FAMILY DEVELOPMENT FOR SUPERVISORS CREDENTIALING SERIES INTERAGENCY AGREEMENT BETWEEN NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT AND THE CITY UNIVERSITY OF NEW YORK FIRST RENEWAL, 2014-2015

FIRST RENEWAL of the Family Development for Supervisors Series Program ("Program") Interagency Agreement ("Agreement") made by and between New York City Department of Youth and Community Development ("DYCD") and the City University of New York ("CUNY"), dated as of October 1, 2013.

WHEREAS, by Article I, "Term of Performance," Paragraph 1, Agreement provides the term of October 1, 2013 to September 30, 2014; and

WHEREAS, by Article I, "Term of Performance," Paragraph 2, Agreement provides the parties with three (3) additional one (1) year renewals; and

WHEREAS, the parties wish to exercise this first option to renew.

NOW, THE PARTIES AGREE THAT the Agreement be thus renewed, with the following amendments:

1. All dates are hereby revised as appropriate from:
   a. 2013 to 2014 and
   b. 2014 to 2015.

2. In Article IV, "Notice," DYCD's address for notice is hereby revised to:
   NYC Department of Youth and Community Development
   Capacity Building
   2 Lafayette Street, 20th Floor
   New York, NY 10038
   Fax: 646-343-6036
   Attn: Meryl Jones, Assistant Commissioner for Capacity Building

3. As to all other terms and conditions, Agreement is affirmed as written.

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NEW YORK CITY DEPARTMENT
OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press, General Counsel

5/15/15
Date

THE CITY UNIVERSITY OF NEW YORK

~~Frederick Schaffer, General Counsel~~
Jake Sovern, Acting General Counsel

5/13/15
Date

Approved As To Form
The City University of New York
Office of the General Counsel
Date: 5/13/2015

INTERAGENCY AGREEMENT BETWEEN THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT AND THE CITY UNIVERSITY OF NEW YORK

INTERAGENCY AGREEMENT ("Agreement"), for the Family Development Training and Credentialing Program, dated as of October 1, 2013, made by and between the Department of Youth and Community Development ("DYCD") of The City of New York ("City"), 156 William Street, New York, New York 10038 and The City University of New York ("CUNY"), 205 East 42nd Street, New York, New York 10017.

WITNESSETH:

WHEREAS, the City desires to establish a Family Development Training and Credentialing Program ("FDC Program") to enhance the knowledge and skills of family workers employed at agencies under contract to DYCD and at other designated City agencies and to prepare such workers for the New York State ("State") Family Development Credential Examination ("Examination"); and

WHEREAS, DYCD has developed a curriculum, including faculty field advisement and portfolio development ("Curriculum"), and received funds to pay tuition costs for selected applicants ("Scholarship Students") in the FDC Program; and

WHEREAS, CUNY has the facilities and resources to provide the Curriculum and other services related to the FDC Program in its continuing education program;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I—TERM OF PERFORMANCE

The services set forth in Article II below shall be provided in the period from October 1, 2013 through September 30, 2014, or such later date as may be necessary for CUNY to complete its obligations.

The parties may by mutual consent renew this Agreement for up to three (3) additional one (1) year terms, subject to the availability of FDC Program Funds.

ARTICLE II—SCOPE OF SERVICES

A. DYCD shall:

1. Select qualified Scholarship Students for the FDC Program and provide CUNY with a final list containing their names, addresses, and other information necessary for record-keeping two (2) business days prior to the first session of Classes (as defined below).
2. Between one hundred fifty (150) to ninety (90) days prior to the desired commencement date:
    a. Provide CUNY with a written request to begin the FDC Program and the Curriculum, in a series of classes for Scholarship Students and the general public ("Classes") at the following three (3) CUNY campuses ("Sites") (a

list of the Sites with contact information for administrative personnel is incorporated herein and attached hereto as Appendix A):

1) The CUNY School of Professional Studies.
2) Lehman College, and
3) New York City College of Technology.

b. Determine with CUNY the number of Classes to be provided at each Site.

B. CUNY shall:

1. Conduct the FDC program and provide the Curriculum in the Classes at the Sites.
2. Ensure that the Classes are conducted by faculty who have completed Family Development Credentialing Institute training and consist of at least one hundred fifty (150) hours of faculty time allocated as follows:
   a. Ninety (90) hours of classroom instruction in the ten (10) modules of the Curriculum; and
   b. Ten (10) hours for instructors and portfolio advisors to attend University of Connecticut and DYCD-sponsored trainings and quarterly meetings; and
   c. Fifty (50) hours of field advisement and portfolio development consisting of small group meetings and/or individual student advisement, based on faculty assessment of individual student needs, including a minimum of one (1) hour per module for each Scholarship Student; and
   d. Such additional hours, not to exceed three (3) per instructor, as may be required for proctoring the Examination.
3. Conduct Classes in spaces conducive to learning and of equivalent or better quality and size than spaces provided for other continuing education courses at each of the Sites.
4. Limit the maximum size of the Classes to twenty-five (25) students and with DYCD determine the number of Classes to be provided at each Site based on such attendance limitations.
5. Provide a schedule for Classes to include the listing of day and time.
6. Give Scholarship Students priority in registration for the Classes.
7. Use its best efforts to begin Classes in October 2013, provided that DYCD refers Scholarship Students in a timely manner, and provide to DYCD proposed schedules for Classes pursuant to DYCD's request within sixty (60) days thereof.
8. Provide DYCD with written attendance records of Scholarship Students within one (1) business day after the first session of Classes and weekly thereafter.

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

ARTICLE III—PAYMENT

A. Subject always to the availability of FDC Program funds, DYCD shall reimburse CUNY for FDC Program costs, upon receipt of timely, accurate, and complete invoices and documentation, including attendance records, reasonably satisfactory to DYCD, as follows:

1. A student fee of one thousand three hundred dollars ($1,300) (the "Student Fee") for each Scholarship Student who attends at least three Classes, invoiced to DYCD after the respective Scholarship Student attends three Classes and due and payable within thirty (30) days of receipt by DYCD; provided, however, that CUNY will not invoice DYCD a Student Fee for any Scholarship Student who withdraws from Classes if CUNY receives written notice of such withdrawal at least two (2) business days before Classes begin; and further provided that no adjustment or refund to DYCD of the Student Fee shall be made after the third session of Classes.
2. A withdrawal charge of fifty (50) percent of the Student Fee for each prospective Scholarship Student whose withdrawal from Classes is received in writing no fewer than eight (8) business days after commencement of Classes and at least one (1) business day before the third session of Classes.
3. A Class fee of two hundred dollars ($200) per Class to reimburse CUNY for a per-Class fee in the same amount paid to National FDC Program - University of Connecticut for technical assistance and support services.
4. An assessment fee of two hundred fifty dollars ($250) for each Scholarship Student who has completed the Curriculum to reimburse CUNY for a fee in the same amount paid to University of Connecticut for the Examination.
5. A development fee of thirty dollars ($30) per hour ("Development Fee") for each additional hour over 50 of faculty time required for Scholarship Students in current FDC classes to complete portfolio development, up to a maximum of ten (10) additional hours per Site; provided, however, that no Development Fee shall be paid for more than ten (10) additional hours per site without prior written approval of DYCD.
6. A proctoring fee of ten dollars ($10) per hour ("Proctoring Fee") for a maximum of three (3) hours per instructor who serves as a proctor for the Examination; provided, however, that no Proctoring Fee shall be paid for more than three (3) hours per instructor without prior written approval of DYCD.
7. A fee of four hundred dollars ($400) per person for the University of Connecticut Instructors' and Advisors' Training Institute.
8. The costs, not to exceed four hundred fifty dollars ($450) for each Site, of up to six (6) hours of make-up sessions for missed Classes.
9. The costs, including staffing, catering, supplies, and equipment, related to the annual recognition ceremony and reception, not to exceed the amount of twenty dollars ($20) for each Scholarship Student.

B. Pursuant to an Agreement dated October 20, 1983 between the CUNY Research Foundation ("RF") and CUNY, the RF will act as CUNY's fiscal agent to administer the funds received pursuant to this Agreement. CUNY will prepare the invoices, since

payment for the program is based on performance, and the RF, acting as CUNY's fiscal agent, shall collect and administer the funds received pursuant to the invoices.

ARTICLE IV—NOTICE

A. Notices required herein shall be in writing and shall be given personally, sent via facsimile or by certified mail, return receipt requested.

1. Notices shall be deemed given:

   a. when received, if delivered personally;

   b. upon confirmation of receipt of transmittal, if sent via facsimile; or

   c. upon deposit with the U. S. Post Office, if mailed.

2. Notices shall be addressed as follows:

To CUNY:

The City University of New York
Office of Academic Affairs
205 East 42nd Street
New York, New York 10017
Fax: 212 794-5706
Attn: Dean John Mogulescu

And, for legal matters, with a copy to:

The City University of New York
Office of General Counsel
205 East 42nd Street
New York, New York 10017
Fax: 212 794-5706
Attn: CUNY-DYCD FDC MOU FY 2014

And, for fiscal matters, with a copy to:

Research Foundation of CUNY
230 W. 41st St., 7th Fl.
New York, NY 10036
Fax: 212 417-8435
Attn: Kyung Hur

To DYCD:

Department of Youth and Community Development
Capacity Building
156 William Street
New York, New York 10038
Fax: 212-676-8164
Attn: Assistant Commissioner for Capacity Building

ARTICLE V—RETENTION OF RECORDS

CUNY agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the later of the date of final payment hereunder or termination of this Agreement. City, State, and federal auditors and any other persons duly authorized by DYCD shall have full access to and the right to examine any such materials during that period. DYCD will give CUNY reasonable notice of any such audit.

ARTICLE VI—TERMINATION

A. Either CUNY or DYCD shall have the right to terminate this Agreement in whole or in part:

   1. Without cause by giving ninety (90) days' written notice; or

   2. For good cause by giving thirty (30) days' written notice with opportunity to cure within that thirty (30) day period.

B. In the event of termination without cause, DYCD will pay, to the extent of FDC Program funds available, the actual and reasonable costs incurred of the reimbursement items set forth in Article III, up to and including the effective date of termination.

ARTICLE VII—FERPA

All information about CUNY students obtained from CUNY or a CUNY College shall be held confidential pursuant to the provisions of the Family Educational and Privacy Rights Act (20 U.S.C.A. 1232g).

ARTICLE VIII—INDEMNIFICATION

Subject to applicable law, each party agrees to assume liability for and does hereby indemnify, protect, and hold harmless the other party, its successors, directors, officers, agents, and employees, from and against any and all liabilities, losses, damages, penalties, claims, actions, expenses, and disbursements, including reasonable attorneys' fees and court costs, imposed on, incurred by, or asserted against them or any of them, in any way relating to or arising out of the negligent acts or omissions or the willful torts of the indemnifying party with respect to its obligations under this Agreement. Neither party shall be liable to the other for any indirect, incidental, special, or consequential damages. This indemnification shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

By: _____
Michael Ow, General Counsel

THE CITY UNIVERSITY OF NEW YORK

By: _____
Frederick P. Schaffer
General Counsel and Senior Vice-Chancellor for Legal Affairs

Approved As To Form
_____ PTN
The City University of New York
Office of the General Counsel
Date: 4/25/2014