

**INTRA-CITY AGREEMENT
BETWEEN HRA, CEO AND DOE REGARDING THE
EVALUATION AND MONITORING OF THE UNIVERSAL PRE-KINDERGARTEN
PROGRAM**

THIS INTRA-CITY AGREEMENT ("Agreement") dated as of August 1, 2014, between the New York City Department of Education ("DOE"), with offices located at Tweed Courthouses, 52 Chambers Street, New York, NY 10007, the City of New York Human Resources Administration ("HRA") with offices located at 180 Water Street, New York, NY 10038, and the City of New York Center for Economic Opportunity (CEO) (together, the "Parties", one being a "Party").

WHEREAS, HRA provides services and temporary assistance to families and individuals with economic and social service needs to assist them in achieving their highest level of self-sufficiency and to help them remain self-sufficient; and

WHEREAS, DOE provides public education to children in New York City; and

WHEREAS, the New York City Center for Economic Opportunity ("CEO") and DOE have chosen the research and evaluation firm Westat to conduct two interrelated studies that together form a systemic approach to the evaluation of the implementation and outcomes of New York City's expansion of Universal Pre-Kindergarten ("UPK");

WHEREAS, on April 3, 2012, HRA and CEO entered into an agreement with Westat to provide government research and evaluation services (the "Westat Agreement"); and

WHEREAS, DOE wishes to provide funding to HRA to provide the DOE with monitoring and evaluation services pursuant to the Westat Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. TERM OF THE AGREEMENT

The term of this Agreement shall be effective starting August 1, 2014 and shall continue through October 15, 2015, unless it is terminated sooner pursuant to this Agreement ("Term" or "the Term").

ARTICLE 2. SCOPE OF SERVICES

- A. DOE agrees to provide HRA with funding in order to obtain services from Westat for the purposes of making data driven decision-making that guides the UPK implementation process, and also for the ongoing analysis of performance and quality that informs instruction and outcomes (the "Services").

- B. Services include, but are not limited to, conducting two interrelated studies that together form a systemic approach to the evaluation of the implementation and outcomes of New York City's expansion of UPK.
- C. The evaluation is comprised of two studies, one that describes the UPK implementation and expansion efforts, and one that begins to assess the impact of these efforts. Under the supervision of CEO and DOE, Westat will use existing instruments and analyze administrative data, as well as collect primary data from a range of stakeholders.
- D. The evaluation study will consist of two major research components:
 - 1. **Implementation and Quality Assurance System Review-** This review will assess the implementation of the UPK program, including examining the efficacy of the Citywide Quality Assurance (QA) System, specifically highlight challenges and successes that can inform ongoing implementation in New York City and will lead to strengthened internal policies and practices for selecting, monitoring and continuously improving early childhood sites.
 - 2. **Child Outcomes Study-** This study will focus on demonstrating the impact of the UPK effort on children, understanding the factors that influence its impact, as well as looking at other consequences and metrics associated with the program. The four overarching goals of this study are to: 1. Estimate the impact of UPK on the kindergarten readiness skills of participating children; 2. Identify factors that may influence the impact of UPK; 3. Determine UPK's effect on special education assessment and services; 4. Define a "kindergarten readiness" metric.
- E. In an effort to provide Services to the DOE, DOE shall contribute funding ("Funds") to HRA, to be applied toward the Services, in the aggregate sum of \$1,999,884 for the Term.

ARTICLE 3. TERMS OF PAYMENT AND FISCAL PROCEDURES

- A. DOE agrees to pay and HRA agrees to accept as full payment for the Services an amount not to exceed One Million Nine Hundred Ninety Nine Thousand Eight Hundred and Eighty Four Dollars (\$1,999,884) pursuant to the Budget. The Budget is attached hereto as **Appendix A – Budget** and is incorporated herein.
- B. HRA shall invoice DOE for the Services and deliverables on a quarterly basis, based on the certified information provided by CEO to HRA on a quarterly basis that the deliverables were received from Westat. HRA shall submit invoices and supporting documentation as required to DOE for review, approval and claiming by DOE. Invoices and supporting documentation shall be submitted to:

Ms. Sophia Pappas
Executive Director

Office of Early Childhood Education
NYC Department of Education
Tweed Courthouse
52 Chambers Street
New York, NY 10007

- C. As soon as practicable after execution of this Agreement, DOE will establish an account for the intra-City transfer of funds from DOE to HRA for the payment of invoices from DOE for completed Services and delivery of deliverables provided under this Agreement. Upon receipt of approved invoices from HRA for Services and deliverables, DOE shall transfer the amounts invoiced by HRA through an intra-City transfer in the NYC Financial Management System within thirty (30) days.

ARTICLE 4. MONITORING, AUDITING AND EVALUATION

DOE shall be responsible for the monitoring, auditing and evaluation of the Services and deliverables provided under this Agreement to ensure that DOE receives the Services and is provided with the deliverables in accordance with the terms of this Agreement. CEO may assist DOE in the said monitoring, auditing and evaluation of services. HRA shall submit to DOE requested information relevant to this Agreement in the manner and format reasonably requested by DOE.

ARTICLE 5. NOTICES AND COMMUNICATIONS

- A. All notices and communications to the Parties under this Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery service that provides a receipt to the sender. Notices and communications may also be delivered by email with a hard copy to follow within twenty-four (24) hours.
- B. All notices and correspondence to the Parties should be delivered to the following persons or to such other representatives that the Parties designate in writing:

To HRA:

New York City Human Resources Administration
Finance Department
180 Water Street, 11th Floor
New York, NY 10038
Attn: Erin N. Villari, Executive Deputy Commissioner

To DOE:

Ms. Sophia Pappas
Executive Director

Office of Early Childhood Education
NYC Department of Education
Tweed Courthouse
52 Chambers Street
New York, NY 10007

To CEO:

Mr. David Berman, MPA, MPH
Director of Programs and Evaluation
NYC Center for Economic Opportunity
Office of the Mayor/City of New York
253 Broadway, 14th Floor
New York, NY 10007

ARTICLE 6. COMPLIANCE WITH LAW

The services and deliverables rendered under this Agreement shall be performed in accordance with all applicable provisions of federal, state, and local laws, rules, and regulations as are in effect at the time such services and deliverables 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 84 and 85.

ARTICLE 7. TERMINATION

- A. Either HRA or DOE shall have the right to terminate this Agreement in whole or in part upon thirty (30) days prior written notice to the other Party.
- B. In the event that the federal, New York State or City of New York reimbursement (if applicable) required for Funds under this Agreement becomes unavailable, this Agreement shall be terminated immediately upon written notice to DOE.
- C. Upon notice of termination of this Agreement, no further obligations may be incurred under this Agreement on behalf of DOE which require payment. Any obligations incurred by DOE on behalf of HRA under this Agreement prior to receipt of notice of termination and falling due after such date shall be reimbursed by HRA in accordance with the terms of payment set forth herein, except that in the event of a termination notice that results in partial completion of the work, payment shall be made based on actual expenses incurred.

ARTICLE 8. MODIFICATION

This Agreement may be modified by mutual agreement between the Parties set forth in writing and signed by an authorized representative on behalf of each Party. It may not be altered, supplemented or modified orally.

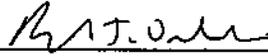
ARTICLE 9. ENTIRE AGREEMENT

This Agreement, with any expressly referenced appendices, attachments and exhibits, contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto, or to supplement or vary any of the terms contained herein.

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

NEW YORK CITY DEPARTMENT OF EDUCATION

BY 

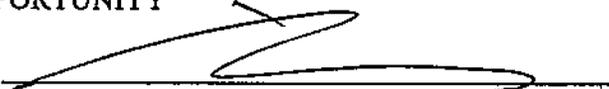
PRINTED NAME RAYMOND J. ORLANDO

TITLE CHIEF FINANCIAL OFFICER

DATE 3/17/15

APPROVED AS TO
LEGAL SUFFICIENCY
BY SARAH RASHEED
- FT -

CITY OF NEW YORK CENTER FOR ECONOMIC
OPPORTUNITY

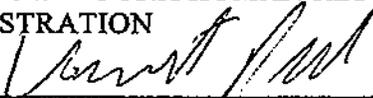
BY 

PRINTED NAME Carson C. Hicks

TITLE Deputy Executive Director

DATE 3/19/15

CITY OF NEW YORK HUMAN RESOURCES
ADMINISTRATION

BY 

PRINTED NAME Vincent P. H.

TITLE Asst

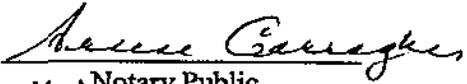
DATE 4/2/15

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

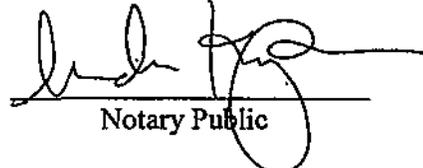
On this 17 day of March 2015, before me personally came
RAYMOND ORLANDO, to me known and known to me to be
CHIEF FINANCIAL OFFICER of the NEW YORK CITY DEPARTMENT OF
EDUCATION of the CITY OF NEW YORK, the person described in and who
executed the foregoing instrument, and she/he acknowledged to me that she/he
executed the same for the purpose therein mentioned.

Arlene Carragher 
Notary Public - State of New York Notary Public
No. 01CA4821693

STATE OF NEW YORK) Qualified in Richmond County
My Commission Expires on March 30, 2018
COUNTY OF NEW YORK)

On this 19 day of March 2015, before me personally came
Carson Hicks, to me known and known to me to be
Deputy Executive Director of the CITY OF NEW YORK CENTER FOR
ECONOMIC OPPORTUNITY, the person described in and who executed the
foregoing instrument, and she/he acknowledged to me that she/he executed the same
for the purpose therein mentioned.

ANDREW KOOPMAN
Notary Public - State of New York
No. 01K06245937
Qualified in Kings County
My Comm. Expires Aug. 8, 2015

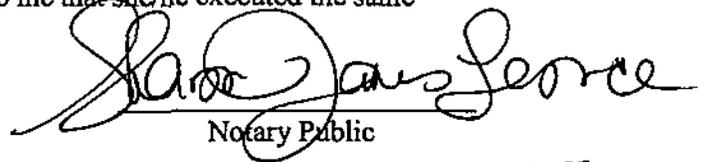

Notary Public

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this 2nd day of April 2015 before me personally came
Vincent Pulio, to me known and known to me to be
CEO of the CITY OF NEW YORK HUMAN
RESOURCES ADMINISTRATION, the person described in and who executed the
foregoing instrument, and she/he acknowledged to me that she/he executed the same
for the purpose therein mentioned.


Notary Public

SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2014

