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| CITY OF APPLETON POLICY | TITLE: VOLUNTEER POLICY | |
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I. **PURPOSE**

The City recognizes and supports the use of volunteers to assist in providing services and programs. This policy contains responsibilities of both the City and volunteers. Written policies and procedures will assure volunteers are suitably oriented and trained, written assignments and job duties are developed, supervision is appropriate to assigned duties and volunteers are told about safety and liability to the City.

II. **POLICY**

SCOPE

In order to maximize the effectiveness of volunteers yet limit risk exposure to both volunteers and the City, this policy will apply to all City departments and volunteers.

The City of Appleton defines a volunteer as “an individual recognized and authorized by the City of Appleton or one of its officials, agents or employees to perform services on behalf of the City of Appleton without receipt of salary or compensation other than for expense reimbursement.”

~~These guidelines~~ This policy complements, but does not supersede, the statutory authority of the Library Board.

PROCEDURES

Prior to using volunteers, each department using volunteers will have procedures to supplement this policy which will address specific methods to recruit, interview, select, orient, train, supervise and recognize volunteers within their department. Department

directors will designate an employee to be responsible for the volunteer program and who will serve as a ~~contact person~~ **volunteer coordinator**. Some departments may have more stringent policies and procedures in place for use of volunteers within their department.

A. **Screening & Selection Process**

- **Recruitment**. Departments shall use recruiting procedures appropriate to the specific program area. Procedures shall be consistently followed. To assist in this initial process, potential volunteers will be required to complete an ~~on-line~~ **volunteer** application ~~through the City's website~~.
- **Selection**. A screening and selection process shall be established where potential volunteers are interviewed, references verified when appropriate, and a background check is completed.

Departments should maintain an active roster of those individuals whose volunteer services are engaged. A welcome letter to the volunteer is also recommended. A welcome letter accepts the volunteer as part of your team and can underscore your appreciation of their services. It, along with a roster, also provides a written record of those individuals who are authorized to provide services on behalf of the City. A written record is of utmost importance since the City provides liability protection to volunteers under any official City volunteer program and the City's liability insurance provides protection to any expressly authorized volunteer. Your records will document which individuals the City will be responsible for in terms of liability protection.

Volunteers and the appropriate supervisors must complete and sign the City of Appleton's Volunteer Waiver and Release of Liability Form (Exhibit A). Volunteers under the age of 18 must have documented parental or guardian consent. The parent or legal guardian must complete and sign the City of Appleton's Volunteer Waiver and Release of Liability Form (Exhibit A).

Departments must comply with applicable Fair Labor Standard Act (FLSA) rules. Volunteers under the age of 18 must be provided with adequate supervision. For assistance on these specific rules, contact the Human Resources Department.

B. **Orientation**

In order for both the City and volunteers to have a complete understanding of the conditions of volunteering, the following topics should be discussed during department volunteer orientation.

- **Policy and procedure**. Policy and procedure regulating volunteer duties as well as any other pertinent rules, policies and procedures of the organization should be discussed. Specific emphasis should be given to working safely, conditions of driving while as a volunteer and risk exposure to the City. The ~~seasonal employee/volunteer~~ "Safety for All Seasons" **"Volunteer Safety Information"** ~~brochure~~ **handout (Exhibit B)** should be furnished to and discussed with volunteers.

Volunteers who will be driving **non-city owned vehicles to carry out their volunteer responsibilities for the City of Appleton** need to complete the driver's license and insurance verification sign-off form (Exhibit C). Without this verification of auto liability insurance, the City's insurance will become "primary" in a loss and would end up responding first to liability claims. It is our objective to be "excess" and respond to liability claims only after the volunteer's personal insurance is exhausted.

- **Training.** Training of volunteers is of importance to ensure they have the necessary skills and confidence to carry out their responsibilities. Written documentation of training given to volunteers should be made and kept on file by the department. Volunteers will receive an overview of their volunteer assignment and a **comprehensive** list of duties and expectations, hours of service, **specific safety policies and procedures**, supervision, confidentiality, call-in procedure, **proper personal protective equipment for the job (if applicable), etc.** ~~Volunteers should be issued ID badges when working in the public eye identifying them as a City of Appleton volunteer.~~ **Where practical, it is recommended that volunteers, working in the public eye, be provided with some form of identification (ID badge, volunteer T-shirt/vest, etc.) to recognize them as a City of Appleton volunteer.**
- **Supervision.** Volunteers will be supervised as to assignments, work performance, activity, use of equipment, etc. ~~Performance problems will be corrected or the volunteer service terminated.~~
- **Incident & Accident Reporting.** Volunteers should be instructed to report all incidents or accidents they are involved in while carrying out their volunteer responsibilities to their supervisor as soon as possible. Supervisors should then have the volunteer complete the City of Appleton's Volunteer Report of Injury or Accident form within 24 hours of incident or accident occurrence (Exhibit D). A verbal notification to the Human Resources Department should be made as soon as possible in the event of serious injury to the volunteer or others or for extensive property damage. Supervisors should conduct a prompt accident investigation to determine possible casual factors and possible corrective actions to prevent such incidents or accidents from occurring in the future.

RISK MANAGEMENT CONSIDERATIONS

It is important volunteers know what coverage the City will or will not provide.

- **Personal injury.** Volunteers are not employees, as defined by the State Workers' Compensation Act; therefore, workers' compensation coverage will not be provided if they are injured while performing volunteer services. **The City purchases accident insurance for all authorized volunteers which covers medical, dismemberment and death benefits. The City does not provide any coverage for loss of income, permanent disability or other non-monetary damages or injuries.**

- **Damage to volunteer property.** When volunteer's personal property is damaged while the volunteer is serving in an authorized volunteer status, the City will not be responsible to reimburse for the damage.

Automobile accidents. ~~All operators of a motor vehicle, while on City business, must be qualified to drive and must drive safely. This applies to both City owned and non-city owned vehicles. Volunteers operating City vehicles or equipment will receive instruction from the supervisor or department regarding City vehicles and equipment before being authorized to operate them.~~ **The City does not permit volunteers to operate any city vehicles or equipment.** The City does not provide automobile liability insurance coverage for a volunteer's privately-owned vehicle. Volunteers who use non-City-owned vehicles for City business should confirm that their personal auto insurance policy provides coverage for this use. Volunteer's automobile liability insurance will be considered primary. All volunteers who drive non-City-owned vehicles for City business shall be required to purchase (at their own expense) and maintain auto insurance at a level that meet the standards set under **Exhibit C.** ~~the City of Appleton Conditions of Employment policy.~~

- **Other liability.** If a volunteer's actions causes physical injury or property damage to another (other than from automobile accidents) and the injured party files a claim against or sues the volunteer, the City and/or its liability insurance carrier will defend the volunteer and be responsible for any financial judgment incurred as long as the volunteer was acting within the scope of their responsibilities.

**CITY OF APPLETON
WAIVER AND RELEASE OF LIABILITY FORM
FOR VOLUNTEERS, INTERNS, JOB SHADOWING AND RIDE ALONG PARTICIPANTS**

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE OF LIABILITY AND AN INCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WILL BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE HAD. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT 920-832-6423 WEEKDAYS BETWEEN 8:00 AM AND 4:00 PM.

This Waiver and Release is executed on the date entered below by the undersigned (the "Volunteer") in favor of the City of Appleton and its elected officials, officers, employees, agents and the like (collectively the "City").

WAIVER AND RELEASE

The Volunteer freely, voluntarily and without duress executes this Waiver and Release under the following terms:

1. For good and valuable consideration including Volunteer's ability to participate in a City sponsored activity or activities, Volunteer (or parent/guardian on behalf of Volunteer who is under 18 years of age) agrees on behalf of Volunteer and Volunteer's heirs, assigns and the like, to hold harmless, indemnify and defend the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs (including attorney fees) arising in any way out of Volunteer's participation in the City sponsored activity or activities including, but not limited to, any acts or omissions to act which the Volunteer may commit. However, the City and Volunteer understand that the City is not released from liability for harm incurred by Volunteer which results from the City's intentional or reckless conduct.
2. The Volunteer understands that the activity Volunteer is participating in may involve hazards that are either known or unknown that may subject the Volunteer to the risk of personal injury or death and damage to property and, with that understanding, Volunteer hereby expressly and specifically assumes all risk of injury or harm associated with the activity and releases the City from any and all liability for injury, illness, death or property damage resulting from the Activities and caused by Volunteer or by the negligence of the City.

3. The Volunteer further understands that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance to Volunteer including, but not limited to medical, health, workers compensation or disability insurance in the event of injury or illness. To that end, Volunteer warrants and represents that Volunteer has consulted with a medical doctor with regard to Volunteer's personal medical needs and represents that Volunteer will not engage in any activity for which Volunteer has not received clearance from a medical doctor. Volunteer is aware of any applicable personal medical needs and conditions and has arranged through insurance or otherwise to meet any and all need for payment of medical costs that may accrue or occur while Volunteer is participating in the activity.

4. The City may, but is not obligated to, take any action it considers warranted under the circumstances regarding Volunteer's health and safety and Volunteer does hereby release and forever discharge the City from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment or service rendered in connection with Volunteer's activities with the City.

EARLY TERMINATION OF SERVICES OR ACTIVITY

The City reserves the right to terminate Volunteer's services or the activity itself at any time with or without cause or notice. Volunteer agrees that although Volunteer is not an employee of the City, Volunteer will act in accordance with all applicable City policies while engaged in the activity.

PHOTOGRAPHIC RELEASE

The Volunteer does hereby grant and convey unto the City all right, title and interest in any and all images and video or audio recordings made by the City during Volunteer's activities with the City including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

CONSTRUCTION OF WAIVER AND RELEASE AND SEVERABILITY

The Volunteer expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that this agreement shall be governed and interpreted by Wisconsin law. It is further agreed that nothing in this Waiver and Release shall be construed as a waiver, replacement or forfeiture of any other legal rights and defenses available to the City. The Volunteer agrees that in the event any clause or provision of this Waiver and Release is deemed invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable.

[SIGNATURES BEGIN ON THE NEXT PAGE]

CITY OF APPLETON
WAIVER AND RELEASE OF LIABILITY FORM
FOR VOLUNTEERS, INTERNS, JOB SHADOWING AND RIDE ALONG PARTICIPANTS

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|--|
| General Description of Activity |
| |

| | |
|---------------------------------------|--|
| Activity Date(s) (Approximate) | |
|---------------------------------------|--|

| | |
|---|------------------------------|
| Volunteer's Name and Address | Emergency Contact |
| Parent/Guardian Information if Volunteer is under 18 | Name and Phone Number |
| | |
| Affiliated Organization | |
| | |

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE AND HAVE READ THE PRECEDING WAIVER AND RELEASE OF LIABILITY THOROUGHLY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND ENTER INTO IT ON BEHALF OF MYSELF, MY HEIRS, NEXT OF KIN ASSIGNS AND PERSONAL REPRESENTATIVES. NO ONE HAS MADE ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS THAT CHANGE OR MODIFY ANYTHING WRITTEN IN THIS WAIVER AND RELEASE OF LIABILITY.

| | | |
|-----------------------------|-------------------|--------------------|
| Volunteer's _____ | Signature: | Date: _____ |
|-----------------------------|-------------------|--------------------|

IF VOLUNTEER IS UNDER AGE 18, PARENT/GUARDIAN MUST COMPLETE THIS SECTION

AS PARENT, GUARDIAN OR TEMPORARY GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE VOLUNTEER, I CERTIFY THAT I HAVE READ THE PRECEDING WAIVER AND RELEASE OF LIABILITY AND BY SIGNING BELOW CONSENT TO THE NAMED MINOR VOLUNTEER'S PARTICIPATION SUBJECT TO THE TERMS AND CONDITIONS OF THE WAIVER AND RELEASE. NO ONE HAS MADE ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS THAT CHANGE OR MODIFY ANYTHING WRITTEN IN THIS WAIVER AND RELEASE OF LIABILITY.

| | |
|--|-----------------------|
| Name of Minor Volunteer (please print): _____ | |
| Signature of Parent or Guardian of Minor Volunteer _____ | Date: _____ |
| Printed Name of Parent or Guardian _____ | |

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|----------------------------|
| For Office Use Only |
|----------------------------|

Volunteer Safety Information

General Safety Policy: The City of Appleton is committed to providing a safe working environment for its volunteers. The City's Human Resources Director shall have full authority to stop any unsafe act where prescribed safety precautions are not being followed or to see that an unsafe condition is corrected before work resumes.

Volunteer Responsibilities: Volunteers are responsible for performing their work safely by adhering to all federal, state and City standards that apply to their jobs, including: following all applicable City safety policies and rules, wearing the required personal protective equipment, using common sense, maintaining good housekeeping, and reporting all accidents, injuries and unsafe conditions to their supervisor.

Drug & Alcohol Policy: It is the City's policy to maintain a workplace free from drugs and alcohol for its volunteers. All volunteers are expected to report to duty free from the influence of any alcohol or controlled substances. In addition, manufacturing, distributing, dispensing, possession or use of controlled substances, alcohol or drug paraphernalia is also prohibited. Should you be convicted of a drug-related crime, you must notify your supervisor of the conviction no later than five days after receiving it. Before reporting to work, notify your supervisor of any prescribed medications that could affect your judgment or motor skills.

Workplace Violence Policy: It is the policy of the City to provide a workplace free from violence. All aggressive behavior and violent acts are unacceptable conduct and will not be tolerated. Workplace violence includes: violent behavior or conduct, aggressive behavior or conduct or bringing weapons into the workplace. Volunteers who demonstrate such conduct will be subject to removal from their volunteer position, may not be considered for future volunteer opportunities and/or possible civil/criminal prosecution. Volunteers are expected to: conduct themselves in a manner conducive to positive relationships and effective teamwork, report all restraining orders that you file to the HR Department or any supervisor, not bring weapons into the workplace (unless it is part of the standard equipment for your job), immediately report violent threats to the police, immediately leave an area if violent or hostile actions are taking place and reporting current or potential occurrences of aggressive behavior or violence to your supervisor.

Hazard Communication (Right to Know/Understand): Volunteers have the right to know and the right to understand about the hazards of the chemical substances they may work with and how to protect themselves from these hazards. For more information, contact your supervisor or the Human Resources Department.

Blood Borne Pathogens: The City of Appleton has a comprehensive blood borne pathogen policy. This program provides volunteers with education, protective equipment and a preventative vaccine to volunteers who are at risk for exposure to blood and body fluids in the normal course of their job duties. Job classifications specifically targeted include: police officers, fire fighters, public health nurses and life-guards. All volunteers are offered a post-exposure evaluation if an exposure to blood or a body fluid occurs. If you have specific questions regarding the City's blood borne pathogen program, contact your supervisor.

Harassment & Discrimination: It is the policy of the City of Appleton that all volunteers have the right to work in an environment free of all forms of harassment. The City will not tolerate, condone or allow harassment by employees or other non-employees who conduct business with the City. Volunteers are expected to: a) refrain from or participate in, or encouragement of, actions that could be perceived as harassment, b) report to a supervisor offensive behavior such as physical grabbing, pinching or touching another employee's/volunteer's private areas, or sexual, racial, ethnic, religious or gender-based slurs, c) encourage any employee or other volunteer who confides with you that he/she is being harassed or discriminated against to report these acts to a supervisor and d) to cooperate fully in any investigation, whether or not you are directly involved in an incident.

DRIVER'S LICENSE & INSURANCE VERIFICATION FORM INFORMATION UPDATE

Please print CLEARLY

First Name: _____ Middle Initial: _____

Last Name: _____

Do you have a **valid** Driver's License? Yes No

Driver's License Number: _____ State: _____

Date your Driver's License expires (mm/dd/year): ____/____/____

List any restrictions on your Driver's License (i.e. glasses, occupational, etc.):

It is your responsibility to notify the Volunteer Coordinator ~~or your Supervisor~~ immediately when your driver's license is restricted, suspended or revoked.

AUTO INSURANCE

The City does not provide insurance coverage for a volunteer's privately owned vehicle. Volunteers who use non-City-owned vehicles for City business should confirm that their personal auto insurance policy provides coverage for this use.

All volunteers who drive non-City-owned vehicles **to carry out their volunteer responsibilities for the City of Appleton** ~~for City business~~ shall be required to purchase (at their own expense) and maintain auto insurance at a level that meets one of the following minimum standards:

(a) Single limit of liability - \$200,000 for bodily injury and property damage

OR

(b) Split limit of liability with limits of; \$100,000 each person bodily injury \$300,000 each accident bodily injury \$50,000 property damage.

~~Proof of insurance must be provided prior to mileage reimbursement payment. Volunteers who cannot provide proof of this level of insurance will not be entitled to receive mileage reimbursement, and will not be allowed to drive for City business.~~ Failure by the volunteer to maintain required **auto liability** insurance limits ~~may~~ **will** affect volunteer status.

I understand that, should I use a non-City-owned vehicle in the conduct of my volunteer duties, I must have and maintain adequate insurance coverage (as noted above) for that vehicle.

Signature

Date

**City of Appleton
Volunteer Report of Injury or Accident**

Volunteer Information

Name of Volunteer:

Volunteer's Address:

Volunteer's Phone:

City Department & Program Served:

Type of Incident / Accident (check all that apply)

- Injury to Volunteer
- Injury to Others
- City Property Damage
- Property Damage to Volunteer
- Property Damage to Others

Description of Incident / Accident

Date of Incident / Accident:

Time:

Incident / Accident Location:

Incident / Accident Description (use the back of this form or additional sheets, if needed)

[Empty box for incident description]

- Check here if there is security or traffic camera footage of this incident/accident. If so, download this camera footage and send a copy to the Human Resources Department.

Witness Information:

Injuries / Damage

Persons Injured (Name / Address / Phone):

Extent of Injuries:

Did volunteer seek medical attention?

If yes, list name and address of treating physician:

Describe property or vehicle damage:

Name of property or vehicle owner:

If accident involved volunteer's personal vehicle, has the volunteer already notified their personal vehicle insurance company?

Signatures

Volunteer Signature and Date: _____

Supervisor's Signature and Date: _____