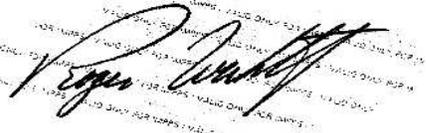


# KANSAS DEPARTMENT OF CORRECTIONS

	<b>INTERNAL MANAGEMENT POLICY AND PROCEDURE</b>	<b>SECTION NUMBER</b>  10-125	<b>PAGE NUMBER</b>  1 of 6
		<b>SUBJECT:</b>  <b>PROGRAMS AND SERVICES: Provisions for Use of Offender Labor for Community Service Work</b>	
<b>Approved By:</b>  <b>Secretary of Corrections</b>		<b>Original Date Issued:</b> <span style="float: right;"><b>07-09-84</b></span>	<b>Current Amendment Effective:</b> <span style="float: right;"><b>04-02-10</b></span>
<b>Reissued By:</b>  <b>Policy &amp; Procedure Coordinator</b>		The substantive content of this IMPP has been reissued as per the appropriate provisions of IMPP 01-101. The only modifications within the reissue of this document concern technical revisions of a non substantive nature. <b>Date Reissued:</b> <span style="float: right;"><b>05-26-11</b></span>	
<b>Replaces Amendment Issued:</b> <span style="float: right;"><b>05-25-07</b></span>			

## POLICY

The Department of Corrections may provide community service through the provision of offender labor for federal and State agencies, cities, counties, school districts, and other entities or community projects organized for charitable and public interest purposes. (ACI 3-4398)

Offender labor shall not be used for personal usage or personal gain of any individual, nor shall offender labor be provided for use to any private organization, business, or corporation. Such usage shall be authorized consistent with public interests and only where it can be documented that the use of offender labor complies with KSA 75-52,116 and applicable grant provisions. However, nothing in this IMPP shall be construed as precluding the engagement of inmates in private prison based and private non-prison based work release in accordance with KAR 44-7-108, 44-8-115, and 44-8-116 or IMPP 15-101.

Offenders shall not be used in work assignments which may be unreasonably dangerous or which present an inherent risk to life or health or where offenders would be required to handle or have contact with alcoholic beverages or drugs/medications.

Offenders shall not be assigned to work for any person, agency or organization, which is known to discriminate against any person on the basis of gender, race, age, disability, religion, or national origin.

No inmates serving a sentence for the conviction of a sexually violent offense shall be assigned to a community service work detail until such time as they have successfully completed SOTP and a determination is made that they are not high-risk on the Commitment Review Committee (CRC) Assessment. Inmates that meet these criteria shall only be assigned to community service details supervised by KDOC staff.

Any entity requesting an inmate work detail shall be informed that departmental staff will require information regarding the location of the proposed work site. Based upon the information received, departmental staff shall conduct an investigation with regard to the location of any facilities for children within close proximity to the proposed work site. No inmate managed as a sex offender shall be assigned to any community work detail where they would be in regular close proximity to children.

## **DEFINITIONS**

Community Service Work Detail: Any assignments which include, but are not limited to, community service projects for federal and state agencies, cities, counties, school districts, and other entities organized for charitable and public interest purposes.

Direct visual supervision: That level of supervision effected via the ability of the person supervising the detail, whether a KDOC employee or an employee of an agency to which the detail is assigned, to occupy a position from which visual contact with all inmates assigned to the detail could be established on an immediate basis.

Long-range usage: Any work usage which is ongoing or continuing for an indefinite period of time or exceeds 30 working days.

Short-range usage: Any work usage which is expected to last 30 working days or less. This includes work usages which stem from an emergency situation or which are intermittent in nature.

## **PROCEDURES**

### **I. Requests for Offender Labor Usage**

#### **A. Long Range Usage Requests**

1. Long range usage requests shall be submitted, in writing, to the warden/parole director by the requesting agency or organization, thirty (30) calendar days prior to the commencing date of such usage.
2. Long range usage requests shall include information regarding the following:
  - a. Type of work to be performed;
  - b. Number of offenders required;
  - c. Who will supervise the offenders;
  - d. How the offenders will be transported;
  - e. Provisions for compensation to offender workers, if any; and,
  - f. Reason(s) for requesting offender labor and assurance that such labor does not compete with nor replace employable persons in the community.
3. The warden/parole director shall forward long range usage requests along with a recommendation to the appropriate Deputy Secretary (either the Deputy Secretary of Facility Management if forwarded by a warden or the Deputy Secretary of Community and Field Services if forwarded by a parole director) within ten (10) calendar days of receipt of the request.
4. Within ten (10) calendar days following receipt of the request and recommendation, the Deputy Secretary shall advise the respective warden/parole director, in writing, as to the approval or disapproval of the request.

#### **B. Short Range Usage Requests**

1. Requests for short-range usage may be verbal, but shall be approved by the warden/parole director or his/her designee before short-term usage is undertaken.
2. Approved short-range usage, which is subsequently undertaken shall be documented.

3. Documentation of short-range usage shall include at a minimum:
  - a. Name of requesting agency and contact person;
  - b. Type of work performed;
  - c. Estimated number of offenders utilized to complete the work;
  - d. Whether usage was supervised by departmental personnel or by the requesting agency; and,
  - e. Estimated total number of clock hours and total offender hours expended.

## **II. Memorandum of Understanding**

- A. A Memorandum of Understanding (Attachment A, Form # 10-125-001) shall be completed:
  1. For all long range usage;
  2. For any short range usage expected to last more than five (5) days; and,
  3. For any short-range usage, regardless of expected duration, which results in any financial obligation to the facility or to the Department.
- B. The requesting agency, if requesting the usage of inmates, shall certify compliance with KSA 75-52,116 by completing attachment A.
- C. Copies of the completed Memorandum of Understanding and any Certification of Compliance shall be distributed to the:
  1. Warden/parole director;
  2. Requesting entity; and,
  3. Deputy Secretary of Facility Management/Deputy Secretary of Community and Field Services.
- D. If meals are not to be provided by a KDOC facility, a statement to that effect shall be annotated to the Memorandum of Understanding. Such a statement shall also specify the number of meals to be provided, as well as the quality expected and sanitary conditions.

## **III. Renewal of Memoranda of Understanding**

- A. In accordance with provisions of IMPP 01-105, the warden/parole director is authorized to renew Memoranda of Understanding which have been previously approved by the Deputy Secretary of Facility Management or the Deputy Secretary of Community and Field Services, as applicable.

## **IV. Withdrawal from Projects**

- A. Before commencing any requested usage, the warden/parole director or his/her designee shall advise the requesting agency that the facility/parole office may at any time withdraw from the usage if that action is in the best interests of the facility, the Department of Corrections, the public, and/or the offender(s).

- B. The warden/parole director shall have final authority over the assignment or removal of a given offender to or from this program.

**V. Supervision and Training**

- A. Offender labor supervision shall be provided by facility/parole office staff except for minimum security inmates and offenders on post-release supervision or parole where such supervision may be provided by the requesting agency.
  - 1. Any inmate work detail working in a residential area shall at all times be under the direct visual supervision of either a KDOC employee or an employee of the agency to which the detail is assigned.
    - a. for facilities which are adjacent to residential areas, this procedure does not apply as long as the inmate is working on institutional grounds.
    - b. For facilities which share grounds with other institutions, those institutions are not considered residential areas [Osawatomie, Winfield, & Larned].
    - c. For the HCF fairgrounds detail, the procedure applies only if inmates are working in an area immediately contiguous to a residential area.
- B. The warden/parole director shall obtain the names of persons identified by the requesting agency and advise the requesting agency that a criminal history record information check shall be done on each proposed supervisor. The warden/parole director shall require that the requesting agency obtain a release of information from each of the persons identified which authorizes a search of the person's criminal history record information and disclosure of the result of that search to the Department of Corrections and the requesting agency.
  - 1. Non-departmental personnel utilized for the supervision of offenders shall meet the approval of the warden/parole director.
  - 2. The warden/parole director shall reserve the right to withhold approval or to discontinue usage based upon the non-acceptability of non-departmental personnel used in a supervisory capacity.
- C. The warden/parole director shall verify that non-departmental personnel responsible for supervision of offenders assigned to work crews meet the following criteria:
  - 1. They are full time employees, official representatives of the requesting agency or, with the approval of the affected facility warden, full time seasonal employees;
  - 2. They are responsible persons with adequate supervisory skills, (e.g., have completed the training component described below in D.);
  - 3. They possess a valid driver's license; and,
  - 4. They have a clear criminal history, or, in the warden/regional director's determination, their criminal history record does not represent a sufficient security concern to deny the supervisory responsibilities for an offender work crew.
- D. Facility/Parole Office Training Officers/Coordinators shall provide twenty-four (24) hours of initial training and sixteen (16) hours of annual training thereafter to all non-departmental personnel selected by the requesting agency to provide supervision, whether direct or indirect, of offender labor crews. Such training shall address the following areas:
  - 1. Departmental and facility organizational structure, security policies and procedures;

2. Undue Familiarity/Sexual Misconduct
3. Inmate Sexual Assault Prevention/PREA
- ~~4~~3. Inmate rule book (when the work is to be provided by inmate labor);
- ~~5~~4. Emergency responses (escape, injury, natural disaster); and,
- ~~6~~5. Unless the employee provides a current certificate of completion of training, first Aid/CPR.

**VI. Inmate Pay/Special Offender Restrictions**

- A. Inmates assigned to labor projects shall receive incentive pay commensurate with their skills as provided for in IMPP 10-109.
  1. A monthly summary report of all usage undertaken during the preceding month shall be included in the regular monthly report submitted to the Deputy Secretary of Facility Management.
  2. Under no circumstances shall inmates be assigned to any labor usage, which is determined by the warden to be unreasonably dangerous or which presents an inherent risk to life or health.
- B. Under no circumstances shall offenders be assigned to work or assist in any usage or function where alcohol is served or available if inmates would be required to handle or have contact with the alcoholic beverages or drugs/medications.

**VII. Transportation and Equipment**

- A. All transportation to and from the work site shall be provided by the requesting agency unless otherwise approved by the warden/parole director, who shall verify that the requesting agency has necessary and adequate vehicle liability insurance.
- B. All specialty tools, materials and supplies for the usage shall be provided by the requesting agency.

**VIII. Work Assignments and Ex-offenders**

- A. In the event offenders are assigned to a work project where ex-offenders are employed, steps shall be taken to ensure that an ex-offender neither supervises nor is otherwise placed in a position of authority over the offenders.

**IX. Inmate Clothing And Appearance**

- A. Inmates assigned to any Community Work Project shall comply with all applicable provisions of IMPP 12-129 concerning inmate clothing and appearance.

**NOTE:** The policy and procedures set forth herein are intended to establish directives and guidelines for staff and offenders and those entities that are contractually bound to adhere to them. They are not intended to establish State created liberty interests for employees or offenders, or an independent duty owed by the Department of Corrections to employees, offenders, or third parties. Similarly, those references to the standards of various accrediting entities as may be contained within this document are included solely to manifest the commonality of purpose and direction as shared by the content of the document and the content of the referenced standards. Any such references within this document neither imply accredited status by a Departmental facility or organizational unit, nor indicate compliance with the standards so cited. The policy and procedures contained within this document are intended to be compliant with all applicable statutes and/or regulatory requirements of the Federal Government and the state of Kansas. This policy and

procedure is not intended to establish or create new constitutional rights or to enlarge or expand upon existing constitutional rights or duties.

**REPORTS REQUIRED**

<u>Name/Type of Report</u>	<u>By Whom/To Whom</u>	<u>Due</u>
Inmate Usage Summary	Warden to Deputy Secretary of Facility Management	Monthly

**REFERENCES**

K.S.A. 75-52,116  
K.A.R. 44-7-108, 44-8-115, 44-8-116  
IMPP 01-105, 10-109, 10-125, 12-129, 15-101  
ACI 3-4398

**ATTACHMENTS**

Attachment A - Agreement, 3 pages

### AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ and the Kansas Department of

(Governmental Agency or Charitable Organization)

Corrections through the Warden/Parole Director of \_\_\_\_\_. The parties hereby agree as follows: (KDOC Facility/Parole Region)

1. The Kansas Department of Corrections (KDOC) agrees to provide offenders assigned to \_\_\_\_\_ to work for \_\_\_\_\_ (KDOC Facility/Parole Office) (Governmental Agency or Charitable Organization)

These offenders shall be provided for work on the \_\_\_\_\_ project. (Name of Project)

Information on this project has been submitted to the Warden/Parole Director and is attached hereto as being descriptive of the nature and type of work performed.

2. Attached hereto and incorporated by reference is KDOC IMPP 10-125 entitled PROGRAMS AND SERVICES: Provisions for Use of Offender Labor for Community Service Work. Both parties agree to abide by the provisions set forth in this IMPP.

3. \_\_\_\_\_ certifies as follows: (Governmental Agency or Charitable Organization)

- a. The offender labor will not result in the displacement of any currently employed worker or position, including partial displacement.
- b. The offender labor will not result in the impairment of existing contracts for services or collective bargaining agreements.
- c. Offenders will not be used to fill a job opening of an individual on layoff from the same or any substantially equivalent job.
- d. Offenders will not be used to fill a job opening of an individual who has been terminated from the same or any substantially equivalent job and the position remains unfilled.
- e. Offenders may not be used on a project except to the extent that the cost of the project exceeds the funds available and budgeted for the project. The cost of the project for which inmate labor is requested is \_\_\_\_\_. The funds available and budgeted for this project are \_\_\_\_\_.

4. \_\_\_\_\_ acknowledges that it understands that the warden/parole director may withdraw some or all of the offenders from this project if such is determined to be in the best interests of the KDOC correctional facility/parole office, the Department of Corrections, the public and/or the offender. (Governmental Agency or Charitable Organization)

5. It is the responsibility of \_\_\_\_\_ (Governmental Agency or Charitable Organization) to which an offender work crew is assigned, to immediately report any problems (poor offender work performance, violation of law or KDOC rules, other unusual activities) to the Warden/parole director. A written report of the offenders' work performance and conduct shall be submitted to the warden/parole director within two (2) weeks following completion or termination of the project.

6. The governmental agency or charitable organization and persons in charge of supervising offender work crews shall be notified concerning any problems that prevent an assigned offender from participating in a work project.
7. The governmental agency or charitable organization and persons in charge of supervising offender work crews shall consult with the warden/parole director when work activities require that offenders be in the proximity of areas where alcoholic beverages are available or served. Special precautions shall be taken to prevent access by offenders to alcoholic beverages and to members of the public who are indulging in the consumption of such beverages. If, in the determination of the warden/parole director, appropriate supervision cannot be provided the proposed use of offender work crews shall not be authorized.
8. Any citizen or employee of the cooperating authority observed engaging in unnecessary familiarity with offenders shall be immediately reported to the cooperating authority and the warden/parole director.
9. Inmates shall be prohibited from receiving or sending, either to or from any person, any message, verbal or written, or any literature or reading matter, except such as is necessary in transacting the business of the facility or the cooperating authority. Any effort by an inmate to coerce or influence any person to engage in such a communication shall be reported to the cooperating authority immediately by the supervisor and to the warden/parole director.
10. A supervisor assigned by the cooperating authority shall not in any way contact, communicate, or correspond with any offender or member of an offender's family, nor with any inmate correspondent or visitor, unless the supervisor's assigned duties require such contact or permission has been obtained from both the cooperating authority and the warden/parole director. If a supervisor of the cooperating authority is contacted while off duty by an offender, member of an offender's family, or an offender's visitor or correspondent, the supervisor shall immediately report this occurrence to the cooperating authority and the warden/parole director.
11. The warden/parole director shall reserve the right to discontinue the usage of offenders or to require the cooperating authority to discontinue the usage of a particular supervisor, for any reason, the supervisor becomes unacceptable to the warden/parole director.
12. Any deviations or exceptions to this agreement must receive prior written approval of the cooperating authority and of the warden/parole director or designee. Any such written deviations or exceptions shall become a permanent part of the record of the agreement between the facility/parole office and the cooperating authority.
13. At all times during the term of this Agreement the governmental agency or charitable organization shall be the agent of the Kansas Department of Corrections and the State of Kansas only for the purpose set forth at K.S.A. 75-52,116(a), i.e., maintaining physical custody of inmates assigned to the project work detail within extended limits of confinement as set forth in said statute. The governmental agency or charitable organization shall not be deemed to be the agent of the Secretary of Corrections or the State of Kansas for any other reason or purpose, and in no event shall be deemed to be the servant or employee of the Secretary, the Department, or the State of Kansas.
14. The governmental agency or charitable organization will indemnify and shall keep, save, and hold harmless the Secretary, the Department, and the State of Kansas from and against loss and any all claims, demands, causes of action, damages, costs or liability arising from or out of any allegation of or actual negligence, gross negligence, criminal negligence, willful or wanton misconduct, or

intentional act or omission on the part of the governmental agency or charitable organization's employees, or disregard of proper or lawful instructions from Department. This provision shall remain in effect after the termination of this Agreement with respect to any matter arising from governmental agency or charitable organization's activities during the term of this Agreement. The governmental agency or charitable organization further agrees to make its personnel available to assist in the defense of any action arising from or involving governmental agency or charitable organization's activities during the term of this Agreement including actions filed after the termination of this Agreement without additional cost to the Department.

\_\_\_\_\_  
(Authorized Representative, Governmental  
Agency or Charitable Organization)

\_\_\_\_\_  
(KDOC Warden/Parole Director)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)