

PARENT/GUARDIAN VOLUNTEER AGREEMENT

Thank you for your interest in volunteering at Coral Academy of Science Las Vegas (CASLV). Our school is better for the contributions of our parents and guardians. We appreciate you!

Nevada law and school policies dictate the paperwork we need to collect before you begin volunteering. Thank you for reading carefully and please let us know if you have questions. If not, please fill out this form and sign below.

Volunteering Conditions

I understand that to volunteer at CASLV (whether in the classroom, on field trips, and/or at any other formal school function or activity (e.g. chaperoning a sporting trip)), I am required to:

- 1. submit fingerprints (see NRS 391.104-105, and the instructions below), and
- 2. provide the paperwork listed under "Documentation" below.

The submission of fingerprinting and the documentation below are legal pre-conditions in order to become a CASLV Parent Volunteer.

Documentation.

| I under | rstand that to volunteer at CASLV, I must (please check all boxes, as you satisfy the requirement): |
|---------|---|
| | Read and Sign this "Parent Volunteer Agreement"; and |
| | Read and Sign the "Fingerprint Background Waiver"; and |
| | Provide to the Fingerprint Technician a valid, non-expired government issued photo identification, for verification purposes, prior to being fingerprinted; and |
| | Submit the Confirmation Receipt with all of the above listed items to the front office staff of the school where I am seeking to volunteer. |

Mandatory Reporting Duty (Abuse/Neglect).

I understand that in compliance with NRS 432B.220(4)(e), any volunteer at a public school (e.g., CASLV), regardless of whether they are licensed or paid, <u>must</u> report any suspected abuse or neglect of a child by any person responsible for that child's welfare. You will find more information, and hotline telephone numbers, at https://dcfs.nv.gov/ or https://www.clarkcountynv.gov/residents/family_services/child_abuse.php.

Confidentiality.

I understand that as a volunteer at CASLV, <u>ALL</u> student and staff information which I may be exposed to is strictly confidential. I agree not to access, review, disclose, or use confidential student or staff information without specific authorization from a school administrator.

I understand that even when I am no longer a volunteer with CASLV, any confidential information I have learned must remain confidential. I understand that any breach of these confidentiality requirements will result in my immediate termination as a volunteer and may result in legal action against me.

Policy Compliance.

I understand that I must comply with all CASLV policies and procedures applicable to school staff and volunteers, and follow all directions from school administrators and staff while serving as a volunteer.

Continuing Service.

I further understand that my authorization to serve as a volunteer may be terminated at the discretion of the Executive Director and School Principal at any time if they determine it is the best interests of the students and/or school. I have no legal right to serve.

Fingerprint Handling/Processing

Fingerprinting is required by Nevada law.

I will have my fingerprints taken at Fingerprinting XPRESS or another vendor flagged by CASLV. I understand they will submit my fingerprints to the Nevada Department of Public Safety and FBI, both of which will run my prints and send a criminal history report to the school's Human Resource Director. This process may take up to 3-6 weeks. Criminal history reports are confidential and will not be shared with any individual or other agency.

After my fingerprints are taken, the technician will give me a confirmation receipt. I will be sure to share this receipt with front office staff at the school campus where I am seeking to volunteer. This will be forwarded to the school's Human Resources department, as confirmation that my fingerprints were taken.

Unless emergency circumstances exist, I will not be able to volunteer until the Human Resource Director has reviewed the criminal history report and approved my participation.

Approval/Denial Process

I understand that in determining which volunteers will be subject to fingerprinting, and whether the results are satisfactory, the CASLV Executive Team may consider all appropriate factors, including the nature, frequency and duration of volunteer work and whether the volunteer may have unsupervised contact with minors. Volunteers who have a felony conviction will not be eligible to serve as a volunteer. Volunteers who are currently on formal or informal probation will not be eligible to serve as a volunteer until the probationary period has been completed. Parents and/or guardians are not prohibited from being active in their children(s) education; however, they may be limited in volunteer capacities due to prior convictions and/or probationary periods.

Assumption of Risk.

I will exercise reasonable due care and caution while volunteering. I understand that there may be certain inherent risks associated with volunteering, including possible risks to my health, safety, or well-being. I understands the nature of those risks, or had the opportunity to ask CASLV to explain such risks. I assumes all risks involved in volunteering. That includes risks that may arise from the negligence or carelessness of CASLV staff members.

Health.

Volunteering may involve stressful situations and/or strenuous physical activity. I certify that there are no physical, emotional, psychological or mental health concerns which prevent my participation. I certify that I am physically fit, sufficiently prepared, and have not been told not to participate by a medical professional. I am solely responsible for determining my state of health.

Liability Waiver & Release.

Volunteering is optional. As consideration for being permitted to volunteer, I (on behalf of myself and my assigns, heirs, executors, administrators, family, and next of kin), hereby agree:

(a) to forever waive, release, and discharge, from any and all liabilities (including but not limited to my personal injury, disability, death, property damage, property theft, and other losses or harms) and claims (in law or equity, and in contract or tort) relating to or arising out of my volunteering, CASLV (including as a result of the negligence or fault of CASLV) and its owners, directors, officers, employees, chaperones, volunteers, representatives, and agents (collectively, the "Releasees"), and covenant not to sue the Releasees with respect to any such liabilities or claims;

- (b) to *indemnify and hold harmless* the Releasees from any and all such released liabilities and claims, including reasonable attorneys' fees and costs (whether or not a legal proceeding is commenced); and
- (c) CASLV is not responsible for the acts, or omissions of third parties (including, for example, students and other parents/guardians).

Past & Future Volunteering.

If I volunteered in prior school years, or volunteer in future years, I understand CASLV may consider this form to apply to past and future years, or to insist that I fill out and sign a new form.

Miscellaneous Provisions & Certification.

I acknowledge that this form is being relied upon by CASLV in allowing me to volunteer. This form shall be construed broadly to provide a waiver and release of liability to the maximum extent permissible by law. If any portion of this form is invalid, (i) the court shall modify the other provisions to give maximum effect to the waiver and release, and (ii) all other provisions shall continue in force and effect. This form should not be construed for or against a drafting party, but interpreted neutrally and by its plain language. This form is governed by Nevada law and the sole venue for any disputes is Clark County, Nevada.

I certify that I: (1) have read this form and fully understand its contents; (2) am aware that this form includes a binding, contractual waiver and release of legal rights; (3) have signed this form freely, intentionally, knowingly, and voluntarily; and (4) had the opportunity to consult with legal counsel prior to signing.

I have read, understand, and agree to the information presented above:

| Volunteer's Name: | Date: |
|------------------------------------|-----------------|
| Volunteer's Signature: | Phone Number: |
| Volunteer's Email Address: | |
| Principal's Name: Emrullah Eraslan | Campus: Cadence |
| Principal's Signature: | |

www.CASLV.org | info@coralacademylv.org



As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulations (CFR), 50.12, among other authorities.

- 1. You must be notified by Coral Academy of Science Las Vegas (name of requesting agency) that your fingerprints will be used to check the criminal history records of the FBI and the State of Nevada.
- 2. Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.
- 3. Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI and/or the Central Repository for Nevada Records of Criminal History may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.
- 4. Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI and/or Central Repository for Nevada Records of Criminal History, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.
- 5. If you have a criminal history record, you should be afforded a reasonable amount to time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the FBI criminal history record. The procedures for obtaining a change, correction, or update of your FBI criminal history record as set forth at, 28 CFR 16.34 provides for the proper procedure to do so.

| Applicant: | |
|------------|------|
| Initial | Date |

- 6. If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at https://www.fbi.gov/services/cjis/identity-history-summary-checks and https://www.edo.cjis.gov.
- 7. If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via https://www.edo.cjis.gov. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)
- 8. You have the right to expect that officials receiving the results of the fingerprint-based criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal or state statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.
- 9. I hereby authorize Coral Academy of Science Las Vegas (name of requesting agency), to submit a set of my fingerprints to the Nevada Department Public Safety, Records Bureau for the purpose of accessing and reviewing State of Nevada and FBI criminal history records that may pertain to me.
- 10. I hereby release from liability and promise to hold harmless under any and all causes of legal action, the State of Nevada, its officer(s), agent(s) and/or employee(s) who conducted my criminal history records search and provided information to the submitting agency for any statement(s), omission(s), or infringement(s) upon my current legal rights. I further release and promise to hold harmless and covenant not to sue any persons, firms, institutions or agencies providing such information to the State of Nevada on the basis of their disclosures. I have signed this release voluntarily and of my own free will.

A reproduction of this authorization for release of information by photocopy, facsimile or similar process, shall for all purposes be as valid as the original.

In consideration for processing my application I, the undersigned, whose name and signature voluntarily appears below; do hereby and irrevocably agree to the above.

| LLASE I MINI | Signature: | riist ivalile | Middle |
|-------------------------------------|----------------------------|-----------------------|------------------|
| Agency Representative: PLEASE PRINT | Johnson-Peevy Last Name | Bridget First Name | Denise Middle |
| Agency Account #: | | Mr. | |
| Date: | | | |
| Applicant's Signature: | | | |
| PLEASE PRINT | Last Name | First Name | Middle |