



## University Volunteer Services Procedure

<b>Responsible Official:</b>	Vice Chancellor Business and Administrative Services
<b>Responsible Office:</b>	Risk Services
<b>Issuance Date:</b>	10/07/2014
<b>Effective Date:</b>	10/07/2014
<b>Summary:</b>	The purpose of this procedure is to provide practical guidance for the use of volunteer services, to promote safety, reduce risk, and protect the interests of the University and its volunteers.
<b>Scope:</b>	All campus schools, departments and units, and all volunteers as defined in Section III.

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### I. REFERENCES AND RESOURCES

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Federal Laws and Regulations

[Fair Labor Standards Act](#)

State Laws and Regulations

[California Department of Justice Background Checks](#)

[California Department of Motor Vehicles Employer Pull Notice \(EPN\)](#)

UC Policies

[University of California Policy BUS 28 Travel Regulations](#)

[University of California Policy BUS 46 Use of University Vehicles](#)

[University of California State Oath of Allegiance, Patent Policy & Patent Acknowledgement](#)

[University of California Minors in Laboratories and Shops](#)

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### II. PROCEDURE SUMMARY & SCOPE

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Volunteer services may be used to support the University in furthering its mission of teaching, research, and public service, and to provide valuable experience to volunteers. This procedure is intended to help promote a productive, safe and

mutually beneficial environment for volunteers and for the campus by setting appropriate expectations and clarifying roles and responsibilities for both volunteers and their sponsoring department.

This procedure applies to all individuals assisting all University departments on a volunteer basis.

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### **III. DEFINITION OF 'VOLUNTEER'**

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1. For the purposes of this procedure, a Volunteer is an individual providing service directly to and under the supervision of the University that is entirely uncompensated, with no promise of future employment, academic credit, or any other form of tangible benefit.
2. The following groups are not considered volunteers:
  - a) Individuals providing service in exchange for academic credit, for academic recognition or for similar academic benefit.
  - b) Individuals compensated by an external, non-UC pay source.
  - c) Individuals affiliated with and providing services on behalf of an external agency or service organization (e.g. Red Cross).
  - d) Individuals holding an Academic Personnel "without salary" appointment.
  - e) Individuals providing service pursuant to a court order, fine, restitution agreement, or similar directive.
  - f) Non-University persons who have agreed at the University's request to serve as advisors on operational matters.
  - g) Persons who have agreed to serve as human subjects in University research protocols.
  - h) Retired employees desiring occasional access to University facilities.
  - i) Individuals providing low-risk, one-time or very limited (i.e. not more than several days) assistance with University special events such as commencement and move-in day.

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### **IV. PROCEDURES**

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#### **A. OPERATIONAL PRINCIPLES**

1. Departments are the office of record for campus volunteers providing service within their divisions/departments. Volunteer services will be utilized at the sole discretion of the department for which the volunteer provides assistance.

2. Volunteer services cannot be used to fulfill the work of full-time and/or long-term assignments. By their nature, volunteer services must be provided on a part-time, limited-term, or sporadic basis. Accordingly, the department should determine a reasonable end date (up to one year) for the volunteer assignment.
3. Volunteer services shall not be used to displace compensated University employees.
4. A University employee may not perform on a volunteer basis any activity similar to that for which they are currently compensated.
5. Volunteer services should not commence unless and until the individual has completed the requirements of the below Section C, Application and Appointment to Perform Volunteer Services for the University.
6. Departments should maintain a record of hours and dates volunteer services are performed.
7. Departments may choose to reimburse volunteers for incidental expenses, mileage, parking permits, and/or other travel costs incurred while providing volunteer services. Such reimbursement will be in a manner congruent with relevant University policies.
8. Departments may terminate the services of a volunteer at will, without cause, and without advance notice.
9. Departments are responsible to ensure that volunteers have the necessary experience, qualifications and/or training to perform the duties assigned to them.
10. Departments must provide and document training and other activities appropriate to the mitigation of the risks associated with specific sensitive activities. This may include requiring proof of immunizations, the use of personal protective equipment, an advance health assessment, establishing internal control procedures, performing criminal background check, etc.
11. Departments must apply to their volunteers the same safety standards and risk mitigation measurements as they would for a University employee performing a similar task.
12. Volunteers shall be supervised by departmental staff or faculty. No volunteer may supervise an employee (including a student employee) or another volunteer.

## **B. CONDITIONS AND RESTRICTIONS OF VOLUNTEER APPOINTMENT**

1. Volunteers should be at least sixteen (16) years old. Volunteer services by individuals under the age of eighteen (18) requires written parental/guardian permission.

2. Volunteers must adhere to all University policies and procedures and comply with all applicable local, state, and federal laws.
3. Volunteers have no authority to commit University funds and may not sign contracts of any kind on behalf of the University.
4. University benefits, which are based on pay status, do not apply to volunteer appointments. Volunteers are not eligible for sick leave, holidays, vacation, or retirement. They are also not eligible for workers compensation or insurance benefits other than those specified in Section D.
5. If the prospective volunteer is in the United States on a visa, federal law may restrict certain volunteer activities. The visa holder is responsible to be aware of whether the terms of their visa allow him or her to perform short-term unpaid work.
6. Volunteers who operate their personal vehicles while conducting University business must provide proof to their supervisor of the required minimum personal automobile coverage.
  - \$50,000 for personal injury to, or death of, one person;
  - \$100,000 for injury to, or death of, two or more persons in one accident; and
  - \$50,000 for property damage.
7. Volunteers shall not be assigned duties that require any of the following:
  - a) Access to minors (children under 18 years of age) in a non-public, "one-on-one" setting.
  - b) Access to master keys to any University facility.
  - c) Access to controlled substances.
  - d) Access to confidential records or information.
  - e) Access to personal, protected, and/or sensitive data (including Protected Health Information as defined by HIPAA).
  - f) Access to University funds or financial accounts.
8. Volunteer assignments involving any of the following are considered sensitive and require additional screening, backgrounds checking and/or specialized training.
  - a) Responsibility for the care, safety and/or security of minors (children under 18 years of age).

- b) Handling of animals.
- c) Handling of cash, checks, negotiable gift certificates and gift cards, campus parking permits, and similar items of tangible personal property.
- d) Operation of heavy equipment, dangerous machinery or toxic systems: Assignment of such responsibility must be made only to those volunteers eighteen (18) years of age and over.
- e) Access to University building or office keys.
- f) Operation of a University fleet vehicle.
- g) Access to University research facilities or vivariums.
- h) Contact with hazards that require medical monitoring (e.g. human blood, body fluid or tissue, radioactive compounds, chemicals).

**C. APPLICATION AND APPOINTMENT TO PERFORM VOLUNTEER SERVICES FOR THE UNIVERSITY**

1. The following documents are completed prior to the commencement of the volunteer assignment:

Volunteer completes:

- a) [Volunteer Information Form Section A](#) (parent/guardian must sign if volunteer is under 18 years of age)
- b) Volunteer Waiver and Release of Liability (parent/guardian must sign if volunteer is under 18 years of age) Appendix 1
- c) [Patent Acknowledgment Form](#) (if using University research facilities)
- d) [Consent for Background Investigation](#) (if applicable)
- e) [Release of Driver Record Information](#) (if operating a UC Merced fleet vehicle)

Department completes:

- a) [Volunteer Information Form Section B](#) (retain original and distribute copy to volunteer, Risk Services and Human Resources)
- b) [Request for Live Scan Service](#) (if applicable)

2. Principle Investigators and departments who sponsor volunteer minors in research laboratories or shops require additional reviews, approvals, and parental permission. These are detailed in the [UC Minors in Laboratories and Shops](#) policy.
3. Volunteers are not required to be entered into the Payroll/Personnel System or sign the University of California Oath of Allegiance.

4. Principle Investigators and departments are responsible to ensure that volunteers in research laboratories follow general and laboratory specific safety practices as outlined in the [Laboratory Safety Plan](#).
5. Department retains all documents relating to volunteer assignments in the departmental files for a period of three years.

#### **D. COVERAGE OF VOLUNTEERS BY UNIVERSITY INSURANCE PROGRAMS**

1. Volunteers are not covered by Workers Compensation. All medical concerns, including healthcare insurance, are the responsibility of the volunteer.
2. The UC General Liability Program may provide coverage for third party claims against the volunteer arising out of the official activities of an authorized volunteer. For the coverage to be in effect, the Volunteer Information and Volunteer Waiver and Release forms must be completed prior to the volunteer working in the volunteer assignment. In addition, University Counsel does not provide legal services if criminal charges are lodged against a volunteer.
3. Volunteers must immediately report to their supervisor any damage to University property, accidents, or injury.
4. Departments considering utilization of volunteers should contact Risk Services to assess and minimize risks.

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#### **V. RESPONSIBILITIES**

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For questions about this procedure contact the following offices:

<b>Subject</b>	<b>Contact</b>	<b>Phone</b>	<b>Email</b>
Primary Contact for this Procedure	Risk Services	228-4763	<a href="mailto:riskservices@ucmerced.edu">riskservices@ucmerced.edu</a>
Research Lab Safety Training	Environmental Health & Safety	228-2EHS	<a href="mailto:ehs@ucmerced.edu">ehs@ucmerced.edu</a>
Background Checks	Human Resources	228-8247	<a href="mailto:hr@ucmerced.edu">hr@ucmerced.edu</a>
DMV Pull Program	Transportation & Parking Services	228-8277	<a href="mailto:taps@ucmerced.edu">taps@ucmerced.edu</a>
Insurance Coverage	Risk Services	228-4763	<a href="mailto:riskservices@ucmerced.edu">riskservices@ucmerced.edu</a>

## APPENDIX 1 – Volunteer Waiver and Release of Liability

The Volunteer Information Form is attached and made a part of this document.

- 1) I acknowledge that I am voluntarily donating my services to UC Merced. I understand and agree that I am a volunteer and that I am not an employee of UC Merced. I further understand and agree that I have no expectation of any compensation, pay, fee, or benefits for my services. I acknowledge and agree that my volunteer services do not constitute a guarantee or promise of future employment and do not entitle me to greater consideration for any future employment opportunities. I further acknowledge and agree that my volunteer service, and any rights and privileges associated therewith may be terminated at any time by the University without cause or notice.
- 2) I understand that as a university volunteer, UC Merced does not provide me with accident or medical insurance, and is therefore not financially responsible for any accident or medical expenses incurred by me. Further, I understand that I am neither covered by Workers' Compensation nor entitled to employee benefits as a result of my university volunteer affiliation.
- 3) UC Merced agrees to provide me with third party liability insurance to protect me from any claims filed against me related to the duties described in the attached Volunteer Information Form. In exchange, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, my voluntary donation of services.
- 4) **Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my voluntary services and to reimburse them for any such expenses incurred.
- 5) I have read and understand the terms and conditions of this Acknowledgment and am signing this Acknowledgment of my own free will. **I understand that I am giving up substantial rights, including my right to sue. I intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Name of Volunteer: \_\_\_\_\_

Signature of Volunteer \_\_\_\_\_ Date \_\_\_\_\_

**If Volunteer is under the age of 18, his/her parent/guardian must sign in the place indicated below.**

**I have read this Acknowledgement form and discussed with my child/ward. I acknowledge and agree with the statements that are included in this document.**

\_\_\_\_\_  
Signature of Parent/Guardian