

Chapter 1

City of San Marino



Dear Prospective Volunteer:

We are grateful for your interest in volunteering. You and the many other volunteers at work on our various City programs and projects have the power to improve the quality of life in our community.

Attached is an application for the City volunteer program and a general interest form. We ask that you complete these so that we can make every effort to offer assignments that meet your interest and needs. Additionally, you will have an opportunity to review the job description for any assignment and interview the supervisor before you commit your time and energy.

We also want to make you aware that we have established program policies and procedures that protect the volunteers, citizens and the City. Depending upon the type of assignment you undertake, the procedures may include fingerprinting and background checks, DMV record review and liability waivers, among others. We will make you aware of any such requirements at the time of your initial interview.

Again, thank you for your willingness to work toward improving our community. We look forward to welcoming you to the volunteer program.

Sincerely,

Coordinator of Volunteer Services

Chapter 2

City of San Marino



VOLUNTEER PROGRAM APPLICATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

Occupation: _____ Email: _____

Education: Grade Level: _____ H.S. Diploma/ College/ Degree

Special Skills, Talents, and Languages:

Emergency Contact: _____ Phone: _____

Do you have a Driver's License? _____ Transportation: _____

Have you ever been convicted of a violation or attempted violation of Section 243.4 of the Penal Code, a sex offense against a minor, or of any felony, which requires registration pursuant to Section 290 of the Penal Code? _____ Yes _____ No

How did you become interested in the volunteer program?

Assignments Preferred: _____

Previous Volunteer Experience: _____

Other Applicable Experience: _____

Certification or Licenses Held: _____

Hours Available:

Sunday _____ Monday _____ Tuesday _____

Wednesday _____ Thursday _____ Friday _____

Saturday _____

Do you have any limitations related to health or physical ability? If so, please explain:

Applicant Signature: _____ Date: _____

Completion of the Remainder of this Form is Optional

Volunteers are recruited and selected on their interests, skills, knowledge and abilities. A diverse corps of volunteers is both necessary and desirable. The program office uses the following demographic information to meet diversity goals.

Please Check One:

_____ Black (Not Hispanic) _____ White (Not Hispanic) _____ Hispanic

_____ American Indian or Alaskan Native _____ Asian or Pacific Islander

Please Check One:

_____ 18-25 _____ 26-35 _____ 36-45 _____ 46-55 _____ 56-65 _____ Over 65

Please return to: City of San Marino, 2200 Huntington Drive, San Marino, CA 91108

Chapter 3

City of San Marino



*VOLUNTEER PROGRAM MINOR (AGES 15-17) APPLICATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date of Birth (Month/Day/Year): _____

Names of Parents or Guardians: _____

Parents' or Guardians' Daytime Phone: _____

Emergency Contact: _____ Phone: _____

Have you ever been convicted of a violation or attempted violation of Section 243.4 of the Penal Code, a sex offence against a minor, or of any felony, which requires registration pursuant to Section 290 of the Penal Code? _____ Yes _____ No

School: _____ Grade: _____

Career Interests: _____

Special Skills, Talents, and Languages: _____

How did you become interested in the volunteer program?

Assignments Preferred: _____

Previous Volunteer Experience: _____

Other Applicable Experience: _____

Hours Available:

Sunday _____ Monday _____ Tuesday _____

Wednesday _____ Thursday _____ Friday _____

Saturday _____

Do you have any limitations related to health or physical ability? If so, please explain:

Applicant Signature: _____ Date: _____

Parent or Guardian Signature: _____ Date: _____

**Students may require work permit –check applicable district.*

Completion of the Remainder of this Form is Optional

Volunteers are recruited and selected on their interests, skills, knowledge and abilities. A diverse corps of volunteers is both necessary and desirable. The program office uses the following demographic information to meet diversity goals.

Please Check One:

_____ Black (Not Hispanic) _____ White (Not Hispanic) _____ Hispanic

_____ American Indian or Alaskan Native _____ Asian or Pacific Islander

Please return to: City of San Marino, 2200 Huntington Drive, San Marino, CA 91108

Chapter 4

City of San Marino



Workers' Compensation Coverage for Volunteers.

The City Council of the City of San Marino has adopted Resolution R96-19, August 14, 1996, extending Workers' Compensation coverage to volunteers with the City. A volunteer injured in the course and scope of their volunteer duties will be provided benefits outlined in the California Labor Code. A copy of the adopted resolution and certification of adoption is on file with the City Clerk's Office. Additionally, a copy of R96-16 and certification form has been provided to Admisure, the City's Workers' Compensation Third Party Administrator.

In the event a volunteer sustains injury on duty, they shall immediately report to their supervisor and follow any directions provided. Your supervisor is trained to respond to work place injuries – from calling 9-1-1 in emergencies, to referring an employee for medical evaluation at the City's designated medical facility

Medical Facility: currently, the City utilizes the service of St. George's medical clinic for all non-emergency medical examination and treatment. St. George's Medical Center is located at 1750 E Colorado Blvd, Pasadena, CA 91106. Phone number: (626) 440-0097

Workers Compensation Third Party Administrator is Admisure, they are located at 3380 Shelby Street, Ontario, CA 91765. Phone number: (909) 861-0816. In the event of an injury, you may reach a claims adjuster by calling: (909) 861-0816.

City of San Marino



VOLUNTEER PROGRAM ACKNOWLEDGEMENT OF WORKERS' COMPENSATION

I hereby acknowledge that as a volunteer for the 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 and officials.

Date: _____

Signature: _____

Print Name: _____

Parent of Guardian Signature (if minor): _____

Witness: _____

Chapter 6

City of San Marino



VOLUNTEER PROGRAM VOLUNTEER HANDBOOK

I. OVERVIEW

The volunteer program is designed to coordinate and manage all volunteer efforts, which support existing services provided to the community.

The purpose of this handbook is to provide guidance and direction to staff and volunteers alike. As you begin volunteering for the City, you may have questions. This handbook is intended to help you answer those questions and to give you the information necessary to help make your time spent volunteering a positive experience.

II. MISSION

The City's volunteer program is committed to encourage community participation and the comprehensive coordination of volunteers to enhance municipal services.

The volunteer program objectives are:

- A. To develop a reliable and varied skilled network of human resources to support the delivery of services to the community.
- B. To provide opportunities for all segments of the community to participate in local government.
- C. To bring together volunteer resources and augment municipal services including, but not limited to the following areas: recreation and leisure services, park maintenance, literacy improvement, gang and substance prevention, public safety, information and service referrals, and maintenance of City facilities and other public grounds.

III. OFFICE OF VOLUNTEER SERVICES

The Coordinator of Volunteer Services is located within the Human Resources Department, and is responsible for 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 Coordinator of Volunteer Services is responsible for planning the effective use of volunteers, assisting staff in identifying productive and

creative roles, recruiting suitable volunteers, and tracking and evaluating their contribution to the City.

IV. BECOMING A VOLUNTEER

We are pleased that you have expressed interest in becoming a volunteer with the City. Others like you have volunteered for many reasons, including learning new skills, meeting new people or making a difference in our community.

Each volunteer must complete an initial information form and liability waiver form. It is important for us to know of any medical conditions which may affect your volunteering. If you are a minor, your parents must also sign these forms. No one may volunteer unless a completed liability waiver form is on file Human Resources Department.

All volunteers go through a formal screening process and must be accepted by the City as a volunteer. The amount of screening will depend upon the type or department you choose as a volunteer opportunity. A minimum of two references will be contacted. Also, a motor vehicle driving record check and/or a criminal record background check may occur.

Upon completion of the screening process, you will receive an orientation from the Coordinator of Volunteer Services. You will also receive specific training from the staff member to whom you will report.

V. BEING A VOLUNTEER

A. City Policies

There are several City policies that apply to volunteers. Please refer to the Section VI for highlighted information regarding these issues and policies. Complete copies of these policies are available in the Human Resources Department.

B. Insurance

Liability insurance is provided to you as a volunteer for the City. As a volunteer, you are covered by the City's general liability policy so long as you are acting within the scope and course of your assigned duties.

Automobile insurance follows the automobile. If you are driving a City vehicle, City insurance will be in effect. However, if you are driving your own vehicle, even while on City business, your automobile insurance will be applicable on a primary basis per the California Vehicle Code, CVC 17152.

We conduct a motor vehicle driving record check for all volunteers who drive as part of their volunteer work, so we ask that you provide proof of insurance and a copy of your driver's license to the Human Resources Department if this applies to you. The City will also enroll you in the California Department of Motor Vehicles (DMV) pull notice program, whereby the California DMV will provide electronic notice to the City of any activity on your driving record or driving privileges.

C. Expenses

Volunteers may be reimbursed for expenses which have been pre-approved by your supervisor, for such things as City required training and use of a privately owned automobile. Mileage will also be reimbursed if pre-approved by your supervisor. You may, however, claim a mileage tax deduction instead of taking the reimbursement. Please consult with your accountant or the Internal Revenue Service for current mileage reimbursement rates or tax benefits. If you do choose to claim mileage, you will be required to complete the City's mileage reimbursement form and obtain approval from your supervisor before payment can be made to you.

You may also want to check with your tax advisor or the Internal Revenue Service for specific deductions allowed for your volunteer service.

D. Volunteer Hours

The City must keep track of the hours you volunteer to assure coverage under our self-insured liability and workers' compensation programs. Time records are used to determine how service levels have increased and which services have been enhanced by volunteers. 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 might also want to maintain this record to document their experience and commitment.

E. 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. If a volunteer cannot make it to their assignment on a scheduled day, the volunteer is required to notify their volunteer-job supervisor as soon as possible.

F. Volunteer Duties

A description of your assignment will be developed prior to your volunteer placement so that you are provided a clear, complete and current description of the duties and responsibilities of your assignment. In addition, a listing of volunteer assignment qualifications, a designated work space and supervisor will also be provided.

You may not perform professional services for which certification is required, unless you already hold the appropriate certificate or license, and have received approval from the Coordinator of Volunteer Services. Upon seeking approval, please make sure to provide copies of any certificates or license, including any special driving licenses, first aid or CPR certification.

G. Problem Solving

If a problem should arise concerning any condition of your volunteering with the City, you should attempt to reconcile the matter with your supervisor. All volunteers are encouraged to attempt to settle problems or issues requiring attention within the department to which the volunteer is assigned. However, if you feel that a workable agreement or a satisfactory solution to your problem has not been reached from discussion within the department, then notify the Coordinator of Volunteer Services.

H. Other Responsibilities

- Keep your work commitment.
- Inform your supervisor if you have a planned absence.
- Accept training and participate in other job development activities.
- Adhere to all confidential requirements in the course of carrying out duties and responsibilities.
- Never use any contacts or information you obtain for personal gain.
- Treat all persons with respect.
- Be aware of procedures and rules, including safety rules.
- Report all on-the-job accidents and injuries to your supervisor immediately.
- Report any unsafe practices, situations, or procedures to your supervisor immediately.
- Cooperate and assist in the investigation of any work accident.
- Follow personal hygiene and grooming habits, as well as manner of dress, that allow you to safely complete volunteer duties.
- Obtain and wear/use any specialized safety clothing or equipment.

- Wear seat belts when in any vehicle while on City business.
- Be cooperative by accepting instructions, guidance, and suggestions from staff.

If you have questions about any of this information, you should speak with your supervisor of the Coordinator of Volunteer Services.

I. Recognition

Because we feel that volunteers are invaluable resources, various awards and activities are planned each year, and are part of our efforts to recognize volunteers for helping make our community a better place to live. Please inquire with the Human Resources Department to find out more information.

VI. CITY POLICIES

A. Risk Management

Risk management explores safety risks involved in work and volunteer tasks. The Coordinator of Volunteer Services and the Risk Manager work together to minimize any potential risks to the volunteer or City. This means that before volunteers begin their service, the supervisor is responsible for informing the volunteer of safe work practices as required for all employees. Any injury to the volunteer or losses to any third party which involved a volunteer must be reported and processed in accordance with existing City policies on matters of this nature.

B. Accidents in City Vehicles

In the event of an accident involving a City vehicle or your own vehicle while you are in the Course and Scope of your City approved volunteer duties, you must immediately contact the local police. You are also responsible for immediately notifying your supervisor, who will help you complete an accident investigation form along with any other required documents.

Any volunteer, during the course and scope of your City approved volunteer duties, 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. For purposes of this policy, a serious accident is defined as one that injures someone, or where property damage exceeds \$750.

C. Smoking

Smoking is prohibited in all City facilities, including all City vehicles. Volunteers and employees who wish to smoke may do so outside the building, and in specified areas only.

D. Alcohol

Volunteers shall not consume or possess alcoholic beverages while conducting any City business or on any City premises. Volunteers who violate this policy are subject to immediate release and separation from volunteer services with the City.

E. Drugs

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 and possible arrest. 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 release and separation from volunteer services with the City, and possible arrest or other criminal actions.

F. Software Privacy

The City complies with all copyright laws for software programs installed and used on City-owned computers. Volunteers are expected to adhere to the City's policy, which includes prohibiting the use of unauthorized copies of software on City computers; prohibiting the installation of software on City computers that was not purchased through appropriate City policies; and understanding that all computers, software and computer information is City property. Therefore, all who use City computers cannot assume any right to privacy in such use.

G. Volunteers Serving Minors and Elderly Populations

The City will exercise appropriate care in the placement of volunteers into positions serving populations that include minors, the elderly, or individuals with disabilities. Depending on the nature of the assignment, volunteers may be required to be fingerprinted and submit to a background check. You will be informed if fingerprinting is required for your position. Volunteers who do not agree to the required screening will be refused such an assignment.

H. Harassment

All City workers 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. Volunteers will be required to participate in City provided training programs

I. Separation

Volunteers who do not adhere to the rules, policies and regulations of the City, or fail to perform their assignment satisfactorily, are subject to release and separation from their volunteer services with the City.. A volunteer may be released and separated from volunteer services with the City at any time. The City reserves the right to request that a volunteer leave immediately if circumstances warrant such action.

J. Attendance Policy

Volunteers are expected to always be prompt and on time in reporting for their assignment. Being late may inconvenience those who are counting on your presence. If unforeseen circumstances make you late, please notify your supervisor in advance. For those times when you are ill and unable to work, call your supervisor or department as early in the day as possible. Failure to appear for your shift without notifying your staff supervisor may result in your dismissal from the volunteer program.

K. Use of Minor Volunteers

Because of various liability concerns, the City does not encourage the use of volunteers who are under 15 years of age.

VII. 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 assumed 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 interpret 'volunteer' to mean that I have agreed to work without compensation, but having been accepted as a volunteer-worker, I expect to do my work according to City 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 realize that I may have personal and educational qualities that my co-workers may not have and that I should use these to enrich the projects which we are working on together.
- I realize, also, that I may lack personal or educational qualities that my co-workers have, but I will not let this make me feel inadequate, but will contribute to the team with the assets that I have.
- I understand that I am expected to live up to my work commitment, and I will give ample notice if I cannot fulfill that commitment.
- 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.

VIII. 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 accorded rights as individuals and volunteers. Below are some of the rights volunteers may expect during their tenure with the City. In addition, please refer to Attachment A, the Volunteer Protection Act of 1997.

- 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 be treated as co-workers.
- Volunteers will know as much about the organization as possible.
- Volunteers will be evaluated and receive recognition.



City of San Marino

VOLUNTEER PROGRAM VOLUNTEER AGREEMENT

The City gratefully accepts _____ into its volunteer program. The Human Resources Department will do its very best to make the volunteer's experience productive, fun and rewarding. To that end, this agreement addresses the commitments made by the City and the volunteer.

The Assigned Department commits to the following:

- To provide training and support for the volunteer so that he or she may be confident in the assignment.
- To provide diligent guidance, supervision and feedback on performance.
- To respect the skills individual needs and dignity of the volunteer.
- To be receptive to comments and suggestions from the volunteer.
- To treat the volunteer as an equal co-worker with paid staff, jointly responsible for the completion of the City's mission.

The volunteer commits to the following:

- To perform assigned duties to the best of his or her ability, and to inform the City if changes in his or her situation or health would interfere with the safe and timely performance of these duties.
- To adhere to City rules, policies and procedures, including recordkeeping and confidentiality of City and client information.
- To meet time and duty commitments, or to provide adequate notice so that alternative arrangements can be made.

Agree to:

Volunteer: _____ Date: _____

Coordinator: _____ Date: _____

City of San Marino



VOLUNTEER PROGRAM VOLUNTEER SERVICE STATEMENT

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

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

Volunteer's Signature: _____ Date: _____

City of San Marino



VOLUNTEER PROGRAM VOLUNTEER BILL OF RIGHTS

On behalf of the citizens of the City, the Mayor and City Council affirm that members of the corps of volunteers have the right to:

- Meaningful work which meets their interests and needs;*
- Respect for the individual's skill and dignity;*
- Recognition of their contributions;*
- Confidentiality in all personal matters and records;*
- Accurate records of volunteer service;*
- Equal partnership with paid staff team members;*
- A published job description for each assignment;*
- Orientation to the volunteer program and specific job training;*
- Guidance and support of a program supervisor;*
- Frequent communication and performance feedback;*
- Ability to change assignments;*
- A place for discussing issues and suggestions;*
- An open door with the Coordinator of Volunteer Services.*



VOLUNTEER PROGRAM SERVICE REVIEW

Name: _____ Date: _____

Assignment: _____

How many hours has the volunteer worked in this assignment? _____

Does this volunteer meet all scheduling commitments? _____

Does this volunteer regularly participate in your staff meetings? _____

What are some common goals you and this volunteer have worked on together?

Have you asked your volunteer for suggestions about how best to utilize their experience and expertise? _____

If so, how have you incorporated some of your volunteer's suggestions?

Comments:

Prepared by: _____ Date: _____

Volunteer's Signature: _____ Date: _____

City of San Marino



VOLUNTEER PROGRAM EXPENSE CLAIM FORM

Volunteer: _____ Supervisor: _____

Assignment: _____ Department: _____

Date of Expense	Description of Expense	Amount

Volunteer Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Charge Account: _____ Date Paid: _____

Attach Receipts for all Listed Expenses

Chapter 12

City of San Marino



VOLUNTEER PROGRAM TIME SHEET

Name: _____ Supervisor: _____

Assignment: _____ Department: _____

Month: _____

Enter the total number of volunteer hours worked for each day. Total all hours worked in each week and enter it in the "Total" column.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total
Week 1								
Week 2								
Week 3								
Week 4								
Week 5								

Volunteer Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Chapter 13

City of San Marino



VOLUNTEER PROGRAM VOLUNTEER REQUEST FORM

Department: _____

Contact for Volunteer Position: _____

Phone: _____ Email: _____

Person Completing this Form: _____

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

State Date: _____ Finish Date: _____

Location of Volunteer Assignment: _____

1. What will the volunteer be doing? 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 through the Human Resources Department]

11. 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.):

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

_____ Background Check: Criminal _____; Financial _____;

_____ Live Scan

_____ Auto Insurance Verification

_____ Driver's License Verification

_____ DMV Report

_____ References

_____ Other (Please Specify):

Chapter 14

City of San Marino

**VOLUNTEER PROGRAM
RISK MANAGEMENT CHECKLIST**

Volunteer Name: _____

Anticipated Dates of Volunteer Service: _____

- Volunteer Application Completed [Date: _____]
- Volunteer Agreement Signed [Date: _____]
- Volunteer Acknowledgement of Worker's Compensation Signed [Date: _____]
- Volunteer Waiver and Release Signed [Date: _____]
- Volunteer Service Statement Signed [Date: _____]
- Volunteer Manual Provided to Volunteer [Date: _____]
- License Verification Obtained [Date: _____]
- Certification Verification Obtained (copy attached) [Date: _____]
- Health/Physical Issues Addressed and Reviewed (medical notes/records attached, if necessary) [Date: _____]



ATTACHMENT A VOLUNTEER PROTECTION ACT OF 1997

This is the text of Public Law 105-19; the Volunteer Protection Act of 1997 as signed into law by President Clinton on June 18, 1997:

One Hundred Fifth Congress of the United States of America

At The First Session

Begun and held at the City of Washington on Tuesday, the seventh day of January, one thousand nine hundred and ninety-seven.

An Act

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.

Section 1. Short Title

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

Section 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.

Section 3. Preemption And Election of State Non-applicability

- (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 Non-applicability. 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.

Section 4. Limitation on Liability for Volunteers

- (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 course 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).

Section 5. Liability for Non-economic Loss

(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 non-economic 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 non-economic 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 judgement against each defendant in an amount determined pursuant to the preceding sentence.
- (2) Percentage of Responsibility. For purposes of determining the amount of non-economic 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.

Section 6. Definitions

For purposed 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 non-economic losses.
- (3) Non-economic Losses. The term 'non-economic 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 non-pecuniary losses of any kind of 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) o 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, and 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.

Section 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 a harm occurred after such effective date.