SECOND RENEWAL AND AMENDMENT

-to the-

INTERAGENCY AGREEMENT

-between-

THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

-and-

THE CITY UNIVERSITY OF NEW YORK

For the WORK, LEARN AND GROW EMPLOYMENT PROGRAM CAREER READY (July 1, 2023 – June 30, 2024)

THIS SECOND RENEWAL AND AMENDMENT, effective July 1, 2023, modifies 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, 21st Floor, New York, NY 10007, and the City University of New York ("CUNY") acting on behalf of Kingsborough Community College (the "College"), located at 2001 Oriental Boulevard, Brooklyn, NY 11235 (each a "Party," 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 ("WLGEP") and enable such participants to earn CUNY academic credit from September 1, 2021 through June 30, 2022 (the "Term"); and

WHEREAS, pursuant to the Agreement, the Parties modified the Agreement to allow for renewal of the Agreement for a one-year period, and renewed the Agreement for an additional one (1) year term from July 1, 2022 through June 30, 2023 (the "Renewal Term"); and

WHEREAS, pursuant to Article IV of the Agreement, the Parties seek to amend the Agreement to allow for additional renewal terms, and to renew the Agreement for an additional one (1) year period from July 1, 2023 through June 30, 2024, during which CUNY shall provide College Now classes and workshops, specifically Student Development 10, 11, 12 or Health 14 credited classes and BA6000 and Graphic Design non-credit classes, as set forth in Exhibit A of the Agreement, during the period of September 1, 2023 through April 30, 2024 to 7000 participants of DYCD's

WLG Program during the 2023-2024 academic year, for which DYCD shall pay CUNY an amount not to exceed nine hundred ninety nine, one hundred and thirty five dollars ($999,134.00); and

NOW, THEREFORE, the Parties hereto agree to modify 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 is hereby amended by replacing the following language:

   "The Parties may renew this Agreement for a period of one (1) year from July 1, 2022 through June 30, 2023 (the "Renewal Term"), in a writing signed by both Parties. Unless otherwise specified, all references to the Term of this Agreement shall include the Renewal Term."

   with the following language:

   "The Agreement may be renewed upon written mutual consent of both Parties.

   The first renewal of this Agreement shall be for a period of one (1) year from July 1, 2022 through June 30, 2023 ("First Renewal Term"). The second renewal of this Agreement shall be for a period of one (1) year from July 1, 2023 through June 30, 2024 ("The Second Renewal Term")."

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

   "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 nine hundred ninety-nine thousand, one hundred and thirty four dollars ($999,134.00) for all Services to be performed during the Second Renewal Term, as reported to, verified, and approved by DYCD."

4. Article 3, Compensation & Payment Schedule, Section A, Payment Schedule, of the Agreement is hereby amended to add the following language at the end thereof:

   "DYCD shall transfer funds to CUNY upon execution of this Agreement provided supporting documents for budgeted expenses are received and approved by DYCD. CUNY shall submit one invoice and supporting documentation for the Second Renewal Term via the intra-city invoice format no later than July 31, 2024, which shall total no more than $999,134.00 for expenses incurred during the period of July 1, 2021 through June 30, 2024. The invoice shall be sent to DYCDAccountsPayable@dycd.nyc.gov."

5. Article 3, Compensation & Payment Schedule, Section C is hereby amended by replacing the existing paragraph in its entirety with the following:

   "This Agreement is funded in whole or in part by funds secured by DYCD from the Federal, New York State, and/or City governments and is subject to the availability of such funds for each City fiscal year thereof and each applicable program period. Should there be a reduction or discontinuance of such funds by action of the Federal, State, and/or City governments, 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 Federal, State, and/or City governments. This Agreement shall not obligate DYCD beyond the dollar amount designated in the absence of a duly executed written contract amendment by both of the respective Parties."

6. The College shall provide Services as set forth in Exhibit A-1, Scope of Work, attached hereto and made a part of the Agreement, and as further detailed in Exhibit A of the Agreement, to seven thousand (7000) KBCC Work Learn and Grow FY2024 Program participants during the Second Renewal Term, and specifically during the period of September 1, 2023 through April 30, 2024. DYCD shall compensate the College for these Services in accordance with Exhibit B-3 and all other relevant terms of the Agreement.

7. Exhibit B-3, FY24 Work Learn and Grow Employment Program Learn and Earn Amendment Budget, is attached hereto and made a part of the Agreement.

8. 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.

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

Authorized Signatory

Derek Davis

Name (Print)

General Counsel

Title (Print)

Feb 22, 2024

Date

CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Angelina Martinez-Rubio

Acting General Counsel

03/07/2024

Date

APPROVED AS TO FORM

By: *Kyle Antonelli*

The City University of New York

Office of the General Counsel

Date: 2/24/22

73268849

CUNY DUNS Number

EXHIBIT A-1 SCOPE OF WORK

The Work Learn Grow (WLG) program supported by this Agreement provides former participants in the Summer Youth Employment Program (SYEP) and participants in the WIOA Learn & Earn Program with additional supports during the school year, including college readiness curriculum, career building activities, career exploration, a paid internship, and access to college credit courses to forward their momentum.

A. During the Second Renewal Term, CUNY shall be responsible for providing the following services ("Services"), as 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 representatives, as needed and requested by DYCD;

2. Recruitment and selection of adequate number of instructors to teach the following courses to WLG Participants virtually: credit Bearing- SD10, SD11, SD12, HE14, Intro to Criminal Justice, and Business Administration ; non-credit bearing - BA6000 and Graphic Design;

3. Provision of policy and procedures guidelines and professional development sessions to all course instructors, and ensure that each instructor implements and maintains appropriate WLG 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 WLG Providers so that WLG Providers may plan college and career exploration activities that complement the courses for Participants; and

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

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

5. At the conclusion of the course, send the following data for all enrolled WLGEP Participants to DYCD:

   Participant's name;

   Participant's date of birth; and

Participant's grade for the CUNY Course.

B. During the 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 the WLG Providers' responsibilities, including recruitment and enrollment of Participants for WLG, keeping attendance records, and placement of Participants in internships;
3. Collection of data regarding WLG Participants' grades for the courses they are enrolled in; and
4. Management of payment to WLG Participants for the program.

Exhibit B-3 KBCC Work, Learn, & Grow FY24 Budget

College Now KBCC Work Learn Grow - FY24	
Personnel	**Total**
Total Salary	$ 779,145
Total Fringe	$ 129,789
Total Personnel	**$ 908,934**
OTPS	
Total OTPS	**$ 90,200**
Total Budget	**$ 999,134**