



**KIDS HOPE USA
AFFILIATE
AGREEMENT**



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This Affiliate Agreement (the “Agreement” or the “Affiliation”) is between Kids Hope USA, a Michigan nonprofit corporation, whose address is 201 W. Washington Ave, Suite 20, Zeeland, MI 49464 (“Kids Hope USA”) and the church listed below (the “Church”). Kids Hope USA and the Church may be referred to individually as the “Party” and together as the “Parties.” This Agreement includes all the terms and conditions below as well as the information on the signature page.

About Kids Hope USA

Our mission: Kids Hope USA builds life-changing relationships one at a time:
One Child. One Hour. One Church. One School.

We believe that all kids matter to Jesus and that the local church is uniquely called to care for children in their community. Students deserve caring and consistent adults in their lives to help them thrive.

We connect churches with neighborhood elementary and middle schools to operate a proven and established, school-based mentoring program.

Kids Hope USA equips churches to mobilize their congregation, sending volunteer mentors into the schools to meet with students in a one-on-one mentoring relationship.

Kids Hope USA and the Church enter into this Agreement to provide the terms of a mentoring program that recruits, screens, trains, supervises, and affirms a group of volunteers who will mentor and support public school, elementary age children (the “Kids Hope USA Program”). To ensure the integrity of the Affiliation, Kids Hope USA and the Church agree to the following terms and conditions.

Kids Hope USA

Kids Hope USA matches each Church with a partner school. The school identified to partner with the Church is listed below (the “Partner School”).

Kids Hope USA delivers a structure that equips and supports a church-school partnership to mobilize a one-on-one, school-based mentoring program that meets or exceeds national standards and best practices. The Kids Hope USA Program quality is achieved and maintained through training, systems, tools, and materials that facilitate, educate, equip, support, and encourage the Church, its appointed Director(s) (as defined below), and other volunteer participants in the Church’s Kids Hope USA Program.



To that end, Kids Hope USA will:

- Provide the appointed Church director(s) the appropriate training and support to enable the Church to effectively implement and execute the Kids Hope USA Program.
- Provide the appointed Church director(s) with program management tools, volunteer training materials, and mentor-student relationship tools.
- Provide the appointed Church director(s) opportunities for continued training, webinars, industry research, best practices, and other relevant information.
- Provide essential program management tools and recommended infrastructure, Kids Hope USA will enable the Church to implement a volunteer system that the Church will use to recruit, screen, train, supervise, support, and affirm volunteers to engage its members in the lives of students at the partner school.
- Provide, maintain, and update a web-based, online portal to enable the appointed Church director to lead the Kids Hope USA program within their Church and in association with their partner school.
- Offer promotional materials that will help to advance the Kids Hope USA Program through a consistent brand.
- Provide program support through Kids Hope USA staff members, partner psychologists and counselors, and other qualified consultants.
- Offer volunteer encouragement using a variety of methods, including sharing such things as stories, periodic e-newsletters, social media, and blogs.
- Provide ongoing access to Kids Hope USA national initiatives and resources.

Church

It is important to maintain the integrity and quality of the Kids Hope USA Program because any departure from the time-tested principles developed by Kids Hope USA may compromise program quality for the Church, the Partner School, and the children. The Church acknowledges and agrees that if its director(s) and volunteers do not comply with the following obligations, this Agreement may be terminated by Kids Hope USA. Therefore, the Church agrees to the following:

- *Separation of Church and State* – The Church and its volunteers will strictly adhere to the Separation of Church and State in all aspects of its Kids Hope USA Program.
- *Pastor Leadership* - Pastors will provide oversight and ongoing support of the Kids Hope USA program, including:
 - Casting the vision for the Church to establish a mentoring program with a partner school with robust participation from a strong base of volunteers from the congregation.
 - Establishing and maintaining a strong connection of communication with the leadership of the partner school.
 - Securing, screening and supporting a program director who will coordinate the Kids Hope USA mentoring program.
 - Providing final approval for the mentors in the program.
 - Participating in the program as a mentor or prayer partner.
- *Director Leadership* – The Church shall appoint a screened director(s) (the “Church director(s)” or “director(s)”). The screening of the Church director includes satisfactory completion of a director application, reference checks, interview, comprehensive background check and approval by the supervising pastor. Under the supervision of a pastor/church staff member, the director leads all aspects of the Church’s Kids Hope



USA Program according to the best practices of Kids Hope USA as outlined in training and ongoing communication. The director(s) must have regular access to, and the skills to operate, a computer with internet and e-mail capability.

- *Training* – Training for the director(s) and for all volunteers shall be completed in accordance with the Kids Hope USA training program. In the event the Church's trained director(s) resigns, the Church will appoint a screened replacement director(s) and ensure they complete Kids Hope USA director training.
- *Volunteer Mentor Recruiting* – The Church recruits volunteer mentors from their own Church.
- *Volunteer Mentor Screening* - Volunteer screening, which includes an application, reference checks, interview, criminal background check, and pastoral review, must be completed for each mentor before they begin mentoring. Beyond the required standards and best practices outlined from Kids Hope USA, each program must adhere to the required policies of the Church, local school district and/or the policies of each county in which the Church's Partner School operates.
- *Volunteer Mentor Matching* – Each screened and trained mentor shall be matched with one – and only one – child whose parent(s) or legal guardian(s) have approved participation in the Kids Hope USA Program at the child's school.
- *Volunteer Mentor Supervising* – Each mentor must submit a progress report for every mentoring session, with both the school and the director receiving the report. The director must review progress reports at least weekly and follow up on any concerns promptly. The director should be one who regularly encourages and supports mentors.
- *Volunteer Prayer Partner Identification* – Because prayer is vital to the success of the mentoring relationship, a volunteer prayer partner shall be identified to pray for each mentor-student pair.
- *Child Participant Information & FERPA* – All identifying information about the children participating in the Kids Hope USA Program will be treated as and held confidential by Church staff and volunteers. The Church will limit access to information about each child participant to only those necessary to receive the information to carry out the terms of this Agreement. The Church will be responsible for determining with the director the proper place to secure files, whether they are digital or physical. The Church will maintain such information for 10 years after the termination of this Agreement or for the duration required by the applicable state law that governs this Agreement. Further, the Parties acknowledge that this obligation will survive the termination of the Agreement.
- *Volunteer Information* – All Kids Hope USA Church volunteer mentors and prayer partners shall be added to the mailing list of Kids Hope USA. Periodic communication to these volunteers from Kids Hope USA will affirm their participation in a growing national organization, invite their prayers and other engagement, and occasionally invite them to provide financial support to further expand the mission and work of Kids Hope USA. Kids Hope USA commits to maintaining the privacy of all volunteer information and will not share or sell any volunteer information with/to third parties.
- *Church Awareness and Resources* – The Church will provide regular communications to the congregation about the Kids Hope USA program and should provide an annual budget for program support that may include supplies, parties, and school/teacher support.



Annual Partnership Investment

The initial implementation and annual partnership investment are based on church size (average number of attendees). The Church pays an initial implementation fee and annual fee at the signing of this Agreement. These partnership investments are a fraction of the cost to launch and support a new program. After the first year, the Church is invoiced for the annual fee. The annual fee is effective for a three-year term beginning with the date of signing this Agreement, after the third year, the annual fee may be updated to align current Kids Hope USA annual partnership fees.

_____ average church attendance

Select the appropriate box based on church size

	CHURCH SIZE	IMPLEMENTATION FEE	ANNUAL FEE
<input type="checkbox"/>	Up to 500 attendees	\$500	\$500
<input type="checkbox"/>	Up to 1500 attendees	\$1000	\$1500
<input type="checkbox"/>	1500+ attendees	\$1500	\$3000

The Church will be invoiced for the Annual Partnership Fee within 30 days after the signing of this Agreement, thereafter, the Church will be invoiced annually within 30 days of the anniversary date of this Agreement. To help Kids Hope USA offset the program cost, we ask our church partners to prayerfully consider additional annual giving to Kids Hope USA.

Trademarks and Copyrights

It is important to maintain the quality and consistency of the Kids Hope USA Program as well as uphold the integrity of the materials and symbols that represent the standards of the Kids Hope USA Program. Kids Hope USA, therefore, grants to the Church a nonexclusive license to use the registered trademarks and trade names of Kids Hope USA and any copyrighted materials and electronic resources related to the Kids Hope USA Program for the duration of this Agreement. Each Kids Hope USA Program must be identified as Kids Hope USA by program name, logo, and brand and graphics guidelines. Church leadership agrees to adhere to the Kids Hope USA graphic and brand identity standards when using the Kids Hope USA name and/or logo treatments.

Any materials developed by the Church that bear any trademarks and/or trade names of Kids Hope USA must comply with Kids Hope USA graphic and brand identity standards before they may be used.

Upon termination of this Agreement for any reason, the Church will immediately discontinue all use of the Kids Hope USA and any other Kids Hope USA related trade name(s), trademarks, logos, symbols and any other materials. Further, the Church agrees not to use or create any trademarks, logos, symbols or other materials that are confusingly similar to the Kids Hope USA trade names or trademarks.



Term and Disaffiliation

Success of the Kids Hope USA Program requires a long-term commitment. The term of this Agreement will begin upon signing this Agreement and will continue until one of the following events occurs:

- Either Kids Hope USA or the Church dissolves.
- The Partner School designated in this Agreement refuses/ceases to participate in the Kids Hope USA Program and a new Partner School is not identified within 12 months.
- The Church breaches any terms of this Agreement.
- Either Party to this Agreement provides 30 days written notification to the other of its intent to withdraw from this Agreement.

Independence of Parties

It is important for Kids Hope USA and the Church to remain legally independent from one another. Both Parties to this Agreement do hereby state and affirm that the Affiliation created by this Agreement does NOT create an agency or legal partnership and further, that neither Kids Hope USA nor the Church will be bound by any action of the other not expressly authorized by the other.

The Church also acknowledges that Kids Hope USA does not have any legal responsibility for monitoring its relationship with the partner school and any activities that occur between the Church and the Partner School. The Church assumes legal responsibility for the relationship with the Partner School and any activities that occur between it and the Partner School.

Indemnification

The Church agrees to indemnify, defend, and hold harmless Kids Hope USA, its directors, officers, employees, and agents for any and all liabilities (including reasonable attorney fees and costs) arising out of or related to its breach of this Agreement.

Miscellaneous

Notices. All notices required by this Agreement will be in writing and shall be deemed to have been duly given if delivered personally, or mailed, first class mail, postage prepaid, return receipt requested. Further, notice shall be personally delivered or mailed to the addresses provided in the first paragraph of this Agreement, or to such other address as either Party shall have specified by notice in writing to the other Party. The Parties acknowledge that when notice has been received by a Party, it shall be deemed to be given on the date of personal delivery, or when deposited in the United States mail.

Entire Agreement. This Agreement, and any exhibits and schedules attached to this Agreement represent the complete agreement between the Parties as to the subject matter, and no term, condition, or agreement has been agreed to by the Parties except as set forth in this Agreement. This Agreement supersedes all contemporaneous and prior oral and written agreements, communications, representations, and understandings with respect to the subject matter of this Agreement.



Amendment. This Agreement (including this provision) cannot be amended, supplemented, altered, or otherwise modified, unless done so in writing signed by an authorized representative of each of the Parties.

Assignment. Neither Party will transfer or assign any rights or obligations under this Agreement without the written consent of the other Party. Any purported assignment or delegation of this Agreement, in whole or in part, without the prior written consent of the non-assigning Party shall be void and of no effect.

Counterparts and Electronic Signatures. This Agreement may be signed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement with the same effect as if the signature on each counterpart were on the same instrument. This Agreement may be delivered by electronic or facsimile signature in lieu of an original signature, and such electronic or facsimile signature shall be deemed to be an original signature.

Authority. The person executing the Agreement on behalf of the Church represents he or she has authority to legally bind the Church. Kids Hope USA is relying on this person's signature and having authority to legally bind the Church.

The Parties have executed the Agreement below and provided information that is considered part of the terms and conditions of the Agreement.



AFFILIATE AGREEMENT

CHURCH

Church Name _____
 Street Address _____
 City _____ State _____ Zip Code _____ County _____
 Mailing Address _____
 City _____ State _____ Zip Code _____ County _____
 Phone _____ Fax # _____
 Billing Contact (Name and Email) _____
 Church Website URL _____
 Average Church Attendance (please be specific) _____
 Denominational Affiliation (please be specific) _____
 Target # Volunteers (Mentors & Prayer Partners) _____

PASTOR

Pastor's Name _____
 Phone # _____ Pastor Email _____
 Pastor, KHUSA Program Supervisor Name (if different) _____
 Phone # _____ Supervising Pastor Email _____

SCHOOL

Partner School Name _____
 Street Address _____
 City _____ State _____ Zip Code _____ County _____
 Phone # _____ Fax # _____
 Principal's Name _____
 Principal Email _____
 School District _____

DIRECTOR

Director's Name _____
 Street Address _____
 City _____ State _____ Zip Code _____ County _____
 Phone # _____ Director Email _____
 Co-Director's Name (if applicable) _____
 Street Address _____
 City _____ State _____ Zip Code _____ County _____
 Phone # _____ Director Email _____
 Director Screening – In process Director Screening – Completed

Date of Agreement _____

The Parties agree to the terms and conditions of the Affiliate Agreement.

The Church

Kids Hope USA

By _____

By _____

Pastor's Signature

President's Signature

Date _____

Date _____

Printed Name _____

Printed Name: Karen Pearson, Ph.D.

Title _____

Title: President