

St. Cloud State University

Volunteer Faculty Agreement and Release

This form is required for volunteers serving in a faculty role in which they may: have unsupervised access to minors; have access to protected data; utilize significant SCSU resources (office space, access to funds, etc.); be transported in a state owned, leased, or operated vehicle; and/or be exposed to or involved in activities with inherent or considerable risks.

Volunteer and Appointment Details

Volunteer Name: _____

Please refer to the corresponding Volunteer Faculty/Coach/Trainer Application for full volunteer information, volunteer service terms, and required resources.

Volunteer Agreement and Release

Minnesota State Colleges and Universities (“MnSCU”) through St. Cloud State University (“SCSU”) and _____ (the “Volunteer”) agree that in exchange for the opportunity to volunteer as a(n) _____ for the _____, the following agreement shall apply:

(Please print name of program, project, or event)

- 1) The Volunteer agrees to follow the terms as outlined on in the Volunteer Faculty/Coach/Trainer Application or as altered by oral or written agreement with the department listed on the Application.
- 2) The Volunteer agrees to follow the directions of the staff and to abide by relevant statutes of the State of Minnesota and applicable MnSCU and SCSU policies and procedures, including, but not limited to, [Minn. Stat. 3.736](#); [MnSCU Procedure 4.0.1 Use of Volunteers](#), [Policy 1B.1 Nondiscrimination in Employment and Educational Opportunity](#), and the SCSU Volunteer Procedure.
- 3) The Volunteer understands the university reserves the right to make reference checks as deemed appropriate for a prospective volunteer.
- 4) If the Volunteer will have access or be exposed to private or protected data under the [Minnesota Government Data Practices Act](#), [MN Statutes Chapter 13](#), FERPA, or any other federal or state law that governs data privacy, the Volunteer agrees to keep such data private and release such data only as allowed by law. The Volunteer further understand that failure to comply with this confidentiality agreement is a violation of the law.
- 5) For these volunteer services, the Volunteer is not an employee of the University and is not entitled to receive salary, benefits or other compensation. The Volunteer is solely responsible for all expenses, except as otherwise arranged and approved in advance by a university administrator with budget authority. The Volunteer understands that he/she is not eligible for workers’ compensation benefits and is expected to carry personal medical insurance coverage to cover medical expenses for any injuries incurred while performing volunteer services.

- 6) Pursuant to Minnesota law, the Volunteer may be eligible for legal defense and indemnification by the State in claims against the Volunteer based on services performed by the Volunteer in good faith.
- 7) The parties agree that this is the entire Agreement; no Agreement, oral or written, exists outside this Agreement.

Either party may refuse or terminate this agreement at any time for any reason upon immediate notice, oral or written, to the other party.

Volunteer releases the University and its officers, employees, agents, and representatives from any responsibility or liability for personal injury, including death, and damage to or loss of property, that Volunteer may incur due to negligence of the University, its officers, employees, agents, and representatives or others due to accidental occurrences while engaging in activities pursuant to the Agreement, including travel.

IN WITNESS WHEREOF, the parties have executed this Agreement and Release as of the date of the last signature.

Assistant VP for Public Safety and Risk Management: _____
(Please Print Name)

Signature _____ Date _____

Volunteer: _____
(Please Print Name)

Signature _____ Date _____

This form shall be signed by the volunteer and routed to SCSU Risk Management, AS 205 or (riskmanagement@stcloudstate.edu) for final processing and approval. The original form should be retained by Risk Management and a copy shall be provided to the SCSU Sponsor who signed the Volunteer Faculty/Coach/Trainer Application to be maintained by the program or department for which the volunteer is serving. Reminder: if HuskyNet services are requested, a St. Cloud State University Data Sheet must be sent to Human Resources, AS 204 or (humanresources@stcloudstate.edu).