



## **Human Resources Policy Regarding the Use of Volunteers**

As a public agency, UM has more latitude in the use of volunteers than do private businesses. However, there are a number of criteria to be aware of in deciding whether accepting volunteer help is appropriate in a given situation.

- A. A private individual (i.e., not a UM employee) may volunteer and we may accept his/her services as long as the following three conditions are met:
  1. Services are performed for civic, charitable, or humanitarian reasons.
  2. There is not promise, expectation or receipt of compensation (Note: Volunteers may be reimbursed for certain limited expenses and/or paid nominal fees. This could include such things as out-of-pocket expenses incurred during volunteering, such as meals and transportation. Please check with our office first if anything of this nature is contemplated, since there are a number of factors to consider in determining whether an amount is “nominal”).
  3. There must be no real or perceived coercion to volunteer. There must not be any manipulation or abuse of minimum wage or overtime requirements by such coercion. The services must be offered freely and without pressure, direct or implied.
  
- B. A UM employee may volunteer to work at UM if he/she meets the conditions above as well as the following:
  1. The volunteer position must be substantially different from his/her paid work. Individuals may not volunteer to do what they are otherwise paid for. The volunteer service may not be closely related to actual duties performed by or responsibilities assigned to the employee. (Note: Please check with our office for clarification in any specific instance if there is any doubt as to whether the work is “substantially different”).
  2. Student workers, both work-study and department-funded, are also covered by this provision. The concept of “once paid, always paid” applies if the work is similar to that performed as a paid student worker. Students as well as UM employees may not volunteer to do what they are otherwise paid for.

Please also note the following:

1. If you are contacted by a third-party agency asking to place a disabled volunteer with you (as opposed to being contacted directly by a volunteer with a disability), please contact our office before proceeding further.
2. Provide the same screening of prospective volunteers that you would of an employee performing similar work. If the nature of the work calls for things such as a background check or a post-offer physical exam when hiring a regular employee, do the same for volunteers.
3. Volunteers working at UM are covered under our general liability policy. Proper applicant screening and safety training will help reduce the likelihood of claims. Special diligence should be exercised where volunteers could cause damage to property transmit communicable diseases, or cause litigation against the University.
4. Departments are responsible for obtaining and paying for parking stickers for volunteers. To obtain, send Public Safety a photocopy of the car registration, a completed form (Parking Decal Registration), and a signed IDO form.
5. Departments should complete the attached form on all volunteers and retain on file as evidence of compliance with the legal distinction between “employee” and “volunteer”.

Attachment: Volunteer Statement



## Volunteer Statement

### **Part A (to be completed by private individual volunteers not employed by UM)**

I confirm that I am volunteering my services with the understanding that these services are provided for civic reasons and that there is no promise or expectation of compensation for services rendered. I offer my services freely and without pressure or coercion.

Signature: \_\_\_\_\_

### **Part B (to be completed by UM employees, including student workers)**

I confirm that I am volunteering my services with the understanding that these services are provided for civic reasons and that there is no promise or expectation of compensation for services rendered. My volunteer work is not related to the paid work I do for UM. I offer my services freely and without pressure or coercion.

Signature: \_\_\_\_\_

### **Part C (to be completed by supervisor)**

I will serve as the supervisor and contact point for any questions regarding this volunteer, who will perform duties as follows:

Signature: \_\_\_\_\_

Department: \_\_\_\_\_

Date: \_\_\_\_\_



**VOLUNTEER RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability (the “release”) executed on \_\_\_\_\_ (date) by \_\_\_\_\_ (name of volunteer, hereinafter “Volunteer”) releases the University of Maine and University of Maine System (jointly the “University”) and each of its directors, officers, employees and agents.

Volunteer understands that the scope of Volunteer’s relationship with the University is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that the University will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to the University.

- I. Waiver and Release: I hereby release and forever discharge and hold harmless the University from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services that I provide to the University. I understand and acknowledge that this Release discharges the University from any liability that I may have against the University with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services that I provide to the University or occurring while I am providing volunteer services.
- II. Assumption of Risk: I understand that the services that I provide to the University may include activities that may be hazardous to me including, but not limited to activities such as construction work or other inherently dangerous activities. As a volunteer, I hereby expressly assume the risk of injury or harm from the activities and release the University from all liability for injury, illness, death or property damage resulting from the services that I provide as a volunteer or occurring while I am providing volunteer services.

As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maine and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maine. I further agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

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

\_\_\_\_\_  
Date

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

(If Volunteer is under the age of 18, a parent or guardian must sign this form)