



**LOUISIANA
COMMITTEE ON PAROLE**

**Number: 09-901-POL
Date: October 26, 2020
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BOARD POLICY

SUBJECT: CERTIFICATE OF PAROLE

PURPOSE: To describe the effective date of the Certificate of Parole

AUTHORITY: LAC Title 22, Part XI, Chapter 9; La. R.S. 15:574.2, R.S. 15:574.4

REFERENCES: ACA Standards 2-1099, 2-1100, 2-1102

POLICY:

It is the policy of Committee on Parole that the Certificate of Parole shall not become operative until specific conditions of release have been acknowledged and agreed to in writing by the offender. The parole is not effective or final until the formal parole agreement is executed by the offender. The parole certificate shall not become effective and in force until the conditions are agreed to, signed, and accepted by the offender.

PROCEDURES:

A. Conditions of Parole

The offender shall be advised by institutional staff orally and in writing of the conditions of parole prior to his release from incarceration. These conditions of parole shall be contained in the Certificate of Parole. (see attached conditions of Parole)

1) Special Conditions

Special conditions, in addition to the standard conditions provided in R.S. 15:574.4, may also be imposed by the Committee. Such special conditions shall be based on the dynamic risk and needs factors of the individual offender and on the particular circumstances of the individual offender. In addition to any other special condition, the Committee shall impose the following special conditions:

- a. Restitution - When the victim's loss consists of damage to or loss of property;
- b. Court Costs/Fines - If the offender has not paid and is liable for any costs of court or costs of the prosecution or proceeding in which he was convicted, or any fine imposed as part of his sentence;

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- c. High School Degree or Equivalent - If the offender does not have a high school degree or its equivalent, the offender shall be required to enroll in and attend (at his own cost) an adult education or reading program until he obtains a GED, or until he completes such educational programs required by the Committee, and has attained a sixth grade reading level.
- d. The provisions of A.1.c. above shall not apply to those offenders who are mentally, physically, or by reason of age, infirmity, or learning disorder unable to participate.

SHERYL M. RANATZA, CHAIRMAN

**Signature on file*

This policy replaces and supersedes Board Policy 09-901-POL, "Certificate of Parole" dated February 19, 2013. (Technical revisions only)

STATEMENT OF GENERAL CONDITIONS UNDER WHICH PAROLE IS GRANTED

This Certificate of Parole shall not become operative until the following conditions are agreed to by the offender.

1. Upon release I will report no later than 48 hours to the Probation and Parole Office, Department of Public Safety & Corrections, which is listed on this Certificate.
2. I will submit a monthly report by the fifth (5th) of every month until I complete my supervision. I will report to my Parole Officer when ordered to do so.
3. I will live at the address on this Certificate. If I must move from this address, I will get permission from my Parole Officer before doing so. In addition, I will not leave the State of Louisiana without written permission from my Parole Officer.
4. I will not engage in criminal activity, nor will I associate with people who are known to be involved in criminal activity. I will avoid bars and casinos. I will refrain from the illegal use of drugs or alcohol.
5. I shall not have in my possession or control any firearms or dangerous weapons.
6. I will work at a job approved by my Parole Officer; if I become unemployed, I will immediately report this to my Parole Officer.
7. I will truthfully answer all questions directed to me by my Parole Officer.
8. I will submit myself to available medical, mental health or substance abuse exams, treatment or both, when ordered to do so by my Parole Officer. Also, I will submit to drug and alcohol screens at my own expense.
9. I agree to visits at my residence or place of employment by my Parole Officer at any time. I also agree to searches of my person, property, residence, and/or vehicle, when reasonable suspicion exists that I am or have been engaged in criminal activity.
10. Pay supervision fees to the Department of Public Safety and Corrections in an amount not to exceed sixty-three dollars based upon his ability to pay as determined by the committee on parole. Payments are due on the first day of each month.
11. I do hereby waive extradition to the State of Louisiana from any jurisdiction in or outside of the United States where I may be found and also agree that I will not contest any effort by any jurisdiction to return me to the State of Louisiana.
12. I understand that should my parole be revoked for any reason, I will forfeit all good time earned and /or any additional credits earned or that could have been earned on that portion of my sentence served prior to the granting of parole. I am to serve the remainder of my sentence as of the date of my release on parole.

I understand that if I am arrested while on parole, the Committee on Parole has the authority to place a detainer against me which will in effect prevent me from making bail pending disposition of any new charges. I understand all of the above conditions which have been read to me and I do solemnly promise and agree to conform to the above conditions. I understand that the Committee on Parole has authorized the imposition of Administrative Sanctions in accordance with La. R.S. 15:574.7. Additionally, I understand that under R.S. 15:574.4.2 the Committee may also require, either at the time of my release on parole or at any time while I remain under parole, that I conform to any of the conditions of parole which are appropriate to the circumstances of my particular case.