

GENERAL GUIDELINES FOR ESTABLISHING VOLUNTEER RELATIONSHIPS

A University volunteer is an individual who, without the promise, expectation or receipt of compensation, performs services directly related to the business of the University. The purpose of these guidelines and the associated forms is to provide University departments with a process that will assist them in properly selecting volunteers, obtaining needed information, and to ensure that volunteer relationships with the university are clearly established and understood by the volunteers and the departments that engage and supervise volunteers. All volunteer work must be directed and supervised by a University employee. The University requires the same compliance with rules and attention to duties and responsibilities for volunteers as it does for University employees, including background checks. Under the Federal Fair Labor Standards Act, a current non-exempt employee cannot be both a paid employee and a non-paid volunteer while performing the same type of work for the same employer. Consult HR if you have questions regarding current University employee volunteers.

To qualify as a University volunteer, an individual must meet the minimum qualifications to perform the work assignment and agree to abide by the University policies and regulations that govern their actions. Departments are responsible for establishing their own volunteer position descriptions and screening process. Volunteers must have the necessary experience, training and supervision to safely carry out the volunteer work and, depending on the particular function to be performed, must meet the applicable license, certification and University requirements, which may include proof of identity and verification of citizenship or permanent residency status, background checks and other processes established for specific types of work.

A University volunteer may not perform any work until they have completed and signed the volunteer application and the volunteer assignment detailing the work to be performed and agreeing to the relationship of the volunteer to the University. Volunteers must execute a University liability waiver and release.

Departments are responsible for providing their volunteers with the necessary training and supervision to safely carry out their assigned volunteer activities. If the volunteer assignment includes working with machines or equipment, a volunteer cannot perform any work until successful completion of training has been documented. In addition, volunteers working with machines or equipment must be provided with appropriate personal protective equipment.

Volunteers are not considered employees for any purpose. Volunteers are not eligible for retirement, health benefits, or workers' compensation as a result of their volunteer status. Although a volunteer does not have the health benefits and liability protections as a regular employee, there are State and Federal laws that provide volunteers with limited protections from exposure to personal liability while performing duties within the scope of their volunteer assignment. In order to assure that volunteers benefit from these protections from personal liability, it is important for departments to specify the scope of their job duties in a written position description at the time of their assignment.

Volunteers serve at the pleasure of the University. Accordingly, a volunteer assignment can be terminated at the discretion of the University at any time, without notice or cause or recourse.

VOLUNTEER APPLICATION

Volunteer Applicant _____
Last Name First Middle

Address: _____
Street City State Zip Code

Phone: _____ Email: _____

Drivers License # _____ State Issued: _____

Birthdate: _____ Have you ever worked for USAO? _____

Have you ever been convicted of a crime other than minor traffic violations? If yes, please explain.

Emergency Contact:

Name Relationship Phone

I understand and agree that I am volunteering solely for personal purposes and without any promise or expectation of compensation, fees, benefits or future employment with the university. I further understand and agree that my volunteer service may be terminated at any time without cause or recourse.

I understand and agree to abide by the rules, policies and procedures of the University of Science & Arts of Oklahoma and all applicable State and Federal laws. Further, I will familiarize myself with such laws, rules, and policies, including conduct, confidentiality, conflicts of interest, ethical behavior, equal opportunity, compliance and safety.

In consideration of my participation as a volunteer, I hereby release and agree to indemnify and hold harmless the University of Science & Arts and its officers, employees and agents from any liability for any loss, cost, or damage to me or my property arising out of or in connection with my activities or performance of my volunteer work. I agree that all information, property and materials received and/or created by me in connection with performance of my volunteer work are property of the University and I will return them promptly upon request or termination of my service.

I certify that all statements in this application are true and complete to the best of my knowledge. I understand that the University of Science & Arts of Oklahoma is a government agency and that this application is a government document and that making false statements on a government document is a violation of law. I hereby give the University permission to inquire into my education, driving record, employment, and volunteer history.

Signature of Volunteer

Date

AUTHORIZATION FOR SCIENCE & ARTS TO ACCESS CRIMINAL REPORTS

DISCLOSURE

By signing below, you acknowledge and understand that in connection with your application for volunteer service with the University of Science & Arts of Oklahoma, we may obtain a “criminal background search” on you from a criminal reporting agency, or from any third party, in strict compliance with both state and federal law. The criminal reports may contain public record information requested or made on you including but not limited to criminal records, driving history records, education records, previous employment history, workers compensation claims history, social security traces, military records, professional licensure records, eviction records and others. You further understand that these reports may include experience information along with reasons for termination of past employment. Furthermore, you understand that information from various Federal, State, local and other agencies which contain information about your past activities will be requested. You understand that a consumer report containing injury and illness records and medical information may be obtained. You are hereby notified that you have the right to request a copy, upon proper identification and the payment of any legally permissible fees, of the above investigative background report contained in USAO’s files on you at the time of your request.

AUTHORIZATION

By signing below, you hereby authorize, without reservation, any party or agency contacted by this organization to furnish the above mentioned and requested information. You further authorize ongoing procurement of the above mentioned information, reports and records at any time during your employment or contract. You also agree that a fax or photocopy of this authorization with your signature is accepted as having the same authority as the original. You further authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agencies, or other persons or agencies having knowledge about you to furnish Science & Arts with any and all background information in their possession regarding you, in order that your employment qualifications may be evaluated.

ACKNOWLEDGEMENT OF RECEIPT OF SUMMARY OF RIGHTS

By signing below, you certify you have read and fully understand this disclosure and authorization, all of the information you are providing is true, complete, correct and accurate, and you acknowledge that you have received the attached summary of your rights under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.).

The following is information required in order for USAO to obtain a complete criminal report. Please print.

First Name (Legal Name)	Full Middle Name	Last Name
Street Address		
City	State	Zip

Social Security Number

Date of Birth

Other States and/or Countries Lived in the Last 7 Years

Other or Former Names (aka, maiden names, married names, surnames etc.)

CONSUMER'S SIGNATURE DATE

CONFIDENTIALITY AND PRIVACY

The University of Science & Arts of Oklahoma makes every effort to abide by all applicable Federal and State regulations, guidelines, statutes and procedures pertaining to confidentiality and privacy, specifically:

- The Family Educational Rights and Privacy Act of 1974, as Amended (FERPA);
- The Health Information Portability and Accountability Act (HIPPA); and
- The Gramm-Leach-Bliley Act (GLB)

FERPA protects the privacy of student education records. HIPPA controls the release of Protected Health Information (PHI) dealing primarily with patient information. GLB safeguards customer financial information.

As a volunteer of the University of Science & Arts of Oklahoma, you may have access to student, employee or other person's academic, personal, health and financial records that may contain individually identifiable information. This information is considered confidential. Examples of private, confidential information include, but are not limited to: student academic information (grades, courses taken, schedules, test scores, advising records), educational services received, social security number, gender, ethnicity, citizenship, veteran and disability status, health records, financial information, financial aid applications, copies of tax returns and passwords.

It is important to handle all confidential information with discretion and it should only be disclosed to others who have a need to know for legitimate business reasons. In most cases, data of an individually identifiable nature shall remain secure from public disclosure (release to third parties) without specific permission from the individual to whom the data applies, unless law allows disclosure without consent. Improper disclosure of this information to any unauthorized person is prohibited under Federal law and could subject you to criminal and civil penalties imposed by law. Any such willful or unauthorized disclosure also violates university policy and it will be cause for disciplinary action, up to and including termination from employment regardless of whether criminal or civil penalties are imposed.

Student and administrative data originated or stored in university computer systems is university property. Only data that is required for one's job should be accessed. To safeguard computer data, employees should not share computer login information or leave their computer signed on when away from their desk for extended periods. Computer passwords should be changed regularly. Employees/volunteers should refer to the University Computer and Network Use Policy for further guidance.

Volunteers should handle all confidential information with discretion, safeguarding it when in use, filing it in locked file cabinets when not in use, disposing of it properly (i.e. shredding) when no longer needed and not disclosing or discussing it with any unauthorized person while volunteering for the University of Science & Arts of Oklahoma, or after employment at the University.

FULL LEGAL NAME: _____

SIGNATURE: _____ DATE: _____