

Department of Offender Rehabilitation
Florida Parole & Probation Commission
PROGRESS REPORT

**MUTUAL PARTICIPATION
PROGRAM**

April 9, 1977

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SUMMARY

The following document constitutes a report of progress made by the Parole and Probation Commission and the Department of Offender Rehabilitation toward implementation of the Mutual Participation Program Act of 1976 as a two-year pilot program.

Under provisions of this act, the terms of institutional confinement, a guaranteed parole date, the terms of parole supervision, and release from parole may be negotiated and established by contract, binding among mutually consenting parties including the Department of Offender Rehabilitation, the Parole and Probation Commission, and the offender. In return for the guaranteed commitments identified above, the offender agrees to meet certain objectives set forth in the contract: work requirements, participation in institutional programs, cooperation with staff, establishment of measurable self improvement objectives.

The effective date of the Mutual Participation Program Act was July 1, 1976, and the program became operational in six major institutions in October of 1976. The months between July and October were spent in implementation required to organize an effective program including selection of institutions in which to test the pilot program, hiring of a coordinator, development of offices and facilities required by program staff, and promulgation of rules and regulations by September 1, 1976 (as required under the provisions of the Act). A detailed chronological history of implementation is provided in the following section of this report.

At the time of the writing of the report, the development of a comprehensive program of the evaluation of the Mutual Participation Program is still underway and is being conducted cooperatively by the staff of the Bureau of Planning, Research and Statistics and the Florida Parole and Probation Commission. Since implementation in October, DOR and FPPC have monitored the program and collected data relative to the progress made in implementation. However, at the time of this report, complete data from all institutions presently involved in the program was available for a period of time from October, 1976, thru January 31, 1977.

Within that time period, 803 proposals had been submitted for review by the Mutual Participation Program staff and forwarded for negotiation. Of these:

- * 224 inmate-initiated proposals had been rejected as a result of negotiations between the DOR institutional representative, FPPC Parole Specialist and the inmate submitting the proposal (most were rejected as being unfeasible, unrealistic or for technical errors and omissions);
- * 200 successfully negotiated contracts had been forwarded to the FPPC for review, and of these;
 - 32 were returned for renegotiation
 - 34 proposed contracts were rejected
 - 60 were approved (in addition, two inmates were released under alternative programs)
 - 72 were in process as of January 31, 1977

It is significant to note that these numbers reflect only the first three months of program operation and that it would be premature to attempt any meaningful analysis at this time. Also, much of the data that has been collected to date is intended to allow monitoring of program implementation rather than for purposes of program evaluation.

Recognizing this, the staffs of the Adult Services Program Office, the Bureau of Planning, Research and Statistics and the Florida Parole and Probation Commission have undertaken the formulation of performance standards to be used for an on-going program evaluation. This process is not yet completed, but proposed evaluation standards of the type indicated in Appendix A of this report are currently under consideration by DOR and FPPC management. Once adopted, collection instruments will be developed to capture transactional data required to evaluate program performance in light of adopted standards.

For the purpose of on-going evaluation, where there is an indication that such standards are not being met, efforts will be made to determine whether the standard is unrealistic or if modification in policy or procedure is necessary to improve performance. Since there is no current available historical data on performance related to this program, establishment of standards must, of necessity, be based upon optimum objectives that may prove to be somewhat arbitrary.

In addition, appropriate demographic analysis of participants will be made periodically to assure that administration of the program provides opportunity for an optimum level of

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participation by all eligible inmates and to provide management with pertinent information relative to the characteristics of those participating or who have been denied participation. In a later section of this report, a limited analysis is presented as an indication of the type of demographic information that will be available. Of course, the small sample of inmates who have been either approved or rejected at this time is much too small to generate any significant information upon analysis.

This section of the report is intended merely to provide an indication regarding the characteristics of those whose contract proposal was approved/denied as well as contract provisions that appear to be characteristic of the Mutual Participation Program in the early implementation stages.

Appended to this report are copies of the Emergency Rules under which the program has been implemented for the two-year trial period and which govern current operations. Also attached as an appendix to this report is the Orientation Manual now being used in the seven major institutions now offering the program.

CHRONOLOGY OF PROGRAM
IMPLEMENTATION ACTIVITIES

House Bill number 3996 provided for a pilot program whereby the terms of institutional confinement, a guaranteed parole date, the terms of parole supervision, and release from parole are agreed to by the Department of Offender Rehabilitation, the Parole and Probation Commission, and an offender. The bill was enacted and became known as the Mutual Participation Program Act of 1976. The Mutual Participation Program derives its name and authority from this Act. The Mutual Participation Program is sometimes referred to as the Contract Parole Program.

The effective date for the Mutual Participation Program Act of 1976 was July 1, 1976. On this date, the Department of Offender Rehabilitation and the Parole and Probation Commission jointly, through a coordinated and cooperative effort, began developing the emergency rules for implementing the Mutual Participation Program.

During the month of July 1976, the joint staff committee was appointed. This committee consisted of:

DEPARTMENT OF OFFENDER
REHABILITATION

Ronald B. Jones
Adult Services Director

Gerald Mills
Community Services Director

FLORIDA PAROLE AND
PROBATION COMMISSION

Phillip Cooper
Parole Examiner Supervisor

Carolyn Snurkowski
Legal Counsel

DEPARTMENT OF OFFENDER
REHABILITATION

Phillip P. Welsh
Classification Coordinator

Raymond Gearey
Legal Counsel

Bill Schnitzer
Planning & Research

FLORIDA PAROLE AND
PROBATION COMMISSION

Kenneth Simmons
Assistant Director

Sara Cain
Planning & Research

The Mutual Participation Act of 1976 mandated the Department of Offender Rehabilitation and the Parole and Probation Commission to promulgate rules required for the implementation of this program by September 1, 1976. On August 30, 1976, the Parole and Probation Commission submitted the emergency rules for the Mutual Participation Program to the Secretary of State's office. On September 1, 1976, the Department of Offender Rehabilitation submitted emergency rules covering the Mutual Participation Program to the Secretary of State's office. The emergency rules for this program became effective September 1, 1976. Six institutions were identified by the Department of Offender Rehabilitation and the Parole and Probation Commission to become involved initially in the Mutual Participation Programs. The six locations were:

Apalachee Correctional Institution
Post Office Box 699
Sneads, Florida 32460

Brevard Correctional Institution
Post Office Box 340
Sharpes, Florida

Hillsborough Correctional Institution
Post Office Box 878
Riverview, Florida 33569

Dade Correctional Institution
Post Office Box 1289
Homestead, Florida 33030

Florida Correctional Institution
Post Office Box 147
Lowell, Florida 32663

Union Correctional Institution
Post Office Box 221
Raiford, Florida 32083

The Florida Parole and Probation Commission created twelve positions from existing resources for the Mutual Participation Program, including six Parole Contract Specialists and six Secretary III positions.

The Mutual Participation Program Act of 1976 mandated that a Mutual Participation Program Coordinator be appointed. The Coordinator is an individual employed by the Department who acts as a coordinator between the Department, the Commission, and the offender. The Department of Offender Rehabilitation created the coordinator's position from existing resources. On September 13, 1976, Edward M. Teuton was appointed to this position and transferred from Classification Supervisor at Sumter Correctional Institution, Bushnell, Florida, to the Department of Offender Rehabilitation, Central Office.

Between September 13, 1976, and September 29, 1976, joint meetings were held intermittently by the staff of the Parole and Probation Commission and the staff of the Department of

Offender Rehabilitation to draw up operational procedures to implement the Mutual Participation Program. A committee was established consisting of:

DEPARTMENT OF OFFENDER
REHABILITATION

Ronald B. Jones
Adult Services Director

Edward M. Teuton
Mutual Participation
Program Coordinator

PAROLE AND PROBATION
COMMISSION

Phillip Cooper
Parole Examiner
Supervisor

On September 29, 1976, the operational procedures for implementing the Mutual Participation Program was approved by both agencies. Goals and objectives were established as follows:

Require cooperation and coordination between the Department of Offender Rehabilitation and the Florida Parole and Probation Commission.

Provide the inmate with an opportunity to become involved in the decision making process concerning his future.

Provide the inmate with clearly defined requirements for being paroled.

Provide the inmate with a guaranteed parole release date.

Require institutional accountability in providing specific programs and/or services as agreed to in the contract.

Place the responsibility directly on the inmate for completing the contract in a satisfactory and timely manner.

Require the Florida Parole and Probation Commission to parole the inmate if he satisfactorily meets the objectives.

On October 1, 1976, a meeting of staff delegated the responsibility for initiating the Program from the Department of Offender Rehabilitation and the Parole and Probation Commission was held at Union Correctional Institution, Raiford, Florida. The purpose of the meeting was to orient key staff members from both agencies about the Mutual Participation Program. Present at this meeting were Classification Supervisors, Contract Parole Specialists, and Mutual Participation Program Counselors (DOR employees selected to assist inmates in preparation of proposals and in subsequent negotiations if assistance is requested) from the six designated institutions, along with other key staff from the Department of Offender Rehabilitation and Parole and Probation Commission. During this meeting, the following items were covered:

The Mutual Participation Program Act of 1976.

Goals and objectives established by both agencies relative to the Mutual Participation Program.

The emergency rules from the Department of Offender Rehabilitation and the Parole and Probation Commission.

The operational procedures covering the Department of Offender Rehabilitation and the Parole and Probation Commission.

Instructions on processing participants into the Mutual Participation Program.

Forms to be used within the institutions.

The philosophy of coordination and cooperation between both agencies.

On October 3, 1976, the Department of Offender Rehabilitation printed a Mutual Participation Program brochure. It was designed to inform staff members from both agencies, the general public, and inmates about the Mutual Participation Program.

Beginning October 5, 1976, orientation for staff and inmates began in the six designated institutions. The Mutual Participation Program Coordinator, the Classification Supervisor and the Contract Parole Specialist assigned to each institution, oriented staff and inmates at each of the six institutions. During this formal orientation, the Mutual Participation Program Act of 1976 was distributed to key staff members and discussed thoroughly. Also, the emergency rules for the Department of Offender Rehabilitation and the Parole and Probation Commission were distributed and discussed thoroughly. The operational procedures for the Mutual Participation Program were also distributed and thoroughly discussed. The Mutual Participation Program brochure was distributed to all staff members as well as inmates at the six designated institutions for orientation purposes. The six institutions were oriented as follows:

INSTITUTION

DATE OF ORIENTATION

Dade Correctional Institution
Post Office Box 1289
Homestead, Florida 33030

October 5, 1976

Brevard Correctional Institution
Post Office Box 340
Sharps, Florida 32959

October 6, 1976

<u>INSTITUTION</u>	<u>DATE OF ORIENTATION</u>
Florida Correctional Institution Post Office Box 147 Lowell, Florida 32663	October 7, 1976
Union Correctional Institution Post Office Box 221 Raiford, Florida 32083	October 8, 1976
Apalachee Correctional Institution Post Office Box 699 Sneads, Florida 32460	October 14, 1976
Hillsborough Correctional Institution Post Office Box 878 Riverview, Florida 33569	October 21, 1976

On September 10, 1976, a public hearing was held on the regular rules by the Department of Offender Rehabilitation. The regular rules for the Department of Offender Rehabilitation were submitted to the Secretary of State's Office on September 17, 1976. The regular rules for the Department of Offender Rehabilitation became effective October 9, 1976. On October 11, 1976, a public hearing was held on the regular rules by the Parole and Probation Commission. The regular rules for the Parole and Probation Commission were submitted to the Secretary of State's Office on October 25, 1976. The regular rules for the Parole and Probation Commission became effective November 29, 1976.

On December 9, 1976, the Mutual Participation Program was expanded into Indian River Correctional Institution. On this date, the Mutual Participation Program Coordinator and the Contract Parole Specialist assigned to Hillsborough

Correctional Institution oriented the staff and inmates at Indian River Correctional Institution. The Contract Parole Specialist assigned to Hillsborough Correctional Institution also assumed the responsibility for the program at Indian River Correctional Institution. Both agencies felt that the Mutual Participation Program could be very meaningful at Indian River Correctional Institution due to the type of offender confined at this institution. Indian River is designed for youthful first offenders, and most of the population meets the eligibility criteria for the Mutual Participation Program.

An amended rule became necessary due to review by the Administrative Procedure Committee. The Administrative Procedure Committee felt it was not the intent of the Mutual Participation Act of 1976 to limit eligibility criteria other than as it applies to inmates sentenced under state statutes as a capital or life felony or a habitual felony offender. A public hearing on the amended rule was held on January 21, 1977, by the Department of Offender Rehabilitation. The amended rule was submitted to the Secretary of State's office by the Department of Offender Rehabilitation on January 28, 1977. The amended rule became effective on February 18, 1977, for the Department of Offender Rehabilitation. The Parole and Probation Commission held public hearing on the amended rule on January 21, 1977. The amended rule became effective on March 3, 1977, for the

Parole and Probation Commission. The amended rule calls for considering inmates for participation in the Mutual Participation Program as follows:

"It shall be the responsibility of the inmate to initiate a request for consideration for the program. All inmates shall be eligible for consideration for participation in this program who are not specifically excluded by statute. Simultaneous negotiations with all inmates within the prison institutions is not possible with current funding and staffing under this act. Therefore, implementation of this program shall be accomplished in the following increments: Contracts with offenders who are within five years of their tentative release date shall be negotiated first, contracts with offenders who are within ten years of their tentative release date shall be negotiated next, and then contracts with all other inmates shall be negotiated. The Parole and Probation Commission and the Department of Offender Rehabilitation may jointly initiate in their discretion consideration of any inmate for participation in the program who is not within the tentative release date then under consideration."

After the program was initiated in the six institutions, it was decided that a meeting should be held to discuss procedural problems encountered by the staff in implementing the Mutual Participation Program in the institutions. On January 20, 1977, the meeting was held and the Department of Offender Rehabilitation and the Parole and Probation Commission both were represented. The following key officials were present:

DEPARTMENT OF OFFENDER
REHABILITATION

Louie L. Wainwright
Secretary

T. P. Jones
Assistant Secretary for Programs

Ronald B. Jones
Adult Services Director

PAROLE AND PROBATION
COMMISSION

Charles Scriven
Chairman

Anabel P. Mitchell
Commissioner

Maurice Crockett
Commissioner

DEPARTMENT OF OFFENDER
REHABILITATION

Phillip Welsh
Classification Coordinator

W. C. Scott
Parole Liaison

Edward M. Teuton
Mutual Participation Program
Coordinator

PAROLE AND PROBATION
COMMISSION

Phillip Cooper
Hearing Examiner Supervisor

Dee Malcan
Planning & Research

Also in attendance at this meeting were the six Contract Parole Specialists from the Florida Parole and Probation Commission and the Classification Supervisors and Mutual Participation Program Counselors from the seven institutions where the Mutual Participation Program is presently in operation. During this meeting, procedural difficulties were discussed and many were resolved through the cooperative efforts of both agencies. The concept and philosophy of the Mutual Participation Program was restated and agreed upon.

The first contract proposal was negotiated on October 18, 1976. As of March 31, 1977, there were 186 inmates whose contracts have been approved and who are participating in the Mutual Participation Program at the seven institutions where the program is in operation. The following demographic and statistical information covers the program from October 18, 1976, through January 31, 1977. The cutoff date for submitting statistics on this progress evaluation was agreed upon by both agencies so that adequate time could be devoted to the preparation of this document.

MUTUAL PARTICIPATION PROGRAM

FLOW CHARTS

On the following pages are diagrams showing the major procedural components of the Mutual Participation Program:

Contract Approval
Contract Implementation
Renegotiation

The primary activities, indicated by rectangular symbols, are organized in sequence from top to bottom, or in the direction indicated by the arrows of procedure flow lines. Decision points in the process, where alternative paths may be possible, are shown by diamond shape symbols. The wording in the diamond symbol indicates the criteria for determining which procedural path is appropriate.

The numbers of program participants that have reached certain points as of January 31, 1977, indicated by () symbols, are shown on the charts. In instances, such as resubmission of proposals with recommended modifications resulting from review or negotiation, the numbers of transactions are shown as (first submittal/resubmittal).

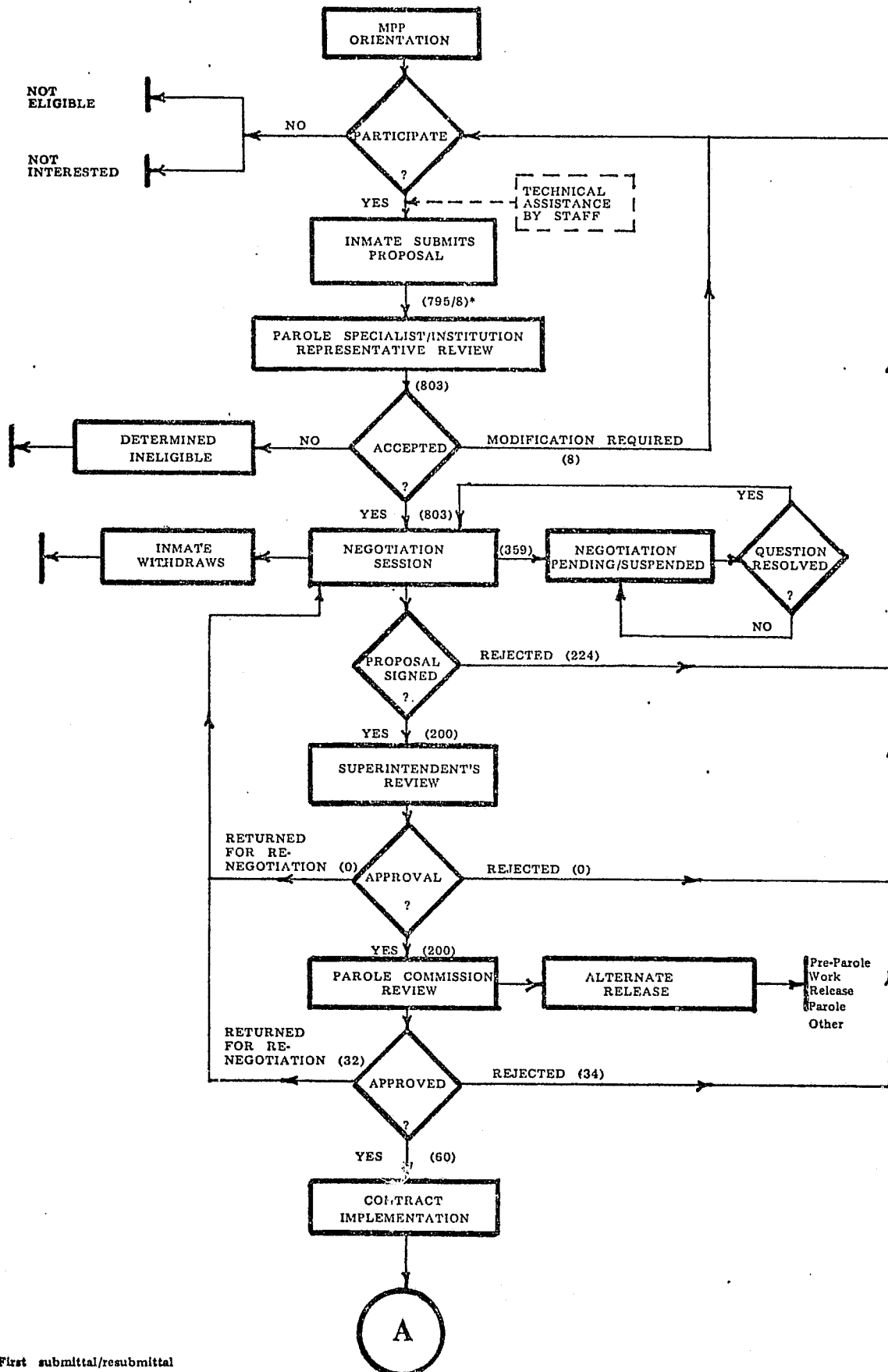
Circles are used to indicate entry points to the procedural components. A symbol (a) at the bottom of a chart means that the next step in sequence begins at the top of the contract implementation flow chart. Terminal or end

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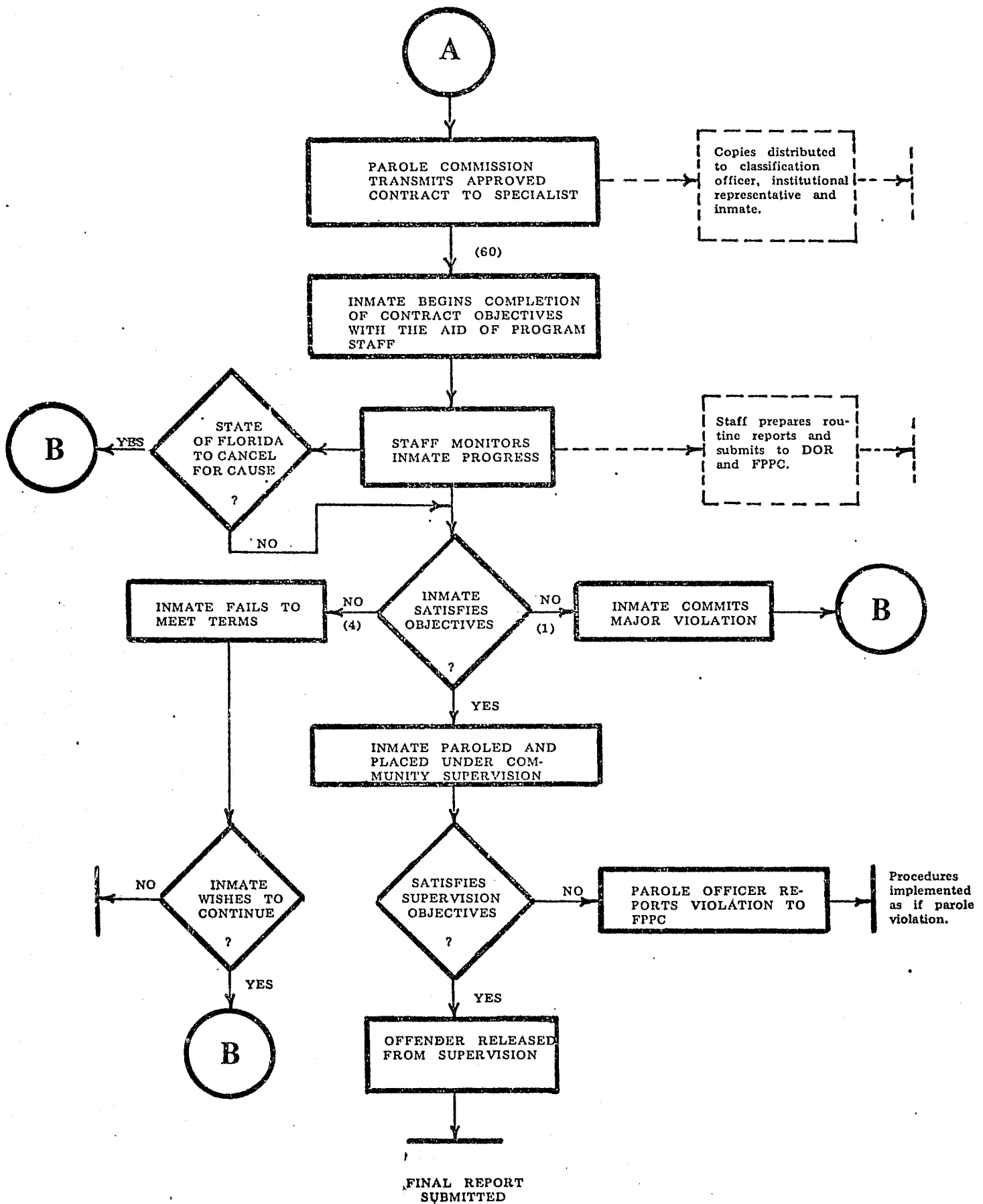
points are designated by \dashv symbols.

Dashed symbols indicate on-going program management functions or functions that are ancillary to the primary program path.

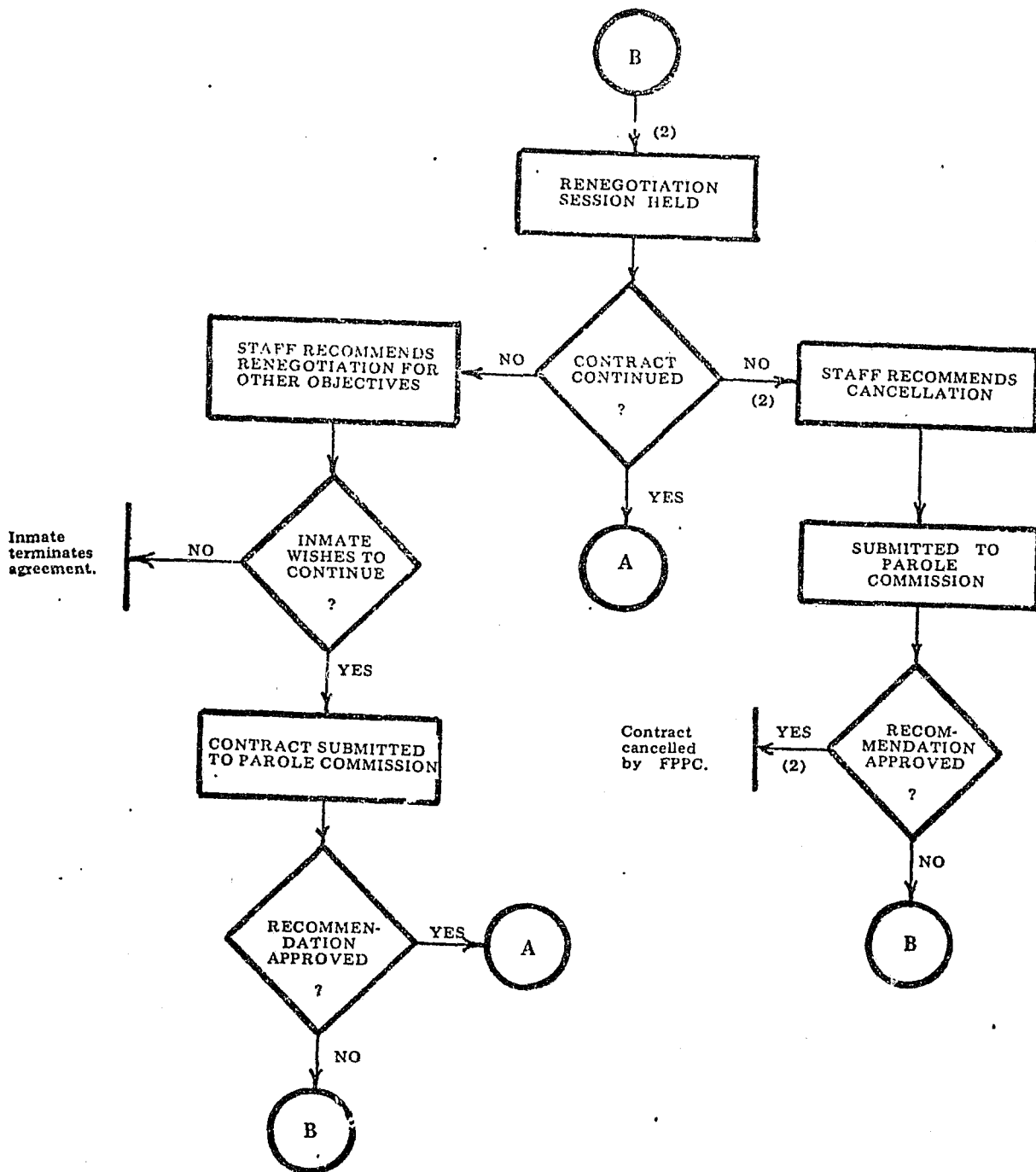
MUTUAL PARTICIPATION PROGRAM
CONTRACT APPROVAL
FLOW CHART
(Status as of January 31, 1977)



MUTUAL PARTICIPATION PROGRAM
CONTRACT IMPLEMENTATION
FLOW CHART



MUTUAL PARTICIPATION PROGRAM
RENEGOTIATION
FLOW CHART



CHARACTERISTICS OF MPP PARTICIPANTS AND
CHARACTERISTIC CONTRACT OBJECTIVES

The following tables summarize certain demographic characteristics of those participating in the program and common objectives of contracts acted upon by the Commission during this time period. The tables related to inmates rejected presents only 31 contracts from a total of 34 denied by the Commission during this time period. The remaining denied contracts are not, at this time, available for inclusion.

It should be noted that this data is provided only as an indicator of common characteristics of a very limited sample and should not be used as a basis to form significant conclusions about the program.

DEMOGRAPHIC CHARACTERISTICS OF PARTICIPANTS
WHOSE CONTRACTS WERE APPROVED

The tables provided below describe the ethnic, offense and length of stay characteristics common to the sixty (60) MPP participants whose proposed contracts were successfully negotiated and subsequently approved by the Florida Parole and Probation Commission as of January 31, 1977.

TABLE 1A: ETHNIC DISTRIBUTION OF PERSONS WHOSE
CONTRACTS HAVE BEEN APPROVED BY FPPC

<u>GROUP*</u>	<u>NUMBER</u>	<u>PERCENTAGE</u>
Caucasian Male	27	46%
Black Male	20	33%
Other Male	2	3%
Caucasian Female	5	8%
Black Female	6	10%

*There were no females in the (OTHER) categories in this sample.

These tables as well as those presented below are organized by ethnic grouping. This is not to imply that this variable is any more significant to the analysis of the program than any other; in this instance, demographic data was merely readily available for determining ethnic characteristics. It should be noted that the analysis of this ethnic data would only be meaningful in the context of the data relative to the inmate population of the seven institutions involved in the program as well as other pertinent information as to the probable explanations for any apparent disproportionate distributions. Recognizing this, the staff has undertaken the design of an evaluation concept that will identify significant variables to be used in on-going program evaluations and will define appropriate uses of data collected to assure rigorous and meaningful analysis.

TABLE IB: SENTENCED OFFENSE BY ETHNIC GROUPING OF
THOSE WHOSE CONTRACTS HAVE BEEN APPROVED BY FPPC

Offense	Caucasian Male	Black Male	Other Male	Caucasian Female	Black Female	Total	% Of Total
Mnsltr.	1	0	0	0	1	2	3%
Robbery	6	8	0	0	1	15	25%
Burglary	12	4	1	1	0	18	30%
Larceny	2	1	0	0	2	5	8%
Forgery	3	3	0	1	1	8	13%
Rape	0	2	0	0	0	2	3%
Narcotics	2	1	1	3	1	8	13%
Other	1	1	0	0	0	2	3%
Total	27	20	2	5	6	60	100%

TABLE IC: AVERAGE LENGTH OF SENTENCE BY ETHNIC GROUPING
OF THOSE WHOSE CONTRACTS HAVE BEEN APPROVED BY FPPC

	Average Length Of Sentence
Caucasian Male	7.40 yrs
Black Male	7.75 yrs
Other Male	7.00 yrs
Caucasian Female	4.70 yrs
Black Female	5.50 yrs
Average for all Participants	6.50 yrs

*Sentenced under statutes not capital offenses

TABLE 1D: AVERAGE CONTRACT OBJECTIVES VS
AVERAGE LENGTH OF INCARCERATION/SUPERVISION

	MPP Contracts <u>Approved by FPPC</u>
Average Length of Stay	23.9 months**
Average Length of Supervision	26.7 months***

**Average time from date of DOR admission to date of parole established as contract objective. Average time from date of contract to parole date is currently 9.07 months.

***Average contract objective based on date of parole to date of supervision termination.

CHARACTERISTICS OF PARTICIPANTS WHOSE CONTRACTS
HAVE BEEN REJECTED BY FPPC

The following tables present certain demographic characteristics common to inmates who have submitted proposals that were successfully negotiated but that were subsequently rejected by the Florida Parole and Probation Commission. These proposed contracts were returned to the inmate upon decision by the FPPC that the proposed contract was unacceptable and/or contained objectionable provisions beyond what could reasonably be corrected through renegotiation.

These tables were based upon a sample of thirty-one (31) of the thirty-four (34) proposed contracts that were rejected by FPPC as of January 31, 1977. Again, it should be noted that such a sample is far too small to derive any meaningful analysis after only three months of program operation.

TABLE 2A: ETHNIC DISTRIBUTION OF PERSONS
WHOSE CONTRACTS HAVE BEEN REJECTED BY FPPC

<u>GROUP*</u>	<u>NUMBER</u>	<u>PERCENTAGE</u>
Caucasian Male	4	13%
Black Male	5	16%
Caucasian Female	8	26%
Black Female	13	42%
Other Female	1	3%

*There were no males in the (OTHER) categories in this sample.

TABLE 2B: SENTENCED OFFENSE BY ETHNIC GROUPING OF PERSONS WHOSE CONTRACTS HAVE BEEN REJECTED BY FPPC

<u>OFFENSE</u>	<u>CAUCASIAN MALE</u>	<u>BLACK MALE</u>	<u>CAUCASIAN FEMALE</u>	<u>BLACK FEMALE</u>	<u>OTHER FEMALE</u>	<u>TOTAL</u>	<u>% OF TOTAL</u>
Murder*	0	1	1	3	0	5	16%
Manslaughter							
Robbery	2	1	0	3	0	6	20%
Assault	0	0	0	1	0	1	03%
Burglary	1	2	1	0	1	5	16%
Larceny	1	1	1	0	0	3	09%
Forgery	0	0	3	3	0	6	20%
Narcotics Violations	0	0	2	2	0	4	13%
Other	0	0	0	1	0	1	03%
Total	4	5	8	13	1	31	100%

*Sentenced under statutes not classified as capital offense

TABLE 2C: AVERAGE LENGTH OF SENTENCE BY ETHNIC GROUPING OF THOSE WHOSE CONTRACTS HAVE BEEN REJECTED BY FPPC

	<u>AVERAGE LENGTH OF SENTENCE</u>
Caucasian Male	6.75 yrs
Black Male	9.30 yrs
Caucasian Female	5.30 yrs
Black Female	7.30 yrs
Other Male	5.00 yrs
Average for all Participants	7.00 yrs

TABLE 3A: OBJECTIVES COMMON TO CONTRACTS APPROVED
(AS OF JANUARY 31, 1977)

OBJECTIVES	CAUCASIAN MALE	BLACK MALE	OTHER MALE	CAUCASIAN FEMALE	BLACK FEMALE	TOTAL	GROUP
Work Objectives	27	20	2	5	6	60	100%
Clerical Training	1	2	0	2	1	6	10%
Technical Training	6	7	0	0	3	16	27%
Construction, Maintenance	21	16	2	3	4	46	77%
Lower Education	4	8	1	0	1	14	23%
General Education Diploma	6	4	1	3	2	16	27%
Drug Counseling	10	6	1	3	1	21	35%
Participation in Alcoholics Anonymous Program	12	5	0	0	1	18	30%
Social Counseling	12	12	1	1	0	26	43%
Counseling on Parole	12	4	1	4	5	26	43%
# Persons Receiving Counseling as per Contract	24	17	2	5	5	53	88%
Number to Receive Work Release	21	19	2	5	6	53	88%
Restitution	7	6	0	1	1	15	25%
Child Support	1	5	0	0	1	7	12%

PROPOSED CONTRACT OBJECTIVES

The final table displays typical contract objectives by ethnic group. As before, the extreme right hand columns give total and percentage figures for each category. To insure clarity, a brief description of each of the objective categories is included below.

WORK OBJECTIVE - This is a productive work assignment that assists in the operation of the institution.

CLERICAL TRAINING - This category shows numbers of persons engaged in either training programs or work assignments designed to aid them in securing employment in the clerical professions. Included here are such programs as key punch training and secretarial courses.

TECHNICAL TRAINING - Represented here are programs providing education in such areas as small engine repair, nurses aid training, automobile repair and others.

CONSTRUCTION AND MAINTENANCE - Shown here are numbers of persons either engaged in institutional maintenance work assignments or in training programs orientated towards employment in construction occupations. The first subcategory includes such work assignments as grounds keeper, cooks helper, laundry aide, etc. Persons in this category are not necessarily being provided with "salable" skills. There is a certain amount of overlap between the above three categories as a given individual

may participate simultaneously in institutional maintenance and vocational training.

LOWER EDUCATIONAL - This designates individuals involved in educational programs at the elementary or secondary level and who are not expected to obtain their GEDs as a result, either from lack of time or lack of ability. Also included herein are persons entered into English language courses. In all cases, an expected level of approval is given in the body of the contract.

GENERAL EDUCATION DIPLOMA - This category reflects individuals for whom the attainment of a GED is a contract requirement.

DRUG COUNSELING - Is self explanatory.

PARTICIPATION IN ALCOHOLICS ANONYMOUS PROGRAM - Is self explanatory.

SOCIAL COUNSELING - Includes both group and individual counseling not related to a specific substance abuse.

COUNSELING ON PAROLE - Includes all individuals required to participate in any sort of counseling or AA while on parole or work release.

NUMBER OF PERSONS RECEIVING ANY COUNSELING - Gives the number of persons for whom one or more of the above counseling situations is a contract requirement.

NUMBER TO RECEIVE WORK RELEASE - Gives the total number of individuals required to complete a period of work release prior to parole as a condition of the contract.

RESTITUTION - Gives number of individuals required to provide restitution.

CHILD SUPPORT - Gives the number of individuals required to pay child support as a contract objective.

With regard to those who are required to complete a period of work release prior to parole, the average length of time required to be spent in this program, for those whose proposed contracts were approved, was 4.4 months. For those whose proposed contracts were disapproved by the FPPC the average was 4.0 months.

APPENDIX A

THE FOLLOWING ARE EXAMPLES OF THE TYPE OF PROGRAM
EVALUATION STANDARD CURRENTLY UNDER MUTUAL
CONSIDERATION BY PROGRAM STAFF, FPPC AND
ITS STAFF, AND THE BUREAU OF
PLANNING, RESEARCH AND STATISTICS/DOR.

PROPOSED PERFORMANCE STANDARDS FOR
MUTUAL PARTICIPATION PROGRAM (FY 77-78)

- 95% of the inmates involved in orientation process will understand the requirements for participation in the Mutual Participation Program.
- 100% of proposals will be reviewed within thirty days of date of submission.
- 80% of all proposals submitted for formal negotiation will be favorably approved within 30 calendar days from the date that the review is completed.
- 95% of all successfully negotiated proposals will be approved by the superintendent upon this review within five (5) working days from the date of signing of the proposed contract by the three parties involved in negotiation.
- 100% of proposed contracts will be acted upon by the Parole Commission within twenty (20) working days from the date of receipt for review.
- 75% of all successfully negotiated contracts submitted for the first time will be approved by the Parole Commission.
- 90% of all successfully renegotiated contracts will be approved by the Parole Commission upon submission.
- 90% of the inmates whose contracts are approved will satisfactorily complete their institutional objectives.
- 80% of those contracts referred for renegotiation as a result of failure to satisfy objectives will be referred to the Parole Commission with new objectives.

- 90% of those contracts referred for renegotiation as a result of major violations will be referred to the Parole Commission with a recommendation for cancellation.
- 80% of those offenders involved in pre-parole work release will successfully complete this phase of the contract and be paroled.
- 80% of those who do not successfully complete work release objectives will be referred to the Parole Commission with recommendations for cancellation.
- 80% will successfully complete community supervision objectives.
- 100% of those who fail to successfully complete community supervision objectives will be reported to the Parole Commission and 80% will have an accompanying recommendation that parole should be revoked.
- 10% of those who fail to successfully complete community supervision objectives will be referred to the Parole Commission with a recommendation for renegotiation of special conditions of parole.
- 10% of those who fail to successfully complete community supervision objectives will be referred to the Parole Commission with recommendations that the offender should continue on parole without modifications to original conditions.
- 90% of the contracts that have been renegotiated or that are continued without modification upon review by the Parole Commission will successfully complete community supervision objectives.
- The average length of community supervision for offenders in the Mutual Participation Program shall not exceed 24 months.

APPENDIX B

THIS APPENDIX CONSISTS OF A COPY OF THE
"EMERGENCY RULES" UNDER WHICH THE MUTUAL PARTICIPATION
PROGRAM HAS BEEN IMPLEMENTED DURING ITS FIRST MONTHS OF OPERATION

Please note that the MPP "Emergency Rules" for the Commission are
identical to those of the Department of Offender Rehabilitation.

EMERGENCY RULES
OF THE
DEPARTMENT OF OFFENDER REHABILITATION
CHAPTER 33ER76
MUTUAL PARTICIPATION PROGRAM

33ER76-1.01	Definitions
33ER76-1.02	Scope of Responsibility
33ER76-1.03	Criteria for Program Eligibility
33ER76-1.04	Contract Provisions
33ER76-1.05	Criteria for Parole under the Mutual Participation Program
33ER76-1.06	Contract Processing
33ER76-1.07	Parole Supervision Criteria
33ER76-1.08	Procedures
33ER76-1.09	Contract Form

33ER76-1.01 DEFINITIONS. For the purpose of CHAPTER
33ER76.

(1) "Mutual Participation Program" (MPP) shall mean a contractual instrument wherein the terms of institutional confinement, a guaranteed parole date, the terms of parole supervision, and release from parole are agreed to by the Department of Offender Rehabilitation, the Parole and Probation Commission and the inmate.

(2) "Department" shall mean the Department of Offender Rehabilitation.

(3) "Commission" shall mean the Parole and Probation Commission.

(4) "Inmate" shall refer to any person who is under commitment by a court of competent jurisdiction to the custody of the Department.

(5) "Mutual Participation Program Coordinator" shall mean an individual employed by the Department who acts as a Coordinator-Advisor between the Department, the Commission, and the inmate.

(6) "Work Program" shall mean productive work assignments.

(7) "Contract Parole Specialists" means those individuals employed by the Commission and assigned to one of the institutions within the Department to negotiate Mutual Participation Program contracts.

(8) "Orientation" shall refer to the process of informing all inmates regarding Mutual Participation Program.

(9) "Negotiation" shall mean that period of program planning where representatives of the Department, the Commission and the inmate meet in a planning session to develop a program designed for the individual inmate, that is realistic and can be agreed upon by all parties.

(10) "Re-negotiation" shall refer to the process of reconsideration of the agreement terms because of factors not known or not present at the time of the original negotiations.

(11) "Release Date" shall mean the date the inmate is to be released from incarceration.

33ER76-1.02 SCOPE OF RESPONSIBILITY.

(1) The Department and Commission shall jointly plan and carry out an orientation program to insure that all inmates are informed of the Mutual Participation Program.

(2) The Department and the Commission shall jointly share information regarding inmates involved in or applying to the Mutual Participation Program.

(3) Once negotiations are completed, the contract shall be finalized within five (5) work days and forwarded to the Commission. The Commission, upon receipt of the contract, shall approve, disapprove, or refer for renegotiation within twenty (20) working days.

(4) The Department shall be responsible for providing any services or programs agreed to under the terms of the contract.

(5) The Commission shall be responsible for paroling the inmate on the agreed release date subject to successful completion of the terms of the contract.

(6) It shall be the responsibility of the inmate to initiate a request for consideration for the program.

(7) It shall be the responsibility of each inmate under contract to become involved in/and successfully and timely complete each objective of the Mutual Participation Program contract.

33ER76-1.03 CRITERIA FOR PROGRAM ELIGIBILITY.

All inmates within the Department shall be eligible for consideration for Mutual Participation Program participation, provided:

- (1) They have not been sentenced as a habitual felony offender under SS775.084, Florida Statutes.
- (2) They have not been convicted for a capital or life felony under SS775.081, 775.082 or 775.083, Florida Statutes.
- (3) They are within five years of their tentative release date and are eligible for parole.

General Authority 20.315, Florida Statutes; Chapter 76-274, Laws of Florida. Law Implemented Chapter 76-274, Laws of Florida. New 9-1-76.

33ER-1.04 CONTRACT PROVISIONS.

(1) All contracts shall include all time periods from the date of the contract, through the period of incarceration and termination from parole supervision.

(2) Contracts shall be individualized as negotiated by the inmate, the Department, and the Commission.

(3) Contracts shall not be written to provide for release from incarceration in less than the minimum sentence requirements.

(4) All contracts shall include provisions for a work program.

(5) Contracts shall not be written to require academic classroom instruction at the college level.

(6) Each contract successfully negotiated may include but is not limited to the following objectives that must be successfully completed before the inmate can be released on the agreed upon release date:

- (a) Academic Program not at the college level
- (b) Vocational Programs
- (c) Special Counseling
- (d) Restitution
- (e) Pre-parole Work Release
- (f) Transfers
- (g) Behavioral Objectives

(7) Contracts shall not be binding until final approval by the Parole and Probation Commission.

(8) Contracts shall not be written for a period of less than three (3) months or more than two (2) years of incarceration.

33ER76-1.05 CRITERIA FOR PAROLE UNDER THE MUTUAL PARTICIPATION PROGRAM.

Factors considered by the Commission in determining the desirability for approving an individual mutual participation agreement:

- (1) The type of crime(s) and surrounding circumstances for which the inmate was imprisoned.
- (2) The inmate's prior criminal record, including the nature and circumstances, recency and frequency of previous offenses.
- (3) The inmate's attitude toward law and authority.
- (4) The inmate's conduct and attitude during any previous experience of probation or parole and the recency of each experience.
- (5) The inmate's attitude toward parole.
- (6) The inmate's ability and readiness to assume obligations and undertake responsibilities.
- (7) The inmate's family status and whether he has relatives who display an interest in him, or whether he has other close and constructive associations in the community.
- (8) The inmate's employment history, his occupational skills, and stability of his employment.
- (9) The inmate's personality, including his maturity, stability, sense of responsibility and any apparent development in his personality which may promote or hinder his conformity to the law.

(10) The inmate's conduct in the institution, including particularly whether he had taken advantage of the opportunities for self-improvement afforded by the institutional program.

(11) Observation of the court officials, law enforcement officials, interested community members; observation on organized crime involvement, lone operators, gang operations and the current status of those thought to have been involved in these offenses.

(12) The inmate's past use of narcotics, or past habitual and excessive use of alcohol.

(13) The type of residence, neighborhood or community in which the inmate plans to live.

(14) The adequacy of the inmate's parole plan.

General Authority 20.315, Florida Statutes; Chapter 76-274, Laws of Florida. Law Implemented Chapter 76-274, Laws of Florida. New 9-1-76.

33ER76-1.06 CONTRACT PROCESSING

(1) Should one of the objectives, successfully negotiated, include a period of work release the approval of the agreement by the Commission shall constitute a recommendation to the Department of the inclusion of the inmate in the pre-parole work release program.

(2) The inmate shall have the right to terminate this contract at any time, without cause. The inmate may cancel the contract by notifying the Commission and the Department representative, in writing, of his election to no longer participate in the program. The Commission and the Department shall no longer be under any obligation to comply with the negotiated terms. No penalty shall attach to the inmate's election to terminate the contract and he shall return to his prior status pursuant to Sections 947.16 and 947.17, Florida Statutes. Reconsideration under the Mutual Participation Program shall not commence for a period of at least (90) ninety days.

(3) The Contract may be cancelled for good cause if the inmate fails to meet the objectives and/or if relevant information formerly unknown is brought to the attention of the Department/or the Commission.

General Authority 20.315, Florida Statutes; Chapter 76-274, Laws of Florida. Law Implemented Chapter 76-274, Laws of Florida. New 9-1-76.

33Er76-1.07 PAROLE SUPERVISION CRITERIA.

The Commission shall determine prior to approval of the agreement the length of the parole supervised period, after study and consideration of the merits of the individual case. The fourteen factors used to determine the granting of parole shall also be used in determining the length of the parole supervision period. If the parole period is to exceed two (2) years in duration the inmate shall be informed of the reasons in writing at the time the agreement is placed into effect. Following the completion of an agreement and release, the parolee shall be expected to obey the following conditions of parole:

- (1) Promptly upon being released on parole, I will proceed to _____, where I will reside. Immediately upon my arrival, I will report by mail, telephone or personal visit to the Parole and Probation Supervisor under whose supervision I am to be placed.
- (2) I will not change my residence or employment or leave the county of my residence, without first procuring the consent of my Parole and Probation Supervisor.
- (3) I will, before the fifth day of each month, until my final release, make a full and truthful report to my Parole and Probation Supervisor on the form provided for that purpose.
- (4) I will not use intoxicants of any kind to excess; nor use or possess any narcotics, marijuana or drugs obtained illegally; nor visit places where intoxicants or drugs are unlawfully sold, dispensed or used.

(5) I will not visit gambling place or associate with persons of harmful character or bad reputation.

(6) I will in all respects conduct myself honorably; work diligently at a lawful occupation; support my dependents, if any, to the best of my ability, and live within my income.

(7) I will not own or carry or have in my constructive possession any weapons, without first securing the consent of my Parole and Probation Supervisor, except as expressly authorized by statute.

(8) I will live and remain at liberty without violating the law.

(9) I will not leave the State of Florida without the permission of my Parole and Probation Supervisor. And, if permitted to leave, I do waive all extradition rights, process and proceedings for return.

(10) I will promptly and truthfully answer all inquiries directed to me by the Commission or by my Parole and Probation Supervisor and I will comply with all instructions given to me by my Supervisor or the Commission.

(11) I understand that I am to remain on parole until released therefrom by the Commission.

(12) I will abide by all statutory conditions of parole.

In addition to the above standard conditions of parole, the Commission may elect to require the parolee to comply with special conditions of parole. These special conditions

of parole may include but not be limited to a stipulation as to location of parole, abstention from alcoholic beverages, restraints placed on associations, specific driving restraints, participation in vocational counseling and treatment counseling programs, stipulations related to employment, and requirements of restitution and/or child support, stipulations concerning medical examinations for the purpose of determining the use of narcotics.

General Authority 20.315, Florida Statutes; Chapter 76-274, Laws of Florida. Law Implemented Chapter 76-274, Laws of Florida. New 9-1-76.

33ER76-1.08 PROCEDURES.

(1) Orientation: Information regarding Mutual Participation Program will be made available to all inmates.

(2) Eligibility: Prior to the submission of any proposal each inmate must meet the three basic requirements for consideration for the program.

(3) Proposal: Each inmate eligible and desiring to participate is responsible for preparation of an initial proposal for consideration by the negotiating team. Although the initial effort should be that of the inmate, assistance may be provided by representatives of the Department or Commission.

(4) Negotiations: Following submission of the proposal by the inmate it shall be reviewed by representatives of both the Department and the Commission, either of which may request that negotiations be scheduled for further consideration of an agreement. All negotiating shall take place with the inmate and representatives of the Department and Commission present affording free and open discussion of the proposed terms. No one member of the team shall dictate the terms of a contract and efforts shall be made by representatives of the Department and the Commission and the inmate to reach practical and agreeable terms. Unless representatives of the Department and the Commission and the inmate are in agreement no contract can be written. Should the Department

or the Commission determine that the proposed contract terms are unacceptable the inmate shall be informed of the decision and the reasons thereof in writing.

Once the objectives are agreed upon by representatives of the Department and the Commission and the inmate the contract shall be prepared at the institution, signed by all participants, and then forwarded to the Commission with a copy to the Mutual Participation Program Coordinator. Upon approval by the majority of the Commission the inmate shall be informed in writing and the contract shall be in force. The original copy of the contract shall be retained by the Commission with copies to representatives of the Department, the Commission, the Mutual Participation Program Coordinator, and to the inmate.

(5) Re-negotiation or Cancellation: Should the negotiated agreement not be approved by the Commission, the inmate shall be notified in writing of the reasons for rejection and the proposed contract shall be returned to the negotiating team for possible re-negotiation.

Contracts may also be cancelled and submitted to the negotiating team for new negotiations when:

- (1) There is failure on the part of any party to fulfill the terms of the contract.
- (2) New factors develop that are relevant and significantly affect the contract that were not known at the time of negotiations and contract approval.

(6) Monitoring: During the term of the contract the Department shall furnish the Commission with reports evaluating the progress that is being made toward completion of the contract objectives. A final report shall be prepared and forwarded to the Commission forty-five (45) days prior to the release date as specified by the contract. Such final report shall certify completion or failure to complete the terms of the contract. Failure on the part of the inmate to meet one or more of the objectives of the Mutual Participation Program contract shall result in a hearing. Additionally, the Department and the Commission shall jointly monitor the total program in order to prepare yearly reports to the Legislature as well as provide evaluation for future program direction.

(7) Parole: Upon certification that the inmate has successfully completed terms of the contract, the inmate shall be released on or before the date specified in the contract, by order of the Commission.

(8) Violation of Terms of Parole: Nothing contained herein shall alter the Commission's right to revoke parole pursuant to SS947.21, Florida Statutes. Violation of the terms or conditions upon which an individual is released on parole may render the parolee liable to arrest and return to prison.

(9) Discharge from Parole: In all cases the supervision term cannot extend beyond the length of the total sentence, albeit, pursuant to SS947.24, Florida Statutes, the Commission may discharge a person from parole prior to the agreed upon date.

General Authority 20.315, Florida Statutes; Chapter 76-274, Laws of Florida. Law Implemented Chapter 76-274, Laws of Florida. New 9-1-76.

MUTUAL PARTICIPATION AGREEMENT

INTRODUCTION:

This agreement, made this day between the Florida Department of Offender Rehabilitation, and the Florida Parole and Probation Commission has as its purpose, the formulation of mutual responsibilities reflecting an individualized program to prepare _____ for a successful community adjustment following release on parole. All parties agree as follows:

PART I, Inmate:

Inmate's Name

FPPC#
DOR#

Negotiation Date

I, _____, understand and agree to successfully complete the objectives outlined in this document. Upon completion of these objectives, I understand that I will be granted a parole. I will, to the best of my ability, carry out the objectives and realize that failure to do so will cancel the terms of the agreement as described below.

PART II, Department of Offender Rehabilitation:

The Department of Offender Rehabilitation, agrees to furnish all available programs and services as specified in Part IV below to enable _____ to successfully complete the objectives of this agreement.

PART III, Florida Parole and Probation Commission:

The Florida Parole and Probation Commission agrees that the above named inmate will be paroled on _____ and released from parole supervision on _____ contingent upon successful completion of the objectives mentioned below as certified in the final report to the Commission, by the Department of Offender Rehabilitation.

PART IV, Objectives:

a. Incarceration Objectives:

b. Parole Supervision Objectives:

PART V, Interpretation Provisions:

This agreement may be re-negotiated or cancelled under the following circumstances:

1. There is failure on the part of any party to fulfill the terms of the contract.
2. New factors develop that are relevant and significantly affect the contract that were not known at the time of negotiations and contract approval.

PART VI, Contract Hearings:

Failure on the part of the inmate to meet one or more of the Mutual Participation Program objectives shall result in a hearing. The results of said hearing shall be forwarded to the Commission for final disposition. Said disposition shall be in writing and set forth the facts upon which said decision is based.

IN WITNESS WHEREOF the parties undersigned have hereunto set their hands and seals on the dates indicated.

Department of Offender Rehabilitation
Negotiating Representative

Date _____

Florida Parole and Probation
Negotiating Representative

Date _____

Signed _____
Inmate

Date _____

Signed _____
Secretary of the Department of Offender
Rehabilitation or Representative

Date _____

Signed _____

Chairman of Florida Parole and Probation Commission or Designated Commissioner

Date _____

General Authority 20.315, Florida Statutes; Chapter 76-274, Laws of Florida. Law Implemented Chapter 76-274, Laws of Florida. New 9-1-76.

APPENDIX C

THIS APPENDIX CONSISTS OF A COPY OF THE "ORIENTATION MANUAL"
AND THE BROCHURE THAT IS PRESENTLY BEING PROVIDED TO EACH
INMATE ON ADMISSION TO AN INSTITUTION CURRENTLY
OFFERING THE MUTUAL PARTICIPATION PROGRAM

INMATE RESPONSIBILITY

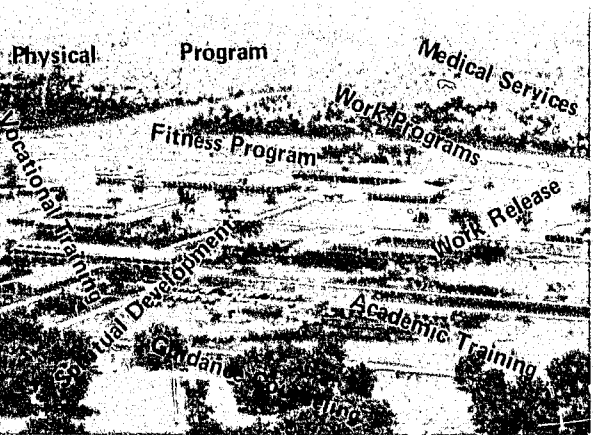
It is the inmate's responsibility to be active in the negotiation of his contract and to present a realistic proposal, that can be completed in a satisfactory and timely manner.

Objectives must be specifically stated and measurable as to the results expected and time factors involved.



INSTITUTION RESPONSIBILITY

The Institution shall be responsible for providing all services agreed to in the contract. Initially, program contract objectives will be limited to the institution where the contract was negotiated and/or work release.



COMMISSION RESPONSIBILITY

The Florida Parole & Probation Commission must establish a firm parole date and honor it if the inmate fulfills the terms of the mutually agreed upon contract.

RENEGOTIATION

Renegotiation shall refer to the process of reconsideration of the agreement terms. Renegotiation will result because of factors not known or not present at the time of the original negotiation, violation of the agreement, at the request of the inmate, or due to the institution not being able to provide services as specified in the contract.

DEPARTMENT OF OFFENDER REHABILITATION
MPP RENEGOTIATION

Name _____ Date of Violation _____ Inst. _____
Agreement clause (s) in violation: _____
Facts surrounding violation: _____
Steps taken by inmate to avoid violation: _____
Inmate's proposal for renegotiation of agreement: _____
Counselor's recommendation: _____

Department or Commission Staff Member
Date

REVIEW BY NEGOTIATING TEAM

DISPOSITION:
____ Continued
____ Cancelled
____ Renegotiated
COMMENTS: _____

NEGOTIATING TEAM MEMBERS:
(Date) _____
(Date) _____
(Date) _____

DOR-MPP-2

CANCELLATION

Contracts may be cancelled due to:

- (1) Failure on the part of the inmate to complete any item in the contract.
- (2) New factors which may develop that are relevant and significantly affect the contract as written.

VOLUNTARY CANCELLATION

Any inmate may terminate his contract at any time without cause. The inmate may cancel his contract by notifying the Commission and the Department Representative in writing of his decision to no longer participate in the program. Reconsideration under the Mutual Participation Program shall not commence for a period of at least 90 days.

DEPARTMENT OF OFFENDER REHABILITATION
MPP VOLUNTARY CANCELLATION

The Mutual Participation Program of which my contract is a part, has been explained and discussed with me. I thoroughly understand the program. I have been advised of my right to renegotiate or cancel my contract. I do not wish to participate in this program, and I am cancelling my contract, withdrawing from the program, and am waiving such right to participate for a period of 90 days.

(Name) _____
(Number) _____
(MPP Counselor) _____ Date _____
DOR-MPP-3

This document promulgated at a cost of \$.01 per copy-- To provide information to the Department of Offender Rehabilitation and to provide practice in production for graphic arts students.



DEPARTMENT
OF OFFENDER
REHABILITATION
LOUIE L. WAINWRIGHT, SECRETARY

MUTUAL
PARTICIPATION
PROGRAM

October 1976

WHAT IS MPP?

The Mutual Participation Program provides institutional inmates with the opportunity to enter into contract negotiations with the Department of Offender Rehabilitation and the Florida Parole & Probation Commission for a specific parole release date.

GOALS AND OBJECTIVES

The goals and purposes of the Mutual Participation Program are to:

- (A) Require cooperation and coordination between the Department of Offender Rehabilitation and the Florida Parole and Probation Commission.
- (B) Provide the inmate with an opportunity to become involved in the decision making process concerning his future.
- (C) Provide the inmate with clearly defined requirements for being paroled.
- (D) Provide the inmate with a guaranteed parole release date.
- (E) Require institutional accountability in providing specific programs, and/or services as agreed to in the contract.
- (F) Place the responsibility directly on the inmate for completing the contract in a satisfactory and timely manner.
- (G) Require the Florida Parole and Probation Commission to parole the inmate if he satisfactorily meets the objectives.

WHO IS ELIGIBLE?

All inmates within the Department shall be eligible for consideration for the Mutual Participation Program provided:

1. They have not been sentenced as a habitual felony offender under 775.084, Florida Statutes.
2. They have not been convicted for a capital or life felony under 775.081, 775.082, or 775.083, Florida Statutes.
3. They are within five years of their tentative release date and are eligible for parole.
4. They have made a satisfactory institutional adjustment and are not classified as close management.
5. They have satisfactorily participated in a correctional work program.



HOW TO APPLY

Inmates who are eligible for the Mutual Participation Program should contact the Contract Parole Specialist, Institutional Representative, or Mutual Participation Program Counselor at the institution for a Mutual Participation Program Proposal Form. The Mutual Participation Program Proposal Form is to be filled out by the inmate.

If the inmate requests assistance in the preparation of the MPP Proposal Form, the Contract Parole Specialist, Institutional Representative, or MPP Counselor will assist.

DEPARTMENT OF OFFENDER REHABILITATION MPP INMATE PROPOSAL FORM

(Inmate Name) (Number) (Institution) (Date)

INSTRUCTIONS: In preparation of the Inmate Mutual Participation Program Work Sheet, all proposed criteria must be filled in completely with specific detail to time factor and proposed accomplishments.

PROPOSED CRITERIA

1. Work Assignment
2. Skill Training
3. Academic Program (Not at College Level)
4. Treatment
5. Behavioral Objectives
6. Pre-parole Work Release
7. Restitution
8. Special Counseling
9. Parole Proposal
10. Requirements While on Parole
11. Other
12. Desired Release Date

Inmate's Signature _____ Date _____

DISPOSITION OF PROPOSAL

DATE SET FOR NEGOTIATION _____

RESULTS OF NEGOTIATION:

Approved _____ Suspended _____
Denied _____ Continued _____

Negotiation Suspended: _____
(Inmate Signature) Date

Staff Witness: _____
Date

DOR-MPP-1

CONTRACT NEGOTIATION

All contract negotiations will take place with the inmate and representative of the Department and Commission present affording free and open discussion of the proposed terms. No one member of the Team shall dictate the terms of a contract and efforts shall be made by representatives of the Department and the Commission and the inmate to reach realistic and agreeable terms.

Contracts shall not be written for a period of less than 3 months or more than 24 months incarceration.

ELIGIBLE FOR PAROLE

The inmate must successfully complete the Objectives or Conditions of his contract to obtain parole release on the mutually agreed upon date.

CRITERIA FOR PAROLE UNDER THE MUTUAL PARTICIPATION PROGRAM. Factors considered by the Commission in determining the desirability for approving an individual mutual participation agreement:

- (1) The type of crime (s) and surrounding circumstances for which the inmate was imprisoned.
- (2) The inmate's prior criminal record, including the nature and circumstances, recency and frequency or previous offenses.
- (3) The inmate's attitude toward law and authority.
- (4) The inmate's conduct and attitude during any previous experience of probation or parole and the recency of each experience.
- (5) The inmate's attitude toward parole.
- (6) The inmate's ability and readiness to assume obligations and undertake responsibilities.
- (7) The inmate's family status and whether he has relatives who display an interest in him, or whether he has other close and constructive associations in the community.
- (8) The inmate's employment history, his occupational skills, and stability of his employment.
- (9) The inmate's personality, including his maturity, stability, sense of responsibility and any apparent development in his personality which may promote or hinder his conformity to the law.
- (10) The inmate's conduct in the institution, including particularly whether he had taken advantage of the opportunities for self-improvement afforded by the institutional program.
- (11) Observation of the court officials, law enforcement officials, interested community members; observation on organized crime involvement, lone operators, gang operations and the current status of those thought to have been involved in these offenses.
- (12) The inmate's past use of narcotics, or past habitual and excessive use of alcohol.
- (13) The type of residence, neighborhood or community in which the inmate plans to live.
- (14) The adequacy of the inmate's parole plan.

DEPARTMENT OF OFFENDER REHABILITATION
FLORIDA PAROLE AND PROBATION COMMISSION

MUTUAL PARTICIPATION PROGRAM

ORIENTATION MANUAL

I. AUTHORITY

- (A) General Authority 20.315, Florida Statutes; Chapter 76-274, Laws of Florida.
- (B) Emergency Rules of the Department of Offender Rehabilitation, Chapter 33 E R 76 MPP.

II. PHILOSOPHY

The Mutual Participation Program provides institutional inmates with the opportunity to enter into contract negotiations with the Florida Parole and Probation Commission and the Department of Offender Rehabilitation for a specific parole release date. Prior to the actual negotiations, the inmate prepares a proposal. The proposal includes objectives or conditions such as work, skill training, education, behavior, treatment programs, or other special conditions while on parole which will be negotiated. The inmate must then successfully complete the objectives negotiated to gain parole release from the institution on the specified date. All agreements negotiated shall have an initial period of institutional incarceration which shall include satisfactory participation in a correctional work program. Only through

participation in this correctional work program shall an offender become eligible to progress to other phases in the program.

III. GOALS AND PURPOSES

The goals and purposes of the Mutual Participation Program are to:

- (A) Require cooperation and coordination between the Department of Offender Rehabilitation and the Florida Parole and Probation Commission.
- (B) Provide the inmate with an opportunity to become involved in the decision making process concerning his future.
- (C) Provide the inmate with clearly defined requirements for being paroled.
- (D) Provide the inmate with a guaranteed parole release date.
- (E) Require institutional accountability in providing specified opportunities, programs, and/or services as agreed to in the contract.
- (F) Place the responsibility directly on the inmate for completing the contract in a satisfactory and timely manner.
- (G) Require the Florida Parole and Probation Commission to parole the inmate if he satisfactorily meets the objectives.

IV. ORIENTATION OF INMATES AND STAFF

- (A) The initial orientation of inmates at each institution shall be done by the Mutual Participation Program Coordinator and the staff representatives from the Commission and Department.
- (B) Directives on the Mutual Participation Program shall be provided to all institutional libraries for inmate use. Institutional bulletin boards shall be used for posting policy memos, procedures, and other information concerning the Mutual Participation Program.
- (C) Institutional staff shall be oriented by the Mutual Participation Program Coordinator and the staff representatives from the Commission and the Department.
- (D) Institutional staff will be provided copies of the directive on the Mutual Participation Program as well as policy memos that affect the program.

V. CRITERIA FOR PROGRAM ELIGIBILITY AND PAROLE

- (A) All inmates within the Department shall be eligible for consideration for the Mutual Participation Program if they have maintained a satisfactory institutional adjustment and meet the criteria noted below in V (B). Inmates in disciplinary confinement or close management will not be eligible for consideration until released from confinement status. During negotiations, if an inmate is referred to the State Attorney's Office for possible prosecution, the proposal will not be considered.

(B) All inmates within the Department shall be eligible for consideration for the Mutual Participation Program provided:

- (1) They have not been sentenced as a habitual felony offender under 775.084, Florida Statutes.
- (2) They have not been convicted for a capital or life felony under 775.081, 775.082, 775.083, Florida Statutes.
- (3) They are within five years of their tentative release date and are eligible for parole.
- (4) Parole eligibility will depend upon the following factors:
 - a. The type of crime(s) and surrounding circumstances for which the inmate was imprisoned.
 - b. The inmate's prior criminal record, including the nature and circumstances, recency, and frequency of previous offenses.
 - c. The inmate's attitude toward law and authority.
 - d. The inmate's conduct and attitude during any previous experience of probation or parole and the recency of such experience.
 - e. The inmate's attitude toward parole.
 - f. The inmate's ability and readiness to assume obligations and undertake responsibilities.
 - g. The inmate's family status and whether he has relatives who display an interest in him, or whether he has other close and constructive associations in the community.

- h. The inmate's employment history, his occupational skills, and stability of his employment.
- i. The inmate's personality, including his maturity, stability, sense of responsibility and any apparent development in his personality which may promote or hinder his conformity to the law.
- j. The inmate's conduct in the institution, including particularly whether he had taken advantage of the opportunities for self-improvement afforded by the institutional program.
- k. Observation of the court officials, law enforcement officials, interested community members, observation of organized crime involvement, lone operators, gang operations and the current status of those thought to have been involved in these offenses.
- l. The inmate's past use of narcotics or past habitual or excessive use of alcohol.
- m. The type of residence, neighborhood, or community in which the inmate plans to live.
- n. The adequacy of the inmate's parole plan.

VI. TERMINOLOGY AND DEFINITIONS

- (A) "Mutual Participation Program (MPP)" shall mean a contractual instrument wherein the terms of institutional confinement, a guaranteed parole date, the terms of parole supervision, and release from parole are agreed to by

the Department of Offender Rehabilitation, the Florida Parole and Probation Commission, and the inmate.

- (B) "Mutual Participation Program Coordinator" shall mean an individual employed by the Department who acts as a Coordinator/Advisor between the Department, the Commission, and the inmate for the purpose of informing all parties of the inmate's performance of certain conditions and activities necessary to achieve release on parole.
- (C) "Work Program" shall mean productive work assignments.
- (D) "Contract Parole Specialists" shall mean those individuals employed by the Commission and assigned to the institutions within the Department to negotiate Mutual Participation Program Contracts.
- (E) "Negotiation" shall mean the period of program planning where representatives of the Department, the Commission, and the inmate meet in a planning session to develop a program designed for the individual inmate that is realistic and is agreed upon by all parties.
- (F) "Renegotiation" shall refer to the process of reconsideration of the agreement terms. Renegotiation will result because of factors not known or not present at the time of the original negotiation, violation of the agreement, at the request of the inmate, or due to the institution not being able to provide services as specified in the contract.

- (G) "Release date" shall mean the date the inmate is to be released from incarceration.
- (H) "Mutual Participation Program Counselor" shall mean an individual employed by the Department within an institution who will assist inmates in the preparation of contract proposals and negotiations if assistance is requested by the inmate.
- (I) "Institutional Representative" shall mean those individuals employed by the Department from the Classification Department who will represent the institution and the Department in negotiations.

VII. NEGOTIATING TEAM

The Negotiating Team is that group which actually negotiates a Mutual Participation Program contract. The Mutual Participation Program Negotiating Team will usually consist of the following members:

- (A) Contract Parole Specialist
- (B) Institutional Representative
- (C) Inmate
- (D) MPP Counselor (if inmate requests assistance in preparation or delivery of proposal)

VIII. PREPARATION OF INMATE PROPOSAL

- (A) Inmates who are eligible for the Mutual Participation Program should contact the Contract Parole Specialist, Institutional Representative, or Mutual Participation

Program Counselor at the institution for a Mutual Participation Program Work Sheet. (See Att. #1). The Mutual Participation Program Work Sheet is to be filled out by the inmate.

- (B) If the inmate requests assistance in the preparation of the MPP Work Sheet, the Contract Parole Specialist, Institutional Representative, or MPP Counselor will assist.
- (C) Although the inmate may request assistance from the Contract Parole Specialist or the Institutional Representative, it is the main role of the Mutual Participation Program Counselor to assist the inmate. The inmate may be referred to the MPP Counselor if he is unable to complete the Work Sheet by himself. The MPP Counselor should also assure that the inmate receives fair consideration of his proposal during negotiations.
- (D) During review of the MPP Work Sheet, if it is determined that the terms of the proposal cannot be met or are not realistic, a copy of the Work Sheet is to be returned to the inmate with written comments of explanation and signed by the agency representative returning the Work Sheet. Initially, program contract objectives will be limited to the institution where the contract was negotiated and/or work release. Any deviations or exceptions to this must be cleared with the MPP Coordinator for the Department.

- (E) After completion of the MPP Work Sheet by the inmate, it is to be forwarded to the Contract Parole Specialist. The Contract Parole Specialist reviews the proposal, makes comments on the Work Sheet and forwards the proposal to the Institutional Representative.
- (F) The Institutional Representative reviews the proposal, makes comments on the Work Sheet and returns the proposal to the Contract Parole Specialist.
- (G) The Contract Parole Specialist will then schedule formal negotiations or return the Work Sheet to the inmate. Written explanations will appear on the Work Sheet if it is returned indicating the reason it is being returned.

IX. FORMAL NEGOTIATIONS

- (A) All formal negotiations will take place with the inmate and representatives of the Department and Commission present affording free and open discussion of the proposed terms. No one member of the Team shall dictate the terms of a contract, and efforts shall be made by representatives of the Department and the Commission and the inmate to reach realistic and agreeable terms.
- (B) Negotiating Team Members Responsibility:
 - (1) Contract Parole Specialist
The Contract Parole Specialist will represent the Commission and assure that the conditions of the

contract can be met by the Commission.

(2) Institutional Representative

The Institutional Representative will represent the institution and the Department and assure that the terms of the contract can be met by the institution and Department.

(3) Mutual Participation Program Counselor

The MPP Counselor will assist the inmate in negotiations if his presence is requested by the inmate.

(4) It is the inmate's responsibility to be active in the negotiation of his contract and to present a realistic proposal that can be completed in a satisfactory and timely manner.

X. SUSPENSION AND PROBLEM SOLVING

- (A) If an agreement cannot be reached to the satisfaction of all Team members, negotiations will be suspended. The inmate will be referred to the MPP Counselor for resolution of the problem. Negotiations will not begin again until the disagreement has been resolved. At any-time negotiations are suspended, this should so be noted on the MPP Work Sheet.

Problems that cannot be handled locally by the Negotiating Team will be referred to the MPP Coordinator for the Department who will act as a Coordinator/Advisor between the Department, the Commission, and the inmate.

XI. CONTRACT PROVISIONS

- (A) All contracts shall include all time periods from the date of the contract through the period of incarceration and termination from parole supervision.
- (B) Contracts shall be individualized as negotiated by the inmate, the Department, and the Commission.
- (C) Contracts shall not be written to provide for release from incarceration in less than the minimum sentence required.
- (D) All contracts shall include provisions for a specified work program.
- (E) Contracts shall not be written to require academic classroom instruction at the college level.
- (F) In addition to the required Work Program, any of the following objectives negotiated must be successfully completed before the inmate will be released from the institution on parole.
 - (1) Academic Programs (not at the college level)
 - (2) Vocational Programs
 - (3) Special Counseling
 - (4) Restitution
 - (5) Pre-parole Work Release
 - (6) Transfers
 - (7) Behavioral Objectives
- (G) Contracts shall not be binding until final approval by the Florida Parole and Probation Commission.

- (H) Contracts shall not be written for a period of less than three months or more than two years incarceration.
- (I) Contracts shall contain any special condition requirements that will be required of the inmate while on parole.
- (J) Objectives to be accomplished in each proposed criteria area must be specifically stated and measurable as to the results expected and time factors involved.

XII. DISTRIBUTION OF SUCCESSFULLY NEGOTIATED MPP CONTRACTS

- (A) The Contract Parole Specialist will be responsible for the preparation of the successfully negotiated contract. The contract is to be immediately typed and signed upon completion of successful negotiation.
- (B) The Contract Parole Specialist will assure that the terms of the contract are written exactly as agreed upon during formal negotiations.
- (C) The Contract Parole Specialist will forward the completed contract to the Superintendent for review. The Superintendent may approve or deny the contract. If the Superintendent denies the contract, he should provide the Negotiating Team with written explanation for denial.
- (D) The Contract Parole Specialist will forward the completed contract to the Commission with a copy to the MPP Coordinator for the Department.

- (E) Upon approval by the majority of the Commission, the Commission will provide a copy of the contract to the MPP Coordinator for the Department and a copy to the Contract Parole Specialist assigned to the institution where the contract was negotiated.
- (F) The Contract Parole Specialist will be responsible for providing copies of the contract to the following:
 - (1) Institutional Representative
 - (2) Inmate File
 - (3) Inmate
 - (4) District Office of the Department from which the inmate will be supervised while on parole.

XIII. RENEGOTIATION OR CANCELLATION

- (A) Should the negotiated agreement not be approved by the Commission, the inmate shall be notified in writing of the reasons for rejection and the proposed contract shall be returned to the Negotiating Team for possible renegotiation.
- (B) All renegotiations due to violations will be documented and action taken during renegotiation will be so noted. The action taken during renegotiation should include continuance of the contract, renegotiation of new objectives, or cancellation.
- (C) Contracts may also be cancelled and submitted to the Negotiating Team for renegotiation when:
 - (1) Factors not known or not present at the time of

the original negotiation are discovered.

- (2) The contract agreement is violated.
 - (3) The inmate requests renegotiation.
 - (4) It becomes evident that the institution cannot provide the services as specified in the contract.
- (D) The State of Florida may cancel the contract for just cause. Just cause is:
- (1) Failure on the part of the inmate to complete any item in the contract.
 - (2) New factors which may develop that are relevant and significantly affect the contract as written.
- (E) The MPP Violation Report (See Att.2) will be completed on all violations of contracts. The Violation Report is to be filled out by a staff representative of the Department or Commission who has first hand knowledge concerning the violation. After the Violation Report is completed, it is to be forwarded to the Contract Parole Specialist who will schedule review of the Violation Report by the Negotiating Team.
- (F) The Negotiating Team, upon review of the Violation Report, may cancel, continue, or renegotiate the contract.

XIV. VOLUNTARY TERMINATION OF CONTRACT BY INMATE

- (A) Any inmate may terminate his contract at any time without cause. The inmate may cancel his contract by notifying the Commission and the Department Representative in writing of his election to no longer participate in

the program. The Voluntary Cancellation Form (See Att.3) will be used by the inmate for voluntary cancellation and is to be notarized and kept on file at the institutional level. Reconsideration under the Mutual Participation Program shall not commence for a period of at least 90 days.

XV. CONTRACT REVIEW BY THE COMMISSION

- (A) The Commission upon receipt of a successfully negotiated contract shall approve, disapprove, or return for renegotiation within 20 working days from receipt of the contract.

XVI. CONTRACTS SIGNED BY THE COMMISSION

- (A) After a contract has been signed by the Commission and proper distribution made of the contract, the inmate shall begin his program formally as soon as possible after receipt of the contract by the institutional staff.

XVII. MONITORING

- (A) The MPP Coordinator for the Department shall be responsible for monitoring signed contracts to insure the objectives of the contract are met.
- (B) The Institutional Representative shall be responsible for providing all services agreed to in the contract and for completion of routine progress reports.

- (C) Information shall be furnished on routine progress reports and supplementals regarding the current status and progress being made in completion of goals by inmates on contract. This information will appear on the section entitled "Other Programs" of routine reports.
- (D) The Mutual Participation Program Coordinator will notify the Institutional Representative when a final report is needed due to the inmate nearing completion of his contract.
- (E) The Institutional Representative shall prepare and distribute the final report 45 days prior to the release date as specified by the contract. This final report will certify completion or failure to complete the terms of the contract. The final report will be submitted in supplemental report form.

XVIII. PAROLE

- (A) Any special parole conditions of the Mutual Participation Program Contract will be noted on the Parole Certificate.
- (B) The Parole Supervisor will be responsible for insuring that all conditions of the Mutual Participation Program contract are met while the inmate is on parole.

XIX. STATISTICS

- (A) Complete records will be kept by the Mutual Participation Program Coordinator for the Department on all participants

in the MPP Program.

- (B) Quarterly reports will be prepared by the MPP Coordinator for the Department to be distributed to the Commission and Department.
- (C) MPP program activity will be noted on the monthly reports submitted from the institutions under the Classification Section.
- (D) The MPP Coordinator will be responsible for preparation of the Annual Report with the assistance of the Research Staff from the Department and Commission.

XX. APPEAL PROCEDURES

- (A) Appeal Procedures will be handled by the Department through the Inmate Grievance Procedures.

XXI. All rules and guidelines covering the Mutual Participation Program in the Emergency Rules of the Department of Offender Rehabilitation, Chapter 33 E R 76, and General Authority 20.315, Florida Statutes; Chapter 76-274, Laws of Florida will be adhered to.

DEPARTMENT OF OFFENDER REHABILITATION
FLORIDA PAROLE AND PROBATION COMMISSION

MPP INMATE PROPOSAL FORM

(INMATE NAME)	(NUMBER)	(INSTITUTION)	(DATE)
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INSTRUCTIONS: In preparation of the Inmate Mutual Participation Program Proposal Form, all proposed objectives must be filled in completely with specific detail to time factors and proposed accomplishments.

PROPOSED OBJECTIVES:

1. Work assignment you desire:
2. Skill training you would like to receive and goals to reach:
3. Academic Program (not at college level) you would like to be assigned to and goals to reach:
4. Special counseling you would like to receive:
5. Behavioral objectives:
6. Pre-parole work release (length of pre-parole work release you desire, community correction center or general area you would like to be transferred to)
7. Restitution:
8. Parole plan (area, residence, job offer):
9. Requirements while on parole:
10. Desired parole release date:
11. Desired release from parole supervision date:
12. Other:

Inmate's Signature _____ Date _____

DISPOSITION OF PROPOSAL

Comments: (Commission Representative) _____

Comments: (Institutional Representative) _____

Date Set for Negotiation _____

Results of Negotiation:

Approved _____ Denied _____ Continued _____ Suspended _____

MUTUAL PARTICIPATION PROGRAM

VIOLATION REPORT

NAME _____ DATE OF VIOLATION _____ INST. _____

Agreement Clause(s) in violation: _____

Facts surrounding violation: _____

Steps taken by inmate to avoid violation: _____

Steps Taken by staff to avoid violation: _____

Inmate's proposal for renegotiation of agreement: _____

Counselor's recommendation: _____

Department or Commission Staff Member

Date

REVIEW BY NEGOTIATING TEAM

DISPOSITION:

CONTINUED

CANCELLED

RENEGOTIATED

COMMENTS: _____

NEGOTIATING TEAM MEMBERS:

DATE

DATE

DATE

REVIEW BY SUPERINTENDENT

COMMENTS: _____

SUPERINTENDENT

DATE

MUTUAL PARTICIPATION PROGRAM

VOLUNTARY CANCELLATION

The Mutual Participation Program of which my contract is a part, has been explained and discussed with me. I thoroughly understand the program. I have been advised of my right to renegotiate or cancel my contract. I do not wish to participate in this program, and I am cancelling my contract, withdrawing from the program, and am waiving such right to participate for a period of ninety (90) days.

NAME

NUMBER

MPP COUNSELOR

DATE

END