

INFORMATION TECHNOLOGY TRAININGS MEMORANDUM OF UNDERSTANDING

between the

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

and

THE CITY UNIVERSITY OF NEW YORK

on behalf of

BOROUGH OF MANHATTAN COMMUNITY COLLEGE

(February 15, 2013 – March 29, 2015)

This **Information Technology Trainings Memorandum of Understanding** ("MOU"), effective February 15, 2013, is made by and between the **City of New York** (the "City"), acting through its **Department of Small Business Services** ("SBS") and **The City University of New York** ("CUNY"), acting on behalf of the **Borough of Manhattan Community College** ("BMCC") (collectively, the "Parties").

WHEREAS, SBS administers the City's workforce Development programs which provide training to the City's workforce and places the trained workers with employers; and

WHEREAS, SBS seeks to implement an information technology ("IT") Trainings Program for eligible individuals that will lead to the receipt of two (2) professional and industry-recognized IT certifications as well as IT employment with an average starting wage of at least \$12 per hour; and

WHEREAS, CUNY, through BMCC, is willing and able to provide this IT Trainings Program at BMCC's lower Manhattan location at 199 Chambers St, New York, New York;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, SBS and CUNY agree as follows:

ARTICLE 1
TERM

The term of this MOU shall be for a period of two (2) years, commencing on February 15, 2013 and expiring on March 29, 2015 or ninety (90) days following the final Training Cohort (defined below) provided pursuant to this MOU ("Term"), whichever is later, unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant Article 4 below.

ARTICLE 2
SCOPE OF SERVICES

During the Term, CUNY, through BMCC, will be responsible for providing the Information Technology ("IT") Trainings and related services ("Training" or "Trainings") set forth in the attached Exhibit A ("Scope of Services").

ARTICLE 3
COMPENSATION & PAYMENT SCHEDULE

- A. **Total Payment for Services.** SBS shall compensate CUNY, on behalf of BMCC, subject to and in accordance with the procedures and restrictions set forth in this MOU, an aggregate amount not to exceed **Eight Hundred Sixty Thousand Three Hundred and Forty Two Dollars (\$860,342)** in consideration for all Trainings and related services to be performed during the Term, as reported to, verified and approved by SBS. All payments shall be made in accordance with the "Program Budget," attached hereto as Exhibit B, SBS' *Fiscal Manual*, and the "Payment Schedule" below:
- B. **Payment Schedule.** During the Term of this MOU, all payments made to CUNY, on behalf of BMCC, shall be made in accordance with the following "Payment Schedule":
1. Training Completion Schedule
 1. Twenty-five percent (25%) of the maximum amount allotted for the Training set forth in Table 1 below shall be paid at the start date of the first Training Cohort.
 2. Twenty-five percent (25%) of the maximum amount allotted for the Training set forth in Table 1 below shall be paid on the last day of the final (or 6th) Training Cohort, provided that the proportion of Participants who complete the Training ("Actual Completion Rate") is greater than or equal to the Desired Completion Rate, which is defined as completion by at least eighty-five percent (85%) of the Training Participants.
 3. If the Actual Completion Rate is less than the Desired Completion Rate, SBS shall pay CUNY, on behalf of BMCC, an amount equal to the Actual Completion Rate percentage multiplied by the remaining twenty five percent (25%) of the maximum amount allotted for the Training.
 2. Employment Validation Schedule
 1. Fifty percent (50%) of the maximum amount allotted for the Training set forth in Table 1 below shall be paid upon SBS' receipt of payroll documentation validating employment for the Training Participants, provided that the proportion of Participants whose employment is validated within 180 days of completion of Training Participants' respective Training Cohort ("Actual Employment Rate") is greater than or equal to the Desired Employment Completion Rate. The Desired Employment Completion Rate is defined as verified employment within 90 days of the completion of each Training Participant's respective Training Cohort by at least eighty-five percent (85%) of the Training Participants that have completed the program.
 2. If the Actual Employment Rate is less than the Desired Employment Rate, SBS shall pay CUNY, on behalf of BMCC, an amount equal to the Actual Employment Rate percentage multiplied by the remaining fifty percent (50%) of the maximum amount allotted for the Training.

TABLE 1: TOTAL AMOUNT ALLOCATED TO MOU FOR IT TRAINING

Total Amount Allocated to IT Training	# of Participants	Cost Per Participant	Payment at First Training Cohort Start Date	Payment on last day of Final (or 6 th) Training Cohort*	Payment when Employment Rate Verified*	# of 18-week Training Cohorts	Duration of each Training Cohort	# of Training Hours per Training Cohort
\$860,342	120	\$7,170	\$215,085	\$215,085	\$430,171	6 (3 per year)	18 weeks	540 hours
* Payment and payment amount contingent on Actual Completion Rate being greater than or equal to the Desired Completion Rate as such terms are defined in this MOU.								
**Payment and payment amount contingent on Actual Employment Rate being greater than or equal to the Desired Employment Rate as such terms are defined in this MOU.								

- C. This MOU shall be subject to the availability and appropriation of funds for each City Fiscal Year during the Term.
- D. Without limiting any of SBS' other rights or remedies, and subject to the subparagraphs (1) and (2) below, SBS shall have the right to recoup payments made to the CUNY, on behalf of BMCC, either by recouping such payments by requiring repayment by CUNY as provided in the Program Budget (Exhibit B) in the event that the CUNY has received monies that are reasonably determined to be prohibited under this MOU.
 - 1. At least thirty (30) days prior to exercising its right to recoup payments, SBS shall provide written notice to the CUNY setting forth the nature and amount of the payments determined by SBS to be invalid or disallowed under this MOU and the basis for such determination.
 - 2. CUNY shall have ten (10) business days after its receipt of such written notice to respond to such SBS determination in writing. SBS shall reasonably consider CUNY's response, if any, and will issue its reasoned explanation for its determination within (10) days after the receipt of the CUNY's response.
- E. The Parties acknowledge that pursuant to a certain Agreement dated October 20, 1983 between The Research Foundation of the City University of New York (the "RF") and CUNY, the RF will act as CUNY's fiscal agent to accept payment from SBS. Each Intra-City invoice shall be signed by the RF Director of Grants and Contracts, and shall include the following language: "I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to price and amount, that is necessary for the proper transaction of the business of SBS, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said Program described in this invoice."

**ARTICLE 4
TERMINATION & MODIFICATION**

- A. **Termination.** This MOU may be terminated by SBS or CUNY at any time upon thirty (30) days written notice to the other Party.
- B. **Modification.** This MOU may only be amended by the mutual written consent of both SBS and CUNY.

ARTICLE 5
MISCELLANEOUS

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

To SBS

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

To CUNY:

Sunil Gupta
Dean, Continuing Education and Workforce
Borough of Manhattan Community College
199 Chambers Street
New York, NY 10007

With a Copy to:

City University of New York
Office of the General Counsel
205 East 42nd Street, 11th Floor
New York, NY 10017
Attn: SBS-BMOCIT Trainings MOU

For fiscal matters:

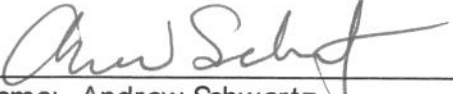
Director of Grants and Contracts
The Research Foundation of CUNY
230 West 41st Street
New York, NY 10036
Attn: Kyung Hur

- B. CUNY shall not publish any materials nor any work dealing with any aspect of performance under this MOU, nor any of the results and accomplishments thereof, without the prior written approval of SBS, which shall not be unreasonably withheld. In the event such permission is granted, SBS shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for non-commercial purposes only, such portion of the publication dealing with such aspect of performance, results and/or accomplishments. In preparing any of its own materials based on the CUNY prepared materials, SBS will give CUNY and the principle investigator full credit.
- C. All SBS customer information obtained, learned, developed, or filed by CUNY and BMCC, including data contained in official SBS files or records, shall be held confidential by CUNY and BMCC, and shall not be disclosed by CUNY or BMCC to any person, organization, agency, or entity except as authorized or required by law. This Article shall remain in full force and effect following the termination of this Master Agreement


- D. CUNY and BMCC agrees to retain and to cause RF to retain all books, records, and other documents relevant to this MOU for six (6) years after the final payment or termination of this MOU whichever occurs later. City, State, and federal auditors, and any other persons duly authorized by SBS shall have full access to and the right to examine any of the said materials
- E. CUNY shall cooperate and assist with all program and fiscal monitoring, evaluation and close-out activities and audits conducted by SBS or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.
- F. 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.
- G. The IT Training and related services provided under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and Local Laws, including applicable provisions of the Workforce Investment Act ("WIA") as well as applicable United States OMB Circulars.
- H. This 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.
- I. 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.
- J. 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.
- K. 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 IT Training and related services set forth in the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates appearing below their respective signatures.

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


Name: Andrew Schwartz
Title: First Deputy Commissioner

**THE CITY UNIVERSITY
OF NEW YORK**


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

Date: July 1, 2013

Date: June 25, 2013

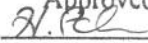
Approved AS TO FORM

The City University of New York
Office of the General Counsel
Date: 06-25-2013

EXHIBIT A
SCOPE OF SERVICES

I. IT Training Overview

- A. During the Term, CUNY, through BMCC ("BMCC"), either directly or through an SBS-approved subcontractor or consultant, will be responsible for providing six (6) 18-week individual cohorts Information Technology ("IT") Training ("Training") and related services to a minimum of 120 eligible enrolled candidates (or "Participants") (approximately 20 Participants per Training Cohort; 3 Training Cohorts per year). BMCC will be responsible for providing the following services related to the IT Trainings to each Participant:
1. technical instruction;
 2. soft skills instruction;
 3. support services;
 4. stackable credentialing;
 5. individualized placement services; and
 6. post-placement follow-up services.
- B. BMCC will ensure that each Participant that completes the Training will acquire the following two (2) professional and industry-recognized IT certifications as well as employment providing IT services with an average starting wage of at least \$12 per hour:
1. CompTIA A+; and
 2. Cisco Certified Network Associate (CCNA).

II. Recruitment/Assessment /Eligibility/Enrollment

- A. During the Term, BMCC will be responsible for working with the Workforce1 Career Centers, community groups and partners to identify, recruit, assess, refer and enroll a minimum of 120 Participants in one of the six (6) 18-week IT Training Cohorts (20 Participants per Training Cohort). To enroll in the IT Training, each Participant must satisfy the following minimum eligibility requirements:
1. high school diploma or GED;
 2. ability to pass an English-language, standardized Test of Adult Basic Education (TABE);
 3. legal ability to work in the U.S; and
 4. demonstrated interest in employment in the IT field.
- B. In addition to the above minimum eligibility requirements, all Participants will be required to participate in a minimum of two (2) interviews with BMCC staff in order to:
1. Assess aptitude and motivation;
 2. Thoroughly explain the Training and its demands prior to final candidate selection; and
 3. Ensure that each potential candidate satisfies the minimum eligibility standards set forth above for participation in the Trainings.

III. IT Training Description

- A. During the Term, BMCC will be responsible for enrolling at least 120 students in one of six (6) 18-week IT Training Cohorts. BMCC will be responsible for ensuring that all Participants that successfully complete the Training receive the two (2) professional and industry-recognized IT certifications set forth above as well as employment with an average starting wage of at least \$12 per hour.
- B. During Weeks 1 through 8 of each Training Cohort, BMCC will be responsible for providing all Participants with A+ training.
 - 1. BMCC will be responsible for coordinating weekly meetings between Participants and Career Developers to discuss their progress, challenges in and out of the program, and, if necessary, provide referrals to support services to address issues that include, but are not limited to transportation assistance, business attire, financial coaching, housing, etc.
 - 2. In addition, during Weeks 3 and 7, BMCC shall ensure that the students will meet with Technical Instructors, Career Developers and Job Developers to formally discuss their performance in the technical and life skills classes.
 - 3. If necessary and/ or if directed by SBS, BMCC will develop a performance improvement plan for the Participants and provide them with additional academic support as needed.
- C. During Week 9 of each Training Cohort, BMCC will be responsible for delivering the CCNA orientation to Participants.
- D. During Weeks 9 through 18 of each Training Cohort, BMCC will be responsible for providing instruction in CCNA for weeks 9-18 of the Training.
 - 1. BMCC will provide any and all subcontractors Career Development staff with an on-site work station where the Career Developer will be housed twice a week (Weeks 9 – 18). While on-site, the Career Developer will meet weekly with Participants to troubleshoot challenges and discuss support service referrals.
 - 2. If necessary and/ or if directed by SBS, BMCC will establish a performance improvement plan for the Participants and provide additional academic support during Weeks 9-18.
- E. During Weeks 2 through 13 of each Training Cohort and concurrent with the provision of technical training, BMCC will be responsible for providing Career Development or "soft skills" training to each Participant at least once per week. This will include, but is not limited to, resume writing, completing job applications, interviewing techniques, financial literacy, customer services techniques, presentation skills, and mock interviews with industry professionals.
- F. By Week 3 of each Training Cohort, BMCC will be responsible for facilitating meetings between each Participant and his/ her Job Developer.
 - 1. Prior to completing the 18 weeks of training, BMCC will ensure that the Participant and Job Developer will have met at least three (3) times to discuss job placement and review previous work history.

2. BMCC will be responsible for ensuring that each Participant that successfully completes a Training Cohort meets with a Career Development Counselor at least once per week for the first three (3) weeks following the Training.

IV. Program Outcomes

- A. During the Term of the MOU, BMCC will be responsible for meeting the following IT Training Outcomes:
 1. Enroll a minimum of 120 Participants in one of the six (6) IT Training Cohorts;
 2. Ensure that at least 85% of the 120 enrolled Participants will complete the IT Training;
 3. Ensure that at least 85% of those 120 enrolled Participants that complete the IT Training are employed within ninety (90) days after completion of their respective IT Training Cohort at an average starting wage of at least \$12 an hour.
 4. Ensure that at least 80% of the 120 enrolled Participants take and pass the A+ and CCNA Certification Exams

Additional Responsibilities

- A. BMCC shall designate a College Program Director to act as a liaison with SBS during the Term of the MOU.
- B. Reporting Requirements
 1. BMCC will be responsible for distributing Customer Intake Forms ("CIFs") to all enrolled Participants and ensuring that such forms are completed. Once completed, BMCC will be responsible for submitting these forms to SBS.
 2. BMCC will be responsible for tracking and reporting to SBS the following "Participant Data" on a bi-weekly basis: enrollment; training completion; and job placement outcomes.
 3. BMCC will be responsible for submitting weekly sign-in sheets and/ or training records to SBS for all Trainings and related services provided by BMCC as well as any other Participant Data reasonably requested and required by SBS.
- C. BMCC will be responsible for providing all instructional materials and supplies required for the successful provision of each IT Training Cohort.
- D. BMCC shall ensure that each Participant is registered as a Workforce1 member prior to the start of the applicable IT Training Cohort.
- E. If any Participant drops out of an individual IT Training Cohort within the first two (2) weeks of that Training Cohort, BMCC will accept an eligible replacement Participant

**EXHIBIT B
PROGRAM BUDGET**

Personnel Service	FY13 Feb 15, 2013 - June 30, 2013	FY14 July 1, 2014 - June 30, 2015	FY15 July 1, 2015 - March 29, 2015	Total(s)
Marina Abramov, Dir of Continuing Education (BMCC) (\$90,000/yr @ 30% to project)	\$6,851	\$27,405	\$20,554	\$54,810
Fringe Benefits @ 38%	\$1,713	\$6,851	\$5,138	\$13,703
Cisco Academy Instructor (C. Viteritti - BMCC) (\$56,000/yr @ 50% to project)	\$7,105	\$28,420	\$21,315	\$56,840
Fringe Benefits @ 38%	\$2,700	\$10,800	\$8,100	\$21,599
Lab Technician (Sekou Edwards BMCC) (\$36,500/yr @ 50% to project)	\$4,781	\$19,125	\$14,344	\$38,250
Fringe Benefits @ 38%	\$1,817	\$7,268	\$5,451	\$14,535
Tutoring (BMCC) (7/hrs/wk @ \$12/hr x 3 tutors x 20wks/yr)	\$2,160	\$8,640	\$6,480	\$17,280
Fringe @ 9.5%	\$205	\$821	\$616	\$1,642
Personnel Total	\$27,332	\$109,329	\$81,997	\$218,658

OTPS	FY13 Feb 15, 2013 - June 30, 2013	FY14 July 1, 2014 - June 30, 2015	FY15 July 1, 2015 - March 29, 2015	Total(s)
Instructional materials (BMCC)	\$1,875	\$7,500	\$5,625	\$15,000
Student supplies (BMCC) (55 students @ \$230/each)	\$3,450	\$13,800	\$10,350	\$27,600
Marketing and printed materials (BMCC) (\$792/month x 12 months)	\$2,375	\$9,500	\$7,125	\$19,000
OTPS Subtotal	\$7,700	\$30,800	\$23,100	\$61,600

Contracted Services	FY13 Feb 15, 2013 - June 30, 2013	FY14 July 1, 2014 - June 30, 2015	FY15 July 1, 2015 - March 29, 2015	Total(s)
Subtotal: Contracted Costs	\$62,734	\$250,936	\$188,202	\$501,871
Total Direct Costs	\$97,766	\$391,065	\$293,299	\$782,129
Indirect Costs (@ 10%)	\$9,777	\$39,106	\$29,330	\$78,213
Total Project Costs	\$107,543	\$430,171	\$322,628	\$860,342



205 East 42nd Street, 11th Floor
Tel: 646-664-9218
Fax: 646-664-2946
heather.parlier@cuny.edu

Via Overnight Mail

June 27, 2013

Sara Schlossberg
Executive Director
NYC Department of Small Business Services
110 William Street, 7th Floor
New York, NY 10038

Dear Ms. Schlossberg:

Enclosed, please find three (3) originals of the Information Technology Trainings Memorandum of Understanding ("MOU") between the New York City Department of Small Business Services ("SBS") and the City University of New York ("CUNY") on behalf of the Borough of Manhattan Community College. The MOU has been signed on behalf of CUNY by Frederick P. Schaffer, General Counsel and Senior Vice Chancellor for Legal Affairs.

Once the originals have been signed on behalf of SBS, please return one original to my attention. Contact me if you have questions or need further information.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Parlier', written in a cursive style.

Heather Parlier

Enclosures

cc: Shayne Spaulding, CUNY Director of Workforce Development (via electronic mail)
Kyung Hur, Research Foundation of CUNY (via electronic mail)