

## Volunteer Initiative Program Policy at ORAL ROBERTS UNIVERSITY

**Date:** March 15, 2014

### **PURPOSE:**

To establish uniform procedures for screening and engaging volunteers, and to balance the following considerations: the desirability of utilizing volunteers' services; the need to protect volunteers' interests; and the need to minimize legal risk to volunteers and the University.

### **POLICY:**

The University does not intend for volunteers to perform or displace work that is presently being performed by University employees. Volunteer arrangements may not be used to circumvent the established processes that govern standard University-authorized hires.

University volunteers do not have an employment relationship with the University on any grounds or for any reason and are not covered by the Fair Labor Standards Act or Oklahoma wage laws, and are not eligible for any University benefit, including Workers' Compensation. At all times, the University has the discretion to select volunteers.

Note: This policy does not cover individuals who provide volunteer services for entities that are indirectly related to the business of the University (e.g., government or public agencies or the alumni association). The policy also does not cover or govern volunteers who agree to serve as human subjects in University research protocols.

### **DEFINITION:**

University volunteers are uncompensated individuals who perform services directly related to the business of the University, support the activities of the University, or gain experience in specific endeavors. By definition, volunteers perform services without promise, expectation or receipt of any compensation, future employment or any other tangible benefit.

### **GUIDELINES:**

#### **A. Volunteer Guidelines**

1. ORAL ROBERTS UNIVERSITY Volunteer Initiative Program (VIP) is responsible for properly screening, engaging, and terminating a volunteer. VIP is responsible also for ensuring an individual has appropriate experience, qualifications, and training for the tasks to be performed.
2. To qualify as a University volunteer, an individual must be willing to provide services according to this policy, and complete and sign an ORAL ROBERTS UNIVERSITY Volunteer Agreement and other associated forms, as appropriate.

3. Any current or retired employee, student, alumnus or other individual may volunteer at the University, with the following restrictions:
  - a. an individual who is under the age of 14 may not serve as a University volunteer;
  - b. an employee may not become a University volunteer in any capacity in which he/she is employed by the University, or which is essentially similar to the individual's regular work at the University, or under circumstances that suggest the decision to volunteer is not made freely;
  - c. all volunteers must establish proof of identity and citizenship or permanent residency;
  - d. if the individual is not a citizen or permanent resident of the United States, he/she must provide documentation of his/her visa status. An individual holding a temporary visa may not serve as a volunteer in a position where others receive compensation or perform the same services. An individual with a pending H-1B visa application to work at the University cannot serve as a volunteer. Volunteer status may not be used as a way to avoid or defer compliance with the employment eligibility requirements of federal immigration laws; and
  - e. an individual who is at least 14 years old (but under the age of 18) may only become a University volunteer for services which do not require a Volunteer Agreement (see below: Services Not Requiring a Volunteer Agreement) and must have parental consent and written approval from Human Resources (HR) and the Office of Legal Counsel.
4. A University volunteer is considered an agent of the University while performing assigned duties and is expected to abide by University policies and internal/external regulations which govern his/her actions, including employee conduct (**sexual assault, unlawful discrimination and harassment, compliance, and workplace violence**), **substance abuse, treatment of confidential information, use of University technologies, and financial responsibility**.
5. Ambassadors have the responsibility to protect each student's right to privacy. Therefore, information such as name, address and telephone number, is strictly confidential, and may not be shared with any person or agency other than authorized Oral Roberts University personnel. In response to inquiries made by people other than Oral Roberts University staff and Ambassadors, Ambassadors shall neither confirm nor deny that a person is a student at the university, nor provide any other information about the student.
6. Ambassadors shall not remove written material of a personal nature or copies of such material, from the university; nor shall they take photographs, tape recordings or any action that may infringe on the student's right to privacy and dignity. Ambassadors shall not have access to student records with the exception of specially approved Ambassadors.
7. Ambassadors shall not write books or articles based on experiences at the university. Ambassadors must receive prior approval from both the Coordinator

of Ambassadors and supervisory staff before starting a journal or writing a paper based on their experience.

8. Ambassadors have the responsibility to treat all students, staff, and faculty with respect, with an awareness of their dignity as persons and to observe their civil rights at all times.
9. Ambassadors have the responsibility to seek out staff to talk about any situation that they encounter wherein they have questions concerning what is physically or emotionally safe for the students, or for themselves, or which raises legal issues. Ambassadors shall not handle discipline problems, nor shall they assist in any restraining procedures.
10. Ambassadors shall avoid physical contact with students unless a student wants to shake hands or contact is required as part of an approved activity.
11. Ambassadors may participate with students only as assigned by team leaders or Conference & Event Services staff. They shall not see students outside of the university, or after discharge, without prior approval from staff. Ambassadors shall not give their telephone numbers or addresses to students without permission from staff.
12. Ambassadors shall not drive students in their cars, nor shall they leave the grounds with a student.
13. Ambassadors may accompany staff and students on outings. As a general rule Ambassadors pay for their own expenses.
14. Ambassadors have the responsibility to use discretion in disclosing information about themselves to students. They shall not discuss their personal problems or their experiences with drugs, sex, therapy and illness.
15. Ambassadors have the responsibility to support the students' treatment program by encouraging students to discuss their concerns with staff. Ambassadors shall not agree to a student's request to keep a secret. Experiences during a volunteer period should be discussed with staff afterwards to enhance volunteer-student interactions.
16. Ambassadors have the responsibility to support the staff and the policies and procedures of Oral Roberts University.
17. Ambassadors have the responsibility to refer student or family member's complaints to Conference & Event Services staff, to help ensure student satisfaction.
18. Ambassadors are expected to come regularly and promptly for the times they have agreed to work. On arrival, the ambassador should check in with staff to receive pertinent information and instructions.
19. Ambassadors have the responsibility to be groomed and dressed appropriately; bearing in mind they are role models.

20. Ambassadors shall not accept gifts from students unless the gift has no appreciable monetary value and staff approves.
21. Ambassadors are not assigned keys.
22. Ambassadors have the responsibility to know the Oral Roberts University Security number (495-918-7750) for their own safety as well as the safety of the students.
23. Ambassadors have the responsibility to learn the university Fire Rules. If Ambassadors see/smell smoke or fire, they must immediately take the appropriate steps for responding.
24. Ambassadors have the responsibility to learn and abide by the policies and procedures regarding hazardous materials. Ambassadors have the responsibility to know the infection control policies/procedures for VIP.

## **B. Services Not Requiring a Volunteer Agreement**

1. The University generally considers the following activities low-risk, and thus do not require a completed volunteer agreement:
2. visiting committee;
3. reunion chairs;
4. commencement volunteer;
5. gallery/program guide;
6. museum docent (provided there is no travel requirement);
7. phone-a-thon volunteer;
8. public speaker; and
9. public member of any Institutional Review Board and Institutional Animal Care and Use Committees.

## **C. Services Requiring a Volunteer Agreement**

1. A volunteer is generally required to complete a Volunteer Agreement to perform the following activities:
2. laboratory activities;
3. library activities;
4. professional services, such as those performed by accountants, architects, doctors, engineers, etc.;
5. travel of any kind;
6. activities in any environment which requires orientation or training;
7. activities associated with confidential information (e.g., social security numbers, credit card numbers, bank account numbers, medical records);
8. activities with patients and/or subjects of experiments; and
9. activities with minors.

## **D. Prohibited Activities for Volunteers**

A University volunteer is prohibited from performing the following activities:

1. operating heavy equipment;

2. working with hazardous materials or select agents;
3. working with stored energy (e.g., physical energy stored in air, gas, steam, water pressure, or in springs, elevated machines, rotating flywheels, fans, hydraulic systems, etc.);
4. any activity considered inappropriate for an employee;
5. entering into any contract on behalf of the University;
6. working with bio-hazardous or infectious materials unless the volunteer has first received appropriate training to perform such activities; and/or
7. working with animals or in laboratories where animals are present.
8. The University provides indemnification (compensation paid to an individual for expenses, settlements and judgments incurred, made and entered against him/her) to a University volunteer in the same manner as provided to an employee – for acts or omissions arising within the scope of the volunteer's good-faith performance of specifically authorized duties or assignments on behalf of the University.
9. Payment for volunteer services is not permitted under any circumstance. However, the appropriate unit has the authority to decide whether to reimburse a University volunteer for actual and reasonable expenses. Any reimbursement must be made following standard University reimbursement guidelines. Reimbursement must not be used as a substitute for compensation and cannot be linked to productivity.
10. The University or a University volunteer may end his/her volunteer service at any time and without advance notice