



*Department of Human Resources Development  
and Labor Relations*

***POLICIES AND PROCEDURES***

**TITLE: VOLUNTARY SERVICE**

**Policy:** Cleveland State University (CSU) depends on volunteer support to accomplish its mission. The service, advice and insight volunteers provide is an invaluable resource. CSU will make every effort to provide services and enhance the experiences of volunteers but is not responsible for unforeseen outcomes that might occur.

This policy addresses various issues regarding the engagement of volunteers for services to CSU, defines the voluntary relationship, its privileges and responsibilities and clarifies CSU's liability for using the services of volunteers.

**Volunteers:** Uncompensated individuals, who perform subsidiary services which are directly related to the business of CSU, support or assist with the activities of CSU, or are used to gain experience in specific endeavors. Volunteers provide services on a regular basis, are not considered employees for any purpose, must not represent themselves as employees, are not covered by the Fair Labor Standards Act and are not eligible for any university benefits, including Workers' Compensation, as a result of this voluntary arrangement. Volunteers may be subject to a background check. An employee may not become a university volunteer in any capacity in which he or she is or expects to be employed at CSU or which is substantially the same or similar to the employee's regular work at CSU.

Individuals who are invited to provide services or expertise on a guest basis are not considered "volunteers" as it relates to this policy.

**Privileges:** In order to be authorized for many campus privileges a CSU ID# is required. Some privileges associated with a CSU ID# are network and internet access, access to Email, Campus Net, WebCT and phone registration. A VikingCard (CSU ID card) may be issued to provide access to the library, dining hall, parking, gymnasium, sporting events and others.

**Responsibilities:** Voluntary service, while uncompensated, establishes the volunteer as an important community resource and a representative of CSU. Volunteers are expected to abide by university policies and practices, including but not limited to those of ethical behavior, confidentiality, and financial responsibility. Please read applicable policies on the HR website <http://www.csuohio.edu/HRD/>

**Payments:** Payment, promise of payment or special consideration for voluntary services are not allowed. However, the department will reimburse for pre-approved actual and reasonable expenses arising from the performance of assigned tasks following the standard university reimbursement procedures.

**Prohibited Activities** (including but not limited to):

- Operating heavy equipment
- Driving on CSU business, unless authorized under CSU's driving policy
- Working with or exposure to hazardous materials or stored energy
- Being a human research participant or a laboratory volunteer
- Any activity considered inappropriate for an employee
- Entering into any contract on behalf of CSU

**Dismissal:** A CSU volunteer's service may be ended at any time at the sole discretion of CSU and without prior notice. Likewise, a volunteer may give notice of intent to leave at any time.

**PROCEDURES FOR AUTHORIZATION:**

It is the department's responsibility to be certain that the volunteer has adequate experience, qualifications and training for the tasks he or she will be performing. HR will review for appropriateness of services being provided.

- Complete a Cleveland State University Volunteer Agreement and Release form
- See further instructions on CSU Volunteer Agreement and Release form



Volunteer Agreement and Release

Name of Volunteer: \_\_\_\_\_ (please print)

I have chosen to volunteer my services to Cleveland State University (CSU) in \_\_\_\_\_ Department to perform the following services \_\_\_\_\_. These services may involve the following risks \_\_\_\_\_.

(ex. Risks normally encountered in an office environment, with teaching college students, with driving an automobile, etc.)

I am willing to accept these risks in order to participate in CSU's volunteer program.

TERMS OF AGREEMENT AND RELEASE:

- 1) I agree that my participation in the above activities is without compensation.
2) I understand that I do not have a formal work appointment for those particular services.
3) I understand that CSU does not provide me with accident or medical insurance and is not responsible for any accidents or medical expenses incurred by me. Further, I understand that I am neither covered by Workers' Compensation nor entitled to employee benefits as a result of my voluntary affiliation.
4) I have read, and I agree to abide by the applicable CSU policies (found at http://www.csuohio.edu/HRD/) regarding my responsibilities while volunteering my services.
5) I understand that CSU shall have the right to release me as a university volunteer at its sole discretion and without prior notice.
6) I, on behalf of myself, my heirs, and my representatives do hereby release, waive, indemnify, and hold harmless the State of Ohio, CSU or any of its officers, agents, or employees from any and all liability, damage, or claim of any nature that arises out of or is related to my volunteer activities.
7) I am aware of the terms and conditions of this agreement and am signing this agreement of my own free will. Further, by signing this agreement I attest to the fact that I am eighteen years of age or older and am able to perform the above-described volunteer services with or without reasonable accommodation.
8) I understand the terms and conditions of this agreement are valid for the duration of my volunteer status as so determined by CSU. This agreement may be modified by CSU as it deems necessary and, if so modified, I will be provided with notice of such modifications.

Please affirm your acceptance of the terms of this agreement stated above with your signature, and please accept our sincere thanks for your valuable contributions to Cleveland State University.

Dates of Service \_\_\_\_\_ to \_\_\_\_\_ Volunteer Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Immediate Supervisor \_\_\_\_\_ Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

Procedures:

- Have volunteer complete Agreement and a Personal Data Worksheet (PDW)
• Provide one copy of Agreement to CSU volunteer; keep one copy for your departmental files
• Send the original Agreement and PDW to the division's HR Liaison for review
• Contact Human Resources if volunteer's service extends beyond dates noted above
• Contact Human Resources when volunteer's service ends
• HR Liaison: Review, initial, date and send all paperwork to Human Resources

CSU Use Only: Initial & Date \_\_\_\_\_ Data \_\_\_\_\_ Data \_\_\_\_\_
HR Liaison \_\_\_\_\_ date \_\_\_\_\_ HR Review \_\_\_\_\_ date \_\_\_\_\_ Entry-HR \_\_\_\_\_ date \_\_\_\_\_ Review-HR \_\_\_\_\_ date \_\_\_\_\_

Sexual harassment is a form of sex discrimination that is both reprehensible and unlawful. Sexual harassment is contrary to the most fundamental ethical canons of the academic community. Sexual harassment violates the special bond of intellectual dependence and trust between students and faculty. It exploits unfairly the power inherent in the relationship between supervisor and subordinate or teacher and student, and it can occur between persons of the same university status. Whenever and wherever sexual harassment occurs, it undermines the entire collegial process of recruitment, appointment and advancement at the institution.

### **Sexual Harassment Policy Statement**

#### **Policy:**

It is the policy of Cleveland State University that no member of the university community shall engage in sexual harassment. The university community will not tolerate sexual harassment because it creates an unacceptable or injurious working or educational environment. Members of the university community who believe that they have been sexually harassed should seek resolution of the problem through the university's informal and formal grievance procedures.

#### **Definition of Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly term or a condition of instruction, employment or participation in any university activity;
- Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making decisions affecting instruction, employment, or other university activity;
- Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creates an intimidating, hostile or offensive university environment.

For all questions related to this policy, call the ***Affirmative Action Office*** at (216) 687-9318 or (216) 687 - 2223.

For information on filing complaints see, *Discrimination Complaints and Grievance Procedures*