



**City of San Juan Capistrano
Human Resources Department
32400 Paseo Adelanto
San Juan Capistrano, CA 92675**



Volunteer Program & Policy Manual

**Administrative Policy No. 229
July 15, 2010**



Volunteer Program & Policy Manual

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VOLUNTEER PROGRAM & POLICY MANUAL

I. INTRODUCTION & PURPOSE

The volunteer program and policy is designed to coordinate and manage all volunteer efforts, which support services provided to the community. The program addresses community service needs, while placing special emphasis on the City's priorities. With this in mind, it is important to effectively match individuals and community groups interested in providing volunteer services to City departments that have appropriate opportunities.

The purpose of this manual is to provide guidance and direction to staff and volunteers alike. Sound policies, procedures, and processes are necessary to support volunteering, along with protecting the safety and welfare of participants, citizens, and staff. Accordingly, the purpose of the City of San Juan Capistrano Volunteer Program is:

- a. To establish an administrative policy and procedure program for promoting volunteerism and connecting volunteers with a variety of service opportunities within the City of San Juan Capistrano;
- b. To recognize and promote the substantial and ongoing contribution made by volunteers that enhances the quality of life of our citizens;
- c. To develop a reliable and varied skilled network of human resources to support the delivery of services to the community;
- d. To provide opportunities for all segments of the community to participate in local government, and to connect volunteers with a variety of service opportunities within the City of San Juan Capistrano;
- e. To bring together volunteer resources and augment municipal services including, but not limited to, the following areas: recreation and leisure services, park and trail maintenance, public safety, information and service referrals, administrative and technical functions in designated City departments, and maintenance of City facilities and other public grounds;
- f. To effectively engage volunteers to meet the City's mission, vision, and values; and
- g. To establish the City's commitment to volunteerism with this program manual, and to set expectations for a productive partnership between the volunteers and the City.



II. SCOPE

- a. The Volunteer Program Policy applies to all City departments.
- b. The Volunteer Program Policy is effective immediately upon approval by the City Manager.
- c. Existing department policies and procedures involving volunteers may supplement, but are not a substitute for, this Volunteer Program Policy; i.e. in case of potential conflicts, this manual will take precedence.

III. DEFINITIONS

- A. Community Service Participants** – Persons who are seeking to participate in City supervised activities for the purpose of satisfying community service hour requirements imposed by a court or school.
- B. Minors** – A person under 18 years of age.
- C. Volunteers** – Persons volunteering time and services without any present or future expectation of remuneration other than meals, transportation, lodging, or reimbursement for incidental expenses. (See California Labor Code Section 3363.5). This is not an employment relationship, and the volunteer is under no obligation to provide time, duties, or resources, other than what he or she freely chooses to provide. City volunteers must be officially accepted and enrolled by the City of San Juan Capistrano prior to performing any volunteer task.

City volunteers include, but are not limited, to:

1. Volunteers who serve on committees or participate in groups that are a part of ongoing City-sponsored services and programs at City venues.
2. Volunteers who serve under the auspices of a City department.

Exceptions:

1. Members of City Council appointed Commissions such as the Planning Commission, Utilities Commission, etc.
2. Members of not-for-profit and/or community-based and faith-based organizations delivering services within the community under the auspices of their organizations.
3. Community Service Participants.



D. Youth Program Volunteers – Any person who is likely to have access to minors, which includes mentors, coaches, recreation leaders, instructors, teachers, teacher aides, helpers, or persons engaged in any capacity, which would allow them to have control or supervision over minors.

IV. CITY DEPARTMENT REQUEST FOR VOLUNTEERS

The City department requesting volunteer assistance shall complete a Volunteer Request Form and submit it to the Human Resources Department for processing and approval. A volunteer will not be assigned to a department or assigned any work duties until authorization has been received by the Human Resources Department.

V. RECRUITMENT, QUALIFICATIONS, AND MANAGEMENT OF VOLUNTEERS

The Human Resources Department is responsible for the coordination of staff and volunteers so that their combined efforts jointly enrich and expand opportunities for the delivery of quality services to the community. The Human Resources Department is responsible for planning the effective and safe use of volunteers, assisting staff in identifying productive and creative roles, recruiting suitable volunteers, and tracking and evaluating their contribution to the City.

A. What Volunteers Can Expect from the City

Volunteers are individuals who contribute time, energy, and service to the City of San Juan Capistrano, which the City acknowledges and supports as valuable resources.

Volunteers can expect the City to:

1. Provide a clear understanding of the job assignment.
2. Provide orientation, training, and supervision for the task(s) assigned.
3. Provide an appropriate workspace, including consideration for disabilities.
4. Provide necessary information about the workplace, City mission, and program goals needed to carry out assignments.
5. Treat volunteers with courtesy and respect.
6. Respect the value of a volunteer's time by providing work that best matches the volunteer's interests, talents, and skills.



7. Reimburse volunteers for out-of-pocket expenses per the expense reimbursement section of this policy.
8. Be receptive to suggestions and comments from any volunteer.
9. Respond promptly to any complaints that are brought to the attention of the supervisor or the Human Resources Department.
10. Be treated as a valued member of the City's team.

B. Determining the Risk

1. Before a volunteer position is created by the City, each volunteer position must be evaluated to determine its inherent level of risk. The determined level of risk will then dictate the appropriate mitigation steps required.
2. The supervisor(s) of any volunteer and the Human Resources Department share the responsibility for minimizing any potential risks to the volunteer, the public, and the City.

C. Risk Management

1. Risk management is intended to mitigate or limit safety risks involved in volunteer work and related tasks.
2. Before a volunteer begins his/her service, the supervisor is responsible for informing the volunteer of safe work practices as required for all employees.
3. Any injury to the volunteer or losses to any third party, which involve a volunteer, must be reported and processed in accordance with existing City policies.

D. Minors

1. Persons under the age of 18 must complete a Youth Volunteer Application and have a parent or legal guardian complete a Parental/Guardian Release for Minor Volunteers form. In order for a minor to be considered for a volunteer position, written consent from a parent or legal guardian must be received.
2. The minimum age of a City volunteer is 15.
3. A minor volunteer may provide service without the presence of a parent or legal guardian, but should be accompanied by a parent-authorized program or school representative during service.
4. A minor may work during non-school hours only, unless a written release of consent from the school, parent, or home school is obtained.



5. A minor is not allowed to operate power tools, machinery, or City vehicles.
6. Volunteers under the age of 18 will not be permitted to ride along with City employees in City vehicles without written permission from a parent or legal guardian, as well as having prior permission from the City's department director. If proper permission has been received, at least two City employees must be in the vehicle at the same time during the ride along.

E. Recruitment Process

1. The volunteer recruitment process is intended to be open, to allow equal access to volunteer opportunities, and to reflect the diversity of the City.
2. Volunteers must meet the qualifications established for the position and must be able to perform the specified duties.

F. Application Process

1. An application form is a screening tool that each potential volunteer must complete. Some departments may have an application form specific to the unique requirements of a volunteer position; however, for persons 18 years of age and older, a volunteer must complete the City's Adult Volunteer Application form per this policy. All applications shall be kept on file in the Human Resources Department.
2. All volunteers under the age of 18 must complete the City's Youth Volunteer Application and must have a parent or legal guardian complete and sign the Parental/Guardian Release for Minor Volunteers before participation in the City volunteer program.
3. For events where volunteering is designated as a short-term assignment per the City Manager or designee, the supervisor of the event is responsible for having each volunteer sign the Waiver & Release for Short-Term Assignments. The supervisor is required to fill out the event information and sign the form prior to submitting to the Human Resources Department. Completed forms shall be submitted the next business day following an event.

G. Worker's Compensation Form and the Volunteer Protection Act of 1997

1. The City of San Juan Capistrano has adopted a resolution providing workers' compensation to volunteers as specified by the City Manager. As part of this program, volunteers on a long-term assignment, or as determined by the City Manager, must sign the Acknowledgement of Workers' Compensation form prior to starting a volunteer assignment. The signed form shall be kept on file with the Human Resources Department.
2. Volunteer assignments designated as short-term by the City Manager or his designee shall complete the Waiver & Release for Short-Term Assignments. For ease of use, this



form can be completed in the presence of a staff member or supervisor at an event, and it does not require the screening process. The City event manager is responsible for having the forms completed and returned to the Human Resources Department the next business day following an event.

3. City volunteers are protected under Public Law 105-19, the Volunteer Protection Act of 1997, as signed into law by President Clinton on June 18, 1997. The purpose of this law is to promote the interests of social service program beneficiaries and taxpayers and to sustain the availability of programs, nonprofit organizations, and governmental entities that depend on volunteer contributions by reforming the laws to provide certain protections from liability abuses related to volunteers serving nonprofit organization and governmental entities.

H. Interviews

1. All persons applying for volunteer positions will be interviewed.
2. The interview will offer the prospective volunteer the opportunity to learn about the volunteer position(s) available and will help City staff determine the qualifications, ability, and suitability of the individual to perform work on behalf of the City. For some positions, depending on the level of risk, more than one interview may be required.
3. In considering staff for any volunteer position, note that the Federal Labor Standards Act (FLSA) prohibits employees from volunteering to do the same activities that they are normally paid to perform. Staff may, free of coercion, volunteer to carry out activities not significantly related to his or her paid position, and may do so only outside of paid hours.

I. Background Screening, Fingerprints & Reference Checks

1. All volunteers will go through a formal screening process and must be accepted by the City's Human Resources Department as a volunteer prior to beginning an assignment. The amount of screening will depend upon the type of volunteer opportunity chosen.
2. The City may require fingerprinting and background checks depending on the volunteer position.
3. A minimum of two references will be contacted, and a motor vehicle driving record check and/or a criminal record background check may occur.

J. TB Testing (If required)

1. As determined by the Human Resources Department, some volunteer positions may be required to be tested for communicable tuberculosis (at the City's expense) or produce a certificate showing that within the last two years the volunteer has been examined and



has been found free of communicable tuberculosis in accordance with California Public Resources Code 5163; thereafter, volunteers shall be tested every four years.

2. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above.

K. Orientation

1. Upon completion of the screening process, a volunteer will receive an orientation to the position assigned before commencing a work assignment. An orientation may be provided by staff or another volunteer.
2. It is the supervisor's responsibility to ensure the orientation has been conducted.

L. Volunteer Duties

1. A description of a volunteer's assignment will be developed prior to placement so that a volunteer is provided a clear, complete and current description of assigned duties and responsibilities. In addition, a listing of volunteer assignment qualifications, a designated work space, and a reporting supervisor will also be provided.
2. A volunteer may not perform professional services for which certification is required, unless the volunteer already holds the appropriate and valid certificate or license and has received approval from the Human Resources Department.
3. A volunteer may be assigned to a supervisory position for a program or event depending upon the assignment.

M. Supervision of the Volunteer

1. Supervision, including regular contact or one-on-one interaction on a continual basis, is essential for guiding volunteers and ensuring the success of a volunteer's performance.
2. Each volunteer will have an on-site contact and is expected to follow the procedures and instruction by their staff or volunteer supervisor. The supervisor will be responsible for day-to-day management and guidance. The supervisor will provide periodic feedback and encouragement.
3. The supervisor is the first in the chain of command for any questions about assignments, scheduling, injury and accident reporting, and conflict resolution.
4. The supervisor is required to submit a Volunteer Time Sheet to the Human Resources Department on a monthly basis.



N. Evaluation of the Volunteer

1. Evaluating a volunteer's performance is the responsibility of the immediate supervisor.
2. Evaluations should be scheduled and conducted by the supervisor in a constructive manner. In addition to aiding the volunteer to succeed, the evaluation should also assess the program objectives in relation to a volunteer's performance, to identify opportunities for improving program participation and the volunteer experience.
3. Periodic oral evaluations for all volunteers will be conducted to help determine if the volunteer is satisfied with the job duties that have been assigned, and to manage job performance through the appropriate level of supervision and instruction.
4. Volunteers should be encouraged and given the opportunity to make comments and suggestions on assignment improvements, as well as the ability to conduct a self-assessment of performance.
5. The supervisor has the ability to perform periodic evaluations utilizing the Volunteer Evaluation Form, which serves as a tool to document performance and to ensure consistency in the performance assessment process. Copies of this form are to be kept on file in the Human Resources Department.
6. All written evaluations should be signed, dated, and kept on file for reference in the Human Resources Department.

O. Problem Solving

If a problem should arise concerning any condition during a volunteering assignment with the City, the matter should be brought to the supervisor's attention for reconciliation. All volunteers are encouraged to attempt to settle problems or issues requiring attention within the department to which the volunteer is assigned. However, if a workable agreement or a satisfactory solution to the problem has not been reached from discussions within the department assigned, then the next step should be to notify the Human Resources Department.

VI. VOLUNTEER RULES AND REGULATIONS

A. What the City Expects from Volunteers

Volunteers who make a commitment to the City are accountable to City supervisor(s), co-workers, and the people they serve.

The City of San Juan Capistrano expects volunteers to:

1. Read and follow the City's Volunteer Program and Policy Manual.



2. Learn assigned responsibilities and duties, and perform them to the best of one's ability.
3. Report to duty on time and as scheduled.
4. Keep confidential or sensitive information confidential.
5. Accept the authority and communicate with assigned supervisor.
6. Work cooperatively with fellow volunteers, City employees, and others;
7. Practice safety at all times.
8. Immediately report all on-the-job accidents or injuries and unsafe procedures or conditions to the supervisor.
9. Provide adequate notice before terminating the volunteer relationship.
10. Return all City property in a timely fashion.
11. Share ideas and suggestions with City staff as part of the planning and/or program evaluation process.

B. Accidents in City Vehicles

1. In the event of an accident involving a City vehicle or a volunteer's own vehicle, the volunteer is required to immediately contact the local police. The volunteer is also responsible for immediately notifying the assigned supervisor, who will help assist in the completion of an accident investigation form along with any other required documents.
2. Any volunteer, during the course of volunteering, involved in a serious motor vehicle accident may be required to take a urine, blood or breath test to determine whether or not that volunteer's ability to drive was impaired by alcohol or a controlled substance as defined by State statutes.

C. Alcohol

Volunteers may not consume or possess alcoholic beverages while conducting any City business. Volunteers who violate this policy are subject to immediate dismissal.

D. Attendance and Punctuality

1. Unexcused absences may lead to dismissal. The supervisor should be notified about any absence in a timely manner.



2. Volunteers are expected to always be on time in reporting to their assignment. Being late is discourteous to others. If unforeseen circumstances arise, it is the volunteer's responsibility to notify supervisor about being late or to provide advance notice to be excused.
3. For those times when a volunteer is ill and unable to work, a volunteer is responsible for notifying the supervisor or department management as early in the day as possible. Failure to appear to an assigned shift without notification may result in dismissal from the volunteer program.

E. Communications Equipment

1. Telephone
 - i. Volunteers may use City telephones for authorized business but are prohibited from using City phones for personal use.
2. Radios
 - i. Two-way radios may be provided by the City for event management, training, and emergency functions. Such equipment is for authorized City uses only and is to be returned to the City promptly, or as otherwise directed.
 - ii. Lost, stolen, or damaged equipment is to be reported to the supervisor immediately.

F. Confidentiality

Private, sensitive, or confidential information discussed or handled within the course of a volunteer assignment must be kept strictly confidential. Volunteers are required to uphold this policy. Private, sensitive, or confidential information is not to be shared. Any questions about what information is appropriate to release or discuss should be communicated between the volunteer and the supervisor.

G. Customer Relations

A volunteer is a City ambassador, and should conduct City business with staff and the public in a customer-friendly manner.

H. Dress Policy

1. Volunteers are expected to dress and groom in accordance with accepted business standards as defined in the City's Dress Code Policy, particularly if the assignment involves dealing with the public. Volunteer attire must be clean and non-offensive, and may not interfere with personal safety in the work environment.
2. Uniforms, as designated by the City, may be required of certain programs.



I. Driving Record and Insurance

1. Volunteers whose service requires operation of a motor vehicle must maintain a valid driver's license and proof of insurance. Any change in either must be reported to the supervisor immediately.
2. Automobile insurance follows the automobile. If driving one's own vehicle, even while on City business, the volunteer's insurance will be applicable on a primary basis per the California Vehicle Code, CVC 17152.
3. Liability insurance is provided to a City volunteer under the City's general liability policy, so long as the volunteer is acting within the scope and course of assigned duties.

J. Drug Free Workplace

Any volunteer, who uses, brings, possesses, or is suspected of being under the influence of any form of narcotic, drug, or hallucinogen, except prescribed drugs and under the direction of a physician, is subject to immediate dismissal. In addition, any volunteer who transfers, sells, or attempts to sell same on City property or while on City business, at any time, is subject to immediate dismissal.

K. Expense Reimbursement

1. Pre-approved out-of-pocket expenses may be reimbursed by submitting a Volunteer Expense Claim Form to the supervisor for approval. The reimbursement request must be accompanied by any and all receipts or invoices for purchases. Reimbursement requests are subject to petty cash limits, which may require the supervisor to process a check request according to the City's purchasing procedures.
2. Mileage may be reimbursed if pre-approved by the supervisor. A volunteer will be required to complete the City's mileage reimbursement form and obtain required approvals prior to payment being issued. A volunteer may, however, claim a mileage tax deduction instead of taking the reimbursement. Please be sure and check with a tax advisor or the Internal Revenue Service for specific deductions allowed.
3. Volunteers may also be eligible for a number of other tax benefits as a volunteer under the general charitable contribution deduction of the Internal Revenue Code. Deductions are explained in Internal Revenue Service Publication Number 526, Income Tax Deduction for Contributions. A copy of this document is available in the Human Resources Department. Please be sure and check with your tax advisor or the Internal Revenue Service for specific deductions allowed.

L. Harassment

In accordance with City policies, all City workers and volunteers have a right to work in an environment free from all forms of discrimination and conduct which can be considered



harassing, coercive, or disruptive. Consistent with the City's respect for the rights and dignity of each employee and volunteer, harassment based on race, color, religion, sex, national origin, age, disability, sexual orientation or any characteristic protected by law, will not be sanctioned or tolerated.

M. Personal Use of City Property

In accordance with City policies, the personal use of City property by volunteers is not allowed and may result in dismissal. Personal use includes, but is not limited to, borrowing power tools, hand tools, equipment, supplies, City vehicles, trailers, generators, and unauthorized duplication of City keys.

N. Placement and Schedules

Work schedules of volunteers are diverse and varied depending on the department, program and/or location of volunteers. Volunteers should work with their supervisor to set a schedule that is mutually acceptable.

O. Record-Keeping and Reporting

1. Accurate records of time and attendance must be kept for all volunteers, and ensures coverage under the City's liability and workers' compensation programs.
2. Time records are used to determine how service levels have increased and which services have been enhanced by volunteers.
3. Timesheets are to be filled out each time a volunteer works, at the end of the month, or whenever stipulated by the supervisor. Each volunteer is asked to follow this practice. Volunteers may also want to maintain this record to document their experience and commitment.

P. Reporting Emergencies

In case of a medical emergency, accident, or injury, a volunteer is required to report it immediately to the assigned supervisor. The supervisor is responsible for completing any related forms and reports required by the Human Resources Department. Though the volunteer is not an employee of the City, a volunteer is covered under the City's worker's compensation program while acting within the scope and course of assigned duties.

Q. Safety

Safety is everyone's responsibility. Volunteers are to be trained to be alert at all times to safety precautions and hazards. Unsafe conditions should be reported to a supervisor immediately.



R. Security

1. Volunteers are to become familiar with the security provisions of their assigned work areas. As necessary, volunteers will be provided with security permissions related to their work areas in order to facilitate ease of entry and access.
2. Volunteers are responsible for the security of their personal belongings and vehicles while working for the City.

S. Smoking

Smoking is prohibited in all City facilities, including all City vehicles. Volunteers and employees who wish to smoke may do so outside a City facility in designated smoking areas and not within 20 feet of any building.

T. Software, Internet, Email Policy

1. The City requires computer-using volunteers to read, sign, and adhere to the City's Computer Use Policy.
2. Volunteers acknowledge that all computers, software, and computer information or data is City property. There is no expectation of personal privacy in the use of the City's computer resources.
3. Volunteers are prohibited from unauthorized copying of software from City computers, or downloading or installing software of any kind. Volunteers are expected to adhere to all City policies involving computers and electronic devices, which includes prohibiting the use of unauthorized copies of software on City computers.
4. Volunteers must adhere to the City's policy governing appropriate use of the Internet per the City's Computer Use Policy.
5. Volunteers acknowledge that use of City email is a public record and that there should be no expectation of privacy in such use.

U. Theft/Property Loss

Theft of any kind will not be tolerated and is grounds for dismissal. Removal of City property for personal use is considered to be unauthorized use or the taking of City property. The crime of theft is subject to prosecution.

V. Use of Tools, Equipment, and Animals

1. In general, subject to approval by City staff, volunteers may use office equipment, recreational equipment and supplies, non-powered hand tools provided by staff, and with



proper training and permission, some power equipment in the completion of the designated project or service.

2. No volunteer under the age of 18 is permitted to use power equipment requiring additional training.
3. From time to time, and depending on the assignment, it may be beneficial to have a volunteer use privately-owned tools, equipment, or animals (i.e. horses), collectively referred to as equipment, for an approved assignment. Volunteers assume full responsibility and costs for the use of their equipment. The City requires that all volunteers sign a Use of Tools & Equipment Waiver Form ensuring the City is not liable for any use, damage, replacement, or maintenance of privately-owned tools, equipment, or animals. Permission for the use of privately-owned tools and equipment on City assignments must be approved by the assigned supervisor.

W. Dismissal

Volunteers who do not adhere to the rules, policies and regulations of the City, or fail to perform their assignments satisfactorily, are subject to dismissal. A volunteer may be dismissed at any time and without cause. The City reserves the right to request that a volunteer leave immediately if circumstances warrant such action.

X. Ending Volunteer Service

Giving notice at least two weeks before the anticipated separation date is a courtesy that allows the City sufficient time to make arrangements with other volunteers for coverage.

VII. RESPONSIBILITY FOR VOLUNTEER PROGRAM REVIEW

Reviewing the Volunteer Program Manual and associated administrative policies is the responsibility of the Human Resources Department. The program is to be evaluated annually, or as often as is required.

VIII. CODE OF ETHICS

We encourage you to read and practice the following code of ethics for volunteers:

As a volunteer, I realize that I am subject to a code of ethics similar to that which binds the professionals in the fields in which I work. Like them, I assume certain responsibilities and expect to account for what I do in terms of what I am expected to do.

- I will keep confidential matters confidential.



- I understand 'volunteer' to mean that I have agreed to work without compensation, but having been accepted as a worker; I expect to do my work according to standards.
- I promise to work with an attitude of open-mindedness; to be willing to be trained for the assignment; to bring to the assignment interest and attention.
- I understand that I am expected to live up to my work commitment, and I will give ample notice if I cannot fulfill it.
- I believe that my attitude toward volunteer work should be professional.
- I believe that I have an obligation to my work, to those who direct it, to my colleagues, to those for whom it is done, and to the public.

IX. VOLUNTEER RIGHTS

Each volunteer in the City is viewed as an important part of the organization's ability to get the job done. As a volunteer, you are afforded rights as an individual and a volunteer. Below are some of the rights volunteers may expect during their tenure with the City. In addition, please refer to the Volunteer Protection Act of 1997 in the Appendix.

- Volunteers are to be treated with respect and courtesy.
- Volunteers are to receive proper training for the job to be done.
- Volunteers are to be informed about any reimbursement policy, e.g. for the use of private cars, etc.
- Volunteers are not to be discriminated against because of race, ethnicity, religion, gender, age, handicap, marital status, family, or sexual orientation.
- Volunteers will receive information on issues regarding legal protection, liability, and other concerns.
- Volunteers will be recognized for their efforts in providing program services.
- Volunteers will know as much about the organization as possible.
- Volunteers will be evaluated and recognized for their services.



X. VOLUNTEER SERVICE STATEMENT

The City gratefully accepts _____ into its volunteer program. The City will make every effort to ensure that as a volunteer, your experience is productive, fun, and rewarding.

In performing the services specified in my volunteer job description, I acknowledge:

- I have attended the City's volunteer orientation program and have been given a copy of the Volunteer Program Manual, which includes a volunteer manual, my job description, policies and procedures, and safety information;
- I have acquainted myself with what is required to perform my tasks, and attest that I have the skills and abilities to perform them; I am aware of no reason, medical or otherwise, which would prevent me from performing the required tasks;
- I will adhere to the safety training provided by my supervisor and assume full responsibility for my own safety; and
- I will perform my volunteer service in compliance with the standards and specifications established.

Volunteer's Name _____
(Please Print)

Volunteer's Signature: _____

Date: _____



CHECKLIST FOR VOLUNTEER PROGRAM

(To be used by Human Resources)

Volunteer's Name	Adult or Minor	Anticipated Dates of Service

ITEM	DATE:	INITIAL:
VOLUNTEER APPLICATION COMPLETED		
PARENTAL RELEASE FORM COMPLETED (minors)		
WORK PERMIT COMPLETED (minors)		
ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OR WAIVER AND RELEASE OF SHORT-TERM ASSIGNMENT		
CERTIFICATIONS/LICENSES VERIFIED & COPIED		
USE OF TOOLS, EQUIPMENT & ANIMALS		
VOLUNTEER HAS PASSED BACKGROUND SCREENING		
MEDICAL/PHYSICAL ISSUES ADDRESSED AND REVIEWED (attach medical notes/records if needed)		
VOLUNTEER SERVICE STATEMENT SIGNED		
VOLUNTEER MANUAL PROVIDED TO VOLUNTEER		
VOLUNTEER RECEIVED ORIENTATION		
WORK SCHEDULE DISCUSSED		



ADULT VOLUNTEER APPLICATION

(For those ages 18+ who plan to volunteer for more than one day)

If you are interested in becoming an active volunteer, you must complete and submit an Adult Volunteer Application. Forms are available at City Hall, Human Resources Department, 32400 Paseo Adelanto, San Juan Capistrano, CA 92675 and on the City's website at www.sanjuancapistrano.org.

Once all paperwork is complete, please mail or hand-deliver to the Human Resources Department located at address above. If you have any questions, please contact us at 949/443-6322 or at hr@sanjuancapistrano.org.

LAST NAME:	FIRST NAME:	MI:	HOME NUMBER:	CELL NUMBER:
EMAIL ADDRESS:		WHAT IS THE BEST WAY TO CONTACT YOU?		
		<input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone <input type="checkbox"/> Email		
HOME ADDRESS (NUMBER & STREET)		APT#	CITY	STATE
				ZIP
WHAT VOLUNTEER OPPORTUNITIES INTEREST YOU (Please check all that apply):				
<input type="checkbox"/> Special Events		<input type="checkbox"/> Public Safety		<input type="checkbox"/> Other _____
<input type="checkbox"/> Office Work (i.e. filing, typing)		<input type="checkbox"/> Sports (general)		<input type="checkbox"/> Landscape/Maintenance
IS THERE ANY MEDICAL/PHYSICAL CONDITION WHICH WOULD LIMIT YOUR ABILITY TO PERFORM ESSENTIAL FUNCTIONS OF THE POSITION FOR WHICH YOU ARE APPLYING?				
<input type="checkbox"/> No <input type="checkbox"/> Yes		If yes, please explain below:		
HAVE YOU EVER BEEN CONVICTED OF ANY FELONY OR MISDEMEANOR (OTHER THAN JUVENILE CONVICTIONS) UNDER YOUR PRESENT OR PAST NAME? PLEASE INCLUDE ANY CONVICTIONS THAT HAVE BEEN EXPUNGED OR SEALED BY THE COURT.				
<input type="checkbox"/> No <input type="checkbox"/> Yes		If yes, please explain below:		
Describe:		When:		
Where:		Outcome:		
EMERGENCY CONTACT #1:				
Name:		Relationship to you:		
Phone:		Alternate Phone:		
EMERGENCY CONTACT #2:				
Name:		Relationship to you:		
Phone:		Alternate Phone:		



OCCUPATION:		SPECIAL SKILLS, CERTIFICATIONS, LICENSES	
DO YOU HAVE A VALID CA DRIVER'S LICENSE		If yes, Driver's License Number	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
DAYS/HOURS AVAILABLE			
Sunday:	Monday:	Tuesday:	Wednesday:
Thursday:	Friday:	Saturday:	
ADDITIONAL COMMENTS:			

BY SIGNING BELOW

I certify that the answers given by me to the foregoing questions and statements are true and correct without consequential omissions of any kind whatsoever. I understand that any false statements in my application will subject me to disqualification.

I understand that before performing the duties of a volunteer with the City of San Juan Capistrano, all paperwork must be submitted and approval must be received by the Human Resources Department. I also understand that, depending on my volunteer position, I may be subject to a formal screening process, including but not limited to, background checks and fingerprinting, and cannot begin said volunteer position until cleared.

I understand that the City of San Juan Capistrano reserves the right to use photos taken during events/projects for promotional purposes, including publishing in newsletters, brochures, and the City's website.

Applicant's Signature: _____

Date: _____



YOUTH VOLUNTEER APPLICATION

(For those ages 15-17 who plan to volunteer for more than one day)

If you are between the ages of 15 – 17 and are interested in becoming an active volunteer, you must complete and submit the following forms: 1) Youth Volunteer Application; 2) Parental Release; and 3) Work Permit. Forms are available at City of San Juan Capistrano, Human Resources Department, 32400 Paseo Adelanto, San Juan Capistrano, CA 92675 and on the City’s website at www.sanjuancapistrano.org. Once all paperwork is complete, please mail or hand-deliver to the Human Resources Department located at address above. If you have any questions, please contact us at 949/443-6322 or via email at hr@sanjuancapistrano.org.

LAST NAME:	FIRST NAME:	MI:	HOME NUMBER:	CELL NUMBER:
EMAIL ADDRESS:		WHAT IS THE BEST WAY TO CONTACT YOU?		
		<input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone <input type="checkbox"/> Email		
HOME ADDRESS (NUMBER & STREET)		APT#	CITY	STATE
				ZIP
HOW DID YOU HEAR ABOUT US?		PLEASE CHOOSE YOUR AGE BELOW:		
		<input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17		
WHAT VOLUNTEER OPPORTUNITIES INTEREST YOU (Please check all that apply):				
<input type="checkbox"/> Event Planning <input type="checkbox"/> Public Safety <input type="checkbox"/> Other _____ <input type="checkbox"/> Office Work (i.e. filing, typing) <input type="checkbox"/> Sports (general) <input type="checkbox"/> Landscape/Maintenance				
IS THERE ANY MEDICAL/PHYSICAL CONDITION WHICH WOULD LIMIT YOUR ABILITY TO PERFORM ESSENTIAL FUNCTIONS OF THE POSITION FOR WHICH YOU ARE APPLYING?				
<input type="checkbox"/> No <input type="checkbox"/> Yes				
If yes, please explain:				
HAVE YOU EVER BEEN CONVICTED OF ANY FELONY OR MISDEMEANOR (OTHER THAN JUVENILE CONVICTIONS) UNDER YOUR PRESENT OR PAST NAME? PLEASE INCLUDE ANY CONVICTIONS THAT HAVE BEEN EXPUNGED OR SEALED BY THE COURT.				
<input type="checkbox"/> No <input type="checkbox"/> Yes				
If yes, please answer the following:				
Describe:		When:		
Where:		Outcome:		
EMERGENCY CONTACT #1:				
Name:		Relationship to you:		
Phone:		Alternate Phone:		
EMERGENCY CONTACT #2:				
Name:		Relationship to you:		
Phone:		Alternate Phone:		
SCHOOL:		GRADE:		
SPECIAL SKILLS, CERTIFICATIONS, LANGUAGES, ETC.				



DO YOU HAVE A VALID CA DRIVER'S LICENSE		If yes, Driver's License Number	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
DAYS/HOURS AVAILABLE			
Sunday:	Monday:	Tuesday:	Wednesday:
Thursday:	Friday:	Saturday:	
ADDITIONAL COMMENTS:			

BY SIGNING BELOW

I certify that the answers given by me to the foregoing questions and statements are true and correct without consequential omissions of any kind whatsoever. I understand that any false statements in my application will subject me to disqualification.

I understand that before performing the duties of a volunteer with the City of San Juan Capistrano, all paperwork must be submitted and approval must be received by the Human Resources Department.

I understand that the City of San Juan Capistrano reserves the right to use photos taken during events/projects for promotional purposes, including publishing in newsletters, brochures, and the City's website.

Applicant's Signature: Date:_____

Parent/Guardian's Printed Name Date:_____

Parent/Guardian's Signature Date:_____



PARENTAL/GUARDIAN RELEASE FOR MINOR VOLUNTEERS

(For those ages 15-17 who plan to volunteer for more than one day)

This form is intended for volunteers ages 15-17. Please have your parent or guardian complete this form and submit along with your Youth Volunteer Application. If you are 18 and over, you are not required to complete this form.

APPLICANT'S FULL NAME: _____

I hereby give permission for my child to serve as a volunteer for the City of San Juan Capistrano. In the event of an emergency during the duration of performing volunteer activities, I hereby give consent to a licensed physician to hospitalize, secure proper treatment, anesthesia and/or surgery for my child named above.

I understand I am responsible for his or her own medical insurance and will not hold the City of San Juan Capistrano liable for any injury or damage to my child while engaged in volunteer activities.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

PHONE NUMBER		ALTERNATE NUMBER		EMAIL ADDRESS	
RELATIONSHIP TO CHILD			WHAT IS THE BEST WAY TO CONTACT YOU?		
			Home Phone	Cell Phone	Email
MEDICAL INSURANCE NAME & NUMBER					
DOES YOUR CHILD HAVE ANY PHYSICAL LIMITATION THAT MAY AFFECT HIS/HER WORK?					
PLEASE LIST ANY ALLERGIES YOUR CHILD MAY HAVE:					
PLEASE LIST ANY MEDICATIONS YOUR CHILD TAKES:					
DATE OF LAST TETANUS SHOT:		PLEASE LIST ANY SPECIAL NEEDS YOUR CHILD HAS:			

Applicant's Signature: Date: _____

Parent/Guardian's Printed Name Date: _____

Parent/Guardian's Signature Date: _____



WAIVER & RELEASE FOR SHORT-TERM ASSIGNMENTS

This form is intended for volunteers participating in a short-term special event or assignment as designated by the City Manager or designee. If a minor, a parent or guardian must also sign this form.

APPLICANT'S FULL NAME: _____

EVENT: _____

I am volunteering to participate in the above mentioned event. I recognize that this activity may involve physical labor and may carry a risk of personal injury or property damage. I hereby agree to assume all risks which may be associated with or may result from participation of this event.

I hereby release, waive, discharge, covenant not to sue, save and hold harmless the City of San Juan Capistrano, its agencies, departments, officers, employees and agents (collectively "City"), and all sponsors and/or officials and staff of the City from and for any and all liability, claims, demands, actions, and causes of actions whatsoever for any loss claim, damage, injury, illness, property damage, attorney's fees or harm of any kind or nature arising out of any and all activities associated with the aforementioned activities, even though that injury or damage may arise out of negligence of the City or out of a dangerous or defective condition of property or equipment of the City.

I expressly agree that the foregoing releases and waiver of liabilities are intended to be as broad and inclusive as is permitted by the law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This covenant is further intended to be a waiver of the California Civil Code Section 1542 which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

I HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THE FOREGOING LANGUAGE AND I SPECIFICALLY INTEND IT TO COVER MY PARTICIPATION WHILE VOLUNTEERING FOR THE CITY DURING THE ABOVE MENTIONED EVENT.

Applicant's Signature: Date: _____

Parent/Guardian's Printed Name Date: _____

Parent/Guardian's Signature Date: _____

(Below is to be filled out by City staff)

Event Supervisor (Print & Sign) Date: _____



ACKNOWLEDGEMENT OF WORKERS' COMPENSATION
(To be filled out by volunteers on assignments classified as long-term)

I hereby acknowledge that as a volunteer for the City of San Juan Capistrano (City) in the capacity of _____, I am not an employee of the City, but that I am covered under the City's workers' compensation plan since the City has adopted a resolution extending workers' compensation coverage to certain volunteers in specified categories pursuant to Labor Code Section 3363.5.

As a volunteer who is covered under the City's workers' compensation plan, I expressly agree and acknowledge that workers' compensation is my exclusive remedy for any injury suffered while performing said volunteer duties, and that I cannot and will not seek to bring any other claim or actions of any type whatsoever against the City, its employees, officers, agencies, other volunteers, or officials.

Date: _____

Signature: _____

Print Name: _____

Parent or Guardian Signature (if minor):



USE OF TOOLS, EQUIPMENT, & ANIMALS

In general, subject to approval by City staff, volunteers may use office equipment, recreational equipment and supplies, non-powered hand tools provided by staff, and with proper training and permission, some power equipment in the completion of the designated project or service. No volunteer under the age of 18 is permitted to use power equipment.

Based on the scope and time period of a proposed project, the age and skill of the volunteers, and the level of liability assumed by a given group or organization, the City of San Juan Capistrano will determine the appropriate tools or equipment in conformance with established City policies and guidelines.

From time to time, and depending on the assignment, a volunteer may choose to use privately-owned tools, equipment, or animals (i.e. horses), collectively referred to as equipment, for an approved assignment.

By Signing Below:

I assume full responsibility for the use of my tools and equipment. If the City has provided tools or equipment, I acknowledge adhering to the City's policies and guidelines. If participating in an equine activity, I understand and am aware that as a participant, I am engaging in an activity which poses potentially serious risks of injuries or death. I further understand that my horse or I may be injured as a result of my negligence, the negligence of others, or through no fault of my own or anyone else. I also understand that horses, even the best trained, are often unpredictable and difficult to control. I expressly assume the risk of injury or death to my horse due to negligence by the City, its officers, members, agents, representatives, and employees ("Releasees"). I hereby release, waive, and discharge the Releasees from all liability relating to damage or injury to my personal property, including my horse, on account of participation in said activity, or any other related activities that may occur, whether caused by negligent acts or omissions of the Releasees or otherwise."

Applicant's Printed Name:

Applicant's Signature:

Parental Signature (if minor)

Date: _____

Date: _____



VOLUNTEER TIME SHEET

Month: _____

Name: _____ Supervisor: _____

Assignment: _____ Department: _____

Please submit this form to the Human Resources Department at the end of each month. Use multiple sheets, if necessary.

Dates Worked		Time In	Time Out	Time In	Time Out	Total
Mon						
Tues						
Wed						
Thurs						
Fri						
Sat						
Sun						
Total Hours for the Week						

Dates Worked		Time In	Time Out	Time In	Time Out	Total
Mon						
Tues						
Wed						
Thurs						
Fri						
Sat						
Sun						
Total Hours for the Week						

Volunteer Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



VOLUNTEER PERFORMANCE REVIEW

Name: _____ Date: _____

Assignment: _____

Length of Assignment (hours): _____ Assignment Date(s): _____

Check the level which best describes the volunteer’s performance on this assignment:

Area	Excellent	Good	Fair	Poor
Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to Perform Duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude Towards Assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude Towards Others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Suitability for the position	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Supervisor’s Signature: _____ Date: _____

Supervisor’s Name & Title: _____

Volunteer’s Signature: _____ Date: _____



VOLUNTEER JOB DESCRIPTION

Each job description will include the following sections and will be written in accordance with the needs described on the Volunteer Request Form:

TITLE:

PURPOSE OF THIS POSITION:

TASKS OR FUNCTIONS:

TIME COMMITMENT:

SKILL REQUIREMENT:

TRAINING & SKILL DEVELOPMENT:

SUPERVISION:

WORKING CONDITIONS:

SCREENING REQUIRED:



VOLUNTEER REQUEST FORM
(To be filled out by City Department staff)

Department: _____

Contact for Volunteer Position: _____ **Phone:** _____

Check one:

Long-Term Volunteer Short-Term Volunteer Group Volunteer Project

Brief Job Description:

Volunteer's Position Title: _____

Volunteer will be Supervised by: _____

Will the volunteer supervisor be readily available to the volunteer? Yes No

Start Date:_____ **Finish Date:** _____

Location of Volunteer Assignment: _____

Answer the following:

1. What will the volunteer assignment be? Please be as clear as possible and list the activities. NOTE: You may attach your own job description for Question 1; however, Questions 2 through 12 must be completed on this form. [Sample job descriptions are available on the City's website under the Human Resources Department].

2. What are the minimal qualifications/skills needed for this volunteer position?

3. What orientation and training will the volunteer receive?

4. Will the volunteer be supervising anyone else? Yes No
If yes, please explain: _____



5. Number of Volunteers Requested: _____

Minimum Hours: _____ Per (period): _____

Estimate Per Week/Month

Date Range	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total
_____ to _____								0
_____ to _____								0
_____ to _____								0
_____ to _____								0
_____ to _____								0
<i>Total Hours for the Month</i>								0

How many months/schedule details: _____

6. Is this position appropriate for individuals who have been assigned community service through the Department of Corrections for low-level offenders? Yes No

7. This Project is appropriate For:
 Individuals Groups Adults Youth Families

Minimum Age: _____

8. If the volunteer is there over mealtime, will a meal be provided at no charge?
 Yes No

9. Is this site accessible to people with disabilities? Yes No

Please list any difficult areas (e.g.: narrow hallways, stairs, no elevator, uneven walkways, long walks, non-accessible bathrooms, lifting, carrying, computer work, transportation, etc.): _____

10. What screening procedures are required for the volunteer applying for this position?

- Background Check
- Auto Insurance Verification
- Driver's License Verification
- DMV Report
- References



Other (Please Specify):

11. Additional Comments:

Prepared By

Date: _____

Department Head Approval

Date: _____

PUBLIC LAW 105-19—JUNE 18, 1997

VOLUNTEER PROTECTION ACT OF 1997

Public Law 105–19
105th Congress

An Act

June 18, 1997
[S. 543]

To provide certain protections to volunteers, nonprofit organizations, and governmental entities in lawsuits based on the activities of volunteers.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Volunteer
Protection Act of
1997.
42 USC 14501
note.

SECTION 1. SHORT TITLE.

This Act may be cited as the “Volunteer Protection Act of 1997”.

42 USC 14501.

SEC. 2. FINDINGS AND PURPOSE.

(a) FINDINGS.—The Congress finds and declares that—

(1) the willingness of volunteers to offer their services is deterred by the potential for liability actions against them;

(2) as a result, many nonprofit public and private organizations and governmental entities, including voluntary associations, social service agencies, educational institutions, and other civic programs, have been adversely affected by the withdrawal of volunteers from boards of directors and service in other capacities;

(3) the contribution of these programs to their communities is thereby diminished, resulting in fewer and higher cost programs than would be obtainable if volunteers were participating;

(4) because Federal funds are expended on useful and cost-effective social service programs, many of which are national in scope, depend heavily on volunteer participation, and represent some of the most successful public-private partnerships, protection of volunteerism through clarification and limitation of the personal liability risks assumed by the volunteer in connection with such participation is an appropriate subject for Federal legislation;

(5) services and goods provided by volunteers and nonprofit organizations would often otherwise be provided by private entities that operate in interstate commerce;

(6) due to high liability costs and unwarranted litigation costs, volunteers and nonprofit organizations face higher costs in purchasing insurance, through interstate insurance markets, to cover their activities; and

(7) clarifying and limiting the liability risk assumed by volunteers is an appropriate subject for Federal legislation because—

(A) of the national scope of the problems created by the legitimate fears of volunteers about frivolous, arbitrary, or capricious lawsuits;

(B) the citizens of the United States depend on, and the Federal Government expends funds on, and provides tax exemptions and other consideration to, numerous social programs that depend on the services of volunteers;

(C) it is in the interest of the Federal Government to encourage the continued operation of volunteer service organizations and contributions of volunteers because the Federal Government lacks the capacity to carry out all of the services provided by such organizations and volunteers; and

(D)(i) liability reform for volunteers, will promote the free flow of goods and services, lessen burdens on interstate commerce and uphold constitutionally protected due process rights; and

(ii) therefore, liability reform is an appropriate use of the powers contained in article 1, section 8, clause 3 of the United States Constitution, and the fourteenth amendment to the United States Constitution.

(b) **PURPOSE.**—The purpose of this Act is to promote the interests of social service program beneficiaries and taxpayers and to sustain the availability of programs, nonprofit organizations, and governmental entities that depend on volunteer contributions by reforming the laws to provide certain protections from liability abuses related to volunteers serving nonprofit organizations and governmental entities.

SEC. 3. PREEMPTION AND ELECTION OF STATE NONAPPLICABILITY. 42 USC 14502.

(a) **PREEMPTION.**—This Act preempts the laws of any State to the extent that such laws are inconsistent with this Act, except that this Act shall not preempt any State law that provides additional protection from liability relating to volunteers or to any category of volunteers in the performance of services for a nonprofit organization or governmental entity.

(b) **ELECTION OF STATE REGARDING NONAPPLICABILITY.**—This Act shall not apply to any civil action in a State court against a volunteer in which all parties are citizens of the State if such State enacts a statute in accordance with State requirements for enacting legislation—

- (1) citing the authority of this subsection;
- (2) declaring the election of such State that this Act shall not apply, as of a date certain, to such civil action in the State; and
- (3) containing no other provisions.

SEC. 4. LIMITATION ON LIABILITY FOR VOLUNTEERS. 42 USC 14503.

(a) **LIABILITY PROTECTION FOR VOLUNTEERS.**—Except as provided in subsections (b) and (d), no volunteer of a nonprofit organization or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the organization or entity if—

- (1) the volunteer was acting within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity at the time of the act or omission;
- (2) if appropriate or required, the volunteer was properly licensed, certified, or authorized by the appropriate authorities for the activities or practice in the State in which the harm occurred, where the activities were or practice was undertaken

within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity;

(3) the harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer; and

(4) the harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft, or other vehicle for which the State requires the operator or the owner of the vehicle, craft, or vessel to—

(A) possess an operator's license; or

(B) maintain insurance.

(b) CONCERNING RESPONSIBILITY OF VOLUNTEERS TO ORGANIZATIONS AND ENTITIES.—Nothing in this section shall be construed to affect any civil action brought by any nonprofit organization or any governmental entity against any volunteer of such organization or entity.

(c) NO EFFECT ON LIABILITY OF ORGANIZATION OR ENTITY.—Nothing in this section shall be construed to affect the liability of any nonprofit organization or governmental entity with respect to harm caused to any person.

(d) EXCEPTIONS TO VOLUNTEER LIABILITY PROTECTION.—If the laws of a State limit volunteer liability subject to one or more of the following conditions, such conditions shall not be construed as inconsistent with this section:

(1) A State law that requires a nonprofit organization or governmental entity to adhere to risk management procedures, including mandatory training of volunteers.

(2) A State law that makes the organization or entity liable for the acts or omissions of its volunteers to the same extent as an employer is liable for the acts or omissions of its employees.

(3) A State law that makes a limitation of liability inapplicable if the civil action was brought by an officer of a State or local government pursuant to State or local law.

(4) A State law that makes a limitation of liability applicable only if the nonprofit organization or governmental entity provides a financially secure source of recovery for individuals who suffer harm as a result of actions taken by a volunteer on behalf of the organization or entity. A financially secure source of recovery may be an insurance policy within specified limits, comparable coverage from a risk pooling mechanism, equivalent assets, or alternative arrangements that satisfy the State that the organization or entity will be able to pay for losses up to a specified amount. Separate standards for different types of liability exposure may be specified.

(e) LIMITATION ON PUNITIVE DAMAGES BASED ON THE ACTIONS OF VOLUNTEERS.—

(1) GENERAL RULE.—Punitive damages may not be awarded against a volunteer in an action brought for harm based on the action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity unless the claimant establishes by clear and convincing evidence that the harm was proximately caused by an action of such volunteer which constitutes willful or criminal misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed.

(2) CONSTRUCTION.—Paragraph (1) does not create a cause of action for punitive damages and does not preempt or supersede any Federal or State law to the extent that such law would further limit the award of punitive damages.

(f) EXCEPTIONS TO LIMITATIONS ON LIABILITY.—

(1) IN GENERAL.—The limitations on the liability of a volunteer under this Act shall not apply to any misconduct that—

(A) constitutes a crime of violence (as that term is defined in section 16 of title 18, United States Code) or act of international terrorism (as that term is defined in section 2331 of title 18) for which the defendant has been convicted in any court;

(B) constitutes a hate crime (as that term is used in the Hate Crime Statistics Act (28 U.S.C. 534 note));

(C) involves a sexual offense, as defined by applicable State law, for which the defendant has been convicted in any court;

(D) involves misconduct for which the defendant has been found to have violated a Federal or State civil rights law; or

(E) where the defendant was under the influence (as determined pursuant to applicable State law) of intoxicating alcohol or any drug at the time of the misconduct.

(2) RULE OF CONSTRUCTION.—Nothing in this subsection shall be construed to effect subsection (a)(3) or (e).

SEC. 5. LIABILITY FOR NONECONOMIC LOSS.

42 USC 14504.

(a) GENERAL RULE.—In any civil action against a volunteer, based on an action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity, the liability of the volunteer for noneconomic loss shall be determined in accordance with subsection (b).

(b) AMOUNT OF LIABILITY.—

(1) IN GENERAL.—Each defendant who is a volunteer, shall be liable only for the amount of noneconomic loss allocated to that defendant in direct proportion to the percentage of responsibility of that defendant (determined in accordance with paragraph (2)) for the harm to the claimant with respect to which that defendant is liable. The court shall render a separate judgment against each defendant in an amount determined pursuant to the preceding sentence.

(2) PERCENTAGE OF RESPONSIBILITY.—For purposes of determining the amount of noneconomic loss allocated to a defendant who is a volunteer under this section, the trier of fact shall determine the percentage of responsibility of that defendant for the claimant's harm.

SEC. 6. DEFINITIONS.

42 USC 14505.

For purposes of this Act:

(1) ECONOMIC LOSS.—The term "economic loss" means any pecuniary loss resulting from harm (including the loss of earnings or other benefits related to employment, medical expense loss, replacement services loss, loss due to death, burial costs, and loss of business or employment opportunities) to the extent recovery for such loss is allowed under applicable State law.

(2) HARM.—The term "harm" includes physical, nonphysical, economic, and noneconomic losses.

(3) **NONECONOMIC LOSSES.**—The term “noneconomic losses” means losses for physical and emotional pain, suffering, inconvenience, physical impairment, mental anguish, disfigurement, loss of enjoyment of life, loss of society and companionship, loss of consortium (other than loss of domestic service), hedonic damages, injury to reputation and all other nonpecuniary losses of any kind or nature.

(4) **NONPROFIT ORGANIZATION.**—The term “nonprofit organization” means—

(A) any organization which is described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note); or

(B) any not-for-profit organization which is organized and conducted for public benefit and operated primarily for charitable, civic, educational, religious, welfare, or health purposes and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note).

(5) **STATE.**—The term “State” means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, any other territory or possession of the United States, or any political subdivision of any such State, territory, or possession.

(6) **VOLUNTEER.**—The term “volunteer” means an individual performing services for a nonprofit organization or a governmental entity who does not receive—

(A) compensation (other than reasonable reimbursement or allowance for expenses actually incurred); or

(B) any other thing of value in lieu of compensation, in excess of \$500 per year, and such term includes a volunteer serving as a director, officer, trustee, or direct service volunteer.

SEC. 7. EFFECTIVE DATE.

(a) **IN GENERAL.**—This Act shall take effect 90 days after the date of enactment of this Act.

(b) **APPLICATION.**—This Act applies to any claim for harm caused by an act or omission of a volunteer where that claim is filed on or after the effective date of this Act but only if the harm that is the subject of the claim or the conduct that caused such harm occurred after such effective date.

Approved June 18, 1997.

LEGISLATIVE HISTORY—S. 543 (H.R. 911):

HOUSE REPORTS: No. 105-101, Pt. 1 (Comm. on the Judiciary) accompanying H.R. 911.

CONGRESSIONAL RECORD, Vol. 143 (1997):

May 1, considered and passed Senate.

May 21, considered and passed House, amended, in lieu of H.R. 911. Senate concurred in House amendment.

