

FAYETTEVILLE STATE UNIVERSITY

VOLUNTEERS

Authority:	Issued by the Chancellor. Changes or exceptions to administrative policies issued by the Chancellor may only be made by the Chancellor.
Category:	University Wide
Applies to:	●Administrators ●Faculty ●Staff ●Students ●Volunteers
History:	Approved – April 30, 2012 First Issued – May 2, 2012
Related Policies:	<i>Criminal Background Checks for Volunteers and Contractors</i>
Contact for Info:	Office of Legal Affairs (910) 672-1145

I. PURPOSE

Fayetteville State University (University) recognizes that unpaid volunteers who donate their time and expertise to the University provide an important service to the University and assist further in its mission of teaching, research and public service. The purpose of this policy (Policy) is to outline specific requirements that govern individuals who will serve as volunteers, to reduce volunteer risk and to protect the interests of the volunteers and the University community.

II. VOLUNTEER DEFINED

University volunteers are uncompensated individuals who perform services directly related to the University's mission of teaching, research and public service. To be considered as a volunteer, an individual must be at least 16 years of age. An exception may be considered for an individual less than 16 years of age where it can be demonstrated that a specific educational and/or community service interest of the University is served and where it can be demonstrated that no unacceptable risks are present. Any exception must be approved by the Vice Chancellor in charge of the division under which the volunteer will be assigned. Any volunteer under the age of 18 must receive parental permission to participate in the specific volunteer activity.

Although considered volunteers, the following individuals shall not be subject to this Policy:

- Students currently enrolled at the University shall not be subject to this *Policy* if the volunteer assignment does not involve any unsupervised access to individuals under 18 years of age or other individuals who may require supervision or protection. A *Volunteer Application* shall be completed, but a background check shall not be required.
- Individuals who will perform volunteer services not to exceed seven calendar days during a one year period shall not be subject to this Policy if the volunteer assignment does not involve any unsupervised access to individuals under 18 years of age or other individuals who may require supervision or protection. Neither a *Volunteer Application* nor a background check shall be required.

- Individuals external to the University shall not be subject to this Policy if the individual has been appointed to a University advisory body by authority of the Chancellor, the Provost, a Vice Chancellor, or a Dean. Neither a *Volunteer Application* nor a background check shall be required.
- An individual who is under the age of 18 (a minor), or who is still in high school. A *Volunteer Application* shall be completed, but a background check shall not be performed.

Any individual whose visa status does not authorize unrestricted “work” in the United States, which may be interpreted to include volunteer service under U.S. immigration laws, shall not be allowed to volunteer at the University. This includes, but may not be limited to the following:

- Individuals with H-4, F-2 or TD visas
- Individuals with pending H-1B or other work visa applications.

III. PROHIBITED ACTIVITIES

University volunteers are prohibited from performing any of the following activities:

- Operation of a University or State-owned motor vehicle or other heavy equipment unless specific exceptions have been requested and approved by the appropriate Vice Chancellor and are not contrary to the State’s motor fleet management regulations or University policies.
- Working with hazardous materials.
- Performing any activity considered inappropriate for a University employee.
- Entering into any contract on behalf of the University.

IV. RESPONSIBILITIES AND RIGHTS OF A UNIVERSITY VOLUNTEER

University volunteers shall abide by University and University of North Carolina policies and procedures in addition to federal and state laws/rules/regulations, including but not limited to those relating to ethical behavior, safety, confidentiality, computer use and financial responsibility.

University volunteers are not eligible to receive employment-related benefits available to University employees, such as workers’ compensation, health benefits, or the ability to file for unemployment compensation. Such volunteers are also not covered by the *Fair Labor Standard Act* or any other University policies and state and federal laws governing employee-employer relationships.

IV. LIABILITY COVERAGE

To the extent that a Volunteer acts in the course and scope of the Volunteer’s authorized and assigned duties, a Volunteer, will be covered by the North Carolina Tort Claims Act and the Defense of State of Employees Act if the Volunteer is sued for negligence. The Tort Claims Act provides liability coverage up to \$1,000,000 for any final judgment based on negligence of a named State employee or volunteer. The Defense of State Employees Act describes the conditions for legal representation of State employees and volunteers by the Attorney General and payment of judgment or settlement costs from State funds.

V. PROCEDURES FOR SELECTING AND ENGAGING A UNIVERSITY VOLUNTEER

It is the responsibility of the unit seeking volunteers to ensure that a volunteer has adequate experience, qualifications, and training for the assignment s/he will be required to perform and that the individual has completed the necessary documentation needed to be recognized as an official University volunteer. Depending on the location, potential environmental exposures and the type of activities performed by the volunteer, the services to be provided by the volunteer may require review by the Office of Legal Affairs and/or the Department of Environmental Health and Safety.

Units seeking volunteers should adhere to the following:

- A. The Unit Head shall complete a brief description of the proposed volunteer activities before recruitment of any volunteers. (Attachment A of this Policy)
- B. Each potential University volunteer shall complete a Volunteer Application. (Attachment B of this Policy)
- C. The Unit Head shall ascertain whether the potential University volunteer is at least 18 years of age by reviewing appropriate proof of age presented by the volunteer. If the potential volunteer is under 18 years of age, written parental consent must be obtained. (Attachment D of this Policy.)
- D. Volunteers who will be working with minors or who will have direct contact with minors or those with fiduciary responsibilities must complete forms authorizing the University to conduct a criminal background check. (See University policy on background checks for volunteers and contractors.)
- E. Any approved volunteer must fully complete and sign the Agreement and Release of Liability form prior to starting his/her assignment. (Attachment C of this Policy.)

If the proposed volunteer satisfies all of the requirements of this Policy and the background check results are acceptable, the Unit Head may approve the volunteer's participation in the volunteer activity. Once approved, the Unit Head shall provide the volunteer with a description of the services the volunteer will be providing in addition to providing appropriate training (e.g. on privacy policies) to the volunteer. Training must be provided prior to the volunteer starting the volunteer's assignment.

VI. RETENTION OF DOCUMENTS

The Unit Head shall be responsible for retaining all documents and forms related to their volunteers. Such documentation must be retained for at least three (3) years following the completion of the volunteer's service.

VII. DISMISSAL

A University volunteer's service may be terminated at any time and without prior notice.

**FAYETTEVILLE STATE UNIVERSITY
DESCRIPTION OF VOLUNTEER SERVICE**

Volunteer Title _____

Volunteer Duties _____

Specialized Skills Required _____

Unit Head Signature _____ Date _____

Unit Head Printed Name (printed) _____

Unit/Department/Division _____

Volunteer/Legal Guardian Signature _____ Date _____

Volunteer Printed Name (printed) _____

FAYETTEVILLE STATE UNIVERSITY
VOLUNTEER APPLICATION

Applicant Contact Information

Name: _____ Email: _____
First Last

Address: _____
Street Name Apt # City State Zip Code

Telephone: _____
Home Cellular Work

Are you 18 or older? NO YES If NO, please indicate Date of Birth:

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Employment

Are you currently employed by FSU? NO YES

Have you worked for FSU in the past? NO YES

If yes, indicate duration of employment: _____ to _____ Department _____
Begin Date End Date

Name of Current Employer, if applicable: _____

Education

Highest Degree Attained: _____ Major: _____

Institution: _____

Are you currently attending school? NO YES If yes, name of school: _____

Interests

Please indicate the areas in which you are interested in volunteering.

Special Skills or Qualifications

Summarize special skills and qualifications acquired from employment, previous volunteer work or other activities.

Previous Volunteer Experience

Please indicate the areas in which you are interested in volunteering.

Availability

Please indicate the hours when you are available for volunteer assignments.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Morning before 12 noon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Afternoon 12 noon – 5 pm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evening After 5 pm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Person to Notify in Case of Emergency

Name: _____ Email: _____
First Last

Address: _____
Street Name Apt # City State Zip Code

Telephone: _____
Home Cellular Work

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I authorize FSU to verify any information relevant to my suitability as a volunteer. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal from any volunteer assignment.

Volunteer Signature: _____ Date: _____

Volunteer Name (printed): _____

Parent/Legal Guardian Signature: _____ Date: _____

Parent/Legal Guardian Name (printed) _____

FAYETTEVILLE STATE UNIVERSITY
VOLUNTEER SERVICE

**Agreement and Release of Liability
(Volunteers over 18 years of age)**

In consideration of being allowed to participate as a volunteer at Fayetteville State University (University) I do hereby agree as follows:

I understand and agree that my volunteer service is in no way an offer of employment by the University and that I shall not receive, nor be entitled to receive, any compensation, reimbursement or remuneration for my participation as a volunteer and I agree to release the University from any and all claims to compensation, reimbursement or remuneration related to my volunteer service.

I understand that I am not entitled to employee benefits as a result of my University volunteer affiliation and that as a University volunteer the University does not provide me with accident or medical insurance, and is therefore not responsible for any accident or medical expenses incurred by me.

I agree to act appropriately and in a professional, courteous manner during my volunteer service. I understand and agree that the University may terminate my volunteer service at any time, with or without cause.

I understand that during my volunteer service I may have access to, or may observe, certain confidential information and I hereby agree not to disclose, discuss or reveal any such information and to keep any University records or files, confidential.

I agree to release, indemnify and hold harmless the University, including its trustees, officers, faculty, employees and agents from and against any and all losses, expenses, claims, actions, liabilities which I, my dependents, assigns, personal representatives, heirs or next of kin may sustain or suffer as a result of or arising out of my participation as a volunteer, whether caused by the negligent action or inaction of the University or persons acting on its behalf or otherwise. I also agree that I shall be fully responsible for any and all injury, loss or damage that I inflict upon any person or upon any University's property.

I understand that this Release shall be construed in accordance with the laws of the State of North Carolina. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

I have read and understood this Agreement and Release and I do voluntarily sign said document of my own accord and as a condition of being allowed to participate as a volunteer. Further, by signing this Agreement and Release I attest to the fact that I am eighteen years of age or older.

Volunteer Signature _____ Date: _____

Volunteer Name (printed) _____

FAYETTEVILLE STATE UNIVERSITY
VOLUNTEER SERVICE

Parental Consent Release Form
Volunteers Under 18 Years of Age

By signing below, I, _____ hereby attest to the following:
(Name of Parent/Legal Guardian)

I am the parent/ legal guardian of _____(Volunteer)
(Name of Volunteer Participant Under 18 Years of Age)

who is under eighteen years of age, and s/he has my permission to participate as a volunteer in the
_____ at Fayetteville State University (University) in
Unit/Department/Division

accordance with the duties described in the *Description of Volunteer Activities* which I have read and signed.

I voluntarily assume full responsibility for any risks of loss, property damage or personal injury that may be sustained by Volunteer during his or her participation as a Volunteer. Thus, I do hereby forever release and discharge Fayetteville State University, its governing boards, employees, agents, and servants from all such claims, demands, injuries, damages or causes of action.

I further state that there are no health-related reasons or problems which preclude or restrict Participant from participating as a Volunteer, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to Volunteer.

This Release shall be construed in accordance with the laws of the State of North Carolina. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

In signing this release, I acknowledge and represent that I have read the foregoing, understand it and sign it voluntarily.

Parent/Guardian's Signature

Date

Printed Name

Emergency Contact

Name _____ Relationship _____