

MEMORANDUM OF UNDERSTANDING BETWEEN YWCA MOHAWK VALLEY AND UTICA COLLEGE

This Memorandum of Understanding (“MOU”) is entered into by YWCA Mohawk Valley, hereafter referred to as YWCA MV, and Utica College, hereafter referred to as UC. The parties share the goals of (1) preventing sexual assault on Utica College’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 Utica College.

I. Description of Partner Agencies

YWCA Mohawk Valley, founded in 1870, serves over 10,000 individuals each year through sexual violence crisis services in Herkimer County, and both sexual and domestic violence crisis services in Oneida County. These services include a 24/7 hotline, advocacy, prevention education, emergency and transitional housing for domestic violence victims, and housing and support for runaway and homeless young women.

YWCA MV is the only provider of sexual violence crisis services in Oneida and Herkimer counties, and the only provider of transitional housing for homeless victims of domestic abuse in a three-county region. It is the only organization that provides educational information regarding sexual abuse, dating violence, sexual harassment and sexual violence in both Herkimer and Oneida counties and educational information regarding domestic violence in Oneida County.

Utica College, founded in 1946, educates students for rewarding careers, responsible citizenship, enlightened leadership, and fulfilling lives by integrating liberal and professional study, by creating a community of learners with diverse experiences and perspectives, by balancing a commitment to its local heritage with global outreach, by encouraging lifelong learning, and by promoting scholarship in the belief that the discovery and application of knowledge enrich teaching, learning, and society.

UC was established thanks to the efforts of business and community leaders in the Mohawk Valley who saw a need for such an institution. In 1946, Syracuse University launched Utica College. Originally, the school was situated in a section of downtown Utica known as Oneida Square. In 1961, the school moved to its current site off Burrstone Road.

Although the College became a financially and legally independent institution in 1995, UC announced its final transition to full independence in the fall of 2008. Since 1998, the Utica College (which serves 4,400 full- and part-time students, on campus and online) has offered graduate degree programs, including master's and doctorate options in a broad range of fields.

II. History of Previous Collaboration

Utica College and YWCA MV have collaborated for several years to provide rape crisis services to UC students, faculty and staff. The two parties have also worked on programs to prevent sexual violence on campus, including programs designed to assist in training those on campus who are responsible for the prevention of, and response to, sexual violence. This MOU builds on the previous collaboration to provide services to victims and additional training to members of the UC community.

III. The Role of YWCA MV

A. Coordination

YWCA MV agrees to facilitate coordination with UC to provide victim services and prevention programming and trainings by:

1. appointing a qualified Coordinator of Services to focus on making services accessible to and appropriate for students and employees referred by UC;
2. meeting regularly with UC'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 UC's sexual assault prevention and response program;
3. participating in UC's sexual assault response team or other coordinated team effort.
4. participating in UC's other coordinated team effort, by providing outreach, education and the creation of a coalition;
5. increasing visibility by tabling at events (including athletic events) for the purpose of informing students or employees about resources, including intervention, mental health counseling, medical services, sexual assault forensic examinations, and resources available through YWCA MV, UC, the New York State Office of Victim Services, or other applicable entities;
6. by providing advocates to offer assistance students and employees with filing a complaint or report; and
7. using appropriate trauma-informed methods to assess the effectiveness of the services provided to students and employees.

B. Activities

1. Based on the agreement between UC and YWCA MV, the following activities will be conducted for UC (While all activities may be changed, used or not used in any agreement between an Organization and College, the activities in black text are traditional activities that historically appear in such agreements, activities that

would enable an Organization to assist a College with 129-B compliance are printed in brown):

- a) 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;
 - b) 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;
 - c) Provide information about methods to anonymously disclose an incident including information on relevant confidential hotlines provided by NYS agencies and not-for-profit entities;
 - d) Accompany, assist and advise victims throughout the judicial or conduct process including during all meetings and hearings related to the process;
 - e) Undertake training or awareness efforts to combat domestic violence, dating violence, stalking and/or sexual assault in a general way that does not identify those who disclose or the information that was disclosed;
 - f) Assist UC in accessing sexual assault forensic examinations conducted by a sexual assault forensic examiner (or an RN if a SANE nurse is not available) in a local hospital emergency room;
 - g) Assist with required campus climate assessments;
- (For all the following, assistance can be direct to population or in the form of train-the-trainer):
- h) Deliver, or assist in the delivery of a comprehensive student onboarding and ongoing education campaign to educate members of the UC community about domestic violence, dating violence, stalking and sexual assault;
 - i) Assist UC 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 UC;
 - j) Assist UC to develop and implement multiple methods to educate students about violence prevention and share information on domestic violence, dating violence, stalking and sexual assault with parents of enrolling students;
 - k) Assist UC with providing to all students general and specific training in domestic violence, dating violence, stalking and sexual assault prevention;

- l) Assist UC 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 UC with providing training to groups identified by UC as high-risk populations;
- m) Assist UC with providing education to student-athletes and student organization leaders regarding domestic violence, dating violence, stalking and sexual assault; and
- n) Other activities (including Take Back the Night events) agreed upon by UC and YWCA MV.

IV. The Role of Utica College

A. Coordination

UC agrees to facilitate coordination with YWCA MV to provide victim services and sexual assault prevention and trainings by:

1. identifying a central point of contact for YWCA MV staff to facilitate referrals for confidential services;
2. providing training to YWCA MV 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 UC;
3. informing YWCA MV about UC's reporting obligations and identifying those UC employees with whom students can speak confidentially (and any exceptions to that confidentiality);
4. informing YWCA MV about UC's prohibition on retaliation, how allegations of retaliation can be reported, and what protections are available for students who experience retaliation;
5. ensuring availability of the Title IX Coordinator or designee to meet regularly with YWCA MV; and
6. collaborating with YWCA MV to create and administer prevention programming.

B. Activities

UC agrees to provide employees and students with the following:

1. 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 UC, (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

2. 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.

V. Confidentiality

Student/employee contact with any of YWCA MV's confidential resources will remain confidential and will not be shared UC UNLESS:

- A. the student or employee wishes for such information to be shared with UC; or
- B. state or federal laws require that such information be shared with UC.

VI. Termination

Either party may terminate this agreement by a 30-day notification in writing to the other party.

VII. General Provisions

A. Agents and Agency

The parties agree that their relationship to each other shall be that of independent contractors. Employees supplied by either party to the performance of this MOU shall not for any purpose be considered employees or agents of the other party. Each party shall be solely responsible for supervision, daily direction and control of its employees in the performance of this MOU.

B. Choice of Law

This agreement shall be governed and construed in accordance with the laws of New York, without regard to choice-of-law principles, and all claims relating to or arising out of this agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State.

IN WITNESS, THEREOF TO THIS MEMORANDUM OF UNDERSTANDING has been executed on the _____ day of _____, 20_____.

UTICA COLLEGE

YWCA MOHAWK VALLEY

By:

Laura M. Casamento

Name

Laura M. Casamento

Title

President

Utica College

By:

Dianne Stancato

Name

DIANNE STANCATO

Title

CEO

YWCA MV

Date:

1/20/17

Date:

1/20/17