

Support, Access, Growth, Experience in STEM (SAGE)
Funding from USED Minority Science and Engineering Improvement Program
A Mercy University/Yonkers Public Schools Partnership

Memorandum of Understanding

Mercy University School of Liberal Arts
("Mercy University")

Yonkers Public Schools (the "School District")

- Develop and implement a program of professional development for 24 Yonkers teachers in grades 3-5 in mathematics and science.
 - Provide up to 12 two-hour workshops over the course of the project period (10/1/2023—9/30/2026).
 - Provide multiple strategies for incorporating real-world STEM applications into science and math curricula to help meet the New York State Next Generation Learning Standards and to improve student achievement.
 - Teachers who attend the workshops will be paid overtime at the Yonkers School District hourly rate in effect at the time such as \$62.61 per hour (for 2023-2024) up to a total of \$18,031.68 per year.
 - Workshop trainings will include planning sessions and project work. Dates and venues to be determined.
 - Conduct periodic meetings as needed with school administrators, University faculty, and participating teachers.
 - Collaborate with the evaluation of the program.
 - Mercy University understands that in performing this Agreement it may have access to confidential information in possession of the School District or others, including, but not limited to names, facts or information about individuals, businesses and families. Mercy University also may have access to confidential information, potentially
- Work cooperatively with university administrators, faculty, and staff in planning, implementing, and evaluating the Project SAGE professional development program.
 - Identify, recruit, and select teachers at the Grades 3-5 levels for participation in the professional development workshops.
 - Identified teachers will demonstrate a willingness and competency for planning instruction that includes relevant application of New York State Common Core Learning Standards.
 - The District Executive Director of Math will serve on the Mercy University SAGE Advisory Board.
 - Facilitate meaningful, ongoing communication with Mercy University and provide SAGE with access to student performance data to assist project improvement and evaluation.
 - Collaborate with the evaluation of the program.
 - The School District, upon ten (10) days written notice may terminate this Agreement with or without cause, when it is deemed to be in the best interest of the School District.

including student directory information; personnel information and records; information regarding sensitive, confidential or internal School District matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement. Mercy University agrees not to reveal any confidential information and understands that any such disclosure shall be considered a breach of this Agreement. Mercy University agrees that if it receives a subpoena for divulgence of confidential information, it shall notify the School District prior to divulging the same. The parties further agree that the terms and conditions set forth in this paragraph shall survive the expiration and/or termination of this Agreement.

- Mercy University agrees that it shall indemnify and hold harmless, the School District and the City of Yonkers, its officers, elected officials, employees and agents, from and against any and all liability, damages, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly to this Agreement and to provide defense for and defend, at Mercy University's sole expense, and any and all claims, demands, or causes or action directly or indirectly out of this Agreement and to bear all costs and expenses related thereto. Mercy University agrees to provide the School District (to the attention of the Office of Counsel) with the timely write notice of any such claim, demand, or causes of action.
- Mercy University agrees to adhere to all applicable Federal, State, or Local laws.


Nothing in this Agreement shall be construed or interpreted to make Mercy University and the School District partners or joint venturers, or to make one an agent or representative of the other, or to afford any rights to any third party other than as expressly provided herein.

This Agreement shall be construed in accordance with the laws of the State of New York. No action shall be commenced or maintained by either party in connection with this Agreement, except in a court of competent jurisdiction in Westchester County, State of New York.

The Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Agreed on this day: 3/1/2024
Mercy University
Eva M. Fernández, PhD, Provost and Vice
President for Academic Affairs

Signature



Agreed on this day:
Yonkers Public Schools
Dr. Luis Rodriguez, Interim Superintendent of
Schools

Signature



Approved to form

Nichelle Kempner
Corporation Counsel
Senior Associate

ADDENDUM TO MEMORANDUM OF UNDERSTANDING (“AGREEMENT”)

BETWEEN

MERCY UNIVERSITY SCHOOL OF LIBERAL ARTS (“PARTNERING AGENCY”)

AND

YONKERS PUBLIC SCHOOLS (“SCHOOL DISTRICT”)

The provisions of this addendum supersede any conflicting provisions elsewhere in the Agreement. Except as specifically amended herein, all of the terms contained in the original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

Partnering Agency and the School District agreed to modify the Memorandum of Understanding as follows:

1. Paragraph/Bullet Point 4 of the Original Agreement is hereby deleted in its entirety and modified and amended to the following: “Teachers who attend the workshops will be paid overtime at the Yonkers School District hourly rate in effect at the time such as \$64.18 per hour up to a total of \$19,254.00 per year.

IN WITNESS WHEREOF, the Parties hereby indicate their agreement and consent to this Addendum as set forth above.

YONKERS PUBLIC SCHOOLS

By: _____

Name: Mr. Anibal Soler, Jr.

Title: Superintendent

Date: _____

PARTNERING AGENCY

By:  _____

Name: Kristin Curry Greenwood PT, DPT, EdD, MS, FNAP

Title: Interim Provost and Vice President for Academic Affairs

Date: 09/20/2024