

JOHN F. KENNEDY, JR. INSTITUTE FOR WORKER EDUCATION
AGREEMENT BETWEEN NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
AND THE RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
FIRST RENEWAL

FIRST RENEWAL of the New York City Department of Youth and Community Development's ("DYCD") Scholars Program Agreement ("Agreement") made by and between DYCD and the Research Foundation of the City University of New York ("RFCUNY"), acting on behalf of the City University of New York's ("CUNY") John F. Kennedy, Jr. Institute for Worker Education, effective as of January 1, 2016.

WHEREAS, by Article I, "Term of Performance," Paragraph A, Agreement provides the term of October 1, 2012 to December 31, 2015; and

WHEREAS, by Article I, "Term of Performance," Paragraph B, Agreement provides the parties with the opportunity for renewals upon written agreement of the parties; and

WHEREAS, the parties now wish to renew the Agreement for three (3) years, effective January 1, 2016 to December 31, 2018.

NOW, THEREFORE, the parties hereto agree as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the Agreement.
2. Article II, "Scope of Work" is hereby amended by deleting Subsection A, Paragraph 3.
3. Appendix A, DYCD Scholars Budget, is hereby amended by adding thereto the DYCD Scholars First Renewal Budget attached hereto.
4. Article IV, "Notices" is hereby amended by replacing the addresses with the following:

TO RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK

City University of New York
JFK, Jr. Institute for Worker Education
555 West 57th Street, 10th Floor
New York, NY 10019
ATTN: William Ebenstein

For fiscal matters:

Grants and Contracts
Research Foundation of the City University of New York
230 West 41st Street, 7th Floor
New York, NY 10036
ATTN: Mr. Kyung Hur, Assistant Director

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

For programmatic matters:

Meryl Jones
Assistant Commissioner, Capacity Building
NYC Department of Youth and Community Development
2 Lafayette Street, 20th Floor
New York, NY 10007

For legal matters:

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

5. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect

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

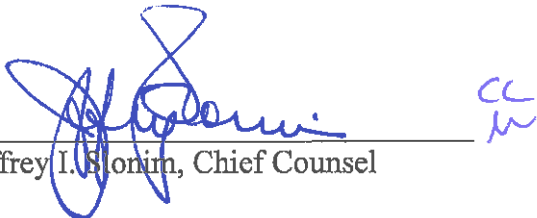


Caroline Press, General Counsel



Date

THE RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK



Jeffrey I. Slonim, Chief Counsel

JAN 27 2016

Date

**APPENDIX A
DYCD SCHOLARS FIRST RENEWAL BUDGET
JANUARY 1, 2016 – DECEMBER 31, 2018**

Personnel

Project Coordinator \$ 14,698
F/T, 15%
Responsible for recruiting students and administering project

Total CUNY Salaries \$ 14,698
Fringe at standard CUNY RF rates \$ 5,635

Total CUNY Personnel \$ 20,333

OTPS

Stipends
(20 DYCD Scholars at \$625/semester x 2 semesters) \$ 25,000
(9 DYCD Scholars/CUNY Public Service Corps + 9.84% fringe) 9,886

Meetings \$ 750

Higher Education Fiscal Leadership Initiative \$ 10,000

Total CUNY OTPS \$ 45,636

Subtotal-Direct Costs \$ 65,969
Indirect @ 8.5% \$ 5,607

GRAND TOTAL \$ 71,576

AGREEMENT BETWEEN

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

AND

**RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK ON
BEHALF OF THE CITY UNIVERSITY OF NEW YORK**

The John F. Kennedy, Jr. Institute for Worker Education

THIS AGREEMENT (“Agreement”), with an Effective Date of November 1, 2012 is between the New York City Department of Youth and Community Development (“DYCD”), with offices located at 156 William Street New York, NY 10038, and Research Foundation of the City University of New York (“RFCUNY”) , with its principal office located at 230 W. 41st Street, New York, New York 10036, and acting on behalf of The City University of New York’s (CUNY’s) The John F. Kennedy Jr. Institute for Worker Education (“IWE”),.

WITNESSETH:

WHEREAS, the Mayor’s Fund to Advance New York City (the “Mayor’s Fund”) , DYCD and CUNY entered into an Agreement on September 1, 2006 provide a Youth Studies Certification Program (“DYCD Scholars Program”) to enhance the knowledge and skills of youth work professionals employed at agencies that provide afterschool and other youth development programs under contract with DYCD with private funds provided through the Mayor’s Fund; and

WHEREAS, the City, through DYCD desires to continue to provide the DYCD Scholars Program in partnership with CUNY for youth work professionals matriculated at CUNY, are within 30 credits of graduation, and are employed at agencies that provide afterschool and other youth development programs under contract with DYCD; and

WHEREAS, RFCUNY, through CUNY’s JFK, Jr. Institute for Worker Education (“IWE”), administers the DYCD Scholars Program; and

WHEREAS, CUNY, through IWE, has the facilities and resources to provide the services related to the DYCD Scholars Program (“Services”); and

WHEREAS, RFCUNY wishes to provide the Services on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the promises and conditions recited herein, the parties agree as follows:

ARTICLE I. TERM OF PERFORMANCE

- A. The Initial Term of this Agreement is October 1, 2012 through December 31, 2015 (the “Initial Term”), unless sooner terminated as provided in Article 12 below.
- B. The Agreement may be renewed upon the written agreement of the parties.

ARTICLE II. SCOPE OF WORK

- A. RFCUNY shall administer the DYCD Scholars program by offering the following services (“Services”):

1. Recruitment and selection process of candidates; and
2. Track participation criteria for selected candidates including enrollment and attendance, academic program, minimum grade point average ("GPA") and work status; and
3. Administer stipends and Metrocards to selected candidates; and
4. Coordinate four learning community events each academic year, as defined by CUNY; and
5. Coordinate and provide academic counseling for selected candidates; and
6. Publish a program evaluation.
7. Conduct the DYCD Scholars Program for up to twenty (20) students for each calendar year (spring and fall semesters).
8. Provide DYCD with written status updates of Scholarship Students after the conclusion of each semester on on July 1 (spring report) and February 1 (fall report).

B. DYCD shall:

1. Designate a DYCD Program Liaison as a direct point of contact for CUNY; and
2. Coordinate with CUNY to select qualified students for the DYCD Scholars Program and provide CUNY with a final list containing their names, addresses, and other information necessary for record-keeping.

C. Mutual Obligations: Each party shall designate in writing a representative to coordinate, facilitate, and administer the respective party's obligations hereunder.

D. The parties may modify the Services outlined in this Article II(A)(1)-(8) pursuant only to mutual agreement.

ARTICLE III. TERMS OF PAYMENT

Upon receipt of timely, accurate, and complete invoices and documentation, including attendance records, satisfactory to DYCD shall pay RFCUNY for the Services as follows:

- A. For the Term, an aggregate amount not to exceed one hundred fifty thousand dollars (\$150,000) for the Services, specified below:

1. DYCD shall pay RFCUNY fifty thousand dollars (\$50,000) annually as detailed in Appendix A, DYCD Scholars Budget, which is attached and made a part of this Agreement.
- B. RFCUNY shall submit an invoice for payment, due and payable within thirty (30) days of receipt by DYCD. The payment schedule will be as follows:
 1. 60% (\$30,000) upon execution of this agreement
 2. 20% (\$10,000) upon submission of the July 1 report
 3. 20% (\$10,000) on September 30 upon review of students' fall eligibility
 - C. In renewal years, DYCD will pay RFCUNY a renegotiated amount.
 - D. Invoices shall be signed by RFCUNY's Assistant Director of Grants and Contracts, and shall include the following language: "I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to price and amount, that is necessary for the proper transaction of the business of DYCD, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said Program described in this invoice."

ARTICLE IV. NOTICES

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

TO THE CITY UNIVERSITY OF NEW YORK

City University of New York
 JFK, Jr. Institute for Worker Education
 101 W. 31st St., 14th Floor
 New York, NY 10001
 Attn: William Ebenstein

And, for fiscal matters:

Grants and Contracts
 Research Foundation of the City University of New York
 230 W. 41st Street
 New York, NY 10036
 Attn: **Mr. Kyung Hur, Asst. Director**

TO NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

For programmatic matters:

Linda Rodriguez
Assistant Commissioner
Department of Youth and Community Development
156 William Street
New York, N.Y. 10038

For legal matters:

The Office of Legal Affairs

Department of Youth and Community Development
156 William Street
New York, NY 10038
Attn: Michael Owh

ARTICLE V. PUBLICITY AND INTELLECTUAL PROPERTY

- A. Instructional materials and curricula used in CUNY for-credit and continuing education courses shall be the sole property of CUNY or as established in CUNY's Intellectual Property Policy.
 - 1. <http://cuny.edu/cms/id/cuny/documents/informationpage/000649.htm>
- B. RFCUNY will provide DYCD with review copies of reports that it may prepare on its DYCD Scholars Program prior to their release to the public. RFCUNY will also provide DYCD with advance notification of the public release dates of those reports. DYCD may conduct a review of all draft and final reports, and will be given an opportunity to comment before any report is made public.
- C. In preparing any of its own materials based on the CUNY-prepared materials, DYCD will give CUNY and the principal investigator full credit.
- D. This Article shall remain in full force and effect following the termination of this Agreement.

ARTICLE VI. COMPLIANCE WITH LAW

The Services rendered under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws.

ARTICLE VII. CONFIDENTIALITY

- A. All confidential or proprietary reports, information, or data (“Confidential Materials”) furnished, prepared, assembled, or used by CUNY or DYCD under this Agreement shall be identified as such at the time of disclosure and are to be held confidential and will be subject to DYCD’s Data Security Policy. Each party agrees that the Confidential Materials shall not be made available to any third party without the prior written approval of the other party, except as directed by a court of law in a proceeding in which disclosing party has been directed by a court to make the disclosure.
- B. Nothing herein shall be construed to prohibit the publication of statistics so classified as to prevent the identification of individuals.
- C. All information about CUNY students obtained by or from CUNY and/or any of its educational units shall be held confidential pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g.)
- D. This Article shall remain in full force and effect following the termination of this Agreement.

ARTICLE VIII. TERMINATION

- A. Either DYCD or RFCUNY shall have the right to terminate this Agreement in whole or in part:
 - 1. without cause, by giving the other party one semester’s prior written notice; or
 - 2. for good cause by giving the other party thirty (30) days’ prior written notice with an opportunity to cure any noted default within the said thirty (30) days.
- B. DYCD and RFCUNY shall have the right to terminate this Agreement in whole or in part by giving thirty (30) days’ written notice for the following reasons:
 - 1. if Federal or State reimbursement is terminated or not allowed;
 - 2. if City funds are terminated;
 - 3. if there is a lack of availability of DYCD or CUNY in-house staffing resources; or
 - 4. if there is a change in DYCD or CUNY priorities.
- C. If DYCD does terminate this Agreement, RFCUNY shall not incur or pay any further obligation pursuant to this Agreement beyond such termination date. Any obligation necessarily incurred by RFCUNY on account of this Agreement prior to receipt of the notice of termination and falling due after such date shall be paid by DYCD in accordance with the terms of this Agreement.

D. Notwithstanding the foregoing if either party terminates this Agreement, CUNY will continue to provide the Program for enrolled students until their completion of the Program and DYCD will continue to pay RFCUNY for the milestones as per Article 4(a)(ii) above.

ARTICLE VIII. MODIFICATION AND MERGER

This Agreement has been executed in three copies, each of which is deemed an original. It contains the entire understanding between the parties with respect to the subject matter of the Agreement, and replaces and supersedes all prior agreements and undertakings between the parties. This Agreement may be amended or modified only by a writing executed by all parties.

ARTICLE X. ENTIRE AGREEMENT

This written 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 any of the parties, or to vary any of its terms.

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

**RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK ON
BEHALF OF THE CITY UNIVERSITY OF NEW YORK**


BY:  ^{c.f.m.}_{jc}

TITLE: CATHERINE F. McGRATH
CHIEF COUNSEL

DATE: 10/25/12

THE CITY OF NEW YORK

DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

BY: 

TITLE: General Counsel

DATE: 11/14/12

**APPENDIX A
DYCD SCHOLARS BUDGET**

ANNUAL BUDGET	DYCD	CUNY
Personnel		
Project Coordinator F/T, 35% Responsible for recruiting students and administering project	\$ 29,654	
Total CUNY Salaries	\$ 29,654	
Fringe at standard CUNY RF rates	<u>\$ 11,269</u>	
Total CUNY Personnel	\$ 40,923	
OTPS		
DYCD Scholars Stipends (20 Scholars at \$500/semester x 2 semesters)		\$ 20,000
MetroCards (20 DYCD Scholars x \$104 Monthly MetroCard x 2 months)	\$ 4,160	
Meetings/Events for Learning Communities (\$250/event for 4 events)	\$ 1,000	
Total CUNY OTPS	\$ 5,160	
Subtotal-Direct Costs	<u>\$ 46,083</u>	
Indirect @ 8.5%	<u>\$ 3,917</u>	
GRAND TOTAL	\$ 50,000	\$20,000