

# St. Cloud Technical & Community College

## Policies and Procedures

### Chapter S4 – Human Resources

Form: 1

#### S4.3.1 Use of Volunteers Procedure

*Update Revision Responsibility: Director of Human Resources*

#### **SCTCC follows Minnesota State policy 4.0.1 Use of Volunteers Procedure**

[www.minnstate.edu/board/procedure/400p.html](http://www.minnstate.edu/board/procedure/400p.html)

**Part 1. Purpose.** Individuals who volunteer their time and expertise to our colleges and universities provide an important service and help our colleges and universities further their missions of teaching, research, and public service. In turn, volunteers gain valuable experiences and a sense of personal satisfaction.

These procedures are intended to help promote a productive, safe, and mutually beneficial environment for college, university, or system volunteers by setting appropriate expectations and clarifying roles and responsibilities for both the volunteers and their sponsoring departments or programs.

Volunteers perform supplemental tasks that generally would not be completed without volunteer assistance. Volunteers are not to be used to eliminate the need for, or take the place of, paid staff.

**Part 2. Applicability.** This procedure applies to individuals who:

- a. volunteer their services directly to the college, university, or system office, whether on an ad hoc basis or through a formal volunteer program, including spouses or partners of the chancellor or presidents performing ceremonial roles or otherwise engaged in a volunteer capacity on behalf of the system, college, or university;
- b. provide services under the supervision of the college, university, or system office; 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.

**Part 3. Requirements for volunteers.** The following requirements apply to volunteers.

**Subpart A. Compliance with policies.** Volunteers must comply with applicable college, university, and System policies and procedures pertaining to computers or other electronic resources, key issuance, and other policies or procedures related to their volunteer assignment.

**Subpart B. Background checks.** Before performing any activities for which background checks are required, a volunteer must submit to, and satisfactorily clear, the appropriate background check. Activities for which background checks are required include, but are not limited to, access to residence halls and providing psychotherapist services under Minnesota Statutes §148A.

**Subpart C. Access to protected data.** Volunteers generally shall not be given access to protected student, personnel, or other data. Limited access may be granted if the information is necessary to the

volunteer function, the volunteer has been instructed on the requirements of the law and protecting the data, and the volunteer has signed a confidentiality form.

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

**Part 4. Other restrictions and conditions.**

**Subpart A. Injuries.** 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 the individual at the campus who is responsible for processing tort claims. The college, university, or system office may not agree to cover an injured person's costs except as provided under this procedure.

**Subpart B. Employee benefits.** Volunteers are not eligible for compensation or for staff development training and benefits, sick leave, health insurance, retirement, or other employee benefits.

**Subpart C. Travel and expenses.**

1. Expenses. Colleges, universities, or the system office 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.
2. Use of state vehicle. In accordance with System 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 System Procedure 5.19.3, if on official business for the college, university, or system office, and the travel has received prior authorization from the appropriate supervisor.

**Subpart D. Liability and indemnification.** A volunteer who acts in good faith, within the scope of the volunteer assignment, may be covered under the state tort claims act, Minnesota Statutes §3.736. State law provides for legal representation and indemnification for eligible persons involved in authorized activities.

**Part 5. Additional policies and procedures.** A college, university, or system office may establish additional policies and procedures consistent with this procedure, including, but not limited to, use of applications or other forms for volunteers serving in specified capacities.

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College President:  Date: 2/8/19

Date of Implementation: 10/27/2014

Date revised: 01/23/2019

## Volunteer Agreement Form (Non-coaches)

### WAIVER OF LIABILITY, RELEASE, AND INDEMNIFICATION AGREEMENT

#### READ CAREFULLY BEFORE SIGNING

I, (Print Name) \_\_\_\_\_, have voluntarily agreed to participate in:

\_\_\_\_\_  
*List name of event or program above.*

I am aware of the dangers and risks to my person and property involved in participating in these activities. Risks associated with my participation in this program include, but are not limited to, loss of or damage to personal property, bodily injury, or even death. All such risks are known, understood, and assumed by me.

In consideration of the St. Cloud Technical and Community College's agreement to permit me to participate in this activity, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

- 1) I agree to abide by the safety rules and regulations as set by St. Cloud Technical and Community College. Failure to do so will disqualify me from participation.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the St. Cloud Technical and Community College, Minnesota State, 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.
- 3) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the St. Cloud Technical and Community College, Minnesota State, 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,



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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.

4) I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident or illness during this activity or event.

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 is held invalid, the balance 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 that I have signed it knowingly and voluntarily.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

NOTICE: If participant is under the age of 18, his or her parent or legal guardian must sign:

I, (printed name) \_\_\_\_\_, am the parent or legal guardian of the participant who has signed above. I have read and I understand the provisions of this document, I consent to the participant taking part in the activities described above, and I fully enter into and agree to the above Waiver of Liability, Release, and Indemnification Agreement.

Signature of Parent or Legal Guardian \_\_\_\_\_

Date \_\_\_\_\_

This document is modeled after Minnesota State Office of General Counsel Waiver of Liability, Release, and Indemnification Agreement updated April 2018

*St. Cloud Technical and Community College is an affirmative action, equal opportunity employer and educator*

Revised 1/04/2019