

## Student Volunteer Service Form Check Off List

☐ Student Volunteer Service Form Complete

a. Top Portion Filled Out Completely

b. All Appropriate Signatures

☐ Waiver of Liability, Assumption of Risk, and Indemnity Agreement

☐ Personal Data Form

☐ Employment Information

☐ Privacy and Confidentiality Agreement

☐ Employee Survey

**Note:** Student volunteers are not required to complete clearance for TB and Livescan.

**USE THIS AGREEMENT for Volunteer Services only.**

**DO NOT USE THIS AGREEMENT for any services which will be paid for by the District.**

**San Jose - Evergreen Community College District**  
**VOLUNTEER WAIVER OF LIABILITY,**  
**ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

☐ Evergreen Valley College    ☐ San Jose City College    ☐ Work Force Institute    ☐ District Office

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ is made between the San Jose-Evergreen Community College District, hereinafter referred to as the "DISTRICT", and the following named individual, \_\_\_\_\_, hereinafter referred to as the "INDIVIDUAL".

**1. INDIVIDUAL'S INFORMATION:**

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**2. VOLUNTEER SERVICES:** \_\_\_\_\_

**3. DATES OF VOLUNTEER SERVICES:** \_\_\_\_\_

**4. INDEMNIFICATION AND HOLD HARMLESS:**

INDIVIDUAL shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of INDIVIDUAL'S performance of the work contemplated by this Agreement. INDIVIDUAL further releases any and all claims against the DISTRICT arising from any injury INDIVIDUAL suffers which was caused by any condition of the property in or about the area in which work is to be performed and agrees to be solely responsible for any such injury or damage. Acceptance of this Agreement constitutes that the INDIVIDUAL is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the INDIVIDUAL shall be fully responsible for such coverage.

**5. CONFIDENTIALITY:**

In performing his/her duties hereunder the INDIVIDUAL may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision of conveyance or disclosure to INDIVIDUAL of student record information in violation of section 1232g or of any similar state law. INDIVIDUAL agrees that if in the performance of his/her duties he/she does obtain such access he/she shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and to avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

**6. SIGNATURES:**

The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items are to the best of their knowledge true and correct statements.

INDIVIDUAL

By: \_\_\_\_\_

Signature

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

\_\_\_\_\_  
Name (please print)

SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

Signature

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

San Jose/Evergreen Community College District  
**STUDENT VOLUNTEER SERVICE FORM**

- Volunteer services cannot conflict with bargaining unit work.
- Volunteers CAN assist employees in the performance of their duties.
- Volunteer services are unpaid.

Volunteer's Name \_\_\_\_\_ DOB \_\_\_\_\_

Address/City/Zip \_\_\_\_\_ Phone \_\_\_\_\_

Student ID No. \_\_\_\_\_ Driver License or CA I.D. # \_\_\_\_\_

**To Be Completed by Requestor and Approving Parties**

Work Location: \_\_\_\_\_ Department: \_\_\_\_\_

Specific duties to be performed: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Hours expected to volunteer per week: \_\_\_\_\_

Will the volunteer have direct contact with children under the age of 18 and have direct control over the childrens' activities or physical whereabouts? Yes \_\_\_\_\_ No \_\_\_\_\_

Requestor's Name \_\_\_\_\_ Manager's Name \_\_\_\_\_ Vice President's Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**To Be Completed by Volunteer**

1. A. Have you ever been convicted of any criminal offense? Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes," complete Part A on the Personal Data Report Form (attached): Please state for each conviction the specific charge for which you were convicted, the date and place of conviction, as well as the jail-prison sentence or fine you received. Please be aware that certain offenses need not be reported (See California Code of Regulations, Title 2, section 7287.4). Regardless of Title 2, California Code of Regulations, section 7287.4, you must report all sex and drug offenses specified in Education Code sections 87010 and 87011. A record of conviction will not necessarily constitute a bar from employment.

B. In addition, Labor Code section 432.7 allows an employer to ask: Do you currently have any offenses pending against you in a criminal court of law for which you are out on bail or have been released on your own recognizance pending trial? Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes," complete Part B on the Personal Data Report Form (attached), please specify the charge(s), the county in which the charge(s) is pending, and the date of trial, if set.

2. Do you have relatives currently working for the District? Yes \_\_\_\_\_ No \_\_\_\_\_

Names/Location: \_\_\_\_\_

3. Name and phone of emergency contact: \_\_\_\_\_

*I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.*

Volunteer Signature \_\_\_\_\_ Date \_\_\_\_\_

*HR Review / Processing:*

HR Signature \_\_\_\_\_ Date \_\_\_\_\_

# PERSONAL DATA REPORT FORM

San Jose/Evergreen Community College District – Human Resources Department

## READ CAREFULLY AND FOLLOW THE INSTRUCTIONS

Legal NAME (Last, First ,Middle)

(PLEASE PRINT)

Our responsibility to students and the public, and restrictions outlined in the State Education Code § 87405-87406 and § 88022-88023, require that we request the following information.

- A. Have you ever been convicted of any offense by any civilian or military court? A plea of nolo contendere is considered a conviction. **The following need not be reported (1) minor traffic violations; (2) any offense which was finally settled in a juvenile court or under a welfare youth offender law; (3) any incident that has been sealed under Welfare and Institutions Code § 781 or Penal Code § 1203.45; (4) any conviction specified in Health and Safety Code § 11361.5 (some marijuana offenses).**

☐

Yes

☐

No

If yes, please note in the spaces below the date and place of each conviction, the specific charge, the fine or sentence received and any other remarks you may feel are relevant.

If you have no information to list, indicate "N/A" (not applicable), sign and date the form.

Date, City & State of conviction/arrest(s).	Specific charge or code section violated.	Disposition (results): how much fine; how long in jail or prison; how much probation	Remarks: state briefly any other particulars not already covered or information you wish to provide.

Please be advised that being convicted of a criminal offense does not necessarily disqualify you for employment eligibility. However, conviction of a sexual offense or controlled substance offense will automatically disqualify you as an employee. All employment selections shall be based upon job-related qualifications. Please contact the Human Resources Office at (408) 274-6404 should you have any questions or concerns.

- B. Do you currently have any offenses pending against you in a criminal court of law for which you are out on bail or have been released on your own recognizance pending trial?

☐

Yes

☐

No

If yes, please note in the spaces below the date and place of each conviction, the specific charge, the fine or sentence received and any other remarks you may feel are relevant.

If you have no information to list, indicate "N/A" (not applicable), sign and date the form.

Specific charge or code section violated.	County in which charge is pending.	Trial Date (if set)

I hereby give my consent to search for a criminal history by member of the police department, and I understand that a conviction for a sexual offense or controlled substance offense will automatically disqualify me as an employee.

I acknowledge that I have listed the requested information accurately

(Signature)

(Date)

## EMPLOYMENT INFORMATION

Legal  
Name:

\_\_\_\_\_  
Last

\_\_\_\_\_  
First

\_\_\_\_\_  
MI

### ***OATH OR AFFIRMATION OF ALLEGIANCE***

(This form is required under Section 3 of Article XX of the Constitution of the State of California)

"I, \_\_\_\_\_ (print full name), do solemnly swear (or affirm) that:  
*Check appropriate box*

☐ ***U. S. Citizens:***

I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter."

☐ ***Employees who are not U. S. Citizens:***

I will support the institutions and policies of the United States of America during the period of my sojourn in the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter."

☐ ***Employees claiming exempt under the Religious Freedom and Restoration Act of 1993:***

I agree to loyally and lawfully discharge the duties of my assigned position and, in accordance with the performance of these duties, I agree to abide by the Constitution of the United States and the Constitution of the State of California and any and all laws set forth by the federal and state governments and the San Jose/Evergreen Community College District."

Signature \_\_\_\_\_

Date \_\_\_\_\_

### ***CHILD ABUSE REPORTING REQUIREMENTS EMPLOYEE ACKNOWLEDGEMENT***

I herby certify that I have read the summary of Penal Code Sections 11164-11174.3 provided in my employment packet, I understand the contents, and I agree to comply with provisions of the law.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### ***EMERGENCY CONTACTS***

**Primary:**

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

Phones: Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Relation: \_\_\_\_\_

**Secondary:**

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

Phones: Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Relation: \_\_\_\_\_



## **EMPLOYEE/STUDENT RECORD PRIVACY AND CONFIDENTIALITY AGREEMENT**

As part of my employment responsibilities with the San José Evergreen Community College District, (hereafter known as “the District”) through my access to the computer system and the Datatel Colleague software system, I am able to see personal information regarding students and/or employees of the District. Such information may include, but may not be limited to, name, address and contact information. The information to which I have access may be protected by Privacy Laws and is regarded as confidential by the District.

By signing this Privacy and Confidentiality Agreement, I agree that I will protect the privacy of employee and/or student records and will prevent inappropriate or unnecessary disclosure of such records. I will collect and retain only such personal information as is needed to effectively conduct District business, and will handle such information in a secure, confidential and appropriate manner, in accordance with relevant laws, regulations, policies and procedures. This agreement will be placed in my personnel file.

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Employee Name (Print)

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Department

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Employee Signature

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Date

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Witness

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Date

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Witness Name (Print)

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Department

## Employee Self-Disclosure Survey

Information: The following will assist San Jose Evergreen Community College District in evaluating its hiring practices and to prepare recruitment reports requested by law. This information will be kept confidential.

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

Position: \_\_\_\_\_

### GENDER:

- ☐ Male      ☐ Female      ☐ Non-binary      ☐ Choose not to identify

### RACE/ETHNICITY:

#1 Are you Hispanic or Latino?

- ☐ YES  
    ☐ Mexican/ Mexican-American, Chicano      ☐ Central American  
    ☐ South American      ☐ Hispanic Other
- ☐ NO
- ☐ Choose not to identify (*move to DISABILITY question*)

#2 Are you

- ☐ White
- ☐ Black or African American
- ☐ American Indian/Alaskan Native
- ☐ Asian  
    ☐ Indian      ☐ Chinese      ☐ Cambodian  
    ☐ Japanese      ☐ Vietnamese      ☐ Filipino  
    ☐ Korean      ☐ Laotian      ☐ Asian Other
- ☐ Pacific Islander  
    ☐ Guamanian      ☐ Hawaiian      ☐ Samoan  
    ☐ Pacific Islander Other
- ☐ Two or more races

### DISABILITY:

- ☐ Disabled      ☐ Not Disabled      ☐ Choose not to identify