

**EMPOWERMENT SKILLS FOR LEADERS CREDENTIALING PROGRAM
INTERAGENCY AGREEMENT BETWEEN THE NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
AND THE CITY UNIVERSITY OF NEW YORK
THIRD RENEWAL, EFFECTIVE OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013**

THIRD RENEWAL of the Empowerment Skills for Leaders Credentialing Program (the "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, 2009, as amended by the First and Second Renewals, effective as of October 1, 2010 and October 1, 2011, respectively.

WHEREAS, by Article I, "Term of Performance," Section A, Agreement provides a term of October 1, 2009 to September 30, 2010; and

WHEREAS, by Article I, "Term of Performance," Section B, Agreement provides the parties with three (3) additional one (1) year renewals; and the Agreement was previously renewed by the parties by the First Renewal for the period commencing October 1, 2010 and ending September 30, 2011 and by the Second Renewal for the period commencing October 1, 2011 and ending September 30, 2012; and

WHEREAS, the parties wish to exercise this third option to renew;

NOW, THE PARTIES AGREE THAT the Agreement be thus renewed for the period commencing October 1, 2012 and ending September 30, 2013, with the following amendments:

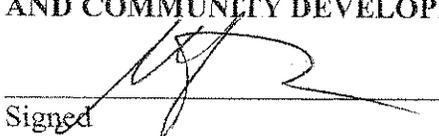
1. All dates are hereby revised as appropriate from:
 - a. 2011 to 2012 and
 - b. 2012 to 2013.

2. The notice address for CUNY in Article IV(A)(2) is amended to read as follows:

The City University of New York
Office of Academic Affairs
205 East 42nd Street, 9th Floor
New York, New York 10017
Attention: Dean John Mogulescu
Fax: 646 664-2957
3. As to all other terms and conditions, Agreement is affirmed as written.

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

Signed



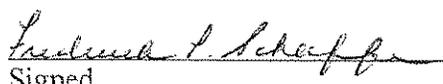
General Counsel
Title

April 16, 2013

Date

**THE CITY UNIVERSITY
OF NEW YORK**

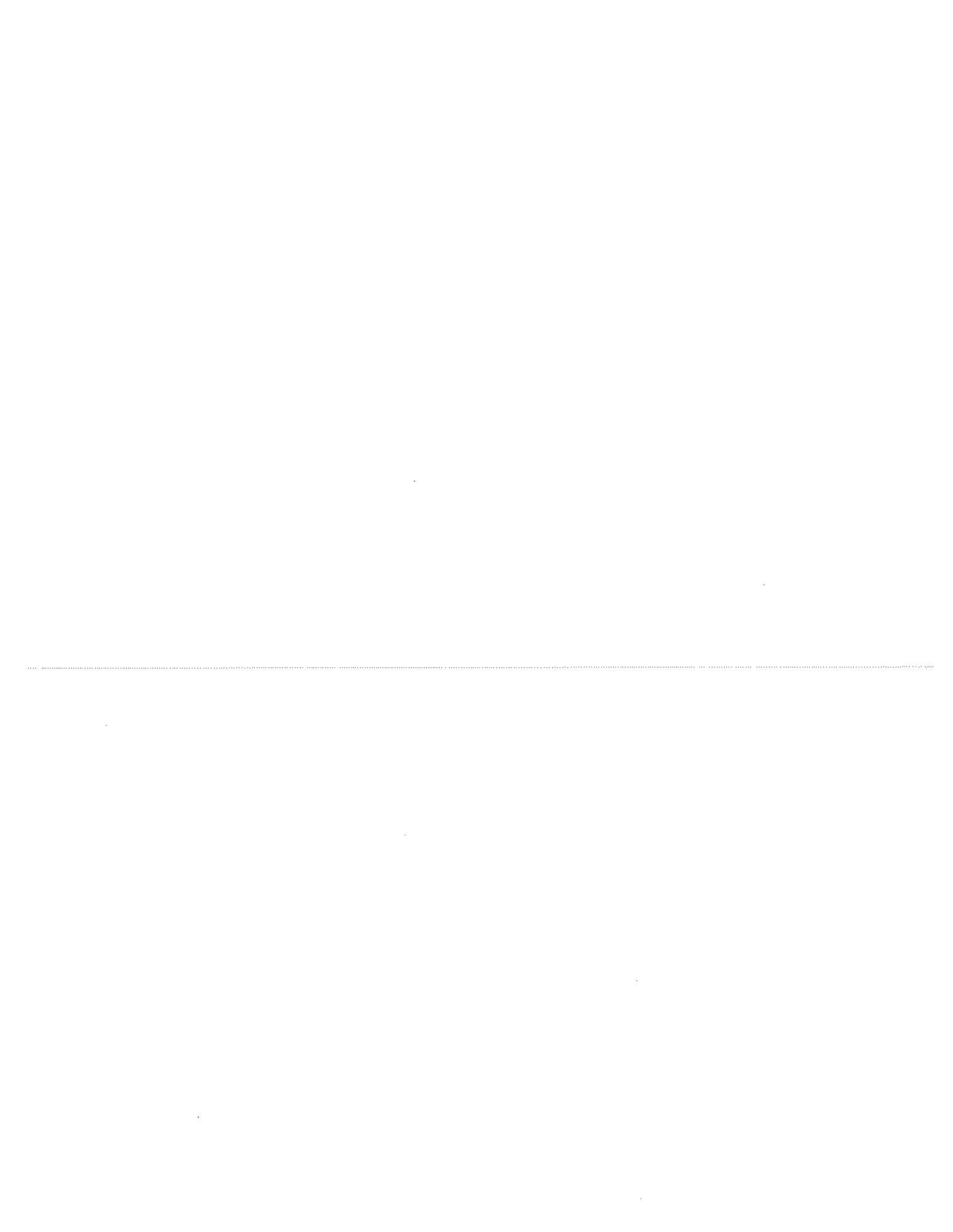
Signed



General Counsel
Title

April 15, 2013

Date



**EMPOWERMENT SKILLS FOR LEADERS CREDENTIALING PROGRAM
INTERAGENCY AGREEMENT BETWEEN THE NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
AND THE CITY UNIVERSITY OF NEW YORK
SECOND RENEWAL, 2011-2012**

SECOND RENEWAL of the Empowerment Skills for Leaders Credentialing Program (the "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, 2009, as amended by the First Renewal and Amendment, effective as of October 1, 2010.

WHEREAS, by Article I, "Term of Performance," Section A, Agreement provides a term of October 1, 2009 to September 30, 2010; and

WHEREAS, by Article I, "Term of Performance," Section B, Agreement provides the parties with three (3) additional one year renewals; and the Agreement was previously renewed by the parties for the period commencing October 1, 2010 and ending September 30, 2011; and

WHEREAS, the parties wish to exercise this second option to renew;

NOW, THE PARTIES AGREE THAT the Agreement be thus renewed for the period commencing October 1, 2011 and ending September 30, 2012, with the following amendments:

1. All dates are hereby revised as appropriate from:
 - a. 2010 to 2011 and
 - b. 2011 to 2012.
2. Borough of Manhattan Community College is changed to the School of Professional Studies in Article II, A.2.a.1.
3. As to all other terms and conditions, Agreement is affirmed as written.

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



Signed

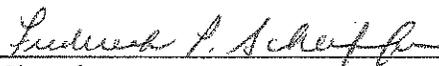
GENERAL COUNSEL

Title

Nov. 30, 2011

Date

THE CITY UNIVERSITY OF NEW YORK



Signed

General Counsel

Title

November 28, 2011

Date

**FAMILY DEVELOPMENT FOR SUPERVISORS CREDENTIALING SERIES
INTERAGENCY AGREEMENT BETWEEN THE NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
AND THE CITY UNIVERSITY OF NEW YORK
FIRST RENEWAL, 2010-2011**

FIRST RENEWAL of the Family Development for Supervisors Series Program (the "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, 2009:

WHEREAS, by Article I, "Term of Performance," Section A, Agreement provides a term of October 1, 2009 to September 30, 2010; and

WHEREAS, by Article I, "Term of Performance," Section B, Agreement provides the parties with three (3) additional one 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. 2009 to 2010 and
 - b. 2010 to 2011.
2. Cornell University is changed to the National FDC Program - University of Connecticut in Article III, A3, A.4
3. As to all other terms and conditions, Agreement is affirmed as written.

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



Signed

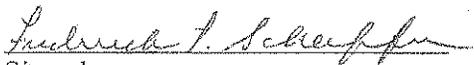
General Counsel

Title

11/23/10

Date

THE CITY UNIVERSITY OF NEW YORK



Signed

General Counsel

Title

11/17/10

Date

**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 Empowerment Skills for Leaders Credentialing Program, dated as of October 1, 2009, 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"), 535 East 80th Street, New York, New York 10075.

WITNESSETH:

WHEREAS, the City desires to provide an Empowerment Skills Program ("ESL Program") to train supervisors and other leaders in City agencies in the family development principles on which the Family Development Training and Credentialing Program is based; and

WHEREAS, DYCD has obtained a curriculum ("Curriculum"), and received funds to pay tuition costs for selected applicants ("Scholarship Students") in the ESL Program; and

WHEREAS, CUNY has the facilities and resources to provide the Curriculum and other services related to the ESL 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, 2009 through September 30, 2010, 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 ESL Program Funds.

ARTICLE II—SCOPE OF SERVICES

A. DYCD shall:

1. Select qualified Scholarship Students for the ESL 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 ESL Program and the Curriculum, in a series of classes for Scholarship Students and the general public ("Classes") at the following two (2) CUNY campuses ("Sites") (a list of the Sites with contact information for administrative personnel is incorporated herein and attached hereto as Appendix A):
 - 1) Borough of Manhattan Community College, and
 - 2) Lehman College

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

B. CUNY shall:

1. Conduct the ESL Program and provide the Curriculum in the Classes at the Sites.
 2. Ensure that the Classes are conducted by faculty who have completed Empowerment Skills for Leaders Institute training and consist of at least forty (40) hours of faculty time allocated as follows:
 - a. Thirty-three (33) hours of classroom instruction in the five (5) modules of the Curriculum; and
 - b. An additional three (3) hour class session for follow-up to the Leadership Empowerment Plan held one month after the last Class; and
 - c. Up to twenty (20) hours of portfolio advisement and development consisting of small group meetings and/or individual student advisement, based on faculty assessment of individual needs, including a minimum of one (1) hour per Scholarship Student; and
 - d. Such additional hours, not to exceed five (5) per site without prior written approval of DYCD.
 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 (20) 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 2009, 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 ESL Program funds, DYCD shall pay CUNY for ESL Program costs, upon receipt of timely, accurate, and complete invoices and documentation, including attendance records, satisfactory to DYCD, as follows:
 1. A student fee of four hundred fifty dollars (\$450) (the "Student Fee") for each Scholarship Student who attends at least two 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 second 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 two (2) business days after commencement of Classes and at least one (1) business day before the second 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 Cornell University for technical assistance and support services.
 4. An assessment fee of two hundred dollars (\$200) for each Scholarship Student who has completed the Curriculum to reimburse CUNY for a fee in the same amount paid to Cornell University for the ESL Program credential.
 5. A development fee of twenty dollars (\$20) per hour ("Development Fee") for each hour of faculty time required for Scholarship Students in current ESL classes to complete portfolio development, up to a maximum of five (5) additional hours per Site; provided, however, that no Development Fee shall be paid for more than five (5) additional hours per site without prior written approval of DYCD..
- 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
 535 East 80th Street
 New York, New York 10075
 Fax: 212 794-5706
 Attn: Dean John Mogulescu

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 ESL Program funds available, the actual and reasonable costs incurred of the items set forth in Article III, up to and including the effective date of termination.

ARTICLE VII—FERPA

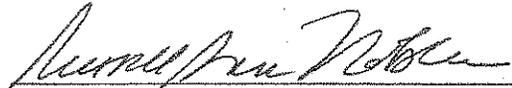
All information about CUNY students obtained from CUNY or a CUNY College shall be held confidential pursuant to the provisions of the Family Educational and Privacy Rights Act (20 U.S.C.A. 1232g).

ARTICLE VIII—INDEMNIFICATION

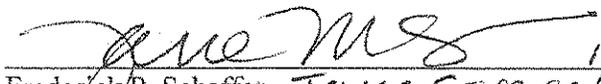
Each party agrees to assume liability for and does hereby indemnify, protect, and hold harmless the other party, its successors, directors, officers, agents, and employees, from and against any and all liabilities, losses, damages, penalties, claims, actions, expenses, and disbursements, including reasonable 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.

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: 
Everett Hughes, General Counsel
Deputy
1/19/10

THE CITY UNIVERSITY OF NEW YORK

By:  1/7/10
Frederick P. Schaffer *Jane Sovern*
Acting General Counsel and Vice Chancellor for Legal Affairs

