



INTERNAL MANAGEMENT POLICY & PROCEDURE

Department of Corrections


Applicability: Adult Operation Only JUVENILE Operations Only DEPARTMENT-WIDE

IMPP #: 10-125A

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PROGRAMS AND SERVICES: Provisions for Use of Resident Labor for Community Service Work

Original Date Issued: 02-07-23 Replaces IMPP Issued: N/A **CURRENT EFFECTIVE DATE: 02-07-23**

Approved By: , Secretary Next Scheduled Review: 02/2026

POLICY

The Department of Corrections may provide community service through the provision of resident labor for federal and state agencies, cities, counties, school districts, and other entities or community projects organized for charitable and public interest purposes.

Resident labor shall not be used for personal usage or personal gain of any individual, nor shall resident 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 resident labor complies with KSA 75-52,116 and applicable grant provisions. However, nothing in this IMPP shall be construed as precluding the engagement of residents in private prison based and private non-prison-based work release or private industry in accordance with KAR 44-7-108, 44-8-115, and 44-8-116 or IMPP 15-101A and 15-102A.

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 residents 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 Resident 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 residents required;
 - c. Resident pay rate;
 - d. Who will supervise the residents;
 - e. How the residents will be transported;
 - f. Provisions for compensation to resident workers, if any; and,
 - g. Reason(s) for requesting resident 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 residents 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 resident hours expended.

II. Memorandum of Understanding

- A. A Memorandum of Understanding (Attachment A) 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 residents, shall certify compliance with KSA 75-52,116 by completing the Memorandum of Understanding.

- 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 01-105D, 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 resident(s).
- B. The warden/parole director shall have final authority over the assignment or removal of a given resident to or from this program.

V. Supervision and Training

- A. Resident labor supervision shall be provided by facility/parole office staff except for minimum security residents and residents on post-release supervision or parole where such supervision may be provided by the requesting agency.
 - 1. Any resident 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 resident 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 residents 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 residents 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 residents 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 a resident 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 resident 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. Resident Sexual Assault Prevention/PREA;
 4. Resident rule book (when the work is to be provided by resident labor);
 5. Emergency responses (escape, injury, natural disaster); and,
 6. Unless the employee provides a current certificate of completion of training, first Aid/CPR.

VI. Guidelines for Resident Work

- A. Residents shall not be used in work assignments which may be unreasonably dangerous or which present an inherent risk to life or health or where residents would be required to handle or have contact with alcoholic beverages or drugs/medications.
- B. Residents 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.
- C. No residents 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 SOP and a determination is made that they are not high-risk on the Commitment Review Committee (CRC) Assessment. Residents that meet these criteria shall only be assigned to community service details supervised by KDOC staff.
- D. Any entity requesting a resident 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 resident managed as a sex offender shall be assigned to any community work detail where they would be in regular close proximity to children.

- E. In the event residents are assigned to a work project where ex-residents are employed, steps shall be taken to ensure that an ex-resident neither supervises nor is otherwise placed in a position of authority over the residents.
- F. Residents assigned to any Community Work Project shall comply with all applicable provisions of IMPP 12-129D concerning resident clothing and appearance.
- G. Residents assigned to labor projects shall receive incentive pay commensurate with their skills as provided for in IMPP 10-109A.
 - 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 residents 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.

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. This IMPP must serve as final policy in all departmental facilities, and no General Orders shall be developed or implemented on this subject.

NOTE: The policy and procedures set forth herein are intended to establish directives and guidelines for staff, residents, and residents and those entities that are contractually bound to adhere to them. They are not intended to establish State created liberty interests for employees, residents, or residents, or an independent duty owed by the Department of Corrections to employees, residents, residents, 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

<u>Name/Type of Report</u>	<u>By Whom/To Whom</u>	<u>Due</u>
Resident 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 01-105D, 10-109A, 12-129D, 15-101A, 15-102A

HISTORY

02-07-23 Original

ATTACHMENTS

Attachment	Title of Attachment	Page Total
A	Memorandum of Understanding	2 pages

Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____, 20____, between _____ and the Kansas Department of Corrections, (Governmental Agency or Charitable Organization)

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

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

These residents 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 10-125A entitled PROGRAMS AND SERVICES: Provisions for Use of Resident 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 resident labor will not result in the displacement of any currently employed worker or position, including partial displacement.
- b. The resident labor will not result in the impairment of existing contracts for services or collective bargaining agreements.
- c. Residents will not be used to fill a job opening of an individual on layoff from the same or any substantially equivalent job.
- d. Residents 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. Residents 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 resident labor is requested is _____. Resident pay for this project is _____. The funds available and budgeted for this project are _____.

4. _____ acknowledges that it understands that the (Governmental Agency or Charitable Organization) warden/parole director may withdraw some or all of the residents 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 resident.

5. It is the responsibility of _____ (Governmental Agency or Charitable Organization) to which a resident work crew is assigned, to immediately report any problems (poor resident work performance, violation of law or KDOC rules, other unusual activities) to the Warden/parole director. A written report of the residents' 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 resident work crews shall be notified concerning any problems that prevent an assigned resident from participating in a work project.

7. The governmental agency or charitable organization and persons in charge of supervising resident work crews shall consult with the warden/parole director when work activities require that residents be in the proximity of areas where alcoholic beverages are available or served. Special precautions shall be taken to prevent access by residents 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 resident work crews shall not be authorized.

8. Any citizen or employee of the cooperating authority observed engaging in unnecessary familiarity with residents shall be immediately reported to the cooperating authority and the warden/parole director.
9. Residents 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 a resident 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 resident or member of a resident's family, nor with any resident 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 a resident, member of a resident's family, or a resident'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 residents 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 residents 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)