

Juvenile House Arrest Rules

Name: _____ Cause # _____

Charge: _____ Class _____ Type of Supervision _____

1. I am to have a valid residence (in Shelby Co.) and maintain a working telephone in my home or a cell phone as directed. I may not change residence or phone number without prior permission from Shelby County Community Corrections staff. My phone is to remain on the hook/charged/have minutes at all times while not in use and I must answer my phone within six (6) rings.
2. I must allow The Shelby County Community Corrections staff, with proper identification, to visit or telephone my residence or employment at any time and make reasonable inquiry regarding my activities. I must present myself to the officer within three minutes, answer inquiries truthfully and cooperate. I must secure any animals that might present harm to staff.
3. In consideration of the opportunity to participate in a Community Corrections program rather than serve my sentence through the Department of Correction or other more restrictive environment, I acknowledge and agree that I hereby waive my rights concerning searches and seizures under the Fourth and Fourteenth Amendments of the United States Constitution and under Article 1 and 11 of the Indiana Constitution. Specifically, I hereby consent to allow employees of Community Corrections or law enforcement officers to search my person, property, or residence without a warrant, without probable cause, and without reasonable suspicion.
4. I shall not possess or use alcohol, any controlled substance and/or any other mind altering substance (i.e. spice, methamphetamine, heroin, marijuana, or any form of K2). I shall not use any cough or allergy medications, mouth wash or any other products that contains alcohol. Consumption of any prescribed medication cannot exceed the dosage amount as prescribed by my physician. I will be required to submit samples of bodily substance for the purpose of detecting alcohol/drugs and /or submit to breath analysis at my own expense. I must advise The Shelby County Community Corrections staff of any known health risks. **Dilute drug screens are considered positive by the lab and, thus, will be submitted to the court as positive results.**
5. I will not possess any firearms, ammunition, explosives, fireworks, dangerous weapons (including pocket knives, lighters, swords, tasers, pepper spray/mace, BB guns, etc.), or any drug paraphernalia on my person, property or residence.
6. I will not commit, be arrested for, or charged with a criminal offense. I will contact Community Corrections immediately after any contact with law enforcement. I must advise any law enforcement officers that I come in contact with that I am on House Arrest.
7. I must allow the electronic monitoring system to be placed in my home or on my person as directed. The equipment must be maintained and activated while on the House Arrest Program. I will pay for the cost of the repair/replacement of equipment if it is lost, stolen or damaged in any way. It is my responsibility to get permission from other members in my residence for the electronic monitoring system to be placed in the home.

8. If the residence is not mine, I will inform the owners that I am on House Arrest and the conditions of the program and how these conditions may impact them. This includes: any possible changes in phone service, home contacts by staff at any time, possible home searches, and inquiries into individuals and activities observed in the residence.
9. I will not leave Shelby County, Indiana without prior consent by staff. The sentencing court must approve any requests for overnight stays outside Shelby County, Indiana in advance. I must also supply Shelby County Community Corrections with the address and telephone number of where I will be staying.
10. I am required to supply weekly written verification/schedules of all activities that require me to be away from my residence. The weekly schedule is to be turned in to the black box outside of Community Corrections every Sunday by 8pm. I am not permitted to be outside of my home, apart from these scheduled instances. I am not permitted to make any unscheduled stops, or run any errands, either on the way to or from school, work, or appointments. I am permitted to do chores (i.e. take out garbage, mow the lawn, perform yard work) as long as the activity is listed on my schedule and approved by my Community Corrections case manager.
11. I may be required to attend weekly meetings at Shelby County Community Corrections. If I follow all of the rules and guidelines they may not be necessary.
12. I will maintain good behavior while on the House Arrest Program. I will be truthful and honest with Community Corrections staff and my parent(s)/guardian(s). I will obey my parent(s)/guardian(s) and maintain good behavior while at home as well as in school or anywhere else my schedule permits me to be. I will cooperate with all staff at Shelby County Community Corrections. I will be respectful towards them, and will advise my family and friends to be respectful towards staff in the performance of their duties.
13. I will obey all laws of the City, County, State, and Federal government while on the House Arrest Program.
14. I will maintain/obtain employment, or education on a full time basis. I will not have any unexcused absences from school or employment. I will not cause any disruptive behavior in class. Tardiness to school or appointments will not be tolerated during my time on home detention. I will also maintain passing grades in school while on home detention. If these rules are not abided by, sanctions may be imposed by my Community Corrections Case Manager.
15. I understand that I may be ordered to complete community service hours as a part of my participation in the Juvenile Home Detention program. These hours may vary, can be used as incentive hours, community project hours, or as sanctions, and will be determined by the juvenile case manager at Shelby County Community Corrections. I hereby release Shelby County Community Corrections, its staff and participating worksites from liabilities or action whatsoever and will not file any type of liability lawsuit against Shelby County Community Corrections or any worksite I am assigned to by Shelby County Community Corrections. I understand that I am not an employee of the State of Indiana, Shelby County, or City of Shelbyville and cannot qualify for Workman's Compensation.

16. I am aware that violation of any term or condition of this program could result in suspension, disciplinary action, to include, but not limited to: written violation, increased supervision, restricted activities, and/or prosecution for the crime of escape under IC 35-44.1-3-4. A petition to modify probation can be filed by my probation officer and/or if probable cause is found a warrant may be issued for my arrest. The court may order immediate execution of my sentence including any portion of my suspended sentence. Furthermore a person who knowingly or intentionally violates a house arrest order or intentionally removes an electronic monitoring device commits Escape, a Level 6 Felony.
17. I will not have more than two (2) non-relatives at my residence at one time.
18. I will not associate (or hang around) with anyone currently on house arrest, JAG, or probation while on home detention, outside of already sanctioned scheduled activities such as school, work, classes, programs, and/or community service.
19. I will abide by all conditions of Probation and any order of the Court. I will report for all appointments as directed by Community Corrections program staff.
20. I will pay an initial administration and baseline drug screen fee and all associated program fees, including the \$7 per day monitoring cost, as directed. Drug Screen Fee(s) will be due at the time of collection. Non-payment of drug screens at the time of collection, will result in 10 hours of community service given in detail at the case managers discretion. These fees can range in price from \$20 to \$67 depending upon the panels ran. Transportation, living, and medical expenses are my responsibility. All fees are non-refundable. I will turn in verification of payment weekly with my schedule.
- **Drug screen collection times are as follows:
Monday - Friday – 2:00PM – 3:30PM
Saturday, Sunday – 2:00PM – 3:30PM**
 - **Parent(s) and/or guardian(s) are responsible for seeing that these payments are made, wherein the ability to pay is present. This is part of the program and participants must be held in compliance. If fees are not paid, sanctions may be issued, up to and including courtroom appearances before the juvenile judge.**
21. If I am sentenced under a juvenile cause I will pay \$7.00 per day.
22. My anticipated dates on House Arrest are from _____ to _____ .

I have read understood and accept the above terms and acknowledge that I have received a copy of these terms. I agree and consent to release of information from my employer, treatment provider, educator, telephone company or other agency/person that might pertain to my participation and supervision on this program or in efforts to locate me if I should abscond. I hereby knowingly, intentionally, and specifically waive my rights against self-incrimination and search and seizure as provided for in the Constitution of the United States and State of Indiana as it may be initiated by Community Correction or Probation Staff. I have been advised verbally and have had the opportunity to discuss all the conditions of the program. I now understand that this is an order of the court and agree to abide by all the stated terms and conditions.

Participant

Date

Parent/Legal Guardian's Signature

Date

Community Corrections Staff

Date