



*Nourishing Lives*

## **VOLUNTEER POLICIES/RELEASE OF LIABILITY WAIVER**

*Volunteers like you are the “heart” of Loaves and Fishes of Contra Costa (LFCC). Thank you for choosing to volunteer with us. We are excited to have your help in our efforts to address the hunger of our neighbors in Contra Costa County.*

*Please review these policies and sign the waiver below regarding volunteering at LFCC. We believe the service we provide to our guests and sensitivity to their rights and needs is paramount. Maturity, a sense of responsibility, and devotion to our guests’ needs and services are expected of all LFCC Volunteers.*

### **Purpose of Volunteer Policies**

Loaves and Fishes of Contra Costa aims to provide and facilitate a pleasant, efficient and cooperative volunteer experience. Please understand that this document only highlights LFCC’s policies and practices and is not intended to be a contract or other legal document.

LFCC 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 LFCC. Individuals wishing to volunteer must be officially accepted and enrolled by LFCC *prior* to beginning volunteer service. Volunteers are not employees of LFCC.

### **Service at the Discretion of Loaves and Fishes**

LFCC accepts the service of all Volunteers with the understanding that such service is at the sole discretion of LFCC. Volunteers understand and agree that LFCC may at any time, for whatever reason, decide to end a Volunteer's relationship with LFCC. Where applicable, verification of licenses, certification, or other qualification requirements may need to be completed before an individual can begin volunteering at LFCC. A Volunteer may at any time, for whatever reason, decide to cease volunteering for LFCC. Notice of such a decision should be communicated as soon as possible to the Volunteer Program Manager at 925-293-4792 or via email at [volunteers@loavesfishescc.org](mailto:volunteers@loavesfishescc.org) or [info@loavesfishescc.org](mailto:info@loavesfishescc.org).

### **Volunteer Rights and Responsibilities**

Volunteers are a valuable resource to Loaves and Fishes, 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 orientation at the LFCC 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 LFCC.

## **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 LFCC, who will normally be the Volunteer Program Manager, and/or the site-specific manager.

- 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 and must be willing to perform ALL volunteer duties
- LFCC will not accept walk-in Volunteers.

## **No Discrimination/No Harassment Policy**

LFCC is committed to providing a work environment free of discrimination and harassment. In keeping with this policy, LFCC 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. LFCC's policy rests on the fundamental precept that each Loaves and Fishes employee, Volunteer and guest must treat all others with respect, dignity and professionalism. Therefore, Volunteers will avoid imposing their lifestyle, cultural and religious orientation upon LFCC staff, fellow Volunteers and guests. 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 Loaves and Fishes.

## **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 LFCC business. Failure to maintain confidentiality may result in corrective action, up to and including termination of the Volunteer's relationship with Loaves and Fishes.

No information of any kind may be divulged to persons outside LFCC, 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 LFCC Staff Member or the Operations Manager, 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 LFCC 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 Loaves and Fishes. In most cases, LFCC 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 over the age of 12 but under the age of 18 must have a supervising registered parent or guardian volunteer with them. Volunteer assignments for a minor will be performed in a non-hazardous environment and will comply with all appropriate requirements of child labor laws.*

### **Dress Code**

As representatives of LFCC, 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 close-toed shoes at all times and either wear long hair tied back or wear protective headwear. Long pants and sleeved shirts are also required. *For safety reasons, Volunteers may be sent home if they are not dressed appropriately.*

### **Use of Electronics**

Volunteers shall not use electronic devices such as iPods, mp3 players, video players, computers, pagers, etc. while volunteering at an LFCC facility. Use of headphones is prohibited for safety reasons.

### **Safety and Sanitation**

LFCC is strongly committed to the health and safety of its Volunteers, employees and guests. Loaves and Fishes Management is 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 management of 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 LFCC.

### **Grievances**

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

1. **Step One:** The Volunteer should contact the LFCC Site Manager at the site where the grievance occurred. The grievance will be addressed by the Site Manager and the Volunteer will receive a response within five (5) business days. History has demonstrated that most grievances are handled by the LFCC Site Manager within 24 hours.
2. **Step Two:** If the Volunteer is not satisfied with this response, he/she may contact the Volunteer Program Manager in writing, stating the complaint and the Volunteer's objection to the resolution provided by the LFCC Site Manager. The complaint will be reviewed by the Volunteer Program Manager and the Volunteer will receive a response within five (5) business days. When the Volunteer Program Manager receives the written complaint, the Volunteer Program Manager will record the grievance, date, and history in the Volunteer Grievance Log.
3. **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 Operations Manager to determine whether Volunteer grievances are being handled in a satisfactory and timely manner.

**Assumption of Risk**

I hereby agree to accept and assume, any and all risks and/or 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 Loaves and Fishes of Contra Costa.

**Release**

As consideration for the permission of LFCC 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 LFCC 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 an employee, officer, agent, subcontractor, instructor independent contractor or otherwise of LFCC as a result of my participation as a Volunteer for Loaves and Fishes of Contra Costa and its related activities and events.

I hereby release LFCC 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. I hereby agree to accept and assume any and all risks, known and unknown associated with or resulting from my participation as a Volunteer for LFCC.

**Indemnity**

I agree that in the event any claim for personal injury, property damage, or wrongful death shall be prosecuted against LFCC, their agents, officers, employees, subcontractors, or instructors (independent or otherwise), I, my assignees, heirs, distributees, guardians and legal representatives shall indemnify and hold harmless LFCC, 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 arising out of my conduct as a volunteer of LFCC.

I HAVE CAREFULLY READ THE VOLUNTEER POLICES AGREEMENT, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS WAIVER IS A RELEASE OF LIABILITY BETWEEN ME AND LOAVES AND FISHES OF CONTRA COSTA.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# CIVIL RIGHTS ANNUAL TRAINING CHECKLIST FOR CSFP AND TEFAP

**Employee or Volunteer Name** (Last Name, First Name):

Date of Training:

Date Next Training Due:

The goal of civil rights training is to ensure fairness and equity of treatment and benefit delivery of TEFAP and CSFP. *Additional information from the USDA civil rights web page can be found online at [www.fns.usda.gov/civil-rights](http://www.fns.usda.gov/civil-rights).*

The California Department of Fair Employment and Housing is the state agency charged with enforcing California’s civil rights laws. The following link, ([www.dfeh.ca.gov](http://www.dfeh.ca.gov)) provides information about a complaint process, protections regarding recipients of state and federal funding, and references to the applicable California protected bases.

**Instructions:** After reading each section below, and understanding the content, initial each item indicating that you have read and understood the material. If you have any questions about the content that is addressed in this annual checklist, please ask your immediate supervisor.

## TYPES OF DISCRIMINATION

Initials:

1. Disparate treatment (treating a person differently from others);
2. Disparate impact (neutral rule impacts disproportionately on a group);
3. Reprisal/retaliation against complainant or his/her family, associates or others involved in complaint process or exercising civil rights.

## EXCEPTIONS

Initials:

Congress can establish a program that is intended for certain groups of people and it is not discrimination to exclude those who do not meet eligibility requirements. For example, Congress can set age limits, and this is not age discrimination for those who do not meet the age limits.

## WHEN DO CIVIL RIGHTS RULES APPLY?

Initials:

Federal civil rights rules apply any time there is any federal financial assistance. Federal financial assistance is receiving anything of value from the federal government- not just cash. It can include commodities, training, equipment, and other goods and services.

## LEGAL PROHIBITIONS

Initials:

The policy of the CDSS Food Assistance Programs is to not discriminate against **any** class of persons in the delivery of services to clients. CDSS expects local programs to provide food to every eligible person who seeks it, regardless of their status as a member of any class of persons. Any Eligible Recipient Agency (ERA) or local agency that directly or through a sub site is found to be discriminating against any class of people is at risk of termination from the program subsequent to an investigation.

## FEDERAL PROTECTED CLASSES

Initials:

Under federal law, specific classes of persons have a right to file a federal discrimination complaint with USDA if an ERA program or local agency using federal resources discriminates against them.

Under federal law for the purposes of TEFAP and CSFP, the protected classes under which a client may file a

This institution is an equal opportunity provider.

discrimination complaint are race, color, national origin, sex, disability and age.

The state of California has additional protected classes including, religious creed and political beliefs.

Complaints based on these classes may be pursued at the state level.

It is also important to note that perception of belonging to a protected class and association with a member of a protected class are also covered in California under a general non-compliance section of the Government Code and may give rise to its own complaint outside of the USDA process.

## **FILING A FEDERAL CIVIL RIGHTS COMPLAINT**

Initials:

Advise people who allege discrimination based on one or more of the federal protected classes listed above on how to file a complaint by using the *USDA Program Discrimination Complaint Form (AD-3027)*, found online at <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf> and at any USDA office. Complainants may also write a letter addressed to USDA and provide all the information requested in the form.

To request a copy of the complaint form, complainants may call (866) 632-9992. Completed forms or letters may be mailed, faxed or emailed to the USDA at the following addresses:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue SW  
Washington, DC 20250-9410  
Fax: (202) 690-7442; or  
Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

## **MAINTAIN CONFIDENTIALITY**

Initials:

Do not talk about or make remarks about people receiving benefits. Never share information with others even if your intention is to help recipients with other services or assistance. Refer all requests for information about recipients from other agencies or programs to managers. Always get a recipient's written approval to share their information or make referrals on their behalf. What happens at the site stays at the site. The exception, of course, is any illegal or inappropriate behavior that should be reported to state or federal officials.

## **COOPERATE WITH STATE AND FEDERAL REVIEWERS**

Initials:

USDA and CDSS are required to conduct periodic compliance reviews to help ensure compliance with program and civil rights rules.

## **ELIGIBLE RECIPIENT AGENCY MUST TAKE ACTION**

Initials:

The ERA or local agency must accept all complaints (program, vendor or civil rights) received by the agency and forward to CDSS regardless of whether the complaints are written, verbal, or anonymous. Details for filing complaints are outlined in Section XV of the FNS 113-1 document.

## **CORRECTIVE ACTION FOR NON-COMPLYING AGENCIES**

Initials:

If there is non-compliance with federal nondiscrimination law by the ERA or sub distributing site, the state will file a report with the USDA FNS Civil Rights Division and will immediately seek correction of the violation by voluntary compliance. Failure of the ERA or sub site to correct any non-compliance with civil rights rules can lead to legal actions and termination from the Federal programs TEFAP and CSFP, as applicable.

## **ACCOMMODATE PEOPLE WITH DISABILITIES**

Initials:

A disability is a physical or mental impairment which substantially limits an individual's major life activities

This institution is an equal opportunity provider.

(such as those who are deaf, hard of hearing or have speech disabilities). Reasonable accommodation is a modification or adjustment to enable individuals with disabilities to have equal access to benefits and privileges of a service or program. Some examples are providing reserved parking for people with disabilities, wheelchair ramps, and chairs or shaded waiting areas for those who have mobility issues. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA for accommodations through the Federal Relay Service at (800) 877-8339 (English); or (800) 845-6136 (Spanish). Ask your supervisor for help in providing additional accommodations for people with disabilities. The Americans with Disabilities Act (ADA) protects individuals with disabilities. The following link (<https://www.ada.gov/>) provides additional resources and contains specific technical assistance materials on the ADA.

### **SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

Initials: \_\_\_\_\_

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are considered to have Limited English Proficiency (LEP). Meaningful access to program information and services by persons with LEP is required; that means timely, appropriate and effective language services. This may include providing interpreters and providing printed materials in different languages. Consult your supervisor for assistance. The following link [www.fns.usda.gov/civil-rights](http://www.fns.usda.gov/civil-rights) provides limited English proficiency-specific technical assistance materials and references.

### **SEXUAL HARASSMENT IS PROHIBITED**

Initials: \_\_\_\_\_

Do not engage in or tolerate unwanted or unwelcomed sexual behavior, including jokes, touching, request for sexual favors, etc. Report all violations to your management, state or federal officials.

### **RESPONDING TO CONFLICTS/EMERGENCIES**

Initials: \_\_\_\_\_

If conflict occurs, remain calm. Call for assistance immediately if you feel threatened. Consider mediation or a third party to help resolve the situation if there is no immediate resolution.

### **CUSTOMER SERVICE**

Initials: \_\_\_\_\_

Treat all people with dignity and respect. Follow the golden rule and treat people the way you would like to be treated. Customer service is an important part of the complaint process, most times people just want to tell their side of the story. A listening ear can make the difference between calming the person down or making the situation worse.

When handling a complaint:

1. Treat everyone equally.
2. Evaluate if there are barriers that are preventing or deterring the person from receiving benefits and try to eliminate them.
3. Be respectful. Remember when people are angry, you can feel that they are taking their frustration out on you.

### **PUBLIC NOTIFICATION REQUIREMENTS**

Initials: \_\_\_\_\_

Ensure potentially eligible persons are aware of the program and have information on how to apply and their rights and responsibilities as a participant.

### **REQUIRED POSTINGS**

Initials: \_\_\_\_\_

Each ERA, local agency, distribution site, and certification site must display the 'And Justice for All' poster, including translations if necessary, near the location where applicants apply or register for the program. All 'And Justice for All' posters must be displayed in a specific size: 11" width x 17" height.

The nondiscrimination statement must be placed on all program materials, including websites.

This institution is an equal opportunity provider.

For agencies that are religious organizations, the “*Written Notice of Beneficiary Rights*” must be displayed or distributed to all participants and prospective participants.

**CSFP REQUIREMENT ONLY - FNS 191 Racial and Ethnic Data Collection** Initials: \_\_\_\_\_

Each local agency and/or each sub-site shall collect the number of participants receiving food packages by racial/ethnic category during the month of April each year, unless otherwise specified by CDSS. This count may be collected as a manual head count of food package recipients or may be collected from a review of certification forms. Self-identification or self-reporting of this information is the preferred method. This information is requested solely for the purpose of determining the State’s compliance with Federal civil rights laws.

The participant’s response will not affect consideration of the application and may be protected by the Privacy Act. Providing the information assures the program is administered in a nondiscriminatory manner. If the applicant declines to self-identify, the applicant should be informed that a visual identification of his or her race and ethnicity will be made and recorded in the data system.

The FNS-191 report must be submitted each year to CDSS.

|   |               |
|---|---------------|
| <b>LEVEL 1 TRAINING CERTIFICATION</b>   |               |
| I, _____ (Print your First and Last Name) have read and understood the content of this civil rights training. I agree to follow the civil rights instructions as listed above while working as staff or volunteering for _____ (Print Agency Name). I understand that this checklist must be reviewed and completed annually. |               |
| _____<br>Signature  | _____<br>Date |

|  |               |
|--|---------------|
| <b>LEVEL 2 TRAINING CERTIFICATION</b>  |               |
| To be completed by TEFAP and CSFP staff at CDSS, program management staff at any provider (ERA or Local Agency), and lead program volunteers at any distribution site.   |               |
| I, _____ (Print your First and Last Name) have viewed and understand the civil rights information contained in the FDU Civil Rights Presentation. I agree to follow the civil rights instructions as indicated in this checklist <u>and</u> in the FDU Civil Rights Presentation while working as staff or volunteering for _____ (Print Agency Name). I understand that this checklist and the FDU Civil Rights Presentation must be reviewed and completed annually. |               |
| _____<br>Signature   | _____<br>Date |

All staff and volunteers who complete this training must sign the FDU 113 checklist. The FDU 113 replaces the Certification of Completion used in previous years.

**ADDITIONAL INFORMATION CAN BE FOUND IN FNS INSTRUCTION 113-1 REGARDING CIVIL RIGHTS COMPLIANCE AND ENFORCEMENT.**

This institution is an equal opportunity provider.