

MEMORANDUM OF UNDERSTANDING

BETWEEN

Sexual Assault & Crime Victims Services of Planned Parenthood Mohawk Hudson and Schenectady County Community College

This Memorandum of Understanding (MOU) is entered into by Sexual Assault & Crime Victims Services of Planned Parenthood Mohawk Hudson (SA&CVS) and Schenectady County Community College (SCCC). The MOU formalizes the commitment of the parties to work together to (a) provide trauma-informed services to student and employee survivors of sexual assault and other violence, (b) improve the overall response to sexual assault and violence at Schenectady County Community College, and (c) develop/implement programming that reduces such violence.

I. Description of the Partner Agencies

Sexual Assault & Crime Victims Services of Planned Parenthood Mohawk Hudson is a non-profit, community based organization dedicated to the elimination of sexual violence in all its forms. SA&CVS 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. SA&CVS provides empowerment-based 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 degree, career degree and certificate programs.

II. History of Previous Collaboration

Sexual Assault & Crime Victims Services of Planned Parenthood Mohawk Hudson and Schenectady County Community College have collaborated in the past on various sexual assault and violence prevention activities for SCCC students. This MOU builds on the previous collaboration to provide services, education, and training to the larger SCCC community.

III. The Role of Sexual Assault & Crime Victims Services of Planned Parenthood Mohawk Hudson

Sexual Assault & Crime Victims Services of Planned Parenthood Mohawk Hudson agrees to:

1. Provide services that are appropriate and accessible for students and employees referred by SCCC.
2. Provide 24-hour sexual violence crisis hotline services available to students and employees of SCCC.

3. Provide confidential crisis intervention, counseling, information and referral, as well as accompaniment to medical and legal services as requested by students and employees.
4. Provide students and employees of SCCC with information about how to file a complaint with SCCC's Title IX Coordinator and how to report a crime to campus and local law enforcement.
5. Provide assistance to students and employees in the filing of a complaint or report, as appropriate.
6. Provide SCCC assistance in identifying patterns or systemic problems related to sexual violence.
7. Conduct surveys and/or use other methods to assess the effectiveness of the services provided to SCCC students and employees.
8. Meet regularly with individuals from SCCC's Student Affairs Division and the College's Title IX Coordinator or designee to share information about: (a) the needs of survivors, (b) trends in sexual assault and violence services provided, (c) additional services that are needed by students and employees, and (d) the effectiveness of the College's sexual assault and violence prevention and response program.
9. Provide training to the SCCC community, including but not limited to: Wellness and Support Services constituents, officials involved in student conduct proceedings, general Student Affairs staff, as well as Campus Safety personnel. A sample of the topics to be addressed are: (a) incidence and prevalence of sexual violence, (b) myths about sexual violence, (c) the physical and emotional effects of sexual assault on survivors, and (d) appropriate methods for interviewing and communicating with survivors.
10. Work in partnership with SCCC to develop and implement prevention programming and training for the SCCC community.

IV. The Role of Schenectady County Community College

Schenectady County Community College agrees to:

1. Identify a point of contact for SA&CVS staff to facilitate referrals for confidential services.
2. Provide training to SA&CVS staff about: (a) on-campus resources that are available to student and employee survivors of sexual assault and violence, (b) the federal and state requirements for colleges in responding to sexual violence and harassment, (c) reporting procedures for survivors who wish to file a report with Campus Safety and Security and/or a complaint with College officials, (d) the Student Code of Conduct and disciplinary process, (e) and the accommodations that can be provided to survivors of sexual assault and violence.
3. Provide printed and online materials about reporting options for students and employees, including information about how to file a complaint with the SCCC's Title IX Coordinator, local law enforcement and/or SCCC's Office of Campus Safety.

4. Inform the SA&CVS about the reporting obligations of College employees and identify those College employees with whom students can speak confidentially, including any exceptions to that confidentiality.
5. Inform the SA&CVS about SCCC's prohibitions on retaliation, how allegations of retaliation can be reported, and what protections are available for those who experience retaliation.
6. Ensure availability of the Title IX Coordinator or designee to meet regularly with personnel from SA&CVS.
7. Collaborate with SA&CVS through SCCC's Division of Student Affairs to develop and implement sexual violence prevention programming approaches and associated activities.

V. Confidentiality

Sexual Assault & Crime Victim Services of Planned Parenthood Mohawk Hudson and Schenectady County Community College affirm the importance of providing students and employees with options for confidential services and support.

While SA&CVS and SCCC will share information to further mutual goals and abide by mandates, all such information will be provided after personally identifying information is removed. When a member of the SCCC community would like his or her personal information shared between the partnering agency/institution in this MOU, informed consent for release of the information will be obtained. Such release of information will be in print, provide enough information so as to give the individual the ability to make informed consent, and will be reasonably time-limited.

Schenectady County Community College and Sexual Assault & Crime Victims Services will only disclose information to each other in the following situations:

1. If the student or employee wants SCCC to share his or her information with SA&CVS and has signed a release of information.
2. If the student or employee wants SA&CVS to share the information with SCCC's Title IX Coordinator, Campus Safety and Security, or another SCCC employee and has signed a release of information.
3. If the federal or state law requires disclosure because there is an imminent risk of harm to self or others, SCCC's Title IX Coordinator will determine: (a) who will be notified, (b) what form the notification will take, (c) what information will be provided to the survivor regarding this disclosure, and (d) what steps will be taken to protect the survivor from the imminent risk.

VI. General Provisions

1. The terms of this Agreement shall commence upon execution by the parties, and shall continue until it is terminated by mutual agreement or by either party. Either party may terminate the agreement by providing 30 days' notification in writing to the other party

without necessity of demonstrating cause; provided, however, that either may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety reasons or to comply with applicable law.

2. This MOU constitutes the entire agreement between parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or communications, whether written or oral. This MOU may be modified only in writing, signed by both parties. The parties will endeavor to examine this MOU annually in order to ensure compliance with any changes in applicable laws, regulations, policies, or procedures.
3. Relationship of the Parties (SA&CVS and SCCC). Nothing in this MOU or otherwise shall be deemed to constitute the parties as legal partners, principal and agent, joint employers and/or joint ventures. Rather, the relationship of the parties is that of independent contractors, and neither of the parties shall have, or hold itself out as having, the power or authority to bind or create liability for any other party by its negligent or intentional acts or omissions.
4. Any notice to parties hereunder must be in writing and addressed as follows:

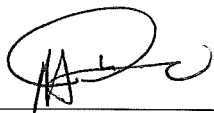
TO SCCC:

Steady H. Moono, Ed.D.
President, Schenectady County Community College
78 Washington Avenue
Schenectady, NY 12305

TO SA&CVS:

Bowman Kim Atkins
President/CEO Planned Parenthood Mohawk Hudson
1040 State Street,
Schenectady, NY 12307

By: Steady H. Moono, Ed.D.



President
Schenectady County Community College

5/31/16

Date

By: Bowman Kim Atkins, CEO



President/CEO
Planned Parenthood Mohawk Hudson

5/31/16

Date