

PPP-50 Volunteers

It is the policy of the university to allow departments to have volunteer (unpaid) staff. To retain a volunteer a statement of Understanding/Agreement must be prepared by the department, signed by the chair/director and forwarded to the Office of Human Resources (forms available in the Office of Human Resources or on the [Forms page](#)). The Office of Human Resources will obtain final approval signatures and will send signed copies of the agreement to the department, and will notify the Board of Claims. The Office of Human Resources will maintain a volunteer file.

As a volunteer, an individual must understand and agree to the following terms, as stated in the Statement of Understanding/Agreement:

1. The volunteer understands that he/she is not to be considered an employee, agent or independent contractor employed by the university for any purpose. The volunteer acknowledges that he/she will neither accept nor claim salary or benefits of employment, including but not limited to insurance, retirement benefits, workers' compensation, travel expenses, or any other form of compensation of any kind.
2. The volunteer understands that he/she has no actual authority to bind or represent the university with regard to third parties. Accordingly, the volunteer may not sign or enter into any agreements or contracts on behalf of the university.
3. The volunteer understands that {T.C.A. 9-8-307(h) and T.C.A. 8-42.101 (3)(B)} extends certain protections to individuals who are participants in volunteer programs which are operated under the authorization of a state agency or department. For actions taken in the course of performing volunteer services, which are neither willful, malicious or criminal, or acts or omissions done for personal gain, an authorized volunteer is immune from suit in the same manner as state employees. Persons injured by actions of a volunteer are able to file a claim directly against the state.
4. The volunteer acknowledges that the university shall have no liability for personal injury or property damage which may be suffered by the volunteer, unless such injury or damage directly results from the negligent act or omissions of state employees or claims approved by the Claims Commission.
5. The volunteer acknowledges that he/she may not operate automotive or other state owned equipment of the university without specific written authorization of the president of the university.
6. The volunteer and the university agree that no person shall be subjected to discrimination on the basis of race, color, religion, sex, age disability, or national origin in the execution or performance of this Agreement.
7. East Tennessee State University, the Tennessee Board of Regents, the State of Tennessee and their respective employees shall have no liability unless specifically provided for in this Agreement.
8. This agreement may be terminated at any time upon written notice of the volunteer or the President of East Tennessee State University.

Contact the Office of Human Resources for additional information.