

**VETSUCCESS ON CAMPUS
MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
U.S. DEPARTMENT OF VETERANS AFFAIRS**

A. INTRODUCTION

The Department of Veterans Affairs (VA) and Suffolk County Community College (SCCC) agree that the successful readjustment of Veterans into the civilian workforce is a mutual responsibility and concern. In order to advance, improve, and expand the employment opportunities for disabled and non-disabled Veterans, both parties of this VetSuccess on Campus (VSOC) memorandum of understanding (MOU or agreement) commit themselves to active cooperation in meeting the goals set forth in this agreement.

B. AUTHORITY

The agreement is authorized in accordance with 38 U.S.C. §§ 3115 and 3116.

C. TERMS

VA and SCCC agree to work together to provide services that will help Veterans succeed in their educational programs and transition to suitable employment in the civilian workforce. All parties agree to ensure the coordinated delivery of benefits and services to enable Veterans to achieve educational and employment goals.

This MOU will help ensure that quality and timely services will be provided to all participants, while minimizing duplication of efforts and respecting the roles of SCCC and VA personnel. Supporting this coordinated effort will be staff personnel from both VA and SCCC, including SCCC's Office of Veterans Affairs and VA's Vocational Rehabilitation and Employment Service (VR&E), Education Service, and Vet Center Program. To promote these efforts, each organization will establish and maintain an effective mechanism for service delivery.

1. VA and SCCC will share information and coordinate objectives, as appropriate, to carry out and support the goals of this agreement. The information exchanged will be used to facilitate the education, training and delivery of services to participating Veterans. All information, including, but not limited to, that information obtained from interviews, counseling, testing, and/or assessments, will be shared only with the expressed written consent of participants, in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, (FERPA), 20 U.S.C. § 1232g, the Privacy Act of 1974, as amended, (Privacy Act), 5 U.S.C. § 552a, 38 U.S.C. § 5701, 38 U.S.C. § 7332, and applicable regulations. Each entity will provide the appropriate safeguards of participant information in accordance with applicable regulations and laws, including the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and Title VII of the Civil Rights of 1964.

2. All parties will establish and maintain information systems that will enable accurate and timely reporting of the following: total number of program participant referrals to SCCC, VA, or other supportive services; enrollment in Veterans Benefits Administration (VBA) benefit programs; number of referrals to VSOC program from SCCC; and other services requested and received by Veterans.
3. All parties will document the effectiveness of partnership activities and will continue to establish and monitor mutual goals. In addition, each party agrees to discuss emerging concerns and strategies to be used to promote the successful readjustment of Veterans into college life and the civilian workforce.
4. SCCC will share a VSOC Counselor with Nassau Community College. The schedule for the VSOC Counselor at each institution will be mutually agreed upon by each school in conjunction with the local VA Regional Office. This schedule may be modified on an as needed basis.
5. VA will provide:
 - a. On-campus outreach to Veterans.
 - b. Transition support services.
 - c. Referrals for VA medical and mental health services.
 - d. Adjustment and career counseling services specific to VA benefits and Veteran issues.
 - e. Assistance in applying for other VA benefits.
 - f. Job placement assistance and coordination with local Disabled Veterans' Outreach Program (DVOP) Specialists and Local Veterans' Employment Representatives (LVERs).
 - g. Expertise to the SCCC community on the Veteran experience.
 - h. Referrals to campus services as necessary.
 - i. Assurance that VA personnel have access to the resources necessary to provide services to Veterans on campus.
 - j. Opportunities for work-study students to augment and support the service provisions provided to Veterans to the on-campus program activities.
 - k. A work-study student receptionist position that will be shared with SCCC's Office of Veterans Affairs if the long-term location of the VSOC office is adjacent to the Office of Veterans Affairs. The position will be funded under the Federal work-study program. The position requirement is subject to change as determined by work-study student availability.
6. Suffolk County Community College will provide:
 - a. Use of office space for VA personnel to provide services and assistance outlined in this agreement at no cost to VA.
 - b. Inclusion of Vocational Rehabilitation Counselors (VRCs) in new-student programs, e.g., new student orientation, as appropriate.

- c. Practical training to VA personnel on current services provided by SCCC, including career counseling, vocational assessment, employment assistance, financial aid, financial services, psychological counseling and health services, services for students with disabilities, learning assistance, and academic advising.
- d. Inclusion of VRCs on the SCCC administration's veterans support committee.
- e. Inclusion of VRCs during campus activities and events to provide outreach opportunities to student Veterans.
- f. On-campus point of contact for VRCs.
- g. Expertise to VA on college student development and the college-student experience.
- h. Records of academic progress, program pursuit, etc., to ensure VA is kept informed of the enrollment status of Veterans and other eligible persons utilizing VA Educational benefits.

D. PRINCIPLES OF EXCELLENCE

On April 27, 2012, President Obama signed Executive Order 13607, designed to provide information to and protect Veterans, Servicemembers, and their families when they attend school. This Executive Order created the Principles of Excellence which are designed to help Veterans and their families make *informed* choices when using one of the most valuable benefits of military service: the educational opportunities offered by the Post-9/11 GI Bill and other educational benefits programs.

SCCC will adhere to the Principles of Excellence and provide the information necessary for Veterans and their dependents to make the best decisions regarding their educational future. SCCC agrees to provide students with:

- a. A personalized form covering the total cost of an educational program, pre-enrollment program costs, student debt estimates, and financial aid options.
- b. An educational plan (also called an academic plan) for all military and Veteran students.
- c. Recruiting free of fraudulent misrepresentation and aggressive techniques
- d. Accommodations for Service members and Reservists absent due to military service requirements.
- e. Designated points of contact for academic and financial advising.
- f. Accreditation of all new programs prior to enrolling students.
- g. Institutional refund policies.

E. INFORMATION SECURITY: MUTUAL OBLIGATIONS TO SAFEGUARD INFORMATION SECURITY AND PERSONAL DATA

As noted above, information disclosed pursuant to this agreement shall only be shared between the parties hereto with the consent of the Veteran, and the recipient is solely responsible for maintaining proper privacy and information security protections under law and regulation applicable to that entity. The information disclosed would no longer be owned by the disclosing party. VA and SCCC will cooperate to protect data and personally identifiable information (PII) while respecting both SCCC's obligations as a

public institution bound by Federal and New York State law, as well as SCCC policies and procedures, and VA's obligations as a Federal department bound by Federal data and system security/privacy requirements.

VA or VA employees, while accessing SCCC information systems in performance of their duties under this agreement, will comply with all applicable SCCC policies, including but not limited to, the following:

Password Creation Standards

Protection of Social Security Numbers

Disposal of Documents Containing Personally Identifiable Information

Policy on Information Security Access

Privacy and Confidentiality Policy

Isec Data Classification Standard

Cloud Computing Policy

In so doing, however, VA and VA employees remain subject to other Federal statutes and regulations concerning notifications of data breaches and information management and security, including the Federal Information Security Management Act (FISMA), VA information security statutes in 38 U.S.C. §§ 5721 and 5722, and their implementing regulations.

Shady Azzam-Gomez, Vice President for Information Technology Services, is designated as the "Information Security Officer" (ISO) at SCCC and is charged with keeping VA advised of information security issues, as VA will not have access to SCCC's distribution lists to become aware of new standards, threats and protections. VA will also designate an ISO to oversee any VA security concerns arising from this MOU.

Any SCCC requests for access to VA ITE or information systems will be submitted to the VA ISO for review and approval before such access can be granted. Any SCCC staff requiring access to VA ITE or information systems will complete the VA information security and privacy training programs and agree to abide by the VA National Rules of Behavior in accordance with 38 U.S.C. § 5723(f) before receiving access to VA systems. Any future direct interconnection between SCCC and VA information systems will require a formal Interconnection Security Agreement and coordination with SCCC and VA ISO for review and approval before such interconnection can be granted.

Any requests for future access to SCCC data or systems will be submitted to SCCC's ISO. If any VA staff requires access to SCCC ITE or information systems, VA will require that all users complete appropriate SCCC information security training prior to gaining access to the SCCC network, systems, or data (both at contract commencement and for ongoing new VA users). VA and SCCC agree to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect that is known to VA or SCCC, and notify the other immediately of a use or disclosure of VA's Sensitive Personal Information (SPI) or PII by VA or SCCC staff or agents in violation of the requirements of this agreement. VA will require that the confidentiality agreement be signed by all VA employees with access to the SCCC network, systems, or data.

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SCCC will, to the extent permitted by law, be responsible for any claims, causes, or suits which are attributable to the negligent actions or negligent omissions arising out of the improper use, disclosure, or access to SPI/PII of its trustees, officers, employees or contracted servants while acting within the scope of their employment. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Upon separation or reassignment of any employee, VA will notify SCCC's ISO of the employee's departure or reassignment so SCCC can remove the employee's access to any applicable database.

SCCC will provide the same level of physical security to areas utilized by VA as is available to other campus buildings. SCCC is not responsible for losses related to the loss, damage, or theft of VA equipment.

F. INSURANCE REQUIREMENTS

VA acknowledges that its employees will be accessing SCCC space while in the scope of employment of VA. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act. VA, as a Department of the Federal Government, is self-insured.

G. EFFECT OF AGREEMENT

This agreement does not, in and of itself, authorize the expenditure or reimbursement of any funds other than the costs required to carry out the "Terms" in Section C of this MOU, as permitted by Federal law and subject to the availability of appropriations. Nothing in the agreement obligates the parties to expend appropriations or other monies beyond the costs required to carry out the "Terms" in Section C or to enter into any contract or other obligation.

This agreement will be executed in full compliance with FERPA and the Privacy Act of 1974, as amended.

Further, this agreement will not be interpreted to limit, supersede, or otherwise affect either party's normal operations or decisions in carrying out its mission or statutory or regulatory duties. This agreement does not restrict the parties from participating in similar activities or arrangements with other entities.

H. NEWS RELEASE

Any news release, public announcement, advertisement, to include marketing of the VetSuccess on Campus (VSOC) program on SCCC's website, or other publicity released by either party concerning this MOU, or any proposals or resulting contracts or subcontracts to be carried out in connection with the subject matter of this MOU, will be

subject to the prior written approval of the other party to the extent permitted by Federal law. Any such publicity must give due credit to the contribution of each party.

I. EFFECTIVE DATE AND TERMINATION OF THIS AGREEMENT

This agreement will become effective upon the date of signature of the following parties and will remain in effect for four (4) years. The parties may agree to renew this agreement for an additional four (4) year term. This agreement may be terminated by either party upon thirty (30) calendar days' prior written notice. This agreement may be modified subject to the mutual written consent of the parties.

J. DISPUTES

The parties pledge to resolve any disputes that may arise at the lowest administrative level practicable. If a dispute cannot be resolved at a lower level, it shall be presented to the President of SCCC and the Under Secretary for Benefits, VA, for their resolution. If the parties are still unable to resolve the dispute, the parties may seek the services of a neutral, Administrative Judge from the U.S. Civilian Board of Contract Appeals, with each side to bear an equal share of any costs. Notwithstanding the foregoing, any claim against VA that is cognizable under the Federal Tort Claims Act must be presented to VA and considered under the provisions of that Act.

K. SCCC'S NON-DISCRIMINATION NOTICE

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

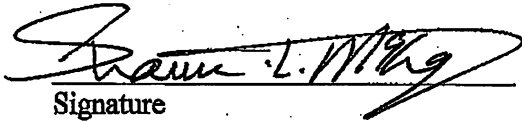
The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers:

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

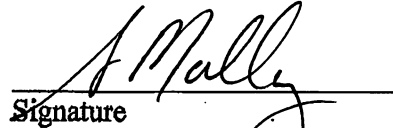
or

Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051



Signature
Dr. Shaun L. McKay, President
Suffolk County Community College

Date: 1/31/18



Signature
Sue A. Malley, Director
New York Regional Office
Department of Veterans Affairs

Date: 2/9/18