INDIAN AFFAIRS
DIRECTIVES TRANSMITTAL SHEET

(modified DI-416)

DOCUMENT IDENTIFICATION NUMBER	SUBJECT	RELEASE NUMBER
NPM-HR-9	Volunteer Services Program	#07-09
FOR FURTHER INFORMATION Office of Human Capital Management		DATE OCT 09 2007

EXPLANATION OF MATERIAL TRANSMITTED:

The Department of the Interior Volunteer Recruitment Act of 2005 grants permission to establish a Volunteer Services Program to permit the BIA/BIE to accept volunteers, without compensation, who possess competencies that can assist the Bureaus in support in achieving mission objectives.

/sgd/ Debbie L. Clark

Debbie L. Clark
Deputy Assistant Secretary – Indian Affairs Management

FILING INSTRUCTIONS:

Remove: None

Insert: NPM-HR-9 (New)

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

TAKE PRIDE IN AMERICA

National Policy Memorandum

Assistant Secretary - Indian Affairs
Deputy Assistant Secretary – Management
Office of Human Capital Management

Number: NPM-HR-9
Title: Volunteer Services Program

Effective: OCT 09 2007
Expires: OCT 09 2008

1. Purpose

The purpose of this memorandum is to establish the Volunteer Services Program (VSP) in the Bureau of Indian Affairs (BIA), and the Bureau of Indian Education (BIE). The VSP is designed to permit the BIA and BIE to accept volunteers, without compensation, who possess competencies that can assist the Bureaus in achieving mission objectives.

2. Scope

The Volunteer Services Program covers all positions in the BIA/BIE except those positions in law enforcement work, in regulatory and enforcement work, and in policy making processes. The VSP may not be used to displace any employee of the Bureaus. A volunteer cannot be involved in hazardous duty work unless a determination is made by the supervisor of the position that the individual is skilled in performing hazardous activities.

No volunteer may perform work on private property unless the supervisor of the volunteer obtains appropriate consent from the property owner to enter the property.

3. Policy

It is the policy of Indian Affairs to hire volunteers under the authority of the Department of the Interior Volunteer Recruitment Act of 2005 for identified positions in the BIA and BIE to assist with, or facilitate the programs of the Bureaus.

4. Roles and Responsibilities

The Deputy Assistant Secretary – Management is responsible for administering this policy.

The Office of Human Capital Management is responsible for providing information and guidance to managers, supervisors, and employees.

Servicing Human Resources Offices are responsible for assisting managers and supervisors in implementing the provisions of this program.

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Managers and Supervisors are responsible for identifying positions that can be filled under the VSP, and working with their servicing Human Resources Office to implement the VSP to identify and hire outstanding individuals in occupations for which the IA has hiring needs that can be addressed by volunteers. Supervisors must provide adequate and appropriate supervision for each volunteer under their direction. Supervisors of positions involving hazardous duty work must make a determination that the volunteer is skilled in performing hazardous activities. No volunteer may work on private property unless the supervisor of the volunteer obtains appropriate consent to enter the property from the property owner.

Supervisors may provide for services and costs incidental to the use of volunteers, including transportation, supplies, uniforms, lodging, subsistence (without regard to place of residence), recruiting, training, supervision, and awards and recognition (including nominal cash awards).

Supervisors must complete the attached "Individual Volunteer Services Agreement" with each volunteer and retain the original for their files. These files must be retained for audit and reporting purposes. There is no need to submit a copy to your servicing human resources office.

5. Federal Employment Status of Volunteers

Volunteers are not Federal employees and are not subject to the provisions relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits.

Volunteers are Federal employees for purposes of tort claims; workers' compensation; and claims relating to damage to, or loss of, personal property of a volunteer incident to volunteer service.

Volunteers are subject to the provisions of Federal criminal law concerning bribery, graft, and conflicts of interest.

Volunteers may be subject to background investigations and/or drug screening as a condition of appointment to certain positions.

6. Applicability of Indian Preference

Indian Preference does not apply to selection of volunteers under the Volunteer Services Program since these volunteers are not "appointed" to positions in either Bureau.

7. Approval

10-09-2007

Debbie L. Clark
Deputy Assistant Secretary – Indian Affairs (Management)

Date

Attachment
Individual Volunteer Services Agreement

#07-09
New

OCT 09 2007

INDIVIDUAL VOLUNTEER SERVICES AGREEMENT

1a. Name of Volunteer (print or type): _____
1b. Social Security Number: _____
1c. Date of Birth: _____
1d. Address (include zip code): _____
_____
1e. Home Telephone Number (include area code): _____ __ ___ _____ ___ _____

2a. Person to Notify in an Emergency: _____
2b. Relationship to Volunteer: _____
2c. Address (include zip code): _____
_____
2d. Telephone Number (include area code): _____

3. Agreement by Volunteer: I offer and agree to perform the services described below without compensation to assist the Bureau of Indian Affairs/Bureau of Indian Education (hereinafter referred to as "Bureau"), in accord with the following understandings:
a. I will contribute my services from _____ (date) to approximately _____ (date).
b. This volunteer service will not confer on me the status of a Federal employee; however, while acting within the scope of this Agreement, I am covered under the provisions of the:

1. Federal Tort Claims Act, which protects a Federal employee from liability for injury or damage to others while the employee is acting within the scope of his or her duties, and
2. Federal Employees Compensation Act, which authorizes compensation for work-related injury.

c. If I am less than 18 years old, my parent or guardian consents to this Agreement by signature below.
d. I understand the health and physical conditions requirements for performing the services described in item 4 below, and certify that I know of no physical condition or limitation that may adversely affect my ability to perform these services.
e. Either I or the Bureau may terminate this Agreement at any time by notifying the other party in writing.
f. Because volunteers are not Federal employees, their volunteer service will not be creditable for leave accrual, retirement, or other benefit purposes if they later accept a Federal appointment.

Signature of Volunteer _____
Date _____

Signature of Parent or Guardian _____
(if volunteer is under 18)

Date _____

4. **Project Description** (attach an additional sheet if necessary):

_____
_____
_____
_____

Supervisor _____
Title/Position _____
Division/Office/Location _____
Organizational Code _____
Telephone _____

5. Agreement by the Bureau: Under the authority of the Department of the Interior Volunteer Services Act and Appropriations Act, the Bureau accepts this offer. While this Agreement is in effect:
a. The volunteer is covered by the provisions of the Federal Tort Claims Act and the Federal Employees Compensation Act.
b. The Bureau will provide for such materials, supplies, equipment, support services, and facilities as are needed and are available to accomplish this project, except as may be specified in an attachment, marked _____ .

Signature of Bureau Official _____
Name (print or type) _____
Title/Position _____
Office/Location _____
Date _____

6. **Time and Attendance**: The volunteer must maintain a timesheet to ensure coverage in case of injury and to verify creditable experience for employment purposes.

7. **Additional Information**:
a. Volunteer Source (be specific) _____
b. Bureau Retiree ( )
c. Faculty ( ) **d.** Student ( ) **School** _____

8. **Termination of the Agreement**:
a. Total number of hours contributed by volunteer _____
b. This Agreement was terminated on _____ (date)

_____ _____
Signature of Bureau Official **Date**

_____ _____
Signature of Volunteer **Date**

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (5 U.S.C. 552a): 5 U.S.C. 301 authorizes collection of information requested on this form, and Executive Order 9397 authorizes use of social security numbers to identify individual personnel records. The personal data will be used when emergency contact is necessary. Furnishing this information, including the social security number, is voluntary, but failure to provide may result in non-acceptance as a volunteer.