

**AGREEMENT**

**BETWEEN**

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

**AND**

**THE CITY UNIVERSITY OF NEW YORK**

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This **AGREEMENT** (“Agreement”) for the Family Development Credentialing Program (“FDC Program”) and the Empowerment Skills for Leaders Credentialing Program (“ES Program”), effective as of July 1, 2017, is made by and between The City of New York (“the City”) by and through its Department of Youth and Community Development (“DYCD”), with an office located at 2 Lafayette Street, New York, New York 10007, and The City University of New York (“CUNY”), with an office located at 205 East 42<sup>nd</sup> Street, New York, New York 10017.

**WHEREAS**, the City in 1996 implemented the FDC Program to enhance the knowledge and skills of family workers employed at organizations that contract with DYCD to prepare such workers for the New York State Family Development Credential Examination (“FDC Examination”); and

**WHEREAS**, the City in 1996 endeavored to design, in collaboration with CUNY, an ES Program to train supervisors and other leaders in City government in the family development principles on which the FDC Program is based; and

**WHEREAS**, in 2014, DYCD developed separate curricula (“Curricula” or “Curriculum”) for the FDC and ES Programs, including portfolio advisement and development, and received funds to pay tuition costs for selected applicants in the FDC and ES Programs (“Scholarship Students”); and

**WHEREAS**, CUNY has, since 2014, supplied the facilities and resources to provide the respective Curricula and other services related to the FDC and ES Programs in its continuing education program; and

**WHEREAS**, CUNY is ready and willing to provide the Curricula and other services related to the FDC and ES Programs in its continuing education program as described in Article II – Scope of Services and Article III – Payment, in accordance with the terms and conditions set forth herein.

**NOW THEREFORE**, the above-named parties agree to be bound as follows:

## **ARTICLE I – TERM OF PERFORMANCE**

The services set forth in Article II – Scope of Services below shall be provided during the period from July 1, 2017 through June 30, 2020 (“the Term”), with an option to renew for up to three (3) additional years (any such period, a “Renewal Term”).

## **ARTICLE II – SCOPE OF SERVICES**

### **A. CUNY Deliverables**

#### **1. CUNY shall:**

- a. Conduct a series of classes (“Classes”) for the FDC (three classes) and ES (one class) Programs in spaces conducive to learning and of at least equivalent quality and size as the spaces provided for other continuing education courses at CUNY campuses.
- b. Limit the maximum size of the Classes to twenty-five (25) students and, in collaboration with DYCD, determine the number of Classes to be provided at the respective CUNY campuses as listed below.
- c. Provide a schedule of Classes including the day, date, beginning and end times, and location.
- d. Provide Scholarship Students with priority registration for the Classes.
- e. Use its best efforts to begin Classes in October of each year of this Agreement, provided DYCD refers Scholarship Students in a timely manner.
- f. Provide DYCD with written attendance records of Scholarship Students within one (1) business day after the first week of Classes, and weekly thereafter.
- g. Designate, in writing, a representative to coordinate, facilitate and administer CUNY’s obligations.
- h. Monitor and evaluate FDC Instructors and Portfolio Advisors each semester, as per the instructor and portfolio advisor guidelines document that will be collaboratively developed by CUNY and DYCD.

#### **2. FDC Program Classes**

- a. CUNY shall conduct the FDC Program and provide the FDC Curriculum through Classes at the following CUNY campuses (“FDC Sites”):
  - i. CUNY School of Professional Studies;
  - ii. Lehman College; and
  - iii. New York City College of Technology.
- b. CUNY shall ensure that the FDC Program Classes are taught by faculty who have successfully completed training at the Family Development Credentialing Institute.

- c. FDC Program Classes shall consist of at least one hundred fifty (150) hours of faculty time allotted as follows:
  - i. Ninety (90) hours of classroom instruction in the ten (10) modules of the FDC Curriculum.
  - ii. Ten (10) hours for instructors and portfolio advisors to attend training and quarterly meetings sponsored by DYCD and the University of Connecticut, which is the oversight body and headquarters of the FDC Program.
  - iii. Portfolio advisement and development hours will be based on student enrollment such that a class size of 10-14 students would be allotted 55 hours; 15-20 students would be allotted sixty-five (65) hours; and 21-25 students would be allotted seventy-five (75) hours. Any hours over the range allotted for the class size must be approved by the instructor and/or DYCD. Additional portfolio advisement and development hours may not exceed twenty (20) hours per semester for each campus without approval by DYCD.
  - iv. Such additional hours as may be required for the FDC Examination, not to exceed five (5) hours per Site.

### 3. ES Program Classes

- a. CUNY shall conduct the ES Program and provide the ES Curriculum through Classes at the following CUNY campuses (“ES Sites”):
  - i. CUNY School of Professional Studies; and
  - ii. Lehman College.
- b. CUNY shall ensure that the ES Program Classes are taught by faculty who have successfully completed training at the Empowerment Skills for Leaders Institute.
- c. ES Program Classes shall consist of at least forty-five (45) hours of faculty time allotted as follows:
  - i. Forty-two (42) hours of classroom instruction in the five (5) modules of the ES Curriculum.
  - ii. A three (3) hour follow-up Class on the Leadership Empowerment Plan.<sup>1</sup>
  - iii. Up to twenty (20) hours of portfolio advisement and development consisting of small group meeting and individual Scholarship Student advisement based on faculty assessment of individual Scholarship Student needs, including a minimum of one (1) hour per Curriculum module for each Scholarship Student.

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<sup>1</sup> Scholarship Students are required to develop and prepare a Leadership Empowerment Plan, in collaboration with a peer advisor. The plan is a personal goal of empowerment-based leadership, including goals, steps to implementation of those goals, and personal strengths and weaknesses.

- iv. Such additional hours as may be required, not to exceed five (5) hours per Site.

#### 4. DYCD Responsibilities

1. Through an application process that evaluates factors including but not limited to writing ability, commitment to the FDC and ES Program guiding principles, and agency endorsements/recommendations, DYCD shall select qualified Scholarship Students for the FDC and ES Programs and provide CUNY with a final list containing the Scholarship Students' names, addresses and email addresses at least two (2) days prior to the first class.
2. At least ninety (90) days prior to the agreed upon commencement date, DYCD shall:
  - a. Provide CUNY with a written request to begin the FDC and ES Programs and Curricula through the Classes.
  - b. Determine, in collaboration with CUNY, the number of Classes to be provided at each Site.
3. Designate, in writing, a representative to coordinate, facilitate and administer DYCD's obligations.

### ARTICLE III – PAYMENT

#### A. FDC Program

1. Subject to the availability of FDC Program funds, and upon timely receipt by DYCD of accurate and complete invoices and documentation, including attendance records satisfactory to DYCD, DYCD shall reimburse CUNY for FDC Program costs as follows:
  - a. One thousand three hundred dollars (\$1,300) ("Student Fee") for each Scholarship Student who attends a minimum of three (3) Classes, invoiced to DYCD after the respective Scholarship Student attends the three (3) Classes, and payable within thirty (30) days of receipt by DYCD. 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. No invoice adjustment shall be made after the third week of Classes.
  - b. A withdrawal charge of fifty percent (50%) of the Student Fee for each prospective Scholarship Student whose withdrawal from Classes is received no more than eight (8) business days after the commencement of Classes, and at least one (1) business day before the third week of Classes.
  - c. A fee of two hundred dollars (\$200) per class, to reimburse CUNY for technical assistance and support services paid to the National FDC Program – University of Connecticut.

- d. A credentialing fee of three hundred dollars (\$300) for each Scholarship Student who completes the Curriculum, to reimburse CUNY for the fee paid to the University of Connecticut for the Examination.
- e. A fee of forty dollars (\$40) per hour (“Development Fee”) for each hour over the allotted hours of faculty time required for Scholarship Students to complete portfolio development. Allotted hours are based on student enrollment, such that a class size of 10-14 students would be allotted fifty-five (55) hours; 15-20 students would be allotted sixty-five (65) hours; and 21-25 students would be allotted seventy-five (75) hours; up to a maximum of twenty (20) additional hours per Site, per semester. No Development Fee shall be paid for more than twenty (20) hours per Site, per semester without prior written approval from DYCD.
- f. A rate of thirty-six dollars and forty-two cents (\$36.42) per hour for twelve (12) hours (six hours per student) for new Portfolio Advisors only, for their first and second semesters. Each new Portfolio Advisor will work with up to two FDC students for the first semester.
- g. A fee of eleven dollars (\$11) per hour (“Proctoring Fee”) for a maximum of three (3) hours per instructor who serves as a proctor for the Examination. No Proctoring Fee shall be paid for more than three (3) hours per instructor without the prior written approval of DYCD.
- h. If applicable, a fee of five hundred dollars (\$500) per person for the University of Connecticut Instructors’ and Advisors’ Training Institute, provided by the National FDC Program for FDC graduates who are interested in becoming instructors or portfolio advisors.
- i. The costs of up to six (6) hours of make-up Classes, not to exceed four hundred fifty dollars (\$450) per Site.
- j. An amount not to exceed twenty dollars (\$20) per Scholarship Student for the annual recognition ceremony and reception.

**B. ES Program**

- 1. Subject to the availability of ES Program funds, and upon timely receipt by DYCD of accurate and complete invoices and documentation, including attendance records satisfactory to DYCD, DYCD shall reimburse CUNY for ES Program costs as follows:
  - a. Four hundred seventy-five dollars (\$475) for each Scholarship Student who attends a minimum of two (2) Classes, invoiced to DYCD after the respective Scholarship Student attends the two (2) Classes, payable within thirty (30) days of receipt by DYCD. CUNY will not invoice DYCD a Student Fees for any Scholarship Student who withdraws from Classes if CUNY received written

notice of such withdrawal at least two (2) business days before Classes begin. No invoice adjustment shall be made after the second week of Classes.

- b. A withdrawal charge of fifty percent (50%) of the Student Fee for each prospective Scholarship Student whose withdrawal from Classes is received no more than two (2) business days after the commencement of Classes, and at least one (1) business day before the second week of Classes.
  - c. A fee of two hundred dollars (\$200) per Class, to reimburse CUNY for technical assistance and support services paid to the University of Connecticut.
  - d. A credentialing fee of three hundred dollars (\$300) for each Scholarship Student who completes the Curriculum, to reimburse CUNY for the fee paid to the University of Connecticut for the ES Program Credential.
  - e. A fee of twenty-two dollars (\$22) per hour (“Development Fee”) for each hour of faculty time required for Scholarship Students to complete portfolio development, up to a maximum of five (5) additional hours per Site. No Development Fee shall be paid for more than five (5) hours per Site without prior written approval from DYCD.
- C. The total budget amount of the Agreement is not to exceed two hundred eighty-five thousand dollars (\$285,000).
- D. This Agreement will be registered with the New York City Comptroller’s Office, with payments rendered through the City’s Financial Management System.
- E. Pursuant to an agreement dated October 20, 1983 between the Research Foundation of CUNY (“RFCUNY”) and CUNY, the RFCUNY will act as CUNY’s fiscal agent to administer the funds received pursuant to this Agreement; CUNY will prepare the invoices for submission to DYCD, and the RFCUNY shall collect and administer the funds received pursuant to this Agreement.

#### ARTICLE IV – NOTICE

- A. Notices required herein shall be in writing and shall be given personally, or sent via certified mail, return receipt requested.
- B. Notices shall be deemed given:
- 1. When received, if delivered personally;
  - 2. Upon deposit with the U.S. Postal Service, if mailed.

C. Notices shall be addressed as follows:

To CUNY: The City University of New York  
Office of Academic Affairs  
205 East 42<sup>nd</sup> Street  
New York, New York 10017  
Attn: Dean John Mogulescu

And, for legal matters, with a copy to:

The City University of New York  
Office of the General Counsel  
205 East 42<sup>nd</sup> Street  
New York, New York 10017  
Attn: General Counsel

And, for fiscal matters, with a copy to:

Research Foundation of CUNY  
230 West 41<sup>st</sup> Street, 7<sup>th</sup> Floor  
New York, New York 10036  
Attn: Kyung Hur

To DYCD: NYC Department of Youth and Community Development  
2 Lafayette Street, 20<sup>th</sup> Floor  
New York, New York 10007  
Attn: Rhodesia Humphrey, Deputy Director for Capacity Building

And, for legal matters, with a copy to:

NYC Department of Youth and Community Development  
2 Lafayette Street, 21<sup>st</sup> Floor  
New York, New York 10007  
Attn: Caroline Press, General Counsel

And, for fiscal matters, with a copy to:

NYC Department of Youth and Community Development  
123 William Street, 18<sup>th</sup> Floor  
New York, NY 10038  
Attn: Ardis Sanmoogan

**ARTICLE V – RETENTION OF RECORDS**

CUNY shall retain all books, records, reports and other documents related to this Agreement for a period of six (6) years after 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 normal business hours during that period. As possible, DYCD will give CUNY reasonable notice of any such audit.

#### **ARTICLE VI – TERMINATION**

- A. The parties shall have the right to terminate the 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 an opportunity to cure within the thirty (30) day period.
- B. In the event of termination without cause, DYCD will pay, to the extent of the FDC and ESL Program funds available, the actual and reasonable costs incurred as detailed in Article III, up to and including the effective date of the termination.

#### **ARTICLE VII – FERPA**

All information about CUNY students, including the Scholarship Students, shall be held confidential pursuant to the provisions of the Family Educational and Privacy Rights Act (20 U.S.C. § 1232g).

#### **ARTICLE VIII – INDEMNIFICATION**

Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, CUNY shall hold the City harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of CUNY or of its officers or employees when acting within the course and scope of their employment. This Article VIII shall survive the termination of this Agreement.


**[NO FURTHER TEXT ON THIS PAGE]**




IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first set forth above.

**THE CITY UNIVERSITY OF NEW YORK**


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

BY:   
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Loretta P. Martinez, General Counsel  
and VC for Legal Affairs

BY:   
\_\_\_\_\_  
Caroline Press  
General Counsel

1/29/18  
Date

1/30/18  
Date

Approved As To Form  
  
\_\_\_\_\_  
The City University of New York  
Office of the General Counsel  
Date: 1/29/18

