

SOUTHWEST TENNESSEE COMMUNITY COLLEGE**SUBJECT: Student, Volunteer, and Temporary Workers****EFFECTIVE DATE: (July 1, 2000 and June 1, 2008) merged May 5, 2023****Purpose**

The purpose of this policy is to set forth guidelines for student, volunteer, and temporary workers at Southwest Tennessee Community College (“Southwest” or “the College”).

Policy**Student Workers****Definitions**

College Work- Study Program (CWSP) Student- A student who has been determined by the Financial Aid Office to be eligible for federal CWSP funds.

Institutional/General IWSP Student - A student, not eligible for federal CWSP funds who is enrolled as a regular student for minimum of six (6) semester hours. Students may be considered as general students for summer term employment even if they are not enrolled for the summer term if they were enrolled as a regular student for at least six (6) semester hours in the spring term and intend to enroll for the fall term.

Rate of Pay- The pay rate for general student workers is determined by the Financial Aid Office and is based on the job description provided to the Financial Aid Office by the area making the request to hire a student worker.

Introduction

To the greatest extent possible, students eligible for CWSP funds will be utilized in temporary positions. General students will be hired only if CWSP students are not available.

Employment of all student workers, including technical scholarship and co-op students, will be coordinated through the Financial Aid Office to ensure eligibility determination for CWSP funds. Student employment must be approved by Financial Aid.

Only students officially registered at Southwest may be employed in positions designated as college work-study or institutional work positions. Students must be officially assigned to a workstation prior to beginning work.

Terms of Employment

- A. Student workers are considered temporary workers and are not eligible for benefits.
- B. Student workers will be employed to work a specific period.
- C. No student worker may begin employment prior to being contacted by the Human Resources department and being informed of the date to report to work.
- D. Employment at Southwest must comply with Southwest and Tennessee Board of Regents (TBR) policies. Placement of student workers must comply with TBR Policy No. [5.01.02.00](#), which regulates equal employment opportunity, affirmative action, discrimination, and nepotism.
- E. Exceptions to this policy must adhere to federal and state employment codes and TBR policies. Likewise, exceptions must be approved by the leader of Human Resources and the Vice President of Student Affairs.

Volunteer Workers

In accordance with state regulations, all volunteers working at Southwest must have on file in the Human Resources department an executed statement of agreement signed by the volunteer and the College President (see the form attached as the last page of this policy).

Department heads utilizing the services of volunteers must ensure that the agreement is signed by the volunteer and approved by the appropriate dean or administrative supervisor prior to the volunteer engaging in campus work. Upon receipt of the approved agreement, the Human Resources department will register the volunteer with the Claims Commission of the State of Tennessee.

Failure to execute the document and file it with the Claims Commission will negatively affect the volunteer and the College.

- Volunteer workers will not be eligible for reimbursement of defense costs associated with claims arising from their actions.
- If the state pays attorney fees or a judgment based on the volunteer's actions, cost and awards will be funded through Southwest's budget.

If the volunteer is a medical professional providing direct health care as a volunteer, the volunteer is only considered a "state employee" under the defense reimbursement provisions for purposes of medical malpractice.

Department heads must notify the Human Resources department when a volunteer's services are terminated.

Temporary Workers

Definition

Temporary employees- Individuals whose initial period of appointment or expected service is less than one (1) year. This definition does not apply to employees who are designated as probationary or those entitled to benefits.

Introduction

If temporary assignments are recurring, the College must evaluate the need to create and fund a regular position. This provision does not apply to adjunct employment.

Unauthorized Employment

No individual shall be engaged in temporary employment at the college without prior approval of the responsible Senior Staff member. Any Southwest employee who contracts, causes, or permits an individual to work without prior approval shall be subject to disciplinary action up to and including termination. Additionally, any employee found in violation of this policy shall be required to reimburse the College for expenses incurred as a result of the violation including, but not limited, to wages, taxes, costs of benefits, and other liabilities related to the infraction. Such reimbursement shall be obtained through the reduction of the employee's earnings or accrued annual leave if terminated.

Multiple Employment Assignments

With the exception of professional/exempt employees hired as adjunct faculty, no individual may be appointed to more than one employment class during any one (1) pay period (for example, regular full-time/part-time, temporary, student worker, work-study). Current full-time and regular part-time employees are not eligible for temporary employment assignments. Only professional/exempt employees may be hired as adjunct faculty.

Eligibility for Permanent Employment

Temporary employees are not eligible to apply for internal permanent job postings. Temporary employees seeking permanent employment must apply as external applicants for positions posted on the public website.

Breaks in Service

An individual who has worked as a temporary employee for the maximum time of one (1) calendar year must be completely separated and off the payroll for fourteen calendar days before becoming eligible for re-employment in a temporary position.

After one (1) year of employment as a temporary employee, the College shall consider adding a position with benefits if the assignment is needed on a regular basis. The process for filling the position will follow TBR Guideline [P-010](#), Personnel Transactions and Recommended Forms.

Benefits

Temporary employees are not eligible for employment benefits (retirement, state insurance, annual leave, sick leave, holiday pay, longevity credit).

Compensation

Temporary employees will be paid at the minimum rate of the position classification in which they are employed.

Newly hired temporary employees should be paid at the minimum entry rate in the pay level corresponding to their job classification. Written requests for hiring exceptions must be submitted through the signatory channels by the requesting supervisor to the head of the Human Resources department for approval. Criteria to be considered in determining whether exceptions will be made must include the following: (1) qualifications of the candidate; (2) length of candidate's prior service with the College; (3) market conditions for the position; (4) urgency to fill the position; (5) equity problems relative to other College employees within the job title. Grant funded positions must also comply with these guidelines.

Processing

All temporary appointments are processed through the College's online applicant processing system. Departments requesting temporary employees must include a description of the duties and responsibilities to be performed. The final title and classification will be determined by the Human Resources department. Individuals interested in temporary employment must submit an application through the online system. Temporary positions will be reviewed by the Human Resources department to determine whether they are to be posted and filled via Financial Aid, Career Services, or Human Resources.

Priority Eligibility

Temporary employment assignments will be filled from the following categories of candidates in priority order:

1. College work -study;
2. Current students not awarded College work-study;
3. Southwest graduates;
4. All other individuals.

Individuals may only be employed based upon their highest priority eligibility. For example, a person eligible to be employed through College work-study may not elect to be employed as a non-student temporary employee.

It is recognized that some assignments require specific skills and experience not generally possessed by typical students and therefore may not be filled in accordance with the above provisions. The hiring supervisor must provide a detailed justification that includes a description of the duties and responsibilities to be performed when requesting an exception. Exceptions must be approved by the responsible Senior Staff member and the leader of the Human Resources department.

Outside Staffing Agencies

In unusual circumstances, temporary assignments may be filled through outside temporary staffing agencies. Temporary employees contracted through a temporary staffing agency are not Southwest employees. Requests to utilize such agencies must be approved by the responsible Senior Staff member and the leader of the Human Resources department and processed through the Purchasing department.

Source of Policy: _____	Responsible Administrator: <u>AVP of HR; VPAA</u>
Related Policy: <u>N/A</u>	TBR Guideline Reference: <u>P-010</u>
Approved: _____ President	Date: <u>May 5, 2023</u>

STATEMENT OF UNDERSTANDING/AGREEMENT BETWEEN

TENNESSEE BOARD OF REGENTS

AND

VOLUNTEER NAME

The volunteer understands that he/she is not to be considered an employee, agent or independent contractor employed by the Institution for any purpose. The volunteer acknowledges that he/she will neither accept nor claim entitlement to any salary or benefits of employment, including but not limited to insurance retirement benefits, worker's compensation, travel expenses, or any other form of compensation of any kind.

The volunteer understands that he/she has not actual authority to bind or represent the Institution with regard to any third parties. Moreover, the volunteer agrees to avoid giving the impression of having apparent authority to bind or represent the Institution with regard to third parties. Accordingly, the volunteer may not sign or enter into any agreements or contracts on behalf of the Institution.

The volunteer understands that T.C.A. §§ 9-8-307 (h) and 8-42-101 (3)(A) extends certain protections to individuals who are participants in volunteer programs which are operated under the authorization of a state agency or department. For actions taken in the course of performing volunteer services, which are neither willful, malicious or criminal, or acts or omissions done for personal gain, an authorized volunteer is immune from suit in the same manner as state employees. Persons injured by the actions of a volunteer are able to file a claim directly against the state.

The volunteer acknowledges that the Institution shall have no liability for personal injury or property damage which may suffered by the volunteer, unless such injury or damage directly results from the negligent act or omissions of state employees or authorized volunteers. Any and all negligence claims shall be expressly limited to claims approved by the Claims Commission.

The volunteer acknowledges that he/she may not operate automotive or other state-owned equipment of the Institution without specific written authorization of the president of the Institution.

The volunteer and the Institution agree that no person shall be subjected to discrimination on the basis of race, color, religion, sex, age, handicap, or national origin in the execution or performance of this agreement.

The Tennessee Board of Regents, the State of Tennessee and their respective employees shall have no liability unless specifically provided for in this Agreement.

This Agreement may be terminated at any time upon written notice of the volunteer or the Chancellor for the Tennessee Board of Regents.

ACKNOWLEDGEMENT

I, _____, SSN: _____ - _____ - _____, have read and understand the

Above statement/agreement and agree to abide by its terms and conditions while I am participating in

volunteer activities at TBR Central Office. This agreement is effective from _____ through _____.

Volunteer's Address:

Signature of Volunteer: _____ Date: _____

Recommendation of Approval of Statement of Understanding/Agreement

Supervisor of Volunteer: _____
(Please print or type)

Signature of Supervisor: _____ Date: _____

Human Resources: _____ Date: _____

Chancellor: _____ Date: _____