

MEMORANDUM OF UNDERSTANDING

for

SCALING OF ACCELERATED STUDY IN ASSOCIATE PROGRAMS

between

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

and

THE CITY UNIVERSITY OF NEW YORK

This **MEMORANDUM OF UNDERSTANDING (“MOU”)** for **Scaling of Accelerated Study in Associate Programs** dated _____, 2011, is entered into between the **CITY OF NEW YORK**, acting through its **Department of Small Business Services (“SBS”)**, with offices located at 110 William Street, 7th Floor, New York, New York 10038, and the **THE CITY UNIVERSITY OF NEW YORK (“CUNY”)**, with its principal office located at 535 East 80th Street, New York, New York 10075.

WITNESSETH:

WHEREAS, SBS administers employment and related services in partnership with the Mayor’s Center for Economic Opportunity (“CEO”); and

WHEREAS, SBS and CEO are participants in the Young Men’s Initiative, a citywide series of strategies to reduce the disparities between the economic and social outcomes of young men of color and other demographic groups in New York City; and

WHEREAS, SBS and CEO wish to provide funds associated with the Young Men’s Initiative to CUNY to support planning and program development for a scaling of Accelerated Study in Associate Programs (“ASAP”) , a successful model focusing on community college student retention and completion; and

WHEREAS, SBS has agreed to transfer to CUNY an amount not to exceed seven hundred thousand dollars (\$700,000) for costs related to scaling the Accelerated Study in Associate Programs;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1. TERM

The term of this MOU shall commence July 1, 2011 and shall expire June 30, 2012 (“Term”).

ARTICLE 2. SCOPE

During the Term, CUNY shall provide the services described in the “Description of Funding Usage” section of Exhibit 1 of this MOU.

ARTICLE 3. COMPENSATION

CUNY shall submit an original invoice to SBS upon execution of this MOU and in accordance with Exhibit 2 of this MOU. The invoice shall be promptly reviewed by SBS and once approved; SBS shall make timely payment to CUNY in an amount not to exceed seven hundred thousand dollars (\$700,000) for costs related to the Scaling of Accelerated Study in Associate Programs.

The parties acknowledge that pursuant to a certain agreement dated October 20, 1983, by and between the Research Foundation of the City University of New York (the “RF”) and CUNY, the RF will act as the fiscal agency to CUNY and administer funds (the “Funds”) received pursuant to this MOU, will prepare the required financial reports and such other documentation as SBS requires and will ensure that the Funds are used exclusively for expenditures incurred in connection with costs related to scaling ASAP.

ARTICLE 4. MODIFICATION

This MOU may only be amended by the written consent of both SBS and CUNY.

ARTICLE 5. TERMINATION

This MOU may be terminated:

- a) Without cause, by either party upon sixty (60) days written notice to the other party;
- b) By SBS upon ninety (90) days written notice to CUNY if the public funds anticipated to be available to SBS are eliminated; and
- c) In whole or in part, for cause, by either party upon the material default of the other Party the performance of the terms and conditions of this MOU. The MOU shall terminate upon sixty (60) days written notice.

ARTICLE 6. MISCELLANEOUS

- A. All notices required by this MOU shall be delivered by messenger or overnight delivery service to the other party at the following addresses:

To CUNY:

As to programmatic matters:

Accelerated Study in Associate Programs (ASAP)
City University of New York
16 Court Street, Room 3203
Brooklyn, New York 11241

To SBS:

As to programmatic matters:

110 William Street, 7th Floor,
New York, New York 10038
Attn: Workforce Development Division

As to legal matters:

Attn: SBS Office of the General Counsel
110 William Street
New York, New York 10038

- B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.
- C. The services provided under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and Local Laws.
- D. This written MOU contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties, nor to vary any of its terms.
- E. Neither party will be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the MOU after the intervening cause ceases.
- F. Neither party will assign, transfer or delegate any rights, obligations or duties under this MOU without the prior written consent of the other party. Such prior written approval will not be unreasonably withheld, delayed, or conditioned.

G. The parties hereto represent and warrant that the person executing this MOU on behalf of each party has full power and authority to enter into this MOU and that the parties are authorized by law to perform the services set forth in the MOU.

IN WITNESS WHEREOF, this MOU shall be effective as of the date first written above.

**NEW YORK CITY DEPARTMENT
OF SMALL BUSINESS SERVICES**

**CITY UNIVERSITY OF NEW
YORK**



**Name: Andrew Schwartz
Title: First Deputy Commissioner**



**Name: Frederick P. Schaffer
Title: General Counsel & Senior Vice
Chancellor for Legal Affairs**

1/3/12

Date

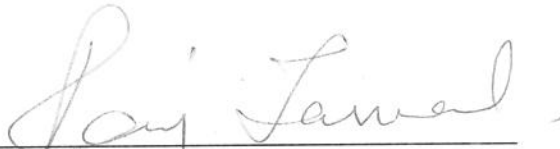
12-12-11

Date

ACKNOWLEDGMENTS

State of New York)
) SS.:
County of New York)

On this 3 day of January, 2012, before me personally came Andrew Schwartz, to me known, and known to me to be the 1st Deputy Commissioner of the New York City Department of Small Business Services, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.



Notary Public

**RAJBALA JASWAL
Notary Public
State of New York
No. 01JA6152836
Qualified in Queens County
Commission Expires 9/25/2014**

State of New York)
) SS.:
County of New York)

On this 12th day of December, 2011, before me personally came Frederick P. Schaffer, to me known, and known to me to be the General Counsel of the City University of NY, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.



Notary Public

**SOPHIA WALSH
Notary Public, State of New York
No. 01WA5023913
Qualified in Queens County
Commission Expires March 29, 2014**

EXHIBIT 1
SCALING OF ACCELERATED STUDY IN ASSOCIATE PROGRAMS
PROGRAM PROPOSAL

The Accelerated Study in Associate Programs (ASAP) has proven to be one of the most successful community college programs in CUNY's history. Created in fall 2007 with funding from the Mayor's Center for Economic Opportunity (CEO), the program is found at all six community college and is committed to graduating at least 50% of students within three years. The fall 2007 cohort exceeded this goal and achieved a 55% 3-year graduation rate vs. 24% for a comparison group of similar students and three times the national urban community college 3-year rate of 16%. The fall 2009 ASAP cohort, comprised primarily of low-income students with some developmental education needs realized a 2-year graduation rate of 27.5% in summer 2011 vs. 7.2% for a comparison group or similar students.

ASAP program elements include required full-time study, a cohort model with block scheduled courses, consolidated class schedules, intrusive advisement, career development, and academic support. ASAP also provides a range of special programs, both at the local and program level, including trips, arts/cultural events, scholarship opportunities, and a leadership program, among others. Financial resources to remove the barriers to full-time study include waiver of any balance between financial aid and tuition/fees, free use of textbooks, and monthly Metrocards. The program employs a rigorous evaluation agenda that includes quantitative and qualitative data analysis. Data is constantly examined to assess program efficacy and to make adjustments to programming to improve student success. ASAP is currently involved in a random assignment study led by MDRC and a first report expected in early 2012.

Based on the significant graduation rates to date, CUNY has committed to scaling the program over the next three years to reach a projected enrollment of 4,051 students by fall 2014. Funds will be used during FY 12 to accomplish three core tasks to realize scaling goals: 1—creation of an aggressive citywide recruitment campaign, 2-- comprehensive planning with participating community colleges, and 3-development of a summer program for incoming students. All three (3) core tasks are more fully described below.

Description of Funding Usage

Recruitment: CUNY will develop a citywide campaign to aggressively promote the program to low-income students who would benefit most from participation in ASAP. This will include a broad media campaign, including targeted use of social media; print materials widely disbursed through public high schools, GED programs, city agencies, college bridge programs, and community-based organizations serving low-income students; and student/family facing outreach activities to explain the benefits of the program and help potential students complete their CUNY applications, assessment tests, and financial aid requests as early as possible. Special attention will be given to target geographic areas and individuals that are traditionally underrepresented in higher education.

Current ASAP students and recent graduates will be utilized to provide peer support at all phases. Recruitment will also include a strong focus on counselor and advisor relationship

building to help the adults working directly with students better understand pathways into and through CUNY, the benefits of ASAP and the support needed to ensure that students understand their college options and complete all necessary steps to application and matriculation.

ASAP will work in an integrated manner with admissions and other key staff so that every student accepted to a community college (and current continuing students under 12 credits) know about ASAP and are strongly encouraged to enroll. ASAP will work closely with CUNY Prep, At Home in College and CUNY Start to ensure that students in existing transition programs receive personalized attention throughout the recruitment process.

Comprehensive Planning: In order to serve significantly larger ASAP cohorts, some adjustments to ASAP program services are needed, which will require thoughtful planning between participating colleges and CUNY Central. ASAP staff from across CUNY have engaged in preliminary discussions about adjustments to advisement, academic support and career development services, for example, but it is essential that planning continue in a more detailed manner to ensure program quality and to enhance college leadership, faculty and key staff support. Additionally, awareness of impending CUNY-wide changes to general education and developmental education requirements are essential to ensure that ASAP is well positioned to support student success.

Teams will be identified at each college to include college leadership, key administrative staff faculty, and ASAP staff members. Teams will work with a common planning template to be developed by a steering committee of experienced ASAP staff members to further develop each aspect of core ASAP programming, such as registration, developmental course taking, block scheduling, faculty engagement, advisement, academic support, career development. Planning work will also include a thorough assessment of college infrastructure and ASAP staffing needs will also be conducted at each college to ensure that needed supports for program success are in place.

Summer Program Development: Finally, funds are requested to support the development of a 2-4 week summer program for new students to both orient students to ASAP, college life and to build rapport between fellow students and ASAP staff. Students with developmental needs will be programmed into at least one remedial course taught by highly engaged faculty committed to student success. Students without developmental needs will have the opportunity to take a credit course. Academic support services will be provided before and after class and will support class work, assessment test taking strategies, and also focus on building reading and writing stamina and strong study skills.

All students will meet with an assigned advisor and participate in a student success orientation program that integrates themes from the ASAP Seminar and utilizes interactive arts education activities to promote student engagement. To encourage the highest possible enrollment in the summer program, students will receive stipends to offset any lost wages for participation.

EXHIBIT 2
BUDGET

Personnel

Salaries

Recruitment Staff and Coordination	\$100,000
Student Recruiters	\$25,000
Faculty/Staff Release Time (Planning/summer)	\$240,000
Total Salaries	\$365,000

Fringe Benefits

Fringe @ average of 30%	\$109,500
Total Personnel	\$474,500

OTPS

Advertising	\$35,000
Online and Social Media Development	\$25,000
Printing	\$20,000
Mailing	\$15,000
Meetings (student/family events)	\$10,000
Instructional Supplies	\$45,000
Travel	\$9,700
Metrocards (summer)	\$37,800
Total OTPS	\$197,500
RF Indirect @ 8%	\$28,000
TOTAL ASAP Scaling Budget	\$700,000