

## 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. requires that 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” and “Volunteer Agreement”.

Because RC Activities, Inc. will request that a criminal background check be conducted 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, would request the following review for each volunteer:

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

Each volunteer should review and agree to the “Volunteer Agreement” online, and complete a background check through *Sterling Volunteer* by following the instructions provided when registering as a volunteer online.

### PROCEDURE FOR BACKGROUND CHECKS

RC Activities, Inc. has arranged for an outside company, *Sterling Volunteers*, to conduct the background checks. Each volunteer will be required to pay a fee to *Sterling Volunteers* in order to complete the check.

After the check is complete, *Sterling Volunteers* will notify the National Director of RC Activities, Inc., of the results.

- 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, *Sterling Volunteers* 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 *Sterling Volunteers* 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.

## VOLUNTEER SERVICES AGREEMENT

I (the "Volunteer") am willing and prepared to volunteer my time and do hereby enter into this Volunteer Services Agreement (the "Agreement") with RC Activities, Inc. (the "Service Recipient") in exchange for other good and valuable consideration received from the Service Recipient, 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 voluntary, as needed services for, or on behalf of, the Service Recipient, a nonprofit organization. I further acknowledge, declare and agree that I am at least eighteen (18) years of age, and that I have never been convicted of either a misdemeanor or felony offense for violating the laws of any jurisdiction relating to violent crimes, crimes of moral turpitude or similar offenses.

Volunteer Screening: Volunteers who, in the course of performing their ministry of service, may have access to vulnerable populations specifically including but not limited to minor children and mentally and/or physically dependent adults, are required to submit to background screening which includes a criminal record search and such other screening as the Service Recipient deems appropriate. I further hereby agree to cooperate and execute any paperwork/documentation, which may be required of me to have a background check completed as may be required of me by the Service Recipient and/or the law prior to rendering services.

Every person required to submit to background screening must complete, sign and date a Consent and Waiver Release form and in applicable cases, the person will receive a copy of the Summary of Your Rights under the Fair Credit Reporting Act (FCRA). These forms will be submitted and the volunteer applicant cleared to the sole satisfaction of the Service Recipient before the volunteer may participate in activities for the Service Recipient. All information received as a result of a background check will be kept confidential. A person will be disqualified for volunteer services by the Service Recipient in situations that include, but are not limited to, the following:

- i) Convictions based on being found guilty, pled guilty, or having pled "no contendere" for sexual abuse, molestation, physical abuse, aggravated assault, assault of a minor or corruption of the morals of a minor, or any other crime of violence including murder, manslaughter, and kidnapping;
- ii) Providing false or dishonest information to the Service Recipient or on the consent/release form; or,
- iii) Convictions based on being found guilty, pled guilty, or having pled "no contendere" for any crime involving moral turpitude.

2. **VOLUNTEER SERVICES:** I hereby volunteer to perform ministerial services and activities on an as needed basis for the Service Recipient.
- a) I hereby acknowledge and agree that all services and activities that I provide to, and render for the benefit of, the Service Recipient are offered freely and without pressure or coercion of any kind, and are being provided and rendered on a purely voluntary basis. I further acknowledge and agree that the relationship between me and the Service Recipient shall in no way be construed as a full-time occupation or an employment relationship of any kind, including any services that could be construed as an independent contractor or any other relationship which would require the Service Recipient to compensate me (in any manner whatsoever) for the services or activities that I provide or render on an as needed basis. I further acknowledge that the Service Recipient may terminate my services at any time and at its sole discretion for any reason or no reason at all with or without prior notice.
  - b) I further agree to abide by all of the normal expectations, methods, projects, policies and programs of the Service Recipient and will follow all required and necessary directives issued as to their application and dissemination to safely and capably perform my voluntary services to the Service Recipient.
  - c) In view of the unique and religious mission of the Service Recipient, I agree to respect, 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.
  - d) I understand and agree that I have no right or authority to make any contracts or commitments on behalf of the Service Recipient, unless duly authorized in a writing signed by a duly appointed legal agent of the Service Recipient.

- e) By my signature below, I also understand that this Agreement does not constitute an employment agreement or independent contractor agreement involving the scope of any of the voluntary services or activities provided to the Service Recipient.
3. **BENEFITS:** I hereby acknowledge and agree that the Service Recipient may, in its sole discretion, provide me with nominal benefits as the Service Recipient may from time to time deem appropriate and reasonable for volunteers ; provided, however, that the providing of such benefits shall in no way be associated with my time engaged in the volunteer activities, or be construed as creating, or giving rise to, an employment or contractor relationship t, or any other relationship which would require the Service Recipient to compensate me (in any manner whatsoever) for the services that I provide or render or to require the Service Recipient to continue to provide any such benefits. I acknowledge that any such benefits are strictly gratuitous and at the sole discretion of the Service Provider.
4. **INSURANCE AND INDEMNIFICATION:** I hereby acknowledge, declare and agree that the Service Recipient is not obligated to and does not carry any insurance which would provide me with benefits (other than any insurance required by law). I further agree that, to the extent that a condition, illness, injury, or any wrongful act caused by Volunteer or resulting from services performed by Volunteer is expressly not covered or excluded by insurance that may be provided by the Service Recipient (if any), the Service Recipient shall not be responsible (financially or otherwise), and I agree to indemnify and hold harmless the Service Recipient, its past and present directors, officers, employees, attorneys, insurers, volunteers, agents, and each of its parents, subsidiaries, and any other related entity and affiliate, and each of their respective present or former officers, directors, employees, attorneys, insurers, volunteers, and partners from any and all claims stemming from such act, condition, illness, wrongful act, or injury. I further understand that this indemnity obligation shall have no limitation in time or amount.
5. **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 the performance of my voluntary services or activities and which relate in any manner to the business or activities of Service Recipient, shall be the sole and exclusive property of Service Recipient. All such Works shall be considered "works made for hire" as such term is defined under United States Copyright laws, and I agree that Service Recipient may register the copyright in such Works in its name, as a sole author and owner thereof. If, however, Volunteer is deemed an "author" of any Works, I hereby grant to Service Recipient all rights (including exclusive worldwide copyrights in perpetuity) in the Works. I also agree to execute and deliver to Service Recipient any assignments of the Works (including any renewals and extensions thereof) as Service Recipient 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 Service Recipient in registering, creating or enforcing any copyrights or proprietary rights arising hereunder.
6. **BINDING ARBITRATION:** The Volunteer and Service Recipient hereby agree that any controversy or claim arising out of or relating to this Agreement, the volunteer relationship between the Volunteer and the Service Recipient, or the termination thereof, including the arbitrability of any controversy or claim, which cannot be resolved amicably after a reasonable attempt to negotiate such a resolution and following the Volunteer's best efforts to resolve any controversy or claim shall be submitted to arbitration by the American Arbitration Association ("AAA") in accordance with its Dispute Resolution Rules and at its office nearest to the Service Recipient's place of business where the Volunteer provided his/her services or to which the Volunteer reports. The only claims that are arbitrable are those that, in the absence of this Agreement would have been justiciable under federal, state, local or foreign laws. The arbitrator will be selected in accordance with the AAA rules and is authorized to award whatever relief the Service Recipient or the Service Recipient would have been entitled to obtain had the claim been brought in a court of competent jurisdiction. . The award of the arbitrator shall be final and binding upon the parties, and judgment may be entered with respect to such award in any court of competent jurisdiction in the state where the Service Recipient's principal place of business is located. The Volunteer acknowledges that this agreement to submit to arbitration includes all controversies or claims of any kind. The Volunteer acknowledges that before entering into this Agreement, the Volunteer has had the opportunity to consult with any attorney or other advisor of his/her choice, and that this Agreement constitutes advice from the Service Recipient to do so if he/she chooses. The Volunteer further acknowledges that he/she has entered into this Agreement of his/her own free will, and that no promises or representations have been made to him/her by any person to induce him/her to enter into this Agreement other than the express terms set forth herein. Volunteer agrees that if he/she does not submit a written request for arbitration within one year from the date of the last arbitrable action giving rise to a claim for arbitration pursuant to this Agreement, Volunteer agrees that he/she will have waived any right to raise any claim, in any forum, arising out of or involving this

Agreement, the relationship between the parties, the services provided by Volunteer, or the termination of Volunteer's services. Volunteer and the Service Recipient shall each bear their own costs for legal representation at any such arbitration, and shall split the cost of the arbitrator and court reporter, if any.

7. **CONFIDENTIALITY:** I recognize that as a result of my volunteer services I may have access to information of or concerning the Service Recipient that is not generally known to anyone outside the Service Recipient and hereby agree that all information (of any nature whatsoever) obtained while I provide services to, or on behalf of, the Service Recipient or any of its affiliated entities shall be deemed to be proprietary and strictly confidential information. I further agree to take any and all precautions to safeguard and 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 the Service Recipient to the Service Recipient 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. **CONFLICT OF INTEREST:** As long as this Agreement is in effect, I shall not accept or receive any kind of gift in the form of cash, donation, asset, monetary favor, employment or other compensation in kind from parents, students, relatives, benefactors, staff, vendors, or anyone related to the operations of the Service Recipient that shall be construed to create a conflict of interest. I further agree to notify Service Recipient immediately if I am offered any such gifts or become aware of any situation that may present a conflict of interest.
9. **NONDISPARAGEMENT:** I agree not to disparage, or encourage or induce others to disparage the Service Recipient, its officers, directors, employees, agents, parents, or any related entities connected to the Service Recipient. I acknowledge and agree that this obligation shall continue in full force and effect notwithstanding the termination of this Agreement.
10. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Georgia.
11. **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. The remaining provisions hereof shall remain in full force and effect.
12. **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 for Volunteer's services and other obligations as stated herein and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. This Agreement supersedes any and all prior agreements between the parties.

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.

I understand and agree that my electronic signature is being applied to my certification that I have read and understand the RC Activities, Inc. Volunteer Agreement and will be valid in a court of law.



## Consent to Use of Electronic Records and Signatures

You have the opportunity to complete and sign documents, as well as receive notices and other documents related to your application and background check, in electronic rather than paper form. To agree to these uses of electronic documents and signatures, and to sign this document with the same effect as physically signing your name, click the "Sign" button at the bottom of this page after reviewing the information below.

In order to sign, complete and receive documents electronically you will need the following:

- a. A personal e-mail address;
- b. A computer or other device with standard e-mail software;
- c. Internet Explorer version 9 or newer, Firefox, Google Chrome, or Safari
- d. A connection to the Internet; and
- e. A printer if you want to print paper copies.

Alternatively, you may elect to use and sign paper versions of documents related to your application, including the background check. To do so, please contact Sterling Volunteers at 113 South College Avenue, Fort Collins, CO, 80524, 855-326-1860, Option 3.

By typing your name below, you consent to sign, complete and receive documents relating to your application and background check during both this session and any future sessions relating to your application. Additionally, you consent to electronically receive: communications relating to your application and associated background check, including requests for additional information; notices of actions taken on your application required by law, including the Fair Credit Reporting Act; and notices of your rights under federal or state laws.

Your consent applies to documents completed, signed or provided via this website, as well as to documents transmitted via email.

You have the right to withdraw your consent at any time by calling or writing to: Sterling Volunteers, 113 South College Avenue, Fort Collins, CO, 80524, 855-326-1860, Option 3 or [TheAdvocates@sterlingvolunteers.com](mailto:TheAdvocates@sterlingvolunteers.com). After withdrawing your consent, please also contact your organization to make arrangements to receive paper copies of documents and communications.

If your contact information changes, please call or write to: 113 South College Avenue, Fort Collins, CO, 80524, 855-326-1860, Option 3 or [TheAdvocates@sterlingvolunteers.com](mailto:TheAdvocates@sterlingvolunteers.com).

After consenting, you can obtain copies of documents and communications relating to your associated background check by: (1) logging into Sterling Volunteers and accessing the Agreements section of 'My Profile'; or (3) calling 855-326-1860, Option 3 or emailing [TheAdvocates@sterlingvolunteers.com](mailto:TheAdvocates@sterlingvolunteers.com) to request that paper copies be mailed to you at no charge.

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## Disclosure Regarding Employment and/or Volunteerism/Non-Employee Position Background Report

Sterling Volunteers, 113 South College Avenue, Fort Collins, CO, 80524, 855-326-1860, Option 3. [www.sterlingvolunteers.com](http://www.sterlingvolunteers.com), may obtain a consumer report and/or an investigative consumer report ("REPORT") that contains background information about you in connection with your employment and/or volunteerism/non-employee position. Sterling Volunteers may obtain further reports throughout your employment and/or volunteerism/non-employee position so as to update your report without providing further disclosure or obtaining additional consent.

The REPORT may contain information about your character, general reputation, personal characteristics and mode of living. The REPORT may include, but is not limited to, credit reports and credit history information; criminal and other public records and history; public court records; motor vehicle and driving records; and Social Security verification and address history, subject to any limitations imposed by applicable federal and state law. This information may be obtained from public record and private sources, including credit bureaus, government agencies and judicial records, and other sources.

If an investigative consumer REPORT is obtained, in addition to the description above, the nature and scope of any such REPORT will be for personal references.

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### **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, D.C. 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 creditworthiness 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, 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 5OPTOUT (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 more information about your federal rights, contact:

<b>For questions or concerns regarding:</b>	<b>Please contact:</b>
<b>1. a.</b> Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	<b>a.</b> Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20552
<b>b.</b> Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the Bureau:	<b>b.</b> Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357
<b>2.</b> To the extent not included in item 1 above:	
<b>a.</b> National banks, federal savings associations, and federal branches and federal agencies of foreign	<b>a.</b> Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050

**For questions or concerns regarding:**

**Please contact:**

banks

**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.

**b.** Federal Reserve Consumer Help Center  
PO Box 1200  
Minneapolis, MN 55480

**c.** Nonmember Insured banks, Insured State Branches of Foreign Banks, and insured state savings associations

**c.** FDIC Consumer Response Center  
1100 Walnut Street, Box #11  
Kansas City, MO 64106

**d.** Federal Credit Unions

**d.** National Credit Union Administration  
Office of Consumer Protection (OCP)  
Division of Consumer Compliance and Outreach (DCCO)  
1775 Duke Street  
Alexandria, VA 22314

**3.** Air carriers

Asst. General Counsel for Aviation Enforcement & Proceedings  
Aviation Consumer Protection Division  
Department of Transportation  
1200 New Jersey Avenue SE  
Washington, DC 20590

**4.** Creditors Subject to Surface Transportation Board

Office of Proceedings, Surface Transportation Board  
Department of Transportation  
395 E Street, SW  
Washington, DC 20423

**5.** Creditors Subject to Packers and Stockyards Act

Nearest Packers and Stockyards Administration area supervisor

<b>For questions or concerns regarding:</b>	<b>Please contact:</b>
<b>6. Small Business Investment Companies</b>	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
<b>7. Brokers and Dealers</b>	Securities and Exchange Commission 100 F St NE Washington, DC 20549
<b>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</b>	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
<b>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</b>	FTC Regional Office for region in which the creditor operates <b>or</b> Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

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### **Consumers have the right to obtain a security freeze**

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit. As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years. A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.