

OFFICE OF HUMAN RESOURCE MANAGEMENT

Bird Hall Building Princess Anne, Maryland 1853–1299 (410) 651 – 6400 FAX: (410) 651-6500

Volunteer Policy

The University of Maryland Eastern Shore utilizes volunteers to assist with various university operations. Volunteers bring a richness of diversity, a host of contacts and a seemingly limitless supply of energy and creativity to the University. The UMES faculty and staff are responsible for the identification, selection, training, supervision, evaluation and recognition of volunteers in cooperation with the Office of Human Resources. Anyone wishing to volunteer at the University of Maryland Eastern Shore (UMES) must be eighteen (18) years of age. However, consideration will be given to individuals between the ages of 16-18 on a case by case basis.

"UMES Volunteer" shall mean a person who is appointed by and is actually performing services for the University of Maryland Eastern Shore after completing a UMES Volunteer Application and executing a UMES Volunteer Appointment Agreement. Other persons offering their services to UMES are not UMES volunteers, and are not eligible for coverage under the Maryland Tort Claims Act. A UMES volunteer is not an employee of UMES.

The following procedures will be observed when UMES employees utilize volunteers.

- 1. Application: Potential volunteers will provide truthful, accurate and complete on their background, experience, abilities, and volunteer assignment preferences on a completed and signed application form (Attachment 1). This form becomes a confidential record to remain in the volunteer's file, and serves as the means to begin the screening process.
- 2. Screening: Potential volunteer may be screened by the Employment Manager of the Department of Human Resources to determine suitability for the position(s) using the specific requirements of the position as criteria. Based upon the information obtained during the screening process, the volunteer is selected and notified. In determining suitability, either of the following actions will be taken:
 - Conduct a personal interview
 - Check references

- 3. Appointment: The volunteer will be appointed by the supervising UMES employee for the specific period of time and under the terms set forth in the appointment agreement (Attachment 2). An appointment as a UMES volunteer does not create an employer-employee relationship. The agreement will be signed by the volunteer, the appointing employee and the employment manager.
- 4. Position Description: A written description of the duties and responsibilities of the position shall be developed by the appointing employee and attached to the appointment agreement and placed in the volunteer's file.
- 5. Orientation: The volunteer will receive an orientation covering the history, mission and structure of UMES, the policies of the university, and the duties, responsibilities, risks, benefits, duration and expectations of the appointment.
- 6. Training: As appropriate, UMES will provide or arrange for the volunteer to receive training to carry out the responsibilities of the appointment.
- 7. Supervision: Each volunteer shall be assigned to a UMES employee supervisor. Supervision should include periodic meetings for planning, feedback, review, and evaluation.
- 8. Evaluation: A written evaluation of the volunteer's job performance will be completed at the conclusion of the term of the appointment. The PMP form may be use. The review shall be placed in the volunteer's file and considered at reappointment time.
- 9. Support: The volunteer will be informed of the material, facilities, support staff and resources available to carry out her/his assignment. Volunteers do not have procurement privileges.
- 10. Recognition: The volunteer will be recognized in an appropriate manner for her/his service to UMES.
- 11. Recommendations: The verification of a person's current or previous volunteer service with UMES may be provided upon a written request by the volunteer to the UMES Department of Human Resources.
- 12. Termination: A UMES volunteer appointment shall terminate on the date specified in the volunteer appointment agreement. An appointment shall not exceed one year. As stated in the volunteer appointment agreement, UMES may terminate a volunteer's appointment prior to the date specified in the volunteer appointment agreement if the volunteer's supervisor determines termination is in the best interest of UMES. The supervisor shall mail a written notice of termination to the volunteer when the appointment is terminated before the date specified in the agreement and a

copy will be placed in the volunteer's file.

Upon termination the volunteer must return reference resources, unused materials and publications, files, and any equipment or keys issued to the volunteer. The volunteer should follow the employee exit procedure and complete the Clearance Procedure Form.

- 13. Organization Standards: A UMES volunteer shall comply with all UMES and USM Policies applicable to employees and is expected to adhere to the same standards of conduct as delineated in UMES and USM policies, including:
 - a. Use of Alcoholic Beverages
 - b. Drug-Free Work Place
 - c. Sexual Harassment/Sexual Assault
 - d. Safety and Accident Prevention
 - e. Liability Coverage Under the Maryland Torts Claim Act (MTCA): The UMES volunteer may be covered under the MTCA for certain acts or omissions if the act or omission occurred while the volunteer was providing an authorized service to or for the State, Section 12-101, State Government Article, Maryland Annotated Code. Nevertheless, a UMES volunteer is personally liable for any act or omission of the volunteer occurring outside the scope of the duties and responsibilities stated in the volunteer's appointment agreement, or for any act or omission which was malicious or grossly negligent and for which the defense of sovereign immunity is not available.
 - f. Maryland's Worker' Compensation Act: As a general matter, volunteers are not covered under the Workers' Compensation Act. To be covered by the Act one must be an "employee" who is defined generally as someone receiving remuneration or payment for his or her services. There are several specified exceptions for some fire, police and civil defense persons as well as volunteer school aides.
 - g. Program Forms: Additional information, release and compliance forms may be required for specific programs or events. A general waiver of liability is preferred. (See Attachment #3)

14. Conflict Resolution: Conflicts shall be promptly addressed through the Office of Human Resources. There are experience employee relations staff to assist in the resolution of disagreements and the maintenance of sound relationships where possible between volunteers and university personnel or other volunteer. Resolution will be attempted through informal discussions. There is no access to formal grievance procedures for volunteers.

Revised October 27, 2020



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Volunteer Program

APPOINTMENT AGREEMENT

General Provisions

In consideration of the University of Maryland Eastern Shore accepting an individual to volunteer in any capacity, the volunteer agrees to abide by all policies and program regulations. UMES is not responsible for any activity engaged in or responsibility assumed by the volunteer other than those specified in this appointment agreement, the accompanying position description, and as stated in the UMES Volunteer Policy. Any involvement other than those mentioned above will be taken at the personal risk of the volunteer. **This agreement terminates one year from the date of signing below or under the notice provision of the UMES Volunteer Policy.**

Confidentiality

It is understood that in the performance of his/ her duties, the UMES volunteer may have access to certain sensitive information about other individuals. Such information may include medical, insurance, financial and/or other personal and confidential data. The UMES volunteer agrees to restrict his/her use of such information to the performance of duties described in the position and this appointment agreement and understands that there is to be no discussion of any individual information except when in direct contact with the appropriate individuals involved or the supervisor. Any use of confidential information outside the scope of duties may create personal liability for the volunteer.

Conflict of Interest

Volunteers should not promote private or personal interests in conjunction with the performance of duties and shall not attempt to solicit employees or to use confidential information for personal advantage or gain. The volunteer must exercise good faith and integrity in all dealings with UMES.

No employer-employee relationship is created by this agreement; however we acknowledge that the volunteer may be covered under the Maryland Tort Claims Act in specific situations. It is advisable to obtain personal insurance for further protection. Participation as a UMES volunteer is open to all persons without regard to race, gender, disability, or national origin.

Termination of Volunteer Appointment

The Volunteer appointment terminates one year from the signing of the volunteer appointment or if the Volunteer Coordinator/Supervisor deems termination to be in the best interests of the University. This agreement can also be terminated by the Director of Human Resources in the best interests of the University. The Volunteer may terminate the appointment at any time by giving written notice to the Volunteer Coordinator/Supervisor.

University of Maryland Eastern Shore Volunteer Program

General Release from Liability

In consideration of my participation in the UMES Volunteer Program, I do hereby release, and forever hold harmless, the University of Maryland Eastern Shore, the University System of Maryland, the State of Maryland, and all their employees and agents in connection with the volunteer program, from any and all claims, demands, damages, actions, liability, or suits at law or in equity, for personal injury, whether physical or mental, property damage, medical, dental or hospital expenses or any other expenses of whatever kind, including death, which I may have had, now have, or may hereafter have, in any manner connected with, arising from or growing out of my participation in said program, except as authorized by the Maryland Tort Claims Act, Reference Section 12-101, State Government Article, Maryland Annotated Code.

I acknowledge that I sign this Release knowingly and intelligently and with full and complete knowledge of the purpose of the volunteer program and without any form of duress and/or intimidation whatsoever on the part of the University of Maryland Eastern Shore.

Signature of Volunteer Date

Parent's Signature (If under age 18)

Date

Witness

Date

Volunteer Acceptance Statement

I accept the terms stated above and will strive to fulfill the responsibilities outlined in this agreement. If there are problems with my responsibilities, I will advise my supervisor immediately. I understand that I will not be paid for my services, nor will I be eligible to receive any reimbursement for expenses incurred in transportation to and from the volunteer assignment. I am also aware that I will not be eligible for any preference in future employment based upon my volunteer services.

Signatures:

1

Volunteer (Printed Name)	Date
Volunteer (Signature)	Date
Parent's Signature (If under age 18)	Date
Volunteer Coordinator (Printed Name)	Date
Volunteer Coordinator (Signature)	Date
/ Department Head Printed Name and Signature	Date
Vice President for Division	Date
Vice President for Administrative Affairs	Date

Revised October 27, 2020



		PER	ISONAL DATA	1			
Last Name:	First Na	me:	Middle Name: Maiden Name:				
Current Address:	•		City:		State:	Zip Code:	
			,				
Phone: (Daytime)	Phone: (Daytime) Phone: (Even			g) Other: (If applicable)			
		,	07		(
Valid Driver's License Number:		Exp. Date:		State:	Type/Class:		
			•			,, ,	
Full Name of Emergency Contact: Phor			one: (Daytime)	(Daytime) Phone: (Evening)			
Please list any allergies or special	condition	S:					
			XPERIENCE				
Have you ever worked for the Univ	versity or	the State of	Maryland?		□ YES		
List the departments in which you w	ould						
like to volunteer:							
List the types of duties you would p	orefer						
to perform:							
Volunteer Experience: (List current or most recent experiences first)							
Company:			Supervisor's Name:				
			Discont		D. I. (444		
Address:			Phone NU	Phone Number: Date: (MM/YY to MM/YY)			
List Duties:							
Company:			Supervisor's Name:				
Address:			Phone Nu	mber:	Date: (MA	A/YY to MM/YY)	
List Duties:							
Company:			Superviso	Supervisor's Name:			
1/-							
Address:			Phone Nu	mber:	Date: (MA	/YY to MM/YY)	
List Duties:			I				
1							



Work Experience: (List current or most recent experiences first)							
Employer:	Supervisor's Name:	Supervisor's Name:					
Address:	Phone Number:	Date: (MM/YY to MM/YY)					
List Duties:							
Employer:	Supervisor's Name:	Supervisor's Name:					
Address:	Phone Number:	Date: (MM/YY to MM/YY)					
List Duties:							
Employer:	Supervisor's Name:	Supervisor's Name:					
Address:	Phone Number:	Date: (MM/YY to MM/YY)					
List Duties:							
Briefly explain why you want to volunteer with the University of Maryland Eastern Shore (UMES):							
	EDUCATION						
Please indicate the highest education level completed: Less than High School High School							
College Graduate	SKILLS & CERTIFICATIONS						
 Data Entry Word Processing Equipment Electronic Calculator Typing Please list any additional skills: 							
Please list any certifications to practice a Trade or Profession below:							
Please list any foreign languages in which you are fluent below:							
	REFERENCES						
List two persons, not related to you who have definite knowledge of your character and skills. Complete address is							
	ferences and verification of information provided						
Full Name:	Address: Phone Number:						
Full Name:	Address: Phone Number:						