

Pursuant to T.C.A. 8-42-101(3)(B), a volunteer worker in a Pellissippi State Community College supported program may be eligible for reimbursement of the costs of defense in the event of a claim arising out of his or her actions, if the name of the volunteer has been registered with the Tennessee Board of Claims. If Pellissippi State fails to register the volunteer, and the state pays attorney fees or a judgment based on the volunteer's actions, then the costs and awards will be funded through Pellissippi State's budget. If the volunteer is a medical professional who is providing direct health care as a volunteer, he or she is only considered a "state employee" under the defense reimbursement provisions for purposes of medical malpractice.

All volunteers must sign and adhere to the statement of understanding and agreement between Pellissippi State Community College and the volunteer. The agreement must be approved by the administrative supervisor and the president. Documentation is forwarded to the Human Resources Office to be submitted to the State Board of Claims for processing.

Source: Tennessee Board of Regents Guide P-010
Reviewed/Recommended: President's Council, March 4, 1996
Approved: President Allen G. Edwards, March 6, 1996
Approved: President Allen G. Edwards, October 10, 2001
Reviewed: President's Staff, October 9, 2006
Approved: President Allen G. Edwards, October 9, 2006
Editorial Changes: July 1, 2009
Reviewed/Recommended: President's Council, November 24, 2014
Approved: President L. Anthony Wise, Jr., November 24, 2014

Attachment I

STATEMENT OF UNDERSTANDING AND AGREEMENT BETWEEN

PELLISSIPPI STATE COMMUNITY COLLEGE

AND

VOLUNTEER NAME

1. The volunteer understands that he/she is not to be considered an employee, agent or independent contractor employed by the College for any purpose. The volunteer acknowledges that he/she will neither accept nor claim entitlement to any 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 College with regard to any third parties. Moreover, the volunteer agrees to avoid giving the impression of having apparent authority to bind or represent the College with regard to third parties. Accordingly, the volunteer may not sign or enter into any agreements or contracts on behalf of the College.
3. The volunteer understands that {T.C.A. 9-8-307(h) 8-42-101(a)(3)} 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 the actions of a volunteer are able to file a claim directly against the state.
4. The volunteer acknowledges that the College shall have no liability for personal injury or property damage which may be suffered by the volunteer, unless such injury or damages directly results from the negligent act or omissions of state employees or authorized volunteers. Any and all negligence claims shall be expressly limited to claims approved by the Claims Commission.
5. The volunteer acknowledges that he/she may not operate automotive or other state owned equipment of the College without specific written authorization from the president of the College.
6. The volunteer and the College agree that no person shall be subjected to discrimination on the basis of race, color, religion, gender, age, disability, or national origin in the execution or performance of this agreement.
7. Pellissippi State Community College, 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 Pellissippi State Community College.

ACKNOWLEDGEMENT

I, (name of volunteer), SSN: ____ - ____ - ____, have read and understand the above statement/agreement and agree to abide by its terms and conditions while I am participating in volunteer activities at Pellissippi State Community College. This agreement is effective from _____(date) through _____(date).

Signature of Volunteer: _____ Date: _____

Recommendation of Approval of Statement of Understanding/Agreement:

Administrative Supervisor of Volunteer: _____ Date: _____

Approval of Statement of Understanding/Agreement

President: _____ Date: _____

Original to: Human Resources Office

Copy to: Department

Copy to: Volunteer

Attachment II

Date _____

Claims Commission
State of Tennessee
Divisions of Claims Administration
11th Floor
Andrew Jackson Building
Nashville, TN 37219

Dear Claims Commission:

Pursuant to T.C.A. 8-42-101, which requires the registration of all volunteers participating in programs authorized by state government, please be advised of the volunteer status of the person listed below:

Name _____

SSN _____

Institution _____

Department _____

Beginning Date _____

Ending Date _____

When this volunteer status is over, the Human Resources office will advise you so you can update your records.

Thank you for your assistance.