EMPOWERMENT SKILLS FOR LEADERS CREDENTIALING PROGRAM INTERAGENCY AGREEMENT BETWEEN NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT AND THE CITY UNIVERSITY OF NEW YORK SECOND RENEWAL, 2015-2016

This SECOND RENEWAL of the Empowerment Skills for Leaders Credentialing Program ("ESL" or "Program") Interagency Agreement ("Agreement") is made by and between the New York City Department of Youth and Community Development ("DYCD") and The City University of New York ("CUNY"), and dated as of October 1, 2015.

WHEREAS, by Article I, "Term of Performance," Paragraph 1, the Agreement provides the term of October 1, 2013 to September 30, 2014; and

WHEREAS, by Article I, "Term of Performance," Paragraph 2, the Agreement provides the parties with three (3) additional one (1) year renewals; and

WHEREAS, the parties exercised a first option to renew in October 2014; and

WHEREAS, the parties now wish to exercise this second 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. 2014 to 2015 and
    b. 2015 to 2016.

2. Article III, "Payment," is hereby amended by replacing Subsection A, Paragraph 4 with the following:

    "Beginning on January 1, 2016, an assessment fee of three hundred dollars ($300) for each Scholarship Student who has completed the Curriculum to reimburse CUNY for a fee in the same amount paid to the National Family Development Credentialing Program for the ESL Program credential."

3. Article III, "Payment," is hereby amended by adding the following at the end of Subsection A:

    "6. Reimbursement to CUNY for course books and materials, in an amount not to exceed sixty-five dollars ($65) per DYCD staff participant, for a total of no more than forty (40) DYCD staff participants during the Term of Performance."

4. In Article IV, "Notice," DYCD's address for notice is hereby revised to:
   NYC Department of Youth and Community Development
   Capacity Building
   2 Lafayette Street, 20th Floor
   New York, NY 10038
   Fax: 646-343-6044
   Attn: Meryl Jones, Assistant Commissioner for Capacity Building

5. As to all other terms and conditions, Agreement is affirmed as written.

NEW YORK CITY DEPARTMENT
OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press, General Counsel

12/28/15
Date

THE CITY UNIVERSITY OF NEW YORK

Frederick P. Schaffer, General Counsel and **Senior Vice Chancellor**
For Legal Affairs

12/23/15
Date

Approved As To Form
The City University of New York
Office of the General Counsel
Date: 12/23/15

EMPOWERMENT SKILLS FOR LEADERS CREDENTIALING PROGRAM
INTERAGENCY AGREEMENT BETWEEN NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
AND THE CITY UNIVERSITY OF NEW YORK
FIRST RENEWAL, 2014-2015

FIRST RENEWAL of the Empowerment Skills for Leaders Credentialing Program ("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, 2013.

WHEREAS, by Article I, "Term of Performance," Paragraph 1, Agreement provides the term of October 1, 2013 to September 30, 2014; and

WHEREAS, by Article I, "Term of Performance," Paragraph 2, Agreement provides the parties with three (3) additional one (1) 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. 2013 to 2014 and
   b. 2014 to 2015.

2. In Article IV, "Notice," DYCD's address for notice is hereby revised to:
   NYC Department of Youth and Community Development
   Capacity Building
   2 Lafayette Street, 20th Floor
   New York, NY 10038
   Fax: 646-343-6036
   Attn: Meryl Jones, Assistant Commissioner for Capacity Building

3. As to all other terms and conditions, Agreement is affirmed as written.

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NEW YORK CITY DEPARTMENT
OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press, General Counsel

5/15/15
Date

THE CITY UNIVERSITY OF NEW YORK

~~Frederick Schaffer, General Counsel~~ Acting
Jane Sovern

5/13/15
Date

Approved As To Form
The City University of New York
Office of the General Counsel
Date: 5/15/2015

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, 2013, 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"), 205 East 42nd Street, New York, New York 10017.

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, 2013 through September 30, 2014, 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) CUNY School of Professional Studies 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; 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-five (25) 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 2013, 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, reasonably satisfactory to DYCD, as follows:

1. A student fee of four hundred seventy five dollars ($475) (the "Student Fee") for each Scholarship Student who attends at least two Classes, invoiced to DYCD after the respective Scholarship Student attends two 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-two dollars ($22) 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
205 East 42nd Street
New York, New York 10017
Fax: 212 794-5706

Attn: Dean John Mogulescu

And, for legal matters, with a copy to:

The City University of New York
Office of General Counsel
205 East 42nd Street
New York, New York 10017
Fax: 212 294-5706
Attn: CUNY-DYCD ESL-FDC MOU FY 2014

And, for fiscal matters, with a copy to:

Research Foundation of CUNY
230 W. 41st St., 7th Fl.
New York, NY 10036
Fax: 212 417-8435
Attn: Kyung Hur

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

Subject to applicable law, 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.

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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: _____
Michael Ovin, General Counsel

THE CITY UNIVERSITY OF NEW YORK

By: _____
Frederick P. Schaffer
General Counsel and Senior Vice Chancellor for Legal Affairs

Approved As To Form
_____ gow
The City University of New York
Office of the General Counsel
Date: 4/25/2014