



Considerations for Mandated Community Service Workers

Organizations across the country frequently host people who have been sentenced by the courts to perform community service. While this can be an acceptable practice, there are several issues that an organization should consider prior to allowing this type of service in facilities and programs. Initially, there should be discussion between the hosting organization and referring agency about who will be accepted and under which circumstances. It is extremely important to confirm acceptable offenses, duties and supervision in writing with a local representative of the referring agency since court systems vary by state. Organizations must consider that individuals that have been mandated to perform community service are indeed convicted criminals and may have alternative motives for choosing their facilities to fulfill sentence requirements. While the majority of workers will provide service without challenges, the host must protect its assets against the possibility of theft, accidental injury and other negative incidents.

Additional considerations:

Screening: The type of offense that has caused the mandated service should be considered. Organizations should not allow anyone with any history of violence, abuse, child related crimes, or other “serious” criminal violations into the program. Theft or fraud related offenses should also be avoided depending upon the prescribed duties for service. Criminal history checks should be performed and documented by the referring or host organization. All documentation; including information from the referring agency, screening results, position description, application and signed code of conduct should be maintained in a personnel file.

Duties: Generally speaking, manual labor duties such as cleaning and light maintenance are most appropriate for individuals completing community service hours. Workers should not be allowed access to money, computer systems, or other assets of the organizations in most cases. Organizations should avoid allowing workers to use ladders, chemicals, power tools or any vehicle while performing their duties. Training and supervision must be considered for any position or duties.

Supervision: Community services workers should be supervised at all times. They should not be left alone to roam facilities or have unsupervised access to youth, programs and assets. A qualified member of the organization’s staff should provide supervision.

Liability: The worker, or referring agency, should be responsible for any injuries that occur to individuals while performing duties. This should be discussed and confirmed in writing with the referring agency prior to any placement at the host organization. The host organization may also utilize a behavior contract and hold harmless agreement to further indemnify itself.

Laws and rules for community service workers vary by state. Organizations should consult with local counsel and courts when developing a program and prior to hosting workers. Organizations should consult with their insurance carrier for additional guidance.

Sample Mandated Community Service Application/Release

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| Name: | Service Location: |
| Address: | Address: |
| City, State, Zip: | City, State, Zip: |
| Phone #: | Phone #: |
| Social Security #: | Staff who will supervise: |
| Age of applicant: | Job(s) to be performed: |
| Does applicant have a State issued ID? | |
| Did applicant provide court forms? | |
| Nature of offense requiring comm. service: | Dates/Times to be provided to YMCA: |
| Other convictions of applicant: | Court contact: |
| | Title: |
| | Phone #: |

Applicant will be provided the opportunity to complete court ordered community service for XXXX based on certain criteria. This decision will not be made with any regard to gender, race, religion, or any other factors that may be found discriminatory by the EEOC. The applicant's conviction history must show no evidence of:

1. Violence (aggravated assault, armed robbery, etc.)
2. Sexual abuse or assault
3. Murder/attempted murder
4. Child endangerment or any other child related conviction.
5. Any other convictions that the organization may feel discomfoting

IN CONSIDERATION of being permitted to serve out the court order community service at XXXX in any purpose, including, but not limited to use of facilities, equipment, or off site facility affiliated with the organization, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into XXXX for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE XXXX FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE XXXX, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the XXXX it's directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the XXXX.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may instigate or incur due to the presence of the undersigned in, upon or about the XXXX premises or in any way observing or using any facilities or equipment of the XXXX or participating in any program affiliated with the XXXX whether caused by the negligence of the releasees or otherwise. The XXXX will not be held responsible for any actions, crimes, or property damage committed or instigated by the applicant whether intentional or accidental.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in about or upon the premises of the XXXX and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the XXXX. The applicant will not be offered or provided workers compensation through the XXXX and is responsible for all invoices, prescriptions, temporary or permanent injury, loss of income, and any other loss or damages due to injuries sustained while performing these services.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of _____ and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Date: _____ Signature of Applicant: _____

Date: _____ Signature of Parent (if a minor): _____

Date: _____ Signature of Executive Director: _____