THIS COOPERATIVE AGREEMENT ("Agreement"), with an Effective Date of July 1, 2016, is between the Department of Social Services of the Human Resources Administration of the City of New York ("HRA" or "the Department"), acting through its Family Independence Administration ("FIA"), with offices located at 4 World Trade Center, 150 Greenwich Street, New York, NY 10006, and The City University of New York ("CUNY"), with offices located at 205 East 42nd Street, 9th floor, New York, NY 10017(collectively, the "Parties").

WITNESSETH:

WHEREAS, HRA, consistent with the mandates of Title I of the Personal Responsibility and Work Reconciliation Act of 1996, H.R. 3734 Section 101 et seq., desires to improve its capacity to assist and monitor recipients of Temporary Assistance to Needy Families ("TANF"), Safety Net Family Assistance ("SNFA") and Safety Net Single Assistance ("SNSA") who are interested in or are attending college to pursue two and four-year degrees, or certificates in approved occupationally-oriented courses of study and literacy programs in order to become self-sufficient; and

WHEREAS, HRA wishes to expand the scope of services with CUNY in a new service delivery model and also continue to work with CUNY to provide paid Work Study positions to cash assistance recipients enrolled in CUNY two (2) and four (4) year colleges; and

WHEREAS, CUNY has the requisite experience and expertise to provide the services required and is willing to perform the services for HRA under the terms and conditions set forth herein.

NOW, therefore, the parties hereby mutually agree as follows:

ARTICLE 1. OVERVIEW AND SCOPE OF SERVICES

It is the purpose of the College Opportunity to Prepare for Employment ("COPE") Program ("the Program") to: (1) ensure that all undergraduate degree and credit-bearing certificate programs at all named CUNY colleges ("the Colleges") servicing TANF and Safety Net recipients who are pursuing approved bachelor or associate-level occupational degrees and/or certificates ("the Participants") comply with the statutory and regulatory mandates of the Personal Responsibility and Work Reconciliation Act ("PRWORA"), the New York State TANF Plan, and HRA employment program policies; and (2) provide such additional support services for Participants as the parties mutually agreed upon. In Fiscal Year 2017, CUNY COPE will be rebranded with a new name that is approved by both HRA and CUNY. Rebranding will not impact the scope of services outlined in the agreement and attached exhibits.

¹ Baruch College, Borough of Manhattan Community College, Bronx Community College, Brooklyn College, City College, College of Staten Island, Guttman Community College, Hostos Community College, Hunter College, John Jay College, Kingsborough Community College, LaGuardia Community College, Lehman College, Medgar Evers College, New York City College of Technology, Queens College, Queensborough Community College, School of Professional Studies and York College.

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- 1.1 HRA is expanding the scope of service with CUNY COPE to better meet the everevolving needs of its clients (the Participants) by connecting them to additional services
 and expanding the scope of COPE. Through this service expansion, CUNY COPE is
 structured to meet the following objectives:
 - To serve as the Administrative oversight for COPE and Work Study programs, and HRA
 clients enrolled in Accelerated Study Associate Program (ASAP), Percy Ellis Sutton
 Search for Education Elevation and Knowledge (SEEK) and College Discovery;
 - Establish a CUNY COPE presence at ten (10) additional campuses nineteen (19 total);
 - Enhance service delivery modeled after Graduation Success Initiative (GSI) best practices;
 - Refer and monitor Participants in CUNY Accelerated Study in Associate Programs (ASAP) and other academic programs they may be eligible for;
 - Offer Work Study at 19 campuses (2 and 4 year schools) providing 730 slots at any given time serving 1,100 unique participants in an academic year;
 - Develop and implement a Summer Enrichment Academy for 350 students;
 - Achieve performance goals and establish baseline metrics in identified areas; and
 - Provide consistent bi-weekly, monthly, end of semester, and annual reporting.

These objectives will be met with CUNY COPE serving as the overarching agent who will promote opportunities, develop partnerships and linkages amongst its preparatory, two, and four year education and Work Study programs at CUNY (ASAP), CUNY Start and/or Math Start. As such, this program model will be centered on six core services: advisement, personal and professional development seminar series, work opportunities, career development and work readiness, the Summer Enrichment Academy and HRA Administrative Reporting and Tracking.

- In accordance with this agreement, CUNY COPE will provide services to HRA clients and eligible individuals in three distinct ways (Assist, Track and Serve):
 - Level I Service (Assist): All HRA clients. Service: To provide W700D letters and assistance with case concerns. Estimated 5,500-6,500 unique Participants.
 - Level II Service (Track): HRA clients that are deemed eligible for Training Assessment Group (TAG). Service: W700D letter and timekeeping for courses and participation in CUNY ASAP, CUNY SEEK and College Discovery. An estimated minimum of 275 unique participants (a subset of Level I).
 - Level III Service (Serve): HRA clients who are eligible for TAG. Service: W700D, timekeeping for courses, Work Study (including CUNY ASAP Work Study participants), CUNY COPE services as further detailed in Article 5 below. Approximately 3,175 unique Participants (a subset of Level I).
 - Pursuant to this agreement, TAG eligible Participants will meet the criteria of one of the below tiers; further, Participants may move across tiers due to changes in their eligibility, which may include but not be limited to full-time vs. part-time status, acceptance into a program and the status of the 12-month lifetime limit for counting

training/education as a primary work activity.

Tier 1: CUNY ASAP HRA clients who have <u>not</u> exhausted their 12-months lifetime limit for counting training/education as a primary work activity (Level II service).

CUNY's Role:

- o Report monthly classroom attendance;
- Report bi-weekly attendance for all other non-classroom engagement activities in HRA's timekeeping system(s) during all semesters;
- Report bi-weekly classroom hours for intersession (winter and summer) in HRA's Timekeeping Provider Tracking System (TPTPS). CUNY will be responsible for collecting manual self-attestation forms for enrolled students and keep on-site for auditing purposes; and
- Collaborate with CUNY ASAP and assist with case concerns, HRA reports and other factors that may impact Participant.

Tier 2: CUNY ASAP HRA clients who have exhausted their 12-months lifetime limit for counting training/education as a primary work activity education/training engagement and will be required to engage in Work Study (Level III service).

CÚNY's Role:

- Report monthly classroom attendance;
- Report bi-weekly attendance for all other non-classroom engagement activities in HRA's timekeeping system(s) during all semesters;
- Report bi-weekly classroom hours for intersession (winter and summer) in HRA's TPTS. CUNY will be responsible for collecting manual selfattestation forms for enrolled students and keep on-site for auditing purposes;
- Assign Work Study Participants to placements and monitor/enter attendance weekly in HRA's data timekeeping system(s); and
- Collaborate with CUNY ASAP and assist with case concerns, HRA reporting and other factors that may impact a Participant.

Tier 3: HRA Clients enrolled in CUNY COPE Services (only) and require Work Study (Level III service).

CUNY's Role:

- o Report monthly classroom attendance;
- Assign Work Study Participants to placements and monitor/enter attendance weekly in HRA's data timekeeping system(s);
- Report bi-weekly attendance for all other non-classroom engagement activities in HRA's timekeeping system(s) during all semesters;
- Report bi-weekly classroom hours for intersession (winter and summer) in HRA's TPTS. CUNY will be responsible for collecting manual self-attestation forms for enrolled students and keep on-site for auditing purposes; and
- o Provide counseling/academic advising, career development and career readiness,

personal and professional development seminars, and tutoring.

Tier 4: Participants enrolled in CUNY COPE Services (only) and do not require a Work Study activity (Level III service).

CUNY's Role:

- Report monthly classroom attendance;
- o Report bi-weekly attendance for all other non-classroom engagement activities in HRA's timekeeping system(s) during all semesters;
- o Report bi-weekly classroom hours for intersession (winter and summer) in HRA's TPTPS. CUNY will be responsible for collecting manual self-attestation forms for enrolled students and keep on-site for auditing purposes; and
- o Provide counseling/academic advising, career development and career readiness, professional development seminars, and tutoring.

Tier 5: Summer Enrichment Academy - Work Study and workshops for Participants not enrolled in summer courses. (Level III service).

CUNY's Role:

- Assign Work Study Participants to placements and monitor/enter attendance weekly in HRA's data timekeeping system(s);
- o Develop Summer Enrichment Academy programing and implement services; and
- o Provide personal and professional development workshops, civic engagement opportunities, and personal research and reflection activities.

1.4 To achieve the goals of the Program, CUNY shall:

- A. Provide in-depth advisement services for Participants enrolled in COPE as further detailed in Article 5 below;
- B. Provide personal and professional development seminars for Participants enrolled in COPE, as further detailed in Article 5 below;
- C. Coordinate with HRA to offer paid on-campus Work Study opportunities for Participants to gain real work experience while enrolled in school through internships and/or the HRA Work Study Program (WSP) as further detailed in Article 5 below. All services shall be provided in the manner set forth in the WSP Scope of Services, Exhibit 1.
- D. Provide career development and work readiness services to assist Participants enrolled in COPE with career development and exploration in connection to their field of study, identify and prepare Participants for internships, work opportunities and job preparation services as further detailed in Article 5 below;
- E. Maintain responsibility and ensure the timely submission for all HRA administrative work requirements, which may include, but is not limited to,

- providing school letters (W-700D), attendance monitoring and documentation services, as further detailed in Article 5 below;
- F. Develop the Summer Enrichment Academy (scheduled for launch in Summer 2017) to provide activities for WSP Participants to remain fully engaged, as determined by HRA, between spring and fall semesters as further detailed in Article 5;
- G. Ensure continuous thirty (30) hour-per-week participation by Participants enrolled in COPE, in accordance with HRA requirements as further detailed in Article 5;
- H. Report outcomes to HRA on mutually agreed metrics and reporting schedules as further detailed in Article 6 below; and
- I. Perform timekeeping during all semesters including winter and summer sessions as further detailed in Article 5 below.

ARTICLE 2. TERM OF PERFORMANCE

- The term of this Agreement shall be for twelve (12) months, from July 1, 2016, through June 30, 2017, unless sooner terminated as provided herein (the "Initial Term").
- 2.2 This Agreement will be automatically renewed for up to three (3)-one year periods (each "Renewal Period", and, collectively, with the Initial Term, the "Term"), subject to the availability of funds and satisfactory achievement of identified outcomes as set forth in Article 6.

ARTICLE 3. RESPONSIBILITIES OF HRA

HRA/FIA shall provide Program support as follows:

- A. Provide CUNY with official FIA Attendance Rosters and train CUNY staff to use the Rosters and identify a streamlined process for attendance reporting across timekeeping database systems;
- B. Inform CUNY of any changes in the status of any Participant that may affect their participation in the Program;
- C. Assist CUNY staff's efforts to inform eligible Cash Assistance recipients of their right to attend college;
- D. Assist CUNY staff's efforts by creating a stronger bridge to ASAP and increase Participant awareness of the program;
- E. Use its best efforts to promote CUNY Start and Math Start as viable options for Participants who may be in need of remedial studies before matriculating.

- F. Provide financial counseling and debt advisement services to help Participants understand the associated costs and financial aid savings;
- G. Use its best effort to provide general financial literacy and debt advisement counseling for Participants;
- H. Use its best efforts to provide CUNY staff with development and training opportunities;
- I. To the best of HRA's ability, provide assurance that the HRA/FIA staff providing direct client services understand and reflect the mission, goals, objectives, policies and procedures of overarching Program goals.
- J. To the best of HRA's ability act as an information clearinghouse providing CUNY with any materials, which are available to HRA, on education and welfare;
- K. To the best of HRA's ability, assign graduating Participants to COPE Job Search. Such assignments shall be to the Participant's Home College and permit Participants to engage in job search activities for 15 hours per week, for up to 6 weeks after graduation contingent upon meeting HRA's eligibility criteria, and
- L. Promptly respond to inquiries from the CUNY central office and campus staff relating to eligibility of students who request COPE services, and verify the participants Cash Assistance case status. As a condition to HRA's obligation to confirm and verify participant's eligibility and case status CUNY must have provided, reviewed and collected a signed written consent from each COPE participant (or their legal parent or guardian, as required) authorizing HRA to disclose such information to CUNY for purposes of the Program (a "Consent"), as further described in Article 5.2 (blank copy of which is attached hereto as Exhibit 2). In the event of a disclosure of such confidential information, the parties agree to take reasonable precautions in exchanging the confidential information to prevent data breaches, including, but not limited to: use of secure methods when transmitting such information electronically.

ARTICLE 4. ADDITIONAL PROJECTS

- 4.1 CUNY and HRA may collaborate in the design and implementation of additional, mutually agreed-upon special tasks, including, but not limited to:
 - A. Researching the population being served and their needs;
 - B. Evaluating the implementation and effectiveness of the Program; and
 - C. Collaborating in other projects intended to improve the ability of CUNY and HRA to provide Participants with appropriate quality services.

4.2 At the discretion of HRA, any task undertaken pursuant to Article 4.1 shall be on a pilot basis, and the parties understand and agree that it may require a separate agreement and/or additional monies to implement any such task.

ARTICLE 5. GENERAL RESPONSIBILITIES OF CUNY

- 5.1 CUNY shall implement the COPE Program at the Colleges to provide a menu of enriched services for Participants, which may include but are not limited to, the following:
 - A. Operate COPE at each College offering associates and/or bachelor's degrees to Participants from enrollment through degree-completion to help ensure that Participants meet both their Cash Assistance work requirements and College academic requirements;
 - B. Structure COPE to promote retention of all enrolled Participants and improve their prospects of graduating in a timely manner;
 - C. Conduct outreach and recruitment activities to identify Participants eligible for the COPE Program and provide a formal orientation to advise them of the new services available through the COPE program and their New York City Cash Assistance work obligations, and help them develop a plan to meet these obligations while pursuing individual courses of study. Assist Participants to enroll in special academic support programs prior to and/or upon matriculation to enhance their likelihood of academic success, including but not limited to CUNY ASAP, SEEK, College Discovery, and CUNY Start;
 - D. Promptly respond to inquiries from HRA. To confirm and verify participant's eligibility and case status CUNY must have provided, reviewed and collected a signed written consent from each COPE participant (or their legal parent or guardian, as required) authorizing HRA to disclose such information to CUNY for purposes of the Program (a "Consent"), as further described in Article 5.2 (blank copy of which is attached hereto as Exhibit 2). In the event of a disclosure of such confidential information, the parties agree to take reasonable precautions in exchanging the confidential information to prevent data breaches, including, but not limited to: use of secure methods when transmitting such information electronically.
 - E. Provide advisement counseling and academic support to all cash assistance recipients. Conduct rigorous assessments to identify and address potential obstacles to retention and graduation. Participants will be required to meet with staff to receive academic, personal and career planning support. A three-level advising model (High, Medium and Low need) will be created based on assessments each semester of Participants' academic progress, personal issues (financial issues, family supports, housing/shelter stability, and health issues) and compliance with requirements. See Exhibit 3 for additional details on the advising model.

- F. Offer and monitor other appropriate activities to enable Participants to meet the FIA-mandated up to 30-hour simulated work week. Provide case management and referrals to services such as tutoring, counseling, job placement, and other additional support necessary to keep Participants enrolled in college and progressing toward degrees while continuing their Cash Assistance work assignments. Provide a variety of academic tutoring arrangements as well as study groups to foster academic and social connections and encourage persistence.
- G. Develop and implement a series of personal and professional development seminars for enrolled Participants. Seminars will be scheduled throughout the semester on a weekly basis on topics that include but are not limited to, goal setting, time management, academic success strategies, financial literacy and budgeting, and self-advocacy. The seminars will be voluntary and may offer modest incentives (gift cards or book vouchers for participating in multiple seminars each semester) to promote active involvement by Participants.
- H. Offer paid on-campus Work Study opportunities for Participants to gain real work experience while in school. The Work Study Program will expand to provide 730 slots at any given time serving 1,100 unique participants in an academic year, including ASAP Participants (Tier II). CUNY will continue to develop oncampus WSP placement slots, conduct bi-weekly orientations for the program, manage the roster, monitor attendance of students, and conduct student evaluations, identify appropriate placement slots for Participants on campus and maintain a pool of available slots, and address any issues students are having with the placement sites (punctuality, dress code, and professionalism). All Participants engaged in the Work Study Program and entering an internship will be required to partake in the Work Readiness Workshop to complete/review resumes, and discuss interview prep and workplace behaviors prior to being placed in their assignment. (See Exhibit 1 for additional detail on WSP).
- I. Provide Career Development and Career Readiness services to assist Participants explore career opportunities in connection to their field of study. Self-assessments and one-on-one sessions will be conducted for the entire caseload at each campus to discuss career goals each semester. Other services will include facilitating career development workshops and identifying and preparing Participants for internships and work opportunities. All Participants who partake in workshops will complete a work portfolio containing an up-to-date resume, references, and samples of work. Direct job placement services will be coordinated with on-campus career services and be targeted to soon-to-be or recent graduates. CUNY will also connect recent graduates to services offered by CUNY campus Career Placement offices.
- J. COPE staff will maintain responsibility for all HRA administrative work including School Training/Enrollment Letters (W-700D), attendance monitoring, assistance with case issues and reporting as outlined in Article 6.

- HRA School Letters (W-700D) will be completed for all HRA clients requesting one each semester.
- Classroom attendance will be managed through the online Smart Evals system for faculty to enter attendance during the spring and fall semesters. CUNY COPE will coordinate with HRA/MIS to receive accurate and timely data files of Participants requiring attendance monitoring each semester. It is expected that classroom attendance will be reported during the school year including winter and summer sessions. CUNY will report monthly attendance during the fall and spring semesters through data file exchanges, and will report bi-weekly classroom hours for intersession (winter and summer) in HRA's TPTS timekeeping system. CUNY will be responsible for collecting manual self-attestation forms for enrolled students and keep on-site for auditing purposes.
- 3) COPE will utilize the TPTS to track biweekly attendance for supervised homework, Federal Work Study and internships. TPTS will also be used to track attendance for the Summer Enrichment Academy once launched.
- 4) COPE will utilize the Daily Timekeeping System (DTS) to track the daily hours of Participants in the HRA Work Study Program, and the RFCUNY system is used to complete payroll. In addition, CUNY will be developing and implementing its own data system to track the utilization of program services including advisement services, workshops, academic progress and internships/WSP.
- 5) COPE staff will engage directly with staff from HRA's Training and Assessment Group (TAG) and Job Centers and serve as a liaison with Participants to address case issues including but not limited to child care, carfare, conciliations and fair hearings.

K. Summer Enrichment Academy

CUNY will launch the Summer Enrichment Academy in summer 2017 and provide activities for 350 participants who are not enrolled in courses to remain fully engaged between spring and fall semesters. The Academy will include four components: Work Study placements, civic engagement workshops, and volunteer opportunities. This combination of activities will total up to 11 hours per week.

- CUNY will coordinate Work Study placements. Each WSP Participant will
 continue in an on-campus work assignment for up to 19 hours per week
 throughout the summer.
- 2) CUNY will develop and facilitate interactive civic engagement workshops. The workshops will cover a range of topics including career exploration, work readiness, leadership development, community participation, and civic

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- engagement. The workshops, led by COPE staff, will also explore group dynamics, goal setting, team building, and intrinsic and extrinsic motivation, and encourage students to reflect on their own experiences and behaviors.
- 3) CUNY will identify and develop volunteer opportunities at non-profit organizations with established Workers Compensation benefits and ensure placement locations and assignments are in full compliance with all Department of Labor regulations. To put their learning into practice, WSP Participants will volunteer for agencies and non-profit organizations in New York City. Volunteer events will take place during the summer where Participants will travel to organizations and participate in projects that have social missions.
- As a condition to HRA's obligations to disclose any information concerning Participants under Article 3(L) and 5.1 (D), CUNY must have received a signed Consent from such Participant (or their legal parent or guardian, as required). CUNY must retain signed Consents in accordance with Article 11 and must provide copies of Consents to HRA for inspection upon request. CUNY is not otherwise obligated to obtain Consents from Participant; in the event CUNY is unable to obtain Consent for a particular Participant, HRA shall have no obligation to provide information or verification related to such student under Article 3(L) and 5.1(D).
- 5.3 The CUNY Office of Academic Affairs shall coordinate and oversee the Program. To that end, the CUNY Office of Academic Affairs shall:
 - A. Designate a University Program Director who shall:
 - 1. Convene regular COPE staff meetings;
 - 2. Act as a liaison between CUNY and HRA/FIA;
 - Coordinate and supervise the collection of all data the Program requires;
 - 4. Ensure that all reports required by FIA are timely submitted as further described in Article 6 below.
 - B. Meet with the FIA Assistant Deputy Commissioner or designee, representatives from CUNY and FIA who supervise work assignments and attendance verification and WSP to identify training needs, and to guide, develop, and evaluate communication strategies among the Program constituencies.
 - C. Assist HRA in appropriately referring Participants who are unable to benefit from the Program.

ARTICLE 6. OUTCOMES AND ESTABLISHING BASELINE METRICS

Outcomes will be provided on the following:

- A. Graduation Rates COPE will graduate at least 35% of Participants on-time. On time graduation will be defined for first time-freshmen, as graduating within 3 years with an Associate degree and within 6 years for a Bachelor's degree. For currently enrolled Participants, a projected "on time" graduation date will be set during the initial advisement session.
- B. Retention Rates COPE will retain at least 75% of 1st year Participants to the next year, at least 65% of 2nd year students to the next year, and at least 60% of 3rd year
 Participants to the next year.
- C. <u>Employment</u> COPE will employ at least 200 Participants in FY17 and each fiscal year thereafter. The focus will be on soon-to-be and recent graduates.
- D. Assessment and Counseling As is illustrated in the following chart, COPE will provide at least 16,000 advising sessions during the year. All students will be designated as "high need" during their first semester of engagement and will be required to attend at least three (3) advisement sessions during the semester. In the following semester, COPE will ensure that:
 - 1) 25% of engaged students (or 775 participants) move to the low need category and require one advisement session per semester.
 - 2) 35% of engaged Participants (or 1085 participants) move to the medium need category and require two advisement sessions per semester.
 - 3) 40% of engaged Participants (or 1240 participants) remain high need category and require at least three (3) advisement sessions per semester.

	Number of Participants engaged	Number of required advisement sessions	Total number of advisement sessions
1 st semester			
High Need	3,100	3	9,300
2 nd semester		······································	
High Need	1,240	3	3,720
Medium Need	1,085	2	2,170
Low Need	775	11	775 .
Total			15,965

E. Work Study Program and Other Work Opportunities

1) CUNY COPE will increase the number of Participants participating in

- internships by 20%. The goal is to have at least 210 students in internships in FY17 and continue to increase each fiscal year thereafter.
- 2) Enroll 1,100 (unduplicated count) Participants with an on-going caseload of 730 participants in the Work Study Program.

F. Summer Enrichment Academy

- 1) COPE will enroll at least 350 Participants in the Summer Enrichment Academy each year.
- 2) Administer pre- and post-seminar surveys to gauge increases in content knowledge, progress on objectives (i.e., learning to ask for help, managing finances and building networks), and satisfaction with the workshops and volunteer placements.
- Establish baseline understanding of why Participants did not enroll in intersession courses

G. Additional Outcomes, Evaluations and Reporting

- 1) COPE will increase intersession course enrollment through advisement and use of funds included in the budget to provide financial support for Participants. Approximately up to 125 Participants may be served depending on the cost of courses.
- At of the signing of this agreement, there is no baseline data for several academic outcomes. After the Fall 2016 semester, COPE will provide baseline data from the enrolled Participants in which HRA will use to establish performance goals in the outlying years of the agreement as follows:
 - Number of Participants who drop or withdraw from classes each semester
 - Number of Participants who withdraw from school for a semester ("stop out")
 - c. Number of credits attempted and the number of credits earned each semester.
 - d. Semester Grade Point Average (GPA)
 - e. Cumulative Grade Point Average (GPA)
 - f. Number of participants enrolled in intersession (winter and summer) courses
 - g. Increase in the number of students enrolled in intersession (winter and summer) courses (establish baseline).
- H. CUNY COPE will work with HRA's Educational Services and Office of Planning and Performance Management ("OPPM") to define reporting needs. At a minimum, CUNY will produce the following:

- Biweekly/Monthly Reports will include but is not limited to WSP Enrollment, number of W700-D school letters completed, number of Participants attending advising sessions, number of Participants receiving academic tutoring, number of workshops held, and number of Participants attending workshops.
- 2) End of Semester Reports will include but not be limited to: number of Participants retained, number of Participants on track to graduate on time, number of students on academic probation, overall average number of credits attempted/credits earned, GPA and overall GPA, pre- and post-program survey results.
- Annual Report- Prepare and submit, by November 1, 2017 and each fiscal year thereafter, a comprehensive Annual Report addressing: (a)

 Participants' attendance and course completion; (b) each of the Program activities described in this Agreement; (c) intra-university coordination; (d) the collaboration between HRA/FIA and CUNY; (e) any innovations; and (f) Program accomplishments, problems, actions taken/recommended and reflections, where appropriate;
- 4) CUNY reporting will be based on the CUNY registration file which is transmitted from CUNY to HRA periodically throughout the year and matched with HRA/MIS. Known as the Showfile, data will be structured to capture the name, case number, case type, case status, contact information, personal demographics and other data points to be determined for reporting purposes. At other points throughout the year, a similar Allocation file will be transmitted to capture data reporting on clients who have applied and been accepted to CUNY, but have not yet been enrolled in courses, typically first time freshmen.
- 5) CUNY will be creating its own internal database to track and monitor Participants' activities and progress. Evaluation and analysis will be completed on an annual basis comparing the progress of COPE students to COPE-eligible non-participants who are not in the program.
- 6) CUNY will utilize campus-reported data for the timely submission of monthly, end of the semester and annual reports. Updated reports will be provided when the official University data systems is finalized, typically up to six months after the end of a semester.

ARTICLE 7. PAYMENT

The FY17 budget includes funding for students' wages in the Work Study Program and funding for program operations (Attachments A, B and C).

- 7.1 In accordance with the Budget HRA agrees to pay and CUNY agrees to accept as full payment for the services provided hereunder an amount not to exceed twelve million one-hundred thirty-seven thousand nine hundred thirty-three dollars (\$12,137,933) for the Initial Term of this Agreement. The amounts to be paid under this Article shall be automatically renewed for each Renewal Period (with the exception with cost associated with Program Development), unless such amounts are changed pursuant to the terms of this Agreement.
 - A. The first seven million three hundred eighteen thousand one hundred sixty-three dollars (\$7,318,173.00) will be available for disbursement to CUNY pursuant to the line item budget and shall be paid to CUNY in twelve monthly installments on a cost reimbursement basis.
 - 1. The line item budget shall include one hundred thousand dollars (\$100,000.00) to be allocated to support intersession tuition for Participants in need. HRA to approve criteria to receive award and documentation for expenditures once approved.
 - 2. The line item budget shall include one hundred fifty one thousand three-hundred twenty dollars (\$151,320.00) to be allocated for the use of book vouchers or gift cards to promote student participation in workshops and recognition of academic achievement (pre-approved by HRA) provided to eligible Tier III and Tier IV Participants.
 - 3. The line item budget shall include thirty-two thousand dollars (\$32,000.00) to be allocated towards COPE program marketing and branding (pre-approval required by HRA) for which expenditures will require approval of HRA.
 - 4. The line item budget shall include one hundred seven thousand sixhundred seventy five dollars (\$107,675.00) to be allocated towards meetings and group activities for which expenditures will require approval of HRA
 - B. An additional four million eight hundred nineteen thousand seven hundred sixty dollars (\$4,819,760.00) will be available for disbursement to CUNY pursuant to the line item budget for student wages in the WSP and shall be paid to CUNY in twelve monthly installments on a cost reimbursement basis.
- 7.2 All Invoices shall be signed by RF's Director of Grants and Contracts and shall contain 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 the price and amount, that it is necessary for the proper transaction of the business of HRA, that it was incurred solely for the benefit of the City of New York,

U-CUNY-COPE
Cooperative Agreement

that no part of the amount claimed therein has been previously certified and that the amount is solely for the operation of said program described on this invoice."

- 7.3 The funds payable pursuant to this Agreement shall be used exclusively for expenditures incurred in connection with this Agreement, and for no other purpose.
- 7.4 Payment shall be made on the basis of approved invoices submitted on a monthly basis Invoices for payment shall be accompanied by reasonable supporting documentation satisfactory to HRA and submitted to:

Bureau of Accounts Payable and Reporting
HRA Finance Office - Office of Fiscal Operations
150 Greenwich Street, 33rd floor
New York, NY 10006
Attn: Madlyn Korman

ARTICLE 8. RESEARCH FOUNDATION AS FISCAL AGENT

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 agent to CUNY and administer the funds for this Agreement. The RF, acting as CUNY's fiscal agent for sponsored programs, will prepare monthly invoices, which will be supported by the RF's computer printout.

ARTICLE 9. OWNERSHIP OF ITEMS PURCHASED AND DELIVERED

All furnishings, goods, equipment, supplies, and other property required to be purchased in whole or in part by funds provided by the City under this Agreement ("City-owned property") shall be clearly marked or identified by CUNY as HRA/City-owned property. During the term of this Agreement and any renewals thereof, such HRA/City-owned property shall remain in CUNY'S custody and control. While in CUNY's custody or control, any such property shall be maintained in first-class condition and CUNY shall bear all risk of loss and/or damage with respect thereto, normal wear and tear excepted. CUNY shall not dispose of HRA/City-owned property without the prior written approval of HRA. All deliverables required by this Agreement shall be the sole property of HRA and CUNY shall not allow the same to be used except for the purposes of this Agreement without the express written permission of HRA. CUNY shall maintain an up-to-date inventory of furniture and equipment and submit it as requested by HRA and as part of the last invoice submission.

ARTICLE 10. PUBLICITY AND INTELLECTUAL PROPERTY

10.1 The prior written approval of the other party is required before a party or any of its employees, servants, agents, or independent contractors may, at any time, either during the term of or after the completion or termination of this Agreement, make any statement or issue any communication to the press bearing on the work performed or data collected

U-CUNY-COPE Cooperative Agreement 08/10/16

- under this Agreement.
- Instructional materials and curricula used in established CUNY for-credit and continuing education courses shall be the sole property of CUNY or as established in CUNY's Intellectual Property Policy.
- 10.3 Any and all materials written or developed by CUNY under the terms of, or specifically for utilization under, this Agreement shall become the exclusive property of HRA and shall not be used by CUNY except as permitted in subdivision 4 below.
- 10.4 Neither party shall publish any materials nor any work dealing with any aspect of performance under this Agreement, nor of the results and accomplishments thereof, without the prior written permission of the other party, which shall not be unreasonably withheld. In the event such permission is granted, the other party 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, 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, HRA will give CUNY and the principal investigator full credit.
- 10.5 This Article shall remain in full force and effect following the termination of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

Both parties agree to retain (in hard copy and/or electronic format) all books, records and other documents relevant to this Agreement for six (6) years after the date of final payment or termination of this Agreement, whichever occurs later. City, State and Federal auditors and any other persons duly authorized by the parties shall have full access to and the right to examine any of these materials during said period.

ARTICLE 12. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State, and Local Laws, rules, and regulations in effect at the time such services are rendered including, without limitation, the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504, of the Rehabilitation Act of 1973, and 45 CFR parts 84 and 85.

ARTICLE 13. CONFIDENTIALITY

All information obtained, learned, developed or filed by either party in connection with Participants or services, including data contained in official HRA or CUNY files or records, shall be held confidential by both parties pursuant to the provisions of the Social Services Law of the State of New York, the Federal Social Security Act, and any applicable regulations promulgated thereunder, and shall not be disclosed by either party to any person, organization, agency, or other entity except as authorized or required by law.

- All of the reports, information, or data furnished to or prepared, assembled or used by either party under this Agreement shall be held confidential, and each party agrees that the same shall not be made available to any individual or organization without the prior written approval of the other party, except as directed by a court of law in a proceeding in which the other party has been provided notice of the request for such disclosure.
- All Participant information obtained by or from CUNY shall be held confidential pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g).

ARTICLE 14.

SURVIVAL

The provisions of Articles 7 through 20 of this Agreement shall remain in full force and effect following the termination or cessation of the services required by this Agreement.

ARTICLE 15.

SUPERVISION

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 4, Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

ARTICLE 16.

TERMINATION

- 16.1 The parties shall have the right to terminate this Agreement in whole or in part as follows:
 - A. By either party without cause, upon three (3) months' advance written notice; or
 - B. By either party for good cause, upon thirty (30) days' advance written notice, with an opportunity to cure within the said thirty (30) days.
- 16.2 Further, HRA shall have the right to terminate this Agreement in whole or part if Federal or State reimbursement is terminated or not allowed.
- 16.3 HRA shall have the further right, in its sole discretion, upon thirty (30) days' advance written notice, to terminate this Agreement in whole or in part, or to reduce the funding and level of services in the event of a reduction or discontinuance of such funding by action or change of Federal, State, or City government policy; law, or regulation (a "Governmental Funding Event"), provided that HRA uses its best efforts to immediately inform CUNY from time to time of the possibility of the occurrence of any Governmental Funding Event. In the event HRA provides notice under this paragraph of its reduction of funding for the Agreement or its termination of the Agreement, HRA shall cooperate with CUNY and the RF to reduce or wind-down the Program, as applicable.

16.4 If this Agreement is terminated, for whatever reason, HRA shall pay all of CUNY's costs and non-cancellable obligations properly incurred up to and including the effective date of such termination.

ARTICLE 17.

ASSIGNMENT

Except as provided in Article 7 above, CUNY shall not assign the performance, in whole or in part, of any obligation or duty that results from this Agreement, nor any right, title, or interest accruing under it, nor CUNY's power to execute this Agreement, to any other entity, without obtaining the prior written consent of the Commissioner of HRA or his/her designee (which consent shall be attached to the original Agreement), subject to such conditions and provisions as the Department deems necessary. No such consent by the Department shall be deemed to allow CUNY to incur any obligation in excess of the reimbursement limits stated in this Agreement. Any such assignment, transfer, conveyance, sublease, or other disposition without such consent shall be void.

ARTICLE 18.

NOTICE

All notices required by this Agreement shall be delivered by hand or trackable overnight delivery service:

TO THE CITY UNIVERSITY OF NEW YORK

Office of Academic Affairs
The City University of New York
205 East 42nd Street, 9th floor
New York, NY 10017,
Attn: NYC HRA CUNY MOU - COPE

And, for legal matters:

The Office of General Counsel
The City University of New York
205 East 42nd Street, 9th floor,
New York, NY 10017,
Attn: NYC HRA CUNY MOU - COPE- Joan Margiotta

And, for fiscal matters:

Director of Grants and Contracts
The Research Foundation of The City University of New York
230 West 41st Street
New York, NY 10036
Attn: NYC HRA CUNY MOU - COPE

TO NYC HRA

Ms. Sarah Haas
Assistant Deputy Commissioner
Contracts, Budget, and Special Services
Family Independence Administration
150 Greenwich Street, 35th floor
New York, NY 10006

Attn: NYC HRA 2017 CUNY MOU - COPE

ARTICLE 19.

AMENDMENT

This Agreement may be amended by the parties in writing. It may not be amended orally. Renewals may be effectuated automatically as set forth in the Agreement, provided, however that any changes to the terms of the Agreement in any such renewal must be documented in an instrument signed by both parties.

ARTICLE 20.

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties, and no other Agreement, written or oral, regarding the subject matter of this Agreement shall be deemed to exist, to bind either of the Parties nor to vary any of its terms.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

CITY OF NEW YORK Human Resources Administration	The City University of New York
BY: MM/ NAME: Vnersh/h TITLE: Au	BY: Frederick P. Schaffer TITLE: General Counsel & St. VC For Legal Affairs
DATE: 11 6/2 /1/9	DATE: 11/2/16
	Approved As To Eorm The City University of New York Office of the General Counsel Date: 11/2/16

ACKNOWLEDGEMENTS

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COUNTY OF NEW YORK)
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NOTARY PUBLIARON JAMES-LEONCE Commissioner of Deeds
STATE OF NEW YORK) City of New York No. 2-13026 Certificate Filed in New York County Commission Expires May 01, 20 COUNTY OF NEW YORK)
On this
for the purpose therein mentioned. **Soline fall- Theorem NOTARY PUBLIC**
SOPHIA WALSH-NEWMAN Notary Public, State of New York No. 01WA5023913 Qualified in Queens County Commission Expires <u>March</u> 29 2018

EXHIBIT 1 WSP Scope of Services

HRA Work Study Program (WSP)

Providing paid work study opportunities for Cash Assistance (CA) students at CUNY colleges

Background

Starting in January 2015, HRA eliminated unpaid Work Experience Program (WEP) positions for CUNY students and replaced those positions with paid Work Study opportunities. The HRA Work Study Program provides paid work opportunities for undergraduate students who are approved by HRA for college attendance, have registered all of their eligible activities with HRA (internship, Federal Work Study, etc.), and still need at least one hour of additional activity to meet HRA's full-time participation requirement.

Program Operations

The Work Study Program will manage an on-going caseload of 730 students in FY17, with an unduplicated count of 1,100 students.

Eligibility for the HRA Work Study Program (WSP) is determined by HRA. The agency determines if public assistance recipients are employable and thus required to participate in work activities and the number of hours required. Public Assistance recipients who are enrolled at CUNY are required to engage in 30 hours of activity per week. The number of hours a student is assigned in the Work Study Program is determined by HRA by taking the amount of hours s/he are scheduled to attend classes per week with the homework hours allotted by HRA, Federal Work Study, Internship and subtracting that from the 30 hours per week. The difference is the number of hours HRA assigns to Participants in the Work Study Program.

Students can be assigned for a maximum of 19 hours per week in WSP. CUNY conducts a biweekly program orientation for all newly assigned students. Students report to their assignment at their individual college or at the Central Office. During orientation, students' enrollment and required hours are confirmed, an intake form is completed and they are provided an overview of the program, rules and regulations, and are given an appointment to report to the CUNY Central Office. for RF Orientation to be added to payroll.

WSP participants become employees of the Research Foundation, classified as part-time B employees. As such, these students will be entitled to statutory benefits, including sick leave. Earnings from WSP do not count against participants' cash assistance benefits.

Work Study placement slots are developed at each campus. Staff works with participants to match their placements to their course of study or interests, taking into account students' skills and class schedule.

Students are monitored on a weekly basis at their placement sites. On-campus staff collects weekly timesheets to report attendance to HRA via the Daily Timekeeping System (DTS). Site supervisors complete student evaluations

Program Cost

The total cost of the WSP will be \$4,819,760. The WSP students' wages include the minimum wage increase to \$11 per hour beginning December 31, 2016.

Work study wages (plus statutory fringe; see below) 730 students at an average hourly rate
of \$10.00-\$11.00 per hour. Participants will be paid for up to 19 hours per week while
enrolled in the program (hours to be determined on an individual basis based on HRA's
eligibility criteria)

STUDENT RELEASES

I. FERPA RELEASE: PERMISSION FOR ACCESS TO EDUCATIONAL RECORDS

This form allows students to grant third parties, including parents, access to their educational records maintained by the student's college. The Family Educational Rights and Privacy Act of 1974 ("FERPA" or the "Buckley Amendment") prohibits access to, or release of, educational records or personally identifiable information contained in such records (other than directory information) without the written consent of the student, with certain regulatory exceptions. A description of a student's rights under FERPA is set forth in more detail in the college catalog.

Participant Name (please print):	
Social Security Number or University Identification Number:	:
I, the undersigned, herby authorize The City University of New York (including, without, limitation constituent colleges and units, "CUNY") and CUNY's College Opportunity to Prepare for Employ	on, its /ment

Program (the "COPE Program") to release the following records and information (identify records or types of records below):

Demographic information (such as age, gender, and ethnicity), public assistance participation status, service utilization and employment information (including, but not limited to all employment placements

Demographic information (such as age, gender, and ethnicity), public assistance participation status, service utilization and employment information (including, but not limited to, all employment placements related to the COPE Program, and employer name, salary, job title, start date, copies of pay stubs, and the like), testimonials, materials submitted by staff to nominate student for awards or special recognition, class enrollment and attendance, COPE Program and academic progress, college schedule and credit information (including but not limited to all student classes, labs, work study jobs and internships, and the like), grade point average, and a completed copy of this "Student Releases" document and all information contained herein.

These records can be released to the following person/agency:

New York City Human Resources Administration ("HRA")

These records are being released for the purposes stated below:

To illustrate and document the impact, performance and outcomes of the COPE Program and to comply with requirements of funding sources. In addition, the information may be used by HRA for Cash Assistance and Food Stamp purposes.

Note: Please note that "directory information" can be given out without the student's written consent. The City University of New York defines the directory information to include such information as a student's name, attendance dates, home and e-mail address, telephone number, date and place of birth, photograph, status (e.g., full/part-time, undergraduate/graduate), degree program, credits completed, major, student activities and sports, previous school attended, and degrees, honors and awards received. This information may be released to anyone, unless restricted by written authorization of the student. Contact the COPE Program Director if you wish to restrict this information.

II. HRA RELEASE; PERMISSION TO RELEASE PUBLIC ASSISTANCE RECORDS

This form also allows the student identified above to grant the New York City Human Resources Administration ("HRA") the right to release the student's Cash Assistance and Food Stamp records.

I, the undersigned, hereby authorize HRA to disclose to The City University of New York (including, without limitation, its constituent colleges and units, "CUNY") and to CUNY's College Opportunity to Prepare for Employment Program (the "COPE Program"), my Cash Assistance and Food Stamp records so that the COPE Program may verify my eligibility for its services. I understand that my Cash Assistance and Food Stamp records will not be used by CUNY or the COPE Program for any other purpose or shared with any other person or entity without my prior written consent.

This authorization to release the above information is valid from the date of signing until I no longer participate in the COPE program. I understand that I may revoke this authorization except to the extent that

action has already been taken based on this authorization. I have the right to revoke this authorization at any time upon written notice to HRA and CUNY at the following addresses:

To HRA:

Educational Services/Training assessment Group (TAG)
Family Independence Administration
109 East 16th Street, 9th Floor
New York, NY 10003
Attn: NYC HRA 2017 CUNY MOU - COPE

To CUNY:

Office Of Academic Affairs
The City University of New York
205 East 42nd Street, 9th Floor
New York, NY 10017
Attn: NYC HRA CUNY MOU - COPE

I understand, that such a revocation may affect my eligibility for HRA benefits.

Two duplicate originals of this form shall be produced and executed. One such original shall be given to and kept by HRA and the other original shall be given to and kept by CUNY.

Applicant's/Participant's Signature	Date

EXHIBIT 3 CUNY COPE Advising Model

CUNY will implement an "intrusive" three-level advising model based on the successful advising models from CUNY ASAP and GSI.

The model begins with a comprehensive assessment based on academics (grades, remedial courses, and class withdrawals or failures), personal issues (health, housing, family support, motivation, and communication skills), and compliance issues (attendance, HRA appointments, etc.).

Based on these all criteria, students will be categories as:

- High Need Requiring at least 3 advisement sessions per semester
- Medium Need Requiring at least 2 advisement sessions per semester
- Low Need Requiring one advisement session per semester

Participants will be assessed based on the following criteria:

High Need

- Low GPA
- Outstanding remedial course work
- Course failure or withdrawal against advice of advisor
- Housing issues
- Legal issues
- Health issues
- Trouble communicating needs to staff
- Lack of motivation or confidence
- Poor attendance
- Misses HRA appointments

Medium Need

- Approaching graduation, last semester
- Modest GPA and credit accumulation
- Struggle to complete remedial courses
- Variety of personal issues, but can communicate needs and seeks assistance
- Average attendance
- Addresses issues with HRA

Low Need

High GPA and credit accumulation

- No course failures or withdrawals
- Good attendance
- Engaged in college life
- Positive attitude and high level of self-awareness

Proactive in meeting HRA requirements

All first semester Participants will be categorized as "high need" and will be required to partake in advisement sessions at a minimum of three times during their first semester of engagement with the program. Thereinafter, Participants will be reassessed every semester and assigned to a needs category as described above. CUNY anticipates the majority of Participants to see advising services beyond the required minimums each semester.

Each advisor will manage a caseload of 100 Participants, and Participants will have the same advisor through completion of their program. Advising will be a combination of individual advising (face-to-face, email, online, phone) and group sessions.

Participants will create three goals each semester – an academic goal, a personal development goal and a career planning goal. The assessment each semester will include an appraisal of progress and the establishment of new goals for the semester.

Advisors will provide both academic and personal advising. An academic assessment will outline a Participant's academic goals, courses completed, credits earned, grades, and classes to be taken in remaining semesters to graduate. The assessment will also establish an expected graduation date for each participant. Personal advising will address issues impacting Participants ability to attend class and participate in COPE activities. Sessions will revolve around problem solving with Participants around legal, housing, or personal issues, as well as navigating the college.

ATTACHMENT A

CUNY COPE/Work Study

FY17 Budget

		Total
Projected Caseload		
	<u> </u>	
Personnel Services (PS)		
University Director	\$	126,880
Deputy Directors (2.5 FTEs)	\$	240,110
Program Coordinator (WSP)	\$	72,800
REPS	\$	100,000
Administrative Coordinators (WSP - 2)	\$	85,600
Fiscal Coordinators (WSP - 3)	\$	141,000
Professional Devlp & Curriculum Design	\$	40,000
Student Wages	\$	4,016,460
Campus Director/Coordinator	\$	1,114,000
Advisor	\$	1,476,500
Attendance Monitor/Prgm Asst.	\$	545,896
Career Work Readiness Specialist	\$	443,000
Tutors (part-time)	\$	95,000
Faculty Release Time	\$	36,000
Personnel Salaries Subtotal	\$	8,533,246
Fringe (38%)	\$	1,684,079
Fringe (9.5%)	\$	389,639
Faculty Release Fringe (49%)	\$	17,640
MTA tax (.34%)	\$	29,013
Subtotal Personnel Services	\$	10,653,616
OTPS		
Supplies	\$	65,625
Marketing	\$	32,000
Incentives	Ś	151,320
Meetings & Group Activities	\$	107,675
Intersession Tuition	\$	100,000
Subtotal OTPS	\$	456,620
Direct Costs	\$	11,110,236
Indirect Cost (9.25%)	\$	1,027,697
TOTAL		-
TOTAL	\$	12,137,933

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Attachment C

FY '17 CUNY EDGE Budget Breakdown

Program name		<u>Bu</u>	dget str	<u>ucture</u>			
	Budget Code	Object <u>Code</u>	<u>Sub-</u> Object	Reporting Category	Claiming Function	<u>F</u>	Y '17 Budget Amount
CUNY EDGE - Student Wages	6603	51B	01	WQ89	SJ20	\$	4,411,680
EDGE/Student Wages Overhead	6603	51B	02	WQ92	SJ20	\$	408,080
CUNY EDGE - Other Services	6603	51B	39	WQ93	SJ20	\$	7,318,173
				Total FY '17 B	ludget	\$	12,137,933

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