

MEMORANDUM OF AGREEMENT

between and among
Syracuse City School District
and
SUNY Broome Community College

Parties to the Agreement:

This memorandum of agreement expresses the terms under which **SUNY Broome Community College** (hereinafter referred to as SUNY Broome), P.O. Box 1017, Binghamton, New York 13902, will provide contracted services to the **Syracuse City School District** (hereinafter referred to as the District) in relation to the Pathways in Technology Early College High School Health Careers Academy (hereinafter referred to as P-TECH HCA) program at Henninger High School from September 1, 2015 to June 30, 2022.

Overview:

P-TECH HCA will offer a six-year integrated high school and college curriculum for grades 9-14 that focuses on health careers pathways and the acquisition of essential workplace skills. P-TECH HCA students will graduate with a NYS Regents Diploma/Regents Diploma with Advanced Designation and a Technical Endorsement, a no-cost-to-student Associate in Applied Science degree in Clinical Laboratory Technician from SUNY Broome Community College or in Health Information Technology/Medical Records from Onondaga Community College, and the skills and knowledge required of well paying, high demand jobs in health care careers. It is the intent of the parties to facilitate preferential hiring for entry-level positions at partnering area businesses.

Term of Agreement:

This Agreement shall commence on September 1, 2015 and terminate on June 30, 2022 pending P-TECH Funding if not previously terminated pursuant to the paragraphs below:

Termination:

This Agreement shall terminate automatically, with no further action required by any of the parties, in the event that P-TECH funding is discontinued by the New York State Education Department.

Either party may terminate this Agreement without cause by giving the other party sixty (60) days prior written notice of such termination, and

Either party may terminate this Agreement immediately upon reasonable cause and notice to the other party.

Description of Services

SUNY Broome Community College commits to the following:

- To appoint one member, and an alternate if needed, of their administrative team to serve on the P-TECH Partnership Council, and a faculty member and/or administrator liaison, and an alternate if needed, to serve on the P-TECH HCA Advisory Council and to participate in sub-committees as deemed necessary by the Partnership Council and as agreed upon by the IHE partners;
- To designate a College Liaison who has the authority to coordinate with District and P-TECH staff on the college's behalf to ensure achievement of program-related goals and objectives and proper implementation of designed strategies and activities;

- To collaborate with the District and business partners in designing a scope and sequence that is seamlessly aligned with the A.A.S. degree program at SUNY Broome Community College in Clinical Laboratory Technician. The scope and sequence will ensure the development of technical skills and workplace competencies while students earn an A.A.S. degree within six years of entering the Syracuse P-TECH HCA Program. For the Clinical Laboratory Technician program, students will complete general education requirements through Onondaga Community College and Clinical Laboratory Technician courses and clinical placements through SUNY Broome Community College's online platform (Open SUNY);
- To design, implement and support voice overs for existing on-line Clinical Laboratory Technician courses to enable at-risk students to adapt more readily to advanced content;
- To work closely with District and P-TECH staff to determine which college credit-bearing courses will be taught by college faculty, which by high school teachers with approval, and which by a combination of the two;
- To ensure the appropriate college-level rigor of courses taught by adjunct faculty in accordance with the respective college's faculty contracts;
- To participate in common planning and curriculum alignment and development of college rigor and expectations, to work collaboratively with partners to correlate P-TECH classes with the college's schedule, and to contribute to the development of a personalized learning environment and student academic, social and emotional support services;
- To collaborate with high school faculty to ensure that course content will prepare students for college work;
- To collaborate with business partners to align college coursework with relevant technical skills and workplace competencies;
- To facilitate meetings with P-TECH faculty/staff that will promote understanding of any new or existing policies and procedures on how the colleges operate in terms of credits, registration, course availability, space, curriculum and the integration of curriculum with the District;
- To provide opportunities for college faculty and administrators to participate in P-TECH events such as retreats, open houses and ceremonies, as well as program-related joint professional development activities or to develop and conduct professional development activities for P-TECH staff as deemed necessary;
- To work cooperatively with District faculty to develop innovative approaches for early identification and intervention and provide support services for P-TECH students including, but not limited to, academic tutoring, mentoring, career development, counseling, scholarship assistance, and admissions assistance;
- To make available to P-TECH students access to all appropriate campus extracurricular activities and support services as afforded to matriculated students;
- To assist in the development of a plan that fosters a distinct college-going culture and provides students and parents access to college facilities, resources and services;
- To track and report data to the District on student achievement in order to assess progress toward program goals and objectives, and to comply with all NYS P-TECH reporting requirements, with the District to maintain responsibility for such reporting to NYS;
- To comply with the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, and the regulations issued thereunder;
- To expand existing articulation agreements, based on current college guidelines, for the purpose

of creating, increasing, and/or enhancing concurrent enrollment courses at Syracuse P-TECH HCA and course offerings at Onondaga Community College and at SUNY Broome Community College, and to include the seamless articulation of college credits, which will be issued by Onondaga Community College and SUNY Broome Community College and accepted towards the relevant A.A.S. degree;

- To maintain student advisement resources and credit transfer policies that protect the pathway to degree completion for participating students;
- To oversee and coordinate the registration process for all college courses;
- To negotiate with the District during the planning year to identify program revenue streams, expenses, and opportunities to leverage resources in order to develop a cost-effective model that may enable partners to potentially waive or reduce tuition costs per credit to no more than existing “college-in-the-high-school” rates (P-TECH students will not be eligible for TAP or PELL);
- To work with the District and business partners to discuss strategies to achieve program sustainability by identifying potential leveraged resources; and
- To participate in a statewide network of NYS P-TECH schools and share pertinent resources, tools, strategies, expertise and experience on the development of the P-TECH model.

The Syracuse City School District commits to the following:

- To serve as the implementation and fiscal lead partner, thereby coordinating and overseeing the planning and implementation of the NYS P-TECH grant as well as the monitoring of all fiscal and budgetary activities in relation to the grant;
- To fully implement the NYS P-TECH model, serving all students enrolled in the P-TECH HCA in the same location (on the Henninger High School campus) beginning in 9th grade to assure that all students have a consistent, innovative program and college and career culture and all faculty have the opportunity to collaborate and focus on NYS P-TECH instructional and support services;
- To provide district-level leadership (Executive Director for High Schools and the Director for CTE), oversight and guidance, including the facilitation of Partnership Council and Advisory Council meetings;
- To provide a principal with the documented ability to drive exceptional student outcomes and who will work closely with the P-TECH/WBL Coordinator to oversee the successful implementation of the P-TECH Health Careers Academy;
- To provide a P-TECH/WBL Coordinator who will facilitate and oversee the integration of high school, college and work-based learning experiences, and serve as liaison between business, education and community partnerships;
- To provide well-trained and experienced teachers that have the appropriate background to deliver college-level courses and the ability to provide accelerated instruction to at-risk students; and support staff that will effectively deliver social and emotional support services to target students;
- To recruit at-risk and other under-represented students for enrollment in P-TECH HCA;
- To work collaboratively with college and business partners in joint professional development, curriculum alignment and design of a seamless scope and sequence of courses that enables all

students to earn an A.A.S. degree within six years and that includes workplace learning;

- To establish a college-going culture for all students that begins on the first day of 9th grade and continues throughout all six years of the program, engaging students in instruction on key “college knowledge”, academic and personal behaviors such as time management; collaboration; problem-solving; leadership; study skills; communication; and tenacity. Credit-bearing college course work will be introduced no later than the 10th grade;
- To introduce the career and industry focus for all students beginning on the first day of 9th grade and continuing throughout the six years of the program by infusing workplace skills and industry content into academic courses and offering time in the school schedule and calendar for the full range of workplace learning, e.g. mentoring, workplace visits, job shadowing, internships; etc.;
- To offer multiple pathways for students with varying levels of academic achievement in 8th grade to participate and complete the full six year program successfully;
- To prepare students for college-level coursework so remedial coursework at the post-secondary level is not necessary;
- To implement and monitor the aligned curriculum and P-TECH courses;
- To collect and report relevant student and program data to NYSED;
- To maximize available funding streams, such as federal School Improvement Grants and Perkins program funding, to support the needs of participating students;
- To ensure compliance of all parties to the regulations of the grant and take corrective actions if non-compliance occurs; and
- To participate in a statewide network of NYS P-TECH schools and share pertinent resources, tools, strategies, expertise and experience on the development of the P-TECH model.

Independent Contractors:

Individuals provided by SUNY Broome shall be and remain employees of SUNY Broome. As such, SUNY Broome employees shall not be considered employees of the District and shall not be eligible for workers' compensation, disability benefits, unemployment insurance, health insurance, retirement benefits and other benefits provided to District employees.

Insurance:

SUNY Broome shall be responsible for maintaining insurance coverage that is reasonably necessary to cover potential claims arising out of the performance of SUNY Broome's obligations under this Agreement. Upon request, SUNY Broome shall provide the District with proof of such coverage.

Indemnification:

SUNY Broome agrees to indemnify and hold harmless the District from any and all losses, damages or liability arising solely out of negligence or other malfeasance or nonfeasance by SUNY Broome, its employees, agents and servants, upon or in relation to the fulfillment of its responsibilities and obligations under this Agreement, including but not limited to, the provision of services.

Regardless of the nature of the claim, SUNY Broome further agrees that if any claim or demand is asserted against it which reasonably may be expected to result in liability to the District that SUNY Broome shall give prompt notice thereof in writing to the District and shall cooperate in the investigation of the claim or demand and any defenses arising therefrom.

The District agrees to indemnify and hold harmless SUNY Broome from any and all losses, damages or liability arising solely out of negligence or other malfeasance or nonfeasance by the District, its employees, agents and servants, upon or in relation to this Agreement or otherwise which results in loss to SUNY Broome, including, but not limited to, the payment for services under this Agreement. Regardless of the nature of the claim, the District further agrees that if any claim or demand is asserted against it which reasonably may be expected to result in liability to SUNY Broome that the District shall give prompt notice thereof in writing to SUNY Broome and shall cooperate in the investigation of the claim or demand and any defenses arising therefrom.

Compliance with Law:

SUNY Broome will adhere to all applicable certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug-free work-place requirements.

SUNY Broome will comply with all applicable requirements regarding the confidentiality of student records, including the Family Educational Rights and Privacy Act, HIPAA and regulations of the United States and New York State Education Departments.

SUNY Broome will adhere to all applicable requirements set forth in Attachment I.

Section 2-d of the New York State Education Law requires that a parents' bill of rights for data privacy and security must be included with every contract an educational agency enters into with a third party contractor, where the third party contractor receives student data or teacher or principal data. Accordingly, this Agreement is deemed to incorporate by reference the District's parents' bill of rights for data privacy and security. SUNY Broome agrees to comply with all applicable provisions of Section 2-d of the Education law, any rules and regulations of the New York State Education Department issued thereunder, and the District's parents' bill of rights for data privacy and security, including any amendments to any of these.

Syracuse City School District Parents' Bill of Rights for Data Privacy and Security

- The Syracuse City School District does not sell or release a student's personally identifiable information for any commercial purposes;
- Parents have the right to inspect and review the complete contents of their child's education record;
- State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Dispute Resolution:

It is mutually agreed that should a dispute arise, all parties will informally attempt to resolve such dispute or utilize mediation.

Notices:

Any notices by either party shall be in writing and hand-delivered to the offices below or sent by registered or certified mail to the respective addresses as shown below or such other address as a party may designate by written notice in accordance with this provision. Notices shall be effective upon receipt. Facsimile shall not be considered effective delivery of notice.

Sharon L. Contreras, Ph.D., Superintendent of Schools
Syracuse City School District
725 Harrison Street
Syracuse, New York 13210

Kevin E. Drumm, Ph.D., President
SUNY Broome Community College
P.O. Box 1017
Binghamton, New York 13902

Severability:

If any provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision or public policy, all other provisions of this Agreement shall remain in full force and effect. No covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

Subsequent Modification:

No modification made after execution of this Agreement shall be enforceable unless it is in writing and signed by all parties to this Agreement.

Merger Clause:

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, not appearing herein shall be of any force or effect.

Payment for Services

The Syracuse City School District agrees to pay SUNY Broome Community College a total of **\$25,000.** These payments will be made as follows: \$7,500 upon execution of this Agreement; \$7,500 by May 15, 2016; \$5,000 by October 15, 2016; and \$5,000 by May 15, 2017. Payment contingent upon receipt of applicable invoices and quarterly progress reports, and satisfactory fulfillment of all responsibilities detailed herein. Should grant funds *not be awarded* this Agreement is no longer valid. Should grants funds be reduced both parties agree to revise this Agreement and contracted services to align with funding allocation.

APPROVED BY:

Syracuse City School District

Sharon L. Contreras 12/28/15
Signature, Sharon L. Contreras, Ph.D. Date

Superintendent of Schools
Title

Linda D. Mulvey 12/22/15
Signature, Linda Mulvey Date

Chief Academic Officer
Title

APPROVED BY:

SUNY Broome Community College

Kevin E. Drumm 12/7/15
Signature, Kevin E. Drumm, Ph.D. Date

President
Title

Attachment I

SCSD MOA/Subaward Agreement

By signing the MOA/Subaward Agreement, the authorized official of the collaborating agency or organization certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of the collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension and Other Responsibility Matters

Collaborator certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance & Reporting

Collaborator assures the Syracuse City School District that it complies with OMB-Circular A-133, or applicable audit standards related to collaborator organization, and that it will notify the District of completion of required audits and of any adverse findings, which impact this MOA/Subaward. The Collaborator will adhere to any awarding agency requirements and regulations pertaining to reporting and will provide the SCSD with requested information in a timely manner, should such request be made.

Remedies for Breach, Sanctions, Penalties

Should collaborator breach any provisions of this agreement, the District may temporarily withhold payments pending correction of the deficiency; disallow all or part of the cost of the activity not in compliance; wholly or partly suspend or terminate the current agreement with the collaborator; withhold further contracts/agreements with collaborator; or, take other legal remedies which may be available to the District.

Compliance with Federal Statutes and Executive Orders

Collaborator certifies that it complies with the following:

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Compliance with Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 5).

Compliance with the wage rate requirements (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with the Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act as amended (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as amended (42 U.S.C. 6321-6326)

Copyrights and Patent Rights

The Federal Awarding Agency, where applicable, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Collaborator will adhere to any awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this agreement.

Records Accessories

The Collaborator agrees to provide access by the SCSD, the grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the collaborator which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention

The Collaborator agrees to retain all records in relation to this agreement for five (5) years after the project period had ended and all other pending matters are closed.