



**Memorandum of Understanding  
Between  
The Boston Area Rape Crisis Center and Cambridge College**

This Agreement is entered into by the Boston Area Rape Crisis Center (hereinafter "BARCC") and Cambridge College (hereinafter "The College") on August 1, 2022 ("effective date"). This Agreement formalizes the commitment of the parties to work together to provide trauma informed services to individuals within the programs or activities who have been impacted by sex or gender-based violence, to engage in targeted prevention efforts, and to improve The College's overall response to allegations of sex or gender-based violence.

BARCC and The College have entered into this MOU to support The College in achieving compliance with Massachusetts General Laws Chapter 6, section 168E(h) ("Campus Sexual Violence Act"). The College hereby confirms that it does not provide its own sexual assault crisis service center. BARCC hereby confirms that it serves as a community-based sexual assault crisis service center funded by the Massachusetts Department of Public Health, as described in the Campus Sexual Violence Act.

**I. Description of the Partner Agencies**

- **Boston Area Rape Crisis Center:** BARCC was founded in 1973 and is the only comprehensive rape crisis center in the Greater Boston area and the oldest and largest center of its kind in New England. BARCC's mission is to end sexual violence through healing and social change.
- **Cambridge College:** The College, founded in 1971, is a private, nonprofit institution, accredited by the New England Commission of Higher Education. With a main campus in Boston, Massachusetts, and four regional locations nationwide, we provide academically excellent, time-efficient, and affordable higher education to a diverse population of adult learners.

**II. History of Collaboration**

- The College has long recognized BARCC to be a valuable resource to the Boston Community, including faculty, staff, and students at the College. Through the establishment of this Agreement, the parties seek to formalize a partnership based on the shared goal of preventing sex or gender-based violence in the community.

**III. The Role of BARCC**

BARCC agrees to:

1. Provide free and confidential support services to student and employee survivors including crisis intervention, counseling, advocacy, information and referral (Type

and Description Below)

- a. 24-hour Hotline
  - b. Webchat (7 days/week, 9am-11pm)
  - c. Counseling
  - d. Case Management
  - e. 24 hour Medical Accompaniment
  - f. Legal Advocacy
2. Consistent with how legal advocacy provides services to survivors within a college/College community, BARCC is able to provide information on College reporting protocols, and reporting to law enforcement, amongst other services. BARCC is not able to serve as an Advisor.
  3. Assist the College with the ongoing implementation of prevention programming, including training, for faculty, staff, students, and College officials. Training content can include, but is not limited to: Bystander skills, Consent, Responding to Disclosures, Supporting Survivors, etc.

#### **IV. The Role of The College**

The College agrees to:

1. Appoint a qualified staff member to serve as the liaison to BARCC
2. Provide guidance and/or support around policies and procedures:
  - a. On-campus resources and supportive measures that are available to students and employees who are impacted by sex or gender based violence;
  - b. Reporting procedures for individuals seeking to file a report with local law enforcement and/or a complaint with The College officials;
  - c. The student code of conduct and disciplinary process.
3. Ensure students are aware that BARCC is a resource available to them
  - a. List BARCC on the College website in an accessible location.
  - b. Provide information about BARCC services to students during orientation process
  - c. Post information about BARCC in relevant spaces (academic advising and coaching areas, common areas, etc.)
4. Designate a College representative to attend quarterly meeting held by BARCC for campus MOU partners
5. Provide written materials to BARCC staff about:
  - a. Printed and online materials about reporting options for students and employees, including information about how to file a complaint with The College and how to report a crime to local law enforcement.
6. A written document that lays out the reporting obligations of The College employees and identify those College employees with whom students can speak confidentially. The College prohibitions on retaliation, how allegations of retaliation can be reported, and what measures are available for students who experience retaliation.
7. Ensure availability of the Title IX Coordinator or designee to meet with BARCC,



as necessary and appropriate.

8. Collaborate with BARCC on prevention efforts including but not limited to outreach, scheduling coordination, training support, etc.
9. Provide confidential office/meeting space for BARCC staff to train faculty, staff, and students and options for remote/distance learning.

## **V. Confidentiality**

BARCC and The College affirm the importance of providing students with options for confidential services and support. All services provided by BARCC to students and employees of The College will be kept confidential except in the following circumstances:

- a) If the student or employee wants information shared with The College, or local law enforcement, BARCC will obtain informed consent for release of information. When releases of information are required, they will be written, informed, and reasonably time-limited.
- b) The College is committed to maintaining the privacy of student education records and personally identifiable information, consistent with the law. In compliance with the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended, the College does not permit the release of personally identifiable information in student records without the written consent of the student, except as specifically allowed by FERPA statute or regulation. However, there are limited exceptions to FERPA regulations under which Cambridge College is permitted to disclose education records or personally identifiable, non-directory information from education records in connection with a health or safety emergency without student consent. The situation must present imminent danger to a student, other students, or members of the school community in order to qualify as an exception. This action is not taken lightly and only under circumstances that present imminent danger.

If federal or state law permits disclosure under a health or safety emergency or another exception, The College will determine who will be notified, the method of notification, and the information provided to the impacted individual regarding such notification. BARCC develops safety plans with survivors. As mandated reporters, BARCC will only disclose information of this nature to the appropriate authorities.

## **VI. Indemnification**

Both parties, to the extent that they may lawfully do so, agree to indemnify and hold harmless the other party from any and all claims, liabilities, damages, losses, causes of action, liens, fines, penalties, and other charges or expenses, including reasonable costs and expenses, which includes reasonable attorney's fees, incurred in connection with any judicial or administrative proceeding arising out of a negligent act or omission in performing under this agreement. Neither party shall be obligated to indemnify the other in any manner whatsoever for the other party's negligence.



## **VII. Insurance**

Both parties shall procure and maintain, at their sole expense, comprehensive general liability insurance and professional liability insurance. Such comprehensive general liability insurance shall have limits of coverage not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage. Such Professional Liability insurance shall have limits of coverage not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate. The limits can be reached through primary or umbrella coverage. Both parties shall maintain workers' compensation and disability coverage as required by law with respect to all faculty, staff and employees.

Both parties will provide each other with written notice from the insurance carrier at least thirty (30) days prior to the cancellation, or any material change in policy terms, of any of the above-mentioned insurance coverages. Cancellation or a material change in policy terms shall be grounds for immediate termination of this Agreement. Both parties will provide each other with certificate(s) or other appropriate evidence of the insurance coverage required herein.

## **VIII. Term and Termination of Agreement**

This Agreement shall be effective as of the date first written above and shall renew annually unless stated otherwise. Either party may terminate this Agreement at any time without cause by giving sixty (60) days written notice to the other party.

## **IX. Governing Law**

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, except to the extent that federal law preempts those laws. Both parties hereby agree that any action relating in any manner to this Agreement must be pursued in federal or state court located in Massachusetts, and both parties specifically and irrevocably consent to the jurisdiction of such courts.

## **X. Entire Agreement and Amendment**

This is the entire agreement between the parties and supersedes and rescinds all prior agreements relating to this subject matter and may be amended only in writing signed by both parties.

## **XI. Notices**

Any notice required to be given pursuant to the terms of this Agreement shall be in writing sent electronically, or, postage prepaid, by certified mail, return receipt requested, to The College at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.



# Cambridge College

## **XII. Prohibition Against Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party.

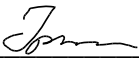
## **XIII. Non-Exclusive Agreement**

This Agreement is not exclusive. Accordingly, either party shall have the right to enter into more agreements relating to the same or similar matters covered by this Agreement.

## **XIV. General Provisions**

The parties hereby designate the following individuals as the primary point of contact for this MOU. Executed as of the day first written above by the parties through their duly authorized signatories

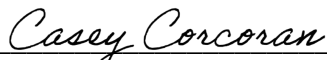
### **Cambridge College**

By:  Signed with OnTask.io — 0242ac120002

Dennis Madigan  
Assistant Vice President, Administration and Finance

Date: August 01, 2022

### **Boston Area Rape Crisis Center**

By: 

Casey Corcoran  
Senior Director of COAPES

Date: 08.01.2022