

## **3022 R Volunteer Services Agreement**

### **VOLUNTEER SERVICES AGREEMENT**

This volunteer services agreement, referred to herein as the "Agreement," is made by and between \_\_\_\_\_ Public Schools, (\_\_\_\_\_ County School District \_\_\_\_-\_\_\_\_), (the "District") and \_\_\_\_\_, (the "Volunteer").

The District agrees to allow the Volunteer to perform the duties of \_\_\_\_\_, and the Volunteer agrees to perform such duties subject to the terms and conditions set forth below.

- 1. Purpose of Agreement.** The purpose of this Agreement is to describe conditions for a person who wishes to act as an unpaid volunteer providing service to the District. This Agreement does not establish any employer-employee relationship between the parties.
- 2. Nature of Relationship; Duties of Volunteer.** The Volunteer's provision of services to the District under this Agreement is charitable. The Volunteer's duties and services are subject to assignment by the Superintendent or the Volunteer's supervisor. The Volunteer agrees at all times to perform all of his or her duties faithfully, industriously, as directed and to the best of his or her ability, experience and talents.
- 3. Days and Hours of Service.** The Volunteer's days and hours of service shall be assigned by the Superintendent or the Volunteer's supervisor.
- 4. Compensation.** The Volunteer shall not receive any compensation for his/her services. District representatives have not made and shall not make any promises or inducements to the Volunteer for providing his/her services. Further, as the Volunteer is not an employee, the District will not provide him/her with unemployment compensation, workers compensation insurance, or any fringe benefits.
- 5. Expense Reimbursement.** The District may reimburse the Volunteer for actual expenses which he/she incurs in providing services. The Volunteer shall provide the District with receipts or other proof of payment for each expense for which he/she seeks reimbursement. The School District shall make such payments on the Volunteer's behalf or reimburse him/her only in accordance with Board policy and to the extent that

such payments or reimbursement are permitted by law to be made to a volunteer. Any reimbursement for transportation expenses shall be made at the rate established in Board policy or practice.

**6. Policies, Rules and Regulations.** The Volunteer shall be governed by Board of Education policies, District's rules and regulations, and supervisors' directives. Board of Education policies and District rules and regulations may be changed at any time, with or without notice to the Volunteer.

**7. Termination of Services.** This Agreement creates no property right for the Volunteer. Either may terminate services, with or without cause and without a hearing, upon giving notice. The Superintendent may, acting upon his or her own initiative, terminate the Volunteer's services and this Agreement. Such termination will be effective upon the date of the issuance of the notice. Provision or receipt of notice by the Superintendent shall be reduced to writing and attached to the District's copy of this Agreement.

**8. Background Check.** The Volunteer asserts that she or he has never been charged with or convicted of any misdemeanor involving moral turpitude or any felony, or has disclosed in writing to the District administration details about any such charge or conviction. The Volunteer consents to, and agrees to cooperate fully in, any background check conducted by the District. This background check may include obtaining a report from a reporting agency that may include information concerning my criminal history. By providing the information requested below and signing this Agreement, I consent to the District conducting a background check.

**9. Confidential Information.** The Volunteer may have access to certain student information while providing services under this Agreement. The Volunteer understands that state and federal law prohibit the disclosure of student records or information about students to any person other than the student's parents or the District's teachers, counselors, or administrators. The Volunteer understands that unauthorized access, use, disclosure, or modification of student records or confidential information will result in the immediate termination of this Agreement and may result in other consequences imposed by law.

**10. Entirety of Agreement and Amendments.** The Volunteer has read the entirety of this Agreement, fully understands its terms and conditions, and agrees that this Agreement constitutes the entire agreement, and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. This Agreement shall be subject to modification only by a written instrument signed by the Volunteer and the Superintendent.

**11. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

\_\_\_\_\_  
Volunteer (Signature)

\_\_\_\_\_, 20\_\_.  
Date

\_\_\_\_\_  
Superintendent or Authorized  
Designee (Signature)

\_\_\_\_\_, 20\_\_.  
Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

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Adopted: February 10, 2014  
Revised on: December 11, 2017