

**RC ACTIVITIES, INC.**

**POLICIES AND PROCEDURES MANUAL FOR  
VOLUNTEERS**

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## **STATEMENT OF PURPOSE**

The following policies and procedures are designed to educate and assist volunteers in fulfilling their responsibilities as they relate to furthering the purpose and mission of RC Activities, Inc. (the "Institution"). Other policies and procedures which govern a volunteer's relationship with other individuals (such as teachers, employees and volunteers) may be in effect from time to time. Questions concerning the scope or meaning of these policies and procedures should be raised through the Director.

No portion of these policies and procedures (or any other policies and procedures issued from time to time) should be viewed as creating any contractual commitments to volunteers and the matters discussed herein are subject to change or modification.

## **RESPECT FOR DOCTRINE OF THE ROMAN CATHOLIC CHURCH**

The Institution expects volunteers to demonstrate an openness and respect for the Roman Catholic Church and its doctrines and institutions.

## **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Volunteers shall obey all federal, state and local laws and ordinances. Volunteers shall report all violations of law for which they are arrested or convicted (other than minor traffic violations) to the Director within seven days of any arrest or conviction.

## **POLICY ON SEXUAL MISCONDUCT**

The Institution is fully committed to maintaining a safe environment for minors in all of its programs and events. The Institution will respond promptly and pastorally both to anyone bringing forward an allegation of sexual abuse as well as to the staff or volunteer subject of the report.

Allegations of sexual abuse may come from a variety of sources, including alleged victims, family members, staff, volunteers, other persons, or from the perpetrators themselves. Because each case is distinct, these procedures to handle abuse allegations will need to be applied and adapted according to the facts and circumstances of each individual case. These procedures may, from time to time, need to be reviewed and if needed, changed to accommodate new procedures and/or changes.

The Institution takes all allegations of sexual abuse or misconduct seriously and is committed to work in cooperation with civil authorities in any criminal investigation stemming from an allegation. When the civil authorities have concluded their investigation, the Institution shall conduct its own internal investigation (The Institution will do this even when the civil authorities have decided not to press criminal charges. In an instance of this nature, the goal of the investigation will be to determine if there was any misconduct short of abuse, or any breach of duty or boundary violation.) By investigating the incident and the circumstances around it, the

Institution hopes to improve its own policies and procedures to enable it to better protect children.

A person is presumed innocent until proven guilty. The presumption of innocence does not preclude the Institution from taking immediate, prudent action to protect the victim and the community in response to complaints and before an investigation is complete.

#### **A. Obligation to Report Suspected Abuse of a Minor and Reporting Procedures**

In the case of personnel, it is the responsibility of the Institution to ensure that personnel are familiar with any and all reporting requirements currently in place at the state and local level where the Institution is located.

The Institution's policy is to advise any person attempting to report any incidence of suspected abuse that any person who has actual knowledge of or who has reasonable cause to suspect that an incident of abuse of a minor has occurred shall notify Child Protective Services himself/herself within 24 hours. The person may request assistance from his/her Responsible Administrator to carry it out, but he/she must do it himself/herself. Usually Child Protective Services will send a written acknowledgement of a report to the individual who made it; that should be conserved as proof that one has fulfilled this responsibility. The person should also inform the Responsible Administrator, in writing, that a report had been made.

If the Institution feels that information reported to it gives reasonable cause to suspect abuse of a minor and causes the Institution to be required to report to a governmental agency, the Institution shall so report. The Institution should prefer to err in favor of over reporting, rather than under reporting.

The law with regard to the reporting of abuse makes it mandatory that concerns over a minor's health and safety are paramount. From time to time, an accusation may ultimately turn out to be false, but it is not up to the Institution to put itself in the place of governmental agencies and determine the validity of accusations. The Institution must report as the law requires.

When an allegation of abuse is first received by the Institution, the Responsible Administrator should gather sufficient information to complete an initial report. The basic information in that initial report shall include to the extent possible the following:

- Name of the alleged victim,
- Age of the alleged victim,
- Address and phone number of alleged victim,
- Name of the alleged perpetrator,
- Current location and contact information of the alleged perpetrators,
- Approximate dates of the alleged abuse,
- Nature and location of alleged abuse,
- Any additional relevant details.

The Responsible Administrator of the Institution will immediately inform the Board of Directors of the Institution via its chairperson by providing the initial report. The chairperson will also inform the Risk Management Department who will alert the legal department as well as the insurance provider.

The Responsible Administrator of The Institution will speak with the accused staff or volunteer to advise him/her of the allegation and pursuant to policy will ensure that he/she is immediately removed from any responsibilities and from any situations that could pose a possible threat to minors until the investigation is completed. Anonymous allegations will be taken seriously and investigated thoroughly. The staff or volunteer will be promptly informed that the allegation has been received. As in all cases, where an alleged victim has been identified who is still a minor, the civil authorities and the Arch/Diocese will be notified, as well as in the cases in which the alleged victim is no longer a minor. The Responsible Administrator should limit himself/herself to informing the staff or volunteer of the allegation but refrain from questioning him/her about it, since the latter could be construed as an obstruction of justice. All involved need to keep in mind, and the staff or volunteer most of all should be informed, that the civil authorities have to finish their own investigation first, prior to any internal investigation by The Institution.

To report suspected abuse in the local area, Child Protective Services can be reached at the numbers published at the time these policies are promulgated, or by calling 911 in an emergency your city or state.

The Institution will cooperate fully with any investigation by the civil authorities. The Institution's internal investigation will be on hold until the civil authorities have finished their own or have given their consent for the Institution to proceed.

When the Institution sponsors an event for minors outside the state it will attempt to provide each personnel with the name and telephone number of the appropriate Child Protective Services reporting agency.

The Responsible Administrator of the Institution will respond in a sensitive manner to the alleged victim and his or her family. The Responsible Administrator should offer any type of assistance that the family would find helpful. But the Responsible Administrator should be very careful not to make comments or ask them questions that might taint them as witnesses if the civil authorities have not yet concluded their investigation.

Regarding criminal and civil penalties involved in these types of claims/allegations, the following are to be taken into account:

- Criminal and civil penalties are always personal.
- The Institution can be held liable if through negligence they have permitted policy violations, abuse or crimes or, when these occur, if they did not act with prudence and speed or if they do not follow the established procedures.
- The failure to observe the reporting laws of the local and state jurisdiction may result in legal penalties for the Institution since such failure may be construed as complicity, cover up, or obstruction of justice.

- Generally, any person who, pursuant to the law, reports abuse or neglect or testifies in a child abuse hearing resulting from such a report is immune from any criminal or civil liability as a result of such action. Any person who knowingly fails to report suspected abuse or neglect pursuant to the law may be subject to criminal prosecution.
- Severity of the criminal sanctions in addition to possible civil liability varies from jurisdiction to jurisdiction.

## **B. Obligation to Report Suspected Abuse of a Minor to the Arch/Diocese**

After informing the civil authorities a representative of the Institution with the consent of the Board of Directors will inform the Arch/Diocese that an allegation has been made and that it has been reported to the appropriate authorities, and that the Institution is following its policies and procedures.

Most, if not all, Arch/Dioceses also provide guidelines assisting individual and Institutions in the reporting and handling of a suspected abuse of a minor. It is the duty of the Institution to ensure that personnel are familiar with any and all reporting requirements currently in place in the Arch/Diocese the Institution is located in.

## **C. The Institution Internal Handling of Reports of Incidents Involving a Minor (Internal Investigation)**

The Institution understands that civil authorities must respond to and investigate reports of abuse. The Institution will at all times fully cooperate with the authorities.

Upon receipt of a complaint of child sexual abuse the Institution will refer the matter to civil authorities and begin an internal investigation according to established procedures and, if the accused is clergy, in accordance with canon law and/or the order's or Arch/Diocesan internal procedures. When civil authorities are conducting a criminal investigation, the Institution will defer to that investigation process.

The internal investigation should be carried out in a thorough and objective manner, so that its conclusions will be as reliable and as definitive as possible.

The Responsible Administrator of the Institution will appoint an internal investigator to take charge of all aspects of the inquiry. If required by the circumstances, the Responsible Administrator will retain the services of a professional investigator to assist in the inquiry. There can be considerable advantages to having an internal investigator work in tandem with a professional investigator, among others:

- Because the internal investigator knows the norms and culture of the Institution, he will be in a very good position to facilitate the discovery of possible anomalies that the professional investigator as an outsider might miss.

- The presence of the internal investigator can help to ensure that the investigation is as respectful as possible to the alleged perpetrator's right to privacy, to the honor owed to his/her person and good name, to the welfare of the Institution as a religious family, and to the Institution's spirit.
- A professional investigator will help to ensure the quality and ultimate credibility of the inquiry.
- In some cases, when civil authorities have carried out an investigation and produced a report, that may be deemed sufficient to attain the goal of an objective, third party inquiry, such that the internal investigation could be carried out solely by the internal investigator.
- The internal investigator will try to establish all the facts concerning the alleged abuse. Either personally, or through the professional investigator, he/she will interview the alleged perpetrator, the alleged victim, and any other persons mentioned by the alleged victim in his/her accusation or anybody else he/she considers may have relevant information concerning the case.
- The internal investigator will advise all parties he/she interviews that he/she is acting as the representative of the Responsible Administrator and the Institution and that any conversation with him/her are not subject to attorney/client or pastoral privilege. He will also advise the parties that, although pastoral care is available, he/she will not be the person providing that care.
- In the case of verified or undisputed allegations, the Institution will try to identify any other potential victims and they will be interviewed by the Investigator.

In the course of the investigation, the Investigator will periodically keep the Institution informed regarding status.

All elements of the investigation will be documented and will be presented to the Responsible Administrator by the investigator and professional investigator in the final report. These documents will be stored in the office of the Institution. They are the property of the Institution and will remain with that office when a new Responsible Administrator is appointed. The report will also be stored in the personnel file of the staff or the volunteer who is the subject of the investigation.

The Responsible Administrator will maintain contact with the accused staff or volunteer throughout the entire investigation process by appropriate and pastoral means. When the Responsible Administrator has received the completed report, he will present the results of the investigation to the staff and volunteer for his/her response.

After receiving the final report of the internal investigation, the Responsible Administrator will convene the Board of Directors as soon as possible. The Board will study attentively the documentation and the results of the investigation presented to them, and will provide their written opinion on the case. The Board shall at all times maintain and preserve confidentiality of the information received on any such cases. The Responsible Administrator of the Institution will

also provide the results of the report to the competent personnel at the Arch/Diocese the Institution is located in, if required be Arch/Diocese standards and/or procedures.

#### **D. The Victim**

The Institution will offer pastoral, psychological, and spiritual support to victims and their families. Such assistance is pastoral and shall not, in any way, be considered as an indication that the Institution is legally responsible for the actions of the accused staff member or volunteer.

The Institution may coordinate such assistance through the outreach to victims' office of the Arch/Diocese the Institution is located in. The Institution or the Arch/Diocese will designate a competent lay assistance coordinator to organize and direct outreach to victims and the delivery of victim assistance and support services to persons who claim to have been sexually abused. The Institution and/or the Arch/Diocese will/may:

- Be respectful of all persons bringing a complaint.
- Provide and advocate/advisor upon request.
- Help victims obtain counseling support.
- Provide information about support groups.
- Help victims and families obtain spiritual direction
- Help bring concerns to the proper Church officials.

#### **E. Outcome of Investigation**

Personnel admitting to (does not contest), is found guilty of a disqualifying offense, not just those involving a minor, or it appears that an alleged claim is substantiated or where an existing settlement agreement comes to light, concerning said staff member or volunteer, whether confidential or otherwise, shall be immediately terminated and barred from further activity with the Institution.

If, after any governmental investigation is completed, it is determined that the alleged claims are false, or if the complaint is withdrawn, or it appears that there is a lack of evidence to support the claim and pending the outcome of the internal investigation, the individual may resume their duties with the Institution without prejudice unless later civil or criminal action against the individual mandates a different course of action. Even if a criminal investigation has been dropped, the internal investigation may discover policy or boundary violations committed short of abuse which may impose limitations on activities, including termination of employment or suspension of volunteer services.

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In case where the allegation has been established, the Responsible Administrator will contact the appropriate arch/diocesan offices to communicate the nature of the allegation and to inform the arch/diocese of the procedure followed and the response of the Institution to the allegation.

If an allegation is deemed to be without merit, the Responsible Administrator will coordinate communication with all appropriate parties so that reconciliation can take place where possible and reparation of damage to reputations can be undertaken.

In all instance, the final decision of concerning the internal investigation rests with the Responsible Administrator of the Institution upon review of the facts, investigative report, and board of Directors recommendations, always recognizing the staff or volunteer's rights to appeal to the Institution.

It is the responsibility of the Responsible Administrator of the Institution to communicate his/her conclusions and decisions to the person that made the complaint, to the staff or volunteer involved, and to other parties, as necessary and appropriate. All such communication should be documented.

If at any time during the course of implementing these procedures, civil or criminal proceedings are initiated against an accused staff or volunteer, these internal procedures may be suspended immediately to be resumed, if deemed necessary, only after the completion of the civil or criminal proceedings. In such a case, the Responsible Administrator shall recommend to the Board of Directors a possible course of action with respect to the accuse staff or volunteer, in keeping with the intention of these procedures and in the interests of justice.

Should an allegation prove to be unsubstantiated, the staff or volunteer will be returned to normal employment duties or volunteer services and the Responsible Administrator will work towards the restitution of his/her good name. This would include such actions as letting the Arch/Diocese know of the outcome, extensive oral and written communication with other staff or volunteers who had come to know about the original accusations.

## CODE OF CONDUCT

As part of the Safe Environment Program requirements, the Institution adopts an Adult Code of Conduct. The Institution will incorporate the following Code of Conduct into all the Institution sponsored programs and events in which adults and children participate. It may be preceded or followed by additional language.

The Arch/Diocese the Institution is located in may also require Personnel, whether under direct authority and/or control or not, to adhere to its own Adult Code of Conduct. Such requirements will supersede any lesser requirements under the Institution's Adult Code of Conduct.

Young people are among the most important gifts God entrusts to us. As a volunteer in the Institution sponsored event or program, I promise to strictly follow these policies and the following standards as a condition of my providing services to the Institution

### **I will:**

Conduct myself in a manner that exhibits the highest Christian ethical standards and avoids even the appearance of impropriety, and therefore I will:

- 1) Report suspected abuse of any minor to the appropriate authorities.
- 2) Cooperate fully in any investigation of abuse of children.
- 3) Develop and maintain the level of skill required to be competent.
- 4) Be knowledgeable of and adhere to all applicable aspects of *the Safe Environment Program of the Institution*.
- 5) Complete training in children' protection through VIRTUS or any other acceptable means, and in my Arch/Diocese if required.
- 6) Treat everyone with respect, loyalty, patience, integrity, courtesy, dignity, and consideration.
- 7) Honor the equality of all people, avoiding all forms of discrimination and respecting the dignity of each person without regard to economic status, age, gender, race, ethnicity, religion, or physical or mental abilities.
- 8) Use positive reinforcement and communication rather than criticism, unhealthy competition, or comparison.
- 9) Become thoroughly familiar with the objectives and guidelines of the program in which I am participating and strive to achieve these objectives and communicate them appropriately.
- 10) Be aware of and adhere to emergency plans and evacuation routes appropriate to the program in which I am participating.
- 11) Be responsible and/or accountable for stewardship of all resources entrusted to my care.
- 12) Uphold the authority of those responsible for the program or activity in which I am participating and assist them in every way to encourage learning and to conduct fair and impartial events.

- 13) Avoid situations where I am alone with children, always following the two adult rule. When I need to have an individual conference with a minor, I will do so in a place that is visible to others and well-trafficked.
- 14) Avoid any form of excessive familiarity, inappropriate language, or any situation and conduct that exploits or could give the appearance of exploiting another.
- 15) Follow practices that consistently exhibit no tolerance for any form of abusive behavior.
- 16) Follow practices that demonstrate appropriate relationships between Personnel and children that are important for a child's development and a positive part of work.
- 17) Not provide false or misleading information on the Safe Environment Questionnaire.
- 18) Establish and at all times maintain appropriate relationship with youth/children I come into contact with. This includes not establishing texting relationships, sharing personal cell phone information, etc.

**I will not:**

- 1) Use physical affection to initiate inappropriate contact with children.
- 2) Touch a minor in a sexual or other inappropriate manner.
- 3) Smoke or use tobacco products in the presence of children.
- 4) Purchase tobacco products for or distribute tobacco products to children.
- 5) Use, possess, or be under the influence of alcohol while supervising children or while participating in an Institution event for children.
- 6) Purchase alcohol for or distribute alcohol to anyone under the age of 21.
- 7) Use, purchase, possess, distribute, or be under the influence of illegal drugs at any time.
- 8) Purchase, download, possess, or distribute pornography at work.
- 9) Pose any known health risk to children (i.e., no fevers or other contagious situations).
- 10) Humiliate, ridicule, threaten, demean, nor degrade children or others nor tolerate such behavior in the environment for which I am responsible.
- 11) Use physical discipline in any way for behavior management of children. No form of physical discipline is acceptable. This includes but is not limited to spanking, slapping, pinching, shaking, hitting or any other physical force as retaliation or correction for inappropriate behavior of a minor.
- 12) Use profanity in any form in the presence of children.

I have read, understand its meaning, and agree to conduct myself in accordance with its terms. Further, I understand that my failure to agree to and abide by the Adult Code of Conduct will result in my termination of volunteer missionary services and bar me from participation in any of the Institution activities.

## **VOLUNTEERS**

### **A. Insurance**

Although the Institution may carry insurance covering certain occurrences, the Institution is not obligated to, and may not carry, insurance providing volunteers with any benefits (other than insurance benefits required by law). To the extent that a condition, illness or injury is not

covered by insurance (if any) provided by an Institution, the Institution shall not be responsible (financially or otherwise) for such condition, illness or injury.

## **B. Requirements of Hiring and Admission**

The Institution relies upon the accuracy of all information presented by a potential volunteer in his/her application, if applicable, during interviews and throughout the Institution's process of accepting a volunteer. Any misrepresentation, falsification or material omission in any of this information may result in an Institution's exclusion of an individual from further consideration by the Institution or, if the person has been accepted, termination of the relationship.

## **C. Discrimination in Admission, Hiring, Promotion or Dismissal**

The Institution is committed to providing volunteers with a work environment that is free from discrimination against any individual based upon race, sex, age, national origin, disability or any other legally protected status. Discrimination against volunteers will not be tolerated by the Institution and is strictly prohibited. However, when an Institution is recognized as a religious Institution, it may legally have a policy of accepting only volunteers of the Catholic faith as a bona fide essential requirement to serve as a missionary. The Institution will make reasonable accommodations, in accordance with applicable law, for a qualified individual with a disability unless doing so would result in an undue hardship.

## **D. Harassment and Offensive Conduct**

The Institution is committed to providing volunteers and Institution employees with a work environment that is free from harassment of, or other offensive conduct toward, any individual based upon race, color, sex, national origin, disability or age (40 or over). Harassment and offensive conduct against volunteers or employees will not be tolerated and is strictly prohibited. Any volunteer found to have violated this policy will be subject to disciplinary action, which may include discharge. Any volunteer who believes he or she has been subjected to discrimination or harassment should, if feasible, advise the offender that the conduct is unwelcome and must stop. If the volunteer is unable or uncomfortable in taking this course of action or if the request is unsuccessful, then the volunteer should promptly report the incident as specified below. Do not assume that the Institution is aware of the problem. It is the volunteer's responsibility to bring such complaints to the Institution's attention. Volunteers will not be penalized in any way for reporting such conduct.

Harassment and other offensive conduct includes any conduct, whether verbal, visual or physical, which has the purpose or effect of interfering with an individual's work performance or development, or which creates an intimidating, offensive or hostile work environment (e.g., slurs, offensive remarks, jokes and lewd behavior). The work environment encompasses all work-related settings, including business trips and business-related social events.

## **E. Sexual Harassment**

Sexual harassment and offensive conduct are strictly prohibited by the Institution.

#### Definition

1. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
2. Submission to such conduct is made either explicitly or implicitly a term or condition of continuing to provide volunteering services;
3. Service decisions regarding an individual (i.e., promotion, demotion, etc.) are based on a volunteer's receptiveness to unwelcome requests or conduct; and
4. Such conduct or speech has the purpose or effect of unreasonably interfering with an individual's service performance, or creating an intimidating, hostile, or offensive working environment (e.g., unwanted sexual jokes, vulgar language, sexual gestures, physical assaults, sexual advances, displaying sexually-oriented materials, etc.).
5. No volunteer shall engage in, or create a situation involving, sexual harassment.

#### **F. Procedures for Reporting Harassment and Offensive Conduct Claims**

##### Offensive Conduct Claims

Any volunteer, who believes that he or she has been subjected to harassment, including sexual harassment, is encouraged to promptly report the incident to either:

1. the Director or his or her written designees; or
2. the Administrator. The report should be made to the person with whom the volunteer feels most comfortable with in discussing the details of the incident. It is the duty of the Director or the Administrator to promptly investigate or coordinate the investigation. Confidentiality will be maintained except as to the extent disclosure is necessary as part of the investigation or as a result of the investigation. In determining whether alleged conduct constitutes harassment, the totality of the circumstances, the nature of the conduct complained of, and the context in which the alleged conduct or incident occurred will be considered. Disciplinary action will be taken for conduct which is determined to violate this policy, regardless of whether the inappropriate conduct rises to such a level as to be a violation of law.

#### **G. Protection from Retaliation**

Retaliation against an individual for reporting a violation of the Institution's policy is strictly prohibited and should be reported immediately to the Director. Each retaliation offense will be investigated and dealt with separately. Individuals who are not themselves complainants, but

who participate in an investigation (for example, as witnesses), will also be protected from retaliation under the Institution's policy.

#### **H. False Accusations**

The Institution recognizes that the question of whether a particular course of conduct constitutes a violation of the Institution's policy requires a factual determination. The Institution also recognizes that false accusations have serious effects on innocent persons. If, after a complete investigation, it is clear that a person who has accused another of violating the Institution's policy has intentionally made a false accusation, the accuser will be subject to disciplinary action. It is important to note, however, that the fact that a complaint is not substantiated or is determined not to constitute a violation of the Institution's policy does not necessarily mean that the complaint was false.

#### **I. No Offensive Material**

It is prohibited, while in the facilities or activities of the Institution, to possess, distribute or have access to pornographic material or similar, regardless of the media in which the said material may be found (stamped, electronic, recorded, etc.). Any volunteer or volunteer found to have violated these policies will be subject to disciplinary action, which may include discharge.

#### **J. Volunteer Information**

1. Maintenance of Records. The Institution will maintain records with respect to each volunteer while such individual is affiliated with the Institution. If a volunteer's relationship with the Institution is terminated, the Institution shall maintain such volunteer's records for a reasonable period of time, which period shall be determined by the Institution in its sole discretion.
2. Disclosure of Information. In certain instances it may be necessary to disclose information about current and/or former volunteers. All requests for information regarding a volunteer shall be referred to the Director of the program who shall be responsible for response.

### **ADULT/CHILD/IMPAIRED PERSON RELATIONSHIPS:**

#### **A. Abuse or Neglect of Children or Impaired Persons**

Abuse, whether physical, sexual or emotional, and neglect are matters of serious concern for all persons involved in the care and education of children and impaired persons. Abuse or neglect of children or impaired persons is strictly forbidden and will not be tolerated by the Institution. Any volunteer found to have abused or neglected a child or impaired person will be subject to disciplinary action which may include discharge. Further, the Institution will report, or facilitate the reporting of, even suspected abuse or neglect to the appropriate authorities and cooperate in any subsequent investigation.

There has been a significant amount of media attention given to the subjects of abuse and neglect. Actions or behavior which may be completely innocent may nonetheless appear inappropriate to, or be misconstrued by, others. The Institution is aware of the sensitivity and complexity surrounding the issues of neglect, and physical, emotional and sexual abuse and requires the cooperation of all volunteers in implementing this policy and its procedures. To assist in the protection of children and impaired persons, and to help avoid misconceptions, false, substituted or exaggerated accusations of abuse, volunteers should be alert for suspicious and unusual behavior and, absent extenuating circumstances, adhere to the following guidelines for conduct. These guidelines are not intended to provide a complete list of acceptable behavior.

- A. In dealing with children or impaired persons, two or more adults should be present;
- B. Do not appear in front of a child or impaired person unless appropriately clothed;
- C. Do not change clothes in the same room as, or in view of, a child or impaired person;
- D. During activities which involve changing clothes, putting on bathing suits or taking showers, children and impaired persons should be supervised by two or more adults of their same sex;
- E. Do not touch a child or impaired person during a religious ceremony or rite except as prescribed by the Church;
- F. Adults should avoid riding alone in a car with a child or impaired person;
- G. Do not strike or touch a child or impaired person as a means of administering discipline or punishment;
- H. No child or impaired person should be permitted to stay away from home overnight, at school or otherwise, without the written consent of the custodial parent;
- I. No child or impaired person should be taken on any type of trip or excursion without the written consent of the custodial parent;
- J. No child or impaired person should be left alone or in the care of a minor;
- K. No child or impaired person should be allowed to engage in hazardous activities;
- L. Unless specifically appointed to do so, no one without due qualifications (e.g., medical nurse), shall prescribe the use of medication, administer medication or provide medical attention (other than in emergency situations where the child's or impaired person's life is in imminent danger). To the extent practicable, medical attention permitted under this provision shall be administered only in the presence of another adult.
- M. No child or impaired person is to be denied food, water or shelter.
- N. No runaway child or impaired person is to be given sanctuary without making a timely report concerning the child's or impaired person's safety and whereabouts to the custodial parent, or the authorities. For purposes of this provision, timely shall mean within eight hours.
- O. Do not use derogatory language when addressing a child or impaired person.
- P. Do not touch a child or impaired person against his or her will.
- Q. Do not touch a child or impaired person on any portion of their body that would be covered by a bathing suit.
- R. Do not permit a child or impaired person to visit in your quarters.
- S. Be alert for suspicious or unusual behavior.

- T. If necessary to meet with a young or impaired person alone, do so in a place that is away from the ears of others, but in view.
- U. Respect a child's or impaired person's boundaries relative to physical and emotional displays of affection.
- V. Children and impaired persons may seek to routinely spend time with or express affection to an adult who they admire. Encourage children and impaired persons to be balanced in their association with others.

## **B. Reporting of Abuse or Neglect**

Unfortunately, there is no known or sure system to guarantee against the presence of an individual capable of abusing or neglecting another person. Should you observe or reasonably suspect neglect or abusive conduct or receive the report of a child or impaired person concerning abuse or neglect, regardless of where the abuse or neglect may have occurred, when or by whom, it is your responsibility to make a report of the abuse to the Director or Administrator. In many states, a person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect is required to immediately report their belief to appropriate authorities. Failure to report in a prompt fashion may result in civil or criminal action or penalties. Professionals who are licensed or certified by the state and employees who, in the normal course of their duties, have direct contact with children, have heightened responsibilities and have a non-delegable duty to report upon first suspicion that a child has been or may be abused or neglected. To facilitate reporting and to help prevent neglect, physical, mental or sexual abuse from occurring, the following procedures and guidelines are to be followed:

1. If an individual witnesses or reasonably suspects the mistreatment or abuse of a child or an impaired person, the individual shall promptly notify the Director or Administrator. The individual may be asked to memorialize his or her report in writing.
2. Upon notification of abuse or neglect or suspected abuse or neglect, the Institution will make a report to the appropriate authorities, or assist the person providing notification to the Director in complying with statutory reporting requirements.
3. In the event the person suspected of abuse or neglect is affiliated with the Institution, until the matter has been resolved in full, the person accused shall be removed from any situation where he or she is in contact with children or impaired persons.
4. In such instances where a person affiliated with the Institution has been accused, if, after a complete investigation, the charges are determined to be false, the accused shall be replaced in his or her normal duties.
5. Volunteers who are found to have engaged in abusive actions involving children, impaired persons or others will be subject to discipline, including written or verbal warning, counseling, suspension, reassignment or termination. In addition, volunteers who engage in abusive behavior may be subject to prosecution and civil or criminal liability.

## **COMMUNICATIONS CONCERNING THE INSTITUTION**

### **A. Dealing with Law Enforcement Inquiries**

Any inquiry by a law enforcement agency regarding any subject is to be considered a matter of importance. In order to ensure the required coordination, and the furnishing of accurate and complete information, as well as to protect the rights of the Institution and others, no information concerning the Institution, its business, volunteers, volunteers or, whether oral or written, and no Institution records or files, should be furnished except after prior review, advice and approval of the Director. The Director or, in his absence, the Administrator shall be notified immediately of any such inquiry. It is the policy of the Institution to cooperate with the appropriate governmental authorities in connection with any investigation conducted by them in the proper performance of their duties. The individual contacted by a law enforcement agency should indicate to such agency a willingness to cooperate and should state that established procedures require that such cooperation be provided only with counsel present.

### **B. Dealing with Civil Lawsuits, Subpoenas, Deposition Notices or Criminal Indictments**

Should a volunteer be served with legal papers which initiate a civil suit, request the production of documents or his/her deposition, or provide notification of a criminal indictment in connection with Institution business, the volunteer shall immediately inform the Director or, in his absence, the Administrator. Legal papers may have important consequences and require prompt attention. The Director or, in his absence, the Administrator shall be provided with a copy of the original document as soon as practicable.

### **C. Dealing with the Media**

Volunteers are requested to keep the Director informed of media inquiries and contacts. Inquiries involving the Institution and its activities should be referred to the Institution Director. Requests for media interviews should be coordinated with the Director

## **LOSS PREVENTION**

To assist in providing a safe and healthful work environment for volunteers, volunteers, visitors, children and others, each volunteer is expected to obey safety rules and to exercise caution in all activities. Safety is not only the responsibility of the Institution's Director and the Institution's supervisors, each volunteer also shares in this responsibility. Volunteers are to exhibit safe work attitudes, safety consciousness and alertness to hazards. Safety rules applicable to specific programs and activities sponsored by the Institution and those disseminated during meetings, bulletin board postings, memos, or other written communications, as well as more informal communications shall be followed, absent overriding need under the circumstances. Volunteers must immediately report any unsafe condition to the Institution Director or, in his absence, the Administrator. Volunteers who violate safety guidelines, who cause hazardous or dangerous situations, who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including immediate termination.

## **A. Dealing with Accidents and Potential Claims**

The following procedures shall be adhered to by all volunteers upon the occurrence of an accident or potential claim.

All accidents that result in injury, regardless of how insignificant the injury may appear, and all potential claims, no matter how small, are to be reported as soon as possible to the Director. If the initial report is oral, a written report should be submitted to the Director as soon as is practicable. Incidents which should be regarded as potential claims include the following:

1. Services related injuries to Institution volunteers
2. Services related illnesses suffered by Institution volunteers
3. Injuries to third parties arising out of, related to, or incident to Institution activities
4. Damage to property belonging to parties other than the Institution, arising out of, related to, or incident to Institution activities
5. Any damage to real and/or personal property belonging to the Institution
6. Any other claim of any type where liability may be asserted against the Institution
7. Emergency Procedure
8. Emergency Telephone Numbers:

Fire Department 911

Police Department 911

Medical Emergency 911

Facilities Management 911

## **B. Medical Emergencies**

Should as the result of injury or illness immediate medical care be necessary, the Director, or a person designated by the Director (such as a supervisor), shall be responsible for transporting the injured or ill person to a hospital or medical facility.

Under no circumstances should a person requiring medical attention be allowed to travel unattended to a hospital or medical facility.

If an illness or injury is serious enough that the injured person should not be moved, the proper medical emergency service shall be immediately contacted.

## **CONFIDENTIALITY**

### **A. Confidentiality**

All information whether written or oral (of any nature whatsoever) obtained while a volunteer is affiliated with any Institution, is considered proprietary and strictly confidential information. A volunteer shall take any and all precautions to restrict the dissemination of such proprietary and confidential information and shall not use such information for his or her benefit or for the

benefit of any other person or entity. Upon the termination of the volunteer's relationship or affiliation with the Institution, the individual shall promptly return all materials provided by the Institution to the Institution and the volunteer shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of a volunteer's relationship or affiliation with the Institution.

A volunteer may be required to sign a nondisclosure agreement as a condition to becoming affiliated with the Institution. Any volunteer that improperly uses or discloses confidential information will be subject to disciplinary action, up to and including discharge or legal action.

## **B. Covert Recording Prohibited**

Tape recording or video recording of any conversation or meeting without the knowledge and consent of all participating in the conversation or meeting is strictly prohibited. This prohibition applies to all conversations and meetings, whether conducted in person or over the telephone. Violation of this policy will subject the volunteer to disciplinary action, up and including discharge.

## **C. Electronic Security Policy**

### 1. Network

- a) It is important that appropriate measures be employed for maintaining the security of electronically stored data. Electronically stored data may include information stored on computer hard disks, network directories, electronic mail messages and floppy diskettes. This electronic information is the property of the Institution. It is the responsibility of each volunteer to protect this data by adhering to the following electronic information security guidelines. Failure to adhere to these guidelines may result in disciplinary action.
- b) To avoid unauthorized access to proprietary and confidential information, volunteers should not disclose their network login or electronic mail password to others. If it becomes necessary to give your password to the network operator in the course of solving a computer problem, change your password immediately after the problem has been resolved.
- c) Sign off the network before leaving your desk for extended periods of time and before leaving for the day. Do not leave the office while signed on to the network.

### 2. Computer Files.

- a) The Institution reserves the right to access, use, examine, and/or disclose any or all computer files when it has a legitimate need to do so, or to satisfy a legal obligation. This right extends to files that are password protected. Volunteers have no privacy expectations in any computer files.

- b) All data stored on the network, hard drives or on floppy disks is the property of the Institution and is not to be copied or removed from the Institution in any manner.
- c) c. It is a violation of policy to access computer files in someone else's user director or on someone else's hard drive unless (1) you have permission to do so from the creator of that file or (2) a determination is made by the Director that access is reasonably necessary to protect the interests of the Institution or some other third party.

### 3. Electronic Mail

- a) E-Mail messages are Institution records, and the E-Mail system is provided by the Institution for business use only. It is against policy to send non-religious, non-business related messages to some or all E-Mail users. Furthermore, it is against policy to send any E-Mail message that contains obscene material, racial or sexual comments or which, anyway, violates the anti-discrimination or harassment policy.
- b) E-Mail users do not have any reasonable expectation of privacy with regard to the E-Mail messages they send or receive. The Institution reserves the right to access, examine, use and/or disclose the contents of messages sent or received by E-Mail users, whenever it has a legitimate need or reason to do so.
- c) It is a violation of policy to send an E-Mail message under the name of another person (e.g., by sending an E-Mail message from a computer that is logged on to the network by someone else) unless you have received permission from that person. It is a violation of policy to access any Email message of which you are not the intended recipient unless (1) you have received permission from the intended recipient or (2) a determination is made by the Director that access if reasonably necessary to protect the interests of the Institution or some other third party.
- d) The E-Mail system may not be used to send copies of documents in violation of copyright laws, to send chain letters, or to otherwise violate the law.
- e) The E-Mail system is not intended to store documents and messages on a long-term basis. Generally, after reading or responding to each E-mail message in your mailbox, you should delete it, print it, or save it as a file or in a folder. To ensure that the E-Mail system is not being utilized as a long-term storage device, the following policy is in effect:
  - i. E-Mail messages stored in any user's mailbox that are more than 90 days old are routinely deleted and purged from the E-mail system.
  - ii. Messages deleted by this purging process cannot be recovered. Therefore, it is essential that all messages that you wish to keep be saved as files or placed in archive folders (all messages over 90 days old in system folders will be purged).

### 4. Computer Software Usage

Any duplication of licensed software, except for backup or archival purposes, is a violation of the federal Copyright Act. In general, if a licensed copy of software program is loaded on the hard disk of one computer, that copy of the program may not be used on any other computer.

## **TRAINING AND CONTINUING EDUCATION**

The Institution strongly encourages and endorses the continued training and education of its volunteers.

1. Professional Education. Some states require professionals to complete continuing education to maintain their licenses to practice their profession and these laws may apply to accountants, health care providers, educators or others employed by, or affiliated with, the Congregation or an institution. Those volunteers whose professions require participation in and/or successful completion of continuing education programs are encouraged to participate in and complete such programs so as to maintain their licenses and/or good standing in their profession.
2. Training Seminars. Volunteers are required to attend training sessions as scheduled by the Institution.
3. Orientation. When necessary, orientation sessions shall be conducted with each volunteer to explain and discuss these, as well as other, policies and procedures.

## **REQUESTS FOR REFERENCES**

All requests for references shall be forwarded to the Director. Only the Director or its designee may respond to any requests for reference or verification of affiliation.

## **OTHER POLICIES AND PROCEDURES**

This Policies and Procedures Manual is not meant to, and cannot, cover every conceivable situation which may arise during the course of your activities. This manual is intended for use as a guideline to assist volunteers in furthering the goals and objectives of the Institution in a safe, efficient and effective manner. Volunteers are to consider the spirit of this manual and instructions they have been given as well as the mission of the Institution and draw upon their education, training, experience and best judgment under circumstances when information in this manual, coupled with information otherwise transmitted by the Institution, does not direct a course of conduct.

## **DISTRIBUTION AND RETURN OF MANUAL**

The Policies and Procedures Manual remains the property of the Institution and is for internal use only. The manual must be returned upon request. No part of the manual or its contents may be reproduced without express permission for the Director.

## VOLUNTEER SERVICES AGREEMENT RC ACTIVITIES, INC.

I (the "Volunteer") willing to volunteer my time, do hereby enter into this Volunteer Services Agreement (the "Agreement") with RC Activities, Inc. in exchange for other good and valuable consideration received from RC Activities, Inc., the receipt and sufficiency of which are hereby acknowledged.

1. **QUALIFICATIONS:** I hereby acknowledge declare and agree that I am physically and mentally able, with or without reasonable accommodation, to provide services for, or on behalf of, RC Activities, Inc.. I further acknowledge, declare and agree that I am at least eighteen years of age, and that I have never violated (convicted of violating) the laws of any jurisdiction relating to violent crimes, crimes of moral turpitude or similar offenses.

2. **VOLUNTEER SERVICES:** I hereby volunteer to serve as a volunteer in RC Activities, Inc. programs

a) I hereby acknowledge and agree that all services that I provide to, and render for the benefit of, RC Activities, Inc. are provided and rendered on a purely voluntary basis and that the relationship between me and RC Activities, Inc. shall in no way be construed as an employment agreement, an independent contracting agreement or any other relationship which would require RC Activities, Inc. to compensate me (in any manner whatsoever) for the services that I provide or render. I further acknowledge that RC Activities, Inc. may terminate my services at any time and at its sole discretion for any reason or no reason at all.

b) I further agree to abide by all of the norms, methods, projects and programs of RC Activities, Inc. and follow all directives issued as to their application and dissemination including, but not limited to, those items and responsibilities assigned to me as relates to the position named above.

c) In view of the unique and religious mission of RC Activities, Inc., I agree to protect and defend the Roman Catholic Church, its doctrine, teachings and Magisterium and to avoid any and all criticism of the Church, the Holy Father and the Bishops in communion with him.

3. **VOLUNTEER POLICIES AND PROCEDURES MANUAL ACKNOWLEDGMENT:** I hereby acknowledge receipt of the Volunteer Policies and Procedures Manual ("Manual"). This Manual contains important information governing my volunteer relationship with RC Activities, Inc. I have read the Manual and agree to be bound by the rules and regulations contained in the Manual, as well as by the rules, regulations, and policies that may be established in the future. I understand that any questions concerning this Manual should be directed to the Director of the Institution. I understand that the Institution reserves the right to modify or change its policies, procedures, and working conditions without notice to me or other volunteers.

I understand and agree that nothing contained in the Manual or any other of the Institution's rules, regulations, policies, or practices should be interpreted or construed as conferring any type of employment relationship whatsoever. I further understand and agree that my volunteer services are terminable at any time for any reason or no reason at all so that both RC Activities, Inc. and I each have the right to discontinue the relationship at any time and for any reason.

I further understand that it is my responsibility to familiarize myself with all information in this Manual. I acknowledge that this Manual supersedes all prior Manuals which I might have received and that any oral or written statements or promises to the contrary are disavowed by the Institution.

4. **BENEFITS:** I hereby acknowledge and agree that RC Activities, Inc. may, in its sole discretion, provide me with benefits as RC Activities, Inc. may from time to time deem appropriate for volunteers generally; provided, however, that the providing of such benefits shall in no way be construed as creating, or giving rise to, an employment agreement, an independent contractor agreement or any other relationship which would require RC Activities, Inc. to compensate me (in any manner whatsoever) for the services that I provide or render. I acknowledge that any such benefits are strictly gratuitous.

5. **INSURANCE:** I hereby acknowledge, declare and agree that RC Activities, Inc. is not obligated to and does not carry any insurance which would provide me with benefits (other than insurance benefits required by law if any). I further agree that, to the extent that a condition, illness or injury is not covered by insurance that may be provided by RC Activities, Inc. (if any), RC Activities, Inc. shall not be responsible (financially or otherwise), and I agree to indemnify and hold harmless RC Activities, Inc. including covering its attorneys fees in enforcing this indemnity provision, for such condition, illness or injury.

6. **BINDING ARBITRATION:** RC Activities, Inc. and I hereby agree that, upon the demand of any party, whether made before or after the institution of any legal proceeding or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties which in any way arises out of, relates to or is in connection with the past, present or future relationship of the parties (a "Dispute"), such Dispute shall be resolved by mandatory binding arbitration in accordance with the rules of the American Arbitration Association, and, to the maximum extent applicable, the Federal Arbitration Act. I hereby agree to pay the first \$150 of the reasonable expenses of the arbitration of the Dispute.

7. **CONFIDENTIALITY:** I hereby agree that all information (of any nature whatsoever) obtained while I provide services to, or on behalf of, RC Activities, Inc. shall be deemed to be proprietary and strictly confidential information. I further agree to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agree that I shall not use such information for my benefit, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Agreement, I shall promptly return all materials provided by RC Activities, Inc. to RC Activities, Inc. and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Agreement.

8. **INTELLECTUAL PROPERTY OWNERSHIP:** I hereby acknowledge and agree that all works or authorship, ideas, designs, systems, drafts, drawings, plans, materials or other items of intellectual property (the "Works") which are developed by me during or after the term of this Agreement and which relate in any manner to the business or activities of RC Activities, Inc., shall be the sole and exclusive property of

RC Activities, Inc.. All such Works shall be considered "works made for hire" as such term is defined under United States Copyright laws, and I agree that RC Activities, Inc. may register the copyright in such Works in its name, as a sole author and owner thereof. If, however, I as Volunteer is deemed an "author" of any Works, I hereby grant to RC Activities, Inc. all rights (including exclusive worldwide copyrights in perpetuity) in the Works. I also agree to execute and deliver to RC Activities, Inc. any assignments of the Works (including any renewals and extensions thereof) as RC Activities, Inc. may deem necessary to accomplish the intent of this Agreement. I further agree not to assert any claim of statutory or common law copyright to the Works, and to fully cooperate with RC Activities, Inc. in registering, creating or enforcing any copyrights or proprietary rights arising hereunder.

9. **CONFLICT OF INTEREST:** The Volunteer shall not accept or receive any kind of gift in manner of cash, donation, asset, monetary favor, or other compensation in kind from parents, students, relatives, benefactors, staff, or anyone related to the operations of RC Activities, Inc. that shall be construed to create a conflict of interest.

10. **NONDISPARAGEMENT:** I agree not to disparage, or encourage or induce others to disparage RC Activities, Inc., its officers, directors, employees, and agents. This nondisparagement provision survives termination of this agreement.

11. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Georgia.

12. **SEVERABILITY:** The clauses, sentences and parts of this Agreement are severable to the extent that they may be found to be unlawful or ineffective by a court of competent jurisdiction, but the illegality or ineffectiveness of any such clause, sentence or part shall not affect any other clause, sentence or part of this Agreement. Rather, the remaining provisions hereof shall remain in full force and effect.

13. **COMPLETE AGREEMENT:** This Agreement, including any and all other documents described herein, is intended by the parties as a final expression and complete statement of the terms and conditions of their agreement and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

The undersigned acknowledges that Mission Network USA, Inc. ("MN") Materials provided by MN pursuant to an executed Service/License Agreement with RC Activities, Inc. whose terms are binding on the parties are confidential and proprietary. The undersigned agrees that he/she has no proprietary interest in any MN Materials, and that all title to these Materials is exclusively in MN. The undersigned further agrees that he/she will:

(i) immediately upon request, or immediately upon the undersigned's ceasing to be affiliated with RC Activities, Inc., return to RC Activities, Inc. all MN Materials which are in the possession, custody or control of the undersigned, (ii) not copy, reproduce, transfer, distribute, modify or make derivative works from any portion of the MN Materials; and (iii) not use or disclose any of the contents of any MN Materials except as necessary to operate RC Activities, Inc.'s club, camp or convention in accordance with RC Activities, Inc.'s agreement with MN.

This Agreement is signed, accepted and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge they have read and understood this Agreement and the attachments hereto, if any. All parties further acknowledge that they have executed this Agreement voluntarily and of their own free will in the city and state set forth below.

## **COMPANY POLICY CONCERNING BACKGROUND CHECKS**

RC Activities, Inc. is committed to protecting the children and youth they serve, and providing an environment suitable for their religious, moral, and human development.

In order to fulfill this commitment, RC Activities, Inc. arranges for each of its volunteers who will have regular contact with children and youth as part of their ministry to undergo a thorough but reasonable background check.

### **MATERIALS FOR BACKGROUND CHECKS**

Each volunteer will receive the following materials:

- Company Policy Concerning Background Checks
- “A Summary of Your Rights Under the Fair Credit Reporting Act.”
- A “Volunteer Policy and Procedure Manual”, “Authorization and Disclosure for Background Check”, “Volunteer Agreement”, and “Safe Environment Questionnaire.”

Because RC Activities, Inc. will conduct criminal background checks on volunteers who have regular contact with children and youth as part of their ministry, Federal Law requires that these volunteers be informed of their rights concerning this background check under the Fair Credit Reporting Act. Each volunteer should read carefully the attached “Summary of Your Rights Under the Fair Credit Reporting Act” before proceeding any further.

Volunteers should understand that RC Activities, Inc., in order to comply with the commitments stated above, will only obtain the following items for each volunteer:

1. Verification of Social Security Number
2. National Criminal File Search
3. State Sexual Offender Search

Each volunteer should complete the “Authorization and Disclosure for Background Check”, “Volunteer Agreement”, and “Safe Environment Questionnaire”, and return it directly to the National Office of RC Activities, Inc.

### **PROCEDURE FOR BACKGROUND CHECKS**

RC Activities, Inc. has arranged for an outside company, “First Advantage Background Services Corp.”, to conduct the background checks. Each volunteer will be required to pay a small service charge in order to complete the check.

After the check is complete, First Advantage sends the results directly to the National Director of RC Activities, Inc., for RC Activities, Inc. volunteers.

- If the background check reveals any seriously negative information about the applicant that involves the sexual abuse of children or young people, the National Director may not hire this volunteer.
- If the background check reveals any seriously negative information about the applicant that does not involve the sexual abuse of children or young people, the National Director will consult with legal counsel. This insures that any assessment or further action is consistent with Federal and State law.
- If the background check reveals any seriously negative information about the applicant that results in the Director’s decision to reject an applicant for volunteer service, First Advantage will make this same information available to the applicant, consistent with the attached document “A Summary of Your Rights Under the Fair Credit Reporting Act.”
- The information that the applicant provides to First Advantage explaining the negative information will be a part of any assessment that is made.
- The information of each applicant will be used with care and discretion.

*Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected,

**Please note:** Nothing contained herein should be construed as legal advice or guidance. Employers should consult their own counsel about their compliance responsibilities under the FCRA and applicable state law. First Advantage expressly disclaims any warranties or responsibility or damages associated with or arising out of information provided herein

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usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street SW Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>

**NEW YORK CORRECTION LAW ARTICLE 23-A  
LICENSURE AND EMPLOYMENT OF PERSONS  
PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL OFFENSES**

**SS 750.** Definitions. For the purposes of this article, the following terms shall have the following meanings:

(1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.

(2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.

(3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.

(4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

(5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**SS 751.** Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

**SS 752.** Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

(1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or

**(2)** the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**SS 753.** Factors to be considered concerning a previous criminal conviction; presumption.

**1.** In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

**(a)** The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.

**(b)** The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.

**(c)** The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.

**(d)** The time which has elapsed since the occurrence of the criminal offense or offenses.

**(e)** The age of the person at the time of occurrence of the criminal offense or offenses.

**(f)** The seriousness of the offense or offenses.

**(g)** Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

**(h)** The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

**2.** In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

**SS 754.** Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

**SS 755.** Enforcement. **1.** In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

**2.** In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

## **CALIFORNIA**

### **A Summary of Your Rights Under California Law**

Under California law, you are entitled, upon presentation of proper identification(\*), to find out from an investigative consumer reporting agency (“CRA”) what is in your file, as follows:

1. In person, by visual inspection of your file during normal business hours and on reasonable notice. You may be accompanied by one other person of your choosing, who must furnish reasonable identification. The CRA may require you to furnish a written statement granting permission to the CRA to discuss your file in such person’s presence.
2. By obtaining a summary of it via telephone call, if you have made a written request, with proper identification, for telephone disclosure and the toll charge, if any, for the telephone call is prepaid by you or charged directly to you; or
3. By requesting in writing, with proper identification, that a copy of it be sent to a specified addressee by certified mail. The CRA complying with such requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative CRAs.

The CRA may not charge you more than the actual copying costs for providing you with a copy of your file. The CRA will provide trained personnel to explain any information furnished to you. The CRA and will provide a written explanation of any coded information contained in files maintained on you. If you choose to visually inspect the file under option 1 above this written explanation will be provided whenever the file is provided to you.

(\*) The term “proper identification” as used above shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described herein, may an investigative CRA require additional information concerning your employment and personal or family history in order to verify your identity.

## MUESTRA DEL SUMARIO DE LOS DERECHOS BAJO LA LEY DEL ESTADO DE CALIFORNIA:

Como empleador o como usuario del reporte del consumidor, es su responsabilidad cumplir con todas las leyes Federales, Estatales y Locales que gobiernan esta área. Le recomendamos firmemente que antes de usarlo por favor consulte con un abogado.

### ESTADO DE CALIFORNIA

Una muestra de sus derechos bajo las leyes del Estado de California.

Bajo las leyes del Estado de California, usted tiene derecho, presentando previamente la identificación correcta (\*), a que un investigador de la Agencia de Reporte del Consumidor ("CRA") le suministre la información que está en su archivo y esto se hace de la siguiente manera:

1. La inspección visual de su archivo se hace en persona, durante horas hábiles y se debe solicitar, presentando en un período razonable, una notificación previa a su visita. Usted puede venir acompañado de la persona que usted desee, la cual debe presentar identificación personal válida. El CRA puede pedirle por escrito permiso para que el CRA pueda discutir su archivo en presencia de dicho acompañante.
2. Si desea obtener la información del sumario vía telefónica y usted la ha requerido por escrito y acompañada de la identificación correcta, el costo de la llamada estará bajo su responsabilidad, ya sea que esta sea prepagada o que se le cargue a usted directamente.
3. Si usted pide por escrito que le envíen una copia por correo, a la dirección que usted indique, usted debe presentar previamente la identificación correcta y esta le será enviada por correo certificado. Si el CRA accede a dicho requerimiento de envío por correo certificado, el CRA no se hace responsable por la revelación de la información a terceras personas, causado por el mal manejo del correo después de que este haya salido de las instalaciones del CRA.

El CRA no le cobrará mas de lo que actualmente se cobra por dar una copia de su archivo personal. El CRA cuenta con personal entrenado para explicar cualquier información que se suministre. El CRA explicará por escrito cualquier información codificada contenida en sus archivos personales. Si usted elige la inspección visual del archivo bajo la opción 1 arriba mencionada, esta explicación por escrito se proveerá cuando el archivo le sea entregado.

(\*) El término de IDENTIFICACIÓN CORRECTA, significa generalmente que la identificación suministrada se considera suficiente y veraz para reconocer a una persona. Tal información incluye documentos tales como la Licencia de Conducir, Número del Seguro Social, Tarjeta Militar y Tarjetas de Crédito.

Solamente, si el consumidor no se puede identificar correctamente con alguna de las opciones anteriores, entonces el investigador del CRA pedirá información adicional relacionada con su empleo o su historia personal o familiar para verificar su identidad.

## **NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW**

**RC Activities, Inc.** (the "Company") intends to obtain information about you for employment screening purposes from a consumer reporting agency. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be First Advantage Background Services Corp. P.O. Box 105292 Atlanta, GA 30348, 1-800-845-6004. Their Privacy Policy can be reviewed at <http://www.fadv.com/privacy-policy/>. The source of any credit report will be First Advantage P.O. Box 105292 Atlanta, GA 30348, 1-800-845-6004. The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.

A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.

By requesting a copy be sent to a specified addressee by certified mail. ICRAs complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRAs.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

### **Notice Regarding Credit Checks:**

Pursuant to Section 1024.5 of the California Labor Code, the Company informs you that it may obtain a credit report about you from the above named entity, because you are seeking to work in the following position:

- An employee covered by the executive exemption set forth in subparagraph (1) of paragraph (A) of Section 1 of Wage Order 4 of the Industrial Welfare Commission;
- A position in the state Department of Justice;

- A sworn peace officer or other law enforcement;
- A position for which the information contained in the report is required by law to be disclosed or obtained;
- A position that involves regular access to specified personal information for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, such as bank or credit card account information, social security number, or date of birth;
- A position which the person can enter into financial transactions on behalf of the company;
- A position that involves access to confidential or proprietary information;
- A position that involves regular access to \$10,000 or more of cash; OR
- The Company will not obtain a consumer credit report on you.
- The Company is subject to 15 U.S.C. Sec. 6801-6809, the Gramm-Leach-Bliley Act and Section 1024.5 of the California Labor Code does not apply

**New Jersey State Addendum  
to A Summary of Your Rights under the Fair Credit Reporting Act**

*For residents of New Jersey:*

**A SUMMARY OF YOUR RIGHTS UNDER THE STATE OF NEW JERSEY:**

The state of New Jersey Fair Credit Reporting Act (NJFCRA) is designed to promote accuracy, fairness, consumer confidentiality and the proper use of credit data by each consumer reporting agency ("CRA") in accordance with the requirements of the NJFCRA.

The NJFCRA is modeled after the Federal Fair Credit Reporting Act. The same rights are provided under the Federal Fair Credit Reporting Act and you have received A Summary of Your Rights Under the Federal Fair Credit Reporting Act. You can find the complete text of the NJFCRA at the Division of Consumer Affairs, Department of Law and Public Safety.

For questions or concerns regarding the NJFCRA, please contact:

Division of Consumer Affairs  
Department of Law and Public Safety  
124 Halsey Street  
Newark, NJ 07102  
Phone: 973-504-6200

## **NOTICE REGARDING CREDIT CHECKS PER VERMONT LAW**

Pursuant to Vermont Act No. 154 (S. 95), the Company informs you that it may obtain a credit report about you, for the following reason(s):

- The information is required by state or federal law or regulation;
- You seek to be/are employed in a position that involves access to “confidential financial information” (defined as “sensitive financial information of commercial value that a customer or client of the employer gives explicit authorization for the employer to obtain, process, and store and that the employer entrusts only to managers or employees as a necessary function of their job duties”);
- The Company is a financial institution as defined in 8 V.S.A. §11101(32) or a credit union as defined in 8
- V.S.A. §30101(5);
- You seek to be/are employed in a position as a law enforcement officer, emergency medical personnel or firefighter as these terms are respectively defines in 20 V.S.A. §2358, 24 V.S.A. §2651(6) and 20 V.S.A.
- §3151(3)
- You seek to be/are employed in a position that requires a financial fiduciary responsibility to the Company or a Company’s clients, including the authority to issue payments, collect debts, transfer money or enter into contracts;
- You seek to be/are employed in a position that involves access to the Company’s payroll information;
- The Company can demonstrate that credit information is a valid and reliable predictor of employee performance in the your specific position of employment;
- The Company will not obtain a consumer credit report on you.

***Washington State Addendum  
to A Summary of Your Rights under the Fair Credit Reporting Act***

**For residents of Washington State:**

**A SUMMARY OF YOUR RIGHTS UNDER THE STATE OF WASHINGTON FAIR CREDIT REPORTING ACT**

The State of Washington Fair Credit Reporting Act (WFCRA) is designed to promote accuracy, fairness, consumer confidentiality and the proper use of credit data by each consumer reporting agency ("CRA") in accordance with the requirements of the WFCRA.

The WFCRA is modeled after the Federal Fair Credit Reporting Act. Generally, the same rights are provided under the Federal Fair Credit Reporting Act and you have received A Summary of Your Rights Under the Federal Fair Credit Reporting Act. You can get the complete text of WFCRA RCW 19.182, from the Washington Code Revisors Office, P. O. Box 40551, Olympia, WA 98504.

Note, however, that under the WFCRA, consumer reports addressing an applicant's or employee's credit may not be procured for employment purposes unless (1) that information is substantially job related and the employer's reasons for the use of such information are disclosed to the consumer in writing or (2) that information is otherwise required by law.

A consumer who is a resident of the state may elect to place a security freeze on his or her credit report by making a request in writing by certified mail to a consumer reporting agency.

Individuals may bring a legal action in court to assert their rights under the WFCRA. The applicable statute of limitations is specified in Wash. Stat. § 19.182.120 and is generally two years from the date the cause of action accrued. Consumers who prevail on claims to enforce the WCFRA may obtain actual damages, monetary penalties, reasonable attorneys' fees, costs, and other relief.

For questions or concerns regarding the WFCRA, please contact:

Attorney General of the State of Washington  
1125 Washington Street S.E.  
P.O. Box 40100  
Olympia, WA 98504-0100  
Phone: 360-753-6200