# MEMORANDUM OF UNDERSTANDING (MOU)

# **Ignatian Volunteer Corps (IVC) and Partner Agency (PA)**

**SERVICE PROVIDED:** Placement of an IVC Volunteer at PA in City, State from **September 2021 to June 2022** 

### SCOPE OF SERVICE AND PARTNERSHIP:

## **IVC** will:

- 1. Contact the appropriate person at PA, provide the *Application: Request for IVC Volunteer* and *MOU*, and collect the completed application and signed MOU prior to volunteer placement.
- 2. Identify, screen, interview, and initiate placement of an IVC volunteer for PA.
  - a. Screening and interview to include reference checks and questions about past criminal convictions.
  - b. IVC requires criminal background checks for all volunteers working with vulnerable populations (i.e. children, those who are elderly or those who are physically or mentally incapacitated, etc.) If the PA does not provide a criminal background check, IVC will provide the criminal background check and share the results with the PA.
- 3. Notify the IVC volunteer whom to contact for an in-person interview at the PA's service site.
- 4. Contact the PA about the IVC volunteer's decision and obtain job description.
- 5. Provide the spiritual components of the IVC program and support to the volunteer.
- 6. Annually discuss and reevaluate the MOU and service work with the PA.
  - a. In the event IVC, in consultation with the PA and the volunteer, concludes that the assignment does not appear to be a good fit, withdraw the volunteer from service at PA, and if possible, identify candidates to re-fill the position, while also looking for an alternate placement site that is a better fit for the volunteer.
- 7. Do an exit interview with the volunteer at the end of his/her term of service to provide feedback to the PA.

### The PA will:

- 1. Complete the Application: Request for IVC Volunteer, sign MOU, and return it to the IVC Director.
- 2. Write and provide a job description to IVC for the position the volunteer is being requested to fill.
- 3. Interview with interested IVC volunteer and discuss service/skills needed and what procedures (e.g. special training, background check) are required pre-service.
  - a. PA has the opportunity to screen the IVC volunteer and assumes responsibility for conducting any background checks that may be required for this placement and does not rely on any background checks that IVC may have conducted. The PA knowingly has selected and agreed to provide placement to the IVC volunteer on the basis of its own review.
- 4. Review its budgetary resources to secure payment of Partnership Fee
- 5. Assign a supervisor for the IVC volunteer
- 6. Acknowledge the IVC volunteer is not an employee or agent of the PA or IVC.
- 7. Ensure that the IVC Volunteer has received training, either in-house or from a third party provider, including sexual abuse and molestation awareness and prevention training in cases where volunteer is to be placed at schools, education facilities or other locations that provide custodial care of vulnerable populations.

- 8. Cover the IVC volunteer under its liability insurance plan. PA will add IVC and the volunteer as additional insureds on a primary/non-contributory basis to the PA's General Liability and Umbrella liability policies and if applicable, its Sexual Abuse and Molestation coverage and Auto policy. PA and IVC agree to waive their subrogation rights against each other and the volunteer. PA will provide evidence of the insurance required by this section to IVC upon request. PA will provide IVC with 30 days' notice of cancellation or non-renewal of such insurance, except for non-payment of premium (10 days). This section shall survive termination of this MOU.
  - a. It is the PA's responsibility to determine if their insurance coverage may make such coverage primary in the event of the IVC volunteer's accident or injury incurred during the performance of service to the PA. If the IVC volunteer requires medical attention for an injury incurred while performing services for the PA, the PA will not require the volunteer to seek medical attention if the volunteer states in writing that they do not wish to do so. If the IVC volunteer seeks medical attention, it is not to be described as a workplace injury as the volunteer is providing services as a volunteer. If the IVC volunteer requires medical attention for an injury incurred in an automobile accident while performing services for the PA in a PA owned vehicle or a vehicle operated on behalf of the PA, the volunteer may file a claim with the owner's auto insurance carrier.
- 9. PA and IVC agree to hold each other and the IVC volunteer, IVC respected agents, employees, officers and directors harmless against any and all claims, suits, demands, liabilities, obligations, damages, costs and expenses (including attorney fees) fines, taxes, penalties and claims of any kind related to (A) IVC volunteer's participation in PA's operations, (B) PA's performance of its obligations under this agreement, or (C) any alleged or actual negligent or willful acts or omissions of IVC volunteer, except for claims related to volunteer's gross negligence or willful misconduct.
- 10. If requested, complete and return a year-end evaluation for each volunteer at the PA
- 11. Request that the IVC volunteer be terminated if the PA feels it is in the best interest of the PA or the volunteer.
- 12. Respectfully refrain from engaging the IVC volunteer for service outside of the IVC partnership.

## The Ignatian Volunteer will:

- **A.** Provide the services as described in the job description. If either job description or hours contracted is significantly changed, the PA site will inform the IVC Director.
- **B.** Work the equivalent of one or two day(s) per week in an arrangement agreeable to both the PA and the volunteer, for a term of September through June unless otherwise negotiated.
- **C.** Decline service with PA outside of this IVC partnership.

## **PARTNERSHIP FEE:**

The PA will provide IVC with \$1,800 to support a one-day IVC service corps member and/or \$3,500 to support a two-day IVC service corps member. This fee supports IVC for its work in recruiting, interviewing, and spiritual and community support to the IVC service corps. Invoices will be mailed prior to the service year with a due date of August 31 for all placed volunteers. For those placed later in the program year, the invoice will be mailed 30 days after the volunteer is placed.

PA - Signature	Date	Ignatian Volunteer Corps	Date