



KIDS IN NUTRITION (KIN)

Chapter Director Agreement

A volunteer agreement is the foundation of the working relationship between Kids In Nutrition (“**KIN**,” “**we**”), also known as the Sustainability and Community Health Initiative (“**SACHI**”), and its volunteers. A volunteer agreement clarifies the expectations of both parties in relation to scope of work, length of time commitment, confidentiality, attendance at training, and adherence to the organization’s policies and procedures. This Volunteer Agreement demonstrates how we value our volunteers. We want to assure you that we appreciate your contribution to our organization. We are dedicated to ensuring that you have a quality volunteer experience which is safe, productive, and rewarding.

Volunteer Agreement

The **Chapter Director** (“**you**”) agrees to volunteer for **3-5** hours per week and meet with the Chapter Director’s supervisors at least **twice a quarter or semester**.

The Chapter Director will be supervised by:

- Michelle Nicolet, mnicolet@kidsinnutrition.org, 1-650-520-7907
- Angela Shields, ashields@kidsinnutrition.org, 1-408-594-5984

Health & Safety

At KIN, the safety of everyone who is involved in our organization is a priority. Although there is minimal risk associated with KIN volunteer roles, it’s important to understand that you may be personally liable (that is legally or financially responsible) for any harm or damage caused to yourself or others if you act outside of the role description. Given that volunteers work with young children, it is the Chapter Director’s responsibility to ensure that all volunteers are adequately trained and at all times are following classroom protocol. The Chapter Director will act as the primary responsible party for the entire chapter. It’s therefore important that you only perform the tasks in your role description and that you follow the instructions of your role supervisor/s.

You represent and warrant that you have not been convicted or pled guilty or nolo contendere (no contest) to any criminal acts, including but not limited to any sexual offenses. You further represent and warrant that you are not required to register as a sex offender pursuant to Section 290 of the California Penal Code or any other applicable law or regulation. If you cannot make either of the preceding representations and warranties please do not sign this Volunteer Agreement.

Chapter Director Role

1. Ensure that all volunteers sign the KIN Chapter Volunteer Agreement and undergo the relevant training.
2. Ensure that all teachers sign the 'Release of Liability' Waiver prior to programming and appropriately archive in your chapter drive.

3. Recruit directors and ensure that the chapter is passed down to a new round of reliable directors the following school year.
4. Manage all chapter administration (education, classroom operations, development, research, outreach).
5. Use Google Drive consistently and constantly for all tasks, accounting, and organizing.
6. Update Records folder after each semester/quarter with classroom and recruitment data.
7. Regularly communicate with HQ KIN via Whatsapp & respond within 48 hours of message.
8. Dedicate a consistent number of hours per week to chapter administration.

KIN commits to the following:

1. To provide adequate information and training so you may meet the expectations as described in your Chapter Director role description.
2. To explain what is required of you and to support and provide encouragement to help you achieve the desired results.
3. To assign you with a named supervisor/s who will provide you with regular support and supervision meetings and act as a 'go to' person/s.
4. To treat you with respect and courtesy at all times.
5. To be receptive to any comments and feedback from all our volunteers.
6. To value and recognize our volunteers as a significant resource in achieving the goals of our organization.
7. To understand that the Chapter Director's schooling/job takes precedence and be flexible on a week-by-week basis.
8. To provide you with reimbursement for any reasonable out-of-pocket expenses that you incur when performing authorized tasks associated with your role. We do this to ensure that you are not financially disadvantaged as a result of your volunteer position with us. These payments are not remuneration or wages. You will need prior approval before incurring reimbursable expenses and will always need to produce and keep a record of receipts.

The Chapter Director commits to the following:

1. To fulfill your volunteer role description as outlined above.
2. To perform your volunteer role to the best of your ability.
3. To follow KIN's [policies and procedures](#).
4. To meet time and task commitments and to provide sufficient notice when not available.
5. To act in a way that is in line with the aims and objectives of the organization and that enhances the work of the organization.
6. To use reasonable best efforts to confirm that no volunteers or other personnel engaged by or volunteering for you in your capacity as Chapter Director were or are registered as a sex offender pursuant to Section 290 of the California Penal Code. Such efforts shall include, but not be limited to, conducting name searches on the following website:
<https://www.meganslaw.ca.gov/>.

Confidentiality

Confidential Information. All data, materials, knowledge, and proprietary information generated through, originating from or having to do with KIN or persons associated with its activities, including contractors, is to be considered confidential information and property of KIN, and is not to be disclosed to any outside party. This includes, but is not limited to, documents, information, designs, printed matter, policies, procedures, conversations, messages (received or transmitted), resources, contacts, email lists, and e-mail messages, whether internally between staff or outside of KIN. Such information is confidential and is the sole property of KIN.

Clients. The Chapter Director may not disclose any client information, including all file information concerning students, to any third party under any circumstances without the written consent of the KIN Board of Directors.

Damages. Any disclosure, misuse, copying or transmitting of any material, data, or information, whether intentional or unintentional, will subject the Chapter Director to disciplinary action, prosecution, and/or monetary damages according to the procedures set by KIN and any applicable laws.

Proprietary Rights

You understand that KIN routinely photographs, videotapes or otherwise records the efforts of its volunteers, and often uses or authorizes the use of such materials for purposes of publicity, fund raising or other purposes in furtherance of its mission. You agree and irrevocably consent to being photographed, videotaped or otherwise recorded, and further irrevocably agree that KIN may cause such materials to be used or published, in whole or part, in any medium now known or later discovered, without your further notice or consent, with or without identifying you as the subject, and without any compensation to you. You hereby release KIN from any and all claims or liabilities, including without limitation for invasion of privacy, right of publicity or defamation, for any use and exploitation of your voice or likeness in any such materials.

In the event that you take any photographs or recordings on behalf of KIN, all proprietary rights in such photographs or recordings shall belong exclusively to KIN, and you agree to assign and do hereby assign to KIN, all rights, title and interest throughout the world in and to all proprietary rights. Upon request of KIN, you shall take such action and execute and deliver such documents and instruments as may be necessary or proper to vest in KIN all right, title and interest in and to all such proprietary rights. Without limiting the foregoing, you further agree that for any original works of authorship created by you at the request of KIN, KIN shall be deemed the author thereof under the United States Copyright Act; provided, however, that in the event and to the extent such works do not constitute “works made for hire” as a matter of law, you agree to irrevocably assign and transfer, and do hereby irrevocably assign and transfer to KIN, all right, title and interest in and to such works, including but not limited to copyrights.

Waiver of Liability/Indemnification

You hereby release, waive and discharge from liability and suits of any kind and agree to defend, indemnify and hold harmless KIN and all employees, officers, directors, volunteers, representatives,

and agents representing or related to KIN against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers arising out of or resulting from any claim of a third party related to your volunteer role with KIN, including any claims arising out of your own negligence. This release is for any and all liability for personal injuries (including death or disability) and property losses or damage occasioned by, or incurred in connection with any activity or travel relating to your volunteer role with KIN. You hereby assume all of the risks of volunteering with KIN, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of KIN. This Waiver of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. With the intention of waiving all unknown and unsuspected claims, you hereby expressly waive all rights, benefits, and protections you may have under California Civil Code Section 1542, which reads as follows: **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Governing Law

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Volunteer Status

Nothing in this agreement or any other dealings between you and KIN will be deemed to constitute a relationship of employer and employee, principal and agent or partnership, now or in the foreseeable future. If you accept the role, you agree to perform all duties on a volunteer basis and you will not receive remuneration or payment for your work, other than reasonable reimbursement of authorized expenses. This agreement may be canceled at any time at the discretion of either party, but shall be enforceable with respect to any actions taken prior to such termination whether the enforcement is sought prior to or after such termination. The signature of the Chapter Director below acknowledges his/her agreement to the aforementioned terms. Agreed to by:

Chapter Director Name (printed) _____ Date _____

Chapter Director Signature _____

KIN Authorized Representative Name (printed) _____ Date _____

KIN Authorized Representative Signature _____