

InterMountain Education Service District

Code: **IICC-AR**
Revised/Reviewed: 11/19/14

Volunteers

The ESD supports the utilization of community volunteers to augment and supplement programs. Volunteers may be selected subject to the following process.

Recruitment

Finding a volunteer who is suitable to the required task is essential. A positive and proactive recruiting program may involve, but not be limited to:

1. Retired staff;
2. Parents;
3. Site council members;
4. Booster club;
5. Parent-Teacher Association;
6. Advisory committees;
7. Local businesses, corporations, civic clubs and churches.

Qualifications

Volunteers will demonstrate the following personal attributes:

1. A sense of responsibility;
2. Enthusiasm;
3. Good listening skills;
4. Skills commensurate with a specific ESD need;
5. Ability to follow directions;
6. An understanding of confidentiality requirements.

Screening Training

The amount and type of training the volunteer receives will depend upon their past experience, the particular needs of the volunteer and the amount of skill required to do the job. At a minimum training should include:

1. Orientation on the specific skills needed to do the job;
2. Short-term activities, training that will be ongoing and will be provided as needed;
3. Long-term activities, training for activities that occur on a daily basis;
4. Confidentiality requirements;
5. Board policies, administrative regulations, school rules and routines;
6. The role of the volunteer;
7. Volunteers will be informed of the ESD's supervisory structure for the volunteer program.

Screening

The process of determining the suitability of a volunteer may include the following:

1. A criminal records check;
2. Completion of an interview designed to match skills with ESD needs;
3. Submission of two letters of reference.

Nonexempt Employee Volunteers

Nonexempt ESD employees may not volunteer to perform services on behalf of the ESD unless they are considered "bona fide volunteers." An employee is a bona fide volunteer if:

1. The employee's services are offered freely and without pressure or coercion, direct or implied, from the ESD; and
2. The employee does not engage in the same or similar type of volunteer services as they perform in their regular job.

As provided by law, nonexempt employees will not be permitted to volunteer to perform their regular work duties or the same type of duties off the clock and without compensation. The requirements of the Fair Labor Standards Act (FLSA) cannot be waived by the employee or the ESD. Nonexempt employees who volunteer to perform services for the ESD will be required to complete the ESD Volunteer Agreement form verifying that they are volunteering to perform services and such services are not performed in the course of their regular employment.¹

¹Nonexempt ESD employees may "volunteer" under the FLSA if they: (1) volunteer without expectation of compensation, except they can be paid expenses, reasonable benefits, or a nominal fee; (2) volunteer without coercion; and (3) do not volunteer for the same type of services that they perform in their regular job. The Department of Labor has described a "nominal fee," in the context of a nonexempt ESD employee who volunteers as a coach or an adviser, as no more than 20 percent of the amount a ESD "would otherwise pay to hire a coach or adviser for the same services it would appear to be a permissible 'nominal fee.'"

Nonexempt Employee Volunteer Agreement

I, _____, of my own free will, volunteer my time and service to participate as _____ for InterMountain ESD. My time and service in this volunteer capacity are given without promise, expectation or receipt of any form of compensation, benefits or other remuneration for this service.

I understand and agree that my volunteer participation is not being performed in the course and scope of my regular employment at InterMountain ESD and that my participation in this activity is not in any way required by InterMountain ESD.

I further acknowledge and agree that my volunteer services are not closely related to my duties and responsibilities as an employee.

I understand that my participation as a volunteer may be terminated at any time and that I may withdraw from participation at any time for any reason and that my withdrawal will not affect my continued employment with the ESD.

This agreement will continue in force until terminated.

Volunteer Signature

Date

Authorized ESD Official

Date

Confidentiality Agreement for Volunteers

InterMountain Education Service District (IMESD) requires strict confidentiality be maintained with respect to all information obtained by volunteers concerning the students, clients and others we serve.

As a volunteer of IMESD, I understand that I may have access to confidential information, both verbal and written, relating to students, clients, staff and other volunteers.

I understand, and agree, that all such information is to be treated confidentially and discussed only within the boundaries of my volunteer position. Except where such disclosure is consistent with stated policy and relevant legislation.

I also agree not to discuss these same matters after I have left my volunteer position at IMESD.

I further understand that breach of this agreement shall constitute grounds for and may result in termination of my volunteer status.

Please sign below to indicate your acceptance and agreement with the terms outlined above.

Volunteer Signature

Date

Director Supervising/Authorizing Placement

Date