

CEPOH-EO

DEPARTMENT OF THE ARMY
Honolulu District, Corps of Engineers
Fort Shafter, Hawaii 96858-5440

POHR 1130-1-1

Regulation
No. 1130-1-1

19 January 2005

Equal Employment Opportunity
USE OF STUDENT VOLUNTEERS

1. PURPOSE: This regulation establishes guidance on accepting the services of student volunteers. The Honolulu District has a long history of providing opportunities for students to do volunteer work and “shadow” Corps employees. With the increasing number of requests for assistance and support in this endeavor, this regulation is established to ensure that all parties are within ethical, moral and legal boundaries in its use of student volunteer services.

2. APPLICABILITY: This regulation applies to all activities of the Honolulu District.

3. REFERENCES:

- a. ER 1130-2-500: Project Operations – Partners and Support (Work Management Policies). Chapter 10: The Corps of Engineers Volunteers Program
- b. 5 USC, Chapter 81, Compensation for Work Injuries
- c. 5 CFR 308.101-103, Volunteer Service
- d. 28 USC, sections 2671-2680, Tort Claims Act
- e. Civil Service Reform Act of 1978 (Section 301), Public Law 95-454
- f. 5 USC 3111, Acceptance of Volunteer Service

4. DEFINITIONS:

a. Authority. Section 301 of the Civil Service Reform Act of 1978, Public Law 95-454, authorized Federal departments and agencies to establish programs designed to provide educationally related work assignments for students in non-pay status. 5 CFR 308.103

b. Student. Student is an individual who is enrolled not less than half-time in a high school, trade school, technical or voluntary institute, junior college, college, university or other accredited educational institution. An individual who is a student is deemed not to have ceased to be a student during an interim between school years if the interim is not more than five months and if such individual shows to the satisfaction of the agency that the individual has a bona fide intention of continuing to pursue a course of study or

training in the same or different educational institution during the school semester (or other period into which the school year is divided) immediately after the interim. 5 CFR 308.101 and 5 USC 3111.

c. Minimum Age. The selection of students to participate under the program should conform to either Federal, State or local laws and standards governing the employment of minors. 5 CFR 308.102. The State of Hawaii requires a person to be 16 years old in order to obtain a work permit or 15 years old with parental permission.

d. Terminology. The terms “volunteer(s),” “student(s)” and “student volunteer(s)” may be used interchangeably.

5. POLICY: It is the policy of the Honolulu District that:

a. The Commander or his/her designee may accept the services of volunteers.

b. A volunteer is not an employee of the Corps of Engineers except for the purpose of the Federal Employees Compensation Act (5 USC, Chapter 81), relating to compensation for work injuries and the Tort Claims Act (28 USC, sections 2671-2680), relating to protection for personal liability as long as the volunteer is within the scope of his/her responsibilities. Volunteers are entitled to first aid and medical treatment for on-the-job injuries, as well as hospital care when necessary. When travel for receiving medical care is necessary, transportation expenses may be reimbursable. ER 1130-2-500.

c. Volunteer Service under the (Civil Service Reform) Act is limited to services performed by a student, with the permission of the institution at which the student is enrolled, as part of an agency program established for the purpose of providing educational experience for the student. Such service is to be uncompensated and will not be used to displace any employee or to staff a position which is a normal part of the agency's work force. 5 CFR 308.101 and 5 USC 3111.

d. Voluntary Service is official government business, having some value to the Corps, conducted by volunteers under the direction of a paid Corps staff member.

e. Volunteers will not be used to displace any personnel of the Corps of Engineers. They may, however, perform duties which once were, or are presently, performed by Corps personnel or contractors.

f. Volunteers are not entitled to nor shall expect any present or future salary, wages or benefits for their voluntary services.

g. A Memorandum of Agreement (MOA) shall be established between the District and the institution at which the student is enrolled. The MOA shall include a remuneration clause that states that the institution will compensate the District for loss or

negligent destruction of government property caused by the student. A sample MOA is provided in Appendix A.

h. An Agreement for Volunteer Services (ENG Form 4880-R) must be established between the District and the Student Volunteer. A Parental Approval form (ENG Form 4881-R) must be signed by the Student Volunteer's parent/guardian if the volunteer is a minor (under age 18).

6. RESPONSIBILITY:

a. The Commander:

The Commander or his/her designee may accept the services of volunteers. The Commander or his/her designee may assign a Volunteer Coordinator.

b. The Volunteer Coordinator:

(1) The Volunteer Coordinator shall be responsible for overseeing the District's program according to regulations to ensure that it meets the needs of the District. The Volunteer Coordinator shall handle inquiries regarding the program and keep the District staff current on ideas and procedures for utilizing volunteers.

(2) The Volunteer Coordinator shall consider requests for volunteer services and make recommendations to the Commander using the following criteria: (i) impact on mission accomplishment (ii) availability of resources and (iii) benefits to both the student and the District.

c. Division, Branch and Section Chiefs:

Division, Branch and Section Chiefs shall be responsible for administering the District's program according to regulations and assigning a Point of Contact (POC).

d. The Point of Contact:

The POC shall coordinate volunteer activities and manage sub-programs within the division, branch or section. The POC shall establish contacts with the student's institution of learning and ensure that all parties sign the appropriate paperwork. The POC shall assist the Volunteer Coordinator in assessing needs and identifying work that can be done by volunteers, advise volunteer supervisors in the proper use of volunteers, assist in recruiting efforts, and submit progress and after action reports.

e. The Supervisor:

The Supervisor is responsible for the overall safety and well-being of the Student Volunteer. The Supervisor is responsible for the Student Volunteer's time and attendance documents, work assignments, performance evaluations, guidance and mentorship.

f. The Student Volunteer:

The Student Volunteer is responsible for providing volunteer service. The Student Volunteer is responsible for compliance with all applicable rules and regulations regarding individual conduct and safekeeping of government property. The Student Volunteer is responsible for recording his/her time and attendance (ENG Form 4882-R) and for writing reports as required by the School and the District.

FOR THE COMMANDER:

4 Appendices:
as

/s/
LORI A. SORAYAMA-CHANG
Chief, Information Management Office

App A - Sample MOA
App B - ENG Form 4880-R
App C - ENG Form 4881-R
App D - ENG Form 4882-R

DISTRIBUTION (POH List 5-1):
B

APPENDIX A
SAMPLE MEMORANDUM OF AGREEMENT (MOA)
FOR PRESIDENT WILLIAM JEFFERSON CLINTON HIGH SCHOOL
STUDENT WORK-STUDY PROGRAM
AND
HONOLULU DISTRICT, U.S. ARMY CORPS OF ENGINEERS

1. PURPOSE: This agreement establishes a basis for mutual understanding between *Clinton High School* and the U.S. Army Corps of Engineers, Honolulu District for Student Volunteer Services under all applicable Federal and State laws and Army regulations.

2. STATEMENT OF UNDERSTANDING: For the purpose of this memorandum, “job shadowing” is governed by Honolulu District’s Student Volunteers Policy and the Student requesting the service is considered a volunteer.

Volunteer Service is limited to services performed by a student, with the permission of the institution at which the student is enrolled, as part of an agency program established for the purpose of providing educational experience for the student. Such service is to be uncompensated and will not be used to displace any employee or to staff a position which is a normal part of the agency’s work force. 5 CFR 308.101 and 5 USC 3111.

A volunteer is not an employee of the Corps of Engineers except for the purpose of the Federal Employees Compensation Act (5 USC, Chapter 81), relating to compensation for work injuries and the Tort Claims Act (28 USC, sections 2671-2680), relating to protection for personal liability as long as the volunteer is within the scope of his/her responsibilities. Volunteers are entitled to first aid and medical treatment for on-the-job injuries, as well as hospital care when necessary. When travel for receiving medical care is necessary, transportation may be furnished or travel expenses reimbursed. ER 1130-2-500.

Clinton High School may submit requests for volunteer services on behalf of interested students. Final selection is the decision of Corps of Engineers, Honolulu District and is based on the needs of the Honolulu District and Equal Employment Opportunity principles.

Clinton High School will compensate the Honolulu District for the loss or negligent destruction of government property caused by the student.

The Honolulu District has the right to terminate the student volunteer at anytime because of poor performance, unexcused absenteeism, or conduct deemed unbecoming or at the recommendation of the appropriate school official.

3. ANTICIPATED RESULTS: The Honolulu District will provide a meaningful volunteer experience to the student in a safe and nurturing work environment. The volunteer experience must be mutually beneficial to the student and the Honolulu District and should reflect the academic interest of the student.

4. RESPONSIBILITIES: Clinton High School and the Honolulu District mutually agree to the following terms and responsibilities:

General:

- A. This MOA will not be terminated without the knowledge of all parties concerned.
- B. All parties will comply with applicable State and Federal laws and Army Regulations concerning volunteer service.
- C. The State of Hawaii is the primary remedy for student workers' compensation claims. All parties agree to cooperate with the State's workers' compensation designee in the filling of any claim.

School/Institution of Learning:

- A. Provide a point of contact; School Volunteer Counselor to assist with the process.

School Volunteer Counselor:

- A. Assist the student in securing placement at an approved work site.
- B. Act as a liaison between the student and the Honolulu District.
- C. Ensure that the student has transportation to and from the work site.

Honolulu District:

- A. Ensure a Safety and Health program is in place as required by Chapter 396, HRS.
- B. Ensure that the Student receives specific instructions on the recognition of possible hazards in the workplace.

The Supervisor:

- A. Provide a Corps employee for the student to job shadow.

The Student:

- A. The student must have medical insurance.
- B. Ensure that policies, rules and regulations of the School and the Honolulu District are upheld.

The Parent(s)/Guardian(s) of a minor child:

- A. Should the student be injured on the work site, they will agree that the State of Hawaii shall be deemed to be the responsible employer for the purpose of workers'

compensation coverage and that this coverage shall be their primary remedy to the same extent as provided for in chapter 386, Hawaii Administrative Rules, as against the State and the Honolulu District where the student shall be taking part in this work-based learning.

B. Responsibility for the personal conduct of the student at school and at the work site resides with the parent(s)/guardian(s).

5. REFERENCES:

- a. ER 1130-2-500: Project Operations – Partners and Support (Work Management Policies). Chapter 10: The Corps of Engineers Volunteers Program
- b. 5 USC, chapter 81, Compensation For Work Injuries
- c. 5 CFR 308.101-103, Volunteer Service
- d. 28 USC, sections 2671-2680, Tort Claims Act
- e. Civil Service Reform Act of 1978 (Section 301), Public Law 95-454
- f. 5 USC 3111, Acceptance of Volunteer Service
- g. HRS 396, Hawaii Occupational Safety and Health Law
- h. HAR 386, Hawaii Workers’ Compensation Law

6. PROVISIONS FOR REVIEW AND CHANGE: This MOA can be amended as necessary by written request and authorization of both Approving Authorities as indicated in Section 8 of this document.

7. PERIOD OF EFFECTIVENESS: This MOA will be effective from the date signed until rescinded in writing by either the Clinton High School approving authority or the Honolulu District approving authority.

8. SIGNATURE BLOCKS/APPROVAL:

_____ Signature	_____ Date	_____ Signature	_____ Date
APPROVING AUTHORITY Albert Gore, Jr. Vice President Clinton High School		APPROVING AUTHORITY David E. Anderson LTC, EN Commanding	

APPENDIX B



US Army Corps
of Engineers

AGREEMENT FOR INDIVIDUAL/GROUP
VOLUNTEER SERVICES

(Act of July 30, 1983 Public Law 98-63)

_____ AREA

NAME/GROUP (Type or Print Full Name)

TELEPHONE NUMBER

ADDRESS (Street, City, State and Zip Code)

Brief description of work to be performed, including minimum time commitment required. (Attach complete job description.)

I understand that I will not receive any compensation for the above work and that volunteers are NOT considered to be Federal employees for any purpose other than tort claims and injury compensation, and I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the Corps of Engineers or I may cancel this agreement at any time by notifying the other party.

I hereby volunteer my services as described above, to assist the Corps of Engineers in its authorized work.

(Signature of Volunteer)

(Date)

We agree to obtain parental or guardian consent for each individual under 18 years of age and to comply with applicable child labor laws. We understand that the individuals volunteering under this agreement will not receive any compensation for the above work and that they will NOT be considered to be Federal employees for any purpose other than tort claims and injury compensation, and we understand that volunteer service is not creditable for leave accrual or any other employee benefits. We also understand that either the Corps of Engineers, or we, may cancel this agreement at any time by notifying the other party. We agree to provide the Corps of Engineers with a listing of active participants home address, and the number of hours each contributed, when and as requested.

(Signature of Group Representative)

(Date)

The Corps of Engineers agrees, while this agreement is in effect, to provide such materials, equipment and facilities as are available and needed to perform the work described above, and to consider the individuals volunteering under this agreement as Federal employees only for the purpose of tort claims and compensation for work related injuries.

(Signature of Accepting Official)

(Date)

ACCEPTANCE/TERMINATION OF AGREEMENT

(Signature of Accepting Official)

(Date)



US Army Corps
of Engineers

PARENTAL APPROVAL

(ER 1130-2-432)

NAME OF VOLUNTEER _____

PARENT OR GUARDIAN'S NAME _____

ADDRESS _____

TELEPHONE _____ (Residence) _____ (Business)

I affirm that I am the parent/guardian of the above named volunteer, I understand that the Corps of Engineers' VOLUNTEERS program does not provide compensation, except as otherwise provided by law, and that the service will not confer on the volunteer the status of a Federal employee. I have read the attached description of the work that the volunteer will perform.

I give my permission for _____ to participate

In this program sponsored by _____ (Name of Sponsoring Organization, if applicable)

at _____ (Project/Office) from _____ (Date) to _____ (Date)

(Signature)

(Date)

