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Planned Parenthood of Greater New York

Memorandum of Understanding
Between
Planned Parenthood of Greater New York, Inc.
And
Schenectady County Community College

This Memorandum of Understanding ("MOU"), made May 17, 2021, establishes a cooperative working agreement between Planned Parenthood of Greater New York, Inc. ("PPGNY") with executive offices at 26 Bleecker Street, New York, NY 10012, and Schenectady County Community College ("SCCC" or "Partner") located at 78 Washington Avenue, Schenectady, NY 12305, United States.

I. MISSION

PPGNY is a leading provider of sexual and reproductive health services and information, a fierce advocate, and a committed partner to advance equity and improve health outcomes for all. Victim Advocacy Services of Planned Parenthood of Greater New York ("VAS") is a non-profit, community based organization dedicated to the elimination of sexual violence in all its forms. VAS provides free and confidential services to survivors of sexual assault as well as friends and family members who have been impacted by the assault. Services include (a) 24-hour crisis hotline, (b) counseling services, (c) accurate information about medical treatment and law enforcement reporting options, (d) medical and legal accompaniments/advocacy, (e) community education and (f) training for professionals. VAS provides empowerment-based, trauma informed services that focus on healing, support, and justice for survivors of sexual violence.

Schenectady County Community College is part of the State University of New York (SUNY) system. It was established in 1967 in the heart of the New York state Capital District. The main campus is located in downtown Schenectady, SCCC emphasizes high quality academic programs, broad access for students and responsiveness to the needs of the community. The College offers a wide range of transfer degrees, career degrees and certificate programs

In the spirit of friendship and with mutual interest in cooperation, the Parties enter into this MOU to SCCC and VAS will collaborate to provide programs that prevent sexual violence on campus. VAS will conduct on-campus educational programs for SCCC students and provide professional training for staff and faculty. This MOU builds on established relationship and collaborative efforts to provide services to survivors / victims and training to additional school officials..

II. PURPOSE AND SCOPE

SCC and VAS share the goals of (1) preventing sexual assault on SCCC's campus and in the community, and (2) responding appropriately to students and employees who have been victimized. The MOU formalizes the commitment of the parties to work together to provide trauma-informed services to student and employee victims and survivors of sexual assault and to improve the overall response to sexual and interpersonal violence at Schenectady Community College.

Each Party is responsible for its own expenses related to this MOU. There will not be an exchange of funds between the Parties for tasks or deliverables associated with this MOU. All activities shall be subject

to the availability of funds and the approval of each Party's authorized representatives.

III. RESPONSIBILITIES

Each Party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

For PPGNY:

Janine Pustolka
1040 State St, Schenectady NY 12307
janine.pustolka@ppgreaterny.org

For Partner:

Steady H. Moono, ED.D.
78 Washington Ave. Schenectady NY 12305
moonosh@sunysccc.edu

The organizations agree to the following tasks for this MOU:

PPGNY Tasks:

Coordination. VAS agrees to coordinate with SCCC in order to provide victim services and prevention programming and trainings by:

- appointing a qualified Coordinator of Services to focus on making services accessible to and appropriate for students and employees referred by SCCC;
- meeting regularly with SCCC's Title IX Coordinator or designee to share information about (1) victims' needs, (2) trends in sexual assault services provided, (3) additional services needed by the students or employees, and (4) the effectiveness of SCCC's sexual assault prevention and response program;
- participating in SCCC's sexual assault response team or other coordinated team efforts;
- informing students or employees about resources, including intervention, mental health counseling, medical services, sexual assault forensic examinations, and resources available through the VAS, SCCC, the New York State Office of Victim Services, and/or other applicable entities;
- offering to assist students and employees with filing a complaint or report; and
- using appropriate trauma-informed methods to assess the effectiveness of the services provided to students and employees.

Activities. VAS shall conduct the following activities for SCCC:

- Provide information to victims about available resources including but not limited to advocacy, counseling, medical services, information about STIs, HIV, emergency contraception, sexual assault forensic examinations and OVS resources;
- Provide 24-hour access to crisis intervention services, accompaniment of victims to medical facilities for sexual assault forensic examinations, in-person and telephone crisis counseling, advocacy on behalf of the victims, counseling, support groups and referrals to other needed services;
- Provide information about methods to anonymously disclose an incident including information on relevant confidential hotlines provided by NYS agencies and not-for-profit entities;
- Accompany, assist and advise victims throughout the judicial or conduct process including during all meetings and hearings related to the process;
- Undertake training or awareness efforts to combat dating violence, stalking and/or sexual assault in a general way that does not identify those who disclose or the information that was disclosed;
- Assist SCCC in accessing sexual assault forensic examinations conducted by a sexual assault forensic examiner in a local hospital emergency room;
- Assist with required campus climate assessments;
- Deliver, or assist in the delivery of, a comprehensive student onboarding and ongoing education campaign to educate members of the SCCC community about dating violence, stalking and sexual assault;
- Assist SCCC with providing education to all new first-year and transfer students on a range of relevant topics, using a method and manner appropriate to the culture of SCCC;
- Assist SCCC to develop and implement multiple methods to educate students about violence prevention and share information on dating violence, stalking and sexual assault with parents of enrolling students;
- Assist SCCC with providing to all students general and

specific training in dating violence, stalking and sexual assault prevention; - Assist SCCC with providing training to such groups as international students, students who are also employees, leaders and officers of registered or recognized student organizations, and online and distance education students.

- Assist SCCC with providing training to groups identified by SCCC as high-risk populations;
- Assist SCCC with providing education to student-athletes and student organization leaders regarding dating violence, stalking and sexual assault; and
- Other activities agreed upon by SCCC and VAS.

Partner Tasks:

Coordination. SCCC agrees to coordinate with VAS in order to provide victim services and prevention programming and trainings by:

- identifying a central point of contact for VAS staff to facilitate referrals for confidential services;
- providing training to VAS staff about: (1) on-campus resources that are available to student and employee victims of sexual assault; and (2) the federal and state requirements for SCCC;
- informing VAS about SCCC's reporting obligations and identifying those SCCC employees with whom students can speak confidentially (and any exceptions to that confidentiality);
- informing VAS about SCCC's prohibition on retaliation, how allegations of retaliation can be reported, and what protections are available for students who experience retaliation;
- ensuring availability of the Title IX Coordinator or designee to meet regularly with VAS; and
- collaborating with VAS to create and administer prevention programming.

Services and Information. SCCC will provide employees and students with the following services and information:

- print and/or online materials that explain the elements of the Bill of Rights pursuant to Education Law 6443 as well as (1) what reporting options are available, including internal and external confidential resources (2) how to file a complaint with SCCC, (3) how to report a crime to campus or local law enforcement, and amnesty from drug and alcohol use charges for victims and bystanders pursuant to Education Law 6442; and
- Pursuant to Education Law 6444, a Title IX coordinator or other appropriate official trained in interviewing victims of sexual assault upon the first instance of disclosure by a reporting individual will provide the student or employee with information regarding (1) the student's or employee's right to file a report with the Title IX coordinator or appropriate official, (2) the importance of preserving evidence; (3) whether the official may keep the student's or employee's contact and statements confidential; and (4) the criminal justice system's heightened standards of proof and dissimilar process and direct the student or employee to address any questions regarding the penal law to law enforcement or the district attorney.

PPGNY and Partner Obligations:

Confidentiality: Student/employee contact with, participation in, or utilization of any of VAS' confidential resources will remain confidential and will not be shared with SCCC UNLESS:

- the student or employee wishes for such information to be shared with SCCC and a release is signed; or
- state or federal laws require that such information be shared with SCCC.

IV. TERMS OF UNDERSTANDING

The term of this MOU is for a period of one (1) year from the effective date of this agreement and may be extended upon written mutual agreement. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

Either Party may terminate this MOU upon thirty (30) days written notice without penalties or liabilities. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use.

Each Party is separate and independent and this MOU shall not be deemed to create a relationship of

agency, employment, or corporate partnership between or among them. Each party understands and agrees that the agents or employees of each respective party are not employees or agents of the other.

This MOU in no way restricts the PPGNY or the Partner from participating in contracts or arrangements with other public or private agencies or organizations.

The undersigned agree to the obligations and terms as stated above.

Planned Parenthood of Greater New York, Inc.

Schenectady County Community College

Signature DocuSigned by:
Merle McGee
(Signature)
F03DF3D79D06439...

Signature DocuSigned by:
Dr. Steady H. Moono
(Signature)
F738C10DD855497...

Name Merle McGee
(Printed Name)

Name Dr. Steady H. Moono
(Printed Name)

Title Chief Equity and Engagement Officer

Title President

Date 06/08/2021

Date 06/08/2021