allowed to have three people on my transportation list at any given time. The three people providing my transportation are:

23. At the end of the workday I must return to the jail without delay. If I am released from my employment early, or I do not work because of bad weather, I am to return directly to the jail. If my employer or approved transportation cannot return me to the jail, I will have my employer contact the jail and have arrangements made for my return.
24. If I fail to return at the proper time and I do not contact the jail by telephone, I will be considered an escapee. A warrant will be sworn for my arrest and I will be prosecuted.
25. I must have someone with me while at work, who must be another employee, at all times.
26. I will not leave my job site for any reason unless approved by the Work Release Department.
 - a. If my job site should move for any reason, my employer must make notification to the Work Release Department prior to me moving to the new job site.
27. The Albemarle-Charlottesville Regional Jail is released from all responsibility for any and all injuries incurred by me while I am on my job or while I am on my way to and from my job. My employer must agree to cover me under applicable workman's compensation and social security insurance. I am to accept only emergency medical attention and any medical bills incurred are my

financial responsibility.

28. I understand that I am not to use any phone unless it is for work purposes or a part of my work duties.
29. I understand that if my job consists of the use of a computer, I am to have permission for specific tasks on that computer from the Work Release Department and that I am only to utilize a computer for work purposes. I shall not use my place of employment to conduct personal business such as checking email, surfing the internet, engaging in any online programs/schools, making any unauthorized contact, or business transactions.
30. I understand that if I am issued a locker or personal space by my employer to store work related equipment, that prior to using this locker/personal space, I will notify the Work Release Department and provide the locker number, location, and combination. Key locks are not to be used.
31. I understand that I am not to have in my possession any cigarettes, tobacco products, e-cigarettes, vapes, lighters, matches, or accessories of any kind.
32. Unauthorized visits are prohibited. I will not visit friends or relatives or have them visit me while away from the facility or on the job. All visits will be restricted to the facility during my scheduled visiting hours.
33. I agree to notify jail staff of any contact I may have with law enforcement officers. I also agree to notify the Work Release Department of any future court dates that may arise.
34. I am not to bring anything into or out of the jail, or exchange any contraband, which includes mail or messages. Contraband is anything I am not allowed to have in my possession in accordance with the jail rules and regulations.
35. An officer will strip search me each day after I return from work, before I will be allowed to enter my housing area.
36. I am prohibited from participating in any “walk-off, labor disputes, or strikes” while on the Work Release program. If my place of employment is involved in any of these, I will not be allowed to work during this period and the Work Release Department will help me find other suitable employment.
37. The Work Release Department will make periodic checks on my whereabouts and also check with my employer about my work status and progress.
38. I will notify the Work Release Department prior to making any changes in my employment. The Work Release Department must authorize all changes in employment.
39. I will be allowed to make outside medical and dental appointments with local medical and dental facilities.
 - a. All requests for outside medical and dental care must first be authorized and then verified by the jail medical staff.
 - b. Once authorization and verification of the appointment has been made, notification and

clearance will be given by the Work Release Department for the appointment.

- c. I will be responsible for transportation to these appointments and all medical bills incurred are my financial responsibility.
 - d. All appointment requests must be received at least 48 hours in advance and must be sent from the provider.
 - e. All medical and dental appointments must be scheduled during my regular work day schedule unless authorized by the Work Release Department.
40. I must conduct myself in a respectable manner while outside of the facility obeying all federal, state, local, and municipal laws and ordinances of the community in which I am employed.
41. I am prohibited from entering into any contract, engage in business, borrow money, possess property, incur debts, or open charge accounts.
42. I may only wear non-jail issued clothing 30 minutes before I leave for work and no more than 30 minutes after I return.
43. I will only be allowed to bring into the facility my wallet, keys, watch, \$50.00 per week and my paycheck. These items, less my paycheck, will be stored for me until I go back out to work the next day. Everything else must be kept at my workplace.
44. I will be allowed to bring into the jail and have in my possession, at my initial book-in or upon approval of work release staff, the following:
 - a. Five sets of work clothing. e.g. shirts, pants
 - b. Two pairs of footwear. e.g. tennis shoes, work shoes, boots
 - c. Five sets of underclothing. e.g. underwear, t-shirts, wireless bras, socks, no sleeveless shirts
 - d. One belt.
 - e. All clothing must be free of any defects. e.g. holes, slits, dirt, etc.
 - f. Skirts, dresses, shorts, or cutoffs of any kind are not allowed.
45. I will be issued a Work Release identification badge, which must be carried and visible on me at all times while in the jail. Upon my release or removal from the program, I must return my ID badge, failure to do so will result in a \$5.00 charge.
46. If I do not have a job and am approved Work Release status, I will be required to participate in the Inmate Workforce program, while the Work Release Department attempts to secure employment for me. If I do not participate or am removed from the Workforce program for any reason, I will be removed from Work Release status.
47. Following court approval for the Work Release program, if I am a state responsible inmate, I will participate in the Workforce program until such time as the VADOC approves my participation in the Work Release program.
48. While participating in the Work Release program, I can assist on my nonscheduled work days to work around the facility.
49. I understand that I am subject to search of my person, property, transportation, or job site at any time.

- 50. Inmates due process rights - I understand that in the event I receive a Major Rule Violation that I am entitled to an impartial committee hearing as outlined in the Hearing and Appeals section of the Inmate Handbook. I also understand that I have the right to appeal any finding of guilt to the superintendent or designee.
- 51. I understand that if I am removed from the Work Release program due to a program violation, disciplinary reason, unsatisfactory work performance, or any other reason, I may be ineligible for any inmate workforce status for a period of 90 days from the date of my last conviction.
- 52. I understand that all decisions made by the superintendent or designee are final.
- 53. Other conditions as set by Court order:

I have read or had read to me and fully understand the rules and regulations of the Work Release program. I realize that if I do not abide by them, it will result in my removal from the program and possible punitive and legal action may be taken. I have received a copy of these rules and regulations for my personal reference. All rules and regulations of the program are subject to change at any time and I am expected to comply once notified of the changes

 Printed Name of Applicant

 Date

 Signature of Applicant

 Date

 Printed Name of Work Release Officer

 Date

 Signature of Work Release Officer

 Date