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	Issued: December 19, 2005	Revised: September 1, 2011

I. POLICY:

Responsibilities and Rights of the University Volunteer

University volunteers are expected to abide by the University policies and procedures and external regulations that govern their actions, including but not limited to those relating to ethical behavior, safety, confidentiality, protected health information, computer use, financial responsibility, and drug use.

University volunteers are not covered by the Fair Labor Standard Act and are not considered employees for any purpose. Therefore, they are not eligible for compensation or any University benefits.

II. PURPOSE:

This policy is designed to enable the University to accept volunteers, reduce volunteer risk and protect the interests of the University, its volunteers, and the community it serves.

III. DEFINITION:

University volunteers are uncompensated individuals who perform services directly related to the business of the University for the volunteer’s benefit, to support the humanitarian, charitable or public service activities of the University volunteer, or to gain experience in specific endeavors. To qualify as a University volunteer, an individual must be willing to provide service according to the procedures in this policy.

IV. GUIDELINES

a. Who May Volunteer

Anyone over the age of fifteen (15), including retirees, students, alumni, or others may provide volunteer services to the University, with the following restrictions:

A current employee may not become a University volunteer at the University in any capacity in which he or she is employed at the University, or which is essentially similar to or related to the individual’s regular work at the University. A current employee may only volunteer for special events, such as United Way events, commencement, student move-in, and the like.

It is important to determine that a person is performing services of a volunteer and will not be considered an employee under the Fair Labor Standard Act. A determination by the Department of Labor that a person's service was that of an employee's will result in the time of service being compensable.

b. Services Not Requiring a Volunteer Agreement

The following one-time activities are generally considered low-risk, and do not require a completed Volunteer Agreement.

- Commencement volunteers
- Fund-raising volunteers
- Student move-in volunteers

c. Services Requiring a Volunteer Agreement

- Laboratory Work
- Professional services, such as those performed by accountants, architects, engineers
- Services involving travel of any kind
- Services involving working with animals
- Services requiring access to confidential information
- Services involving working with minors, human research subjects
- Public speakers
- Athletic coaches
- Others

V. PROCEDURE

When selecting and engaging a volunteer, it is the department's responsibility to be certain the individual has adequate experience, qualifications, and training for the task he or she will be required to perform. The following procedures are required to engage a volunteer.

1. Departments wishing to engage a volunteer must complete a description of the duties and services to be performed by a volunteer and submit to the Human Resources Department for review.
2. Departments and Human Resources will determine if a Volunteer Agreement is necessary (see "Services Not Requiring a Volunteer Agreement," "Services Requiring a Volunteer Agreement." Individuals over eighteen must complete the Volunteer Service Agreement & Waiver of Liability Form, if appropriate, prior to beginning their service. Individuals under eighteen must have their parents complete the Parental Consent & Agreement Form prior to beginning their service.
3. Each potential University volunteer must complete a Volunteer Service Application and provide proof of age and proof of medical insurance coverage.

5. Criminal background checks and appropriate training (such as hazardous materials training) should be completed for all volunteers prior to their beginning service at the University. Potential volunteers must complete the Volunteer Service Background Search Form.
6. Forward a copy of all completed forms and description of service to the Human Resources Department. Once the individual and service are approved, the volunteer may begin service.
7. Retain all forms completed as well as copies of any attachments, for a period of six years from the date of the University volunteer's separation.
8. If the individual is a returning volunteer but the break in his/her service is greater than one year, all applicable forms and processes described above must be completed once again.
9. If the individual is a current volunteer but his/her duties are changed, all applicable forms and process described above must be completed once again.

Note: For some University volunteers, it may not be appropriate to follow some of the steps above (e.g., advisory council members, trustees, reunion chairs). Please contact the Department of Human Resources for guidance.

Dismissal

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

Forms:

- Volunteer Service Checklist
- Volunteer Service Background Search
- Volunteer Service Application
- Volunteer Service Agreement and Waiver of Liability
- Parental Consent for participants under 18 years of age



**VOLUNTEER SERVICE
CHECKLIST**

This form is to be completed by the department that will submit these required documents to the appropriate contact office, at least two (2) weeks prior to start date. Incomplete documentation will be returned to the department.

Volunteers are required to be at least 15 years of age and be a U.S. Citizen or Legal Permanent Resident.

Volunteer Name: _____
Social Security No.: _____
Department & Division: _____
Dept Contact Name & Phone #: _____
Start Date: _____ End Date: _____ (no more than two years)

Check one: 15 to 17 years of age OR at least 18 years of age
Check one: U.S. Citizen OR Permanent Resident

Required Documentation:

- Volunteer Service Application
- Volunteer Service Background Search Form
- Volunteer Service Agreement or Volunteer Service Parental Consent & Agreement
- Copy of proof of age document
- Copy of proof of U.S. Citizenship or Permanent Residency
- Proof of Medical Insurance Coverage



**VOLUNTEER SERVICE
BACKGROUND SEARCH
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(For Use in Conducting Criminal Background Check)

PRINT NAME: Last		First	Middle Initial	Maiden Name
SOCIAL SECURITY NUMBER		DATE OF BIRTH		SEX
DEPT CONTACT NAME		DEPARTMENT		PHONE
DURATION OF ASSIGNMENT		Start Date	End Date	
BACKGROUND CHECK				
<p>Have you ever pled guilty to a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you ever pled no contest or had adjudication withheld on any criminal charge? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you have any criminal charges pending (excluding minor traffic violations)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If you answered yes to any of the above questions, please provide dates, places, details and dispositions of any convictions, pleas, sentences or pending issues: (Attach a separate sheet, if necessary.)</p>				
<p>Have you been a defendant in a civil action for intentional tort? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, explain the nature of the tort and the disposition of the action: (Attach a separate sheet, if necessary.)</p> <p>Tort means a wrongful act (e.g., assault, battery, fraud, or injury) for which a civil action can be brought.</p>				
CITIES/STATE(S) RESIDED IN WITHIN THE LAST SEVEN YEARS				
CURRENT ADDRESS				HOME PHONE NUMBER ()
PREVIOUS CITY/STATE/ZIP 1.		PREVIOUS CITY/STATE/ZIP 2.		
PREVIOUS CITY/STATE/ZIP 3.		PREVIOUS CITY/STATE/ZIP 4.		
PREVIOUS CITY/STATE/ZIP 5.		PREVIOUS CITY/STATE/ZIP 6.		
I agree to conform to the rules and regulations of the University.				
SIGNATURE				DATE
The department must submit this completed form to Human Resources office AT LEAST TWO (2) WEEKS <u>PRIOR</u> TO START DATE.				

**NOTIFICATION TO APPLICANT THAT A CONSUMER REPORT MAY BE
OBTAINED BY THE UNIVERSITY**

In compliance with the Fair Credit Reporting Act, as amended by the Consumer Credit Reporting Reform Act of 1996 and applicable state law, this notice is to inform you that the University may obtain a consumer report or reports in connection with your application for volunteer services. "Consumer reports" include, but are not limited to, credit reports, criminal background checks, and Department of Motor Vehicles reports as appropriate for the position sought. In compliance with the above law, the University certifies the following:

- The University has disclosed to the applicant that a consumer report(s) may be obtained in connection with volunteer services, and the applicant's consent to obtain this consumer report has been obtained.
- The consumer report(s) will be used for no purpose except volunteer service purposes.
- If the University takes any adverse action against the above-named applicant based in whole or in part on information contained in the consumer report(s), the University will comply with all adverse action information requirements mandated by the Fair Credit Reporting Act, as amended by the Consumer Credit Reporting Reform Act of 1996, and applicable state law.
- No information obtained from the consumer report(s) will be used in violation of any applicable federal or state laws or regulations.
- No medical information is sought in connection with this consumer report(s).

By signing below, I acknowledge that I have read and understand the above information regarding the University's option to obtain a consumer report on individual's applying to provide volunteer services.

Signature of Applicant

Date

Printed Name of Applicant

Social Security Number



VOLUNTEER SERVICE APPLICATION
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- Directions:
- Please complete pages, even if resume is attached
 - Type or print, using black ink
 - If you need additional space, attach a separate sheet
 - Sign the completed application

GENERAL

Name (Last) (First) (Middle) Today's Date

Present Address (Street, City, State, Zip Code)

Day Phone with Area Code Evening Phone With Area Code U.S. Citizen or Permanent Resident?

Permanent Address if different from present address Alternate Phone Number

Cellular Number E-Mail Address

Have you ever Volunteered for CMU.? Yes No

If Yes, Indicate Dates of Volunteer Service Department Position

If Yes, Department Contact Name: _____

Name(s) and Department(s) of any family members employed at the Colorado Mesa University

EMERGENCY

Emergency Contact Name Relationship to You Phone No.

Physician's Name Phone No.

REFERENCES

Name	Relationship	E-Mail Address	Phone No.
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

EDUCATION AND TRAINING

Relevant Education (If student, indicate academic affiliation.)

Relevant training skills, experience

VOLUNTEER SERVICE INFORMATION

CMU Department Dept. Contact Name Dept. Phone No.

Start Date End Date (not to exceed two years) Estimated Hours Per Week

Describe Roles and Activities as a Volunteer: BE VERY SPECIFIC; ATTACH ADDITIONAL SHEET IF NEEDED.

- 1. _____
- 2. _____
- 3. _____
- 4. _____

SIGNATURES

I certify that all statements in this application are true. I also agree that if I am accepted as a volunteer, I will abide by all regulations of the Colorado Mesa University.

Participant Signature Date

Parental signature required if volunteer under 18 years of age Date

Department Sponsor: Print Name and Title Signature Date

Department Chair Signature Date

**The department must submit this completed form to Human Resource office
AT LEAST TWO (2) WEEKS PRIOR TO START DATE.**



VOLUNTEER SERVICE AGREEMENT AND WAIVER OF LIABILITY

I, _____, a resident of the State of Colorado, desire to serve as an Authorized Volunteer pursuant to section 24-10-103(4)(a), C.R.S. at Colorado Mesa University, ("CMU").

I understand that my status at CMU during this period shall be that of a volunteer, not an employee.

I further understand that I shall receive no remuneration, salary, or employment benefits from CMU in exchange for my service as an Authorized Volunteer. My service as a volunteer at CMU may be terminated by CMU or by me at any time for any reason.

I understand that I will be volunteering in an excellent institution of higher education and I therefore agree to act appropriately and in a professional, courteous manner during my volunteer service.

I understand that during my volunteer service, I may have access to, or may observe, certain information that is sensitive, confidential, or proprietary to the University or to a student or employee, and I hereby agree not to disclose, discuss or reveal any such information to parties outside of the University and to keep any University records or files, confidential, and not to duplicate, disseminate, or remove any such records or files from the University without permission.

It has been explained to me, in accordance with the Colorado Governmental Immunity Act, section 24-10-101, et seq. C.R.S, that the State of Colorado ("State") will defend, indemnify, and hold me harmless in the same manner and to the same extent the State protects its employees from any claim, demand, suit for property damages or personal injury including death allegedly caused by my activities if:

1. At the time of the occurrence, I was acting in good faith within the course and scope of my volunteer duties in accordance with the directions of my supervisor, and
2. I provide immediate notice to the State of any claim, and
3. I cooperate in the defense and do not stipulate to any judgment or settlement without the State's approval.

I understand, however, that since CMU is not authorized to render official insurance coverage determinations for the State of Colorado, the explanation which has been provided to me is in the nature of an opinion, not a guarantee.

It has also been explained to me that the service I will render as an Authorized

Volunteer at CMU may or may not entitle me to be treated as an "employee" under the provisions of the Workers' Compensation Act of Colorado, section 8-40-101, et seq. C.R.S., and, therefore, any injuries I may incur during the performance of my duties as an Authorized Volunteer may or may not be covered by workers' compensation insurance. In the event of an injury requiring medical care, I, or my personal health insurance, may be responsible for payment of all medical costs.

With full comprehension of the potential consequences of this decision, I hereby assume all risk of injury to myself and my property which I may suffer as a result of my service as an Authorized Volunteer at Colorado Mesa University. On behalf of myself as well as my heirs, administrators, executors, and assigns, I hereby release and forever discharge the State of Colorado, and Colorado Mesa University, as well as its trustees, officers, agents, and employees, from any and all claims, demands, and causes of action, of whatever kind or nature, either in law or in equity, arising from, or in any way connected with, injuries sustained by me in connection with my service as an Authorized Volunteer at Colorado Mesa University.

I hereby acknowledge that I have carefully read this Liability Release Form, understand the contents thereof, and am executing it voluntarily of my own free will.

Volunteer's Printed Name

Volunteer's Date of Birth

Volunteer's Signature

Date of Execution of Agreement

Colorado Mesa University Representative

Title

Provide one copy of this agreement to the University volunteer.
Retain this agreement for seven years from end of service.



Required for participants under 18 years of age

By signing below, I _____, hereby attest to the following:

1. I am the legal guardian of _____, who is under eighteen years of age, and has my permission to participate as a volunteer from _____ to _____ at the Department of _____ at the Colorado Mesa University, according to the duties described in her/her Volunteer Service Application which I have read and signed.
2. In consideration of allowing him/her to participate in the volunteer service, I agree to release, indemnify and hold harmless the Colorado Mesa University, including its present and former Trustees, officers, directors, faculty, employees, agents and Participants from and against any and all losses, expenses, claims, actions, liabilities and judgments (including attorney fees through the appellate levels), which he/she, 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 in the volunteer service, whether caused by the negligence, action or inaction of the Colorado Mesa University persons acting on its behalf or otherwise. I also agree that I shall be fully responsible for any and all loss or damage that he/she inflicts upon any person or upon the University's facilities during his/her participation in the volunteer service.
3. I understand that as a University volunteer, the State of Colorado and Colorado Mesa University do not provide him/her with accident or medical insurance, and is therefore not responsible for any accident or medical expenses incurred by him/her and me. Further, I understand that he/she is neither covered by Workmen's Compensation nor entitled to employee benefits as a result of his/her University volunteer affiliation.
4. I have read and understood this Volunteer Service Agreement and Release and I do voluntarily sign said document of my own accord.

Print Name

Signature of Legal Guardian

Date

Print the full name and address of a person who can be reached between the hours of 8:30 a.m. and 5:00 p.m. in case of emergency.

Print Name

Relationship

Address

Phone Number

Provide one copy of this agreement to the University volunteer.
Retain this agreement for seven years from end of service.