

MEMORANDUM OF UNDERSTANDING

CLASSIFIED EMPLOYEE SERVING AS EXTRACURRICULAR VOLUNTEER

Date: _____

Employee: _____

Employee's Regular Position: _____

Description of Extracurricular Volunteer Activity: _____

Explanation

Adult volunteers, serving as coaches, sponsors, chaperones, and mentors, often provide support for many extracurricular student activities offered by the Carteret County Public Schools. As a result of concern over wage and hour issues in terms of minimum wage and overtime, prior to a practice that now permits this Memorandum of Understanding, classified employees have not been allowed to serve as volunteers for student extracurricular activities. This essentially prevented only one group of otherwise qualified citizens in the county from volunteering - classified employees of the school system. With regularity, many classified employees have offered to volunteer - only to be disqualified by their school principals under school system's prior policy. However, the school system has studied the issue and determined that bona fide volunteer service to an extracurricular student activity will not be an extension of Employee's regular job functions. Therefore, like all other qualified citizens in the county, classified employees are now permitted to serve as adult volunteers to extracurricular student activities as long as they are true volunteers according to the terms of this Memorandum of Understanding.

Memorandum of Understanding

Employee volunteers to fill the Extracurricular Volunteer Activity described above and agrees and stipulates as follows:

1. Volunteer. Employee acknowledges and stipulates that coaching, sponsoring, mentoring and/or chaperoning the Extracurricular Activity described above is not in any shape or form a condition of his/her employment, or continued employment, in his/her Regular Position and is not within, or an extension of, the job function of his/her Regular Position. Employee of his/her own volition, and as a community service, volunteers to serve as a coach, sponsor, mentor, and/or chaperone, or assistant to any of these, as stated above.
2. No Compensation. As a volunteer, Employee acknowledges and agrees that that he/she will not receive compensation, and is not entitled to receive compensation for his/her volunteer activity including minimum wage or overtime. Employee may receive any stipend normally paid

to volunteer coaches, sponsors, mentors, and/or chaperones, or assistants thereof, by the school to defray the volunteer's expenses incurred in the activity. Payment and receipt of a stipend does not change the legal nature of the volunteer arrangement.

3. Driving Activity Buses. Notwithstanding the foregoing, Employee will not be permitted to drive an activity bus, or provide other student transportation, as part of his/her volunteer service. Most classified employees are required to drive buses as part of their job functions and therefore, unlike the volunteer activities described herein, bus driving may well be an extension of their employment duties. However, Employee will be permitted to drive an activity bus if the school principal makes advance arrangements to pay the Employee minimum wage and/or overtime from local school funds for the actual time Employee is driving a bus.

4. Genuine Volunteer. Employee stipulates and agrees that he/she is truly volunteering to coach, sponsor, mentor, and/or chaperone and has not been pressured, overtly or otherwise, by his principal or other school administrator to volunteer. Employee acknowledges that his/her continued employment, or new employment, as a classified employee with the Carteret County Public School System is in no way conditioned on his/her agreeing to volunteer. If Employee believes that he/she has been pressured by his/her principal or other school administrator to volunteer for the activities described herein, he/she has the right and duty to bring the situation to the attention of the Assistant Superintendent for Personnel, Policy, & Student Services, or to the attorney for the Carteret County Board of Education, for redress.

5. Duration/Termination at Any Time. This Memorandum of Understanding shall continue for as long as the parties are satisfied with the arrangement. Employee has the right to terminate his/her service as a volunteer at any time. As with any volunteer in any school, the school's principal has the right to remove the Employee as a volunteer for any reason the principal deems appropriate.

6. No Workman's Compensation. As a volunteer, Employee will not be covered by the school system's workmen's compensation insurance. It is acknowledged by Employee that as a volunteer, he/she will not receive the protection or benefits of workmen's compensation should he/she be injured or become sick while serving as a volunteer, or related to his/her service as a volunteer, and Employee specifically assumes the risk of injury or illness related to volunteering.

Employee signs this Memorandum of Understanding to signify his/her service as a volunteer under the provisions hereof.

Employee

School principal

School