

City of Bozeman Volunteer Policy

I. Purpose and Scope

The City of Bozeman (“City”) understands the value to the community and to the City in providing volunteer opportunities. The purpose of this policy is to establish guidelines and the procedure for utilization of volunteers for City projects. This policy applies to all City departments. This policy does not apply to volunteer board members in their appointed capacity. Board members are governed by City of Bozeman Resolution 5323 and the City of Bozeman ethics policy.”

II. Definitions

- a. *Volunteer* means an individual who performs services on behalf of an employer as defined in MCA 39-71-117 but who does not receive wages as defined in MCA 39-71-123.
- b. *Consistent volunteer* means an individual who volunteers more than 15 hours per month.
- c. *Regular volunteer* means an individual who volunteers between one (1) and 15 hours per month.
- d. *Casual volunteer* means an individual who volunteers for a special activity that takes place only once or twice in a calendar year.

III. Policy

- a. Volunteers must be of the legal age to perform the duties assigned. As defined in MCA 41-2-105, a minor who is under 14 years of age may not be employed in or in connection with an occupation, as such the City does not utilize volunteers under the age of 14. The City requires any volunteer under the age of 18 to provide the consent of a parent or guardian prior to volunteering.
- b. Individuals will be considered volunteers only where their services are offered freely and without pressure or coercion, direct or implied, from the City.
- c. Volunteers are not considered employees or agents of the City and cannot enter into any agreement on behalf of the City.
- d. Volunteers will not receive compensation or benefits for their time in accordance with the Fair Labor Standards Act.
- e. Volunteers are not permitted to drive City vehicles.
- f. Volunteers must receive adequate supervision, and work performed should take place during normal business hours. Exceptions to this may be considered on an individual basis or program basis by the applicable volunteer coordinator in coordination with the Human Resources department.
- g. Volunteers do not displace regular employed workers, and may not be used in lieu of paid positions.
- h. A volunteer’s service may be considered when evaluating the qualifications of the volunteer seeking employment with the City of Bozeman.
- i. City employees may volunteer with the City so long as the scope of work is substantially different from their employment. City employees may volunteer to do similar work in a different jurisdiction, as long as it does not interfere with their regularly scheduled work hours. The Department of

Labor's Regulations 29 C.F.R. §553.103, define "same type of services" to mean similar or identical services. For example:

- i. A City firefighter cannot volunteer as a firefighter for the City but could volunteer as a firefighter at another jurisdiction.
 - ii. A City librarian cannot volunteer at the City of Bozeman Library, but could participate in the Snow Angel program.
 - iii. An IT employee could "adopt" a Storm Drain.
- j. Volunteers should receive the minimum training necessary to conduct their service safely and effectively. The emphasis should be on training specific to volunteer activities, and which can be immediately applied to the volunteer position.
- k. A volunteer assignment can be terminated at the City's sole discretion at any time, with or without cause or notice.

IV. Procedure

- a. Individuals interested in becoming a volunteer must complete a City Volunteer Application. Alternative application procedures may be authorized by the Human Resources Department when unique to a certain project or initiative.
- b. The Human Resources Department will coordinate a background check on all consistent and regular volunteers. Casual volunteers do not require a background check and thus are not eligible for volunteer opportunities where the primary or sole purpose is to interact with children, elderly individuals or individuals with disabilities.
- c. All volunteers will be required to review and acknowledge a Volunteer Agreement and a Volunteer Waiver prior to beginning their assignment. This is to ensure the City is able to keep facilities and programs safe for the public and employees. Any volunteer who fails to adhere to their Volunteer Agreement will be dismissed from their volunteer assignment.
- d. All consistent and regular volunteer hours must be tracked and recorded. These hours are provided to Payroll on a quarterly basis for reporting and to ensure appropriate workers compensation coverage.

V. Responsibility for Review

The Human Resources Director, or designee, shall be responsible for reviewing this policy as needed, or at least every two (2) years.

Revision Summary

Revision Level	Date Revised
1	11/2025

Volunteer Application

Instructions – Please read carefully:

Please read thoroughly and fill out this application completely. Incomplete applications will not be considered.

Department:

Department for which you wish to volunteer for:

Library Police Recreation Other:

Personal Information:

Name (First, Middle Initial, Last):

Address (Street, City State, Zip Code):

Phone Number:

E-Mail Address:

Do you have any relatives employed by the City of Bozeman? YES NO

If “yes”, provide name and relationship

Are you over the age of 18: YES NO

Date of Birth:

Employment:

Have you previously volunteered or worked for the City of Bozeman? YES NO

Are you currently employed? YES NO

Employer Name:

Employer Address (Street, City State, Zip Code):

Employer Phone Number:

Relevant Skills:

Please list all skills, knowledge, and abilities **relevant** to a volunteer position:

1. Office/Technical Skills:

2. Customer Service Skills:

3. Other:

Type of Volunteer Interested In: check all that apply

- Consistent volunteer* means an individual who volunteers more than 15 hours per month.
- Regular volunteer* means an individual who volunteers between one and fifteen hours per month.
- Casual volunteer* means an individual who volunteers for a special activity that takes place only once or twice in a calendar year.

Availability:

Days of the week you are able to volunteer:

- Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Hours per week you are able to volunteer:

Agency Wide Question:

Have you been convicted under criminal law or traffic regulation within the last seven years?

- Yes No (An affirmative answer will not automatically disqualify you from being considered for a volunteer assignment.)

If "yes", provide date, location, and disposition of each case (use additional sheets if necessary.)

Applicant Certification:

I hereby certify that the facts set forth above in my application are true and complete to the best of my knowledge. I am aware that falsifications or misrepresentations may disqualify me from consideration for a volunteer assignment. I understand that I am not submitting an application for employment and that a volunteer assignment can be terminated at the discretion of the City with or without notice or cause.

Signature: Date:

Parent/Guardian Name if under the age of 18:

Parent/Guardian Signature if Under the Age of 18:

VOLUNTEER WAIVER & RELEASE OF LIABILITY

1. Waiver and Release: I agree to release, defend, indemnify, and hold harmless the City of Bozeman (the City), its agents, representatives, employees, and officers, from any and all claims, demands, actions, fees and costs (including attorney’s fees and the costs and fees of expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) my negligent, reckless, or intentional misconduct; or (ii) any negligent, reckless, or intentional misconduct of any of the my agents.

I also waive any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to my participation in the volunteer program except “responsibility for the person’s own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent” as per 28-2-702, MCA.

2. Benefits: Volunteer understands that the scope of Volunteer’s relationship with the City is limited and that no compensation is expected in return for services provided by Volunteer. The City will not provide any benefits traditionally associated with employment to Volunteer. I expressly waive any such claim for compensation or liability on the part of the City.

3. Assumption of Risk: I understand that the services I provide to the City may include activities that may be hazardous to me or involving inherently dangerous activities including, but not limited to driving, lifting, pushing, pulling, use of cleaning chemicals, etc. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and release the City from all liability.

4. Withdrawal: The City reserves the right to immediately remove any volunteer if, at the sole discretion of the City, the volunteer’s conduct while participating in volunteer activities on City property or right-of-way is determined to be inconsistent with the Volunteer Policy and Agreement or violates any local, state or federal law.

This agreement is binding on my heirs, executors, administrators, assigns, and applies to all losses, whether known or unknown, suspected or unsuspected, related to my participation in this activity.

Volunteer Name: _____

Volunteer Signature: _____

Parent/Guardian Signature: _____

Date: _____

VOLUNTEER PHOTO AND VIDEO RELEASE

Photo and Video Release: I, _____, hereby grant the City of Bozeman the absolute and irrevocable right and permission to use any photographs/video taken during my volunteer activities for any legal use, including by not limited to: publicity, illustration, advertising, and web content. I grant the City of Bozeman permission to use these photos freely and at any time and understand that the City of Bozeman will not contact me before using this photo. I understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

I hereby release and discharge the City of Bozeman from any and all claims and demands arising out of or in connection with the use of photographs/videos, including without limitation any and all claims for libel or invasion of privacy. I have read the foregoing and fully understand its contents.

Volunteer Name: _____

Volunteer Signature: _____

Parent/Guardian Signature: _____

Date: _____

VOLUNTEER AGREEMENT

City Employment

A volunteer's service may be considered when evaluating the qualifications of the volunteer seeking employment with the City of Bozeman.

Volunteers are not eligible to apply for any internal positions and must be hired through a competitive external selection process in accordance with State law.

Conduct

All volunteers are expected to conduct themselves in a safe, courteous, and legal manner while participating in activities on City of Bozeman property or right-of-way.

Drug and Alcohol Free Workplace

The City of Bozeman is committed to maintaining a work environment which is drug and alcohol free. The unlawful and unauthorized use, possession, manufacture, distribution, or sale of a controlled substance and/or alcohol on City premises or off City premises while conducting City business is prohibited. Volunteers may not be under the influence of or impaired by drugs or alcohol while volunteering.

Injury Reporting

Volunteers must immediately report all work related accidents to their supervisor, even if there is no need for medical attention. Supervisors must notify Human Resources and the department head about any workplace injuries as soon as possible, but no later than 48 hours after the incident. As needed, Human Resources will work with volunteers to complete a first report of injury to be submitted to the City's workers compensation carrier.

Non-Discrimination

The City complies with [City Commission Resolution 4243](#) and is committed to fostering a welcoming, inclusive, and respectful volunteer program. The City supports the diversity of the community and promotes inclusiveness in all public endeavors. All volunteers are expected to be treated and treat others with dignity and respect.

Sexual Harassment

City employees and volunteers have the right to work in an environment free of sexual harassment or any other form of unlawful harassment. The City does not condone nor does it permit sexual harassment of anyone, whether engaged in by fellow employees, supervisors, agents, contractors, or other non-employees who conduct business with the City. Any volunteer who violates this policy will be immediately discharged.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressures for sexual activity to physical assault.

Any volunteer who becomes aware of any possible harassment directed toward themselves, another volunteer, or an employee should immediately advise their supervisor or Human Resources.

Workplace Violence

The City supports a work environment and workplace free of violence. As such, workplace violence, threats of violence, intimidation, and other disruptive behavior are strictly prohibited at the City of Bozeman. Workplace violence is defined as any act of creating an environment in which a reasonable person is given cause to feel threatened or intimidated. All employees and volunteers are responsible for maintaining a workplace free of violence. Any volunteer who is concerned about or observes workplace situations that may result in violence should immediately report the situation to a supervisor or Human Resources.

VOLUNTEER AGREEMENT

Acknowledgment

By signing this form, I acknowledge I received a copy of the Volunteer Agreement. I have familiarized myself with the material contained in this Agreement and I understand how it applies to my volunteer role with the City of Bozeman.

I acknowledge that the City reserves the right to immediately end a volunteer assignment if, at the sole discretion of the City, the volunteer's conduct while participating in volunteer activities on City property or right-of-way is determined to be inconsistent with the Volunteer Policy or Agreement or violates any local, state, or federal law.

Volunteer Name: _____

Volunteer Signature: _____

Parent/Guardian Signature: _____

Date: _____

VOLUNTEER CONTACT INFORMATION & EMERGENCY CONTACT

CONTACT INFORMATION	
Name	
E-Mail Address	
Phone	
Mailing Address	

EMERGENCY CONTACT	
Name	
Relationship	
Phone Number	
<input type="checkbox"/> In State <input type="checkbox"/> Out of State	