

Volunteer Policy



Approved by the Library Board: April 10, 2024

Approved by Village Board: March 18, 2024

- I. **Purpose.** The Village of Oregon recognizes and supports the use of volunteers to assist in providing public services and programs. Written policies, procedures, and guidelines will assure volunteers are suitably prepared and trained, written assignments and duties are developed, supervision is appropriate to assigned duties, and volunteers are informed about safety and liability to the Village.
- II. **Scope.** To maximize the effectiveness of volunteers and limit risk exposure to both volunteers and the Village, this policy will apply to the entire Village organization.
- III. **Definition.** The Village of Oregon defines a volunteer as “an individual recognized and authorized by the Village of Oregon or one of its authorized officials, agents or employees to perform services on behalf of the Village of Oregon without receipt of salary or compensation other than for expense reimbursement.”
- IV. **Authority.**
 - (1) Village departments.
 - (a) Department directors or their designee(s) shall have the authority to create volunteer programs within their department, and shall be responsible for directing, supervising, managing, and operating such programs. Department directors shall keep the Village Administrator apprised of volunteer programs within their departments.
 - (b) Departments should identify volunteer positions and maintain descriptions of duties as appropriate to the needs and activities of each volunteer program. Each department using volunteers shall abide by the requirements set forth in this policy as it applies and is appropriate to the needs and activities of each volunteer program. Departments may have more stringent policies and procedures in place for the use of volunteers within their department.
 - (2) Village governmental bodies.
 - (a) The Village Board, and any authorized Village board, committee, or commission, may also authorize the use of volunteers and establish volunteer programs provided they abide by the requirements set forth in this policy as it applies and is appropriate to the needs and activities of each volunteer program.
 - (b) The Village Clerk or their designee(s) shall provide assistance to an authorized body to assure compliance with applicable laws and policies, however the Clerk shall not be responsible for creating, directing, supervising, managing, or operating such programs, unless otherwise directed by the Village Board.

V. Volunteer policies. Unless otherwise specified, the relevant authority identified under section IV shall be responsible for compliance with policies in this section.

- (1) Compensation.**
 - (a)** Volunteers shall not receive any salary nor other compensation for services performed on behalf of the Village of Oregon. Volunteers may receive expense reimbursement if prior authorization under section V (4) is granted.
 - (b)** Volunteers may receive items of value not exceeding a total of \$500 per year, such as clothing or food and beverages.
- (2) Supervision.** An authorized Village employee shall always supervise or be responsible for volunteer assignments, performance, and activities.
- (3) Safety.** Volunteers shall not be permitted to operate any Village vehicles, machinery, power tools, and work at heights or in confined spaces.
- (4) Financial transactions.** Volunteers shall not engage in any Village-related financial transactions or purchases unless prior authorization is granted by the Village's Finance Director in conformance with the Village's Financial Policies.
- (5) Employees.** Village employees are prohibited from volunteering to perform the same type of services that they perform as part of their employment.
- (6) Recruitment.** Recruiting procedures appropriate to the needs and activities of each volunteer program should be established. Interested individuals may be required to complete an application. Any established procedures shall be consistently followed.
- (7) Screening and selection.** A screening and selection process for volunteers should be established appropriate to the needs and activities of each volunteer program. Potential volunteers may be interviewed, references verified when appropriate, and may be subject to a background check. Any established procedures shall be consistently followed.
- (8) Background check.** Volunteers who have contact with vulnerable individuals, such as those who may be susceptible to physical or mental harm or influence, shall be required to undergo a background investigation, which includes a criminal history and sex offender registry check. As appropriate to the needs and activities of each volunteer program an authority may conduct additional investigation including contacting references, driving history check, wants / warrants check and Oregon Police Department contacts and other applicable law enforcement databases. The Human Resources Coordinator may assist with background checks as requested.
- (9) Waiver and release of liability.** To participate in any volunteer activities, all volunteers must complete and sign the Village of Oregon's Volunteer Waiver and Release of Liability Form (Exhibit A). If the volunteer is under the age of 18, the volunteer's parent or legal guardian must complete and sign this form.

- (10)** Orientation. Procedures appropriate to the needs and activities of each volunteer program shall be established to ensure volunteers have a complete understanding of the conditions of volunteering, including the following:
- (a)** Policies and procedures. Any policies and procedures regulating volunteer duties as well as any other pertinent rules, policies, and procedures of the department and organization shall be discussed with volunteers. Emphasis should be given to working safely and risk exposure. The “Volunteer Safety Information” handout (Exhibit B) or a similar document which includes a minimum of the information identified under Exhibit B, shall be furnished, and reviewed with volunteers.
 - (b)** Training. Volunteer training is necessary to ensure they have the skills and confidence to fulfill their responsibilities. Volunteers shall receive an overview of their volunteer assignment as appropriate to the needs and activities of each volunteer program, including but not limited to a comprehensive list of duties and expectations, hours of service, specific safety policies and procedures, supervision, confidentiality, call-in procedure, and proper personal protective equipment for the job (if applicable). Written documentation of necessary training given to volunteers shall be made and kept on file by the department. Where practical, it is recommended that volunteers working in the public eye be provided with some form of identification (ID badge or article of clothing) to recognize them as a Village of Oregon volunteer.
- (11)** Insurance and risk management.
- (a)** General. Questions regarding the insurance coverage of volunteers and activities performed by volunteers, including personal injury, damage to property, automobile accidents, and other liabilities shall be referred to the Village Clerk.
 - (b)** Liability. If injury or property damage is caused by an authorized volunteer the volunteer’s homeowner’s or renter’s liability insurance coverage is primary. Volunteers should be encouraged to consider umbrella insurance coverage.
 - (c)** Injury to an authorized volunteer. By state law, unless otherwise specified, volunteers are not covered by and cannot collect benefits from the Village’s worker’s compensation policy. A volunteer’s private, group, or government health insurance coverage is primary.
 - (d)** Personal property. If a volunteer’s personal property is damaged while the volunteer is serving in an authorized volunteer status, the Village shall not be responsible for any costs or expenses related to such damage.
 - (e)** Vehicles. Volunteers who use non-Village owned vehicles for Village business must 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-Village owned vehicles for Village business shall be

required to purchase (at their own expense) and maintain auto insurance at a level that meets the standards set under Exhibit C.

- (12) Incident and accident reporting. Volunteers shall be instructed to report all incidents or accidents they are involved in while fulfilling their volunteer responsibilities to their authorized supervisor as soon as possible. Supervisors shall, when practical, have the volunteer complete a report of injury or accident form provided by the Human Resources Coordinator within 24 hours of occurrence. A verbal notification to the Human Resources Coordinator, Village Clerk, or Village Administrator must 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 causal factors and corrective actions to prevent such incidents or accidents from occurring in the future.
- (13) Recordkeeping. Files for volunteers shall be maintained, which may include copies of related records, such as applications, letters, forms, licenses, waivers, and certificates. Active rosters of individuals whose volunteer services are engaged and authorized to provide services on behalf of the Village shall be maintained. Records shall be retained in accordance with applicable State laws, Village ordinances, and Village policies. The Village Clerk may provide guidance on records retention as requested.
- (14) Federal and state laws. Any applicable federal and state laws as it pertains to volunteers shall be followed. Questions regarding applicability may be directed to the Human Resources Coordinator, Village Clerk, or Village Administrator.

VI. Dispute and interpretation. If a dispute arises or an interpretation of this policy is needed the Village Administrator shall have the final authority to address the dispute or interpretation, unless otherwise directed by the Village Board. The Village Administrator may consult with the Village Attorney, Village insurance provider, and / or escalate the issue to the Village Board.

WAIVER AND RELEASE OF LIABILITY FORM FOR VOLUNTEERS



PLEASE READ CAREFULLY

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 VOLUNTEER FOR THE VILLAGE OF OREGON.

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

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 Village sponsored activity or activities, Volunteer (or parent / guardian on behalf of Volunteer who is under 18 years of age) agrees to hold harmless, indemnify and defend the Village of Oregon 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 Village sponsored activity or activities including, but not limited to, any acts or omissions of the Volunteer, the Village, or any other volunteer participating in such activities. However, the Village and Volunteer understand that the Village is not released from liability for harm incurred by Volunteer which results from the Village's intentional or reckless conduct.
2. The Volunteer understands that volunteer activities 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 Village from any and all liability for injury, illness, death or property damage resulting from such activities, except as provided in Section 1.
3. The Volunteer further understands that the Village does not assume any responsibility for or obligation to provide financial assistance or other assistance to Volunteer including, but not limited to, medical, health, worker's compensation, or disability insurance in the event of injury or illness. To that end, Volunteer represents that Volunteer has consulted with a medical doctor regarding 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 all need for payment of medical costs that may arise as a result of participation in any voluntary activities.
4. The Village may, but is not obligated to, take any action it considers necessary under the circumstances to protect the Volunteer's health and safety. The Volunteer does hereby release and forever discharge the Village from any claims whatsoever which arise or may hereafter arise on account of any first aid or other medical intervention, treatment, or service rendered in connection with Volunteer's activities with the Village.

WAIVER AND RELEASE OF LIABILITY FORM FOR VOLUNTEERS



EARLY TERMINATION OF SERVICES OR ACTIVITY

The Village 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 Village, Volunteer will act in accordance with all applicable Village policies while engaged in the activity.

PHOTOGRAPHIC RELEASE

The Volunteer does hereby grant and convey unto the Village all right, title and interest in any and all images and video or audio recordings made by the Village during Volunteer's activities with the Village 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 Village. 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]

WAIVER AND RELEASE OF LIABILITY FORM FOR VOLUNTEERS



Volunteer Name: _____

Volunteer Address: _____

Affiliated Organization (if any): _____

Emergency Contact Name: _____ Emergency Contact Phone Number: _____

Volunteer activities to be performed: _____

Volunteer date(s) (approximate): _____

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE (IF NOT 18 OR OLDER SEE BELOW) 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 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.

Signature of Parent or Guardian of Minor Volunteer

Date

Printed Name of Parent or Guardian

VOLUNTEER SAFETY INFORMATION



General Safety Policy:

The Village of Oregon is committed to providing a safe working environment for its volunteers. All Village employees 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 Village standards that apply to their activities, including following all applicable Village 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 your supervisor.

Drug & Alcohol Policy:

It is the Village's policy to maintain a workplace free from drugs and alcohol for its volunteers. All volunteers are expected to report 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, notify your supervisor of any prescribed medications that could affect your judgment or motor skills.

Workplace Violence Policy:

It is the policy of the Village 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 to your supervisor, not bring weapons into the workplace, 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.

Blood Borne Pathogens:

The Village of Oregon has a comprehensive blood borne pathogen policy. If you have specific questions regarding the Village's blood borne pathogen program, contact your supervisor.

Harassment & Discrimination:

It is the policy of the Village of Oregon that all volunteers have the right to work in an environment free of all forms of harassment. The Village will not tolerate, condone, or allow harassment by employees or other non-employees who conduct business with the Village. Volunteers are expected to refrain from or participate in, or encouragement of, actions that could be perceived as harassment, 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, encourage any employee or other volunteer who confides with you that they are being harassed or discriminated against to report these acts to a supervisor, and to cooperate fully in any investigation, whether or not you are directly involved in an incident.

DRIVER'S LICENSE & INSURANCE VERIFICATION FORM



First Name: _____ Middle Initial: _____ Last Name: _____

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

Driver's License Number: _____ State: _____

Driver's License Expiration Date (mm/dd/year): _____ / _____ / _____

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

It is your responsibility to notify the Village of Oregon immediately when your driver's license is restricted, suspended, or revoked.

AUTO INSURANCE

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

All volunteers who drive non-Village-owned vehicles to fulfill their volunteer responsibilities for the Village of Oregon shall acquire and maintain auto insurance, at their own expense, at a level that meets one of the following minimum standards:

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

OR

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

Failure by the volunteer to maintain required auto liability insurance limits will affect volunteer status.

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

Signature

Date