Volunteer Services Guide

Faculty and Staff Guide to Utilizing Volunteers

College of Science

Table of Contents	Page
Purpose of this Guide	1
Volunteer Definition	1
Experiences That Are Not Covered by the Volunteer Guide	1
Risk Issues Related to Volunteer Service	1
Minimizing Volunteer Risks and Liability	2
Volunteer Responsibilities	2
Departmental Responsibilities	2
Factors to Consider in Utilizing Volunteers	3
Risk Classification of Services	3
Supervision	3
Proper Screening	4
Orientation	4
Expectations	4
Documentation Issues	4
Record of Service	4
Volunteer Agreement	4
Other Information	5
Training	5
Special Requirements for Minors	5
Other Considerations	5
Appendix	
Sample Volunteer Service Description	I
Record of Volunteer Service	II
SIUC Volunteer Service Agreement/Assumption of Risk/Waiver of Liability Form	III
SIUC Parental Consent/Volunteer Service Agreement/Assumption of Risk/Waiver of Liability Form	IV

College of Science Volunteer Services Guide

Faculty and Staff Guide to Utilizing Volunteers

Purpose of this Guide

The College of Science at Southern Illinois University Carbondale utilizes volunteer support to accomplish its mission and goals and provide valuable educational experiences. The College of Science Volunteer Guide is designed to define relationships, clarify responsibilities, reduce volunteer risk, and protect the interest of the University, its volunteers, and the community it serves. This guide is designed to assist departments in complying with the guide. It provides additional information, forms and suggestions.

Volunteer Definition

A volunteer is an individual who performs services for and directly related to the mission of the College of Science (COS), without expectation of compensation. A volunteer may also perform services to gain experience in specific endeavors directly related to COS business. Volunteers must be willing to provide services in accordance with COS policies and procedures.

Experiences That Are Not Covered by the Volunteer Guide

An individual who performs services for an entity that is not directly related to the business of the COS or of SIUC is not considered a University volunteer for the purposes of this guide. For example, volunteers serving on the Foundation Board, Alumni Board, Research Park Board, or involved in activities sponsored by registered student organizations or any other related organizations do not fall under the University guide and are not considered in this guide. Individuals who have unpaid academic appointments to the University are also not covered under the SIUC Volunteer Guide or this guide. When you are not certain as to whether an individual should be classified as a University volunteer, contact the COS Dean's office for assistance.

Risk Issues Related to Volunteer Service

SIUC has a duty to exercise reasonable care in protecting its volunteers from foreseeable harm. The College of Science and its departments are responsible for planning and implementing volunteer experiences that will protect volunteers, and minimize risk to the volunteer and the University. Negligence or failure to exercise reasonable care in planning and supervising volunteer services can potentially result in losses. Potential losses include costs to cover or compensate for personal injury or property damage; related legal expenses; fines or regulatory sanctions for failure to comply with local regulations, laws or codes; and loss of reputation.

University volunteers are not covered by the Fair Labor Standards Act and are not considered employees for any purpose. They are not eligible for any employee benefits, including Workers' Compensation and health insurance. Volunteers are not provided medical or accident insurance and injuries and/or property damage sustained in the course of volunteering are not covered by the University.

Minimizing Volunteer Risks and Liability

Most claims against colleges and universities associated with volunteer services can be attributed to the following:

- Failure to communicate responsibilities and/or expectations
- Lack of supervision
- Failure to enforce policies or rules

It is impossible to eliminate all risks associated with volunteers. However, advanced planning can help minimize the exposures to the volunteers, students, faculty and staff, the department, and the University. The following information is designed to serve as a guide to assist SIUC faculty and staff in making a reasonable effort to ensure a safe volunteer experience under their guidance.

Volunteer Responsibilities

While performing assigned duties, a university volunteer is an agent of the University. Therefore, each volunteer shall abide by applicable federal and state statutes and University policies. This includes, but is not limited to, properly maintaining ethical behavior, confidentiality, financial responsibility, and complying with conduct policies including those related to drugs and alcohol. A volunteer may be required to sign a Volunteer Service Agreement form prior to performing services.

Volunteers acting responsibly under the request and direction of the University within the scope of the individual's duties to the University are provided general liability coverage under the University's Self-Insurance Program. The University shall furnish each volunteer with legal defense and payment of judgments and settlements in connection with an actual or threatened legal action brought against the volunteer by reason of being or having been a volunteer for the University. This coverage is limited to \$1,000,000 for any volunteer, regardless of the number of actions in which the volunteer may be involved. Coverage details and exclusions can be found in the *Guidelines for University Risk Management and the Self-Insurance Program*.

Departmental Responsibilities

When engaging a volunteer, it is the department's responsibility to ensure the services being provided are for and directly related to the business of the University. The department's volunteer supervisor is responsible for exercising reasonable care in planning and implementing the experience and enforcing compliance with University policies and procedures. The supervisor is responsible for the direct day-to-day management and guidance of the volunteer and must be available for consultation and assistance. The supervisor's responsibilities include, but are not limited to, proper screening; orientation; training; documenting the actions taken to ensure that volunteer's understand their duties, rights, and responsibilities; maintaining complete records of dates of service, duties performed, and evaluation of service; obtaining required approvals; and securing volunteer forms when required.

Factors to Consider In Utilizing Volunteers

- 1. Risk Classification of Services. Prior to utilization of volunteer services, the volunteer supervisor must classify the services into one of the three following categories:
 - **a.** Services that are low risk and do not require a Volunteer Service Agreement form. This includes:
 - 1. Clerical services
 - 2. Public speaking
 - 3. Greeting or directing individuals as a receptionist
 - 4. Distributing approved material at fairs or other special events
 - **b.** Services that require a Volunteer Service Agreement form due to risk associated with such services. This includes:
 - 1. Laboratory services
 - 2. Professional services, such as those performed by accountants, architects, doctors, engineers, etc.
 - 3. Services involving travel of any kind
 - 4. Services with minors
 - 5. Services with animals
 - 6. Services related to research projects
 - 7. Services with confidential information
 - **c.** Services that are generally prohibited but may be approved by the Chancellor or his designee and may require a special agreement form. This includes:
 - 1. Services involving hazardous material or area
 - 2. Operating heavy equipment
 - 3. Any activity considered inappropriate for an employee
 - 4. Entering into any contract on behalf of the University

The list of examples in each category is not comprehensive. The examples are intended to provide a guideline. The risk category should be considered in exercising reasonable care in planning and implementing the experience. The higher risk categories require additional planning to address heightened concerns.

2. Supervision. The volunteer supervisor is responsible for the direct day-to-day management and guidance of the volunteer and must be available for consultation and assistance. The degree and type of supervisory controls for volunteer services should be based upon the volunteer's competency level, risk category, and type of services being performed.

- 3. Proper Screening. It is the volunteer supervisor's responsibility to be certain the volunteer has adequate experience, qualifications, and training for the task he or she will be required to perform. The degree and type of screening for volunteer services should be based upon the risk category, type of services being performed, and the degree of supervisory control. For example, the screening process on a low risk, well supervised service may be minimal. Proper screening for services that require a volunteer agreement may need to include developing a volunteer service description, performing reference checks, and verifying qualifications. Please see Appendix I for a Sample Volunteer Service Description form. All Volunteer Service Description forms must be filed in the College of Science Dean's Office prior to the volunteer's first day of service.
- **4. Orientation.** The volunteer supervisor shall provide the volunteer with an orientation prior to beginning services. The type of services will dictate the level of detail needed in the orientation. Orientation materials should include duties, when and where the services will be provided, supervisor's name and contact information, transportation information, established rules, and relevant University policies and procedures. In addition, materials should include a list of any known or unusual circumstances that would require advance preparation or equipment, and any known unique hazards.
- **5. Expectations.** In performing all services, all volunteers shall abide by applicable federal and state statutes and University policies. Communicate to all volunteers that University policies apply regardless of the service location. Discuss the applicability of the University policies and procedures in performing the services. Examples of items to discuss include use of alcohol, sexual harassment, ethical behavior, confidentiality, and financial responsibility.

6. Documentation Issues

- a. Record of Service. The volunteer supervisor must establish and maintain a complete record of the dates of service and the duties performed. This may be in the form of a log book or by completion of a Record of Volunteer Service form, Appendix II. These records are to be filed in the College of Science Dean's Office where they will be maintained for no less than 3 years.
- **b. Volunteer Agreement.** A volunteer must complete and sign a Volunteer Service Agreement form for some services. Such services include:
 - 1. Laboratory services
 - 2. Professional services, such as those performed by accountants, architects, doctors, engineers, etc.
 - 3. Services involving travel of any kind
 - 4. Services with minors
 - 5. Services with animals

- 6. Services related to research projects
- 7. Services with confidential information

Appendix III is a Volunteer Service Agreement form. The volunteer supervisor may need to consider modification specific to the type of volunteer services. General Counsel Office may be contacted for assistance in making such modifications.

General Counsel Office should also be contacted for assistance in developing the volunteer agreement used in situations that require approval from the Dean or their designee. This includes volunteer services:

- 1. Involving hazardous material or area
- 2. Operating heavy equipment
- 3. Any activity considered inappropriate for an employee
- 4. Entering into any contract on behalf of the University

By signing an agreement form, the volunteer assumes the risks associated with performing services. A signed Volunteer Service Agreement form must be filed in the College of Science Dean's Office prior to the volunteer's first day of service.

- **c. Other Information.** Contact information should be documented and provided to the students and supervisors. The action taken to ensure that volunteers understand their duties, rights, and responsibilities should be noted. Again, there should be a correlation between the risk category and the level of documentation.
- **7. Training.** Volunteers should be properly trained. The type of service also dictates the level of training needed. The volunteer supervisor is responsible for developing and documenting appropriate training.
- 8. Special Requirements for Minors. For volunteer services to be provided by individuals under eighteen years of age, parental consent is required. A signed Parental Consent/Volunteer Service Agreement/Assumption of Risk/Waiver of Liability Form (Appendix IV) and the Volunteer Service Description Form (modified from Appendix I) must be filed in the College of Science Dean's Office prior to the volunteer's first date of service.
- **9. Other Considerations.** There may be other factors specific to the services being performed that should be considered. For example, professional services may require professional liability coverage, special certifications, and/or licenses. As a general rule, volunteers are not allowed to operate a University-owned or University-leased motor vehicle. A written exception from a vice-chancellor prior to travel is required. Please keep in mind the University has various union contracts that may have an impact on volunteer services. The use of equipment and reimbursement for expenditures are also items to consider.

The volunteer supervisor needs to plan, document, and train with these circumstances in mind.

University employees must abide by state ethics laws when dealing with volunteer services. This is especially true when utilizing employees and/or employees' family members.

Reviewing this guide is a good first step to supervising volunteer services. If you would like additional assistance you may contact the College of Science Dean's office.

Appendix

Sample Volunteer Service Description

<u>Purpose</u>: This section describes the specific purpose of the service in no more than two

sentences. Relate the purpose to the department/unit's goals.

Example: The services of Volunteer Research Assistant support the research mission of the College of Science. This assists the College by enabling it to train students in a professional environment and to expose students to a variety

of research endeavors.

Job Title: What title has been assigned to the service?

Example: Volunteer Research Assistant

Location: Where will the volunteer provide services?

Example: The Volunteer Research Assistant will provide services in the

laboratory of Dr. X.

<u>Duties</u>: List the major duties.

Example:

1. Collect environmental samples from local streams.

2. Perform community analysis including extracting DNA, performing PCR, agarose gel electrophoresis, cloning, and sequence analysis.

3. Perform routine lab duties such as making buffers and pouring plates.

<u>Supervisor</u>: Indicate the title of the person to whom the volunteer reports.

Example: Dr. X (Volunteer Supervisor)

Appointment

Period: Note the period in which the volunteer will serve.

Example: The Volunteer Research Assistant will serve for the Fall and Spring semesters, but will not be expected to provide services during the Christmas

break.

Time: Indicate the approximate number of days or hours required per week.

Example: The Volunteer Research Assistant will be expected to provide service

six to ten hours per week.

Qualifications: List education, experience, knowledge and skills required.

Example: Those eligible for the Volunteer Research Assistant service include those persons with a high school-level knowledge of biological systems and

genetics.

Support: List resources that will be available to the volunteer.

Example: All laboratory reagents and commodities will be provided as will transportation to/from the collection sites. The volunteer will need to provide

his/her own lab coat and safety goggles.

RECORD OF VOLUNTEER SERVICE

Section 1 - VOLUNTEER INFORMATION

Name:						
Date of Birth:			Pho	ne #:		
	age if volunteer is u	nder the age of 18)				
Home Address:						
	eet	City			State	Zip
Mailing Address (if different from a	hove)•					
manning read ess (in amoronic norm a		Street	City		State	Zip
Emergency Contact:				Phone #:		
As a volunteer, I agree to abiguidelines of this unit/departunderstand that I will receive am not covered by the State and agree that the University that may occur in the course harmless to the extent permituriers this university may terminate this	tment and to fue no monetary of Illinois Self- or shall not be re- of the volunte- itted by law for s agreement at	ulfill the volunt benefits in retu Insured Worker esponsible for a er service. I ag any such injur any time with	teer responsi urn for the vo- rs' Compensa any injuries the ree to indemand ries or damand out prior not	bilities to the olunteer serv tion Program o me or dam inify and holo ges. I further ice.	e best of my ice I provide n. I further u ages to my I I the Univer understand	ability. I e and that I understand property sity the
Volunteer's Signature:				Date	:	
Complete only if volunteer is	under 18 years	s of age:				
As parent/guardian of to participate as an unpaid v completed an Authorization f	olunteer for So	uthern Illinois I	University. I			
Parent/Guardian:						
	Print Name		Signa	ture	Dai	te
Section 2 - To Be Cor	npleted by	Supervisor	r			
Department where volunteer	will provide se	ervice:				
Supervisor responsible for vo	lunteer:					
			Name and	Title		
Supervisor's Telephone Numb	oer:			E-Mail: _		
Please describe the services	the volunteer i	s expected to p	perform:			
Volunteer's qualifications to	perform this se	ervice:				
Volunteer service will begin			and e	nd		
Volunteer's references:						
(if utilized)	Name		Relationship	to Volunteer	Phone #	
	Name		Relationship	to Volunteer	Phone #	
Supervisor's Signature:				Date:		

 $This form \ should \ be \ maintained \ by \ the \ College \ of \ Science. \ \ A \ copy \ shall \ be \ furnished \ to \ the \ volunteer.$

SOUTHERN ILLINOIS UNIVERSITY VOLUNTEER SERVICE AGREEMENT/ ASSUMPTION OF THE RISK/ WAIVER OF LIABILITY

Ι,	, (hereinafter "Volunteer"), a resident of
	, am interested in volunteering my time, knowledge, talent, and
service to Souther	n Illinois University ("SIU") to
("Activity").	

Section 1. No Employment or Compensation for Services.

I understand and agree that I am not an employee of SIU nor will I receive any compensation for my service at SIU, including but not limited to, any class credit at an educational institution, monetary compensation, workers' compensation in the event of an injury to me, any type of insurance, disability benefits, contributions to a retirement fund or other retirement benefits. I further understand and agree that SIU may terminate my ability to provide volunteer services at any time and without prior notice to me. I understand that I have no property interests of any type in my volunteer service for SIU.

Section 2. Assumption of the Risk.

Volunteer recognizes that the performance of volunteer service exposes him/her to inherent risks of various types of personal injury or property damage. Volunteer hereby expressly assumes the risks of injuries and/or property damage. Volunteer recognizes and agrees that SIU does not have any liability for such injuries or property damage.

Section 3. Waiver and Release of Liability.

Volunteer hereby waive, release, discharge, and/or hold harmless the Board of Trustees of SIU and all of its agents, officers, officials, employees, and assigns from all

manner of actions, causes of action, suits, debts, and sums of money, dues, claims, and demands, in law or equity arising out of any service or activities Volunteer performs on behalf of SIU. Volunteer understands and agrees that he/she shall be solely responsible for any and all damages or injuries arising out of the volunteer services. Volunteer makes this waiver of his/her own free will, without any promises of favor or gain from SIU.

Section 4. Confidentiality.

Volunteer agrees that he/she will not at any time during or after the term of this Agreement, without the prior written consent of SIU, disclose to anyone not properly entitled to disclosure of any proprietary or other confidential information related to the business or financial matters of SIU. I further agree that upon termination of this Agreement for any reason, Volunteer will not take or retain, without written authorization from SIU, any papers, lists, books, files, or other documents or copies of confidential items or other information or property of any kind belonging to SIU.

Section 5. Compliance with University Policies

Volunteer agrees to comply with all laws and University policies, including the Student Code of Conduct, while engaged in the Activity or any travel to or from the activity. Volunteer further agrees that he/she shall not consume any alcoholic beverages while engaged in the Activity or any travel related to the Activity or for a minimum of twelve hours prior to the start of the Activity or any travel related to the Activity.

Section 6. Use of Personal Automobile

I understand that any personally owned automobiles used in conjunction with this Activity are not insured or otherwise covered or indemnified by the University for any personal property damage, personal injury, or liability. I understand that if I utilize a personally owned automobile I am required to carry auto liability insurance as required

by the State of Illinois and any state in which this Activity involves. Further, if I agree to be a passenger in a vehicle that is not owned and/or operated by a University faculty member or representative, I hereby assume any and all risks that may be associated with riding in such vehicle and will hold the Releasees harmless from any and all loss, damage, injury, or liability that may arise from such act.

Section 7. Termination

Volunteer further understands and agrees that the University may terminate the Activity at any time, for any or no reason, in its sole discretion. In such event, Volunteer agrees to cease all activities immediately and to exit the premises of the University.

IN WITNESS whereof, I have	re read, reviewed, and executed this Agreement on
this the day of, 20_	.
	Volunteer
Signed before me this day of	, 20
Witness	

This form should be maintained by the College of Science. A copy shall be furnished to the volunteer.

SOUTHERN ILLINOIS UNIVERSITY PARENTAL CONSENT/VOLUNTEER SERVICE AGREEMENT/ ASSUMPTION OF THE RISK/ WAIVER OF LIABILITY

I,	_, (hereinafter "Volunteer"), a resident of
, am intere	sted in volunteering my time, knowledge, talent, and
service to Southern Illinois Unive	ersity ("SIU") to
("Activity"). I	, (hereinafter "Parent or Guardian") hereby
certify that I am the parent or gua	ardian of the above listed individual and I consent to
he/she volunteering at SIU.	

Section 1. No Employment or Compensation for Services.

Volunteer understands and agrees that he/she is not an employee of SIU nor will he/she receive any compensation for volunteering at SIU, including but not limited to, any class credit at an educational institution, monetary compensation, workers' compensation in the event of an injury, any type of insurance, disability benefits, contributions to a retirement fund or other retirement benefits. Volunteer further understands and agree that SIU may terminate his/her ability to provide volunteer services at any time and without prior notice. Volunteer further understands that he/she has no property interests of any type in his/her volunteer service for SIU.

Section 2. Assumption of the Risk.

Volunteer and Parent or Guardian recognizes that the performance of volunteer service exposes Volunteer to inherent risks of various types of personal injury or property damage. Volunteer and Parent or Guardian hereby expressly assumes the risks of injuries and/or property damage. Volunteer and Parent or Guardian recognizes and agrees that SIU does not have any liability for such injuries or property damage.

Section 3. Waiver and Release of Liability.

Volunteer and Parent or Guardian, on behalf of themselves and their successors, heirs, and assignees, hereby waive, release, discharge, and/or hold harmless the Board of Trustees of SIU and all of its agents, officers, officials, employees, and assigns from all manner of actions, causes of action, suits, debts, and sums of money, dues, claims, and demands, in law or equity arising out of any services or activities Volunteer performs on behalf of SIU. Volunteer and Parent or Guardian understand and agree that they shall be solely responsible for any and all damages or injuries arising out of the volunteer services. Volunteer and Parent or Guardian makes this waiver of their own free will, without any promises of favor or gain from SIU.

Section 4. Confidentiality.

Volunteer agrees that he/she will not at any time during or after the term of this Agreement, without the prior written consent of SIU, disclose to anyone not properly entitled to disclosure of any proprietary or other confidential information related to the business or financial matters of SIU. Volunteer further agree that upon termination of this Agreement for any reason, Volunteer will not take or retain, without written authorization from SIU, any papers, lists, books, files, or other documents or copies of confidential items or other information or property of any kind belonging to SIU.

Section 5. Compliance with University Policies

Volunteer agrees to comply with all laws and University policies, including the Student Code of Conduct, while engaged in the Activity or any travel to or from the activity. Volunteer further agrees that he/she shall not consume any alcoholic beverages

while engaged in the Activity or any travel related to the Activity or for a minimum of twelve hours prior to the start of the Activity or any travel related to the Activity.

Section 6. Use of Personal Automobile

Volunteer and Parent or Guardian understands that any personally owned automobiles used in conjunction with this Activity are not insured or otherwise covered or indemnified by the University for any personal property damage, personal injury, or liability. Volunteer and Parent or Guardian understand that if a personally owned automobile is utilized, it should be insured as required by the State of Illinois and any state in which this Activity involves. Further, if Volunteer agrees to be a passenger in a vehicle that is not owned and/or operated by a University faculty member or representative, Volunteer and Parent or Guardian hereby assume any and all risks that may be associated with riding in such vehicle and will hold the Releasees harmless from any and all loss, damage, injury, or liability that may arise from such act.

Section 7. Medical Treatment

Volunteer and Parent or Guardian hereby grants University permission to authorize emergency medical treatment, if necessary. Further, Volunteer and Parent or Guardian hereby release and hold University and its agents, employees, or assigns harmless for such authorization to treat. Volunteer and Parent or Guardian understand and agree that University and its agents, employees, or assignees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Further, University and its agents, employees, or assignees shall not be responsible or liable for any costs or other charges related to such medical treatment.

Section 8. Termination

Volunteer further understands	and agrees that the University may terminate the
Activity at any time, for any or no reas	son, in its sole discretion. In such event, Volunteer
agrees to cease all activities immediate	ely and to exit the premises of the University.
IN WITNESS whereof, I have read, re	eviewed, and executed this Agreement on this the
day of, 20	
_	
•	Volunteer
Signed before me this day of	, 20
Witness	_
_	Parent or Guardian
Signed before me this day of	, 20
Witness	_
Witness	_

This form should be maintained by the College of Science. A copy shall be furnished to the volunteer.