

Volunteers - HR Operational Guideline

Volunteers

Each volunteer is subject to the screening process set forth in [Administrative Regulation 7500](#), with the following exceptions:

- volunteers serving in single day college/district events;
- individuals serving as volunteers in associated student organization officer positions at the colleges (associated student organization officers are not entitled to defense and indemnity by the District).

The Vice Chancellor, Human Resources may authorize suspension of the screening process when they believe that this process is not necessary.

Note: All volunteers and unpaid interns must be entered into Colleague. Please refer to the "Instructions on adding all volunteers and unpaid interns into Colleague" section below.

General

The District may enter into agreements with outside organizations to provide volunteers to the District to work at college locations. Such agreements will contain appropriate defense and indemnification language to protect the District from liability in connection with the volunteer services.

Subject to the limitations of this policy, District employees may serve as volunteers for the District provided that: (a) the volunteer work is completely unrelated to the work performed as an employee (e.g., a math faculty member may volunteer at a sporting event); (b) the volunteer work is not performed in the same office or area where the employee normally works; (c) the volunteer work is performed outside of their regularly scheduled work hours; (d) the employee has no expectation of being paid, compensated, or rewarded for the volunteer work; and (e) the employee's decision to volunteer is made voluntarily and without any coercion, inducement, or expectation by a supervisor.

The District utilizes two (2) types of volunteers:

- current employees who volunteer to do District work other than that which they were hired for, and;
- people from the community (ex. Retirees, interns, students, and other persons desiring to volunteer).

Volunteers serve the District in an "at will" capacity. The District may end a volunteer's services for any reason or no reason at all.

Pursuant to Government Code section 3119.5, no person aged 60 years or older may be excluded from volunteer service if the person is physically, mentally and professionally capable of performing the services involved. A person will be deemed "professionally capable" if they can demonstrate reasonable proficiency or relevant certification and performs their

professional duties in accordance with laws, regulations or the technical standards that govern their area of volunteer responsibility.

Volunteers may not be used in lieu of classified employees. The District may not refuse to employ a person in a vacant classified position and use volunteers instead, nor may it abolish any classified positions and use volunteers instead.

Screening

Volunteers must complete and sign a **volunteer service agreement** (Appendix A) before beginning any volunteer service. The area administrator authorizing the volunteer to work must also sign the volunteer service agreement. The completed form will need to be remitted to humanresources@sccd.edu. For HR internal use only: ensure completed agreement is saved to the "Volunteer" folder on the Shared Drive.

A volunteer's service record will be maintained by the college and District office for a period of two years after the volunteer has completed the volunteer service.

Volunteers may be required to complete a Live Scan of their fingerprints for the purpose of running a criminal background check.

No person may serve as a volunteer in the District if:

- They have been convicted of or if they have charges pending which pertains to any sex offense (as defined in Education Code Section 87010), or controlled substance offense (as defined in Education Code Section 87011).
- They have been convicted of a crime and the Vice Chancellor, Human Resources determines that: the nature of the crime is too serious to serve as a volunteer; the crime was too recent; and/or the crime is inconsistent with obligations in performing assigned duties as a volunteer.
- They have a health condition that would preclude them from satisfactorily performing the services needed, or they have a communicable disease that risks being spread in connection with their volunteer services.
- They make a false statement or omit a statement as to any material fact on the application form.
- Any lawful reason as determined by the District.

No person may serve as a volunteer in a position that includes any authority to direct or control expenditure of, or any access to, state or federal childcare and development funds who has been convicted of a crime involving misuse or misappropriation of state or federal funds, or a state or federal crime involving moral turpitude.

All volunteers are required to have on file with the District a certificate showing that, within 60 days of their initial volunteer assignment, they submitted to a **tuberculosis risk assessment** and, if tuberculosis risk factors were identified, they were examined by a physician, surgeon, or physician assistant and found to be free of active tuberculosis. If no risk factors were identified, an examination is not required.

Depending on the volunteer assignment, additional requirements may be mandated.

Volunteers may not work with students or minors unless supervised by a District employee.

Incidental Expenses

Persons serving without pay as volunteers may receive reimbursement for necessary out of pocket expenses that were incurred while serving in the capacity of a volunteer, if they were pre-approved in writing by the College Vice President of Administrative Services or designee or by the District Vice Chancellor or designee. Valid documentation supporting the expense is required such as receipts.

Benefits

Volunteers are employees of the District only for the purpose of worker's compensation benefits for industrial accidents or illnesses that have arisen out of and in the course and scope of the volunteer's assigned duties for the District. With the exception of worker's compensation (Education Code Section 72401), volunteers will serve without any type of compensation or any other benefits granted to District employees. Volunteers will not be entitled to defense and indemnity from the District.

Computer Access (If needed)

Volunteers (including unpaid interns) who need a District email account and/or access to Colleague, Canvas, or other programs, must review and sign the District's **Computer Use Policy** (Appendix B). The area administrator's office that oversees the volunteer assignment must add the volunteer into Colleague through the NEMP form (instructions below), and then submit a Technology Request Form following the appropriate campus/district office process.

Note: a copy of the signed computer use policy will need to be attached to the Technology Request Form and to the Volunteer Service Agreement (only if computer access is requested)

Instructions on adding all volunteers and unpaid interns into Colleague

Step 1

- In Colleague, go into NEMP and enter the name of the individual
- If the individual is already in Colleague there is nothing else for you to do.

The screenshot shows the 'NEMP - Add Non-Employee' form in the Colleague system. A 'Person Lookup' popup is displayed over the form, with the text 'Del Tongo, Guido' entered in the search field. The popup has four buttons: 'Ok', 'Cancel', 'Finish', and 'Help'. The background form includes fields for 'Start Date', 'Status', 'Former or Alternate ID', and 'Supervisory Position'. Below these fields is a 'Comments' section with a table of 8 rows, each with a number in a small box and a text input field.

Comments	
1	
2	
3	
4	
5	
6	
7	
8	

- If the individual is not in Colleague, you will get the following popup.
- Click "A" to add this individual.

Record not found -- Reenter or Add

OK Add

NEMP - Add Non-Employee

Start Date

Status

Former or Alternate ID

Supervisory Position

Comments

1	<input type="text"/>
2	<input type="text"/>
3	<input type="text"/>
4	<input type="text"/>
5	<input type="text"/>
6	<input type="text"/>
7	<input type="text"/>
8	<input type="text"/>

- You will then be transferred to the NAE screen in order to first enter that individual into Colleague.
- At a minimum, you will need to fill in the SSN and the date of birth; however, please enter all employee information that is available for a more complete record.

NEMP • NAE - Name and Address Entry

Save Save All Cancel Cancel All

Tongo, Guido D. ID: 1013767 SSN: 123-12-9876

Prefix Person ID

Name LFM

Suffix

Additional Info

Address

Employment Info

CSZ/Cnty

Res Cnty/State

Country

Source

Phone/Ext/Type/Txt

Origin/Date

SSN Sex

Birth Date

Ethnic(s)

Adr Chg Src

Race(s)

Prior Address Change

- Make a note of the newly created Employee ID
- When you save out of this screen, you will then be returned back to the NEMP screen
- Enter the start date and status from the highlighted list of statuses below:
 - **VOL1 No Computer Access Needed** (i.e., no District email account and/or access to Colleague, Canvas, or other program(s) will be needed)
 - **VOL2 Computer Access Needed** (i.e., a District email account and/or access to Colleague, Canvas, or other programs(s) will be needed)
 - **UNPI Intern Computer Access** (i.e., a District email account and/or access to Colleague, Canvas, or other program(s) will be needed)

You will also need to add the Supervisor's position number, which can be found on your Budget Control Listing Report.

NEMP - Add Non-Employee/Volunteer ☆ Save Save A

Start Date

10/09/23

Status

LWOP Leave without Pay
MILT Military Leave
RETI Retired
REHR Retiree Working Hourly
TERM Terminated
BOFT Board of Trustees
PCOM Personnel Commissioner
VOL1 No Computer Access Needed
VOL2 Computer Access Needed
UNPI Intern Computer Access

Former or Alternate ID

Supervisory Position

Comments

1	
2	
3	
4	
5	
6	
7	
8	

- Once you are done with the screen, click the Save All button in the upper righthand corner.



State Center Community College District Volunteer Service Agreement

Fiscal Year: _____

This Volunteer Service Agreement is made and entered into between the State Center Community College District (SCCCD) and _____.

(Name of Volunteer)

1. Position - District offers Volunteer and Volunteer agrees to render service as a volunteer performing the following duties *(no position title, please list all duties)*:

2. Volunteer Status – ☐ Volunteer is a community member; **or** ☐ Volunteer is already employed by SCCC as a _____ *(Volunteer understands and agrees that the volunteer service which is the subject of this agreement is in a different capacity from, and not closely related to the Volunteer's current employment with SCCC.)*
3. Waiver – Volunteer understands the provisions of paragraph 2 (above), and that they will not earn or receive regular pay or overtime pay in connection with hours worked under this agreement. Volunteer knowingly and voluntarily waives any claims under the Fair Labor Standards Act in connection with this agreement.

Volunteer's initials indicating agreement: _____

4. Term – Volunteers service will begin on: _____ (as determined by administrative services) and will end when (1) the Volunteer's services are no longer required, or (2) this Agreement is ended by SCCC or the Volunteer.
5. Status – Volunteer specifically acknowledges they are a Volunteer within the meaning of 29 U.S.C. section 302(e) (4A) and other applicable laws and therefore agrees that this volunteer service does not gain status as a classified or academic employee and that this contract does not establish any right to probationary or permanent employment. Volunteer agrees they are not afforded rights under any of SCCC's collective bargaining agreements and that their volunteer service may be ended by SCCC at any time for any reason, or for no reason, without due process or a hearing of any kind.

Volunteer's initials indicating agreement: _____

6. History of Conviction - Have you ever been convicted of a crime, including a plea of guilty or no contest, which resulted in a criminal conviction that has not been judicially ordered sealed or expunged? (Your response should exclude the following: (1) misdemeanor convictions for marijuana-related offenses more than two years old as of the date that you complete this application; (2) convictions for which probation has successfully been completed,

discharged, or dismissed; and (3) any adjudication or action taken under juvenile court.)

☐ **Yes** ☐ **No**

If yes, briefly describe the nature of the crime(s), the date and the place of conviction(s), the case number, and the legal disposition of the case(s) (attach a separate sheet if needed):

Other than specific criminal offenses that bar employment/volunteer opportunities with the District as mandated by Education Code section 87405, the District will not deny employment/volunteer opportunities to any applicant solely because the person has been convicted of a crime. The District, however, may consider the nature, date and circumstances of the offense as well as whether the offense is relevant to the duties of the assignment.

7. I am physically, mentally, and professionally capable of performing the service involved in this volunteer assignment. I understand I am required to perform my volunteer services in accordance with any applicable laws, regulations, or technical/professional standards.

☐ **Yes** ☐ **No**

8. Acknowledgement of Receipt - I have received a copy of the [State Center Community College District's Workplace Violence Prevention Plan](#) (the "Plan") and understand that it contains important information about the District's workplace safety and security policies and about my rights, responsibilities, and obligations as an volunteer. I acknowledge that I have read, understand, and will adhere to the District's Plan and that I have familiarized myself with the material in the Plan. I understand that the District may change, rescind, delete, or add to any policies, benefits, and practices described in the Plan from time to time, at its sole and absolute discretion, with or without prior notice.

Volunteer's signature indicating agreement: _____

Date: _____

Volunteer Information

Name: _____ ID#: _____

Address: _____

City / State / Zip: _____

Telephone: _____ Date of Birth: _____

Emergency Contact Name(s) and Phone Number(s):

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

Signature of Volunteer

Department Authorization Information

Volunteer's Direct Supervisor (*print*)

Department/Division

Signature of Supervisor

Signature of Area Administrator

Revised: June 11, 2024

Computer Use Policy

1. INTRODUCTION

State Center Community College District ("SCCCD") owns and operates a variety of computer systems for use by its faculty, students, and staff. SCCCDC encourages the use of its computer systems for education, academic development, public service, and other educational related purposes. When using SCCCDC computer systems, all users are required to abide by the rules of this Policy and use the system in an ethical and lawful manner.

2. POLICY REQUISITE

All users of SCCCDC computing systems must read, understand, and comply with the terms outlined in this Policy, as well as any additional guidelines established by the administrator of the system. BY USING ANY OF THESE SYSTEMS, USERS AGREE THAT THEY WILL COMPLY WITH THESE POLICIES. Users understand and agree that SCCCDC role in managing these systems is only as an information carrier, and that they will never consider transmission through these systems as an endorsement of contents of such transmission by SCCCDC.

3. RIGHTS

These computer systems, facilities, and accounts are owned and operated by SCCCDC. SCCCDC reserves all rights, including disruption of service without notice, to the computing resources which it owns and operates. These procedures shall not be construed as a waiver of any rights of SCCCDC, nor shall they conflict with applicable law.

4. AUTHORIZED USE

Access and privileges on SCCCDC computing systems are assigned and managed by the administrator of the specific system. Eligible individuals may become authorized users of the system and be granted appropriate access and privileges by following the approval steps prescribed for that system.

An authorized SCCCDC agent must approve all access to SCCCDC computer resources, including issuing of passwords. Users may not, under any circumstances, transfer or confer these privileges to other individuals. Others shall not use any account assigned to an individual without written permission from the system's administrator. The authorized user is responsible for the proper use of the system, including any password protection.

5. PERMISSIBLE USE

Electronic communications facilities (such as e-mail **and voice mail**) are mainly for district-related activities. **While at times conducting personal business from SCCCDC facilities may be unavoidable, such uses shall be kept to a minimum.** Further, users are responsible for maintaining the following:

An environment in which access to all of SCCCDC computing resources is equitably shared between users. The administrator or area manager will set minimum guidelines within which

users must conduct their activities.

An environment conducive to learning: Many of the SCCCDC computing systems provide access to outside networks, both public and private, which furnish electronic mail, information services, bulletin boards, conferences, etc. Users are advised that they may encounter material that may be considered offensive or objectionable in nature or content. Users are further advised that SCCCDC does not assume responsibility for the contents of any of these outside networks.

The user agrees to comply with the acceptable use guidelines for whichever outside networks or services they may access through SCCCDC systems. The user agrees to follow proper etiquette on outside networks. Documents regarding etiquette are available through specific individual networks. The user agrees that, in the unlikely event that someone does transmit, or cause to be transmitted, a message that is inconsistent with an environment conducive to learning or with a misleading origin, the person who performed the transmission will be solely accountable for the message, not SCCCDC, which is acting solely as the information carrier.

Any user who finds a possible security lapse on any system is obligated to report it to the system administrator. **Before gaining access to the internet from SCCCDC facilities, users will have to agree to SCCCDC computer use policies as stated herein.**

Within the guidelines stated above, confidentiality among students, faculty, and staff will be strictly maintained.

6. PROHIBITED USES

Use of any and all of SCCCDC computer systems for any of the following purposes is strictly prohibited. Liability for violations of prohibited uses shall remain solely and exclusively with the user. By using SCCCDC computer systems, the user further agrees to indemnify SCCCDC for any liability incurred by SCCCDC for misuse by the user.

An individual's computer use privileges may be suspended immediately upon the discovery of a possible violation of these privileges. Such suspected violations will be confidentially reported to the appropriate system administrator or area manager.

Violations of these policies will be considered violations of District policies dealing with misuse or abuse of District property, and may result in disciplinary action. In such event, the full range of disciplinary sanctions is available.

COPYRIGHT INFRINGEMENT

Computer software protected by copyright cannot be copied from, into, or by using campus computing facilities, except as permitted by law or by the contract with the owner of the copyright. This means that such computer and microcomputer software may only be copied in order to make back-up copies, if permitted by the copyright owner. The number of copies and distribution of copies may not be done in such a way that the number of simultaneous users in a department exceeds the number of original copies purchased by that department.

DEFAMATION - LIBEL/SLANDER

Creation or transmission of any false statement which tends to cause injury to one's reputation is strictly prohibited. Any user creating or transmitting defamatory statements shall have sole liability for any damages resulting from such defamatory statement. Users will also be subject to SCCCDD disciplinary procedures set forth in the Governing Board Policy. The user agrees never to attempt to transmit, or cause to be transmitted, any message in which the origination is deliberately misleading (except for those outside services which may conceal identities as part of the service).

OBSCENE MATERIAL

Creating, transmitting, uploading, or downloading obscene materials is a strictly prohibited use of SCCCDD computer systems unless the materials are parts of approved courses of SCCCDD Curriculum. "Obscene matter" means matter taken as a whole, the predominant appeal of which to the average person, applying contemporary statewide standards, is to prurient interest, meaning a shameful or morbid interest in nudity, sex, or excretion; and is matter which taken as a whole goes substantially beyond customary limits of candor in description or representation of such matters; and is matter which taken as a whole lacks significant literary, artistic, political, educational, or scientific value. Any user violating this provision may be subject to applicable criminal and civil penalties. Civil liability shall be solely and exclusively with the user.

COMMERCIAL USE

Commercial use of SCCCDD computer systems is prohibited **except for company sponsorships approved by the chancellor or chancellor's designee.**

DOWNLOADING PROGRAMS

Downloading of executable files to SCCCDD computer systems is not encouraged and is done solely at the user's risk. SCCCDD computer personnel will not support downloaded files and any problems caused by such a download are solely the user's responsibility.

Violations of some of the above policies may constitute criminal offenses.

The user agrees never to use the system to perform an illegal or malicious act as set forth in this section. Any attempt to increase the level of access to which the user is authorized, or any attempt to deprive other authorized users of resources or access to any SCCCDD computer system shall be regarded as malicious, and may be treated as an illegal act.

7. ACCOUNTS

Others must not use an account assigned to an individual without written permission of the system administrator. The individual is responsible for the proper use of the account, including password protection.

8. CONFIDENTIALITY

Programs and files are confidential unless they have been made available, with written permission, to other authorized individuals. **SCCCD reserves the right to access all information stored in SCCC computer systems.** File owners will be notified of file access and/or maintenance, in advance, if such notice is practical. When performing maintenance, every effort is made to ensure the privacy of the user's files. However, if policy violations are discovered, they will be reported immediately to the appropriate system administrator.

The system has the ability to read your mail: your own account, and the system administrator account. All reasonable attempts have been made to ensure the privacy of your accounts and your electronic mail; this is no guarantee that your accounts or your electronic mail is private.

9. SYSTEM PERFORMANCE

No one should deliberately attempt to degrade the performance of the computer system or to deprive authorized personnel of resources or access to any college computer system.

10. UNAUTHORIZED ACCESS

Loopholes in computer security systems or knowledge of a special password shall not be used to damage the computer system, obtain extra resources, take resources from another user, gain access to systems or use systems for which proper authorization has not been given.

11. ADDITIONAL GUIDELINES

SCCCD retains the right to revoke, amend, or change the provisions of this Policy. The system administrator or area manager will establish more detailed guidelines, as needed, for specific computer systems and networks. These guidelines will cover such issues as allowing connect time and disc space, handling of irretrievable mail, responsibility for account approval and other items related to administering the system. **All changes to this regulation are subject to the regular approval process that applies to all administrative regulations. In addition, there will be a notification period before such changes result in disciplinary action.**

Full Name: _____

Title: _____

Signature

Date