# Community Service Policy 503



#### Purpose

HFH of Douglas County Minnesota, Inc. ("Habitat") relies on volunteers to help on our build site and in the ReStore. The purpose of this policy is to outline the procedures for volunteers seeking to complete community service at a Habitat site.

### Policy

To be eligible to use Habitat as a source for completing community service hours, the individual shall:

- Be 18 years of age or older
- Provide a valid I.D.
- Provide written documentation that states their name, the specific offense, the amount of hours to be served and the time limit to complete the court ordered hours on the Community Service Application (see reverse)
- Complete all necessary documentation
  - The Annual Volunteer Waiver
  - The Habitat Volunteer Code of Conduct
  - Community Service Application

The sentence must not involve:

- Any convictions of a violent nature (assault of any type)
- Any convictions of an offense of a sexual nature
- Any convictions of theft or burglary
- Any crimes against minors

Habitat reserves the right to deny any individual in need of court-ordered community service hours the ability to volunteer with the organization based on the nature, type, and/or specifics of the offense.

Upon receipt of the above forms, the Community Engagement Manager will verify the offense does not conflict with our policy. Once approved, the volunteer may be scheduled.

Individuals volunteering to complete community service hours shall track and hand in their own hours.

Habitat reserves the right to terminate this agreement for community service if the participant is in any way uncooperative, unproductive, disruptive or in any other way negatively impacts the accomplishment of the daily goals.

Date	Modification	Approved by
April 22, 2021	Initial policy approval	Board of Directors
March 30, 2023	Reviewed branding, grammar, content	Board of Directors
January 2024	Add county and state filing requirement	

Ŵ	Habitat for Humanity <sup>®</sup> of Douglas County
	Minnesota

## **Community Service Application**

Name:			
Current address:			
		nail:	
Age:	Birthdate:	Gender:	
Emergency contact:			
Phone number:		Relationship:	
Number of hours to be co	ompleted:	Date hours due:	
Availability:   weekdays  weekends		Time availability: 🗆 mornings 🗆 afternoons	
□ These hours are for high	gh school/college class.		
School:			
Course/Instructor			
	ourt-ordered community servic		
Charge(s):			
County and State	where charges were filed:		
Probation Officer		inty State	
Probation Officer			

By my signature, I state that I have read and agree to Habitat for Humanity of Douglas County's policy regarding Community Service volunteers. I understand that I will be notified if I do not qualify to serve at Habitat for Humanity of Douglas County.

Signature of Applicant

Date

Please submit this completed application to <u>info@hfhdouglascounty.org</u> or in person directly to Habitat's secure drop box located near the front office door. Call 320-762-4255 with questions.

## WHADITAT FOR HUMANITY of Douglas County, Minnesota

2024 ADULT Volunteer Agreement, Annual Release and Waiver of Liability

#### PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed on this \_\_\_\_\_day of \_\_\_\_\_ 2024, by \_\_\_\_\_, (the "Volunteer"), in favor of Habitat for Humanity of Douglas County, Minnesota, Habitat for Humanity International, Inc. and any other Habitat for Humanity affiliated organization\* and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities ("Activities") related to being a volunteer. I understand that my Activities may include but are <u>not</u> limited to the following: working in Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing, repairing, and rehabilitating residential buildings; other construction-related activities; and other in-person and/or online volunteer activities.

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, instability, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties not to pay ransom or make any other payments to secure the release of hostages.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

**Release and Waiver**. I, the Volunteer, acknowledge and understand that participation in the Activities may involve certain risks, including, but not limited to, personal injury(ies), bodily injury, illness, permanent disability, property damage, loss and/or death ("Risks"). These Risks include, but are not limited to exposure to and/or infection with COVID-19 and/or other viruses and/or bacterial infection even in ideal conditions, and despite any and all reasonable efforts made to mitigate such Risks. I further acknowledge and agree that, due to the nature of the Activities, social distancing of six feet per person will not always be possible and that my participation in the Activities may result in an elevated risk of contracting COVID-19 and/or other viruses and/or bacterial infection.

I, the Volunteer, further confirm that prior to engaging in the Activities, I may be required to complete a COVID-19 health screening questionnaire provided by one or more of the Released Parties. I agree that I will answer all questions on the questionnaire truthfully. I agree to not participate in any Activities if, at such time and to the best of my knowledge, I am a carrier of COVID-19 or infected with COVID-19. I further agree to follow all safety precautions outlined by any Released Party while volunteering.

In consideration of and in order to be allowed to participate in the Activities, I do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to Risks, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct. In addition, the Released Parties shall have the benefit of any future liability protection for businesses as relating to the COVID-19 pandemic passed by any governmental entity to which the Released Parties are subject.

I understand and acknowledge that by signing this Release I knowingly assume the Risks associated with the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage. Regarding any illness or virus, including COVID-19, I, the Volunteer, understand that even if I follow all guidelines for the prevention and handling of any illness or virus, including COVID-19, there is still a risk that Volunteer could contract such virus or illness.

I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of build site activities, solely as outlined by the Released Parties, I understand that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.

**Consent to Transportation and Medical Treatment**. I consent to the use of first aid treatment and the use of generic and over-thecounter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care

\*Each Habitat for Humanity affiliate is an independently owned and operated non-profit corporation. Habitat for Humanity International, Inc. does not own, operate or control the activities of Habitat for Humanity affiliated organizations.

provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the parent(s) having legal custody and/or the legal guardian(s) of the Volunteer also hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand and action whatsoever brought by such volunteer or on his/her behalf which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment as set forth in the Parental Authorization for Treatment of, and Travel With, a Minor Child.

**Insurance.** I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

**Confidentiality**. I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

Photographic/Recording Release. I hereby grant and convey unto the Released Parties all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

**Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clauses or provisions shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right.

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

VOLUNTEER (please print):				
Signature:				
Address:	City:	State:	Zip:	
Phone: (C)	(H)			
Date of Birth:	Email:			
I would like to receive the following communication from Habi	tat: □ monthly E-ne	wsletters	wsletters	
EMERGENCY CONTACT INFORMATION				
Name:	Re	elationship:		
Address:	City:	State:	Zip:	
Primary Phone: (H/C/W-circle one)	Second	lary Phone: (H/C/W)		
E-mail:				

Bring form to worksite or mail to: Habitat for Humanity of Douglas County, 1211 N Nokomis NE, Alexandria MN 56308 | 320-762-4255



## **Volunteer Code of Conduct**

Becoming a Habitat volunteer comes with great rewards and responsibilities. Volunteers like you are representatives of Habitat for Humanity and its ministry. When you accept a volunteer role with Habitat for Humanity, you are committing to act in a way that promotes Habitat's mission, respects the local community, and ensures the safety of all participants. In addition to complying with all laws, regulations and Habitat for Humanity policies, all volunteers are expected to follow the volunteer code of conduct outlined below.

1. **Promote a respectful community**: Treat all volunteers, employees and community members with respect, courtesy, and dignity. This includes avoiding the use of humiliating, demeaning, offensive, or otherwise insensitive language that fails to respect the dignity of the person. Volunteers are also expected to refrain from engaging in intimidation, physical, sexual, and/or emotional violence toward others. Help promote a welcoming, respectful environment by making efforts to understand and honor the local culture and by following all rules and policies set forth by a Habitat program staff member or supervising volunteer. Use of social media should be governed by the principles of respecting and protecting vulnerable populations while preserving their dignity and privacy. You are discouraged from posting anything on social media that permits beneficiaries from being identified and/or traced.

2. Respect the human rights of all people and protect beneficiaries and community members from exploitation and abuse. All Habitat volunteers must model behavior consistent with the Habitat for Humanity International Safeguarding Policy which protects staff, beneficiaries, and community members (especially vulnerable adults and children) from exploitation and abuse. Inappropriate physical or sexual relationships with other volunteers is prohibited. Under no circumstances, may volunteers engage in sexual activity with a child (a person under the age of 18, regardless of the legal age of consent and local laws), any Habitat staff or beneficiaries, or any community members. This includes not procuring commercial sex acts, even where such activities are permitted by local laws.

3. **Prioritize site safety**: Safety rules and guidelines on the volunteer site have been created to keep you and others safe as you volunteer and must be followed. Activities that pose a safety risk to yourself or others should be avoided. Report any unsafe working conditions to the onsite supervisor.

4. **Uphold a zero-tolerance policy for alcohol, drugs and weapons**: The purchase or possession of drugs or weapons is strictly prohibited on Habitat for Humanity property and volunteer sites. The purchase or possession of alcohol is also strictly prohibited on Habitat for Humanity volunteer sites, even if permitted by local laws or by the laws of the volunteer's home country.

5. **Follow the gift giving policy**: To avoid potential misunderstandings, embarrassment, injured feelings or jealousy, volunteers are asked not to exchange gifts with Habitat beneficiaries, staff members or community members without consulting Habitat staff. Volunteers may speak with a staff member about appropriate ways to exchange gifts and our staff is happy to suggest gifts that will benefit the entire community.

6. **Protect ministry assets**: Use reasonable care to protect all Habitat for Humanity resources. Stealing, misappropriation or diversion of Habitat for Humanity funds, property, or other assets for personal benefit is not permitted, nor is otherwise engaging in fraudulent activity regarding Habitat for Humanity's assets, operations, or beneficiaries.

7. **Maintain confidentiality**: Build trust with other volunteers and Habitat for Humanity by respecting the confidentiality of volunteers, staff, Habitat beneficiaries, and community members. Unless you receive prior written approval from HFHI, you will not disclose confidential HFHI information or confidential information given to you by others.

8. **Speak up**!: Habitat for Humanity embraces a "see something, say something" culture. If you become aware of potential misconduct, help reinforce our culture of courage and accountability by sharing your concerns with an appropriate Habitat staff or supervising volunteer. You can also anonymously report potential misconduct through MySafeWorkplace.com.

I acknowledge that I have read, understand and agree to be guided by this volunteer code of conduct.

I commit to helping safeguarding the rights and dignities of all people I encounter during my volunteer service with Habitat.

I understand that I have a responsibility to report any potential misconduct to an appropriate Habitat staff or through MySafeWorkplace.com.

I understand that HFHI has the right to release me from my volunteer position at its discretion. I also understand that I am responsible for any costs that I may incur due to a violation of the code of conduct.

Name:\_\_\_\_\_

Signed:\_\_\_\_\_

Date: \_\_\_\_\_

(For office use only:  $\Box$  entered in etap)



## **Confidentiality and Background Authorization Policy and Agreement**

This policy applies to all Habitat for Humanity of Douglas County (Habitat) and ReStore Board of Directors, staff members, and volunteers with access to sensitive or confidential information. Because Habitat considers certain information to be sensitive, confidential and/or proprietary, all persons in the groups identified above are hereby provided with instructions on the confidentiality of information and records, and each person must sign this Confidentiality Agreement.

All persons shall use good judgment in communicating sensitive information to persons not authorized or beyond the scope of this agreement, and should check with higher or appropriate authority should any uncertainty arise.

A partial list of restricted information can include but is not limited to the following:

- Business information such as financial data or plans and strategies
- Personal information of our applicants and homeowners
- Personal information of our staff or volunteers
- Internal organizational issues or problems
- Fundraising and donor proposals, data, and personal information
- Computer access codes and passwords
- Online account login information
- Personnel actions, such as promotions, demotions, performance appraisals, etc.
- Legal advice, opinions, and documents
- Any other information designated as Confidential

When discussing or transmitting confidential information, the following guidelines should be followed:

- Do not reveal any confidential information unless you are authorized to do so
- Be sure that confidential information is properly concealed or protected before transmittal
- Ensure that the recipient has a legitimate need to know the confidential information
- Avoid displaying confidential information where it can be easily observed
- Immediately inform a responsible person of the loss of any confidential information
- Do not reproduce or distribute confidential information without authorization from an appropriate authority
- Secure confidential documents in locked storage
- Properly dispose of all confidential information

Habitat for Humanity of Douglas County screens all potential staff (whether paid or unpaid), board and committee members and key volunteers through the National Sex Offender Public Registry and Minnesota Public Criminal History. By signing this form, you are submitting to such inquiry.

#### I have read, fully understand, and agree to adhere to this policy.

Print name:		Signature:	
Date:		Date of Birth (for background study): _	
Affiliate Role:	Staff	Board/Committee Member	XVolunteer-Community Service