

**Palm Beach Community College
Service-Learning Center**

Memorandum of Understanding

Between

Palm Beach Community College Board of Trustees

Contact Person: Richard A. Becker, Vice President of Administration &
Business Services
Phone: (561) 868-3137
Mailing Address: Palm Beach Community College
4200 Congress Avenue MS#24
Lake Worth, FL 33461

And

Volunteer Service Site: _____
Site Contact Person: _____
Phone: _____
Mailing Address: _____

This memorandum identifies the rights and responsibilities of the Palm Beach Community College Service-Learning Center, herein called PBCC, and the community service agency that intends to utilize PBCC student volunteers, herein called the Volunteer Service Site.

1. The Volunteer Service Site Shall

- Work with PBCC in the development and monitoring of volunteers' assignments.
- Interview student volunteers before placement. These can be group or telephone interviews.
- Help students keep a record of their volunteer hours to be reported to PBCC.
- Provide on-the-job training, direction, and supervision to all volunteers working with the Volunteer Service Site.
- Confer regularly with PBCC to assess the program and placement process.
- Designate a coordinator to serve as liaison with PBCC.
- Undertake reasonable measures to ensure the safety of the working environment for volunteers, including, but not limited to, restricting student volunteer work assignments at the site to daylight hours.
- Provide all student volunteers the same protection against liability arising in connection with their assignments and associated projects as is provided to the Volunteer Service Site's full-time employees. Such protection includes, but is not limited to, coverage for student volunteers under the Volunteer Service Site's comprehensive general liability insurance policies.
- Maintain at all times volunteer worker's specified hazard insurance, with limits equivalent to Florida's statutory worker's compensation insurance limits.

2. PBCC Shall

- Recruit and enroll volunteers to be placed at volunteer service sites and projects
- Assist the Volunteer Service Site on an as needed basis in the development of volunteer placement, orientation, training, and other project related activities.
- Refer volunteers to the Volunteer Service Site for placement upon the Volunteer Service Site's review and approval, and upon the student volunteer's acceptance of the volunteer opportunity.
- Periodically monitor project activities at the Volunteer Service Site to assess and/or discuss the needs of volunteers at the project.
- Provide recruiting opportunities, orientations, and trainings to Volunteer Service Site supervisors (on an as needed basis).
- Facilitate and review volunteer placements and verifications.

3. Other

- **Independent Contractors:** It is understood and agreed that PBCC and the Volunteer Service Site are independent contractors with one another. Neither PBCC nor the Volunteer Service Site shall have supervision or control over the other's employees in the performance of their employment responsibilities. PBCC shall have no supervision or control over student volunteers in the performance of their responsibilities for the Volunteer Service Site. Student volunteers placed with the Volunteer Service Site shall be under the sole and exclusive control and direction of the Volunteer Service Site while performing their volunteer responsibilities, and in no way shall they be deemed to be employees or agents of PBCC.
- **Compensation:** PBCC and the Volunteer Service Site offer no financial compensation to each other or to student volunteers. Student volunteers remain liable for all tuition and fees for any courses in which they register. PBCC assumes no responsibility for any accidents, injuries, or damages that may occur during the volunteer experience.
- **Separation from Volunteer Service:** The Volunteer site may request the removal of a volunteer at any time. PBCC may recall volunteers at any time. A volunteer may resign from service. Terms of removal from service must be stated in writing.
- **Displacement of Employees:** PBCC will not approve volunteers to any placement that would displace employed workers or impair contracts for services.
- **Prohibition of Discrimination:** PBCC and the Volunteer Site will actively comply with the provisions of Title VI of the Civil Rights Act of 1964.
- **Amendments:** This Memorandum of Understanding may be amended at any time in writing by concurrence of both parties.
- **Assignment:** This Memorandum of Understanding cannot be assigned by any party.
- **Notices:** All notices to be given under this Memorandum of Understanding shall be delivered in person or sent by first-class mail to the contact persons and addresses identified above.
- **Choice of Laws and Venue:** This Memorandum of Understanding and any disputes hereunder shall be construed in accordance with the laws of the State of Florida, notwithstanding that State's choice of law provisions, and enforced in the courts of the State of Florida. The parties hereby agree that venue will be in Palm Beach County, Florida.
- **Integration and Separability Clause:** This Memorandum of Understanding sets forth the entire agreement of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the subject matter. Any provisions of this Memorandum of Understanding that are contrary to, prohibited by, or invalid under applicable laws or regulations shall be deemed to be omitted from this document and shall not invalidate the remaining provisions.

4. Term and Termination

- This Agreement shall be for one year from the date the last Party signs. It may be terminated by either party for any reason upon prior written notice.

Signatures:

Palm Beach Community College

Richard A. Becker, Vice President of Administration & Business Services

Date

Volunteer Service Site (Name of Site):

Name, Title

Date