



The Florida State University

Coastal and Marine Laboratory

3618 Coastal Highway 98, St. Teresa, FL 32358-2702

Telephone: (850) 697- 4120 Fax: (850) 697- 3822

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FLORIDA STATE UNIVERSITY VOLUNTEER POLICY

OVERVIEW

Florida State University complies with Florida Statutes Chapter 110.501-05, by providing a receptive climate for citizen volunteers. The departmental appointing authority is responsible for development of meaningful opportunities for volunteers involved in programs administered by Florida State University. The appointing authority must complete the "Record of Volunteer Service" form prior to volunteer services being rendered. (see below for guidance)

SPECIFIC AUTHORITY

Florida Statute Chapters 110.501 and 768.28

FSU General Employment Policies

State Workers' Compensation Guidelines

Fair Labor Standards Act 216

OBJECTIVE

To specify methods and responsibilities involved in utilizing the services of volunteers to assist in programs administered by Florida State University.

A. EMPLOYMENT OF VOLUNTEERS

The recruitment, screening, and employment of volunteer workers shall be performed in accordance with the general provisions of the University General Employment Policy.

An individual may not be a volunteer when the volunteer hours involve the same type service which the individual is employed to perform for the same agency. (An employee may not volunteer to do what they are otherwise paid for.)

If the service is required for course work at FSU, the person is considered a student and not a volunteer. Students are not covered by worker's compensation and are not required to complete the "Record of Volunteer Service" form.

"Volunteering" must meet a very specific definition (i.e. may not displace someone who would ordinarily be paid to do the same job).

After the J-1 research scholar status expires, an employee must be terminated unless the H-1B has been approved by the INS and the employee has evidence of that approval with which to successfully re-verify employment authorization for the expired I-9.

However, a J-1 researcher may stay in the U.S. legally while the change of status to H-1B is pending, even if the waiting period goes beyond the 30-day grace period after the expiration of the IAP-66.

B. UTILIZATION OF VOLUNTEERS

Each departmental appointing authority utilizing the services of volunteers shall:

1. Identify and record the type of duties and responsibilities of the volunteer services to be rendered.
2. Complete the "Record of Volunteer Service" form found at the Human Resources Form Index website under the "Hiring and Compensation, Attendance, and Leave" section. These forms are required for the purpose of documenting FSU's volunteer services and serves as supporting documentation in Workers Compensation claims. The "Record of Volunteer Service" is to be maintained in the department's records for two years.
3. Take such actions as are necessary to ensure that volunteers understand their duties and responsibilities and include a discussion of safety and accident reporting procedures of Florida State University.
4. Provide for recognition of volunteers who have offered continuous and outstanding services to state administered programs.

C. CONFIDENTIALITY OF RECORDS

Volunteers who have access to documents or systems containing confidential records must be made aware of the expectation for maintaining such confidentiality. If this is applicable, they must sign a statement of confidentiality.

D. VOLUNTEER BENEFITS

1. Workers' Compensation

a. Volunteers shall be covered by State liability protection in accordance with the provisions of Section 768.28, Florida Statutes. Volunteers should be provided a copy of the standard Workers' Compensation guidelines as found in the USPS/A&P or Faculty new employee packet. The volunteer must sign a statement of receipt that is retained in the department files.

NOTE: If the service is required for course work at FSU, the person is considered a student and not a volunteer. Students are not covered by worker's compensation.

b. Upon notification of a job-connected injury sustained by a volunteer, adhere to the reporting requirements for Workers' Compensation. (See Environmental Health and Safety Operating Procedures)

2. Meals, lodging and transportation - Reimbursement may be furnished when in accordance with all referenced Florida Statutes and approved by the respective departmental policy.

3. Mail, Internet and Campus Directory - The department with which the volunteer is associated determines appropriateness for receiving mail, inclusion in the campus directory or Internet directory in accordance with its internal policy. Volunteers may receive these services by completing an "Inclusion of Non-FSU Employee in Directory/Web" form.

If the volunteer requires library privileges, a courtesy appointment is required and must be accomplished through the Personnel Action form or the Faculty Change Order/Termination form and appropriate signatures.

4. Volunteers may be provided with "nominal" fees from a public agency, however, the fee may not substitute for compensation and may not be tied to productivity. As a general rule, actions that create an employer-employee relationship should be avoided.



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FSU WORKERS COMPENSATION GUIDELINES
FOR EMPLOYEES/VOLUNTEERS

**EFFECTIVE 7/1/2016 - ALL ACCIDENTS AND INJURIES
MUST BE REPORTED TO AMERISYS**

Any injury or illness should be reported to AmeriSys at **1-800-455-2079** with the exception of First Aid accidents (injury or illness does not require medical treatment).

If an employee sustains a work-related injury or illness that requires emergency medical treatment, they should go directly to the hospital or if needed call emergency medical services by dialing 911. The supervisor or designated employer representative should immediately contact AmeriSys and provide the injured employee name, where they are going for treatment and the employee date of birth. AmeriSys will immediately contact the medical facility to initiate medical case management. AmeriSys will contact the supervisor once the emergency situation is under control. The supervisor/designated Department representative must complete an [EHS 11-2 Accident Investigation Report](#) and forward it to EH&S Insurance and Claims Manager.

If an employee is injured and requires non-urgent medical treatment, the employee must immediately report the accident to the supervisor/designated Department representative which will immediately report the claim to AmeriSys. This will initiate medical treatment. The claim will then be assigned to an AmeriSys nurse who will initiate medical case management. The [EHS 11-2 Accident Investigation Report](#) shall be completed and forwarded to the EH&S within 48 hours.

An employee who has sustained a work-related injury where no medical treatment is needed shall notify his/her supervisor/designated Department representative to complete a [First Report of Injury or Illness](#) form and a [Accident Investigation Report](#) and forward them to EH&S after completion. If no medical treatment is required DO NOT CALL AMERISYS.

Should an injury occur resulting in the death of an employee, the supervisor/designated Department representative shall immediately report the death to EH&S at 644-6895 and the Division of Workers Compensation Claims at 1-800-219-8953. Once this has been done, the accident shall be called into AmeriSys

Florida State University Coastal & Marine Laboratory
General Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to visit or participate in any way in any activity, including transportation, at the above location, I, the undersigned, having actual knowledge and conscious appreciation of the particular dangers involved in the use of the above-described facilities and/or my participation in the above-described activities, voluntarily agree and assume all risks arising therefrom. I, for myself, my heirs, personal representatives, or assigns do release, waive, discharge, and covenant not to sue the Florida State University Board of Trustees, its officers, employees, and agents for liability and responsibility for any and all claims, losses or demands relating to injury, death, or damages to myself or my property which may result from or arise in the course of my participation in such activity, including the negligence of the Florida State University Board of Trustees, its officers, employees, and agents.

Assumption of Risks: Boating and other activities on and near the water are dangerous and involve hazards and risks, including but not limited to:

- Risks related to the water such as drowning, injury from marine and aquatic organisms, or man-made objects in the water
- Risks arising from unaccustomed physical activity or the use of boating equipment
- Risks arising from being around and learning to use scientific equipment
- Risks arising from being in the dynamic environment of a vessel on the water
- Risks related to the weather, sun exposure and other forces of nature

Visitation or participation in activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks can range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in visitation or participation. I hereby assert that my visitation or participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I further agree to indemnify and hold harmless and forever release and discharge the Florida State University Board of Trustees (FSUBOT), the Florida Board of Governors (FBOG), their successors and assigns, their employees and agents from any and all claims and demands for loss, liability, damage, injury and/or costs whatsoever, which the undersigned and their heirs, representatives, executors and administrators, or other persons acting in their behalf, have or may have against the FSUBOT, or FBOG by reason of any accident, illness, injury or death, arising or resulting directly or indirectly from my use of the above-described FSUCML facilities and/or participation in the above-described activities.

In the event of any emergency in which I am unconscious or unable to clearly specify my wishes and desires I specifically give and authorize FSUCML personnel to take whatever measures are necessary to protect my life and safe guard my possessions (boat, craft, equipment), including but not limited to administering emergency medical treatment, contacting Life Flight or an ambulance. I further agree that FSU has no medical insurance coverage for such injury or loss, and I remain solely responsible/liable for any and all costs and expenses incurred by FSUCML when addressing any such emergency and will reimburse FSUCML for all costs and expenses incurred.

I expressly agree that this release, waiver and indemnity is intended to be as broad and inclusive as permitted by Florida law.

Acknowledgment of Understanding: I further certify I am of lawful age, that I fully understand and acknowledge I am solely relying wholly on my own judgment, belief and knowledge of the circumstances involved in my use of the FSUCML facilities, and/or participation in the above described activities and have carefully read this document, understand its contents, and voluntarily sign it of my own free will and choice.

Date: _____ Name of class or activity: _____

Printed Name and Signature of Participant: _____/_____

If Participant is under age 18, Printed Name of Parent/Legal Guardian: _____

If Participant is under age 18, Parent/Legal Guardian Signature: _____

Florida State University Coastal & Marine Laboratory
Waiver of Liability, Assumption of Risk, and Indemnity Agreement –
Land Clearing on North 70 Property

(rev. 09/15/2015)

Waiver: In consideration of being permitted to visit or participate in any way in any activity, including transportation, at the above location, I, the undersigned, having actual knowledge and conscious appreciation of the particular dangers involved in the use of the above-described facilities and/or my participation in the above-described activities, voluntarily agree and assume all risks arising therefrom. I, for myself, my heirs, personal representatives, or assigns do release, waive, discharge, and covenant not to sue the Florida State University Board of Trustees, its officers, employees, and agents for liability and responsibility for any and all claims, losses or demands relating to injury, death, or damages to myself or my property which may result from or arise in the course of my participation in such activity, including the negligence of the Florida State University Board of Trustees, its officers, employees, and agents.

Assumption of Risks: Activities on and near the water and on the North 70 Property are dangerous and involve hazards and risks, including but not limited to:

- Risks related to the water such as drowning, injury from marine and aquatic organisms, or man-made objects in the water
- Risks arising from unaccustomed physical activity and/or the operation of power and/or manual tools
- Risks related to the weather, sun exposure, uneven terrain, temperature, lack of hydration, actions of other volunteers and participants, falling branches, encounters with wild animals, insects, reptiles, amphibians and other forces of nature
- Risks related to unexploded ordnance remaining on the property from activities involving earlier military usage

Visitation or participation in activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks can range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in visitation or participation. I hereby assert that my visitation or participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I further agree to indemnify and hold harmless and forever release and discharge the Florida State University Board of Trustees (FSUBOT), the Florida Board of Governors (FBOG), their successors and assigns, their employees and agents from any and all claims and demands for loss, liability, damage, injury and/or costs whatsoever, which the undersigned and their heirs, representatives, executors and administrators, or other persons acting in their behalf, have or may have against the FSUBOT, or FBOG by reason of any accident, illness, injury or death, arising or resulting directly or indirectly from my use of the above-described FSUCML facilities and/or participation in the above-described activities.

In the event of any emergency in which I am unconscious or unable to clearly specify my wishes and desires I specifically give and authorize FSUCML personnel to take whatever measures are necessary to protect my life and safe guard my possessions (boat, craft, equipment), including but not limited to administering emergency medical treatment, contacting Life Flight or an ambulance. I further agree that FSU has no medical insurance coverage for such injury or loss, and I remain solely responsible/liable for any and all costs and expenses incurred by FSUCML when addressing any such emergency and will reimburse FSUCML for all costs and expenses incurred.

I expressly agree that this release, waiver and indemnity is intended to be as broad and inclusive as permitted by Florida law.

Photography Release: I give permission for my/my child's picture to be used in educational, news releases or advertising materials pertaining to the FSUCML and the new North 70 trails.

Acknowledgment of Understanding: I further certify I am of lawful age, that I fully understand and acknowledge I am solely relying wholly on my own judgment, belief and knowledge of the circumstances involved in my use of the FSUCML facilities, and/or participation in the above described activities and have carefully read this document, understand its contents, and voluntarily sign it of my own free will and choice.

Date: _____ **Name of class or activity:** _____

Printed Name and Signature of Participant: _____/_____

If Participant is under age 18, Printed Name of Parent/Legal Guardian: _____

If Participant is under age 18, Parent/Legal Guardian Signature: _____