



SENATE RESOLUTION #2657

TITLE: Establishment of a Transgender Name Change Representation and Services Partnership with the Civil Legal Services Clinic

DATE INTRODUCED: April 2, 2019

AUTHOR: Chief of Staff Harris

SPONSORS: Senators Pierson, Strock, Savage, and Titus; University of Wyoming Spectrum

1. WHEREAS, it is the mission of the Associated Students of the University of Wyoming
2. (ASUW) Student Government to serve our fellow students in the best manner possible; and,
3. WHEREAS, legal names are an important part of an individual's identity; and,
4. WHEREAS, being called by the name an individual identifies with in an academic setting can
5. affect their quality of education; and,
6. WHEREAS, transgender, non-binary, and gender non-conforming students are
7. disproportionately affected by this issue; and,
8. WHEREAS, currently students wishing to change their name in the University Human
9. Resources (HR) system must perform a legal name change; and,
10. WHEREAS, legal name changes can cost upwards of \$400 and there exists no financial
11. support for students to accomplish this; and,
12. WHEREAS, the Civil Legal Services Clinic currently offers legal services to low-income
13. individuals seeking legal help including for legal name changes; and,
14. WHEREAS, it is the duty of the ASUW Student Government to serve all students and ensure
15. the best experience for all students; and,
16. WHEREAS, ASUW Senate Resolution #2635 affirms ASUW Student Government
17. recognizes the need for more support for transgender, non-binary, and gender non-conforming

18. students at the University of Wyoming; and,
19. WHEREAS, ASUW Budget and Planning has approved a \$3200 realignment from the ASUW
20. Business Office into a new line item for the service for Fiscal Year 2020 pending this
21. resolutions passage.
22. THEREFORE, be it resolved by the Associated Students of the University of Wyoming
23. (ASUW) Student Government supports the ASUW President signing a Memorandum
24. of Understanding with the Civil Legal Services Clinic to establish a name-change fund as
25. outlined in Addendum A.

Referred to: Advocacy, Diversity, and Policy; Budget and Planning

Date of Passage: 4/9/19 **Signed:** *Jason A. Williams*
(ASUW Chairperson)

“Being enacted on 4/10/19, I do hereby sign my name hereto and
approve this Senate action.” *Alexandra Mulhall*
ASUW President

Addendum A

Transgender Name Change Representation and Services Partnership

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“MOU”) is between the Associated Students of the University of Wyoming Student Government (“ASUW”) and the Civil Legal Services Clinic (“Clinic”).

1. Purpose: Provide representation and financial assistance to University of Wyoming transgender students seeking legal name changes and attendant document changes.

2. Definitions:
 - a. Student: For the purposes of this MOU, a student is defined as a full-time student at the University of Wyoming. Undergraduate students must be enrolled in at least twelve (12 hours) per semester to be considered full-time. Graduate students must be enrolled in at least nine (9) hours per semester to be considered full time. Or students who have paid the optional fee package. And meets the income and asset criteria within the poverty guidelines of the Civil Legal Services Clinic.
 - b. Transgender: For the purposes of the MOU, “transgender” shall be used as an umbrella term to define any person whose gender identity, one’s inner sense of being male, female, or something else, is not the same as their sex assigned at birth; and/or any person whose gender identity or expression is outside the conventional cisgender male and female.
 - c. Representation: For the purposes of this MOU, representation is defined as legal representation by the Clinic forming an attorney/client relationship for the exclusive purpose of petitioning the court for a legal name change, assistance with the publication requirements within the statute, in-court representation in the case of a contested petition, and assistance with attendant document changes post-name change.
 - d. Attendant documents: For the purposes of this MOU attendant documents refer to the individual’s driver’s license and Social Security Card.
 - e. Financial assistance: For the purposes of this MOU financial assistance is defined as a transfer of a designated amount of money (\$400) from the ASUW to the Clinic for the costs associated with obtaining a legal name change in Wyoming District Courts and the cost of the attendant document changes. Any fees over \$400 will be the responsibility of the student.
 - f. Total fund amount: For the purposes of this MOU, total fund amount refers to the full amount of money the ASUW budget line item assigned to this project. The total fund amount is to be shared by the Clinic under this MOU.
 - g. Amount of assistance available to each student: For the purposes of this MOU the amount of assistance available to each student is the total amount of money the

Clinic is allowed to request on behalf of each student as designated (\$400 per student).

- h. Number of students who can be served each year: For the purposes of this MOU the number of students who can be served each year is limited by the amount of money within the ASUW budget line item designated for this project.
3. ASUW Responsibilities:
 - a. ASUW shall be responsible for realigning \$3,200 to this line item for the first year.
 - b. ASUW shall be responsible for budgeting \$1,500 for future years to this line item to sustain the program.
 - c. ASUW shall maintain the fund for the Clinic to request out of as students need. Unused funds shall be carried over for future use by students.
 - d. ASUW shall be responsible for requesting a report from the ASUW Accountant prior to each budget cycle to evaluate how many students have used the fund.
 - e. The ASUW Director of Diversity shall be responsible for meeting yearly with Spectrum, Student Health Services, University Counseling Center, Dean of Students, Psychology Clinic, Human Resources, the Academic Advising Department, and the Registrar to inform them of this service.
4. Clinic Responsibilities:
 - a. The Clinic shall be responsible for requesting money out of this budget only to help identified students legally change their name.
 - i. Requests should be made directly to the ASUW accountant as soon as the student is deemed eligible. The Clinic is responsible for ensuring students meet the qualifications outlined above.
 - ii. Requests must not include student names or information and confidentiality must be maintained.
 - b. The Clinic shall be responsible for only requesting up to \$400 per student requesting a legal name change and informing students they are responsible for the remaining costs if more occur.
 - c. The Clinic shall be responsible for filing requests with vital statistics.
 - d. The Clinic shall be responsible for using allocated money to help students get their Social Security card, birth certificate, and driver's license if fund are left after filing and publishing costs.
5. Term of the MOU: This agreement shall remain in force for a period of three (3) years from the date of last signature, with the understanding that it may be terminated by either party giving notice to the other party in writing (via email) six months in advance of

termination. This MOU will be reviewed after a year of last signature to determine effectiveness.

6. Sovereign immunity:

- a. The University of Wyoming does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law that regard to any action based on this Agreement.

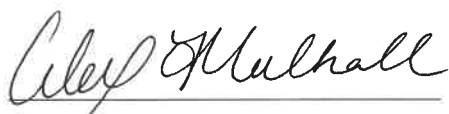
7. Governmental claims:

- a. Any actions or claims against the University under this Agreement must in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

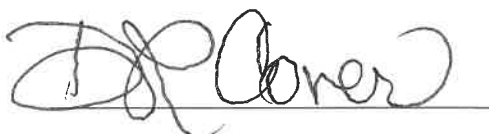
8. Interpretation:

- a. The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

IN WITNESS WHEREOF, The parties hereto have offered their signatures:



Alex Mulhall
President
ASUW



Danielle Cover
Director
Civil Legal Services Clinic

Date: 4-10-2019

Date: 04.12.2019