



March 3, 2011

**Dear Volunteers, Supporters and Other Friends of the Massachusetts State Park System,**

The Department of Conservation and Recreation (DCR) is pleased to introduce a draft policy and procedures for engaging volunteers in the care and stewardship of the Massachusetts State Park system. These new procedures reflect the Commonwealth's commitment to encouraging public involvement in the protection and care of these special landscapes and facilities. They are guided by an important law (G. L. c. 21 § 17G) signed by Governor Patrick that encourages volunteerism and establishes new liability protections for individuals and organizations engaged in park stewardship activities. DCR is releasing this draft policy and procedures for public review and comment and plans to issue the final policy in April, 2011. The policy is available on DCR's homepage at [www.mass.gov/dcr](http://www.mass.gov/dcr).

*Volunteers in Massachusetts State Parks*

DCR and its professional staff are proud of our role as the primary caretaker of more than 450,000 acres of the Commonwealth's natural, historic and recreational resources for the use and enjoyment of Massachusetts residents and visitors. In addition to professional management, we believe that all residents and visitors have a role to play in protecting, preserving and enhancing these resources. Therefore, DCR is committed to welcoming, facilitating and effectively and safely involving Volunteers in the stewardship of the Commonwealth's natural and cultural resources in the Agency's care.

The draft policy, *Managing Volunteers on DCR Property*, is intended to facilitate safe and effective citizen stewardship consistent with the professional management of the natural, cultural and recreational resources under the Agency's care. The policy:

- Establishes procedures for ensuring effective communication between volunteers and agency staff.
- Creates a through and efficient process for reviewing volunteer initiatives.
- Provides streamlined mechanisms for non-profit organizations that produce numerous volunteer activities each year.
- Offers liability protection to volunteers who perform work on DCR lands consistent with the policy.
- Introduces new procedures to document volunteer service hours and contributions.
- Establishes a volunteer recognition program.

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

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Edward M. Lambert Jr., Commissioner  
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DCR believes this new policy will help facilitate consistently safe and effective volunteer experiences while ensuring that park resources benefit both from the inspiration of volunteers and the professional stewardship of DCR staff.

To share your comments on this draft policy, please respond by March 31<sup>st</sup> via email or mail as noted below.

By Email:                   Mass.parks@state.ma.us.  
Include the **Volunteer Policy Comments** in the title.

By Mail:                    Attn. Volunteer Policy Comments,  
Department of Conservation and Recreation  
251 Causeway St., Suite 600  
Boston, MA 02114

We appreciate the suggestions and ideas shared by many supporters and volunteers in the development of this policy and we look forward to your further review of this document. We also truly appreciate your past contributions to park stewardship and support for these special facilities and landscapes. We look forward to continuing our partnerships in support of Massachusetts State Parks in 2011.

Sincerely,



Edward M. Lambert, Jr.  
Commissioner

<b>Managing Volunteers on DCR Lands</b>			Policy #
Effective Date:			Last Revised: March 2, 2011
Contact Person:			Phone:
Approval:, <i>Commissioner</i>			Signature:
Internal Review:			
Secretary, EOEA	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
Commissioner's Office	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
Deputy Commissioner(s)	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
--1. Jack Murray	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
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--1. Samantha Overton	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
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Department/Bureau Chief(s)	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
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General Counsel	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
1. Tom LaRosa	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
External Affairs	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
1. Wendy Fox	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	
A&F Labor Relations			
1. Kevin Whalen	<input type="checkbox"/> N/A <input type="checkbox"/> Approved	Date:	

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## INTRODUCTION

The Department of Conservation and Recreation (the “Department” or the “Agency”) is committed to welcoming, facilitating and effectively involving Volunteers in the stewardship of the Commonwealth’s natural and cultural resources in the Agency’s care. Volunteering is as old as the “Parks Movement” itself. Today, Volunteers play an important role in caring for parks across the Commonwealth and the nation. Volunteering in parks offers the opportunity for social interaction and physical exercise while performing work that reflects a Volunteer’s personal values.

As valuable as Volunteers are, they do not replace the essential management of professional staff. DCR is truly fortunate to have numerous dedicated, professional staff who lend their expertise to the Massachusetts park system. Their talents for resource protection, public service, and management of both staff and volunteers are the backbone of the Commonwealth’s park system. Appropriate volunteer management protects the Volunteer, DCR professional staff, the resources under DCR’s care and the taxpayer. Without adequate management, volunteers could injure themselves or other visitors, damage sensitive natural resources, or create liability for the Commonwealth that must be borne by the taxpayer.

This policy is guided by legislation which directs DCR to establish guidelines and standards for Volunteers to participate in stewardship activities on DCR property. In 2007, the Legislature enacted “An Act Relative to Volunteers at State Parks” which declared “that Volunteer activities and events serve an important public purpose, assist in the enhancement, preservation and improvement of the park system in the commonwealth, and that a program is required to help foster and assist in the stewardship of [DCR] properties through encouraging Volunteer activities and partnerships with nonprofit organizations.” See St. 2007, c. 208, as codified in G. L. c. 21 § 17G. The Act authorizes DCR to enter into agreements with nonprofit organizations regarding volunteers’ participation in stewardship, fundraising or special events activities on department property (“Stewardship Agreement”). Section 17G (c). The legislation also provides liability protection to Volunteers in particular circumstances; and anticipates DCR’s co-sponsorship of fund-raising and special event activities by Nonprofit Organizations when the activities promote a public purpose related to DCR and the funds generated are used to directly support or improve a DCR facility or program. By following this policy and the management procedures, DCR staff can provide Volunteers with a safe and effective stewardship experience while ensuring that park resources benefit both from the inspiration of volunteers and the professional stewardship of DCR staff.

## DEFINITIONS

For the purposes of this policy, the following definitions shall apply:

**Co-sponsor** shall mean DCR’s determination to assume joint responsibility with a Nonprofit Organization for the events or activities set forth in a Stewardship Agreement upon due execution of said agreement.

**Nonprofit Organization** shall mean a Friends Group<sup>1</sup> or Organized Community or Activity Oriented Group<sup>2</sup> that is either (A) described in section 501(c)(3) of title 26 of the United States

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<sup>1</sup> **Friends Groups** are organized to support a specific park or group of parks and play an instrumental role in projects that include, but are not limited to, organizing events, advocating for park resources, promoting park activities, and raising money to support park programs and park infrastructure improvement.

<sup>2</sup> **Organized Community or Activity Oriented Groups** are scouts groups, civic organizations, garden clubs, trail groups and other groups that support a park or group of parks as a secondary aspect of their

Code and exempt from tax under section 501(a) of such title and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note); or (B) a not-for-profit organization which is organized and conducted for public benefit and operated primarily for charitable, civic, educational, religious, welfare, or health purposes and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note). See G. L. c. 21, § 17G.

**Stewardship Activity** means an activity undertaken on DCR property that does not include fundraising; such activities may include, but are not limited to, trail clearing, planting, trash pickup.

**Volunteer** shall mean an individual performing services for a Nonprofit Organization or a governmental entity (DCR) who does not receive either compensation (other than reasonable reimbursement or allowance for expenses actually incurred<sup>3</sup>) or any other thing of value in lieu of compensation, in excess of \$500 per year; such term includes a volunteer serving as a director, officer, trustee, or direct service volunteer. See G. L. c. 21, § 17G. The definition of volunteer in the statute has the same meaning as stated in 42 U.S.C. 14505. The federal statute places a limit on the level of reimbursement that public and private volunteers may receive, but does not, of itself, provide for reimbursements. Note that DCR does not have a mechanism and cannot provide reimbursements or allowances to volunteers.

**Volunteer Project** shall mean the stewardship, maintenance, interpretive educational activity or any such other fundraising or special event or activity on DCR property that has been duly authorized by DCR under a Volunteer Project Description Form.

**Volunteer Project Description (VPD) Form** shall mean a form that documents a Volunteer Project as duly proposed by an individual Volunteer, Nonprofit Organization or DCR staff, attached hereto as Attachment A.

## **APPLICABILITY**

This Policy sets forth the conditions under which Nonprofit Organizations and Volunteers can engage in Volunteer Projects on DCR properties. This Policy also establishes guidelines, requirements and standards for: (1) authorizing and registering Volunteers to provide stewardship services; (2) the direction, control, safety and supervision of the Volunteers of a Nonprofit Organization; (3) requiring the Nonprofit Organization to provide DCR with an annual accounting of any funds generated and expenditures incurred as a result of the Volunteer Project; and (4) identifying the circumstances under which the Volunteers, while acting within the scope of their volunteer responsibilities under a Volunteer Project Description Form approved by DCR or a Stewardship Agreement duly executed by a Nonprofit Organization and DCR, are regarded as public employees within the meaning of G. L. c. 258<sup>4</sup>.

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organizational mission or purpose. These groups volunteer their skills, energy and expertise on a specific project or projects at DCR properties.

<sup>3</sup> While this reference to reimbursements is included in the federal definition of a volunteer as cited in the G. L. c. 21, § 17G., DCR is not able to reimburse volunteers for expenses incurred.

<sup>4</sup> G. L. c. 21, § 17G(d) provides:

DCR will regard those Volunteers who are performing activities on behalf of DCR under an approved VPD Form or services for a Nonprofit Organization in accordance with a duly executed Stewardship Agreement as public employees within the meaning of G.L. c. 258.

This policy neither applies nor pertains to:

- a. Any activity by a Nonprofit Organization, or its members or individuals that is not authorized by DCR as a Volunteer Project; or
- b. The circumstances under which a volunteer performs services for a governmental agency other than DCR.

## **I. GENERAL VOLUNTEER GUIDELINES**

This section delineates the criteria, procedures and approvals required for all Volunteers and Nonprofit Organizations engaging in volunteer activities on DCR property.

### **A. Types of Volunteers**

A wide range of individuals and organizations volunteer at DCR properties. They range from Boy Scouts and Girl Scouts to senior citizens, and include individuals, families, and members of organizations such as park “friends” groups, civic groups, activity-oriented groups, community groups, corporate groups, religious organizations or youth- service organizations. The organizations may or may not be registered nonprofit (501(c) (3)) organizations.

### **B. Common Volunteer Activities**

Volunteers may perform a wide range of activities depending on the needs of the DCR property or facility. Common volunteer activities include:

- General clean-ups of an area, including litter and refuse removal.
- Greeting, welcoming and assisting park visitors by providing them with necessary information about the facility, local services, the park setting, and points of interest.
- Assisting DCR staff with educational programs or events.
- Removing invasive plant species.
- Researching historical or scientific information regarding park resources or property.
- Maintaining a park’s recycling center; sorting recyclable materials from non-recyclable materials.

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[DCR] shall post on its website for public review and subsequently establish guidelines, requirements and standards for: (1) authorizing and registering volunteers to provide stewardship services; (2) delegating direction, control, safety and supervision of the volunteers to the nonprofit organization; (3) developing accounting and reporting procedures as required in subsection (b); and (4) considering the volunteers, while acting within the scope of volunteer responsibilities for the department or the nonprofit organization, are regarded as public employees within the meaning of [G. L. c.] 258. In a civil action involving a volunteer who is considered a public employee, [DCR] may assert any defense or limitation on liability that the volunteer could have asserted under federal or state law.

- Planting flowers, trees or shrubs to enhance landscaping, create habitat or otherwise enhance a DCR property or facility.
- Performing minor trimming or weeding with hand tools.
- Performing trail maintenance activities such as removing fallen limbs, trimming brush, maintaining drainage structures, blazing trails, or creating steps or bog bridges.
- Organizing activities or events intended to promote public awareness and appreciation for park resources.

**C. Activities Volunteers May Not Perform**

For the protection of the Volunteer and the Commonwealth, Volunteers may not perform any of the following activities:

- Operating state-owned vehicles, including pick-up trucks, “golf carts” or other vehicles. Volunteers may ride as passengers in state vehicles only while performing assigned duties or services.
- Operating state-owned power equipment.
- Operating personal or Nonprofit Organization-owned power equipment such as chainsaws, unless expressly authorized by DCR in a Stewardship Agreement.
- Collecting parking fees, camping fees or other revenue from the public, including disbursement of park funds to the public or other Volunteers.
- Wearing a DCR uniform or representing themselves as DCR employees.
- Any duty or activity that may be considered the enforcement of park rules or regulations or other state regulation or law.

In addition, any proposed Volunteer activity may be denied if, in the Agency’s opinion, the activity (a) presents a safety risk to the Volunteer, DCR employees or the general public; (b) would likely create a negative impression about the Department or the park system; (c) likely imposes additional liability upon the Department; or (d) likely imposes additional costs on the Department.

**D. Facility Staff Responsibility**

DCR staff plays a critical role in ensuring that Volunteers have a successful and productive experience in assisting DCR with stewardship activities. DCR staff will endeavor to identify valuable volunteer stewardship activities for their respective facilities. DCR staff is often the initial point of contact for potential Volunteers and is responsible for assisting with the development of Volunteer Project Description Forms and implementation of this policy.

Subject to available resources, DCR staff shall endeavor to communicate to individual Volunteer and/or the Nonprofit Organization any applicable maintenance and quality standards associated with any applicable Volunteer Project. Unless otherwise stated in a Stewardship Agreement, DCR facility staff shall also endeavor to supervise, train, and coordinate Volunteer activities and provide the necessary tools and supplies to accomplish Volunteer Projects on DCR property.

**E. Volunteer Recognition**

DCR shall develop a volunteer recognition program to honor volunteers based upon the number of hours of service to the Commonwealth.

## **II. FORMS AND PROCEDURES FOR ALL VOLUNTEERS AND ORGANIZATIONS**

This section describes procedures required for (1) all Volunteers performing stewardship activities on DCR properties.

### **A. Volunteer Project Description (VPD) Form**

Any individual Volunteer or Nonprofit Organization or DCR staff member seeking to undertake a Volunteer Project shall complete a VPD Form attached hereto as Attachment A. The VPD Form ensures that DCR staff, the Volunteer and/or Nonprofit Organization have a clear and common understanding of the scale, scope and timing of the proposed Volunteer Project. DCR may approve Volunteer Projects that are part of an annual work plan, coordinated with the Facility Supervisor and detailed in the VPD Form.

The project proponent shall submit completed VPD Forms to the supervisor or manager overseeing the property on which the activity is sought to occur. The supervisor or manager will review the proposal and share with the appropriate DCR District Manager or Regional Director who will review all proposed Volunteer Projects within their jurisdiction to ensure that they meet DCR objectives and mission. The District Manager or Regional Director shall retain a copy of each VPD Form and shall, within two (2) business days of receipt, forward a copy for review to the DCR Labor Relations Liaison, who will in turn make a copy available to DCR's Office of Partnerships.

Within two (2) business days of receipt, the DCR Labor Relations Liaison shall transmit a copy of the VPD Form to the appropriate labor union representative for his/her review and comment. The appropriate labor union representative shall provide any written comments on the proposed Volunteer Project to DCR's Labor Relations Liaison within two (2) business days of receipt. The District Manager or Regional Director shall coordinate with the Labor Relations Liaison to review any comments submitted by the union and shall, within two (2) business days of receipt of such comments, notify the project proponent in writing that the project has been approved, amended or denied.

### **B. Volunteer Release Form**

Prior to starting a Volunteer Project, each Volunteer shall complete and submit to DCR a Volunteer Release Form (Attachment B) for each Volunteer Project duly authorized under a VPD Form.

To be considered a Volunteer under this Policy and to receive the liability coverage provided to an uncompensated public employee associated with the Volunteer Project (under G. L. c. 258), a Volunteer Release Form must be signed and submitted to DCR prior to beginning the volunteer activity.

Volunteer Release Forms should be retained by the DCR facility in a file for the Volunteer Project. Any Volunteer performing an approved and ongoing Volunteer Project need only complete one Volunteer Release Form for that particular Volunteer Project.

Nonprofit Organizations must ensure that all Volunteers performing volunteer services under their supervision sign Volunteer Release Forms before beginning volunteer activities. A Nonprofit Organization shall also be responsible for collecting the completed forms and delivering them to the Facility Supervisor prior to the commencement of the approved Volunteer Project. No person may undertake volunteer activities without first having executed a Volunteer Release Form.

### **C. Volunteer Services Documentation**

Each DCR facility shall maintain a Volunteer Services Log, attached hereto as Attachment C. The log shall record the hours of volunteer service committed to all approved Volunteer Projects. Nonprofit Organizations conducting Volunteer Projects shall collect and enter the names and addresses of its participating Volunteers into the Volunteer Services Log and provide this information to the appropriate DCR staff within 7 calendar days of completion of the Volunteer Project. For those Volunteer Projects where the Volunteer is working directly with DCR, DCR shall collect and enter the names and addresses of individual Volunteers into the Volunteer Services Log. The DCR employee shall retain the Log for each project in order to complete the Volunteer Services report described below, within five (5) business days of receipt of the volunteer information contained in the Volunteer Services Log.

To be considered a Volunteer under this Policy and to receive the liability coverage provided to an uncompensated public employee associated with the Volunteer Project (under G. L. c. 258), the person's name must appear on the Volunteer Services Log; and the Volunteer must comply with the requirements of this Policy.

#### **D. Volunteer Services Reporting and Review**

DCR staff shall provide a report on Volunteer service hours on a semi-annual basis. Reports shall be submitted to DCR Office of Human Resources, Training Unit by April 1<sup>st</sup> and October 1<sup>st</sup> of each year. The report shall identify the approved Volunteer Projects, the dates of volunteer activity, the total number of volunteer hours per Volunteer Project and the status of the project at the reporting date. DCR will also make this information available to Volunteers and Nonprofit Organizations. The DCR Labor Relations Liaison shall meet with all relevant DCR labor union representatives to discuss past Volunteer Projects.

#### **E. Reimbursement**

DCR is not able to reimburse expenses incurred by volunteers. As such, volunteers should not purchase supplies or perform any other activity with an expectation that reimbursement will be provided by DCR.

### **III. STEWARDSHIP AGREEMENTS WITH NONPROFIT ORGANIZATIONS**

#### **A. General Provisions**

DCR shall use Stewardship Agreements (Attachment E) to authorize DCR co-sponsorship of approved Volunteer Projects with those Nonprofit Organizations who seek to oversee stewardship activities on DCR properties. These agreements may allow for the delegation of Volunteer supervision to the Nonprofit Organizations and include provisions providing for the indemnity of the Commonwealth from liability that may occur as a result of Volunteer activity that has caused personal injury or property damage.

For Nonprofit Organizations that perform many volunteer projects on DCR lands each year, Stewardship Agreements can provide an efficient and effective way to plan and seek approval for several projects at one time.

In evaluating whether to execute a Stewardship Agreement with a Nonprofit Organization, DCR must ensure that the proposed stewardship activity supports a public purpose related to the Agency's mission and improves a DCR property or program.

Once DCR executes a Stewardship Agreement, the Agency shall be considered a co-sponsor and/or participant in the proposed stewardship activity; and any participating Volunteer of the Nonprofit

Organization shall be deemed to be a public employee within the meaning of G. L. c. 258 while acting within the scope of authorized volunteer duties.

DCR staff shall ensure proper completion of the Stewardship Agreement and shall maintain a copy at the applicable DCR facility.

**B. Special Procedures for Nonprofit Organization Fundraising and/or Special Event Activities - Public Purpose; Funds Used to Support DCR Facility**

Legislation permits DCR to co-sponsor and participate in an event or activity on DCR property with a Nonprofit Organization at which the Nonprofit Organization may be allowed to charge, or solicit or receive donations of funds at the event or activity. However, the event or activity must further a public purpose of DCR, and the funds generated must be used only for supporting or improving a DCR facility or program. G. L. c. 21, § 17G (b).

Nonprofit Organizations seeking co-sponsorship of a fundraising and/or special event activity are subject to the following additional provisions:

1. Each Nonprofit Organization shall complete, submit and execute (i) a Stewardship Agreement (Attachment E); and (ii) a Special Use Permit Application.
2. The Nonprofit Organization should indicate on the Special Use Application that it is seeking co-sponsorship with DCR through a Stewardship Agreement. Please see <http://www.mass.gov/dcr/permits/index.htm> for details regarding DCR's Special Use Permit application process.
3. Nonprofit Organizations shall submit to DCR annually, by November 1, a record of all funds generated from co-sponsored fundraising activities or special events.

If DCR executes a Stewardship Agreement, the Agency shall be considered a co-sponsor and/or participant in the proposed stewardship, fundraising or special event activity; and any participating Volunteer of the Nonprofit Organization shall be deemed to be a public employee within the meaning of G. L. c. 258. However, as provided by G.L. c. 258, § 9, no volunteer or Nonprofit Organization shall be indemnified for intentional torts or a violation of a person's civil rights.

**C. Activities Undertaken Absent a Stewardship Agreement – Funds Not Used to Support DCR Facility**

If DCR declines to execute a Stewardship Agreement for a stewardship, fundraising or special event, or the entity requesting co-sponsorship does not meet the definition of a Nonprofit Organization, the Agency shall not be considered a co-sponsor or participant in the event or activity for the purposes of this Policy. However, the proposed activities may proceed if the following conditions are met:

1. Where the VPD Form concerns a stewardship activity, the Volunteers sponsored by said entity may proceed with activities duly established under an approved VPD Form as provided in II.A., and such Volunteers shall be deemed to be uncompensated public employees within the meaning of G.L. c. 258 as provided therein.
2. Where the VPD Form concerns a fundraising or special event activity, DCR will proceed to make a determination on the Nonprofit Organization's pending Special Use Permit (SUP) Application. If DCR grants approval of the SUP Application, the proposed activities may proceed without DCR sponsorship, but are nevertheless subject to the

terms of the approved SUP. Note that when approved special events or fundraising activities occur on DCR property and the funds raised are not expended only for the support or improvement of DCR, Volunteers for those events or activities are not deemed uncompensated public employees and are, therefore, not afforded the protections of G.L. c. 258.

#### **IV. OTHER AGREEMENTS**

This section describes other types of agreements related to Volunteer Activities.

##### **A. Memoranda of Agreement with Volunteer Organizations**

Prior to the adoption of this policy, DCR entered into Memoranda of Agreement (MOA) with volunteer organizations. Any MOA's in effect on the effective date of this Policy shall remain in effect until so expired under the terms of the MOA. DCR will review these MOAs with each organization and determine whether to evaluate the activities it proposes through the process described in this policy. If DCR determines that the volunteer organization satisfies the definition of a Nonprofit Organization and DCR elects to co-sponsor the activities proposed by said Nonprofit Organization, DCR and the Nonprofit Organization will execute a Stewardship Agreement and DCR may delegate the supervision of Volunteers to the Nonprofit Organization. If DCR declines to co-sponsor activities proposed by the volunteer organization, or said organization does not meet the definition of a Nonprofit Organization, then said volunteer organization may proceed to apply for a Special Use Permit in accordance with Section IV.A.b.

##### **B. Host Camper Agreements**

Individuals interested in participating in the Host Camper Program shall complete a Host Camper Application form and comply with all relevant policies and procedures for this program.



**Attachment A**

**Massachusetts Department of Conservation and Recreation  
Volunteer Project Description**

To be completed by DCR Staff and Volunteer or Non-Profit Organization

(Use additional pages if needed)

Project Title:	Region:
Location of Project:	Date of project:
<b>Project Categories:</b>	
<input type="checkbox"/> Park Conservation/ Stewardship <input type="checkbox"/> Landscaping/planting <input type="checkbox"/> Litter removal <input type="checkbox"/> Trail maintenance <input type="checkbox"/> Recycling <input type="checkbox"/> Other _____	
<input type="checkbox"/> Volunteer Recruitment <input type="checkbox"/> Customer Service: Greeting or Customer Information <input type="checkbox"/> Scientific; Nature Studies, Inventory, or Observation <input type="checkbox"/> Educational: Training or Educational Program Delivery <input type="checkbox"/> Creative: Photography, Art, or Writing <input type="checkbox"/> Special Event or Fundraising (please also fill out a DCR Special Use Permit Application)	
Project Description: (general description, goals, anticipated results, examples of specific tasks) (Attach if necessary)	
Estimated Number of Volunteers:	Tools needed for project:
Name of co-sponsor if any (Non-profit, Friends Group, etc.):	
Is this Project a: <input type="checkbox"/> One time need? <input type="checkbox"/> Seasonal need? <input type="checkbox"/> On-going need?	
If project is a seasonal or ongoing need, what is the estimated range (low to high) of total time (months, days, hours, etc.) to complete this Project?  Months: <b>and/or</b> Days: <b>and/or</b> Hours:	
When will there be volunteers? <input type="checkbox"/> <b>One Time Only</b> <input type="checkbox"/> <b>Temporarily</b> <input type="checkbox"/> <b>Year-Round</b>	

OR  Jan  Feb  Mar  Apr  May  Jun  July  Aug  Sep  Oct  Nov  
 Dec

OR Specify Date (Start and End):

Please identify preferred times of day or days of week for this project if applicable.

What specific skills and/or qualifications are necessary for completion of this Project? (to be filled out by DCR staff)

Submitted By – for DCR staff (please print)	<b>Signature</b> ➤	Date
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Submitted by – for Volunteer Group:	<b>Signature</b> ➤	Date
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Facility Supervisor or Manager	<input type="checkbox"/> Approved	Date:
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District Manager	<input type="checkbox"/> Approved	Date:
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Regional Manager	<input type="checkbox"/> Approved	Date:
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Labor Relations	<input type="checkbox"/> Approved	Date:
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Union	<input type="checkbox"/> Review	Date:
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Office of Partnerships	<input type="checkbox"/> Review	Date:
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**Attachment D – Placeholder for Volunteer Services Report**



**Attachment E**

**Stewardship Agreement**  
**Between \_\_\_\_\_**  
**and**  
**The Department of Conservation and Recreation**

Whereas, the Commonwealth of Massachusetts, Department of Conservation and Recreation (DCR), is the owner and manager of the property known as \_\_\_\_\_ (the Facility); and

Whereas, \_\_\_\_\_ (Nonprofit Organization) is incorporated as a non-profit organization as defined in 42 U.S.C. 14505; and

Whereas, DCR seeks to satisfy the requirements of G. L. c. 21, Section 17G(d)(2), which requires it to establish procedures for the delegating direction, control, safety and supervision of the volunteers to the Nonprofit Organization; and

Whereas, the Nonprofit Organization seeks to engage in a Volunteer Project or Projects at the Facility as defined and authorized in the DCR's Policy to Manage Volunteers on DCR Property;

Now, therefore, the parties agree as follows:

- a. This Agreement shall be effective for the scope of the Volunteer Project or Projects, as described in the Volunteer Project Description Form(s) which is/are attached and incorporated herein.
- b. DCR and the Nonprofit Organization shall comply with the procedures established in the DCR's Policy to Manage Volunteers on DCR Property.
- c. DCR staff shall coordinate volunteers at the Facility and may provide the necessary tools and supplies to accomplish the Volunteer Project.
- d. The Nonprofit Organization shall provide DCR with an annual accounting of funds and expenditures generated or otherwise associated with Fundraising or Special Events anticipated within this Stewardship Agreement and DCR's Policy to Manage Volunteers on DCR Property, provided that all funds shall be devoted to support or improve a DCR facility or program.
- e. The Nonprofit Organization shall accept complete liability and responsibility for the Nonprofit Organization's use of the Facility and its actions and the actions of its volunteers in the Facility. The Nonprofit Organization shall carry general liability insurance having insurance coverage of at least \$100,000; and shall name DCR as an additional insured on said policy. The Nonprofit Organization will indemnify, defend and hold harmless DCR, up to the one hundred thousand dollars (\$100,000) liability limit as set forth in the Massachusetts Tort Claims Act, Mass. Gen. Laws c. 258, sec. 2, against any and all claims to the extent they arise as a result of the negligent or wrongful act or omission of the Nonprofit Organization and its volunteers in the performance of the activities authorized by this agreement. This provision shall only apply if the Nonprofit Organization proposes to conduct the following activities<sup>5</sup>:

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<sup>5</sup> Please note that Stewardship Agreements and SUP's have different requirements for providing insurance and agreeing to indemnify DCR. If DCR enters into a Stewardship Agreement with a Nonprofit

- i. Stewardship activities that involve the use of certain tools or which, due to the nature of the Volunteer Project, create a risk to either the Volunteer or a member of the general public;
  - ii. Provide food and beverage service to members of the general public; or
  - iii. Use technical equipment (such as audio/visual equipment or amusements) when in connection with events attended by the general public, or events such as fairs, festivals, concerts, etc
- f. The Nonprofit Organization will not make any claims against DCR for any injury, loss or damage to persons (including bodily injury or death) or property occurring from any cause arising out of the authorized use by the Nonprofit Organization, its agents or volunteers, except to the extent those claims arise as a direct result of the negligence or wrongful act or omission of the DCR, its employees, contractors or authorized agents.
- g. Neither the Nonprofit Organization nor the Volunteer shall be indemnified under G. L. c. 258, Section 9 for intentional torts or a violation of a person's civil rights.

I have read the forgoing conditions and provisions and approve of and agree to these terms.

\_\_\_\_\_  
Date Accepted

\_\_\_\_\_  
Nonprofit Organization:  
Title:

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Authorized DCR Signatory  
Department of Conservation and Recreation

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Organization, the terms of the Stewardship Agreement will apply. If DCR declines to enter into a Stewardship Agreement and instead issues a SUP, the terms of the SUP will apply.

More specifically, SUP's require that Permittees have Liability Insurance and provide DCR with a certificate of Insurance naming DCR as additionally insured. SUP's also require that Permittees agree to indemnify, defend and hold harmless DCR from any and all claims that may arise from the permitted event. Stewardship Agreements have different requirements because if DCR executes a Stewardship Agreement, the agency shall be considered a co-sponsor and/or participant in the proposed stewardship, fundraising or special event activity; and any participating Volunteer of the Nonprofit Organization shall be deemed to be a public employee within the meaning of G. L. c. 258.

**Attachment F – Placeholder for Volunteer Recognition info**