

APPENDIX

Work Release Rules and Regulations

Work Release Agreement

D-1 - Financial Statement

D-2 - Custody Affidavit

D-3 - Waiver of Counsel

Affidavit of Indigency

Guardian ad Litem

WORK RELEASE PROGRAM

WHEREAS, Section 5147.28 et seq. of the Revised Code of Ohio provides for the establishment of a prisoner work-release program, which said program is first to be established with the agreement of all Courts in the County.

WHEREAS, the officials of all Courts in Putnam County together with those persons and officials connected with the administration and with the working of such program having heretofore met and agreed upon and approved a program which they feel to be feasible under the provisions of such statutes and provided in such cases.

BE IT ORDERED, ADJUDGED AND DECREED that a prisoner work-release program be and the same is established and adopted for all Courts of Putnam County, Ohio, in order that the Courts of this county may permit a prisoner confined in jail in Putnam county, Ohio to have employment so that he/she can continue to provide support for her or her children and other dependants; and, for restitution, payment of other bills and expenses.

Such prisoner work-release program shall be administered and subject to the rules, terms and conditions, which said rules may be complemented, amended or changed by Judgment Entry of the Common Pleas Court. See appendix for copy of "Work Release Rules and Regulations" and "Work-Release Agreement".

WORK RELEASE RULES AND REGULATIONS

1. Upon application and the approval by the sentencing Judge in Putnam County, Ohio any prisoner sentenced to the county jail shall be permitted to participate in a work-release program.
2. The Putnam County Sheriff shall be appointed to serve as the administrator of the work-release program as set forth herein, such position being necessary and proper, pursuant to Section 5147.28 et seq. of the Ohio Revised Code and shall be designated as Work-Release Administrator.
3. Upon application and acceptance into the Work-Release Program each prisoner must pay one week in advance for the estimated costs of the program and court expenses. Upon acceptance into the program each prisoner will deposit with the Work-Release Coordinator the amount of two hundred dollars (\$200.00) which will be deposited with the Putnam County Clerk of Courts. This payment will pay the Work-Release fees of twenty dollars (\$20.00) per day for the first five days and the estimated expense of court costs, fines and restitution of twenty dollars (\$20.00) per day for the first week. At the conclusion of the Work-Release Program the prisoner's final pay check will be disbursed to pay any unpaid days of work release and the appropriate percentage of unpaid court costs, fines and restitution as prescribed by these rules of procedure. Any remaining money will be paid back into the prisoner's account held at the Putnam County jail to be reimbursed to said prisoner at the conclusion of the jail stay.

Upon receipt of his/her paycheck, each prisoner will immediately sign over said pay check to the Work-Release Coordinator at the Putnam County Sheriff's Department. Upon acceptance of said check the Work-Release Coordinator will deposit money with the Putnam County Clerk of Courts no later than Monday of the following week. The net pay of each prisoner will be disbursed by the Clerk of Courts as follows:

- A. Twenty-five percent (25%) of gross wage less withheld taxes, health insurance and social security or retirement will be paid to the Putnam County Sheriff's Department as reimbursement for the direct costs of administering the program and processing the prisoner. The prisoner is responsible for reimbursement to the Putnam County Jail any unauthorized payroll deductions such as deferred compensation programs, credit union deductions, etc.
- B. Any amount remaining shall be disbursed as follows:
 1. If the prisoner is unmarried, thirty-five per cent (35%) of the remaining money shall be paid to the Putnam County Clerk of Courts to apply to any unpaid court costs, fines and restitution. The balance of said payroll shall be paid by check to the Defendant and sent to the Putnam County Sheriff's Department to be deposited into the prisoners account held at the jail. The costs of fifty cents (\$.50) per day for drug testing supplies used when the prisoner returns to the jail facility will be deducted from this account. If all court costs, fines and restitution money owed is paid to the court the total amount remaining after the

work release fees are deducted will be paid into the prisoner's account at the jail.

2. If the prisoner is married and has no dependent children living with the spouse, thirty-five per cent (35%) shall be paid to the Putnam County Clerk of Courts to apply on any unpaid court costs, fines and restitution. The balance of said payroll shall be paid by check to the Defendant and sent to the Putnam County Sheriff's Department to be deposited into the prisoners account held at the jail. The cost of fifty cents (\$.50) per day for drug testing supplies used when the prisoner returns to the jail facility will be deducted from this account. If all court cost, fines and restitution money owed is paid to the court the total amount remaining after work release fees are deducted will be paid into the prisoner's account at the jail.
3. If the prisoner is married and has dependent children living with the spouse, thirty per cent (30%) shall be paid to the Putnam County Clerk of Courts to apply on any unpaid court costs, fines and restitution. The balance of said payroll shall be paid by check to the Defendant and sent to the Putnam County Sheriff's Department to be deposited into the prisoner's account held at the jail. The cost of fifty cents (\$.50) per day for drug testing supplies used when the prisoner returns to the jail facility will be deducted from this account. If all court costs, fines and restitution money owed is paid to the court the total amount remaining after work-release fees are deducted will be paid into the prisoner's account at

4. Any prisoner in the Putnam County Jail, who has been sentenced to a jail term, which sentence is not a non-suspendable sentence, may be eligible for the work-release program, under the following terms and conditions:

- C. Any prisoner under the work-release program shall be permitted to leave the jail thirty (30) minutes before the time he/she is required to report to their job and said prisoner shall report back to the jail within thirty (30) minutes after the completion of his/her work for that day. This stipulation is subject to Court Order in each particular case concerning distance to and from work and subject to the necessity of obtaining meals both before, after and during said employment.
- D. Each prisoner on the work-release program shall provide his/her own transportation to and from their employment.
- E. A prisoner shall be permitted to work voluntary overtime hours after applying to the court for permission to work said hours.
- F. Any prisoner on the work-release program who fails to abide by the rules and regulations of such program shall be discontinued on such program and remanded to the County jail until a hearing is had on described violation. Said prisoner shall not be reinstated except by the ruling of the Court.
- G. Any prisoner who desired to become eligible to participate in the Putnam County Work-Release Program shall subscribe to a separate and independent Work-Release Agreement. Such agreement is included.

WORK - RELEASE AGREEMENT

I _____ being in the custody of the Sheriff of Putnam County under sentence of a Court of Putnam County, agree to abide by the following rules and regulations in order to become eligible to participate in the work-release program.

1. The prisoner agrees and understands that he/ she is to go directly to their place of employment and return directly from this employment without exception at the end of the working day, subject to the Order of the Court.
2. The prisoner agrees to furnish and provide his/her own transportation to and from the Putnam County Jail subject to the approval of the Sheriff.
3. The prisoner agrees that he/she will under no circumstances drink alcoholic beverages or consume any controlled substances during the period of his/her participation in the work-release program.
4. The prisoner will not leave his/her place of employment for any purpose other than to return to the Putnam County Jail, subject to the Order of the Court.
5. The prisoner understands and agrees that he/she will make an accurate record of the time he/she enters and departs from the Putnam County Jail.
6. The prisoner agrees to pay an advance fee of two hundred dollars (\$200.00) to be accepted into the work-release program and to turn over his/her pay check to the work-release coordinator at the Putnam County Jail as soon as it is received from the employer. The pre-determined percentage of money will be deducted from the paycheck for work-release fees and any court costs, fines and restitution owed to the court. Remaining monies will be returned to the jail to be placed in the prisoner's account. The Sheriff's Department is to notify the Court of any work-release violations. Any time the work-release program is violated by the prisoner, such as not reporting for work, not having the proper papers signed by a supervisor for overtime work, or not submitting their pay check to the coordinator for deposit may be terminated by the Court.
7. The prisoner agrees to hold the County of Putnam, the Sheriff as Work-Release Administrator, and any of the County employees harmless for any injuries or damages which the prisoner might suffer while outside of the Putnam County Jail and while participating in the work-release program.
8. The prisoner understands and agrees that while outside the jail, he/she will not visit with family or friends or call on the telephone.
9. The prisoner understands and agrees that while outside the jail, he/she will not send or receive mail.

10. The prisoner understands and agrees that he/she will not carry mail or packages into or out of the jail without the specific approval of the Sheriff or one of his officers.
11. The prisoner understands that if he/she escapes or walks off the job, they may be charged with escape.
12. The prisoner shall furnish an employment schedule prior to being released for work purposes
13. The prisoner agrees to the release of any and all confidential reports that may be made by counsel who may visit them, this report to be made a part of the Sheriff's file.
14. While on work-release the prisoner will be tested for alcohol and/or drug consumption each time he/she returns to the jail. The prisoner will be charged \$.50 per test which will be deducted from their account held at the jail.

I have read and agree to all of the above terms and conditions, and I have received a copy for my own records.

Date _____

Prisoner

Witness

Witness

Administrator of Work-Release Program

Form D-1

CASE NO. _____

IN THE COURT OF COMMON PLEAS OF PUTNAM COUNTY, OHIO

(Plaintiff) vs. _____
(Defendant)

Address Address

Date of Birth: Date of Birth:

(Wife's Maiden Name) (Date of Marriage)

Soc. Sec. No. Soc. Sec. No.

PLACE OF EMPLOYMENT

(Plaintiff) (Defendant)

EARNINGS

Weekly Gross: _____ Weekly Gross: _____

Other Income: _____ Other Income: _____

Any Rights to Employee Pension ____ Yes ____ No
Any Rights to Employee Pension ____ Yes ____ No

NUMBER OF PREVIOUS DIVORCES: _____ NUMBER OF PREVIOUS DIVORCES: _____

NO. of children under 18: _____ NO. of Children under 18: _____
From Previous Div. From Previous Div.

Amt. now paying for support: \$ _____ Amt. now paying for support: \$ _____
From Previous Div. From Previous Div.

Amt. receiving for support: \$ _____ Amt. receiving for support: \$ _____
From Previous Div. From Previous Div.

Names, Dates of Birth: Names, Dates of Birth:

IN THE COURT OF COMMON PLEAS OF PUTNAM COUNTY, OHIO

Plaintiff

Case No. _____

-vs-

Defendant

AFFIDAVIT
(Pursuant to ORC 3109.27)

Affiant being first duly sworn, deposes and says:

1. That the name and present address of each child, the custody and visitation which is to be determined by this court action:
2. That the addresses at which each child has lived within the past five years prior to filing this court action:
3. That the names and addresses of all persons with whom each child has lived prior to instituting this court action, and dates thereof:
4. That affiant (has)(has not) participated as a party, witness, or in any other capacity in any litigation concerning the custody of the child(ren) in this or any other state?
5. That affiant has (no) information of any custody proceeding concerning the child(ren) pending in a court of this or any other state?

IN THE COURT OF COMMON PLEAS OF PUTNAM COUNTY, OHIO

* CASE NO. _____

*
* WAIVER OF COUNSEL

*

The undersigned, a petitioner in the above matter being fully aware of his rights to retain counsel to act in his behalf, being fully informed of the nature of this action, and being fully advised that counsel involved in this action is not representing the interest of the undersigned in any manner whatsoever, hereby waives representation by counsel and is proceeding in this action without advice of counsel.

In the presence of:

FINANCIAL DISCLOSURE / AFFIDAVIT OF INDIGENCY

I. PERSONAL INFORMATION

Name		SS#	D.O.B.	
Mailing Address		City	State	Zip ()
Residence (if different from above)			Message Phone (withir 48 hours) ()	

II. OTHER PERSONS LIVING IN HOUSEHOLD

Name	Age	Relationship	Name	Age	Relationship
1)			3)		
2)			4)		

III. MONTHLY INCOME / EMPLOYMENT INFORMATION

Type of Income	Self	Spouse	Household Members	Total
Employment (Gross)				
Unemployment				
Workers' Comp.				
Pension				
Social Security				
Child Support				
ADC				
Disability				
Food Stamps				
Other				

Employer's Name (for all household members)	SUBTOTAL A	\$
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Address	Phone ()
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IV. ALLOWABLE MONTHLY EXPENSES

V. TOTAL INCOME

Type of Expense	Amount
Child Support Paid Out	
Child Care (if working only)	
Transportation for Work	
Insurance	
Medical / Dental	
Medical & Associated Costs of Caring for Infirm Family Members	
SUBTOTAL B	\$

Total Monthly Income - Total Allowable Expenses = Total Income

SUBTOTAL A	\$
- SUBTOTAL B	- \$
GRAND TOTAL C	\$

VI. ASSET INFORMATION

Type of Asset	Describe / Length of Ownership / Make, Model, Year (where applicable)	Estimated Value
Real Estate / Home		
Stocks / Bonds / CD's		
Automobiles		
Trucks / Boats / Motorcycles		
Other Valuable Property		
Cash on Hand		
Money Owed to Defendant		
Other		
Checking Acct. (Bank / Acct. #)		
Savings Acct. (Bank / Acct. #)		
Credit Union (Name / Acct. #)		

GRAND TOTAL D	\$
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GUARDIAN AD LITEM

You have asked the Court to appoint a Guardian ad Litem (GAL) in this case. The role of the GAL is to conduct an investigation into the circumstances surrounding the dispute involving your child. The GAL's focus will be to assist the Court in determining what will be in the best interest of the child.

The Court requires the GAL to file a report to the Court with copies going to attorneys for each party. This report will include the information, which in the opinion of the GAL, is pertinent to determining what is in the best interest of the child.

So that counsel may adequately prepare for hearings, the Court requests that the report of the GAL be filed at least one week before the hearing. In an effort to meet this deadline, it is imperative that you contact the GAL to set up an initial appointment as soon as is practical.

Please be prepared to present the GAL with names and phone numbers of people that you believe the GAL should speak with to assist him/her in his/her investigation. Please contact the people whose names you are supplying to let them know the GAL may be calling.

If any of the people to be interviewed are the child's teachers, doctors, mental health professionals, etc., they will require an authorization to release information. Please have your attorney prepare this document for submission to the GAL.

Your cooperation regarding the GAL process will avoid unnecessary delay in the conclusion of your case.

The GAL who has been appointed by this Court in your case is:

_____ Michael A. Borer
125 W. Main Street
Ottawa, OH 45875
Phone: (419) 523-3322

_____ Keith Schierloh
1800 N. Perry Street, Suite 104
Ottawa, OH 45875
Phone: (419) 523-5777

_____ Anna Mae Blankemeyer
315 E. Main Street
Ottawa, OH 45875
Phone: (419) 523-5658

HEALTH INSURANCE

Plaintiff: Yes: _____ No: _____

Defendant: Yes: _____ No: _____

Cost \$ _____

Cost \$ _____

MEDICAL PROBLEMS OF CHILDREN: _____

WHO HAS PRESENT CUSTODY: _____

HOURS OF EMPLOYMENT: Plaintiff: _____ Defendant: _____

ASSETS OF MARRIAGE

	<u>PRESENT VALUE</u>	<u>BAL. OF MORTG.</u>	<u>MONTHLY PMT.</u>
Home (Real Estate)	\$ _____	\$ _____	\$ _____
Car (Plaintiff)	\$ _____	\$ _____	\$ _____
Car (Defendant)	\$ _____	\$ _____	\$ _____
Other Assets	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Amount claimed necessary for weekly support during pendency of action: \$ _____

Attorney for Plaintiff / Attorney for Defendant

STATE OF OHIO) SS.
COUNTY OF PUTNAM)

_____ being first duly sworn,
says that the above statements are true.

Signature of (Plaintiff) (Defendant)

Sworn to before me this _____ day of _____, _____

Notary Public

6. That affiant has (no) knowledge of any person not a party to the proceedings who has physical custody of the child(ren) or claims to have custody or visitation rights with respect to the child(ren)?

7. That the affiant has (no) knowledge of any party having been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused or neglected child or having been determined to be the perpetrator of an abusive or neglectful act that was the basis for a child being adjudicated an abused or neglected child.

If 4, 5, 6, or 7 is answered in the affirmative, attach a supplementary affidavit explaining in detail.

Affiant realizes that (he)(she) has a continuing duty to inform the court of any custody proceedings concerning the child(ren) in this or any other state of which affiant obtains information during the pendency of this proceeding.

FURTHER AFFIANT SAITH NOT.

(Plaintiff)

(Defendant)

Sworn to before me and subscribed in my presence this _____ day of _____

Notary Public - State of Ohio

(If additional space is needed use additional sheets)

VII. MONTHLY LIABILITIES / OTHER EXPENSES		VIII. GRAND TOTALS	
Type of Liability	Amount		
Rent / Mortgage		Total Monthly Income	Grand Total C
Food			<input type="text"/>
Electric			
Gas			
Fuel			
Telephone		Total Assets	Grand Total D
Cable			<input type="text"/>
Water / Sewer / Trash			
Credit Cards			
Loans			
Taxes Owed		Total Monthly Liabilities and Other Expenses	Grand Total E
Other			<input type="text"/>
GRAND TOTAL E			

IX. AFFIDAVIT OF INDIGENCY

I, _____ being duly sworn, say:

- I am financially unable to retain private counsel without substantial hardship to me or my family.
- I understand that I must inform my attorney if my financial situation should change before the disposition of my case.
- I understand that if it is determined by the county, or by the Court, that legal representation was provided for me to which I was not entitled, I may be required to reimburse the county for the costs of representation provided. Any action filed by the county to collect legal fees hereunder must be brought within two years from the last date legal representation was provided.
- I understand that I am subject to criminal charges for providing false financial information in connection with the above application for legal representation pursuant to Ohio Revised Code Sections 120.05 and 291.13(A)(13), (D)(4).
- I hereby certify that the information I have provided on this financial disclosure form is true to the best of my knowledge.

Client's Signature

Date

Notary Public:

Subscribed and duly sworn before me according to law, by the above named applicant this _____ day of _____, 20____ at _____, County of _____ and State of _____.

Notary's Signature

X. JUDGE / ATTORNEY CERTIFICATION

I hereby certify the above-noted client is unable to fill out this financial disclosure form and/or is unable to sign the above affidavit. I have determined that the applicant meets the criteria for receiving court appointed counsel.

Judge / Attorney Signature

Date