



Contractual and *Ujrah* Clarity in BKB Cadres' Service Arrangement: An *Ijarah al-Asykh* Analysis in Natar Village, South Lampung

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ARTICLE INFO	ABSTRACT
Keywords: BKB cadres ijarah al-asykhash Islamic economic law Posyandu ujrah	Community cadres often work between voluntary participation and paid public service. This study examines the service arrangement of Bina Keluarga Balita (BKB) cadres integrated with Posyandu in Natar Village, South Lampung, and evaluates its conformity with <i>ijarah al-asykhash</i> under Islamic economic law. Using empirical legal research with a descriptive qualitative approach, data were collected through interviews, observation, and document review involving ten purposively selected informants from provincial and subdistrict program institutions, the village government, Posyandu management, and BKB cadres. Data were analyzed inductively using source triangulation and a normative matrix covering the parties, consent, services, service period, <i>ujrah</i> , rights, obligations, and dispute prevention. The findings show that the village head's decree establishes organizational membership rather than a complete service contract. Duties and schedules are mainly communicated orally, activities generally follow the monthly Posyandu agenda, and cadres receive IDR 130,000 per month, but these elements are not brought together in one clear agreement. The absence of a written document does not automatically invalidate <i>ijarah</i> because Islamic law recognizes oral agreements. The main weakness is uncertainty about the authorized service recipient, detailed duties, scheduling, the basis and procedure of payment, and responsibility. The arrangement therefore cannot be consistently classified as either pure <i>tabarru'</i> or fully specified <i>ijarah</i> . A two-layer governance model is proposed: an appointment decree that establishes institutional status and a service agreement that clarifies duties, duration, compensation, accountability, complaints, and termination. This model can strengthen preventive legal protection while preserving the community-based character of BKB cadres.
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INTRODUCTION

The Integrated Service Post (Posyandu) is a community-based service platform that connects village governments, health workers, families, and community cadres. Under recent policy developments, Posyandu is no longer viewed only as a maternal and child health activity. It is also part of the village institutional system that helps the village head provide community empowerment and basic services. Ministry of Home Affairs Regulation Number 13 of 2024 confirms the role of Posyandu in public service delivery, while health services continue to involve health professionals assisted by cadres (Kementerian Dalam Negeri Republik Indonesia, 2024). Cadres therefore have two roles at the same time. They come from the community and rely on social participation, but they also perform scheduled and coordinated tasks that directly support public programs. Studies of community health workers in Indonesia show that their close relationship with local communities is a major strength, although their position between the community and the formal system can create differences in expectations, support, authority, and recognition of their contributions (LeBan et al., 2021; Randell et al., 2024; Scott et al., 2018).

Bina Keluarga Balita (BKB) cadres are part of this arrangement. They provide guidance to families, monitor the development of participants and children, support service activities, conduct home visits when needed, and prepare activity reports. Their work is often integrated with the Posyandu schedule so that families can receive health, parenting, and child development services in

one place. Previous studies show that training, social recognition, supervision, institutional support, and compensation can affect cadres' motivation and continued participation (Ekowati et al., 2016; Kok et al., 2015; Tumbelaka et al., 2018; Westgate et al., 2021). Incentives are not only financial; they can also recognize the time and responsibilities contributed by cadres. At the same time, differences between institutional expectations and cadres' expectations can reduce motivation when voluntary status and service obligations are not defined consistently (Ormel et al., 2019; Wisnuwardani, 2013). Therefore, describing cadres as volunteers does not remove the need for transparent governance when institutions assign duties, schedules, accountability, and honoraria.

This issue can be seen in the service relationship of BKB cadres at Posyandu Nusa Indah Sukamaju, Natar Village, Natar Subdistrict, South Lampung Regency. Based on field data, the village head issued a decree establishing the group and listing its chairperson and cadre members. Technical activities are then coordinated with Posyandu managers, the village midwife, and family planning field officers. However, the decree does not specify the type of services, workload, service period, scheduling procedure, amount and timing of honorarium payments, or procedures to follow when one party cannot fulfill its responsibilities. Most operational instructions are given orally, and activity times follow the availability of the village midwife. This situation creates a gap between organizational recognition and certainty in the service relationship.

Under Islamic economic law, the use of a person's services can be analyzed through *ijarah al-asykhash* or *ijarah 'ala al-a'mal*. This type of contract transfers the benefit of lawful services for specific work in return for agreed compensation. Clarity involves not only the identity of the parties, but also the service or work, the period or measure of performance, *ujrah*, and the rights and obligations that make performance assessable (Gojali et al., 2022; Muhit et al., 2024). Fatwa of the National Sharia Council-Indonesian Ulema Council Number 112/DSN-MUI/IX/2017 states that an *ijarah* contract must be explicit, clear, and understood by both the service provider and the service recipient. The same fatwa allows contracts to be made orally, in writing, through signals, actions, or electronic media, so a written document is not the only requirement for validity. However, the amount or quality of *ujrah* must be clear, whether stated as a fixed amount, percentage, or formula known and agreed by the parties (Dewan Syariah Nasional-Majelis Ulama Indonesia, 2017). Therefore, the legal issue is not simply whether a written contract exists, but whether the parties' intentions and obligations can be understood without harmful uncertainty.

Literature on Islamic wages generally emphasizes fairness, mutual consent, transparency, and a reasonable relationship between compensation and the value of the service provided (Gojali et al., 2022; Muslimin & Etika, 2020; Yasmeeen, 2023). Contemporary studies of *ijarah* also show that flexibility in the form of a contract must still be balanced by clarity about the service and compensation (Muhit et al., 2024). In contrast, studies of cadres mainly discuss competence, motivation, performance, participation, and incentives (Agarwal et al., 2019; Haldane et al., 2019), while studies of service or employment contracts commonly focus on company workers or commercial service providers. Global research also shows that the sustainability of cadre programs depends on governance, system support, and consistency between assigned roles and available resources (Lewin et al., 2021; Pallas et al., 2013). Few studies bring these two areas together to explain a community service relationship that is formally described as voluntary but in practice includes institutional appointment, coordinated duties, and honorarium payments. This gap can lead to two overly simple conclusions: treating cadres as ordinary workers with all employment-law consequences, or assuming that voluntary status removes any need to clarify the service relationship.

This study addresses that gap through two analytical contributions. First, it distinguishes an appointment decree as an organizational instrument from a service agreement as the source of rights and obligations. Second, it assesses the BKB cadre relationship through two possible Sharia foundations: *tabarru'* when the service is genuinely voluntary and the honorarium is only assistance or appreciation, and *ijarah al-asykhash* when services are provided in exchange for compensation. This distinction is necessary because the label used by an institution does not always determine the true nature of the relationship. Classification should be based on the pattern of duties, the level of

direction, expectations of payment, and the agreement between the parties. The study therefore contributes by explaining the hybrid nature of cadre relationships and proposing a governance arrangement that can align the contract with actual practice.

Based on this background, the study answers two questions. First, how are the institutional arrangement, task implementation, scheduling, and honorarium payments for BKB cadres organized at Posyandu Nusa Indah Sukamaju? Second, how does this relationship conform to the elements of *ijarah al-asykhash* and the principles of legal protection? The study aims to map the service relationship empirically, assess each contract element separately, and propose a governance model that provides legal certainty without removing the participatory character of cadre work. The findings are expected to extend the discussion of Islamic economic law from commercial transactions to the governance of community services at the village level.

METHOD

Design and Approach

This study used empirical legal research with a descriptive qualitative approach. The empirical approach was used to understand how the service relationship was formed and carried out, while normative analysis was used to assess the findings based on the concept of *ijarah al-asykhash*, DSN-MUI Fatwa Number 112/DSN-MUI/IX/2017, contract principles in the Compilation of Sharia Economic Law, and relevant positive law. A case study design was selected because the research focused on one service unit: BKB cadres who work with Posyandu Nusa Indah Sukamaju in Natar Village. This limited setting is important so that the findings are not generalized to all Posyandu units in South Lampung Regency.

Research Site and Informants

Informants were selected purposively based on their involvement in policy development, program coordination, cadre appointment, and service implementation. Ten informants represented the provincial, subdistrict, and village levels, as well as Posyandu and BKB implementers. In the analysis, informants are identified by their institutional roles rather than by personal names. The composition of informants is presented in Table 1.

Table 1. Composition of research informants

Informant group	Number	Relevance of information
Representative of the population and family planning program management team at Lampung Province level	1	Program policy and guidance
Representative of the family planning program management unit at Natar Subdistrict level	1	Program coordination at the subdistrict level
Family planning field officer (PLKB)	1	BKB assistance and technical implementation
Head of Natar Village	1	Cadre appointment and village government support
Posyandu chairperson/manager or BKB cadre coordinator	1	Activity coordination and task distribution
BKB cadre members	5	Experience in carrying out duties and receiving honoraria
Total	10	

Data Sources and Collection Techniques

Primary data came from interviews with all informants and observations of the service setting. The interviews covered the process of selecting and appointing cadres, who gave instructions, the types and frequency of tasks, how schedules were arranged, the basis of the honorarium, payment procedures, and cadres' understanding of their rights and responsibilities. Observation was used to examine coordination and the connection between BKB activities and the Posyandu schedule. Secondary data included available decrees on the appointment of groups or cadres, program

guidelines, DSN-MUI fatwas, laws and regulations, and literature on *ijarah*, remuneration, and community health workers.

Data Analysis and Trustworthiness

The data were analyzed inductively in four stages. First, interview data and field notes were selected according to the study's focus on institutional relationships, work, time, compensation, and protection. The information was then coded according to the roles of the parties and compared across sources to identify consistent patterns and differences. Next, the empirical findings were entered into a normative matrix covering the parties, *shighat*, service benefits, time, *ujrah*, consent, responsibility, and dispute prevention. Finally, the researchers developed an interpretation that clearly separated facts, legal assessment, and recommendations. Data trustworthiness was strengthened through source triangulation among government representatives, program coordinators, managers, and cadres, and through method triangulation across interviews, observations, and documents.

RESULTS AND DISCUSSION

Institutional Configuration and Cadre Appointment Mechanism

The findings show that the service relationship involves more than two actors. The village head has the formal role of establishing the group and appointing cadre members through a decree. Family planning field officers (PLKB), the village midwife, and Posyandu managers coordinate technical activities, while the cadres provide services to families. This structure explains why the earlier manuscript alternately referred to the village office, village head, Posyandu, and BKKBN as parties to the agreement. In fact, these institutions have different functions and are not all parties to the contract. The decree confirms the cadres' organizational status, but it does not clearly identify the service recipient, the party authorized to promise the honorarium, or the party responsible when problems arise in payment or task performance.

The appointment document examined in this study establishes or confirms the group and lists the chairperson and members. It does not contain clauses describing an exchange of obligations as would normally appear in a service agreement. There is no detailed description of individual duties, service targets, length of appointment, frequency of activities outside routine meetings, or evaluation procedures. In other words, the main function of the document is to establish a position within the organization, not to create a complete contractual relationship. This distinction is important because including a cadre's name in a decree does not automatically prove that all requirements of *ijarah* have been agreed upon.

Task Implementation, Service Time, and Honorarium

BKB activities are carried out together with the Posyandu schedule, which generally takes place once a month. In practice, the timing follows the village midwife's schedule and is communicated to cadres orally. This arrangement allows services to adjust to field conditions, but there is no written procedure for the minimum notice period, length of attendance, rescheduling, or additional duties. Cadres understand that they are expected to attend and support activities, but their individual performance requirements have not been clearly defined. Uncertainty becomes more visible when work extends beyond the regular service day, such as preparation, data recording, reporting, communication with families, or program-related visits.

Field data show that cadres at the study site receive an honorarium of IDR 130,000 per month. However, this amount is not stated in the appointment decree and is not linked to a workload formula, frequency of activities, or division of roles. The budgeting mechanism and payment schedule are also not written as commitments that all parties understand in the same way. As a result, cadres know the amount they usually receive from practice rather than from a clause that clearly states who must pay, when payment is due, and how the amount may be changed. This finding does not by itself prove a violation of minimum wage rules because the existence of a formal employment relationship has not been established. However, it does show weaknesses in transparency and certainty regarding compensation.

Summary Assessment of Contract Elements

Each element needs to be assessed separately so that administrative weaknesses are not automatically treated as making the contract invalid. Table 2 compares the field evidence with the requirements of *ijarah al-asykhash*.

Table 2. Assessment matrix of the service relationship based on the elements of *ijarah al-asykhash*

Assessed element	Field evidence	Assessment
Parties and authority	The village head appoints cadres; PLKB officers, the village midwife, and Posyandu managers coordinate activities	The actors are identifiable, but the service recipient and the party responsible for payment are not clearly specified
<i>Shighat or statement of intent</i>	There is an appointment decree and oral instructions/agreements	An oral form can be valid, but the content of the agreement is not yet sufficiently integrated and measurable
Service or benefit	Cadres support BKB services integrated with Posyandu	The service is lawful and can be provided, but the details of duties and limits of responsibility are incomplete
Service time and period	Activities are generally monthly and follow the village midwife's schedule	The basic frequency is known, but the appointment period, service hours, and procedure for schedule changes are unclear
<i>Ujrah or honorarium</i>	Local practice provides IDR 130,000 per month	The actual amount is known, but its basis, payment timing, and procedure for changes are not stated in a clear agreement
Consent and balance	Cadres accept the appointment and carry out the activities	Participation exists, but discussion of duties and compensation is not documented
Accountability and problem resolution	Coordination is carried out through institutional and informal channels	There is no clear procedure for complaints, payment corrections, termination, or cadre replacement

Hybrid Relationship Between Voluntary Service and Service Exchange

The findings show that the relationship has a hybrid character. On one side, cadres are recruited from the community, agree to serve as volunteers, and participate in social services. On the other side, their membership is formally established by village officials, their tasks are coordinated by program officers, attendance follows an institutional schedule, and they receive a monthly honorarium. These features mean that the relationship cannot be understood only through the label 'voluntary.' Studies of Indonesian cadres also describe them as community volunteers selected by village leadership and often supported through village funds, while still facing uncertainty about their position and support within the formal system (Randell et al., 2024). Experiences from other countries show that an initial motivation to serve the community can exist alongside a need for recognition, material support, and clear accountability (Maes & Kalofonos, 2013; Ormel et al., 2019). In other words, a community-based role and a clear accountability structure can exist together.

From a contract perspective, classification should follow the substance of the relationship. If cadres provide services as an act of goodwill without compensation being a required return, the relationship is closer to *tabarru'*. Transport assistance or other forms of appreciation may still be provided, but they should be clearly described as incentives that do not create an exchange of services. In contrast, if the institution requires specific duties and cadres expect the promised payment for carrying them out, the relationship is closer to *ijarah al-asykhash*. The main problem at the study site is not simply the small amount of the honorarium, but the lack of a consistent classification. The term 'voluntary' is used while duties and honoraria are also assigned, and the existing documents do not explain the legal status of the payment.

This distinction has practical consequences. In a *tabarru'* relationship, the institution still needs to explain the scope of participation, activity safety, cost support, and how cadres may end their involvement. However, it should not present the honorarium as guaranteed wages if the budget does not ensure payment. In an *ijarah* relationship, the service and *ujrah* should be stated as reciprocal obligations that can be claimed according to the agreement. An institution should not benefit from

the flexibility of both categories at once by demanding performance like a paid relationship while avoiding certainty of payment on the grounds that the work is voluntary. The principle of fairness in Islamic remuneration requires consistency between the value of the work, the agreement, and the treatment of the service provider (Yasmeen, 2023).

Clarity of *Shighat*, Services, Time, and *Ujrah*

The findings challenge the assumption that an unwritten contract is automatically invalid under Sharia law. DSN-MUI Fatwa Number 112 of 2017 recognizes oral agreements, actions, signals, and electronic forms as long as they are expressed clearly and understood by the parties. Research on the application of this fatwa also shows that the main issue is the clarity of the agreement rather than the medium used (Riska & Permata, 2022). Therefore, oral instructions to BKB cadres may form part of an agreement. However, oral arrangements become vulnerable when information is given by several actors, changes according to circumstances, and has no common point of reference. In such conditions, a written document serves as evidence and a tool for preventing disputes, not as the only source of legal validity.

The services examined in this study are basically lawful and beneficial. Family counseling, child development support, data recording, and assistance with Posyandu services contribute to community welfare. The weakness lies in the level of detail. Cadres have not received one clear description that separates routine duties, occasional duties, individual responsibilities, and work that requires support from professional staff. This uncertainty can allow the workload to expand unilaterally and make it difficult to assess whether the promised service has been delivered. In *ijarah*, work does not need to be described in so much detail that all flexibility is lost, but its main boundaries must be clear enough to prevent disputes (Gojali et al., 2022; Muhit et al., 2024).

The time element shows a similar problem. A monthly schedule provides an initial framework, but it does not explain the period of appointment, the duration of activities, preparation time, or procedures for changing the schedule. Adjusting activities to the village midwife's agenda can be reasonable because the services are collaborative. However, flexibility should be managed through an agreed procedure, such as minimum notice, confirmation of cadre availability, and arrangements for substitutes. Such a mechanism supports service continuity without making cadres' time completely dependent on one-sided decisions. Clear timing is also needed to assess whether the honorarium is reasonable and to distinguish organizational duties from additional voluntary assistance.

Regarding *ujrah*, the actual payment of IDR 130,000 per month is not enough by itself to meet all requirements of clarity. The DSN-MUI fatwa allows payment in cash, in installments, or at a later time, but the basis and method must be agreed upon. Periodic payment is therefore acceptable if cadres know from the beginning the amount, the period covered, the funding source, the payment date, and the possibility of delay. Problems arise when the amount is known only through routine practice and may change without a clear procedure. Literature on Islamic remuneration treats transparency, consent, and balance as parts of fairness, not merely administrative details (Gojali et al., 2022; Muslimin & Etika, 2020). Comparative studies of community health workers also emphasize that compensation models should reflect job demands, workload, skills, and available protection rather than simply maintaining the label of volunteer work (Ballard et al., 2021; Colvin et al., 2021). A small honorarium may affect cadre motivation and sustainability, although its amount should not be the only measure of recognition (Ekowati et al., 2016; Wisnuwardani, 2013).

Considering all elements, the relationship is better described as 'not yet fully meeting the substantive clarity required for *ijarah*' rather than being declared invalid simply because it is unwritten. The parties and the general service benefits can be identified, but the authority of the service recipient, scope of work, timing, basis of *ujrah*, and accountability mechanisms are not yet connected in one clear agreement. These gaps create *jahalah*, or insufficient knowledge about the obligations, which may lead to *gharar* and disputes. This assessment is more balanced because it recognizes that services have been provided and have produced benefits while also identifying the

elements that need improvement. The contract can be improved prospectively without disregarding the contributions already made by the cadres.

Relevance of Labor Law and Limits of Its Application

The earlier manuscript described cadres as part-time workers and then treated their rights as equivalent to those of company employees. That conclusion is too broad. Under Indonesian labor law, an employment relationship generally involves work, wages, and orders, while its application also depends on the legal position of the worker and the employer (Republik Indonesia, 2003, as amended by Republik Indonesia, 2023). The study data do show the existence of work, coordination, and honorarium payments. However, the cadres are community members appointed within a village service structure, not company employees whose status has been established through an employment agreement. The available evidence is therefore not sufficient to conclude categorically that the full industrial relations framework applies.

This caution does not mean that cadres should be left without protection. On the contrary, uncertainty about their status makes preventive protection even more necessary. The village government and program managers should provide clear information about duties, activity safety, operational costs, honoraria, non-discriminatory treatment, evaluation, and complaint channels. If the arrangement later meets the elements of an employment relationship and is used continuously with a strong level of subordination, its classification should be reviewed under applicable labor law, including the changes introduced by Law Number 6 of 2023 and Government Regulation Number 35 of 2021. This conditional approach is more defensible than directly applying minimum wage rules, social security, or full employee rights without first examining legal status.

Ministry of Home Affairs Regulation Number 13 of 2024 also emphasizes the need for clear Posyandu governance to support village heads in providing community services and empowerment. The regulation does not automatically make cadres formal employees, but it strengthens institutional responsibility for organizing, guiding, and supporting service delivery. Cadre protection should therefore be developed in two layers. The first layer is administrative certainty regarding their position as organizational members or program implementers. The second is transactional certainty when services are exchanged for compensation. This separation allows village governments to maintain the participatory character of Posyandu while preventing voluntary status from being used as a reason to leave duties and payments unclear.

Reconstructing Contract Governance

The first improvement is to separate two types of documents. The village head's decree should continue to establish the group, list its managers and members, define the appointment period, coordination channels, and institutional basis. A second document should take the form of a service agreement or attachment signed by the authorized party and the cadres. The agreement does not need to be complicated, but it should at least include the identity of the parties, classification of the relationship, service objectives, main duties, frequency of activities, procedures for schedule changes, duration, form of *ujrah* or incentive, payment schedule, funding source, operational costs, reporting, evaluation, complaints, and termination. If honorarium funding depends on the village budget (APBDes), the agreement should openly state the relevant budget period and the procedure for any changes.

The second improvement is to determine the contract according to the actual relationship. If the village government intends the role to be voluntary, the document should use the language of *tabarru'*, explain that any payment is an incentive or reimbursement of expenses, and limit the duties so that they do not resemble employment obligations without clear protection. If implementation requires targets, attendance, reporting, and regular compensation, *ijarah al-asykhash* is more appropriate. Under this second option, *ujrah* may be set as a fixed amount or through a transparent formula that reflects roles and activities. All cadres do not have to receive the same amount when their responsibilities differ, but the basis for any difference should be explainable and agreed upon.

This model is consistent with the flexibility of contemporary *ijarah* while maintaining the principle of fairness (Muhit et al., 2024; Yasmeen, 2023).

The third improvement is to strengthen consultation and mutual agreement. Cadres should receive the proposed duties and compensation before the appointment takes effect, have an opportunity to ask questions, and give consent without pressure. Material changes to schedules, workload, or honoraria should be communicated and agreed upon again. Activity and payment records can be kept in a simple monthly form acknowledged by the chairperson and the cadres. Complaint procedures should be arranged in stages through the group chairperson, PLKB or program manager, and the village government. These steps shift protection from responding after a dispute occurs to preventing disputes through clear information and accessible evidence.

This reconstruction benefits all parties. Cadres gain clarity about their contributions and compensation; managers have a clear basis for dividing tasks; PLKB officers and the village midwife can coordinate schedules more systematically; and the village government has an accountability record for the use of funds. The community ultimately receives more consistent services because internal uncertainty is reduced. The two-document framework can also be adapted to other cadre-based programs by adjusting the type of service and funding source. However, implementation requires institutional decisions and cannot be placed only on Posyandu managers because appointment and budget authority are held by different actors.

Study Limitations

This study focused on one Posyandu and ten informants, so the findings describe a case in Natar Village and do not represent all of South Lampung Regency. The documents analyzed mainly consisted of the appointment decree and records available to the researchers. The study did not compare village budgets (APBDes), honorarium standards across villages, payment transfer records, or all local operational guidelines. It also did not determine employment status through court proceedings or labor inspections. Therefore, labor law was discussed only as a conditional relevance test, not as a legal ruling on cadre status. Future studies should compare several villages, trace funding sources, and examine cadres' experiences over time after a service agreement model is implemented.

CONCLUSIONS

The service relationship of BKB cadres at Posyandu Nusa Indah Sukamaju is established through a village head's decree and operational coordination among several actors, but it is not yet supported by one agreement that clearly brings together duties, time, honorarium, and responsibility. The decree provides organizational legitimacy rather than serving as a complete service contract. Monthly activities, scheduling based on the village midwife's availability, and an honorarium of IDR 130,000 per month are known in practice, but their basis and procedures are not stated clearly enough. The absence of a written contract does not automatically make the agreement invalid because oral *ijarah* is recognized. The main problem is substantive uncertainty that may create *gharar*, especially regarding the authorized service recipient, scope of duties, service period, *ujrah*, and accountability mechanisms.

The relationship should also not automatically be classified as formal employment simply because duties and honoraria exist. Its voluntary character must be assessed against the actual level of direction, expectations of payment, and workload. If the service is genuinely based on *tabarru'*, the status of incentives and the limits of participation should be stated transparently. If services are exchanged for compensation, *ijarah al-asykhash* should be formed more completely. A two-document model consisting of an appointment decree and a service agreement offers the most proportionate solution for aligning institutional status, Sharia principles, village accountability, and preventive legal protection for cadres.

AUTHOR CONTRIBUTION STATEMENT

NCL, LF, and GLI contributed to the conceptualization, analysis, drafting or critical revision of the manuscript, approved the final version, and agreed to be accountable for the work.

AI DISCLOSURE STATEMENT

The authors used ChatGPT during manuscript preparation to support language editing, structural refinement, formatting, and reference organization. The authors reviewed and verified the resulting text and take full responsibility for the content of the publication.

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