



4.0.1.1 Volunteer Policy/Procedure

Introduction:

Individuals who volunteer their time and expertise to the college provide an important service and help Century further its mission. Volunteers perform supplemental tasks that generally would not be completed without their volunteer assistance. Volunteers are not intended to replace the need for paid staff.

Volunteers are not considered employees of the College. Volunteers are free to refuse to perform the work without sanction and without being required to explain or justify their decisions.

Procedure:

This procedure applies to individuals who:

- a. directly to the college whether on an ad hoc basis or through a formal volunteer program, including spouses or partners of the president performing ceremonial roles or otherwise engaged in a volunteer capacity on behalf of the college;
- b. provide services under the supervision of the college and
- c. receive no compensation for such services.

Volunteers may not be used in full-time, long-term assignments. Volunteer activities are expected to be part-time, sporadic, or of limited duration.

Requirements for volunteers

Volunteers must comply with applicable college policies and procedures pertaining to computers or other electronic resources, key issuance, and other policies or procedures related to their volunteer assignment. Before performing any activities for which background checks are required, a volunteer must submit to, and satisfactorily clear, the appropriate background check.

Volunteers will generally not be given access to protected student, personnel or other data. Limited access may be granted if the information is necessary to fulfill the purpose of the volunteer; the volunteer has been instructed on the requirements of the law and protecting the data, have signed a confidentiality form and have gone through Security Awareness Training.

A person serving as a volunteer coach must sign a volunteer coaching release of liability form prior to performing such duties.

Restrictions and Conditions

Volunteers are not eligible for workers' compensation for injuries incurred while performing volunteer duties. If injuries occur while performing volunteer duties, the volunteer should contact campus security to process an Incident Report. The college can not agree to cover an injured person's costs except when a volunteer acts in good faith, within the scope of the volunteer assignment. They may be covered under the state tort claims act,

Minnesota Statute section 3.736. State law provides for legal representation and indemnification for eligible persons involved in authorized activities.

Volunteers are not eligible for compensation or for funds designated for staff development training and benefits, sick leave, health insurance, retirement, unemployment or other employee benefits.

The college may choose to reimburse a volunteer for transportation, meals, and incidental expenses incurred while providing volunteer services. Volunteers must receive prior authorization for the expense and must submit required documentation of eligible expenses in accordance with applicable policies and procedures.

In accordance with MnSCU Board Procedure 5.19.3 (Travel Management), volunteers are not allowed to drive state vehicles or state rental vehicles. Volunteers may ride in a state vehicle, in accordance with MnSCU Board Procedure 5.19.3, if on official business for the college, and the travel has received prior authorization from the appropriate supervisor.

References:

Minnesota State Colleges and Universities Board Procedure 4.0.1, Use of Volunteers Procedure

Minnesota State Colleges and University Board Procedure 5.19.3, Travel Management

Minnesota Statute Section 3.736

Date Proposed: 6/11/98

Date Approved: 6/11/98

Date Implemented: 7/1/98

Date Revised: 3/26/07



Volunteer Coaching Release of Liability

READ CAREFULLY BEFORE SIGNING

I, _____, wish to volunteer as a _____ for
_____ Program.

I understand that participating as a volunteer for this program involves inherent risks that may expose me to damage to or loss of property, and physical injuries including death. Risks associated with my participation in this program, include but are not limited to travel, contact with other program participants, weather conditions, field conditions, use of equipment, and other unknown and unanticipated risks. I understand and voluntarily assume all risks related to my participation in this program.

In consideration of the college permitting me to participate in this program, I agree as follows:

1. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the college, Minnesota State Colleges and Universities (MnSCU), the State of Minnesota, and its employees, agents, officers, trustees and representatives (in their official and individual capacities) (Releasees) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the program whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees.
2. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the College, MnSCU, the State of Minnesota and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including

attorney's fees, which arise out of, occur during, or are in any way connected with my participation in the program.

3. I hereby authorize the College to seek and consent to receive medical treatment in the event of injury, accident or illness during my participation in any program activity or event. I accept financial responsibility for all expenses related to my medical treatment as well as travel to receive medical treatment.
4. I agree to comply with all College policies and procedures. Failure to do so will result in my disqualification from the program and I will immediately terminate my relationship with the College. I understand that I am responsible for any costs associated with my disqualification from the program including travel costs.
5. I represent and warrant that I have a comprehensive health insurance policy that covers me for illnesses or injuries sustained during my participation in the program. I acknowledge that I have informed the College of any existing medical conditions that require treatment, accommodations or about which medical personnel should be informed.

I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A.; and that if any portion thereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. I agree that this Agreement is to be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law.

In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that I am at least eighteen (18) years of age, that by signing it I am giving up substantial legal rights I might otherwise have, and I have signed it knowingly and voluntarily.

Signature _____ Date _____
Volunteer
Name _____
(Print)

Note to Parents and Legal Guardians:

If the volunteer is under 18 years of age, the volunteer and the legal guardian must sign this form.

Signature _____ Date _____
Legal Guardian
Name _____
(Print)