

## **VOLUNTEER WAIVER & RELEASE AGREEMENT**

Thank you for offering to serve as a Volunteer for Peak to Peak Charter School! The purpose of this Volunteer Agreement is to establish expectations for Volunteers, in order to ensure that effective learning and teaching take place in a safe, secure and welcoming environment. A Volunteer is a person who works on an occasional or regular basis at school sites or other educational facilities to support the efforts of the professional staff and is not an employee.

### **As a Volunteer for Peak to Peak Charter School and the Boulder Valley School District, I understand and agree to the following:**

1. I will receive authorization from the Volunteer Coordinator, Level Principal or Administrator prior to providing service as a Volunteer.
2. At all times, I will serve under the direct supervision of a School staff member.
3. I understand that the School reserves the right to decline my volunteer service at any time, for any reason.
4. I understand that I must follow all Board of Education policies, particularly those applicable to Volunteers (KF, KFD, KFD-R, KK) as well as Peak to Peak building regulations, goals, priorities and guidelines.
5. I understand that I am expected to be familiar with the School building's evacuation and lockdown procedures.
6. I understand and acknowledge that my participation in any and all work activity at or for the School is completely voluntary on my part and is performed without the expectation of payment or remuneration. I will not receive any compensation or remuneration from the School, the School District, a parent or any fundraising organization for performing volunteer service.
7. I will conduct myself in a friendly, courteous manner and not show partiality toward any student nor share my personal religious or political beliefs.
8. I will refer any potential student disciplinary issue to a supervising staff member or the Principal/Administrator.
9. While serving as a Volunteer, I will wear my volunteer badge at all times.
10. I understand that I am expected to make every reasonable effort to ensure that the School and School District's technology resources are used appropriately and responsibly.
11. I understand that it is my responsibility to inform the Principal/Administrator of any health or medical issues that may impact my services as a Volunteer.
12. I understand that as a Volunteer I am covered by the School's liability insurance as long as I follow Volunteer protocol and I immediately notify the Principal/Administrator of any occurrence that may result in a claim.
13. I understand and agree that any injury I may sustain while performing service as a Volunteer will not be covered by the School's Worker's Compensation insurance and will be my sole responsibility.

14. I understand that I am a Volunteer, and am not considered an employee while providing volunteer services.
15. I have completed the Volunteer Training.
16. I understand that I am not authorized to drive School vehicles or to transport children, staff or school guests in my own vehicle (unless I have complied with the requirements of the Board Policy EEAE – Student Transportation in Private Vehicles).
17. I hereby waive any and all claims for damage or loss to my person or property, which may be caused by the School, including its directors, officers, employees, agents, and/or affiliated organizations. Further, I hereby release all the aforementioned parties from liability, claims, demands, costs, charges and expenses incident to any possible damage or personal injuries sustained by me while working as a volunteer for the School. I voluntarily assume the risk of all dangerous conditions associated with my work as a volunteer for the School and waive any and all specific notice of the existence of such conditions. I promise not to assert against the School, including its directors, officers, employees, agents, and/or affiliated organizations, their heirs or legal representatives, in any court of law, any claim or claims that I now have or may have in the future, known or unknown, based on any injury to my person or property as a result of my participation in volunteer work for the School. I acknowledge that, since I am a volunteer and not an employee, in the event of an injury during the course of my volunteer work for the School, I will not be entitled to receive any Workers' Compensation benefits, and in the event that my volunteer services are no longer needed by the School, I will not be entitled to receive any Unemployment Compensation benefits.

### **Confidential Information**

I may, under limited circumstances, have access to student education records or confidential staff information in connection with my service as a Volunteer. Student education records include all names, addresses, records, files, documents and other materials that contain personally identifiable information on any student, as well as the personally identifiable information itself (including student grades and test scores). Confidential staff information includes any information, whether written or spoken, that is specific and private to Peak to Peak staff as individuals or as a collective staff group. I agree to maintain the confidentiality of all student education records and confidential staff information that I may generate or to which I may be given access as a Volunteer. This means that I agree not to disclose student education records, personally identifiable student information in such records, or confidential staff information to any person other than the School Administrator(s) with whom I am working. Should I inadvertently acquire any confidential information concerning students or staff through the use of district technology, I understand the access of such information must be reported immediately to a School Administrator. I will never take any confidential student records off campus unless specifically authorized by the School Administrator(s) with whom I am working. I understand and agree that my failure to maintain the confidentiality of all student education records or confidential staff information to which I may be given access may disqualify me from further service as a Volunteer at the School.

### **Background Checks**

I understand that prior to serving as a Volunteer or at any time during my service as a Volunteer, the School may conduct a criminal background check on me for any reason. This background check may include obtaining a report from a reporting agency that may include information concerning my criminal history.

### **Screening Process**

If the background check results in any criminal history information then Human Resources will consult with the Principal/Administrator to apply guidelines applicable to screening new employees. Volunteers whose history demonstrates a risk to the safety or well-being of students and staff will be denied participation. Among the factors taken into consideration is the nature of the offense, the age of the person at the time of the offense, and the amount of time between the date of the offense and the date of the application.

### **Guidelines for disqualification:**

- Registered sex offenders;
- Founded case of child abuse or neglect;
- Currently on probation;
- Conviction of or plea of no contest to any felony;
- Conviction of or plea of no contest to any misdemeanor that indicates the volunteer may pose a threat to the integrity or safety of the school environment or relate to the volunteer duties;
- More than one DUI within 5 years;
- A pattern of criminal charges, even if the charges were dismissed, which cause concern that the volunteer may pose a threat to the integrity or safety of the school environment.
- Criteria for rejecting a volunteer from transporting students may include:
  - A history of a prior traffic violation or violations that reflect disregard for the safety of self and others;
  - Any conviction of DUI within the last 5 years is an automatic denial of clearance to transport students.
- Intentionally falsifying any information or documents submitted during the volunteer application process.

**Liability Insurance Coverage:** The school's insurance policy covers all "authorized volunteers." Following the background check procedures will help ensure that our school's volunteers are "authorized" within the meaning of the insurance policy and will be covered for any liability incurred in the performance of their assigned duties.

Any questions regarding volunteer requirements can be directed to Allie Cross, Peak to Peak Charter School Office Director, 303-453-4682; [alison.cross@bvsd.org](mailto:alison.cross@bvsd.org).

(continued)

Select one:

- Fingerprinting to last until your student graduates - coupon code will be provided
- Request for one-time Volunteer background check (provided over email)

I have read this Volunteer Waiver and Release Agreement completely, understand its contents fully, and am signing it voluntarily.

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Name (*Please Print legibly*)

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Date

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Signature

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Phone Number

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Email Address