

STATEMENT OF UNDERSTANDING/AGREEMENT

BETWEEN

Institution's Name

AND

Volunteer's Name

1. The volunteer understands that he/she shall not to be considered an employee, agent or independent contractor employed by the College or the Tennessee College of Applied Technology ("institution") 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, worker's 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 institution with regard to any third parties. Moreover, the volunteer agrees to avoid giving the impression of having apparent authority to bind or represent the institution with regard to third parties. Accordingly, the volunteer may not sign or enter into any agreements or contracts on behalf of the Institution.
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 nor 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 institution 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 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 institution without specific written authorization of the President or Director of the institution.
6. The volunteer and the institution agree that no person shall be subjected to discrimination on the basis of race, color, religion, sex, age, handicap, or national origin in the execution or performance of this agreement.
7. Motlow 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 Motlow State Community College.

ACKNOWLEDGMENT

I _____ (name of volunteer), 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 Motlow State Community College. This agreement is effective from _____ (date) through _____ (date) for _____ (department).

Type of work performed: _____

Signature of Volunteer: _____ Date: _____

Recommendation of Approval of Statement of Understanding/Agreement:

Administrative Supervisor of Volunteer _____ Date: _____

Approval of Statement of Understanding/Agreement:

President, Director or designee _____ Date: _____

cc: Office of Human Resources
Volunteer's Division/Department File