



**IMMIGRANT  
CONNECTION**  
Ensuring greater access to high-quality, low-cost immigration legal services  
throughout the United States

301 E Linden Ave  
Logansport, IN 46947  
PO Box 7078  
Fishers, IN 46038  
317-210-3173  
info@icwelcome.org  
www.icwelcome.org

## IMMIGRANT CONNECTION LEGAL NETWORK MOU

Immigrant Connection (IC) has existed since 2014. Since this time, the individual Local Immigrant Connection Sites, which make up the Immigrant Connection Legal Network, have expanded in size, services, and number of local offices. As Immigrant Connection National strives to provide excellent support to Local IC Sites as they build strong, sustainable programs, it is important that minimal standards be in place.

This Memorandum of Understanding (“MOU”) is entered into between Immigrant Connection National (IC National) and \_\_\_\_\_ (Host Church) with regard to practicing immigration law as a Local Immigrant Connection Site (Local IC Site).

It is understood that this is not a binding contract but a memorandum broadly stating basic understandings between **IC National** and the **Local IC Site** regarding the elements contained herein. Nothing in this MOU will in any way infringe upon or limit the authority of the other or its responsibilities.

IC National, the technical legal provider, and case management provider are available to support each Local IC Site to work toward standardization. Each Local IC Site should have written procedures documenting how the immigration legal services (ILS) program is managed. Such written procedures will increase clarity and efficiency, as well as provide for a smooth transition upon change of church/leadership and/or ILS staff.

### **Mission**

The mission of IC National is to ensure greater access to high-quality, low-cost, immigration legal services across the United States. Specifically, IC National supports the IC Legal Network, which are locally or regionally managed and operated, in an effort to ensure that the Local IC Sites operate with a high-quality of service and are sustainable.

### **Parties**

IC National began in 2014, when a diverse group of Wesleyan leaders and pastors gathered to discuss ways to build relationships with and serve immigrants and refugees in their communities around the United States. Rather than wait for much needed immigration reform, it was decided to launch a grassroots network to establish Department of Justice (DOJ) recognized immigration legal services offices hosted in local churches in order to provide low-cost legal services to immigrants and refugees in

communities across the country. In 2020, the General Board of The Wesleyan Church approved Immigrant Connection becoming a subsidiary with its own board and 501(c)(3) status.

The **Local IC Site** is located at \_\_\_\_\_ (address) and is a part of \_\_\_\_\_ (name of denomination/non-profit organization) within its application to the Department of Justice utilized the 501(c)(3) status of \_\_\_\_\_ (local nonprofit or group exemption name) and the governance guidance contained within \_\_\_\_\_ (name of relevant bylaws or Book of Discipline). The names of the board chair, host pastor or organizational leader, site director, DOJ legal representative(s), and denominational, district, or regional leader are all listed at the end of this document.

### **Relationship Between the Parties**

IC National and church-based Local IC Sites, along with all other Local IC Sites, serve as partners within the IC Legal Network to carry out their respective missions.

IC National does not supervise or control Local IC Sites or provide legal services to immigrants who are served by Local IC Sites. However, IC National monitors Local IC Sites' compliance with the responsibilities within this MOU and the IC Legal Network Policies & Procedures Manual to ensure that each Local IC Site continues to remain a partner in the IC Legal Network.

IC National ensures Local IC Sites' compliance and accountability with the MOU and policies through on-site visits, check-in calls, report evaluations, and other suitable measures.

### **The Purpose**

This MOU is guided by the Parties' common goals to deliver high-quality immigration legal services (ILS). The goal of IC National is not to launch as many ILS Sites as possible, but rather to launch and support healthy and sustainable ILS Sites with a growing capacity to provide exceptional and proficient legal services to an increasing number of immigrants. While IC National has a system and process to prepare a successful application to the DOJ for sites to receive recognition, achieving growth in capacity in Local IC Sites requires expanding the number of DOJ legal representatives at each Local IC Site as well as deepening each DOJ legal representative's understanding and proficiency in both immigration law and office management.

### **The Scope**

The scope of this MOU is limited to the following:

1. Outline required standards for Local IC Sites to use the Immigrant Connection name as well as Immigrant Connection templates, courses, curriculum, and resources.
2. Outline required standards for Local IC Sites to have coverage under the Immigrant Connection insurance policy.

3. Create contextualized expectations for Local IC Sites to flourish as immigration legal services providers.

### **Terms and Renewal**

This MOU shall become effective upon acceptance by the following individuals:

1. Host Church Board Leader (for example, board co-chair or other relevant leader in the governing body),
2. Host Church Pastor (or local organizational leader),
3. Site Director (Local IC Site's leader of day-to-day operations of the ILS program),
4. DOJ Legal Representative(s) (Local IC Site's legal representative(s) handling immigration cases),
5. National or Regional Leader (for example, District/Regional Superintendent or equivalent organizational leader), and
6. IC National Executive Director.

This MOU shall be valid from the date of signatures by both Parties. When any of the above signatories change, a new MOU needs to be signed within 90 days so that all relevant parties are aware of this MOU.

Either Party is free to withdraw from the terms of this MOU with 60 days' notice in writing to the other Party, or with the consent of both Parties, to amend this MOU. If the MOU is amended by IC National, the new MOU will be signed by all current Local IC Sites to maintain consistency throughout the IC Legal Network.

### **Assignments and Responsibilities of the Parties**

#### **Immigrant Connection National**

##### *Immigrant Connection National Network and Brand*

- IC National grants the use of the Immigrant Connection name. "Immigrant Connection" is trademarked and can only be used with the consent of IC National.
- IC National connects Local IC Sites to one of the largest and fastest-growing church-based immigration legal services network, which is a nationally recognized network.
- IC National obtains and maintains policies of legal liability insurance with respect to the Local IC Site and provides evidence of such coverage upon Local IC Site's request.
- IC National provides access to the IC National Team and various Local IC Site Directors to answer questions related to site and program management (as well as other issues related to advocacy, case management, etc.).
- IC National provides consultative support to Local IC Site board of directors, including, but not limited to: providing an IC National staff person to attend board meetings in person or telephonically with voice but no vote if requested

and/or deemed necessary by IC National; sharing best practices for board governance, financial and personnel matters; and providing consultative advice on strategic development and growth.

- IC National provides access to Immigrant Connection's various Welcome Programs (Citizenship Classes, Family Resource Nights, Conversational English, At the Table toolkits).

#### *Grant Funds*

- IC National provides access to initial launch start-up grants to the Local IC Site upon approval by IC National of the Local IC Site as a member of the IC Legal Network.
- IC National provides access to apply for capacity building grant funds.
- IC National provides access to apply for grants to attend the Annual Conference.
- IC National partners with Local IC Sites for potential funding opportunities (both local and national).
- IC National connects Local IC Sites as sub-grantees in corporate partnerships (e.g., TIP Program, Amazon).

#### *Launch Pathway*

- IC National provides assessment, consultation, and coaching to potential Local IC Sites and potential DOJ Legal Representatives.
- IC National provides access to online resources for application preparation and site launch preparation.
- IC National provides access to online and in-person training courses.
- IC National navigates the requirements of the initial DOJ R&A Program application.

#### *Sustainability Pathway*

- IC National coordinates and facilitates regular IC Legal Network Monthly Calls.
- IC National creates and provides access to numerous templates, documents, checklists, forms, and other resources for case management and office management.
- IC National negotiates discounted pricing for technical legal support.
- IC National provides discounted pricing for case management software.
- IC National provides access to Local IC Site coaching (online and/or on-site).
- IC National provides access to web-based systems to improve program efficiency.

## Host Church/Local IC Site

### *Pre-launch*

- Host churches are required to commit to being active Church Partners. Active Church Partners commit to:
  - (1) Supporting the mission and vision of IC, and
  - (2) Learning and growth as welcoming churches.
- Host churches invest a minimum of \$5,000 into their initial preparation and launch of their new Local IC Site.
- In order to join the IC Legal Network, the following steps must be completed:
  - Attended Virtual Open House
  - Discussed Devotional: At the Table
  - Approved site application for IC Partnership,
  - Completed local leadership team call,
  - Signed Launch Pathway Agreement and IC Legal Network MOU, and
  - Completed Launch Pathway Investment.

### *Department of Justice Recognition & Accreditation (DOJ R&A)*

- Each Local IC Site must maintain recognition through the Department of Justice.
- Each Local IC Site must maintain two active, DOJ Legal Representatives on the DOJ R&A Roster. To be considered an active, accredited legal representative in good standing, the representative must be committed to a minimum of 16 hours per week focused on the Local IC Site, complete at minimum four webinars per year for on-going training and attend the IC Conference annually.

### *Program Requirements*

- Each Local IC Site must utilize both identified and partnering technical legal support provider (CLINIC) and case management software provider (elmmigration).
- Each Local IC Site must establish an annual budget and raise necessary funds to meet its budgeted expenses. This annual budget does not need to be approved by IC National, but a copy should be submitted to IC National after approval by the Local IC Site's governing board.
- Local IC Sites must adhere to program management guidelines including, but not limited to, providing a private office for DOJ accredited legal representatives to work, conduct client meetings, and securely store files.
- Legal ethics rules must be known and adhered to by all legal staff. Legal services in the forms of full and limited scope representation, pro se

assistance, pro bono referral, and community and group presentations are pursued pursuant to agency policy and in keeping with other professional rules and procedures outlined by relevant state bars, the American Bar Association, and the Executive Office of Immigration Review.

#### *Immigration Legal Services Requirements*

- Each Local IC Site must serve a minimum of 100 individuals annually (ie: 100 consultations) by the end of year 3. (Year 1 begins upon approval of the DOJ R&A application).
- Each Local IC Site must provide high quality services to its clients as outlined in the IC Legal Network Policies & Procedures Manual..
- Local IC Sites must not hold any intakes and consultations or provide any legal advice without the participation of a DOJ Legal Representative.

#### *Reporting*

- Each Local IC Site must provide relevant data through regularly scheduled reporting (this is automatically set up through IC Legal Network's case management software provider, and no confidential data will be shared with IC National).

#### **Local IC Site Suspension or Termination**

If a Local IC Site violates any material provision of this MOU, IC National may require suspension of new legal services at the Local IC Site or terminate the Local IC Site as a member of the IC Legal Network and the rights afforded to Local IC Site, including the Local IC Site's status as a member of the IC Legal Network.

IC National staff will notify a site in writing of suspension and effective date. During suspension, a site will not hold consultations or accept clients. The length of a site's suspension will depend on factors such as how quickly it resolves the issues leading to its suspension. A suspension will last a minimum of three months (one quarter). There is no maximum time a site may be suspended, and IC National and the Local IC Site will work together to determine a timeline for resuming casework or for terminating the Local IC Site.

A Local IC Site may terminate this MOU and resign as a member of the IC Legal Network if it is unwilling or unable to comply with this MOU, it does not have adequate funds or leadership to continue as a member of the IC Legal Network, for any other reason, or for no reason. Upon resignation or termination of the Local IC Site as a member of the IC Legal Network, a Local IC Site may not continue to use the words "Immigrant Connection," "IC," "IC Legal Network," or any words substantially similar to any of the foregoing, as a part of any of the Local IC Site's promotional activities (e.g., letterhead, business cards, clinic brochures and signs, website, etc.), and it will no

longer be entitled to receive any of the support or resources IC National provides to the IC Legal Network. If a Local IC Site wishes to resign from the IC Legal Network, it must give 60 days written notice.

### **Additional Provisions**

Disclaimer. All of the above-described obligations of IC National to Local IC Sites are subject to IC National's continued availability of adequate resources (financial and other) and may, at IC National's sole discretion, be increased, decreased, discontinued or otherwise modified by IC National.

No Warranties or Guarantees. IC National makes no warranty or guarantee of any kind regarding the quality or quantity of the support and resources it provides to Local IC Site pursuant to this MOU (including, but not limited to, the amounts and scope of insurance coverages provided for the benefit of the Local IC Site under the policies described above, as well as any written materials, templates, handbooks, or other documents that Immigrant Connection National provides to a Local IC Site under this MOU). Each Local IC Site understands and agrees that it is solely responsible for ensuring that its operations and the services it provides to its clients are adequate and that the Local IC Site is compliant with all applicable laws.

Disputes. The parties agree to attempt to resolve all disputes through mutual negotiations and compromise, but if such efforts are unsuccessful, the parties agree to submit the dispute to binding arbitration before a panel of 3 arbitrators (1 selected by each party and the third selected by the first 2 arbitrators) who shall determine the rules and location of the arbitration proceedings. The parties agree to equally share the cost of arbitration.

No Employment Relationship. Nothing in this MOU shall constitute a legal partnership or employer-employee relationship between IC National and the Local IC Site.

Execution and Delivery. This MOU may be executed by the parties in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement. Delivery of an executed signature page of this MOU by electronic mail in portable document format (PDF) will be effective as delivery of a manually executed signature page of this MOU.

Amendments. Changes to this MOU will only be effective if mutually agreed to in writing and signed by an authorized representative of each party.

**Signatories**

The below signatories have read the terms and conditions as set forth above and agree to comply with all information contained herein.

**Local IC Site Name:** \_\_\_\_\_

**Host Church Board Leader Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**Host Church Pastor or Organization Executive Director Name:**

\_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**Site Director Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**DOJ Legal Representative Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**DOJ Legal Representative Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**District/Regional/National Leader Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**IC National Executive Director Name:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_