

**Benton-Franklin Juvenile Detention Center**  
5606 West Canal Place, Suite 106 ♦ Kennewick, WA 99336-1388  
(509) 783-2151 ♦ Fax (509) 736-2728

## Volunteer Program

Dear Volunteer:

**Please fill out the attached documents completely.**

### Application

- Include 4 references with **complete** mailing address or email address, and phone number  
(Please do not include relatives)
- Sign and date application

### Volunteer Oath of Office

- Print your name, then sign and date form.
- Read and initial RCW 13.40.570

### Statement of Volunteer Rights and Responsibilities in Agencies

- Signature and date required

### Release of Information Authorization (Police/DOL Record Check)

- Complete and submit online background form: [Background Check Authorization and Release](#)

Please return completed packet to Rosa Garcia, Executive Assistant, via email [Rosa.Garcia@co.benton.wa.us](mailto:Rosa.Garcia@co.benton.wa.us) or mail to the above address.



# BENTON-FRANKLIN COUNTIES JUVENILE DETENTION CENTER



Robert Guerrero, Chief  
Rudy Ruelas, Manager  
Lisa Callender, Asst. Manager

5606 W Canal Place, Suite 106  
Kennewick, WA 99336  
PHONE (509) 783-2151  
FAX (509) 736-2728

## VOLUNTEER APPLICATION

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_  
(Street) (City) (Zip)

BIRTH DATE: \_\_\_\_\_ GENDER: \_\_\_\_\_ SSN: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

IN CASE OF EMERGENCY, NOTIFY: \_\_\_\_\_ PHONE \_\_\_\_\_

RELATIONSHIP TO YOU: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

WORK ADDRESS: \_\_\_\_\_ OCCUPATION \_\_\_\_\_  
(Street) (City) (Zip)

CIRCLE THE HIGHEST GRADE COMPLETED: 8 9 10 11 12 13 14 15 16 DEGREE: \_\_\_\_\_

AREA OF STUDY: \_\_\_\_\_ CURRENTLY IN SCHOOL:  YES  NO WHERE? \_\_\_\_\_

DO YOU OWN AN OPERABLE AUTOMOBILE? YES  NO  IS THIS AUTOMOBILE INSURED? YES  NO

NAME OF INSURANCE COMPANY: \_\_\_\_\_ AGENT: \_\_\_\_\_

WHAT LANGUAGE (S) DO YOU: SPEAK \_\_\_\_\_ READ \_\_\_\_\_ WRITE \_\_\_\_\_

ORGANIZATION YOU REPRESENT: \_\_\_\_\_

ORGANIZATION'S ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

WERE YOU REFERRED TO THIS AGENCY BY AN EMPLOYEE OF THE JUVENILE COURT? YES  NO

IF YES, WHO REFERRED YOU? \_\_\_\_\_

WHY DO YOU WANT TO VOLUNTEER WITH THE JUVENILE DETENTION AND WHAT IS THE LENGTH OF COMMITMENT YOU COULD GIVE TO THIS AGENCY? \_\_\_\_\_

LIST ANY VOLUNTEER EXPERIENCE: \_\_\_\_\_

HAVE YOU HAD ANY EXPERIENCE WITH CHILD ABUSE? \_\_\_\_\_

PRESENT HEALTH: \_\_\_\_\_ ANY HEALTH PROBLEMS EXPLAIN) \_\_\_\_\_

PERSONAL INTERESTS, HOBBIES, OR SKILLS: \_\_\_\_\_

PLEASE LIST FOUR (4) REFERENCES: (INCLUDE AN EMPLOYER OR IMMEDIATE SUPERVISOR, IF APPLICABLE, AND AT LEAST TWO (2) PEOPLE WHO HAVE KNOWN YOU FOR TWO YEARS OR LONGER)

NAME	RELATIONSHIP	ADDRESS (E-mail or include City, State & Zip Code)

COMMENTS: \_\_\_\_\_

*In my service as a volunteer I agree that I am acting as an agent of the Juvenile Detention Center, and I will exercise due cause and act in good faith. I will respect and abide by the rights and responsibilities of professional staff noted on the reverse of this application.*

**I hereby declare that the above information is true and correct to the best of my knowledge.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION POLICY:** The Benton-Franklin Counties Juvenile Detention Center (BFJDC) does not discriminate in regard to race, color, religion, sex, nation origin, age, political affiliation, disability status or any other non-merit factor. BFJDC is also committed to an Affirmative Action Program.



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## JUVENILE COURT VOLUNTEER OATH OF OFFICE

I will conscientiously do my best to serve the court and the community as a representative of the Benton-Franklin Counties Juvenile Detention Center. I will provide services to the court as directed and authorized, and abide by the rules, regulations, policies and code of ethics of the court.

I will keep confidential any information, records, files, papers, and/or communications to which I gain access in the course of my duties. I will not disclose any information except to those who have recognized status in the matter or unless otherwise directed by the court.

As a Detention volunteer, I understand that I am a mandated reporter 24 hours a day. I will report all incidences of abuse or neglect pursuant to RCW 26.44.030 and will complete a written verification form as provided by the agency.

I certify that I have read and am knowledgeable of the requirements of RCW 13.40.570 (see attached – Sexual misconduct by state employees, contractors) and of the new crimes committed included in RCW 9a.44, Sexual Offense (see attached listing).

In the event that there is a change in my criminal history status during my volunteerism with the Benton-Franklin Juvenile Detention Center, I will notify my immediate supervisor or manager by the next business day.

\_\_\_\_\_  
Juvenile Detention Volunteer (*Please Print Legibly*)

\_\_\_\_\_  
Juvenile Detention Volunteer/Intern Signature

\_\_\_\_\_  
Date

Attached: RCW 13.40.570 – Sexual misconduct by state employee, contractors  
Chapter 9A.44 RCW Sex Offenses – List of RCW Sections



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## Information and Systems Agreement

As a volunteer, I understand that I may have access to confidential, as well as public information and records in files and databases, to include but not limited to, court case files, Juvenile Tracking System (JTS), the Judicial Information System/Juvenile and Corrections System (JIS/JCS), Liberty, Odyssey, Inside Washington Courts and databases of other organizations, including but not limited to I-leads and Powerschool. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that I may access, read or handle confidential records to the extent required in, and for the purpose of, performing my assigned duties as a volunteer.
2. I agree to use all state and local systems I have access to for work duty purposes only. At no time will I use systems for personal use.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained during my time with the Court/Detention. I understand that:
  - a. I may divulge confidential information to judicial officers and authorized court employees as necessary to perform my job duties.
  - b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
  - c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my official work duties, to include social media posts or comments.
4. I agree to consult my supervisor on any questions I may have concerning whether information may be disclosed.
5. I understand that using this information for non-work duty purposes or unauthorized release of confidential information may be grounds for disciplinary or legal action, to include termination of volunteer status.
6. I agree to notify my supervisor immediately should I become aware of a situation, which could result in a violation of this agreement, whether this be on my part or on the part of another person.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



# WASHINGTON STATE LEGISLATURE

## Chapter 9A.44 RCW Sex Offenses

### RCW Sections

- [9A.44.010](#) Definitions.
- [9A.44.020](#) Testimony -- Evidence -- Written motion -- Admissibility.
- [9A.44.030](#) Defenses to prosecution under this chapter.
- [9A.44.040](#) Rape in the first degree.
- [9A.44.045](#) First degree rape -- Penalties.
- [9A.44.050](#) Rape in the second degree.
- [9A.44.060](#) Rape in the third degree.
- [9A.44.073](#) Rape of a child in the first degree.
- [9A.44.076](#) Rape of a child in the second degree.
- [9A.44.079](#) Rape of a child in the third degree.
- [9A.44.083](#) Child molestation in the first degree.
- [9A.44.086](#) Child molestation in the second degree.
- [9A.44.089](#) Child molestation in the third degree.
- [9A.44.093](#) Sexual misconduct with a minor in the first degree.
- [9A.44.096](#) Sexual misconduct with a minor in the second degree.
- [9A.44.100](#) Indecent liberties.
- [9A.44.105](#) Sexually violating human remains.
- [9A.44.115](#) Voyeurism.
- [9A.44.120](#) Admissibility of child's statement -- Conditions.
- [9A.44.130](#) Registration of sex offenders and kidnapping offenders -- Procedures -- Definition -- Penalties.
- [9A.44.135](#) Address verification.
- [9A.44.140](#) Registration of sex offenders and kidnapping offenders -- End of duty to register -- Expiration of subsection.
- [9A.44.145](#) Notification to offenders of changed requirements.
- [9A.44.150](#) Testimony of child by closed-circuit television.
- [9A.44.160](#) Custodial sexual misconduct in the first degree.
- [9A.44.170](#) Custodial sexual misconduct in the second degree.
- [9A.44.180](#) Custodial sexual misconduct -- Defense.
- [9A.44.900](#) Decodifications and additions to this chapter.
- [9A.44.901](#) Construction -- Sections decodified and added to this chapter.
- [9A.44.902](#) Effective date -- 1979 ex.s. c 244.
- [9A.44.903](#) Section captions -- 1988 c 145.



# WASHINGTON STATE LEGISLATURE

## RCW 13.40.570

### Sexual misconduct by state employees, contractors. (Effective July 1, 2006.)

- (1) When the secretary has reasonable cause to believe that sexual intercourse or sexual contact between an employee and an offender has occurred, notwithstanding any rule adopted under chapter [41.06](#) RCW the secretary shall immediately suspend the employee.
- (2) The secretary shall immediately institute proceedings to terminate the employment of any person:
  - (a) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
  - (b) Upon a guilty plea or conviction for any crime specified in chapter [9A.44](#) RCW when the victim was an offender.
- (3) When the secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.
- (4) The secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:
  - (a) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
  - (b) Upon a guilty plea or conviction for any crime specified in chapter [9A.44](#) RCW when the victim was an offender.
- (5) The secretary, when considering the renewal of a contract with a contractor who has taken action under subsection (3) or (4) of this section, shall require the contractor to demonstrate that there has been significant progress made in reducing the likelihood that any of its employees will have sexual intercourse or sexual contact with an offender. The secretary shall examine whether the contractor has taken steps to improve hiring, training, and monitoring practices and whether the employee remains with the contractor. The secretary shall not renew a contract unless he or she determines that significant progress has been made.
- (6)(a) For the purposes of RCW [50.20.060](#), a person terminated under this section shall be considered discharged for misconduct.
  - (b)(i) The department may, within its discretion or upon request of any member of the public, release information to an individual or to the public regarding any person or contract terminated under this section.
  - (ii) An appointed or elected public official, public employee, or public agency as defined in RCW [4.24.470](#) is immune from civil liability for damages for any discretionary release of relevant and necessary information, unless it is shown that the official, employee, or agency acted with gross negligence or in bad faith. The immunity provided under this section applies to the release of relevant and necessary information to other public officials, public employees, or public agencies, and to the public.
  - (iii) Except as provided in chapter [42.56](#) RCW, or elsewhere, nothing in this section shall impose any liability upon a public official, public employee, or public agency for failing to release information authorized under this section. Nothing in this section implies that information regarding persons designated in subsection (2) of this section is confidential except as may otherwise be provided by law.
- (7) The department shall adopt rules to implement this section. The rules shall reflect the legislative intent that this section prohibits individuals who are employed by the department or a contractor of the department from having sexual intercourse or sexual contact with offenders. The rules shall also reflect the legislative intent that when a person is employed by the department or a contractor of the department, and has sexual intercourse or sexual contact with an offender against the employed person's will, the termination provisions of this section shall not be invoked.
- (8) As used in this section:
  - (a) "Contractor" includes all subcontractors of a contractor;
  - (b) "Offender" means a person under the jurisdiction or supervision of the department; and
  - (c) "Sexual intercourse" and "sexual contact" have the meanings provided in RCW [9A.44.010](#).

**Volunteer Initials**

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**BENTON-FRANKLIN JUVENILE DETENTION CENTER  
STATEMENT ON VOLUNTEER RIGHTS AND  
RESPONSIBILITIES IN AGENCIES**

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In an effort to maintain facility safety and achieve the volunteer/intern's goals, the following rights and responsibilities need to be made clear as a matter of policy:

**VOLUNTEER RIGHTS:**

- A. Treated as non-paid staff
- B. Assignment based on interest, ability, and agency needs
- C. Undergo screening
- D. Receive initial training for assigned department and further training as deemed appropriate by the Juvenile Court.
- E. Register complaints about program to chain of command (1) Supervisor/Lead Staff, (2) Program Manager or (3) Administrator

**VOLUNTEER RESPONSIBILITIES:**

- A. Complete applicant packet
- B. Sign-In at front desk and obtain volunteer badge each time you enter agency
- C. Act in professional manner as non-paid staff
- D. Never overstate or misuse authority of position
- E. Maintain confidentiality
- F. Keep records of time spent
- G. Understand role of paid staff; stay in bounds of volunteer responsibility
- H. Dress and speak as a professional
- I. Provide valid record checks
- J. Report problems or concerns to Program Manager
- K. Obey rules of agencies and state laws

**TERMINATION OF A VOLUNTEER:**

Volunteer will not be allowed access to Juvenile Detention Center if any of the following occur:

- A. Possessing or consuming intoxicants or illegal drugs while volunteering
- B. Possession of weapons while volunteering
- C. Immoral behavior
- D. Misuse of Juvenile Detention Center property
- E. Physical violent acts
- F. Repeated dereliction of duty regarding responsibility to client
- G. Dereliction of duty as a role model, (i.e. inappropriate behavior, obscene language, demeanor or apparel)
- H. Breach of confidentiality
- I. Abuse of authority of position



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## Volunteer Assumption of Risk, Waiver and Release

**Please read the following:** *Your signature indicates you understand and agree. Any questions please check with the Detention Manger or Assistant Manager.*

### **Volunteer Workers**

I understand that as a volunteer worker as defined by RCW 51.12.035, I agree to submit the number of hour volunteer to the assigned volunteer program. I agree to abide by the policies, procedures and guidelines set forth by the Benton-Franklin Counties.

### **Volunteer – Not An Employee of Benton-Franklin Counties**

I acknowledge that as a volunteer I will not represent myself as or claim to be an officer or employee of Benton or Franklin County or claim any right, privilege or benefit which would accrue to an employee of the Benton or Franklin County. I understand that I will not receive any personal compensation for services rendered through volunteer activities.

### **Non-Discrimination**

Volunteers are considered for service without regard to race, color, religion, gender, national origin, sexual orientation, age, genetic information, marital or veteran status, or the presence of any disability.

### **Public Record**

Pursuant to the Washington Public Disclosure Act, (RCW 42.56), this form constitutes a public record and is subject to public release upon request.

### **Accidents / Injuries While Volunteering**

If an accident occurs while performing as a volunteer, the accident must be reported to the Volunteer Project Coordinator immediately or within 24 hours. It is understood that if a volunteer is injured while performing volunteer activities, the volunteer may be eligible for workers' compensation medical aid benefits as described in RCW 51.12.035. Failure to document volunteer time and names may make volunteers ineligible to receive such benefits per RCW 51.12.035. In addition, registered volunteers may be afforded liability coverage through the County's self-insured liability program. For specific information, please contact Benton County Human Resources.

### **Assumption of Risk, Waiver and Release**

I am fully aware that the work associated with being a Benton County Volunteer involves risks of physical injury or death. I understand that I may choose among the volunteer jobs offered to me and I am under no obligation to accept any placement unless I choose to do so. I agree to follow safety precautions and take full responsibility for my actions and for my physical condition. Being fully informed as to the risks and in consideration of my being allowed to participate in the County's Volunteer Program, I hereby assume all risk of injury, damage and harm to myself arising from such activities or use of County facilities. I also hereby individually and on behalf of my heirs, executors and assignees, release and agree to hold the County, its officials, employees and agents harmless against all claims, loss, liability or expense, including attorney's fees for any personal injury, death or other consequences which may result from my participation in volunteer activities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name