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Legal Forms for Service Learning: A Handbook for Service Learning Practitioners and Administration

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WHY USE LEGAL FORMS?

In the past, service learning may not have alerted schools or colleges of any legal concerns. Generally speaking, the student would seek out a local nonprofit agency whether encouraged by the instructor or based on the student’s own passion. Students would arrange a meeting with the nonprofit agency and create a schedule to finish their community service hours. With many laws, rules, and regulations within the education and health fields, the simplicity no longer exists. The nonprofit organizations are required by law to protect the population they seek to help. Those guidelines are encouraged among volunteers to follow, especially when new social networking tools may exasperate the problem.

Not all of these forms you will need or find use for. However, there may be several that you do want to incorporate to protect yourself and your students. These forms are generic in nature so they can be altered and modified based on your school or university needs. Many organizations do have forms in place. Several nonprofit agencies may not, so these forms are for use by community partners as well.

In addition to the legal forms, there are other general forms I’ve attached if needed by the user. A contract is available between the teacher, community agency, and student. Also, there is a disclaimer that should be posted on social media sites when the student or the instructor uses them. Whether you decide to amend or adjust any of these forms with your own school name, logo or verbiage, these forms are provided to assist Service-Learning practitioners and others in understanding important circumstances in Service-Learning and community service projects and activities. They are offered with the understanding that no legal advice, accounting, or other professional service is being offered by these documents. It is important to consult legal counsel whenever utilizing these forms. The forms are not a substitute for legal advice.

DISCLAIMER

You are strongly encouraged to consult competent legal counsel before engaging in any action based upon content in this book. Retransmission, redistribution, or any other commercial use is prohibited. This includes reposting forms from this site to another site offering free legal or other document forms for download.

These forms are provided to assist Service-Learning practitioners and others in understanding important circumstances in Service-Learning and community service projects and activities. They are offered with the understanding that no legal advice, accounting, or other professional service is being offered by these documents. It is important to consult legal counsel whenever utilizing these forms. The forms are not a substitute for legal advice.
PERMISSION TO TRAVEL TO AND/OR FROM SERVICE-LEARNING/COMMUNITY SERVICE SITE

Forms must be signed and submitted prior to traveling.

Name: ____________________________________________

Class: ____________________________________________

Nonprofit agency partner: ____________________________

Site address: ____________________________

Estimated period of time at site: ____________________________

Travel Date: ____________________________

Purpose of travel: ____________________________

Method(s) of transportation: ____________________________

Approved by (sign): ____________________________

Title: ____________________________ Date: ____________________________
CONFIDENTIALITY AGREEMENT

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the party agrees as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes: any clients’ personal information, image, or voice without their permission and/or written consent of the organization and/or client at the organization named: ______________________________________________________________________________________

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure.

2. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser and/or its clients or the population the organization serves.

3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient.

WHEREFORE, the party acknowledges that he/she has read and understands this Agreement and voluntarily accepts the duties and obligations set forth herein.

Name (Print or Type): ______________________________________________________________________

Address: ________________________________________________________________________________

City, State & Zip: _________________________________________________________________________

Signature: ___________________________ Date: ____________________________
RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, ________________________ ("student"), acknowledge that I have voluntarily applied to participate in service learning activities. I am voluntarily participating in these activities with the knowledge that there may be danger and risk involved, and I agree to assume any and all risks to bodily injury to myself and others and/or property damage, whether those risks are known or unknown. I agree to comply with all rules and conditions of participating in this service learning activity. Furthermore, I acknowledge that I am solely responsible for any action outside the scope of the service learning activity, regardless if such incident occurs before, during, or after the period of time of the activity.

I release Purdue University, directors, officers, employees, volunteers, agents, contractors, and representatives from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse, and legal representatives related to (a) my participation in service learning activities, and (b) the condition of the premises where these activities occur, whether I’m participating in activities or not. I also agree that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives will not make a claim against or sue Purdue University. I agree to save and hold harmless, indemnify, and defend the University from any claim by the aforementioned parties arising out of my participation in this service learning activity.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE UNIVERSITY.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

PARTICIPANT/RELEASOR PARENT OR GUARDIAN

________________________________________
Signature

________________________________________
Address

Participant Name (printed)

________________________________________
Student ID#

________________________________________
Cell Phone#

________________________________________
Emergency Contact Information
MEDIA RELEASE FORM FOR UNIVERSITY/SCHOOL

I do hereby consent and agree that _________________________________, its employees, or agents have the right to take photographs, videotape, or digital recordings of me beginning on ______________________________ and ending on ______________________________ and to use these in any and all media, now or hereafter known, and exclusively for the purpose of ______________________________. I further consent that my name and identity may be revealed therein or by descriptive text or commentary.

I do hereby release to _________________________________, its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.

I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I also understand that _________________________________ is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this agreement.

Name: ________________________________________________ Date: ____________________________
Address: ____________________________________________________________________________
____________________________________________________________________________
Phone:  ____________________________________________________________________________
Witness for the undersigned: ________________________________________________________________
Signature: ____________________________________________________________________________
NONDISCRIMINATION POLICY STATEMENT

The ____________________ University/College is committed to maintaining a community which recognizes and values the inherent worth and dignity of every person; fosters tolerance, sensitivity, understanding, and mutual respect among its members; and encourages each individual to strive to reach his or her own potential. In pursuit of its goal of academic excellence, the University seeks to develop and nurture diversity. The ____________________ University/College believes that diversity among its faculty, staff, and students strengthens the institution and encourages academic and personal growth.

The university prohibits discrimination against any member of the university community on the basis of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran. The university will conduct its programs, services and activities consistent with applicable federal, state and local laws, regulations and orders and in conformance with the procedures and limitations as set forth.

As a student representing _____________________, you will abide to this nondiscrimination policy statement when involved in Service-Learning projects/community service projects and/or activities in your coursework.

Name (printed):
________________________________________________________________________________________

Signature:
________________________________________________________________________________________

Date:
________________________________________________________________________________________

Adapted from Purdue University EA EOU Statement Policy (http://www.purdue.edu/purdue/ea_eou_statement.html)
MEDIA RELEASE FORM FOR STUDENTS

I hereby grant permission to the rights of my image, voice as recorded on audio or video tape, and my writings created during the term of ____________________________ class. I understand that this material may be used in diverse educational settings electronically (internet, websites, etc.) as well as in hard copy. I hereby grant ____________________________ the right and license to use my comments and reflections for educational and research purposes. These materials include but are not limited to advertisements, brochures, news releases, magazines, newspapers, newsletters, videos and Web sites.

Collected material during the class may be used for the following purposes:

- conference presentations
- educational presentations or courses
- informational presentations
- on-line educational courses
- educational videos
- research articles

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. By signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person, organization, or Purdue University utilizing this material for educational purposes.

Full Name ____________________________________________________________________________

Street Address/P.O. Box __________________________________________________________________

City __________________________ Postal Code/Zip code __________________________

Phone __________________________ Fax __________________________

Email Address __________________________________________________________________________

Signature ___________________________________________ Date____________________________

If this release is obtained from a presenter under the age of 18, then the signature of that presenter’s parent or legal guardian is also required.

Parent’s Signature ___________________________________ Date____________________________
STUDENT PARTICIPATION CONSENT FORM

You are being asked to take part in a research study on ___________________. We are asking you to take part, because you are a registered student of the class. Please read this form carefully and ask any questions you may have before agreeing to take part in the study.

Purpose of study:

________________________________________________________________________________________
________________________________________________________________________________________

Activities we request you be involved in (writings, pictures, audio, assessments, etc.):

________________________________________________________________________________________
________________________________________________________________________________________

Risks and benefits:

________________________________________________________________________________________
________________________________________________________________________________________

Compensation (if any): ______________________________________________________________

Confidentiality:  ______________________________________________________________________

Voluntary Consent:  ______________________________________________________________________

If you have questions: List contact information for researchers and IRB office.

Statement of Consent: I have read the above information, and have received answers to any questions I asked. I consent to take part in the study.

Your Signature  _________________________________________ Date ________________________

Your Name (printed)  ______________________________________________________________________

Researcher Signature __________________________________________Date ________________________

Researcher Name (printed) ______________________________________Date ________________________
### ON-SITE ASSESSMENT FORM

*(To be filled out by instructor/teacher when assessing community service site)*

#### Checklist

<table>
<thead>
<tr>
<th>Item</th>
<th>YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy of liability insurance (check)</td>
<td></td>
</tr>
<tr>
<td>List of possible risks at site (check)</td>
<td></td>
</tr>
<tr>
<td>Does site have confidentiality waiver?</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Does site require HIPAA training?</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Does site require FERPA training?</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Does site want to evaluate students?</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Copy of dress code (check)</td>
<td></td>
</tr>
<tr>
<td>Copy of appropriate behavior (check)</td>
<td></td>
</tr>
<tr>
<td>Does site offer orientation of agency?</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Does site request a contract between student and nonprofit?</td>
<td>YES / NO</td>
</tr>
<tr>
<td>If so, request copy. (check)</td>
<td></td>
</tr>
<tr>
<td>Emergency evacuation plan (check)</td>
<td></td>
</tr>
<tr>
<td>Emergency contact information for site supervisor/director (check)</td>
<td></td>
</tr>
<tr>
<td>Is a background check required?</td>
<td>YES / NO</td>
</tr>
<tr>
<td>Supervision provided? If yes, by whom?</td>
<td>YES / NO</td>
</tr>
<tr>
<td>First-aid/CPR training?</td>
<td>YES / NO</td>
</tr>
</tbody>
</table>

#### Comments:

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Site Supervisor’s Name: ____________________________

Site Supervisor’s Signature: ______________________

Site Supervisor’s contact information: ____________________________

Date: ____________________________
CHILD ABUSE AND NEGLECT REPORTING POLICY

All volunteers are mandated by law to report suspicions of child abuse, neglect, or abandonment in accordance with (state statute): _________________________________. Examples of such abuse include: physical abuse or neglect, emotional abuse and neglect, and sexual abuse.

This policy is significant, because it affects the health and safety of a child. Such reporting requirements must be known in case a situation arises. All observations or suspicions of child abuse or neglect will be immediately reported to the Child Protective Services hotline: _______________________________________________.

If a staff member, parent, or volunteer is suspected to cause the abuse, immediately contact Child Protective Services at the above number. Any person, acting in good faith and without malice, is immune from liability for reporting child abuse.

I read and understood the information and my requirement to report cases of abuse.

Name (printed):

________________________________________________________________________________________

Signature:

________________________________________________________________________________________

Date:

________________________________________________________________________________________

*When working with children*
HIPAA TRAINING

What is HIPAA and how does it apply to this office:
________________________________________________________________________________________
________________________________________________________________________________________

Who is the privacy officer and what is his/her role? How do you contact the officer?
________________________________________________________________________________________
________________________________________________________________________________________

How do you contact the officer or request information on HIPAA?
________________________________________________________________________________________

Explanation of policies and forms (check off if covered by HIPAA trainer or received copy):
   ____ Notice of Privacy Practices (NPP)
   ____ Authorization for release of protected health information (PHI)
   ____ Right to Confidential Communications
   ____ Patient amendment of the medical record
   ____ Patient access to the medical record
   ____ Incidental uses and disclosures
   ____ Patient privacy complaint
   ____ Explanation of minimum necessary standard

Date of training:  ______________________________________________________________________

Employee attending:   ______________________________________________________________________

Person providing training:  ________________________________________________________________

Copy of test score and test score attached (if applicable): ________________________________________

**When working with elderly adults**
ACKNOWLEDGEMENT OF FERPA

“The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education” (www.ed.gov, October 2, 2012).

“FERPA generally prohibits the improper disclosure of personally identifiable information derived from education records. Thus, information that an official obtained through personal knowledge or observation, or has heard orally from others, is not protected under FERPA. This remains applicable even if education records exist which contain that information, unless the official had an official role in making a determination that generated a protected education record” (http://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html, Feb. 28, 2011).

Students that are affected by FERPA must adhere to the following:

• Only use their ID/password.
• Cannot share information they have permitted access to
• Only access information to which they have been given authorized access.
• Cannot manipulate any and all records
• Cannot remove records from designated location

I understand that I may have access to personal information that I am not allowed to disclose due to FERPA. I acknowledge that intentional disclosure of such information could subject me to criminal and civil penalties.

Name (printed): ______________________________________________________________________
Signature: ___________________________________________   Date:___________________________

**When working with students**
SEXUAL HARASSMENT POLICY

____________________________ (nonprofit agency/school) is committed to providing volunteers and students a safe environment to volunteer and learn. Sexual harassment at this site will not be tolerated and appropriate, immediate action will occur.

Sexual harassment is unwanted sexual behavior enforced on volunteers and/or students. Sexual harassment includes the following: (1) unwanted touching, (2) threat of unwanted touching and contact, (3) inappropriate sexual verbal comments or pictures, (4) propositions of sexual relations, (5) sexting, and (6) other offensive sexual conduct unwanted by volunteer/student.

If you believe in good faith and without malice that you are being sexually harassed, contact the Director of the nonprofit agency and/or instructor.

I have read and understood the sexual harassment policy.

Name (printed): ______________________________________________________________________

Signature: ___________________________________________   Date:___________________________
SERVICE-LEARNING CONTRACT

This contract represents the three parties involved in this Service-Learning/community service project so that all parties benefit from the activity.

Description of project: ________________________________________________________________
________________________________________________________________________________________

Duties expected of student: ________________________________________________________________
________________________________________________________________________________________

Duties expected of instructor: ________________________________________________________________
________________________________________________________________________________________

Duties expected of nonprofit organization: ______________________________________________________
________________________________________________________________________________________

Student Name: ______________________________________________________________________

Student contact information (phone/email): ____________________________________________________
________________________________________________________________________________________

Community Agency: ______________________________________________________________________

Contact name: ______________________________________________________________________

Position Title: ______________________________________________________________________

Contact information (address/phone/email): ____________________________________________________
________________________________________________________________________________________

Instructor: ____________________________________________________________________________

Course and/or association: ________________________________________________________________

Position Title: ______________________________________________________________________

Contact information (address/phone/email): ____________________________________________________
________________________________________________________________________________________
Starting Date: ___________________________ Anticipated Ending Date: ___________________________

For student:
I agree to meet the expectations of this class and the expectations of the community partner I am working with. I also agree to contact all parties when issues arise that may be result in not completing my assignment, tardiness, etc. or questions regarding my responsibilities and duties.

Student Signature: ___________________________________________ Date:_____________________

For Community Partner:
I agree to provide supervision and the required training for the student(s). I agree to provide a safe learning environment for the student. I agree to contact the instructor if any issues arise from the project. I agree to communicate with student if any changes occur (scheduling, location, etc.) to the student within an appropriate time.

Agency Signature: ___________________________________________ Date:_____________________

For Instructor:
I agree to communicate with student and community partner what I expect from the student(s) and/or community partner when needed. I have provided copies of my expectations and learning objectives to the student and the community partner.

Faculty Signature: ___________________________________________ Date:_____________________
USE OF TWITTER

In case you decide to use Twitter as a social medium in your project, Twitter has posted users’ limitations. Listed below is information to familiarize with that is listed on Twitter’s website as of February 2013. All information is exactly what is posted by Twitter. For the most updated information, go to https://support.twitter.com/articles/18311-the-twitter-rules#.

- **Impersonation**: You may not impersonate others through the Twitter service in a manner that does or is intended to mislead, confuse, or deceive others.
- **Trademark**: We reserve the right to reclaim user names on behalf of businesses or individuals that hold legal claim or trademark on those user names. Accounts using business names and/or logos to mislead others will be permanently suspended.
- **Privacy**: You may not publish or post other people’s private and confidential information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorization and permission.
- **Violence and Threats**: You may not publish or post direct, specific threats of violence against others.
- **Copyright**: We will respond to clear and complete notices of alleged copyright infringement. Our copyright procedures are set forth in the Terms of Service.
- **Unlawful Use**: You may not use our service for any unlawful purposes or in furtherance of illegal activities. International users agree to comply with all local laws regarding online conduct and acceptable content.
- **Misuse of Twitter Badges**: You may not use a Verified Account badge or Promoted Products badge unless it is provided by Twitter. Accounts using these badges as part of profile photos, header photos, background images, or in a way that falsely implies affiliation with Twitter will be suspended.

I have read the above information, and I will abide by the rules established by Twitter. I will not tweet any derogatory, racial, or offensive words/terms. I will not post inappropriate pictures or media clips, as this is for educational purposes. I will also post on my Twitter that my “tweets” do not represent the college, the class, or the instructor’s beliefs and opinions.

Name (printed): ______________________________________________________________________

Signature: ___________________________________________ Date:___________________________
DISCLAIMER FOR SOCIAL MEDIA

The opinions and or views expressed on this social media site do NOT represent the thoughts of the students, the instructors, or the University/college. The opinions, views, and/or pictures only reflect the thoughts of the individual posting the information.

Comments that are not acceptable include the following:

- Offensive language including insulting other classmates and/or instructor
- Foul language and slander
- Harassment of any sort
- Inappropriate pictures as full/partial nudity, drunkenness, and offensive clothing

**To be placed on social media sites as Facebook, blogs, and Twitter**