

PRETRIAL DIVERSION COMMUNITY SERVICE WORK AGREEMENT AND RULES

Probationer agrees to perform community service work for any Court approved agency, herein after referred to as "Authority," as part of the Court ordered sentence. For purposes of this Agreement, Authority means any Court approved agency, its employees, agents, officials, and supervisors, including any successors in office.

Probationer agrees that he/she:

1. Understands that he/she must complete all ordered hours of community service work as directed by Cherokee Probation.
2. Will perform community service work in a proper manner and shall have a positive and cooperative attitude. Any disruptive behavior or act of insubordination by the probationer may result in the immediate dismissal from the community service work site.
3. Will assume liability for any bodily or personal injury received as a result of performing community service work. Probationer will not institute any proceedings in law or equity against the Authority or its Insurers, the Court officials, the Probation Officers, Cherokee Probation, or any other party associated with community service work in any Federal, State, Administrative Court, and/or Worker's Compensation Board because of injury arising out of probationer's community service work or because of injury sustained while going to or from any location where community service work is to be performed.
4. Will not be considered an employee of the Authority, Court, or Cherokee Probation.
5. Will not be in possession of any weapon (firearm, knife, etc.) while on the premises of a community service work site and/or while performing community service work hours.
6. Will not be under the influence of alcohol or drugs while on the premises of any community serviced work site and/or while performing any community service work hours.
7. Understands that he/she will not be paid any compensation whatsoever for the community service work that he/she performs pursuant to the Court's order.
8. That he/she shall be responsible for providing personal transportation to and from community service work site or designated reporting location and meals while performing community service work.
9. Herein declares that he/she has no disability or handicap which will prevent the performance of any assigned community service work. Probationer understands that only the sentencing Judge may exempt their performance of community service work, which may be addressed in a hearing scheduled by the probation office.
10. Understands that if he/she does not satisfactorily perform and complete their community service work, probationer's probation may be revoked by the Court; which includes, but is not limited to, jail time.
11. Understands that community service work shall be completed at the rate of not less than eight (8) hours per month and/or at the direction of the Probation Officer until satisfactorily completed. Failure to do so is a violation of probation.
12. Understands that he/she is to report to the on-site supervisor upon arrival and departure and should report any problem to the on-site supervisor should one occur.
13. Understands that he/she is expected to arrive on time and not leave early and that it will be to the discretion of the community service work site whether or not to allow probationer to complete community service work hours if he/she is tardy.
14. Understands that he/she may not provide any monetary compensation or donate any services, supplies, or goods in lieu of working the community service work hours unless otherwise ordered by the Court.

I hereby certify that I have been given a copy of the Community Service Work Agreement and Rules.

Participant: _____

Date: _____

I hereby certify that I have, on this date, served upon the probationer a copy of the Community Service Work Agreement and Rules.

Probation Representative: _____

Date: _____