

**INTERAGENCY AGREEMENT**

between the

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

and

**THE CITY UNIVERSITY OF NEW YORK**

on behalf of

**THE JOHN F. KENNEDY JR. INSTITUTE FOR WORKER EDUCATION**

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This **Interagency Agreement** (“Agreement”), effective July 1, 2019, is made by and between the **City of New York** (the “City”), acting by and through its **Department of Youth and Community Development** (“DYCD” or the “Agency”), and **The City University of New York** (“CUNY”), acting on behalf of **The John F. Kennedy Jr. Institute for Worker Education** (“IWE”). DYCD and CUNY are referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, in September 2006, the Mayor’s Fund to Advance New York City (the “Mayor’s Fund”), in conjunction with DYCD and CUNY, created 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, using private funds provided through the Mayor’s Fund; and

**WHEREAS**, CUNY and DYCD renewed the Agreement, effective January 1, 2019; and

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

**WHEREAS**, CUNY, through IWE, administers the DYCD Scholars Program, has the facilities and resources to provide the services related to the DYCD Scholars Program, and is willing and able to provide the services on the terms and conditions set forth herein; and

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, DYCD and CUNY agree as follows:

**ARTICLE 1**  
**TERM**

The term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2022 (“Term”), unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant to Article 4 herein.

The Agreement may be renewed upon the written agreement of the parties.

**ARTICLE 2**  
**SCOPE OF SERVICES**

- A. During the Term, CUNY shall be responsible for providing the following services (“Services”), any modifications to which must be mutually agreed upon by the Parties in writing:
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 to selected candidates; and
  4. Coordinate up to four (4) professional development events each academic year, as defined by CUNY; and
  5. Coordinate and provide academic counseling for selected candidates; and
  6. Conduct the DYCD Scholars Program for up to twenty (20) students for each calendar year (Spring and Fall semesters); and
  7. Provide DYCD with written status updates of scholarship students after the conclusion of each semester on July 1st (Spring report) and February 1st (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 students’ 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. Any modifications to the Services outlined in this Article 2 must be mutually agreed upon by the Parties, and must be made in writing.

**ARTICLE 3**  
**COMPENSATION & PAYMENT SCHEDULE**

- A. DYCD shall compensate the Research Foundation of the City University of New York ("RFCUNY"), on behalf of CUNY, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an amount not to exceed fifty thousand dollars (\$50,000) in each year of the Term, in the aggregate not to exceed one hundred fifty thousand dollars (\$150,000) for all Services to be performed during the Term, as reported to, verified and approved by DYCD.
- B. All payments shall be made in accordance with the payment schedule set forth below, and the budget, attached hereto and made a part hereof as Exhibit A. DYCD shall provide funds via the Intra-City budget modification process. DYCD shall complete the necessary internal exchange transaction intra-city ("IETC") and budget transactions within thirty (30) days of the receipt of each invoice, and no later than August 7 for invoices issued during the previous fiscal year.
- C. This Agreement is funded in whole or in part by funds secured by DYCD from the City 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 City government, DYCD 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 City government.
- D. Without limiting any of DYCD's other rights or remedies, and subject to the subparagraphs 1 and 2 below, DYCD shall have the right to recoup payments made to RFCUNY by requiring repayment by RFCUNY in the event that RFCUNY 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, DYCD shall provide written notice to RFCUNY setting forth the nature and amount of the payments determined by DYCD to be invalid or disallowed under this Agreement and the basis for such determination.
  2. RFCUNY shall have ten (10) business days after its receipt of such written notice to respond to such DYCD determination in writing. DYCD shall reasonably consider RFCUNY's response, if any, and will issue its reasoned explanation for its determination within ten (10) days after the receipt of RFCUNY's response.
- E. The Parties acknowledge that pursuant to an Agreement dated October 20, 1983 between RFCUNY and CUNY, RFCUNY will act as CUNY's fiscal agent to accept payment from DYCD. Each Intra-City invoice shall be signed by the RFCUNY 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 it 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 4**  
**TERMINATION & MODIFICATION**

- A. **Termination.** This Agreement may be terminated by either Party at any time upon ninety (90) days' written notice to the other Party. In the event this Agreement is terminated, DYCD will pay all costs and non-cancellable third-party obligations, provided DYCD has previously consented to such costs and obligations incurred prior to the effective date of such termination, except to the extent such amounts are required to be paid by law.
- B. **Modification.** This Agreement may only be amended by the mutual written consent of the Parties.

**ARTICLE 5**  
**NOTICES**

All notices required by this Agreement shall be delivered by messenger, overnight delivery service or email to the following:

**To DYCD:**

NYC Department of Youth and Community Development  
Office of Legal Affairs  
2 Lafayette Street, 21<sup>st</sup> Floor  
New York, NY 10007  
Attn: Caroline Press, General Counsel  
Email: cpress@dycd.nyc.gov

**To CUNY:**

City University of New York  
JFK, Jr. Institute for Worker Education  
119 West 31<sup>st</sup> Street, 10<sup>th</sup> Floor  
New York, NY 10001  
Attn: Carrie Shockley, Director  
Email: carrie.shockley@cuny.edu

**With a Copy to:**

The City University of New York  
Office of the General Counsel  
205 East 42<sup>nd</sup> Street, 11<sup>th</sup> Floor  
New York, NY 10017  
Attn: Pamela Silverblatt

**To RFCUNY:** *For fiscal matters:*  
Assistant Director of Grants and Contracts  
The Research Foundation of CUNY  
230 West 41<sup>st</sup> Street  
New York, NY 10036  
Attn: Kyung Hur, Assistant Director  
Email: [Kyung\\_Hur@rfcuny.org](mailto:Kyung_Hur@rfcuny.org)

**ARTICLE 6**  
**PUBLICITY 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 DYCD, which shall not be unreasonably withheld. In the event such permission is granted, DYCD shall have a 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 DYCD 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, DYCD will give CUNY and the principal author(s) of the Publication appropriate credit.
- B. **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 Articles 2 and 3. To the extent that any instructional materials and curricula are newly created or adapted by CUNY, and/or paid for by DYCD under this Agreement, DYCD shall have a 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 DYCD 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. In preparing any of its own materials based on instructional materials and curricula as described in this section, DYCD will give CUNY and the principal author(s) of the instructional materials or curricula appropriate credit.
- C. **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 DYCD. CUNY shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the non-instructional materials for its non-commercial, educational purposes.

- D. Representation and Warranty. To the extent that any instructional materials or curricula delivered under this Agreement incorporate any third-party materials or are created by any third-parties, including 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.
- E. This Article shall remain in full force and effect following the termination of this Agreement.

**ARTICLE 7**  
**CONFIDENTIALITY**

- A. All official City files or records containing personally identifiable information and all of the reports, data, or information that would otherwise be covered by the Freedom of Information Law furnished to CUNY under this Agreement, that have been obtained, learned, developed, or filed by IWE, RFCUNY or CUNY shall be held confidential by IWE, RFCUNY, and CUNY, and shall not be disclosed by IWE, RFCUNY, or CUNY 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 DYCD information be requested of CUNY, and CUNY determines that disclosure is authorized or required by law, CUNY shall provide DYCD ten (10) days' notice and the opportunity to object to the disclosure, and if requested by DYCD, 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.
- 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 CUNY, from the student. It is agreed and understood that should any FERPA Records be requested of DYCD, DYCD shall immediately notify CUNY to determine whether disclosure is authorized or required by law.
- C. This Article shall remain in full force and effect following the termination of this Agreement.

**ARTICLE 8**  
**MISCELLANEOUS**


- A. IWE, RFCUNY, and CUNY agree to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever occurs later. City, state, and federal auditors, and any other persons duly authorized by DYCD shall have full access to and the right to examine any of the books, records, and other documents relevant to this Agreement.

- B. This Agreement is subject to audit 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 DYCD or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.
- C. 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.
- D. The Services provided under this Agreement shall be performed in accordance with all applicable provisions of federal, state, and local laws.
- E. 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.
- 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 DYCD ("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 Parties. 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, earth quakes, 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. 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.

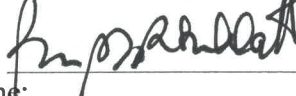
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates appearing below their respective signatures.


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

By:   
Name: **Caroline Press**  
Title: **General Counsel**  
Date: 7/9/19


**THE CITY UNIVERSITY OF NEW YORK**  
on behalf of The School of Professional Studies  
JFK, Jr. Institute for Worker Education

By:   
Name:  
Title: **General Counsel and Vice Chancellor**  
**Interim for Legal Affairs Sr.**  
Date: 6/27/19

APPROVED AS TO FORM

  
The City University of New York  
Office of the General Counsel  
Date: 6/25/19

PMC

**APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY**  
  
**ACTING CORPORATION COUNSEL**  
5/30/2019



**APPENDIX A  
DYCD SCHOLARS BUDGET**

<b>ANNUAL BUDGET</b>	<b>DYCD</b>	<b>CUNY</b>
<b>Personnel</b>		
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>	
<b>Total CUNY Personnel</b>	<b>\$ 40,923</b>	
<b>OTPS</b>		
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	
<b>Total CUNY OTPS</b>	<b>\$ 5,160</b>	
Subtotal-Direct Costs	<u>\$ 46,083</u>	
Indirect @ 8.5%	<u>\$ 3,917</u>	
<b>GRAND TOTAL</b>	<b>\$ 50,000</b>	<b>\$20,000</b>