

**MAINE DEPARTMENT OF CORRECTIONS**  
**COMMUNITY TRANSITION PROGRAM AGREEMENT AND CONDITIONS**

**Resident:**

**MDOC #:**

**A. Mandatory Conditions**

1. I shall be:
  - a) employed in an approved job \_\_\_\_\_;
  - b) enrolled in an approved education (including vocational training) program \_\_\_\_\_; or
  - c) involved in an approved public service activity \_\_\_\_\_.
2. I shall not change or resign from employment, change or drop an education program, or discontinue a public service activity without first having obtained written permission from the Chief Administrative Officer, or designee.
3. I shall only utilize transportation that has been approved by the Chief Administrative Officer, or designee, and with only an approved driver and other approved passengers (specify): \_\_\_\_\_.
4. I shall only be at the specified location(s) \_\_\_\_\_ and only for the specified purposes \_\_\_\_\_ and at ordinary stopovers, e.g., gas, restroom, etc. on a direct route to or from the location(s), shall remain at the specified location(s) during the specified period \_\_\_\_\_, and shall return from the program site by the specified time \_\_\_\_\_.
5. If I become ill or injured, another unforeseen emergency occurs, or the purpose of the release is cancelled or ends early and I am prevented from going to the location specified, remaining at the specified location during the specified period, or returning from a release by the specified time, I shall notify the facility as soon as practicable for instructions and follow the instructions.
6. I shall not possess or use illegal drugs or other substances that are illegal under federal or state law, shall not possess or use alcohol or marijuana, and shall not misuse any legal substance.
7. I shall submit to urinalysis, breath testing, or other chemical tests at the request of facility staff or a probation officer or if a requirement of the employment, education program, or public service activity.
8. If I am on work release, I shall file State and Federal tax returns annually.
9. I shall not own, possess, or use any firearm or other dangerous weapons.
10. I shall notify any law enforcement officer, if stopped, of my status as an individual in a Maine Department of Corrections community transition program and notify the Chief Administrative Officer, or designee, as soon as practicable of any such contact with any law enforcement officer.
11. I shall not leave the facility with any unallowable or contraband property, shall bring back to the facility all property I left with, and shall not return from the site with any property I did not take out with me, except for work or education related items as acquired at the job or school if allowed by facility practices.
12. I shall not operate any motorized vehicle on a public way and shall not operate any motorized vehicle anywhere else unless it is required as a part of the employment or public service activity and is authorized by the Chief Administrative Officer, or designee, as set out in the additional conditions below.

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13. I shall not convey any messages, written or verbal, into or out of the facility, to any person on behalf of any other person.
14. If I am on work release, I shall relinquish to the Chief Administrative Officer, or designee, all earnings received by me with the understanding that required obligations shall be deducted in accordance with the collection priority list (Attachment A to Policy 2.12, Resident Accounts).
15. If I am on work release, I shall not ask for or accept advance pay.
16. If I am on education release, I shall relinquish to the Chief Administrative Officer, or designee, all scholarships, grants, stipends, etc. received by me with the understanding that required obligations shall be deducted in accordance with the collection priority list (Attachment A to Policy 2.12, Resident Accounts.) This does not include scholarships, grants, stipends, etc. sent directly by the awarding agency to the educational institution.
17. I shall not enter into any contractual agreement without the written permission of the Chief Administrative Officer, or designee.
18. I shall not receive visits.
19. I shall not send or receive mail, email, telephone calls, texts, faxes, or radio communications unless it is required as a part of the work release job, education release, or public service activity and is authorized by the Chief Administrative Officer, or designee, as set out in the additional conditions below.
20. I shall not use any electronic device including, but not limited to, desktops, laptops, tablets, wearable devices, external storage devices, and cell phones, unless it is required as a part of the work release job, education release, or public service activity and is authorized by the Chief Administrative Officer, or designee, as set out in the additional conditions below.
21. I shall not use or possess any prescription medication or medication requiring a photo identification to purchase or receive any health care treatment other than as prescribed by facility health care staff, except where an emergency arises and the medication or treatment is prescribed by a licensed health care provider, and upon return to the facility I shall notify facility staff of any prescribed medication or treatment received in the community.
22. I shall comply with Department Policy (AF) 20.1, Resident Discipline, and other Department policies to the extent applicable.
23. I shall comply with all applicable state, federal, and other laws.
24. Mandatory Conditions, if applicable:
  - I shall take all reasonable steps to avoid contact with any person with whom I am prohibited from having contact, including but not limited to: \_\_\_\_\_.
  - I shall report to designated facility staff any contact with any person with I am prohibited from having contact and shall follow the instructions of the staff for avoiding further contact. Instructions may include, but are not limited to, going to a different location or returning to the facility.
  - If I have been sentenced to probation or supervised release for sex offenders, I shall, as applicable and practicable, comply with all court-ordered conditions of probation or supervised release while

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on community transition program release, including any condition that is currently in effect, is to become effective at a later date, or is no longer in effect as the result of a revocation.

**B. Additional Conditions:**

I agree to abide by the above conditions. I understand that a violation of the above conditions may result in, but is not limited to, removal from the community transition program, new criminal charges, a revocation of probation or supervised release for sex offenders, if applicable, and/or facility disciplinary action.

I waive extradition to the State of Maine from any state of the United States, District of Columbia, or any other place to answer charges of escape or any violation of community transition program conditions.

I understand that I may be removed from the community transition program at any time at the sole discretion of the Commissioner, or designee.

I hereby acknowledge that I have read or had read to me the above, have had the above explained to me, and understand the Maine Department of Corrections Community Transition Program's Mandatory Conditions and Additional Conditions governing me while on community transition program release.

I have received a copy of this agreement and conditions.

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

Initials of staff checking to ensure the resident continues to meet all eligibility criteria (no earlier than day prior to resident leaving for the program site) \_\_\_\_\_

\_\_\_\_\_  
Date