THIRD AMENDMENT AND RENEWAL
-to the-
INTERAGENCY AGREEMENT

-between-

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

-and-

THE CITY UNIVERSITY OF NEW YORK

For the WORK, LEARN AND GROW EMPLOYMENT PROGRAM CAREER READY

THIS THIRD AMENDMENT AND RENEWAL, effective July 1, 2024, amends and renews the Interagency Agreement, effective as of September 1, 2021 (the "Agreement"), between the City of New York ("City"), acting through its Department of Youth and Community Development ("DYCD"), located at 2 Lafayette Street, 14th Floor, New York, New York 10007, and the City University of New York ("CUNY"), acting on behalf of Kingsborough Community College (the "College"), located at 2001 Oriental Boulevard, Brooklyn, New York 11235 (each a "Party," and collectively, the "Parties").

WHEREAS, the Parties entered into the Agreement in order to provide college and career exploration programming provided by CUNY instructors to enrolled participants in the DYCD-funded Work, Learn, and Grow Employment Program ("WLG" or "WLGEP") and enable such participants to earn CUNY academic credit from September 1, 2021 through June 30, 2022 (the "Original Term"); and

WHEREAS, pursuant to the Agreement, the Parties entered into a renewal agreement ("Renewal Agreement") to renew the agreement for the period of July 1, 2022 through June 30, 2023 ("First Renewal Term"); and

WHEREAS, the Parties entered into a First Amendment to the Agreement ("First Amendment") for the College to provide College Now classes and workshops during the period of Jan 31, 2023 through March 14, 2023 to 300 additional participants through DYCD's Workforce Innovation and Opportunity Act ("WIOA") Learn and Earn Youth Workforce Development Program ("Learn and Earn Program") during the 2022-2023 academic year and revised the compensation from $710,001 to $781,645 for the services provided by the College; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement ("Second Amendment") to allow for a second one-year renewal term, and renewed the Agreement for the period of July 1, 2023 through June 30, 2024 ("Second Renewal Term") and transferred the compensation of $999,134 for the services provided by the College; and

WHEREAS, the Parties now wish to amend and renew the Agreement for the period of July 1, 2024 through June 30, 2025, during which CUNY shall provide College Now classes and workshops, as set forth in Exhibit A-2 of the Agreement, to seven thousand (7,000) participants of DYCD's WLG program during the period of July 1, 2024 through June 30, 2025, of the 2024-2025 academic year, for which DYCD shall pay CUNY one million one hundred fifty-five thousand, six hundred twenty-four dollars ($1,155,624).

NOW, THEREFORE, the Parties hereto agree to amend and renew the Agreement as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the Agreement.

2. Article I, Term, of the Agreement, which permits renewal of the Agreement by written mutual consent of both Parties ("The Agreement may be renewed upon written mutual consent of both Parties"), is hereby amended by adding the following language to the end of the Article:

   "The Parties agree to renew the Agreement for a third time for a period of one (1) year, from July 1, 2024 through June 30, 2025 ("Third Renewal Term")."

3. The College shall provide Services as set forth in Exhibit A-2, FY25 Scope of Work, attached hereto, to seven thousand (7,000) WLG Program participants during the Third Renewal Term, specifically during the period of September 1, 2024 through April 30, 2025, and DYCD shall compensate the College for these Services in accordance with Exhibit B-4, FY25 Work Learn and Grow Employment Program Budget, attached hereto, and all other relevant terms of the Agreement.

4. The first paragraph of Article 3, Compensation & Payment Schedule, of the Agreement is hereby amended to add the following language to the end thereof:

   "For the Third Renewal Term, DYCD shall pay the College, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an aggregate amount not to exceed one million, one hundred fifty-five thousand, six hundred twenty-four dollars

($1,155,624) for Services performed during the period of July 1, 2024 through June 30, 2025. The invoice shall be sent to DYCDAccountsPayable@dycd.nyc.gov."

5. The following Exhibits are attached hereto and made a part of the Agreement:
    a. Exhibit A-2, FY25 Work Learn Grow Employment Program Scope of Work
    b. Exhibit B-4, FY25 Work Learn and Grow Employment Program Budget

6. Except as stated herein, all of the terms and conditions in the Agreement remain in full force and effect and are specifically incorporated by reference herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement effective as of the day and year first written above.

Approved as to Form

The City University of New York
Office of the General Counsel

Date:January 24, 2025

THE CITY UNIVERSITY OF NEW YORK on behalf of KINGSSBOROUGH COMMUNITY COLLEGE

Derek Davis
General Counsel

January 24, 2025

Date

CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Adele Bartlett
General Counsel

January 9, 2025

Date

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CUNY DUNS Number

EXHIBIT A-2
FY25 WORK LEARN AND GROW EMPLOYMENT PROGRAM SCOPE OF WORK

A. During the Third Renewal Term of the Agreement, CUNY shall be responsible for providing the following services ("Services"), which may be subsequently modified by mutual written agreement of the Parties:

1. Designation of a CUNY staff member as a direct point of contact for DYCD, whose responsibilities include regular check-ins with DYCD and DOE, as needed and requested by DYCD;

2. Recruitment and selection of an adequate number of instructors to teach the following courses to WLGEP participants:
    a. SD 10: Introduction to College Planning
    b. SD 11: Career and Life Planning
    c. SD 12: Strategies for College Success
    d. HE 14: Critical Issues in Personal Health
    e. EDC 6001: Social Emotional Learning through Puppetry
    f. EDC 6002: Creating Classroom Success Through Effective Management
    g. BA 6000: Computer Technology and Graphic Design
    h. Certified Medical Administrative Assistant Training
    i. Certified Pharmacy Technician Training

3. Provision of policies and procedures, guidelines, and professional development sessions to all course instructors, and ensure that each instructor implements and maintains appropriate WLGEP and CUNY policies and procedures specific to the courses being taught, including partnership with WLG Provider staff during classroom instruction, by doing the following:

    i. Provision of curriculum and syllabus to WLGEP Providers, so that WLGEP Providers may plan college and career exploration activities that complement the courses for Participants; and

    ii. Working with WLGEP Provider staff to schedule opportunities for Participants to make up assignments for excused absences during the course term;

4. Provide instructions to WLGEP Providers for enrolling Participants in the CUNY College Now system, including instructions for Participants to apply to the courses and access grades and progress details;

5. At the conclusion of each course, send the following data for all enrolled Participants to DYCD:
    a. Participant's name;
    b. Participant's date of birth;
    c. Name of the course completed; and
    d. Participant's grade for the CUNY course.

B. During the Third Renewal Term, DYCD shall be responsible for the following:
    1. Designation of a DYCD staff member as a direct point of contact for CUNY, whose responsibilities include regular check-ins with CUNY and DOE representatives, as needed and requested by CUNY and DOE;
    2. Management of WLG Providers' responsibilities, including recruitment and enrollment of Participants for WLGEP, keeping attendance records, and placement of Participants in internships;
    3. Collection of data regarding Participants' grades for each course they are enrolled in; and
    4. Management of payment for Participants for the Program.

EXHIBIT B-4
FY25 WORK LEARN AND GROW EMPLOYMENT PROGRAM BUDGET

College Now **KBCC Work Learn Grow - FY25**				
Personnel	**Annual Salary/ Hourly Rate**		**Total**	**KBCC**
Full Time				
DYCD WLG Research Staff	5%		$30,000	$30,000
College Now DYCD Assistant Director	100%		$80,000	$80,000
Full Time Salary Subtotal			$110,000	$110,000
Part Time				
Instructors, SD10, SD 11, SD 12, HE 14, BA 60 Workshop (300) or non-credit workshop	$91.67		$412,515	$412,515
Instructors, SD10, SD 11 or SD 12 and non-credit workshop (120 instructors X 20 PD hours)	$55.02		$132,048	$132,048
SD10, SD 11 or SD 12 and non-credit workshop Class Observations	$55.02		$24,869	$24,869
SD10, SD 11 or SD 12 and non-credit workshop Class Observations	$55.02		$13,205	$13,205
Continuing Education Course: Graphic Design Beginners - 25 hours			$8,744	$8,744
Continuing Education Course: Pharmacy Technician - 70 hours			$14,218	$14,218
Continuing Education Course: Event Planning and Design - 45 hours			$16,762	$16,762
Campus Coordinator for Continuing Education Courses X225 hours	$58.00		$13,050	$13,050
University Start Up	Invoice		$23,880	$23,880
Campus Program Coordination	$32.00		$65,000	$65,000
College Assistant KBCC	$18.00		$87,500	$87,500
Part Time Salary Subtotal			$811,791	$811,791
Total Salary			**$921,791**	**$921,791**
Fringe Benefits				
Full Time FB @ 51%			$40,800	$40,800
Part Time FB @ 13%			$105,533	$105,533
Total Fringe			**$146,333**	**$146,333**
Total Personnel			**$1,068,124**	**$1,068,124**
OTPS				
Item/Description	**price/unit**	**quantity**		
College Now DYCD Program Folder/Program Materials	$10.00	7,000	$70,000	$70,000
Mailing and postage	$5.00	3,500	$17,500	$17,500

Fingerprinting $135/person	20 instructors		$-	
Total OTPS			**$87,500**	**$87,500**
Total Direct Cost			**$1,155,624**	**$1,155,624**
Total Budget			**$1,155,624**	**$1,155,624**