

## ASSISTANCE LEAGUE® OF LOS ANGELES 2023-2024 MEMBERSHIP AGREEMENT

The spirit of this document is to uphold the mission and core values of the Assistance League® of Los Angeles. Thank you in advance for carefully reading the following policies. Your signed Membership Form and dues payment serve as acknowledgement and consent of the following four policies:

(1) Release and Waiver of Liability, (2) Photo Release, (3) Agreed Upon Conduct, & (4) Conflict of Interest

### 1) Release and Waiver of Liability

This Release and Waiver of Liability is executed in favor of Assistance League® of Los Angeles ("the League"), and its Auxiliaries, Directors, Officers, Employees and Agents.

**Indemnity & Release-** I do hereby indemnify and hold harmless and release and forever discharge the League from any and all liability, claims, demands, and causes of action of whatever kind or nature, either in law or equity, which may hereafter arise from my participation with the League and/or any program, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the League.

I understand and acknowledge that this Release discharges the League from any liability or claim that I may have against any of them with respect to any bodily or other injury, illness, death or property damage that may result from my participation. I also understand that the League does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance, in the event of injury, illness, death or property damage.

**Insurance-** I understand that the League may elect to provide group accident or other liability insurance for the benefit of its volunteers. Except to the extent that it may provide such insurance, the League does not carry or maintain any insurance coverage for the benefit of its members or volunteers, and expressly disclaims any responsibility or obligation to do so. As a volunteer I am expected and encouraged by the League to maintain all applicable insurance coverage for my own protection.

**Medical Treatment-** Except as otherwise agreed to by the League, in writing, I hereby release and forever discharge the League from any and all liability, claims, demands and causes of action whatsoever that may arise on account of first aid or other medical treatment rendered during my participation with the League and/or any program, activity, or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with the League.

**Assumption of Risk-** I understand that my participation with the League and/or any program, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with the League may include activities that may be hazardous to me. I hereby expressly and specifically assume the risk of injury or harm in the activities and release the League from all liability for injury, illness, death and/or property damage that may result.

**Other-** I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

### 2) Photo Release

I hereby consent to the taking of photographs, films, videotape, digital recording, quotations, and the employment of any devices, mechanical or otherwise, for the reproduction of my image. The said photographs or otherwise reproduced images hereby consented to may be used in any book, brochure, magazine, paper, lecture, motion picture, television broadcast, advertisement, poster, billboard, website, social networking site or any other type of publication or publications at such times and in such places without restriction as the League shall determine or permit, and the undersigned waives every claim for compensation.

### 3) Agreed Upon Conduct

Board of Directors, Auxiliary Chairs, their members, and League volunteers shall abide by the following when engaging in activities of the organization. Behavior that disrupts the well-being of the organization, members, or Staff will be referred to the Board President for review of said behavior which may result in oral or written warnings up to including suspension of membership.

Welcomed	Unwelcomed
Conduct League business and activities in the best interest of the League, and that creates a diverse, equitable, and inclusive culture that ensures every person belongs, is respected, and valued as themselves.	Discriminatory and disrespectful behavior based on ethnic, cultural, sexual and or physical differences. Behavior that is not positive, respectful, inclusive, collegial, or conducted in a confidential manner
Support the mission, vision, and core values of the League. Board Members, Auxiliary Chairs and members shall attend League meetings, and support fundraising events by purchasing one ticket. All members are expected to contribute at any level to the League's Annual giving campaign, thus supporting our fundraising and philanthropic efforts.	Engage in inappropriate verbal, written and/or email communications about League business, members, or policies. Deliberate or negative activity that impacts results of League fundraising, membership recruitment and operating activities.
Use the name and logo of the League in accordance with the guidelines issued by the League	Copy, reproduce, transmit, or divulge proprietary information, including the League roster
Accept that all contractual agreements are the responsibility of the League Administrative Office	Make commitments or sign contracts on behalf of the League except in accordance with established League policies
Follow the policies, directives, and decisions of the Board of Directors, as the elected governing body of the League	Give direction to staff unless the staff's immediate supervisor and/or the CEO approve such direction
Abide by all federal, state, and local regulations as applicable to League programs, services and nonprofit status	Give gifts of any sort to staff without prior approval of the Board President or CEO

### 4) Conflict of Interest Policy

The purpose of this policy is to protect the League's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of any person serving on the Board of Directors, any voting or non-voting member, any employee and any non-member volunteer acting as an agent of the League. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations. Please contact the League if you need additional information about Conflict-of-Interest definitions.

- No member of the League shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the League. Each individual shall disclose to the League any personal interest which he or she may have in any matter pending before the League and shall refrain from participation in any decision on such matter. Notwithstanding the foregoing, nothing contained herein shall preclude the League from entering into a transaction with a member owned business, or a business that a member has an interest in directly or indirectly, for the provision of services or goods to the League provided that: (i) the members interest is disclosed; (ii) the quality of the services or goods supplied is equal to or superior to that offered by other vendors in the judgment of the League; and (iii) the price for the services or goods supplied is equal to or less than the price offered by another vendor for the same services or goods.
- Any member of the League who is a member of a borrower organization or a loan applicant agency shall identify his or her affiliation with such agency; further, in connection with any credit policy committee or board action specifically directed to that agency, he/she shall not participate in the decision affecting that agency and the decision must be made and/or ratified by the full board.
- Any member of the League shall refrain from obtaining any list of the League's members and/or clients for personal or private solicitation purposes at any time.

I certify that I am not now nor at any time during the past year have been:

- 1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party doing business with the League which has resulted or could result in personal benefit to me, except as permitted above.
- 2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the League.

**Thank you for being a proud member of the Assistance League® of Los Angeles.**

A legacy of serving Los Angeles children for 100 years.



# 2023-2024

## Sterling Volunteers Background Screenings

### Information Sheet

According to National Assistance League policy, Assistance League® of Los Angeles will be conducting new background screenings for all Assistance League of Los Angeles members who currently, or may, interact with the children we serve. The screening is good for 7 years, and will be processed through a third party, Sterling Volunteers. Sterling conducts more than 100 million background checks annually for other nonprofits such as, Meals on Wheels and Girl Scouts and has been selected by the National Assistance League as our provider. No confidential personal information will reside with our Los Angeles chapter or the National Assistance League office. Sterling's portal is a centralized hosting infrastructure, and has layers of security, encrypted communications and data residing behind multiple firewalls.

The League will be using the "Sterling Complete Package" name-based screening. It will include a Social Security Number trace, OFAC Terrorist Watch-list, Department of Justice Sex Offender Registry, All County Criminal Search, All Alias/Maiden Names Locator Select Arrest Database and National Criminal Database. Once done, this screening is valid for up to seven years. However, the frequency of screening is at the discretion of the League.

There is a fee for each member to be screened and that cost will be covered by the League. There will be no charge to our members. Without the screening, members will not be able to volunteer with the children. So, even if one does not regularly volunteer with children but might, on occasion, they should be screened. Additionally, the League can only accept screenings done through Sterling Volunteers. A Global Entry ID and other fingerprint-based screenings cannot be substituted.

The screening process is easy and completed on-line via a link that will be sent from Sterling Volunteers, who will provide "how-to" instructions to each member. Once the screenings are complete, the League will receive results under one of two classifications: "clear" or "fail". The member and the League will be notified if their application is classified as "fail". Should this occur, the League will refer to the National Assistance League Name-Based Search protocols to proceed.

Assistance League® of Los Angeles

Protected Persons Behavioral and Reporting Policy

Adopted 5/1/2020

**Purpose:** It is the purpose of this policy of **Assistance League® of Los Angeles** to provide a safe and secure environment for children, persons with intellectual disabilities, and elderly persons who participate in activities sponsored by Assistance League. This policy is intended to formalize Assistance League's commitment to the avoidance of abuse to such Protected Persons.

**Scope:** This policy shall apply to all current and future Assistance League employees, Members and/or volunteers, including all Advisory Council Members.

**Definitions:** For the purpose of this policy the following definitions shall apply:

1. "Abuse" shall be defined as verbal, physical, emotional, or sexual abuse and/or exploitation and neglect of a Protected Person, which thus includes child abuse, abuse of persons with intellectual disabilities, and elder abuse.
2. "Adult" shall be defined as any individual at least eighteen (18) years of age.
3. "Advisory Council Member" shall be defined as any individual invited by the Board to serve on an annual basis.
4. "Child," "children" and/or "minor" shall be defined as any individual under the age of eighteen (18) years of age, including Minor Member Volunteers.
5. "Community Volunteer" shall be defined as any individual, other than a Member Volunteer or Advisory Council Member, performing services for Assistance League without compensation.
6. "Elderly Persons" shall be defined as any individual sixty-five (65) years of age and older.
7. "Employee" shall be defined as any individual performing services for Assistance League for compensation, including independent contractors and employees.
8. "Member Volunteer" shall be defined as any individual who is listed on the official rolls of chapter members maintained annually by National Assistance League.
9. "Minor Member Volunteers" shall be defined as any individual under the age of eighteen (18) years of age; and listed on the official rolls of chapter members maintained annually by National Assistance League. Minor Member Volunteers are sometimes referred to as "Assistees®."
10. "Protected Person(s)" shall refer to children, persons with intellectual disabilities, and elderly persons.

## **Eligibility for Service**

No individual is suitable to serve as an employee, Member, or volunteer with Assistance League of **Los Angeles** has been convicted of a felony; or a misdemeanor involving sexual misconduct or moral turpitude; unless granted an exemption pursuant to the **National Assistance League Name-based Search Policy**.

No Community Volunteer shall be allowed to be in the presence of a Protected Person unless under the direct supervision of a Member Volunteer or Employee.

## **Specific Acts and Omissions in Violation of this Policy:**

The following acts or omissions are violations of this Policy and will not be tolerated or accepted during any activity or program and are to be immediately reported after the safety of the Protected Person has been assured.

1. Any direct observations or evidence of sexual advances and/or sexual activity in the presence of or in association with a Protected Person.
2. Any display or demonstration of sexual advances and/or sexual activity, abuse, insinuation of abuse, or evidence of abusive conduct towards a Protected Person.
3. Sexual advances and/or sexual activity of any kind between any person and a Protected Person.
4. Infliction of physically abusive behavior or bodily injury to a Protected Person.
5. Physical neglect of a Protected Person including failure to provide adequate supervision.
6. Mental or emotional injury to a Protected Person.
7. The presence and/or possession of obscene or pornographic materials.
8. The possession of and/or being under the influence of any illegal or illicit drugs.
9. The consumption of and/or being under the influence of illegal or illicit drugs, marijuana, or alcohol while leading a function with a Protected Person or Minor Volunteer Member.

## **Adult Behavior:**

1. For Protected Persons not including elderly persons:
  - a. No adult employed by or volunteering for Assistance League shall be left alone with a Protected Person. This will require a reasonable ratio of adults to Protected Persons be maintained in each situation involving the supervision of Protected Persons. For elderly persons, see 2a below.
  - b. In guidance and/or advisory sessions, written parental or guardian permission shall be obtained prior to a meeting privately with a Protected Person. If written permission is granted

two adults shall be present during the guidance and/or advisory session. Prior written permission may be granted by parents to cover a specific time period (i.e., a chapter year). For elderly persons, see 2b below.

2. For elderly persons:

- a. One-on-one Interactions between Assistance League employees and/or volunteers and elderly persons that fall within the scope of Assistance League sponsored activities are permitted.
- b. In guidance and/or advisory sessions, including those involving financial advice or financial matters, two adults shall be present during the guidance and/or advisory session in addition to the elderly person.

3. For Assisteens events, or any event involving Minor Member Volunteers, and conferences a one (1) to ten (10) ratio of Adult to Assisteens shall also be maintained. In the event of an Assisteens overnight event at least one adult of each gender shall be present if male and female Assisteens are participating.

**Abuse Reporting:**

1. Upon the first suspicion of an instance of abuse of a Protected Person, the Board shall be notified and take the following steps immediately:

- a. Do not treat the suspicion as frivolous.
- b. Commence the investigation immediately and conclude it as soon as possible.
- c. Maintain confidentiality of the investigation as much as possible. Emphasize confidentiality of the victim and any accused.
- d. Determine what legal requirements exist regarding reporting of abuse and make required reports to local law enforcement and/or child protective services. Even if there is no legal obligation to report, consider the specifics of the accusation and determine if a report should be made.
- e. Cooperate fully with law enforcement officials.
- f. Suspend any accused from the performance of duties involving Protected Persons until the investigation has been completed.
- g. Inform the victim and the victim's family of the steps that are being taken and continue to keep them advised of the status of the investigations. If abuse of a Protected Person is confirmed, ask the victim and the victim's family what action they would like to take in the matter, and fully cooperate to address their requests while ensuring that the request is legally appropriate and prudent.
- h. Inform the President of National Assistance League that an investigation is in progress.

2. In instances where abuse of a Protected Person is confirmed, Assistance League shall immediately dismiss the individual if an employee. If the individual is a Member, they shall be barred from any further service with Assistance League. Assistance League will also notify the President of National Assistance League of the confirmed abuse.

3. In instances where the evidence is inconclusive, Assistance League will determine what action, if any, shall be taken depending on the strength of the evidence available. The accused shall be given the right to a hearing by the Board which shall issue a ruling, in writing, setting forth the findings and orders with regard to future service, and limitations on such service. The ruling of the Board shall be deemed final. Assistance League will notify the President of National Assistance League of the Board's determination.

4. Assistance League shall immediately contact its insurance company to report the occurrence and may contact its attorney.

5. All Assistance League employees and volunteers are instructed to read and abide by this policy. They are required to notify the President in the event of observation of, or allegations of, abuse of a Protected Person.

6. Fully comply with the federal, state and local statutes regarding the reporting of abuse of Protected Persons.

Any person having cause to believe that a Protected Person's physical or mental health or welfare has been or may be adversely affected by abuse or neglect shall report the person's belief in accordance with this procedure.

I, \_\_\_\_\_, have carefully read the foregoing Protected Persons Behavioral and Reporting Policy. I know the content thereof; and sign this policy as my own free act.

Name Printed:

Signature:

Date of Signature:

\* \* \*



## **CHAPTER HOUSE COVID-19 PROTOCOLS**

**(As of 4/5/2023)**

- No social distancing required
- Full vaccination and booster shots are no longer required for employees, volunteers, members, and guests
- Masks are recommended, but no longer required for FULLY vaccinated employees, volunteers, members, and guests
- Employees, volunteers, members and guests must stay home when exhibiting symptoms of COVID-19
- If exposed to someone with COVID-19 in the previous 10 days, a highly protective mask must be worn when around others for 10 days from the initial date of exposure
- Updated visible signage at the entrance of the Chapter House informing guests of our COVID-19 safety policies





# HEALTH & SAFETY GUIDELINES

(As of 4/5/2023)

- **VACCINATION AND BOOSTERS**

While full vaccination and boosters are no longer required, they are recommended.

- **STAY HOME IF YOU ARE ILL**

If you or someone in your group doesn't feel well, has exhibited symptoms of COVID-19 or has been in contact with someone with COVID-19 in the previous 10 days, we ask that you reschedule your appointment for a later date.

*Please note that these current health and safety measures are based on evolving health and safety guidance and conditions and are subject to change as we work closely with L.A. County officials to ensure that we are following all applicable health and safety protocols.*