

Larchmont Charter School Volunteer Agreement & Clearance Forms



PLEASE RETURN COMPLETED PAPERWORK TO
INFO@LARCHMONTCHARTER.ORG
OR TO YOUR CAMPUS OFFICE

LARCHMONT CHARTER SCHOOL
444 NORTH LARCHMONT BOULEVARD #207
LOS ANGELES, CA 90004
323-380-7893

**YOU
are the
missing
piece!**

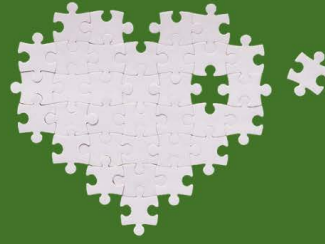


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THANK YOU FOR VOLUNTEERING!

Larchmont was founded by parents and depends upon strong parent involvement to make our school run every day. Your talents in the classroom, your energy at school events, and your commitment to fundraising teams make Larchmont Charter an incredible school.

We suggest that each family commit to 25 volunteer hours per school year, or 40 hours for families with more than one student at the school. It's a great way to make new friends and become part of the community.

By filling out and returning the following Volunteer Agreement & Clearance Forms you are helping to ensure the safety of our students, families, and compliance with the state. Please read these forms carefully and complete only the sections needed.

Please note - ALL volunteers on campus must show proof of COVID vaccination prior to volunteering.

Thank you!

Do you want to volunteer on campus to help with events?

- ☐ Read Volunteer Guidelines and Agreement Form (Appendix A)
- ☐ Read Volunteer Confidentiality Agreement (Appendix B)
- ☐ Fill out and sign Volunteer Statement and Certification Form (Appendix C)
- ☐ Submit proof of COVID 19 vaccination [HERE](#) or submit with your application

Do you want to volunteer in a classroom, the library, or at lunch?

- ☐ Read Volunteer Guidelines and Agreement Form (Appendix A)
- ☐ Read Volunteer Confidentiality Agreement (Appendix B)
- ☐ Fill out and sign Volunteer Statement and Certification Form (Appendix C)
- ☐ Submit proof of COVID 19 vaccination [HERE](#) or submit with your application
- ☐ Provide evidence of a negative Mantoux TB test OR a TB Risk Assessment Questionnaire (Appendix D)
- ☐ Agree and provide a Criminal Background check with Live-Scan (Appendix E)

Do you want to volunteer to drive students to an event, game, practice, or field trip?

- ☐ Read Volunteer Guidelines and Agreement Form (Appendix A)
- ☐ Read Volunteer Confidentiality Agreement (Appendix B)
- ☐ Fill out and sign Volunteer Statement and Certification Form (Appendix C)
- ☐ Submit proof of COVID 19 vaccination [HERE](#) or submit with your application
- ☐ Provide evidence of a negative Mantoux TB test OR a TB Risk Assessment Questionnaire (Appendix D)
- ☐ Agree and provide a Criminal Background check with Live-Scan (Appendix E)
- ☐ Complete Volunteer Driver Application (Appendix F)

Appendix A:

Guidelines and Agreement between Larchmont Schools and Volunteers

1. Immediately upon arrival, I will sign in at the main office or the designated sign-in station.
2. Volunteers will follow all policies, procedures and other rules established by the school and all applicable laws.
3. Volunteers must wear the appropriate identification badge or nametag and will show volunteer identification whenever required by the school to do so.
4. Volunteers must follow the appropriate dress code applicable to staff.
5. Volunteers cannot smoke in any school facility or building or within 50' of a school building.
6. Volunteers will not lend money, and/or bring gifts, to students unless authorized by the Head of School or designee.
7. Volunteers will not transport students unless they have been given express permission to do so in an emergency situation.
8. Volunteers will not put themselves in the position of being alone with any student.
9. Volunteers will not have access to student educational records. All volunteers will sign a confidentiality agreement.
10. Volunteers will not photograph or videotape students unless authorized by the School Leader or designee.
11. Volunteers will not dress, provide personal hygiene assistance, or supply medication to students.
12. Volunteers should not exchange telephone numbers, home addresses, e-mail addresses or any other home directory information with students for any purpose unless it is required as part of your role as a volunteer.
13. Volunteers will use universal precautions to avoid contact with bodily fluids.
14. Volunteers will use only adult designated restrooms.
15. Volunteers can monitor student behavior; however, if a situation is serious, the volunteer should seek immediate assistance from school personnel.
16. Volunteers will not discriminate against or harass any person and will report all harassment or discrimination observed, in accordance with school policy.
17. Volunteers will not search students or student property.
18. Volunteers will make every reasonable effort to make sure that the School's technology resources are used appropriately and responsibly according to the school's Acceptable Use Policy.
19. Volunteers will make themselves familiar with and agree to follow the School's emergency procedures.

20. Volunteers will not direct a student to remove an emblem, insignia, or garment including a religious emblem, insignia, or garment. If the volunteer believes a student's clothing is disruptive or promotes disruptive behavior, the volunteer will contact a staff member immediately.
21. Volunteers must report suspected cases of abuse or neglect to the School site administrator or professional staff.
22. The School administrator or designee will provide appropriate training for all volunteers.
23. Volunteers understand that the School will not be responsible for lost or damaged personal items brought to School by the volunteer.
24. Volunteers understand that the School reserves the right to decline their volunteer services at any time.
25. Volunteers shall not be in possession of or under the influence of, alcoholic beverages and/or illegal drugs, or in possession of firearms or other weapons while serving in a volunteer capacity.
26. Volunteers shall not use obscene or discriminatory language at School or at any School event

VOLUNTEER agrees to provide to SCHOOL the services enumerated in Section D of this Agreement under the following terms and conditions:

- A. VOLUNTEER understands and agrees that, while performing in a volunteer capacity, he/she is not an employee of the SCHOOL and not entitled to salary or benefits of any kind or nature normally provided employees of the SCHOOL.
- B. VOLUNTEER agrees to defend, indemnify and hold harmless the SCHOOL, its Board of Directors, employees and agents from any and all liability or loss arising in any way out of VOLUNTEER'S negligence or intentional acts in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by VOLUNTEER, and/or the VOLUNTEER'S younger dependents not yet enrolled in school.
- C. VOLUNTEER agrees to provide proof of negative tuberculosis test prior to service.
- D. VOLUNTEER agrees to comply with all Federal, State, Municipal and SCHOOL laws, rules and regulations that are now, or may in the future become applicable to VOLUNTEER.
- E. I understand that, in connection with my application as a volunteer, the SCHOOL will obtain information bearing upon my volunteer services, including Megan's Law information and public record information, documenting convictions, civil judicial actions, tax liens or outstanding judgments against me.

Appendix B:

Confidentiality Agreement between Larchmont Charter School and Volunteers

All school volunteers are expected to maintain confidentiality while working at the School. All things that are seen and heard at School about employees or children and their families should be considered privileged information. Trust must be established and maintained in order for our volunteer program to be successful.

It is understood and agreed to that volunteers in the School will be exposed to information that may be considered confidential. To ensure the protection of such information, all volunteers must agree to the following:

1. All personal and financial information regarding Larchmont Schools' parents and/or students is strictly confidential, and may not be disclosed to a third party unless specified by a school administrator.
2. Any information regarding the business operations of Larchmont Schools that is not public shall remain confidential.
3. Any information learned about Larchmont Schools' employees as a result of volunteering is strictly confidential, and may not be disclosed to a third party unless specified by the School administrator.

Volunteers can strengthen the bond between themselves and the School by following these guidelines:

- Treat all student and employee information as personal and confidential regardless of the source.
- Communicate relevant information about students to the respective classroom teacher or site administrator.
- Seek clarification of unusual situations that occur in the school from the person(s) involved and avoid discussing such matters with non-school personnel.
- Retain a sense of perspective regarding comments heard and actions observed.
- Understand that not all information can or will be shared with volunteers, due to legal considerations.
- Deal impartially with students regardless of background, intelligence, physical or emotional maturity.
- Do not discuss student progress or behavior with the parent. All relevant information should be referred to the teacher or School Leader. Direct all inquiries about students to the professional staff.
- Speak constructively of all School staff; however, report difficulties involving the welfare of students or the school to the School Leader or other school administrator.
- Do not discuss confidential information with anyone. This information includes, but is not limited to:
 - Scholastic and health records
 - Test scores and grades
 - Discipline and classroom behavior
 - Character traits of children
 - Supports and services a student may receive

Discipline: Discipline of students is solely the responsibility of the teacher in charge. Volunteers should under no circumstances discipline students. Should students misbehave in your presence, you should report this immediately to the teacher in charge. The teacher will then determine the

necessary course of action. Also note that we expect students to treat volunteers with the same level of respect given to other school personnel. If you feel that students are not being respectful towards you, do not hesitate to discuss the matter with the teacher or site administrator.

While all student information should be treated confidentially and sharing student information with others may be a violation of the law, do not make a promise to a student that you will keep confidential any information that pertains to the welfare of the student. Although the student is free to share confidential information with you, there are certain things you are required by law to tell the principal or school administrator. Any personal information learned from a student, should be held in strictest confidence **except:**

1. If a student confides that he or she is the victim of sexual, emotional, chemical or physical abuse.
2. If a student confides that he or she is involved in any illegal activity.
3. If a student confides that he or she is considering homicide or suicide.

Should one of these exceptions arise, you are required by law to immediately notify a School employee or administrator. Remember, the information is extremely personal and capable of damaging lives, so do not share it with anyone (including other School staff members) except the school administrator or other appropriate authorities. If you have questions, please ask the School Leader or school administrator. Any student needs communicated to the volunteer should be referred to the appropriate staff person.

Appendix C:

Volunteer Statement and Certification Form

Describe anticipated volunteer services:

School Name/Location: _____

Name: _____
Last First Middle

Maiden Name/Other Names Used: _____

Phone: _____ Email: _____

Emergency Contact Name and Phone: _____

Relationship to any student(s) or staff members at school? Yes () No () Explain: _____

Languages spoken/written: _____

Volunteers must honestly answer the two questions below. If the answer is yes to either question, you must attach a written explanation, including the dates, the specific crimes, and the city, county and state in which they occurred.

- a. Have you **EVER** been convicted of any sex offense for which you must register with any Law Enforcement Agency pursuant to Penal Code Section 290? ____ Yes ____ No
- b. Have you ever been subject to any court order involving any sexual, physical or verbal abuse including but not limited to any domestic violence or civil harassment injunction or protective order? ____ Yes ____ No

I certify under penalty of perjury that the foregoing statements are true and complete, and I authorize Larchmont Schools to complete a background check as a condition of school volunteer service, as provided by California Education Code 45125.5

I understand that I will not receive any compensation or salary and/or any other benefits during this assignment except Workers' Compensation insurance coverage as permitted by law.

I HAVE READ THE ABOVE DISCLOSURE STATEMENT ALONG WITH **THE ATTACHED GUIDELINES AND CONFIDENTIALITY AGREEMENTS (APPENDIXES B & C)** AND I AGREE TO ALL TERMS AND CONDITIONS. I AGREE TO INFORM THE SCHOOL [POSITION] IN A TIMELY MANNER IF ANY INFORMATION ON THIS FORM OR ITS ATTACHMENTS CHANGES.

Signature

Print Name

Date



California School Employee Tuberculosis (TB) Risk Assessment Questionnaire



(for pre-K, K-12 schools and community college employees, volunteers and contractors)

- Use of this questionnaire is required by California Education Code sections 49406 and 87408.6, and Health and Safety Code sections 1597.055 and 121525-121555.[^]
- The purpose of this tool is to identify **adults** with infectious tuberculosis (TB) to prevent them from spreading disease.
- **Do not repeat testing** unless there are **new risk factors** since the last negative test.
- **Do not treat for latent TB infection (LTBI) until active TB disease has been excluded:**
For individuals with signs or symptoms of TB disease or abnormal chest x-ray consistent with TB disease, evaluate for active TB disease with a chest x-ray, symptom screen, and if indicated, sputum AFB smears, cultures and nucleic acid amplification testing. A negative tuberculin skin test (TST) or interferon gamma release assay (IGRA) does not rule out active TB disease.

Name of Person Assessed for TB Risk Factors: _____

Assessment Date: _____

Date of Birth: _____

History of Tuberculosis Disease or Infection (Check appropriate box below)

☐ **Yes**

- If there is a documented history of positive TB test or TB disease, then a symptom review and chest x-ray (if none performed in the previous 6 months) should be performed at initial hire by a physician, physician assistant, or nurse practitioner. If the x-ray does not have evidence of TB, the person is no longer required to submit to a TB risk assessment or repeat chest x-rays.

☐ **No** (Assess for Risk Factors for Tuberculosis using box below)

TB testing is recommended if any of the 3 boxes below are checked

☐ **One or more sign(s) or symptom(s) of TB disease**

- TB symptoms include prolonged cough, coughing up blood, fever, night sweats, weight loss, or excessive fatigue.

☐ **Birth, travel, or residence** in a country with an elevated TB rate for at least 1 month

- Includes countries other than the United States, Canada, Australia, New Zealand, or Western and North European countries.
- Interferon gamma release assay (IGRA) is preferred over tuberculin skin test (TST) for non-US-born persons.

☐ **Close contact** to someone with infectious TB disease during lifetime

Treat for LTBI if TB test result is positive and active TB disease is ruled out

[^]The law requires that a health care provider administer this questionnaire. A health care provider, as defined for this purpose, is any organization, facility, institution or person licensed, certified or otherwise authorized or permitted by state law to deliver or furnish health services. A Certificate of Completion should be completed after screening is completed (page 3).

Certificate of Completion Tuberculosis Risk Assessment and/or Examination

To satisfy **job-related requirements** in the California Education Code, Sections 49406 and 87408.6 and the California Health and Safety Code, Sections 1597.055, 121525, 121545 and 121555.

First and Last Name of the person assessed and/or examined:

Date of assessment and/or examination: _____mo./_____day/_____yr.

Date of Birth: _____mo./_____day/_____yr.

The above named patient has submitted to a tuberculosis risk assessment. The patient does not have risk factors, or if tuberculosis risk factors were identified, the patient has been examined and determined to be free of infectious tuberculosis.

X _____

Signature of Health Care Provider completing the risk assessment and/or examination

Please print, place label or stamp with Health Care Provider Name and Address (include Number, Street, City, State, and Zip Code):

Appendix D: Tuberculosis (TB) Clearance for Employees & Volunteers

PLEASE NOTE: In accordance with California Education Code Section 49406, all persons initially employed by a school district must be examined to determine if he/she is free of active TB not more than sixty (60) days prior to being hired. The examination must be an intradermal Mantoux tuberculin skin test, which if positive (10mm or more), must be followed by a chest x-ray. If you had a positive reaction to a prior skin test, indicate that date and proceed with a chest x-ray. A tine test is not acceptable.

The Genetic Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Personal Information (Please Print)			
Last Name	First Name	MI	
Home Address	City	State	Zip
Phone Number	Cell Number	Email	Birthday (mm/dd/yyyy)
Position: Volunteer			

Mantoux Tuberculin Skin Test (5 TU PPD)		Chest X-ray (only if history of positive skin test)	
Date Given		Date (or estimated year) of positive skin test	
Date Read		Date X-ray Taken	
Result (mm induration)		Impression	
Signature of Practitioner	Date	Signature of Physician	Date
Printed Name of Practitioner		Printed Name of Physician	
State License Number	Degree	State License Number	Degree
Medical Facility's Contact Information			
Address	City	State	Zip
Phone Number			

DEPARTMENT OF JUSTICE

Print Form

Reset Form

ORI: A7670 Type of Applicant: ☐ Classified School Employee ☐ Credentialed School Employee
Code assigned by DOJ

☐ License, Certification, Permit ☐ Peace Officer ☐ Law Enforcement Officer ☒ Volunteer

Type of License/Certification/Permit OR Working Title:

(Maximum 30 characters – if assigned by DOI, use exact title assigned)

Larchmont Charter School
Agency Authorized to Receive Criminal Record Information

815 N El Centro Ave
Street Address or P.O. Box

Los Angeles CA 90038
City State ZIP Code

09623
Mail Code (five-digit code assigned by DOE)
Jennifer Gonzalez
Contact Name (mandatory for all school submissions)
323-380-7893
Contact Telephone Number

Last Name _____
 Other Name _____
 (AKA or Alias) Last _____
 Date of Birth _____ Sex ☐ Male ☐ Female
 Height _____ Weight _____ Eye Color _____ Hair Color _____
 Place of Birth (State or Country) _____ Social Security Number _____
 Home _____
 Address _____
 Street Address or P.O. Box _____

First Name	Middle Initial	Suffix
First		Suffix
Driver's License Number		
Billing Number		
(Agency Billing Number)		
Misc. Number		
(Other Identification Number)		
City	State	ZIP Code

Your Number: _____
(COCA Member Agency Identifying Number)

Level of Service: ☒ DOJ ☐ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Name of Operator	
Transmitting Agency	LSID

Date	
ATI Number	Amount Collected/Billed

ORIGINAL - Live Scan Operator

SECOND COPY - Applicant

THIRD COPY (if needed) - Requesting Agency

APPENDIX F:

VOLUNTEER DRIVER APPLICATION

On behalf of Larchmont Charter School ("Charter School"), we would like to extend our appreciation for your interest in providing transportation. If you are willing to drive your car/vehicle and transport students to practices, contests, events and/or field trip(s), we require that you completely read and fill out the following form for our files and return it to info@larchmontcharter.org.

A new application is required for each school year. This information must be updated if the information provided is no longer accurate for the current year.

SECTION I – Driver Information

Printed Name: _____
Address: _____ (Street) _____ (Apt. #) _____ (City) _____ (State) _____ (Zip
Code)

Work Phone: _____ Cell Phone: _____ Home Phone: _____

Email Address: _____

CA Driver's License # _____ Exp. Date: _____

☐ Copy of driver's license is attached.

SECTION II – Vehicle Information

Color/Make/Model/Year: _____

License Plate #: _____ Number of working seat belts: _____

☐ Copy of vehicle registration is attached.

☐ Check this box if you are the owner of the vehicle. If you are not the owner, the owner's signature is required below.

Insurance Company: _____ Policy #: _____

Description of Coverage and Liability Limits of Coverage: _____

☐ Copy of auto insurance declarations page is attached.

SECTION III – Driver History

PLEASE ANSWER ALL OF THE QUESTIONS BELOW:

Have you been in an accident in the last three (3) years? ____YES ____NO

If yes, please explain the accident(s) and the cause(s):

Do you have any moving violations or any other violations in the past three (3) years? ____YES ____NO

If yes, please explain the moving violation(s) and the cause(s):

Have you been convicted for DWI/DUI? ____YES ____NO

If yes, please state the date of the offense(s): _____

If yes, please explain the conviction(s) below:

Have you ever had your license suspended for a moving violation, hit and run, eluding an officer, reckless or negligent operation of a vehicle, or driving while under suspension or revocation? ____YES ____NO

If yes, please state the date of the suspension(s): _____

If yes, please explain the suspension and its cause below:

☐ Documentation of current driving record provided. See Section IV.6 below.

SECTION IV– Requirements and Agreements of Drivers (using personal vehicle)

I hereby offer to provide transportation for students of the Charter School for one (1) or more school sponsored trips during the school year. In making this offer, I understand the following:

1. Applicant must be at least twenty-four (24) years of age and must possess a current, valid California driver's license.
2. Applicant certifies that his or her vehicle is in safe operating condition.
3. Applicant and/or the owner(s) of the vehicle have primary responsibility for liability. The liability insurance of the volunteer drivers will be deemed the primary liability insurance for claims purposes. In the event of a vehicular accident, coverage is provided by the volunteer driver's own automobile insurance. The Charter School's insurance does not cover damage to your vehicle. The Charter School's insurance applies as secondary coverage over the automobile liability policy that covers the vehicle, in the event the policy limits are inadequate.
4. Applicant must carry minimum liability insurance coverage on their automobile of not less than the following amounts:

Bodily injury.....	\$50,000 per person/\$100,000 per occurrence
Property damage.....	\$50,000
5. Applicant must provide the Charter School proof of vehicle registration and automobile liability insurance.

6. Applicant must provide documentation of a current California driving record that verifies, if applicable, points or accidents. Applicants can obtain a copy of their Department of Motor Vehicle Driver's History Report either at a DMV office or submit an online request for their records by following the instructions found at <http://dmv.ca.gov/online/dr/>.
7. Volunteer drivers must submit a **Larchmont Charter School Volunteer Application Form**, and the Executive Director or his/her designee must approve that application, preferably at the beginning of the school year, but in no event less than one (1) week prior to departure or, for overnight trips, no less than two (2) weeks prior to departure. All applicants must complete Livescan/fingerprinting for criminal record clearance from the Department of Justice. All applicants' names will also be checked on the national sex offender (Megan's Law) registry. Volunteers must not have a record of serious or violent felony conviction (pursuant to Ed. Code 45122.1) or be required to be registered as a sex offender under California law (Penal Code 290). Applicants must also provide a certificate of a clear tuberculosis test.
8. Rule of three (3): At least two (2) adults are required to transport a single student (unless responding to a medical emergency). At least two (2) students must be present if transported by a single adult.
9. Applicant agrees to drive in a safe and cautious manner and to notify the Charter School immediately in the event of accident or injury of any type. In the event of an emergency, call 911 first.
10. Applicant agrees not to use a cell phone while driving and agrees to obey all applicable traffic laws.
11. Applicant shall have a First Aid Kit in their possession while driving to and from activities.
12. Applicant will carry no more passengers than his or her vehicle is designed to carry. Acceptable vehicles include: Private passenger (sedan) vehicles up to seven (7) passengers; sport utility vehicles of nine (9) passengers or less; seven (7) or eight (8) passenger minivans; eight (8) or nine (9) passenger vans (vans should not be used when they have a capacity of more than 11 people, including the driver). All vehicles shall have adequate working seatbelts, brakes, wipers, and lights.
13. Applicant will make no stops other than to and from the activity.
14. All passengers and the driver will wear shoulder restraint seat belts (except for children properly secured in a child passenger restraint system meeting applicable federal and state motor vehicle safety standards).
15. No driver shall transport any child without properly securing the child in a child passenger restraint system meeting applicable federal and state motor vehicle safety standards unless the child is at least one (1) of the following:
 - a. Eight (8) years of age or older; or
 - b. At least four (4) feet nine (9) inches tall.
16. Rear seats are preferred for children. No child who is under eight (8) years of age may ride in the front seat unless one (1) of the following is true:
 - a. There is no rear seat or the rear seats are either side-facing jump seats or rear-facing seats;
 - b. The child passenger restraint system cannot be installed properly in the rear seat;
 - c. All the rear seats are already occupied by children under the age of eight (8) years old; or
 - d. A medical reason requires the child to ride in the front seat.
17. Volunteer drivers with cars having air bags on the passenger side should not have a child under the age of thirteen (13) years riding in the front seat.
18. Applicants offering to provide transportation for students for one (1) or more Charter School sponsored activities during the school year acknowledge the safety requirements and their responsibilities as

indicated in this notice and will acknowledge receipt by signing and returning a copy of the notice to the Executive Director.

19. The Charter School reserves the right to decline offers of assistance from employees, parents, guardians, and other volunteers, including but not limited to driving.
20. I acknowledge and understand that my participation in school-sponsored activities (including transportation to and from the activity) may be dangerous and include risks (including personal injury, emotional distress, damage to my personal property, and even death) which are inherent and cannot be reasonably avoided without changing the nature of the activity. Further, I acknowledge and under that my participation in these activities is completely voluntary, and I expressly and voluntarily assume those risks.
21. **WAIVER/RELEASE/HOLD HARMLESS: *Please read this carefully as it affects your legal rights.***

By my signature below, I waive all claims against the Charter School, and its officers, board members, employees, consultants, and agents for injury, accident, illness, or death occurring during or by reason of my participation in the activity (including transportation to and from the activity). I agree to hold the Charter School, its officers, board members, employees, consultants, and agents harmless from any and all liability and claims arising out of or in connection with my participation in this activity. Further, I release and discharge the Charter School and its officers, board members, employees, consultants, and agents from all claims of injury or loss which I may suffer, arising in whole or in part from my driving or other participation in the activity, including, but not limited to, any injury, accident, illness, or death, or a loss or damage to personal property occurring during or by reasons of my driving or other participation in the activity. I fully recognize and understand that if I am injured, die or my property is damaged, I am giving up my rights (as well as the rights of my heirs, executors, administrators or assigns) to make a claim or file a lawsuit against the Charter School even if the Charter School negligently or by some other act or omission caused the injury, death or damage.

SECTION V – Requirements and Agreements of Drivers (using 10-passenger vans)

I hereby offer to provide transportation for students of the Charter School for one (1) or more school sponsored trips during the school year. In making this offer, I understand the following:

1. Applicant must be at least twenty-four (24) years of age and must possess a current, valid California driver's license.
2. Applicant must provide documentation of a current California driving record that verifies, if applicable, points or accidents. Applicants can obtain a copy of their Department of Motor Vehicle Driver's History Report either at a DMV office or submit an online request for their records by following the instructions found at <http://dmv.ca.gov/online/dr/>.
3. Volunteer drivers must submit a Larchmont Charter School Volunteer Application Form, and the Executive Director or his/her designee must approve that application, preferably at the beginning of the school year, but in no event less than one (1) week prior to departure or, for overnight trips, no less than two (2) weeks prior to departure. All applicants must complete Livescan/fingerprinting for criminal record clearance from the Department of Justice. All applicants' names will also be checked on the national sex offender (Megan's Law) registry. Volunteers must not have a record of serious or violent felony conviction (pursuant to Ed. Code 45122.1) or be required to be registered as a sex offender under California law (Penal Code 290). Applicants must also provide a certificate of a clear tuberculosis test.
4. Rule of three (3): At least two (2) adults are required to transport a single student (unless responding to a medical emergency). At least two (2) students must be present if transported by a single adult.
5. Applicant agrees to drive in a safe and cautious manner and to notify the Charter School immediately in the event of accident or injury of any type. In the event of an emergency, call 911 first.

6. Applicant agrees not to use a cell phone while driving and agrees to obey all applicable traffic laws.
7. Applicant shall have a First Aid Kit in their possession while driving to and from activities.
8. Applicant will carry no more passengers than his or her vehicle is designed to carry. Acceptable vehicles include: Private passenger (sedan) vehicles up to seven (7) passengers; sport utility vehicles of nine (9) passengers or less; seven (7) or eight (8) passenger minivans; eight (8) or nine (9) passenger vans (vans should not be used when they have a capacity of more than 11 people, including the driver). All vehicles shall have adequate working seatbelts, brakes, wipers, and lights.
9. Applicant will make no stops other than to and from the activity.
10. All passengers and the driver will wear shoulder restraint seat belts (except for children properly secured in a child passenger restraint system meeting applicable federal and state motor vehicle safety standards).
11. No driver shall transport any child without properly securing the child in a child passenger restraint system meeting applicable federal and state motor vehicle safety standards unless the child is at least one (1) of the following:
 - a) Eight (8) years of age or older; or
 - b) At least four (4) feet nine (9) inches tall.
12. Rear seats are preferred for children. No child who is under eight (8) years of age may ride in the front seat unless one (1) of the following is true:
 - a) There is no rear seat or the rear seats are either side-facing jump seats or rear-facing seats;
 - b) The child passenger restraint system cannot be installed properly in the rear seat;
 - c) All the rear seats are already occupied by children under the age of eight (8) years old; or
 - d) A medical reason requires the child to ride in the front seat.
 - e) Vehicles having air bags on the passenger side should not have a child under the age of thirteen (13) years riding in the front seat.
13. Applicants offering to provide transportation for students for one (1) or more Charter School sponsored activities during the school year acknowledge the safety requirements and their responsibilities as indicated in this notice and will acknowledge receipt by signing and returning a copy of the notice to info@larchmontcharter.org.
14. The Charter School reserves the right to decline offers of assistance from employees, parents, guardians, and other volunteers, including but not limited to driving.
15. I acknowledge and understand that my participation in school-sponsored activities (including transportation to and from the activity) may be dangerous and include risks (including personal injury, emotional distress, damage to my personal property, and even death) which are inherent and cannot be reasonably avoided without changing the nature of the activity. Further, I acknowledge and under that my participation in these activities is completely voluntary, and I expressly and voluntarily assume those risks.
16. **WAIVER/RELEASE/HOLD HARMLESS: Please read this carefully as it affects your legal rights.**
17. By my signature below, I waive all claims against the Charter School, and its officers, board members, employees, consultants, and agents for injury, accident, illness, or death occurring during or by reason of my participation in the activity (including transportation to and from the activity). I agree to hold the Charter School, its officers, board members, employees, consultants, and agents harmless from any and all liability and claims arising out of or in connection with my participation in this activity. Further, I release and discharge the Charter School and its officers, board members, employees, consultants, and agents from all claims of injury or loss which I may suffer, arising in whole or in part from my driving or other participation in the activity, including, but not limited to, any injury, accident, illness, or death, or a loss or damage to personal property occurring during or by reasons of my driving or other participation in the activity. I fully recognize and understand that if I am injured, die or my property is damaged, I am giving up my rights (as well as the rights of my heirs, executors,

administrators or assigns) to make a claim or file a lawsuit against the Charter School even if the Charter School negligently or by some other act or omission caused the injury, death or damage.

SECTION V – Applicant's Certification and Agreement

I certify that the information contained in this application is true and correct to my knowledge. I understand that any misrepresentation or omission of material information may result in the denial of this application to serve as a volunteer driver. I agree to the terms of the **Volunteer Driver Application** set forth herein.

Signature of Volunteer Driver

Date

If the Applicant/Volunteer Driver is not the owner of the vehicle, the vehicle owner's signature is also required:

Signature of Vehicle Owner

Date

SECTION VI – School Administration Approval*

_____ Approved for placement on Larchmont Charter School's Approved Driver List

_____ Denied for placement on the Larchmont Charter School's Approved Driver List

Signature of Executive Director or his/her designee

Date

* An applicant volunteer driver can only be placed on the Charter School's Approved Driver List if the applicant's **Larchmont Charter School Volunteer Application Form** is also approved.