



# City Policies

**SUBJECT: VOLUNTEER PROGRAM**

**NO. HR 37.0**

**APPROVED:**

  
Ronald L. Olson, City Manager

**EFFECTIVE: 01/01/11**  
**REVISED: 04/26/2012**

**DATE: 18 June 2012**

## **I. PURPOSE**

The purpose of this policy is to define standards associated with the use of volunteers.

## **II. SCOPE**

This policy applies to all departments.

A volunteer covered by this policy is an individual who regularly provides assistance to a department in the completion of department activities or in daily operations, or individuals in a short term community event.

## **III. POLICY**

The use of persons who are currently on probation for a felony offense, or Class A or Class B misdemeanor, or who are incarcerated for violations of the law, or whose employment ended as a result of violation of City policy or procedure, or Civil Service Board rules and Regulations is prohibited by the City.

The city allows and encourages departments to use volunteers to support business functions. Departments may establish specific procedures regarding the use of volunteers, based upon operational and/or business needs, so long as those procedures and policies are not less restrictive than the provisions of this policy.

Volunteers may be granted access to the City's e-mail system, so long as normal City policies, procedures, and supervision associated with such activity are followed.

The following requirements apply. Volunteers:

1. Must be at least eighteen (18) years of age, except for youth involved in education initiatives provided for the development of youth, or in association with court ordered

youth community service, or projects and programs that incorporate the level of adult supervision needed for younger volunteers.

2. Are limited to working no more than twenty (20) hours per week, except those administered under a nationally affiliated program (i.e. RSVP, SCP, VIPS).
3. Should volunteer for civic reasons with no expectation of receiving a tangible benefit.
4. May not volunteer in functions that contain sensitive customer, employee or city information, (such as payroll, accounts payable, personnel or benefit records).
5. May volunteer in functions that provide access to cash so long as normal City cash management policies, procedures, and supervision are followed.
6. May not operate City owned or leased motor driven vehicle or motor driven equipment.
7. Volunteers may volunteer in functions that provide access to senior citizens or children on a private or secluded one-on-one basis so long as normal City policies, procedures, and supervision associated with such activities are followed.
8. May volunteer in functions that provide entry into citizens' homes, so long as normal City policies, procedures, and supervision associated with such activities are followed.
9. Must complete the Volunteer Release of Liability and Hold Harmless Agreement associated with this policy that provides a release of any general liability claim, or the appropriate release form designated for volunteer service activities of a one day community event.
10. Are not covered by the City's workers' compensation program.

In addition to the above, Volunteers must qualify under any licensing requirements or standards applicable to the function which they are to perform.

#### **IV. PROCEDURES FOR PLACEMENT**

Departments will publicize volunteer opportunities utilizing a variety of means most appropriate for the respective operation, however all departments shall make use of the city's webpage volunteer link.

Prior to the placement of a volunteer, except volunteers participating in a one day community event, the completed Volunteer & Community Service Worker Assignment Form, attached to this policy, must be submitted to the department Director for review and approval.

Criminal background investigations will be conducted by the Human Resources Department (or other departments which independently conduct such investigations such as Police and Aviation) on all volunteers who are at least eighteen (18) years of age, except those administered under a nationally affiliated program (i.e. RSVP, SCP, VIPS), or volunteers participating in a short term community event, prior to their placement, as a means of promoting a safe environment for employees and customers.

1. The cost of criminal background investigations will be charged to the department in which the Volunteer is assigned.
2. Although a disqualification is possible, in accordance with federal and state laws, a previous conviction does not automatically disqualify an individual being considered as a Volunteer. Depending on a variety of factors, (for example – the nature of the position, the nature of the conviction, the number of convictions, when the illegal activity occurred, etc.), the Volunteer may still be eligible for service with the City.
3. If the Volunteer does not have a valid driver's license, then another form of picture identification must be provided.
4. The Human Resources Department will provide results of the criminal background check to the department Director for determination regarding approval or denial of assignment.
5. Upon approval by the department Director for volunteer service, the department may move forward with the placement. If the individual is not approved to serve in City operations, the department Director is prohibited from allowing the individual to serve in City operations, and must notify the individual.
6. If approved, the department Director must ensure that the Volunteer executes the Volunteer Release of Liability and hold harmless Agreement attached to this policy. If the Volunteer is under eighteen (18) years of age, parents or guardians signature must be obtained on the Agreement

The department will be responsible for maintaining all documentation related to the Volunteer and the volunteer assignment. Department record maintenance and responsibilities include the ability to report the total number of volunteers and hours served monthly and annually.

The department for which the Volunteer provides assistance must provide an identification badge to each Volunteer to be worn daily while assisting the City except those who volunteer for a short term community event or other special activity.

In the event a Volunteer is involved in an incident, whether misconduct or injury/illness, the Safety & Risk Manager is to be notified immediately by the department Director or designee.

Departments are responsible for providing or participating in a recognition program for volunteers so that there is proper acknowledgement of volunteer contributions to City Service.

## **VI. CONSEQUENCES FOR VIOLATION OF THIS POLICY**

Failure to comply with this policy will result in disciplinary action up to and including termination.

## **VII. QUESTIONS REGARDING THIS POLICY**

Questions regarding this policy shall be directed to the Director of Human Resources, or designee, who may be contacted at 361-826-3315.

**VOLUNTEER WORKER ASSIGNMENT FORM**

H.R. Policy 37.0 Volunteer Program

Date: \_\_\_\_\_ Volunteer Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone Number: \_\_\_\_\_ SSN: \_\_\_\_\_ (for background purposes)

Date of Birth: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

**HOURS PER WEEK NOT TO EXCEED 20**

Department Assigned To: \_\_\_\_\_ Charge Code: \_\_\_\_\_  
(Background Check Fee)

Job Tasks to Be Performed: \_\_\_\_\_

Are these tasks safety sensitive? \_\_\_\_\_ Yes \_\_\_\_\_ No

Does the performance of these tasks, or the area in which the tasks will be performed, provide the worker with access to:

- Sensitive City, Customer or employee information \_\_\_\_\_ Yes \_\_\_\_\_ No
- Cash \_\_\_\_\_ Yes \_\_\_\_\_ No
- Senior Citizens \_\_\_\_\_ Yes \_\_\_\_\_ No
- Children \_\_\_\_\_ Yes \_\_\_\_\_ No

Is a copy of the driver's license attached? \_\_\_\_\_ Yes \_\_\_\_\_ No (if not, explain why)

Date Assignment to Begin: \_\_\_\_\_ Date Assignment to End: \_\_\_\_\_

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director Human Resources Signature

\_\_\_\_\_  
Date

**SUBMIT ORIGINAL TO ASSIGNED HUMAN RESOURCES TECHNICIAN FOR BACKGROUND CHECK**

**VOLUNTEER RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

By signing this document you are waiving any protection under Section 39.14 and Section 39.323 of the City of Corpus Christi Texas Code of Ordinance and any other similar ordinances.

By signing this document I agree to waive any rights to sue the City of Corpus Christi, its officers, officials, employees, representative, and agents (collectively, the "City"), for any damages or claims arising out of volunteer participation. I am aware that participating in the volunteer program may involve dangers and risks of serious injury and/or death and/or property damage. I freely accept and fully assume all such danger and risks. In consideration of being allowed to participate in the volunteer program I further agree as follows:

1. To waive any and all claims I may have against the City arising out of volunteer participation;
2. To release the City from any and all liability from any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the volunteer programs due to any cause whatsoever, including any negligence of the City or otherwise;
3. To hold harmless and indemnify the City from any and all liability for any property damage or personal injury to any third-party, resulting from my participation in the volunteer program;
4. This release of Liability and Hold Harmless Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, and assigns in the event of participant's death.

I have read and understand this Release of Liability and Hold Harmless Agreement prior to signing it, and am aware that by signing this Release of Liability and Hold Harmless Agreement I am waiving certain legal rights which I or my heirs, executors, administrators and assign may have against the City.

If volunteer is under 18 years of age, the Parent or Guardian must sign below along with the volunteer. As the Parent or Guardian of a volunteer I agree to execute this Release of Liability and Hold Harmless Agreement on behalf of volunteer. I acknowledge the risks and dangers associated with the volunteer program and I voluntarily accept and assume liability and the possibility of injury, damage, death, or loss resulting there on behalf of the Volunteer. I waive any and all claims and agree to release, hold harmless, and indemnify the City of Corpus Christi, and its officer, officials, employees, representatives, and agents on behalf of the volunteer.

\_\_\_\_\_  
Volunteer's Name (Printed)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Volunteer's Signature & Date

\_\_\_\_\_  
Parent/Guardian Signature & Date

\_\_\_\_\_  
Volunteer's Address

\_\_\_\_\_  
Department Name & Contact

Emergency Contact Name & Phone: \_\_\_\_\_

**ORIGINAL TO BE MAINTAINED BY ASSIGNED DEPARTMENT**