

AGREEMENT

BETWEEN

**THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**

AND

THE CITY UNIVERSITY OF NEW YORK

This **AGREEMENT** (“Agreement”) for the Family Development Credentialing Program (“FDC Program”) and the Empowerment Skills for Leaders Credentialing Program (“ES Program”), effective as of July 1, 2017, is made by and between The City of New York (“the City”) by and through its Department of Youth and Community Development (“DYCD”), with an office located at 2 Lafayette Street, New York, New York 10007, and The City University of New York (“CUNY”), with an office located at 205 East 42nd Street, New York, New York 10017.

WHEREAS, the City in 1996 implemented the FDC Program to enhance the knowledge and skills of family workers employed at organizations that contract with DYCD to prepare such workers for the New York State Family Development Credential Examination (“FDC Examination”); and

WHEREAS, the City in 1996 endeavored to design, in collaboration with CUNY, an ES Program to train supervisors and other leaders in City government in the family development principles on which the FDC Program is based; and

WHEREAS, in 2014, DYCD developed separate curricula (“Curricula” or “Curriculum”) for the FDC and ES Programs, including portfolio advisement and development, and received funds to pay tuition costs for selected applicants in the FDC and ES Programs (“Scholarship Students”); and

WHEREAS, CUNY has, since 2014, supplied the facilities and resources to provide the respective Curricula and other services related to the FDC and ES Programs in its continuing education program; and

WHEREAS, CUNY is ready and willing to provide the Curricula and other services related to the FDC and ES Programs in its continuing education program as described in Article II – Scope of Services and Article III – Payment, in accordance with the terms and conditions set forth herein.

NOW THEREFORE, the above-named parties agree to be bound as follows:

ARTICLE I – TERM OF PERFORMANCE

The services set forth in Article II – Scope of Services below shall be provided during the period from July 1, 2017 through June 30, 2020 (“the Term”), with an option to renew for up to three (3) additional years (any such period, a “Renewal Term”).

ARTICLE II – SCOPE OF SERVICES

A. CUNY Deliverables

1. CUNY shall:

- a. Conduct a series of classes (“Classes”) for the FDC (three classes) and ES (one class) Programs in spaces conducive to learning and of at least equivalent quality and size as the spaces provided for other continuing education courses at CUNY campuses.
- b. Limit the maximum size of the Classes to twenty-five (25) students and, in collaboration with DYCD, determine the number of Classes to be provided at the respective CUNY campuses as listed below.
- c. Provide a schedule of Classes including the day, date, beginning and end times, and location.
- d. Provide Scholarship Students with priority registration for the Classes.
- e. Use its best efforts to begin Classes in October of each year of this Agreement, provided DYCD refers Scholarship Students in a timely manner.
- f. Provide DYCD with written attendance records of Scholarship Students within one (1) business day after the first week of Classes, and weekly thereafter.
- g. Designate, in writing, a representative to coordinate, facilitate and administer CUNY’s obligations.
- h. Monitor and evaluate FDC Instructors and Portfolio Advisors each semester, as per the instructor and portfolio advisor guidelines document that will be collaboratively developed by CUNY and DYCD.

2. FDC Program Classes

- a. CUNY shall conduct the FDC Program and provide the FDC Curriculum through Classes at the following CUNY campuses (“FDC Sites”):
 - i. CUNY School of Professional Studies;
 - ii. Lehman College; and
 - iii. New York City College of Technology.
- b. CUNY shall ensure that the FDC Program Classes are taught by faculty who have successfully completed training at the Family Development Credentialing Institute.

- c. FDC Program Classes shall consist of at least one hundred fifty (150) hours of faculty time allotted as follows:
 - i. Ninety (90) hours of classroom instruction in the ten (10) modules of the FDC Curriculum.
 - ii. Ten (10) hours for instructors and portfolio advisors to attend training and quarterly meetings sponsored by DYCD and the University of Connecticut, which is the oversight body and headquarters of the FDC Program.
 - iii. Portfolio advisement and development hours will be based on student enrollment such that a class size of 10-14 students would be allotted 55 hours; 15-20 students would be allotted sixty-five (65) hours; and 21-25 students would be allotted seventy-five (75) hours. Any hours over the range allotted for the class size must be approved by the instructor and/or DYCD. Additional portfolio advisement and development hours may not exceed twenty (20) hours per semester for each campus without approval by DYCD.
 - iv. Such additional hours as may be required for the FDC Examination, not to exceed five (5) hours per Site.

3. ES Program Classes

- a. CUNY shall conduct the ES Program and provide the ES Curriculum through Classes at the following CUNY campuses (“ES Sites”):
 - i. CUNY School of Professional Studies; and
 - ii. Lehman College.
- b. CUNY shall ensure that the ES Program Classes are taught by faculty who have successfully completed training at the Empowerment Skills for Leaders Institute.
- c. ES Program Classes shall consist of at least forty-five (45) hours of faculty time allotted as follows:
 - i. Forty-two (42) hours of classroom instruction in the five (5) modules of the ES Curriculum.
 - ii. A three (3) hour follow-up Class on the Leadership Empowerment Plan.¹
 - iii. Up to twenty (20) hours of portfolio advisement and development consisting of small group meeting and individual Scholarship Student advisement based on faculty assessment of individual Scholarship Student needs, including a minimum of one (1) hour per Curriculum module for each Scholarship Student.

¹ Scholarship Students are required to develop and prepare a Leadership Empowerment Plan, in collaboration with a peer advisor. The plan is a personal goal of empowerment-based leadership, including goals, steps to implementation of those goals, and personal strengths and weaknesses.

- iv. Such additional hours as may be required, not to exceed five (5) hours per Site.

4. DYCD Responsibilities

1. Through an application process that evaluates factors including but not limited to writing ability, commitment to the FDC and ES Program guiding principles, and agency endorsements/recommendations, DYCD shall select qualified Scholarship Students for the FDC and ES Programs and provide CUNY with a final list containing the Scholarship Students' names, addresses and email addresses at least two (2) days prior to the first class.
2. At least ninety (90) days prior to the agreed upon commencement date, DYCD shall:
 - a. Provide CUNY with a written request to begin the FDC and ES Programs and Curricula through the Classes.
 - b. Determine, in collaboration with CUNY, the number of Classes to be provided at each Site.
3. Designate, in writing, a representative to coordinate, facilitate and administer DYCD's obligations.

ARTICLE III – PAYMENT

A. FDC Program

1. Subject to the availability of FDC Program funds, and upon timely receipt by DYCD of accurate and complete invoices and documentation, including attendance records satisfactory to DYCD, DYCD shall reimburse CUNY for FDC Program costs as follows:
 - a. One thousand three hundred dollars (\$1,300) ("Student Fee") for each Scholarship Student who attends a minimum of three (3) Classes, invoiced to DYCD after the respective Scholarship Student attends the three (3) Classes, and payable within thirty (30) days of receipt by DYCD. CUNY will not invoice DYCD a Student Fee for any Scholarship Student who withdraws from Classes if CUNY receives written notice of such withdrawal at least two (2) business days before Classes begin. No invoice adjustment shall be made after the third week of Classes.
 - b. A withdrawal charge of fifty percent (50%) of the Student Fee for each prospective Scholarship Student whose withdrawal from Classes is received no more than eight (8) business days after the commencement of Classes, and at least one (1) business day before the third week of Classes.
 - c. A fee of two hundred dollars (\$200) per class, to reimburse CUNY for technical assistance and support services paid to the National FDC Program – University of Connecticut.

- d. A credentialing fee of three hundred dollars (\$300) for each Scholarship Student who completes the Curriculum, to reimburse CUNY for the fee paid to the University of Connecticut for the Examination.
- e. A fee of forty dollars (\$40) per hour (“Development Fee”) for each hour over the allotted hours of faculty time required for Scholarship Students to complete portfolio development. Allotted hours are based on student enrollment, such that a class size of 10-14 students would be allotted fifty-five (55) hours; 15-20 students would be allotted sixty-five (65) hours; and 21-25 students would be allotted seventy-five (75) hours; up to a maximum of twenty (20) additional hours per Site, per semester. No Development Fee shall be paid for more than twenty (20) hours per Site, per semester without prior written approval from DYCD.
- f. A rate of thirty-six dollars and forty-two cents (\$36.42) per hour for twelve (12) hours (six hours per student) for new Portfolio Advisors only, for their first and second semesters. Each new Portfolio Advisor will work with up to two FDC students for the first semester.
- g. A fee of eleven dollars (\$11) per hour (“Proctoring Fee”) for a maximum of three (3) hours per instructor who serves as a proctor for the Examination. No Proctoring Fee shall be paid for more than three (3) hours per instructor without the prior written approval of DYCD.
- h. If applicable, a fee of five hundred dollars (\$500) per person for the University of Connecticut Instructors’ and Advisors’ Training Institute, provided by the National FDC Program for FDC graduates who are interested in becoming instructors or portfolio advisors.
- i. The costs of up to six (6) hours of make-up Classes, not to exceed four hundred fifty dollars (\$450) per Site.
- j. An amount not to exceed twenty dollars (\$20) per Scholarship Student for the annual recognition ceremony and reception.

B. ES Program

- 1. Subject to the availability of ES Program funds, and upon timely receipt by DYCD of accurate and complete invoices and documentation, including attendance records satisfactory to DYCD, DYCD shall reimburse CUNY for ES Program costs as follows:
 - a. Four hundred seventy-five dollars (\$475) for each Scholarship Student who attends a minimum of two (2) Classes, invoiced to DYCD after the respective Scholarship Student attends the two (2) Classes, payable within thirty (30) days of receipt by DYCD. CUNY will not invoice DYCD a Student Fees for any Scholarship Student who withdraws from Classes if CUNY received written

notice of such withdrawal at least two (2) business days before Classes begin. No invoice adjustment shall be made after the second week of Classes.

- b. A withdrawal charge of fifty percent (50%) of the Student Fee for each prospective Scholarship Student whose withdrawal from Classes is received no more than two (2) business days after the commencement of Classes, and at least one (1) business day before the second week of Classes.
 - c. A fee of two hundred dollars (\$200) per Class, to reimburse CUNY for technical assistance and support services paid to the University of Connecticut.
 - d. A credentialing fee of three hundred dollars (\$300) for each Scholarship Student who completes the Curriculum, to reimburse CUNY for the fee paid to the University of Connecticut for the ES Program Credential.
 - e. A fee of twenty-two dollars (\$22) per hour (“Development Fee”) for each hour of faculty time required for Scholarship Students to complete portfolio development, up to a maximum of five (5) additional hours per Site. No Development Fee shall be paid for more than five (5) hours per Site without prior written approval from DYCD.
- C. The total budget amount of the Agreement is not to exceed two hundred eighty-five thousand dollars (\$285,000).
- D. This Agreement will be registered with the New York City Comptroller’s Office, with payments rendered through the City’s Financial Management System.
- E. Pursuant to an agreement dated October 20, 1983 between the Research Foundation of CUNY (“RFCUNY”) and CUNY, the RFCUNY will act as CUNY’s fiscal agent to administer the funds received pursuant to this Agreement; CUNY will prepare the invoices for submission to DYCD, and the RFCUNY shall collect and administer the funds received pursuant to this Agreement.

ARTICLE IV – NOTICE

- A. Notices required herein shall be in writing and shall be given personally, or sent via certified mail, return receipt requested.
- B. Notices shall be deemed given:
- 1. When received, if delivered personally;
 - 2. Upon deposit with the U.S. Postal Service, if mailed.

C. Notices shall be addressed as follows:

To CUNY: The City University of New York
Office of Academic Affairs
205 East 42nd Street
New York, New York 10017
Attn: Dean John Mogulescu

And, for legal matters, with a copy to:

The City University of New York
Office of the General Counsel
205 East 42nd Street
New York, New York 10017
Attn: General Counsel

And, for fiscal matters, with a copy to:

Research Foundation of CUNY
230 West 41st Street, 7th Floor
New York, New York 10036
Attn: Kyung Hur

To DYCD: NYC Department of Youth and Community Development
2 Lafayette Street, 20th Floor
New York, New York 10007
Attn: Rhodesia Humphrey, Deputy Director for Capacity Building

And, for legal matters, with a copy to:

NYC Department of Youth and Community Development
2 Lafayette Street, 21st Floor
New York, New York 10007
Attn: Caroline Press, General Counsel

And, for fiscal matters, with a copy to:

NYC Department of Youth and Community Development
123 William Street, 18th Floor
New York, NY 10038
Attn: Ardis Sanmoogan

ARTICLE V – RETENTION OF RECORDS

CUNY shall retain all books, records, reports and other documents related to this Agreement for a period of six (6) years after the date of final payment hereunder, or termination of this

Agreement. City, state and federal auditors and any other persons duly authorized by DYCD shall have full access to and the right to examine any such materials during normal business hours during that period. As possible, DYCD will give CUNY reasonable notice of any such audit.

ARTICLE VI – TERMINATION

- A. The parties shall have the right to terminate the Agreement in whole or in part:
1. Without cause by giving ninety (90) days written notice; or
 2. For good cause, by giving thirty (30) days written notice with an opportunity to cure within the thirty (30) day period.
- B. In the event of termination without cause, DYCD will pay, to the extent of the FDC and ESL Program funds available, the actual and reasonable costs incurred as detailed in Article III, up to and including the effective date of the termination.

ARTICLE VII – FERPA

All information about CUNY students, including the Scholarship Students, shall be held confidential pursuant to the provisions of the Family Educational and Privacy Rights Act (20 U.S.C. § 1232g).

ARTICLE VIII – INDEMNIFICATION


Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, CUNY shall hold the City harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of CUNY or of its officers or employees when acting within the course and scope of their employment. This Article VIII shall survive the termination of this Agreement.

[NO FURTHER TEXT ON THIS PAGE]


IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first set forth above.

THE CITY UNIVERSITY OF NEW YORK

**THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND
COMMUNITY DEVELOPMENT**

BY: 


Loretta P. Martinez, General Counsel
and VC for Legal Affairs

BY: 

Caroline Press
General Counsel

1/29/18
Date

1/30/18
Date

Approved As To Form


The City University of New York
Office of the General Counsel
Date: 1/29/18

**RENEWAL AND AMENDMENT
OF THE INTER-AGENCY AGREEMENT
BETWEEN
THE NEW YORK CITY ADMINISTRATION FOR CHILDREN’S SERVICES
AND
THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY
DEVELOPMENT**

THIS RENEWAL AND AMENDMENT OF THE INTER-AGENCY AGREEMENT (“Renewal Agreement”), effective as of July 1, 2020, is made and entered into by The City University of New York (“CUNY”), on behalf of the School of Professional Studies (“SPS”) with an office located at 205 East 42nd Street, New York, New York 10017, and the New York City Department of Youth and Community Development (“DYCD”), located at 2 Lafayette Street, New York, New York 10007.

WHEREAS, CUNY and DYCD entered into that certain Inter-Agency Agreement, effective July 1, 2017, related to the Family Development Credentialing Program (“FDC Program”) and the Empowerment Skills for Leaders Credentialing Program (“ES Program”) (the “Agreement”); and

WHEREAS, CUNY and DYCD by this Renewal Agreement desire to renew the Agreement for a period of three (3) years from July 1, 2020 through June 30, 2023.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the Agreement.
2. Pursuant to Article I, the Agreement is hereby renewed for the three (3) year period beginning from July 1, 2020 through June 30, 2023 (the “Renewal Term”), unless sooner terminated pursuant to the terms of the Agreement.
3. CUNY and DYCD shall perform FDC and ES Program Services in accordance with the attached hereto Exhibit A, Scope of Work and Payment Schedule, during the Renewal Term.
4. Article III – Payment is renewed and amended by adding to the end thereof the following:
 - “ F. All payments shall be made in accordance with the “Payment Schedule” set forth in Exhibit A and the Budget, attached hereto and made a part hereof as Exhibit B. The total amount for the Renewal Term shall not exceed nine hundred twenty-one thousand six hundred (\$921,600) dollars, which includes an amount not to exceed three hundred seven thousand two hundred (\$307,200) dollars for each of the three (3) City fiscal years in the Renewal Term, comprised of:
 1. City fiscal year 2021 beginning on July 1, 2020 through June 30, 2021.

2. City fiscal year 2022 beginning on July 1, 2021 through June 30, 2022.
3. City fiscal year 2023 beginning on July 1, 2022 through June 30, 2023.

G. Agency hereby grants approval for all modifications to line items in the Budget that do not exceed 10% of the value of that line item. Prior to making any reallocations or other changes that would exceed this threshold, CUNY shall require that RF shall submit a written request for approval of the modification to Agency. Research Foundation of The City University of New York (“RF”) shall not make any such changes without the prior approval of Agency.

H. This Agreement is funded in whole or in part by funds secured by Agency from the Federal government and is subject to the availability of such funds for each City fiscal year thereof. Should there be a reduction or discontinuance of such funds by action of the Federal government, Agency shall, subject to the terms of Article 4, have, in its sole discretion, the right to terminate this Agreement or to reduce the funding and the corresponding level of Services caused by such action by the Federal government provided that all program expenditures up to the date of the termination are paid in full by Agency.

I. Without limiting any of Agency’s other rights or remedies, and subject to the subparagraphs 1 and 2 below, Agency shall have the right to recoup payments made to RF by requiring repayment by RF in the event that RF has received monies that are reasonably determined to be prohibited under this Agreement.

1. At least thirty (30) days prior to exercising its right to recoup payments, Agency shall provide written notice to RF setting forth the nature and amount of the payments determined by Agency to be invalid or disallowed under this Agreement and the basis for such determination.
2. RF shall have ten (10) business days after its receipt of such written notice to respond to such Agency determination in writing. Agency shall reasonably consider RF’s response, if any, and will issue its reasoned explanation for its determination within ten (10) days after the receipt of RF’s response. ”

5. Article VI – Termination is renewed and amended by adding at the end thereof the following:

“C. Modification. This Agreement may only be amended by the mutual written consent of the Parties.”

6. Consistent with the terms approved by the New York City Law Department for Agreements entered into by and between DYCD and CUNY, the following provisions are added to the end of the Agreement:

“

ARTICLE IX – PUBLICATION AND INTELLECTUAL PROPERTY

A. Publications. CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement nor any of the results and accomplishments thereof

(each a “Publication”), without the prior written approval of Agency, which shall not be unreasonably withheld. In the event such permission is granted, Agency shall have a perpetual, royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law, that portion of each Publication that deals with performance, results and/or accomplishments under this Agreement. In preparing any of its own materials based on a Publication, Agency will give CUNY and the principal author(s) of the Publication appropriate credit.

- B. Scholarly Research. Notwithstanding the foregoing, if the Publication is the result of scholarly research performed under this Agreement (a “Research Publication”), consistent with CUNY’s practice of openness in research, prior written approval of Agency will not be required before publication. Instead, prior to submitting a Research Publication for publication or before any other public disclosure, CUNY will provide Agency thirty days to review the proposed Research Publication to provide comments and to identify any confidential information of Agency that may have been inadvertently included. CUNY will consider the Agency’s comments but is under no obligation to make changes to the Research Publication to address them, except with respect to confidential information. If Agency objects to a Research Publication because of the inclusion of its confidential information, CUNY shall not publish or otherwise disclose such Research Publication until such confidential information has been removed.
- C. Instructional materials and curricula. “Instructional Materials” shall mean curricula, syllabi and any and all other instructional materials used by CUNY in connection with its educational mission, including instructional materials and curricula created by CUNY and those created by third parties. Instructional Materials are owned by CUNY and/or others pursuant to CUNY’s Intellectual Property Policy, or are used by legal right, permission and/or license to CUNY. Any Instructional Materials to be developed and/or used in connection with the Services shall be designated and described in the Scope of Work and Payment Schedule, attached hereto and made a part hereof as Exhibit A (“Services Instructional Materials”). To the extent that any Services Instructional Materials are newly created or adapted by CUNY and/or paid for by Agency under this Agreement, Agency shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use them for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law or as otherwise specified in the Scope of Work and Payment Schedule, attached hereto and made a part hereof as Exhibit A.. In preparing any of its own materials based on Services Instructional Materials, Agency will give CUNY and the principal author(s) of the Services Instructional Materials appropriate credit.
- D. Non-instructional materials. Any and all non-Instructional Materials created by CUNY under the terms of, or specifically for use under this Agreement, shall become the exclusive

property of Agency and shall be designated and described in the Scope of Work and Payment Schedule, attached hereto and made a part hereof as Exhibit A. CUNY shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the non-Instructional Materials for its non-commercial, educational purposes or as otherwise specified in the Scope of Work and Payment Schedule, attached hereto and made a part hereof as Exhibit A.

- E. Representation and Warranty. To the extent that any Services Instructional Materials delivered under this agreement incorporate any materials owned by CUNY faculty members, CUNY represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such materials under this Agreement.

ARTICLE X – CONFIDENTIALITY

- A. All official City files or records furnished to CUNY under this Agreement containing personally identifiable information and all of the reports, data, or information that would otherwise be protected from disclosure by the Freedom of Information Law, that have been obtained, learned, developed, or filed by CUNY or the College, shall be held confidential by CUNY and the College, and shall not be disclosed by CUNY or the College to any person, organization, agency, or entity except as required by law, including, but not limited to, the Freedom of Information Law or a lawful subpoena. It is agreed and understood that should any confidential Agency information be requested of CUNY, and CUNY determines that disclosure is required by law, CUNY shall provide Agency ten (10) days' notice and opportunity to object to the disclosure, and if requested by the Agency and not inconsistent with CUNY's obligations under law, CUNY shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. This Article shall remain in full force and effect following the termination of this Agreement.
- B. The Parties acknowledge that (a) information that may be shared in connection with the Services may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act/FERPA ("FERPA Records"), and (b) to the extent that information is shared in connection with the Services includes FERPA Records, CUNY will not release such information from education records, other than Directory information, without obtaining a FERPA release, in a form used by the College, from the student. It is agreed and understood that should any FERPA Records be requested of Agency, Agency shall immediately notify CUNY to determine whether disclosure is authorized or required by law.

ARTICLE XI – MISCELLANEOUS

- A. This Agreement is subject to audit and/or inspection by Federal, State, and/or Local agencies as authorized or required by law. CUNY shall cooperate and assist with all program and fiscal monitoring, evaluation, and close-out activities and audits conducted by Agency or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.

- B. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement 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 Agreement unenforceable.
- C. The Services provided under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws.
- D. This Agreement contains all the terms and conditions agreed upon by the Parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties or to vary any of its terms.
- E. In the event of a conflict between the terms and conditions of this Agreement and the provisions of the Scope of Work and Payment Schedule attached hereto as Exhibit A, the terms and conditions of this Agreement shall control.
- F. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of CUNY or the Agency (“Force Majeure Event”). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor. Neither Party will be deemed to be in violation of this Agreement 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 nature, 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 Agreement after the intervening cause ceases.
- G. Subject to Article 3.G, neither CUNY nor the College will assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the City. Such prior written consent will not be unreasonably withheld, delayed, or conditioned.
- H. Any subcontractors engaged to deliver direct Services pursuant to this Agreement shall be selected in accordance with applicable procurement regulations. CUNY shall direct the RF to forward to Agency a fully-executed original copy or a PDF of an approved subcontract. Subcontracts shall comply with all applicable provisions of this Agreement. For avoidance of doubt, nothing contained herein requires CUNY or the RF to comply with City procurement rules. Agency hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000. Prior to entering into any subcontract for an amount greater than \$20,000, the RF shall submit a written request for the approval of the proposed subcontractor to the Agency. RF shall not enter into any subcontract for an amount

greater than \$20,000 without the prior written approval of the Agency on Exhibit C hereto.

- I. In the event that CUNY requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list CUNY as an additional insured under such insurance, CUNY shall require that such entity also list the City, including its officials and employees as an additional insured.
- J. Consistent with 2 CFR Part 200, vendor agreements for this project pertaining to indirect services (i.e., services not already related to program delivery) do not require Agency approval. CUNY shall confer with Agency to confirm that an agreement with a third party is an indirect vendor agreement prior to submitting a request to RF for such third-party agreement. CUNY shall direct the RF to forward Agency a copy of the signed agreement as documentation for allowable costs. For the avoidance of doubt, the Parties understand that copies of signed contracts or other applicable documents may be requested by Agency to substantiate payment or reimbursement for allowable costs and expenses.
- K. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the Agreement. ”

7. Except as stated herein, all of the covenants and conditions of the Agreement, including any modifications thereto, shall remain unchanged and in full force and effect, and are specifically incorporated by reference into this Renewal Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**NEW YORK CITY DEPARTMENT
OF YOUTH AND COMMUNITY
DEVELOPMENT**

By: Caroline Press

Name: Caroline Press

Title: General Counsel

Date: 08/19/2020

**THE CITY UNIVERSITY OF NEW YORK
on behalf of the School of Professional Studies**

By: Derek Davis

Name: Derek Davis, Its Duly Authorized Officer

Title: General Counsel and Sr. Vice Chancellor
for Legal Affairs

Date: Aug 18, 2020

APPROVED AS TO FORM

Joan Margiotta
The City University of New York
Office of the General Counsel
Date: 8/12/20

EXHIBIT A
SCOPE OF WORK AND PAYMENT SCHEDULE

Scope of Work

I. CUNY SPS Deliverables.

1. CUNY SPS shall:

- a. Conduct a series of classes (“Classes”) for the FDC (a minimum of three classes) and ES (and no fewer than one class) Programs in spaces conducive to learning and of at least equivalent quality and size as the spaces provided for other continuing education courses at CUNY campuses.
- b. Work with DYCD to provide instruction at Community Based Organizations, whenever possible.
- c. Limit the maximum size of the Classes to twenty-five (25) students and, in collaboration with DYCD, determine the number of Classes to be provided at the respective CUNY campuses as listed below.
- d. Provide a schedule of Classes including the day, date, beginning and end times, and location.
- e. Provide Scholarship Students with priority registration for the Classes.
- f. Use its best efforts to begin Classes in October of each year of this Agreement, provided DYCD refers Scholarship Students in a timely manner.
- g. Provide DYCD with written attendance records of Scholarship Students within one (1) business day after the first week of Classes, and weekly thereafter.
- h. Designate, in writing, a representative to coordinate, facilitate and administer CUNY’s obligations.
- h. Monitor and evaluate FDC instructors and portfolio advisors each semester, as per the instructor and portfolio advisor guidelines document that will be collaboratively developed by CUNY and DYCD.

2. CUNY shall coordinate and deliver the following:

- a. Development and maintenance of database of FDC Graduates
- b. Recruitment and marketing of FDC program
- c. Creating schedules based on CUNY calendar
- d. Creating and maintaining course and instructor evaluations, and enrollment data for external and internal reporting
- e. Tracking and monitoring all campus attendance
- f. Processing and handling requests, including but not limited to, SACC hours certificate
- g. Coordinating FDC application, selection, notification process
- h. Coordinating programmatic events and meetings, including, but not limited to Orientation, Open School Day, Graduation, focus groups, and debriefing meetings in collaboration with DYCD.

3. FDC Program Classes. CUNY shall

- a. Conduct the FDC Program and provide the FDC Curriculum through Classes at the following CUNY campuses (“FDC Sites”):
 - i. CUNY School of Professional Studies;
 - ii. Lehman College;
 - iii. New York City College of Technology; and
 - iv. Other CUNY campuses, based on enrollment, budget, and with the capacity to offer FDC.
- b. Ensure that the FDC Program Classes:
 - i. are taught by faculty who have successfully completed training at the National Family Development Credential Program Instructor Institute, or relevant experience in the social service field.
 - ii. consist of at least one hundred fifty (150) hours of faculty time allotted, as follows:
 - A. Eighty (80) hours of classroom instruction in the ten (10) modules of the FDC Curriculum.
 - B. Portfolio advisement and development hours will be based on student enrollment with a minimum of 4 hours of advisement per enrollee.
 - C. Ten (10) hours for instructors and portfolio advisors to attend training and quarterly meetings sponsored by DYCD and the University of Connecticut, which is the oversight body and headquarters of the FDC Program.

4. ES Program Classes

- a. CUNY shall conduct the FDC Program and provide the ES Curriculum through Classes at the following CUNY campuses (“ES Sites”):
 - i. CUNY School of Professional Studies; and
 - ii. Other CUNY campuses, based on enrollment, budget, and with the capacity to offer ES.
- b. CUNY shall ensure that the ES Program Classes are taught by faculty who have successfully completed training at the Empowerment Skills for Leaders Institute, or relevant experience in the social service field.
- c. ES Program Classes shall consist of at least forty-five (45) hours of faculty time allotted as follows:
 - i. Thirty (30) hours of classroom instruction in the five (5) modules of the ES Curriculum.

- ii. A three (3) hour follow-up Class on the Leadership Empowerment Plan.¹
- iii. Up to forty (40) hours of portfolio advisement and development consisting of small group meeting and individual Scholarship Student advisement based on faculty assessment of individual Scholarship Student needs, including a minimum of one (1) hour per Curriculum module for each Scholarship Student.
- iv. Ten (10) hours for instructor(s) to attend training and quarterly meetings sponsored by DYCD and the University of Connecticut, which is the oversight body and headquarters of the ES Program.

5. Coronavirus Pandemic Provisions.

- a. CUNY shall adhere to all local, state, and federal guidelines and mandates regarding physical distancing, which may include work from home, provision of appropriate personal protective equipment (“PPE”) to CUNY staff, hygiene and cleaning, employee and participant screening and contact tracing. While the New York State Stay at Home Order is in effect in New York City, CUNY shall conduct meetings, workshops, and trainings remotely using DYCD-approved online platforms (“Platforms”). DYCD has approved CUNY’s use of Zoom for meetings, workshops, and remote trainings conducted pursuant to this agreement.
- b. CUNY shall comply with the guidance and directives for maintaining a clean and safe work environment issued by the Centers for Disease Control and Prevention, the New York State Department of Health, and other applicable guidance from local and federal public health authorities. CUNY shall ensure that staff and participants understand these protocols and shall communicate guidance regarding these items, maintain appropriate distancing, and provide appropriate PPE to CUNY staff.
- c. CUNY represents that it has capacity to conduct meetings, workshops, and trainings remotely using Zoom, and that it shall monitor attendance and conduct to make sure that professional decorum is maintained. CUNY further represents that it has obtained appropriate licenses and approvals to use Zoom. CUNY represents and warrants that it has not and shall not infringe upon any intellectual property rights in its use of Zoom.

II. DYCD Responsibilities.

- 1. Through an application process that evaluates factors including but not limited to writing ability, commitment to the FDC and ES Program guiding principles, and agency endorsements/recommendations, DYCD shall select qualified Scholarship Students for the FDC and ES Programs and provide CUNY with a final list containing the Scholarship

¹ Scholarship Students are required to develop and prepare a Leadership Empowerment Plan, in collaboration with a peer advisor. The plan is a personal goal of empowerment-based leadership, including goals, steps to implementation of those goals, and personal strengths and weaknesses.

Students' names, addresses and email addresses at least two (2) days prior to the first class. DYCD shall make portfolio advisor and instructor candidates, who are employed by DYCD, aware of DYCD and City policies regarding conflicts of interest, including the prohibited use of City time during their outside employment in the FDC and ES Program.

2. At least ninety (90) days prior to the agreed upon commencement date, DYCD shall:
 - a. Provide CUNY with a written request to begin the FDC and ES Programs and Curricula through the Classes.
 - b. Determine, in collaboration with CUNY, the number of Classes to be provided at each Site.
3. Designate, in writing, a representative to coordinate, facilitate and administer DYCD's obligations.

Payment Schedule

Invoicing and Schedule. CUNY shall submit invoices to DYCD for payment of FDC and ES Program services rendered on a quarterly basis during each fiscal year of the Agreement. Such invoices shall be sent no later than fifteen (15) days into the month following the end of the quarter. DYCD shall provide full payment to CUNY within 30 days of receiving the invoice.

EXHIBIT B
BUDGET

**Family Development Credential Budget
FY 2020-2021**

CUNY Deliverables		\$66,000
Training Fees		
FDC (frontline)	6 cohorts (20 participants each) @ \$1250/student	\$150,000
FDC (leaders)	2 cohorts (20 participants each) x \$485)	\$19,400
Portfolio Review/Credentialing Exam Fees (UConn)		
FDC (frontline)	120 participants x \$300	\$36,000
FDC (leaders)	40 participants X \$250	\$10,000
Technical Assistance Fees (UConn)		
\$200 per class	8 classes	\$1,600
FDC Handbooks for DYCD Staff		
FDC (frontline)	120 participants x \$65 per handbook (+ shipping)	\$8,040
FDC (leaders)	40 participants x \$35 per handbook (+ shipping)	\$1,600
Professional Development (Coaching, training, and in-service training)		\$3,600
OTPS - ceremony		\$4,247
Indirect Cost (RF CUNY) (10% of training fees)		<u>\$6,713</u>
Contract Total		\$307,200