VOLUNTEER POLICIES

Volunteers like you are the "heart" of Open Heart Kitchen. Thank you for choosing to volunteer at Open Heart Kitchen. We are excited to have your help in our efforts to address the hunger issues of our neighbors in the Tri-Valley. Please review and sign the policies below regarding volunteering at Open Heart Kitchen. We believe our service to our guests and sensitivity to their rights and needs will and must be paramount. Maturity, a sense of responsibility, and devotion to our guests' needs and services are expected of all OHK Volunteers.

Purpose of Volunteer Policies
Open Heart Kitchen ("OHK") aims to provide and facilitate a pleasant, efficient, and cooperative volunteer experience. Please understand that this document only highlights OHK's policies and practices and is not intended to be a contract or other legal document.

OHK reserves the exclusive right to change any of these policies at any time and to expect adherence to the changed policy. Changes to or exceptions from these policies may only be granted by the Executive Director, and must be obtained in advance and in writing. Areas not specifically covered by these policies shall be determined by the Executive Director.

Definition of 'Volunteer'
A "Volunteer" is anyone who, without compensation or expectation of compensation, performs services solely for humanitarian purposes at the direction of and on behalf of OHK. Individuals wishing to volunteer must be officially accepted and enrolled by OHK prior to commencing volunteer services. Volunteers are not "employees" of OHK.

Service at the Discretion of Open Heart Kitchen
OHK accepts the service of all Volunteers with the understanding that such service is at the sole discretion of OHK. Volunteers understand and agree that OHK may at any time, for whatever reason, decide to end a Volunteer's relationship with OHK. Where applicable, verification of licenses, certification, and other qualification requirements must be completed before an individual can commence volunteering at OHK.

The Volunteer may at any time, for whatever reason, decide to cease volunteering for OHK. Notice of such a decision should be communicated as soon as possible to the Volunteer Coordinator at 925-580-1619 or email at volunteer@openheartkitchen.org.

Volunteer Rights and Responsibilities
Volunteers are a valuable resource to Open Heart Kitchen, its staff, and its guests. Volunteers will be provided with meaningful assignments, effective supervision, the opportunity for full involvement and participation, and recognition for their contributions. Volunteers will be given training at the OHK serving site at which they are volunteering.

In return, Volunteers agree to actively perform their duties to the best of their abilities and to remain loyal to the goals and procedures of OHK.

Acceptance and Appointment
Service as a Volunteer begins with an official notice of acceptance or appointment to a volunteer position. Notice may only be given by an authorized representative of the OHK, who will normally be the Volunteer Coordinator. No Volunteer shall begin volunteer duties until they have been officially accepted for a position and have completed all necessary paperwork. Volunteers are expected to work for the entire length of the shift assigned. OHK cannot guarantee that walk-in Volunteers will be accepted or placed in a volunteer position.

No Discrimination/No Harassment Policy
OHK is committed to providing a work environment free of discrimination and harassment. In keeping with this policy, OHK strictly prohibits discrimination and harassment on the basis of sex (which includes discrimination and harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as discrimination and harassment based on race, color, religion, age, mental or physical disability, medical condition, national origin, ancestry, marital status, veteran status, sexual orientation, family care or medical leave status, or any other legally protected characteristic.

OHK's policy rests on the fundamental precept that each OHK employee, Volunteer and guest must treat all others with respect, dignity, and professionalism. Deviation from that standard will not be tolerated. Failure to maintain our no discrimination/harassment policy may result in corrective action, up to and including termination of the Volunteer's relationship with OHK.

Volunteers will avoid imposing their lifestyle, cultural and religious orientation upon OHK staff, fellow Volunteers and guests.

Confidentiality
Volunteers are responsible for maintaining the confidentiality of all proprietary or privileged information to which they are exposed while serving as a Volunteer, whether this information involves staff, Volunteers, guests, or other persons involved in overall OHK business. Failure to maintain confidentiality may result in corrective action, up to and including termination of the Volunteer's relationship with OHK.

No information of any kind may be divulged to persons outside OHK, unless:

a) The Volunteer has been given prior written consent;

b) The Volunteer is served with a subpoena or other legal process; or

c) The information sought is covered by specific legal requirements for the breaking of confidentiality.

Examples could include suspected child abuse or neglect, suspected elder abuse, or situations in which a guest is a danger to themselves or others. In such cases, Volunteers are expected to report any concerns to an OHK Staff Member or the Executive Director, who will contact the appropriate authorities, as mandated by law.

Dismissal of a Volunteer
Volunteers who do not adhere to the rules and procedures of OHK or who fail to satisfactorily perform their volunteer assignment may be subject to corrective action, up to and including termination of the Volunteer's relationship with OHK. In most cases, OHK supervisory staff will discuss any problems relating to a specific Volunteer prior to severing the Volunteer's relationship. Possible grounds for severing the Volunteer's relationship may include, but are not limited to, the following: gross misconduct or insubordination; theft of property or misuse of agency materials; harassment of guests; staff or other volunteers; unreasonable use of electronic devices (i.e., cell phones, ipods, mp3 players, video games, pagers); overuse of cell phones/pagers for personal calls or texting; failure to abide by agency policies and procedures; and failure to satisfactorily perform assigned duties.

Volunteers under 18
Volunteers who are under the age of 18 must have the written consent of a parent or guardian prior to commencing service as a Volunteer. Volunteer assignments for a minor will be performed in a non-hazardous environment and will comply with all appropriate requirements of child labor laws. Consent forms are available at www.openheartkitchen.org/forms.html.

Dress Code
As representatives of the OHK, Volunteers, like staff, are responsible for presenting a good image to guests and to the community. Volunteers shall dress appropriately for the conditions and performance of their duties. For safety and sanitation reasons, volunteers must wear closed toed shoes at all times and to either wear long hair tied back or wear protective hear wear.

Use of Electronic Tools
Volunteers shall limit the use of electronic devices such as cell phones, ipods, mp3 players, video players, computers, pagers, etc. while volunteering at an OHK facility.

Safety and Sanitation
OHK is strongly committed to the health and safety of its Volunteers, employees and guests. OHK Managers are responsible for creating and implementing safety plans and procedures which are posted at each serving site to minimize workplace injuries. Volunteers share responsibility for alerting OHK management to hazards to health and safety, and are responsible for carrying out all posted safety procedures conscientiously. Any Volunteer who creates, maintains, or allows a hazard to health or safety may be subject to corrective action, up to and including termination of the Volunteer's relationship with OHK.

Proof of Community Service Hours
Individual Volunteers are responsible for the accurate completion and timely submission forms for proof of community service hours. Volunteers can download OHK's proof of community services hours form at www.openheartkitchen.org/forms.html.

Grievances
A Volunteer participating in any of OHK's (OHK) programs can register a complaint and seek redress in the following manner:

> **Step One**: The Volunteer should contact the OHK Site Manager at the site where the grievance occurred. The grievance will be addressed by the OHK Site Manager and the Volunteer will receive a response within five (5) business days. History has demonstrated that most grievances are handled by the OHK Site Manager within 24 hours.
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> **Step Two**: If the Volunteer is not satisfied with this response, he/she may contact the Volunteer Coordinator in writing stating the complaint and the Volunteer's objections to the resolution provided by the OHK Site Manager. The complaint will be reviewed by the Volunteer Coordinator and the Volunteer will receive a response within five (5) business days. When the Volunteer Coordinator receives the written complaint, the Volunteer Coordinator will record the grievance, date, and history in the Volunteer Grievance Log.
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> **Step Three**: If the Volunteer is still not satisfied, he/she may take the grievance and his/her dissatisfaction with previous redress efforts, in writing, to the Executive Director. The complaint will be reviewed and a written resolution provided by the Executive Director within five (5) business days.

The Executive Director shall review the Volunteer Grievance Log monthly with the Volunteer Coordinator to determine whether Volunteer grievances are being handled in a satisfactory and timely manner. On a quarterly basis, the Executive Director shall provide a report to the OHK Board listing the Volunteer grievances that have been logged and their resolution.

Assumption of Risk
I hereby agree to accept, and I hereby assume, any and all risks and potential dangers, both known and unknown, of any and all types of personal injury, property damage or wrongful death, howsoever caused, while engaged as a Volunteer for OHK. I hereby agree to accept any and all risks, known and unknown, associated with or resulting from my participation as a Volunteer for OHK. **I Verify And Affirm This Statement By Placing My Initials Here**: _____.

Release
As consideration for the permission of OHK to allow my voluntary participation, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make any claim against, sue, or attach the property OHK or any of their agents, officers, employees, subcontractors (independent contractors or otherwise) for any personal injury, property damage or wrongful death resulting from the negligence or other acts, howsoever caused, by any employee, officer, agent, subcontractor, or instructor (independent contractor or otherwise) of OHK as a result of my participation as a Volunteer for OHK and its related activities and events.

I hereby release OHK and their agents, officers, employees, subcontractors, or instructors (independent contractors or otherwise) from all actions, claims, causes of action, or demands, known or unknown, fixed or contingent, that I, my assignees, heirs, distributees, guardians and legal representatives now have or may hereafter have for any personal injury, property damage or wrongful death resulting from my participation as a Volunteer and its related activities and events.

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Knowing and Voluntary Execution

I have carefully read this Agreement and fully understand its contents. I am aware this is a release of liability between OHK. and me, and I sign it of my own free will. I am fully aware of the legal consequences of signing this document.

Indemnity

I agree that in the event any claim for personal injury, property damage, or wrongful death shall be prosecuted against OHK, their agents, officers, employees, subcontractors, or instructors (independent or otherwise), I, my assignees, heirs, distributees, guardians, and legal representatives shall indemnify and hold harmless OHK, their agents, officers, employees, subcontractors, or instructors (independent or otherwise) from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage, or wrongful death.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY BETWEEN ME, AND OHK. I SIGN IT OF MY OWN FREE WILL.

Volunteer Name:_____

Signature:_____

Legal Guardian Name:_____

Signature:_____

Date:_____