

# Volunteer Policy

## Policy/Procedure

### Scope:

This policy applies to all individuals providing volunteer services on behalf of the college without receiving compensation or academic credit.

### Definition:

College volunteers are uncompensated individuals who perform services related to the business of the college; to support the activities of the college; or to gain experience in specific endeavors that exist at the college. Volunteers perform service without promise, expectation, or receipt of any compensation, future employment, or other tangible benefit, including academic credit.

### Exclusions:

This policy does not cover individuals who provide volunteer services for entities that are indirectly related to the business of the college (e.g. community service volunteers).

This policy does not cover individuals paid an “honorarium”: a payment given to a professional person (non-employee) for services for which fees are not legally or traditionally required.

This policy does not cover individuals who provide volunteer services limited in scope, typically ranging from less than 1 day to a maximum of 7 days service annually. (e.g. admissions, career, and alumni volunteers)

### Policy:

1. Volunteers do not perform or displace work that is otherwise performed by college employees or by students for academic credit. Volunteers may not be used to circumvent the established processes that govern college-authorized hires.
2. College volunteers do not have an employment relationship with the college on any grounds or for any reason and are not covered by the Fair Labor Standards Act or Pennsylvania Labor Laws, and are not eligible for any college benefit, including but not limited to compensation, benefit programs and Worker’s Compensation.
3. While payment for volunteer services is restricted by the Fair Labor Standards Act, the division head responsible for the volunteer’s service may reimburse a college volunteer for actual and reasonable expenses where the benefit of those expenses is for the college (e.g. uniform allowance or travel reimbursement). Any reimbursement must be

- made following standard college reimbursement guidelines. Reimbursement must not be used as a substitute for compensation and cannot be linked to productivity.
4. Volunteers must be informed that they are responsible for the expense of any medical care received for injuries incurred because of volunteer service to the college and the college has no liability for personal injury or property damage which may be suffered by the volunteer, unless such injury or damage results from the negligent act or omissions of the college or its employees. In addition, the college does not provide liability insurance or physical damage insurance coverage (collision and comprehensive) for non- college vehicles. If a volunteer uses a personal vehicle for college-related service, the volunteer is responsible for the payment or satisfaction of any claims. Additionally, the college will not reimburse a volunteer, or their insurer for any premiums, deductibles or liability claims paid by them or their insurance carrier or for any damage to a personally owned vehicle.
  5. To serve as a college volunteer, an individual must be willing to provide services according to this policy, and complete and sign a Dickinson College Volunteer Agreement and other associated forms, as appropriate. At all times, the college has the discretion to select or dismiss volunteers. Similarly, volunteers may stop their volunteer services at any time.
  6. Only division heads or designees shall approve persons to serve as volunteers of the college. The division head or his or her designee shall explain the scope of the volunteer services to the volunteers, including the potential or inherent risks associated with the planned activity. The division head is also responsible for ensuring that volunteers have the appropriate experience, qualifications, and training for the tasks to be performed. Volunteer coordinators are advised to provide a written statement of work describing the specific nature of the tasks to be performed by the volunteer prior to commencement of volunteer activities. Minimum components of a statement of work include:
    - a. Duties/work the volunteer is expected to perform
    - b. Hours the volunteer is expected to work
    - c. Location(s) at which the volunteer is expected to work
    - d. List of hazards to which the volunteer may be exposed
    - e. List of training the volunteer is to receive that will enable him/her to perform the volunteer assignment safely and correctly
    - f. Printed name and signature of the volunteer coordinator and volunteer.
  7. Any current or retired employee, student, alum, or other individual may volunteer at the college, with the following restrictions:
    - a. an individual who is under the age of 18 may not serve as a college volunteer (excluding matriculated students at Dickinson);
    - b. an employee may not become a college volunteer in any capacity in which he/she is employed by the college, or which is essentially similar to the individual's regular work at the college, or under circumstances that suggest the decision to volunteer is not made freely;

- c. all volunteers must provide proof of identity;
  - d. an individual with a pending H-1B visa application to work at the college may not serve as a volunteer;
  - e. volunteer status may not be used as a way to avoid or defer compliance with the employment eligibility requirements of federal immigration laws
8. All volunteers are expected to abide by all applicable college policies, including but not limited to policies concerning privacy and confidentiality of information, use of social media, alcohol and drug use, vehicle use, student/employee conduct, protection of minors, fiscal propriety, harassment, and non-discrimination. Volunteers may be subject to background checks.
  9. The Department of Environmental Health & Safety shall be consulted about volunteer activities that may involve health and safety risks.
  10. College volunteers are prohibited from performing the following activities:
    - a. Any activity not permitted to be undertaken by an employee
    - b. Operating heavy equipment
    - c. Working with hazardous materials
    - d. Working with stored energy
    - e. Entering into any contract or other binding agreement on behalf of the college
  11. A completed and signed copy of the Volunteer Agreement and written statement of work, along with any other associated document(s) must be maintained by the division head and for those volunteer positions requiring a background check a copy must be submitted to the Office of Human Resource Services.
  12. The college provides defense and indemnification to a college volunteer to the same extent such protection is provided to an employee—for acts or omissions arising within the scope of the volunteer's good faith performance of specifically authorized duties or assignments on behalf of the college, except when acting in a criminal, willful or grossly negligent manner.
  13. The college or the volunteer may end his/her volunteer service at any time and without advance notice.

# Dickinson

## VOLUNTEER ACKNOWLEDGEMENT AND AGREEMENT

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I \_\_\_\_\_ (“Participant”), hereby acknowledge that I have voluntarily elected to  
(Print Name)  
participate in the following program or activity \_\_\_\_\_  
(insert name of program/activity)  
 (“Program”), to be held in and around \_\_\_\_\_, from \_\_\_\_\_.  
(insert location) (insert date(s))

**In consideration for being permitted by Dickinson College to participate in the Program, I hereby acknowledge and agree to the following:**

**VOLUNTARY PARTICIPATION AND ACKNOWLEDGEMENT:** I acknowledge that my participation is voluntary. I further acknowledge that I have received and read the Dickinson Volunteer Policy and will abide by its terms.

**RULES AND REQUIREMENTS:** I agree to discharge my responsibilities as set forth in the Volunteer Policy and the Written Statement of Work and in compliance with Dickinson College policies and procedures. I further agree to abide by all the rules and requirements of the Program. I acknowledge that Dickinson College has the right to terminate my participation as a volunteer at any time for any reason, including situations where my conduct may be detrimental to the best interests of the College.

**PRIVACY AND CONFIDENTIALITY:** During my participation as a volunteer in the Program or otherwise, I may be provided or may have access to information, records, or other material which may contain personal, private and confidential information of individuals or of Dickinson College, the disclosure of which is prohibited by law or by Dickinson College policies. This information may include, but is not limited to the following:

- (1) personal donor or alumni information (including addresses, telephone numbers, and information about finances, past donations, gifts, pledges, investments, wills, trusts, estates and real estate)
- (2) student information (including student names and information about scholarships, financial aid, and academic status or performance), and
- (3) information that is confidential or proprietary to Dickinson (including Dickinson strategies, practices or plans that Dickinson wishes to maintain as private and proprietary).

All of this information is referred to in this statement as “Confidential Information.” As a condition to volunteering for Dickinson, I promise and agree that I will take all necessary steps to maintain the privacy and confidentiality of the Confidential Information and that I will not disclose such information to any person or entity other than those authorized by the Program or volunteer activities.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Program, including the dangers, hazards, and risks inherent in volunteer activities. I understand that I could sustain serious injuries, including death, and/or property damage as a result of my participation in the Program. I acknowledge that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death, that are unknown at this time. I knowingly and

voluntarily assume all such risks, both known and unknown, even if arising from the negligence or fault of releases, and assume full responsibility for my participation in the Program.

**RELEASE AND WAIVER OF LIABILITY:** I agree to release and hold harmless Dickinson College, its trustees, officers, agents, students and employees, from any and all liability, actions, causes of action, negligence, debts, claims, or demands of any kind and nature whatsoever including, but not limited to, claims for negligence, recklessness or any other form of action for which a release may be legally given (including attorneys' fees and costs) which may arise by or in connection with my participation in the Program.

**INDEMNITY:** I agree further to hold harmless and indemnify the College, its trustees, officers, agents and employees from any and all liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever (including attorneys' fees and costs) by any person or the College which may arise by or in connection with my participation in the Program, regardless of whether the injury, damage, or death is caused by the negligence or fault of the releasees or otherwise.

**NON-EMPLOYEE STATUS:** I understand and acknowledge that in participating in the Program, I am doing so as a volunteer and that I am not an employee of Dickinson College. I understand and agree that as a volunteer that I am not entitled to receive compensation or any other employee benefit for my participation in the Program.

**PERSONAL MEDICAL INSURANCE:** I understand and agree that I am responsible for any and all medical and health services I may require as a result of participating in the Program.

**MEDICAL CONSENT:** In the event of any medical emergency, I (initial one) do do not authorize and consent to treatment and hospital care that Dickinson College personnel deem necessary for my safety and protection. I understand and agree that Dickinson College assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

**PHOTOGRAPH AND VIDEO CONSENT:** I (initial one) do do not grant permission to Dickinson College to photograph and/or record me or my dependent for the College's use in news, marketing, and promotional publications without compensation to me (or my dependent). I can withdraw this permission at any time.

**CHOICE OF LAW AND VENUE:** I hereby agree that this agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes must be brought with a court in Cumberland County, PA.

**SEVERABILITY:** If any term or provision of this agreement shall be held illegal, unenforceable, or in conflict with any law governing this agreement, the validity of the remaining portions shall not be affected thereby.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING, I AM LEGALLY COMPETENT TO SIGN, AND I SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE AND, IF APPLICABLE, I AGREE THAT MY DEPENDENT CAN ALSO PARTICIPATE, IS AT LEAST FOURTEEN YEARS OF AGE, WILL BE MONITORED BY ME AT ALL TIMES, AND WILL BE HELD TO THE SAME AGREEMENT AS ME.**

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant E-mail Address

\_\_\_\_\_  
Banner ID# (if applicable)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name & Signature of Dependent (if applicable)

## Volunteer Policy Summary

The following policies are directly applicable to volunteers providing services for Dickinson College. Additional policies relevant to your particular volunteer assignment may apply, and should be discussed with your volunteer coordinator.

### **I. Animals in Buildings**

Other than service animals, Dickinson policy does not permit pets in any campus building—academic, administrative or residence hall.

### **II. Children in the Workplace**

The presence of young children in the workplace on a regular basis can cause difficulty and awkwardness for co-workers and other members of the campus community. While an occasional emergency may arise when a parent would have to bring a child to work for a limited period of time, the college does not expect this to occur on a regular basis, especially given the concern for possible injuries and accidents to the children and for the college's responsibility in the event of an accident or injury.

### **III. Drug and Alcohol Policy**

Dickinson College has programs and policies in place that require compliance with all applicable federal, state and local drug and alcohol laws. **The unlawful manufacturing, dispensing, possession, use or distribution of drugs and alcohol is prohibited.** A complete copy of Dickinson's Drug and Alcohol Policy is available by contacting HR Services. Any violation of these policies or of local, state or federal laws regarding drugs or alcohol will result in termination of the volunteer's relationship with the college and may result in criminal prosecution.

### **IV. Firearms and Weapons Policy**

Volunteers are prohibited from possessing firearms, explosives or weapons (hereafter collectively referred to as "weapons") on the premises of the college or in any building under college control or at any college-sponsored event, whether or not a federal or state license to possess the same has been issued to the possessor.

### **V. Fleet Vehicles**

Only authorized drivers are permitted to operate college vehicles. Check with your volunteer coordinator about the process necessary to secure authorization before attempting to operate a college vehicle.

## **VI. Harassment and Discrimination Policy**

The college strives to ensure that all members of its community are provided with a working, learning and living environment free from all forms of harassment and discrimination based on characteristics protected by law or college policy. These characteristics include harassment or discrimination based on race, color, national origin, sex, disability, religion, age, veteran status, gender identity or expression, sexual orientation, or any other protected class. Volunteers must conduct themselves in compliance with this policy at all times.

## **VII. Protection of Minors**

Dickinson College is committed to the protection and safety of minors. While the vast majority of the members of the Dickinson community are adults 18 years of age or older, our community also includes minors less than 18 years of age, both in formal relationship to the college, and more informally, as frequent visitors. **It is the obligation of every member of the college community to report suspected child abuse as soon as possible. If you suspect abuse of any child seen on campus or while off campus at a Dickinson-related event, you are required to bring all reasonable suspicions or beliefs to the immediate attention of the appropriate state authorities by contacting Child Line immediately.**

**Child Line: 1-800-932-0313**

**As soon as the report is made, you must next contact the Director of Enterprise Risk Management and the Chief of Public Safety. These individuals, in turn, have the obligation to verify that appropriate authorities have been notified and to coordinate investigations by police or other agencies.**

## **VIII. Responsible Use of Electronic Communications and Network Services**

Use of college-owned computers and the campus network and other communications systems is considered a privilege, not a right. These are tools provided to volunteers to facilitate their work on behalf of the college only and are not for personal use. Dickinson College reserves the right to limit, restrict, or extend computing/networking privileges and access to computer resources. Electronic communications, including electronic mail, mailboxes, Internet and the contents, (subject to the intellectual property policies of the college) created or stored on any college computer/network related equipment, are the sole property of the college. Computers and the campus network are provided to assist volunteers in the completion of their assignments and to support the college's operations and long term goals. The college reserves the right to monitor computer/network communications, including Internet access and email at its discretion for legitimate business and education purposes. Legitimate purposes may include but are not limited to: periodic system checks; checks for inappropriate personal use of college equipment; investigations into claims of wrongdoing; locating information stored in files required for the conduct of business; and quality control.

You should be aware that e-mail messages, even those marked personal or those which must be accessed with personal identification or password, may be reviewed by the college to ensure proper usage consistent with this policy.

We urge you to use restraint when drafting e-mail messages. Volunteers should use the same caution in drafting and transmitting e-mail messages as they would when writing a formal memorandum. Always assume that your messages will be saved and maybe reviewed by someone other than the original addressee; these messages can be subpoenaed by court order. The use of computers and the Dickinson campus network must be related to legitimate academic pursuits, the college's business and/or to the volunteer's job functions with the college.

## **IX. Security & Inspection**

Dickinson-owned property is subject to inspection at any time, including lockers, desks, computer disks, and any other Dickinson property.

## **X. Sexual Relationships**

Sexual relations—even ostensibly consensual ones—between volunteers and students are prohibited. If you are in a relationship with a student before beginning your volunteer service with the college, you must disclose the relationship before beginning your work. Relationships discovered after the volunteer relationship has begun will be deemed to be in violation of this policy.

## **XI. Smoking Policy**

No smoking is allowed in any building on campus. This includes private offices, residence hall rooms and public buildings. Smoking is permitted only in outdoor areas of the campus and not within 25 feet of a building.

**VOLUNTEER POLICY STATEMENT OF WORK**

Duties/work the volunteer is expected to perform

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Hours the volunteer is expected to work

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Location(s) at which the volunteer is expected to work

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List of hazards to which the volunteer may be exposed

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List of training the volunteer is to receive that will enable him/her to perform the volunteer assignment safely and correctly

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\_\_\_\_\_  
Volunteer coordinator name

\_\_\_\_\_  
Volunteer name

\_\_\_\_\_  
Volunteer coordinator signature

\_\_\_\_\_  
Volunteer signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Human Resource Services Confidential Information

Please return by one of these options: email to [hrrservices@dickinson.edu](mailto:hrrservices@dickinson.edu), fax 717-245-1785, mail to Dickinson College, Human Resource Services, PO Box 1773, Carlisle PA 17013, or visit at 55 N. West St, Carlisle PA

Full Name: \_\_\_\_\_  
First MI Last

Nickname (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Home Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_  
(xxx) xxx-xxxx Month / Day / Year

Select your citizenship:

A citizen or national of the United States  A lawful permanent resident (Alien #) A \_\_\_\_\_

An alien authorized to work until \_\_\_\_\_

Select your ethnicity (please self-identify):

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central America, or other Spanish culture or origin, regardless of race.

**Not Hispanic or Latino**  **Choose not to respond**

Please check one or more of the following groups in which you consider yourself to be a member:

**American Indian or Alaskan Native** - A person having origins in any of the original peoples of North and South America (including Central America) who maintains cultural identification through tribal affiliation or community attachment.

**Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent. Including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan the Philippine Islands, Thailand, and Vietnam.

**Black or African American**- A person having origins in any of the black racial groups of Africa.

**Hispanic** - A person of Cuban, Mexican, Puerto Rican, South or Central America, or other Spanish culture or origin, regardless of race.

**Native Hawaiian or Other Pacific Islander** - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White, non-Hispanic** - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**Choose not to respond**

Emergency Contact: \_\_\_\_\_  
Name Cell Phone Home Phone Work phone Relationship

## **Related Information**

## **History/Revision Dates**

**Effective:** July 1, 2019

**Last Amended Date:** July 18, 2024

**Next Review Date:** July 18, 2026

**Also Found In:**