

IN THE MUNICIPAL COURT OF DERBY, KS

City of Derby, KS

v.

Case No. _____

(Print Name)

TERMS AND CONDITIONS OF THE COMMUNITY SERVICE PROGRAM

In consideration of being permitted to participate in the Community Service Program, I represent that I have read, understand and agree to the following:

1. That I will perform by community service work as outlined by the court.
2. I understand that I must contact the organization I will be performing work for within **72** hours after receiving my assignment. I understand that failure to contact the organization may result in my termination from the Community Service Program.
3. I understand that I must report to work as scheduled. I understand that if I cannot report as scheduled to the assigned organization, I am to contact both the organization and the Municipal Court Clerk. I am to continue calling until I reach both parties. Failure to report to work or call the organization with an explanation of absence will result in the automatic termination for the Community Service Program.
4. I understand that I am not to report to work
 - Under the influence of non-prescription drugs and/or alcohol
 - Under the influence of any drug that impairs my ability to perform assigned tasks safely
 - Under the influence of prescription drugs unless I have used them in strict compliance with the prescription

I agree to submit to any test of blood, breath, urine or saliva upon request when my supervisor has reason to believe I may be under the influence of drugs or alcohol.

5. To ensure that my hours are accurately recorded, I will check in and out with my supervisor each day.
6. If for any reason my supervisor does not feel I am completing the assigned tasks appropriately, that I am displaying a negative attitude or that I am not dependable, he or she may choose to not allow me to perform any more work within their department.
7. I understand that I am responsible for my own actions and safety. If I consider the work too hazardous or in any way injurious to my health, I will not engage in the work and I will either seek another assignment or speak to the Judge about the situation.
8. I understand that my refusal or inability to perform work tasks assigned, excluding those tasks that may cause injury to others or me, will result in my termination from the Community Service Program.
9. I understand that I am not entitled to and will receive no salary, fringe benefits or other form of compensation for the work performed. My account and the Municipal Court will be credited at **\$6.00 per hour** for the work performed.

10. By participating in the program, I do **not** become an employee of the City of Derby for any purpose. I will not represent myself to be an employee of the City of Derby for any purpose.

11. If I fail to complete the Community Service Program satisfactorily, the original fine amount is due and payable in accordance with the original terms of the sentencing order.

12. If I satisfactorily complete the Community Service Program, my fine (**not my court costs**) will be suspended and I will not be required to pay the fine.

13. Special Conditions:

Signature of Defendant/Participant

Date

Parent or Legal Guardian if Defendant/Participant is under 18

**DERBY MUNICIPAL COURT COMMUNITY SERVICE PROGRAM
WAIVER, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT***

I, the undersigned, _____, of _____,

(Print Name)

(Address)

_____, _____, for myself and my heirs, devisees, successors and assigns,

(City)

(State)

do hereby waive and release, fully and forever, any and all claims or rights of action I have or may hereafter acquire against the City of Derby, Kansas, and each and every one of its officers, employees, and agents, arising out of my participation in the Derby Municipal Court Community Service Program ("Program"). I further covenant that neither I nor anyone claiming by or through me or on my behalf will institute any legal action, judicial or administrative, to recover for any injury or loss I may suffer as a result of my participation in the Program. I further covenant that I will indemnify the City and each and every one of its officers, employees and agents for and hold them harmless against any and all claims or causes of action hereafter advanced by any person in connection with or by reason of my participation in the Program.

I understand that my participation in the Program is voluntary. I have determined that the Program is more advantageous to me than other sentencing options available to the Court and that the advantages of the Program to me outweigh the risks I voluntarily assume by electing to participate in the Program.

Dated this ____ day of _____, 20 ____.

Community Service Program Participant

Witness:

**Read carefully before signing. This document has important legal consequences*

MUNICIPAL COURT OF DERBY, KANSAS

COMMUNITY SERVICE PROGRAM

COMPLETION OF WORK ASSIGNMENT

Participant: _____

Case#: _____

_____ hours per month to be completed on or before ____/____/____

The above named participant has agreed to complete a work assignment under your direction and supervision. The Court appreciates your assistance and requires this participant fully cooperate with you. The participant is required to return this form to the Court Clerk on or before the above mentioned court date.

Date	Time In	Time Out	Hours	Worker's Initials	Supervisor Initials

COMMENTS:

Contracting Organization: _____

Work Location: _____

Work Task Assignment: _____

Contact Person: _____

Telephone #: _____

Complied: Yes No

WORK PERFORMANCE:

Good Fair Poor

ATTITUDE:

Good Fair Poor

DEPENDABILITY:

Good Fair Poor