SUMMER YOUTH EMPLOYMENT PROGRAM
MEMORANDUM OF UNDERSTANDING
-between-

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
-and-

THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION

This **MEMORANDUM OF UNDERSTANDING** (the "MOU" or the "Agreement"), effective as of March 11, 2019, is made and entered into by the following: the New York City Department of Education ("DOE"), located at 52 Chambers Street, New York, NY 10007, including its District 75 Citywide Programs ("District 75"), located at 400 First Ave, New York, NY, 10010; and the New York City Department of Youth and Community Development ("DYCD"), located at 2 Lafayette Street, 21st Floor, New York, New York 10007 (each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, DYCD funds community-based organizations ("SYEP Contractors") to operate the Summer Youth Employment Program ("SYEP"), which provides New York City youth with paid summer work experience at a variety of entry-level positions for a period of up to six weeks; and

WHEREAS, the New York City Department of Education ("DOE") is the department of the government of New York City that manages the city's public school system; and

WHEREAS, during the summer of 2018, the Parties collaborated on implementing a pilot program of the School-Based Service Option of SYEP ("School-Based SYEP"), and have worked together collaboratively to facilitate expanding the program to a regular program that provides expanded SYEP programming for youth between the ages of fourteen (14) and twenty-one (21) who are enrolled in designated DOE schools; and

WHEREAS, DOE, in collaboration with the NYC Center for Youth Employment ("CYE"), operates the CareerCLUE (Community Learning, Understanding, and Experience) Program ("CareerCLUE"), which provides foundational career development experience through compensated project-based learning opportunities to students enrolled in New York City Community Schools during summer recess; and

WHEREAS, the DOE Transition and College Access Center ("TCAC") supports schools and families with facilitating a seamless transition for students with IEPs from school to adult life, in preparation to be productive members of society. This includes but is not limited to citywide educational, vocational, and behavior support programs based on Individualized Education Plans for DOE students; and

WHEREAS, the Vulnerable Youth Service Option of SYEP ("VY Option") provides SYEP programming for youth between the ages of fourteen (14) and twenty-four (24) who are identified as belonging to one of the following special populations: court-involved youth, youth in foster care, runaway and homeless youth, and youth in families who are receiving preventive services through the New York City Administration for Children's Services ("ACS"); and

WHEREAS, the Parties have agreed to collaborate on: implementation of School-Based SYEP, including establishing procedures for SYEP to be operated during non-school hours in DOE schools and for SYEP Contractors to receive proper security clearances; providing SYEP programming to youth served by the DOE TCAC ("SYEP for Youth with Disabilities"); and assisting Participants with earning academic credit for their participation in School-Based SYEP, SYEP for Youth with Disabilities, and the VY Option.
NOW, THEREFORE, the Parties agree as follows:

Article 1. TERM

The term of this Agreement is the period of March 11, 2019, through June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement ("Term"). DOE and DYCD shall have the option to renew this agreement upon written agreement by both Parties.

Article 2. TERMINATION

A. Either Party may, at any time, and for any reason, terminate this Agreement by giving 30 days written notice to the other party.

B. In the event that this Agreement is terminated, the provisions of Article 10, Confidentiality, shall remain in effect in perpetuity.

Article 3. SCOPE OF PROJECT

A. GENERAL

The purpose of this Agreement is to provide a framework for: providing School-Based SYEP program services to enrolled DOE students, which shall include sharing data and resources between the Parties; providing SYEP for Youth with Disabilities; and identifying Participants who are eligible to receive academic credit(s).

B. PROJECT DESCRIPTION

The SYEP Program, operated by DYCD's SYEP Contractors, provides subsidized jobs and work readiness training to thousands of youth for six weeks each summer.

During the Term of the Agreement, for School-Based SYEP, DYCD will expand its work-readiness training to students enrolled at designated DOE schools, with the goal of strengthening connections between academic learning and summer career exploration. In this model, select New York City public high schools and SYEP Contractors will work

collaboratively to implement both school year and summer program components. Further, DOE will designate certain schools to provide the CareerCLUE program.

In addition, during the Term, for SYEP for Youth with Disabilities, the DOE TCAC will provide SYEP program services to a total of three thousand (3,000) Participants, with the goal of developing summer placements that are appropriately tailored to their developmental needs.

In order to facilitate this collaboration, all Parties will share resources, as detailed further in this Agreement.

Article 4. SCOPE OF SERVICES – DOE

A. During the Term, DOE shall, either directly or indirectly through funded contractors, provide the following services for the School-Based SYEP:

1. DOE shall provide a list of schools designated to host School-Based SYEP Programs ("Schools Sites") in writing to DYCD each year. DOE will promptly notify DYCD of changes that occur in School Sites due to district restructuring or closure. The Parties agree to meet regularly throughout the year to review and agree upon the number and location of School Sites. A list of School Sites hosting School-Based SYEP programs during the summer of 2019 is attached hereto as Appendix A, List of Schools Hosting School-Based SYEP Summer 2019.

2. Designate adequate space, staff, technology, and support services during school hours at the schools for application intake, enrollment, trainings, and summer activities as indicated in Appendix E. SYEP Contractors shall be required to apply for any necessary permits with the DOE to provide services at a DOE school. Any fees (such as permit and safety fees) which may be incurred under this section are subject to prior written approval from the DOE.

   a. The Parties agree to meet regularly throughout the year to review and agree upon the staffing and space needs required by SYEP Contractors to operate the School-Based SYEP Program, as outlined in this Section, and to resolve any issues that may arise.

   b. Both Parties will exchange, and as necessary periodically update, the names and contact information of their respective staff members working on School-Based SYEP, including, for the DOE, such staff assigned to charter schools. Such information shall identify each staff person's areas of responsibility with respect to School-Based SYEP.

   c. DOE agrees to make available to SYEP Contractor and DYCD for each of the School Sites:

i. Assurance that the School Site shall be available for SYEP programs during the Term and subsequent agreed upon renewal(s), and that no SYEP Contractor shall be removed from a School Site except for good cause and upon at least sixty (60) days written notice from the DOE to the SYEP Contractor and DYCD specifying the cause. Notwithstanding the foregoing, the DOE may remove any SYEP Contractor with immediate effect upon notice to DYCD if the DOE believes that such SYEP Contractor is performing its obligations in a manner which would endanger the health, safety and/or welfare of students and/or their families, or cause significant damage to DOE property.

ii. Written procedures, including the identification of appropriate DOE staff, for resolving facility issues.

iii. Immediate written notice to SYEP Contractors and DYCD of school closings for repairs or emergencies, and collaboration between DOE and DYCD regarding relocation of any SYEP programs affected by such school closures.

iv. A commitment to timely and promptly resolve disputes regarding DOE facilities and other issues between DOE staff and SYEP Contractors by DOE's Office of Community Schools (OCS) and Office of Postsecondary Readiness, in consultation with the appropriate DYCD program staff. School Site Principals will be encouraged to contact OCS with concerns that have not been resolved through direct contact with the SYEP Contractor.

v. DOE commits to working with Principals, SYEP Contractors and School Site staff to resolve any issues with respect to disputes.

d. The parties agree that the SYEP Contractors are responsible for providing adequate supervision and maintaining DOE property and equipment in good order subject to ordinary use and wear and tear.

e. *Student Recruitment:* SYEP Programs must be provided, at a minimum, suitable classroom or other semi-private, quiet workspace, including access to internet, to support student engagement, application and enrollment for up to 25 hours during the winter and spring. This includes adequate space for SYEP Contractors to accept and process applications and enrollment documents from students, both during school hours and after school as needed to accommodate students' academic schedules. SYEP Programs would ideally have the opportunity to post flyers, and make announcements/presentations about SYEP to students and/or parents, both during school hours and after school. Where applicable, SYEP Contractors and School Sites will coordinate such access with CareerCLUE providers to maximize student recruitment efforts, as outlined above.

f. *Work Readiness Training / Student Orientation:* School Based SYEP requires school-year enrichment time preparing students for their SYEP experience. SYEP Programs must provide 10 hours of training for Younger Youth (ages 14-15, as of the first day of summer programming) and 15 hours of training for Older Youth (ages 16-21 as of the first day of summer programming) as part of the school day or during after-school hours. Programming can be flexible. School Sites will provide appropriate classroom space and instructional facilities suitable for this enrichment programming.

g. *Summer Programs:* All School-Based SYEP programs may operate on regularly scheduled DOE summer school days for up to 6 hours per day (ending by 3:00pm), four days per week, for 6 weeks for a total of 144 hours per year. School Sites will provide appropriate classroom space and instructional facilities suitable for conducting Younger Youth project-based learning experiences for participants in cohorts up to 40.

h. *Special Events/Parent Engagement Openings:* At the discretion of the program in consultation with the school.

3. Provide guidance for School Leadership on student selection. School Leadership will select students to participate in the School Based SYEP, including CareerCLUE, and students to be placed on the wait list. School Leadership will further ensure that only students eligible for SYEP are referred to the program, and will support students in acquiring all required eligibility paperwork.

4. Timely security clearance, through the PETS system, including processing of finger printing and background checks necessary to allow SYEP Contractor staff access to DOE school buildings. DYCD contractors will be responsible for the security clearance costs associated with compliance with this Section.

5. Ensure SYEP Contractor staff will be granted access to DOE school buildings in order to collect timesheets on a weekly basis and conduct site monitoring visits, including collecting sign-in sheets, conducting safety monitoring, assessing appropriateness of curriculum content, and conducting job placement assessment interviews with participants.

6. Schools will work with SYEP Contractors to determine industry priorities for job development and co-develop a work readiness curriculum.

7. For the schools designated to provide CareerCLUE to Participants, coordinate with CareerCLUE's curriculum provider(s), Community School staff, and SYEP Contractors to ensure that classrooms are no larger than 30 students and a 1:12 Facilitator-to-Participant ratio is maintained to implement the curriculum. Facilitators shall include one certified instructor from the participating school, one certified instructor from the CareerCLUE curriculum provider, and one staff member from the SYEP Contractor.

B. The DOE shall, either directly or indirectly through funded contractors, provide SYEP services to up to one thousand (1,000) Participants each year, as set forth in the hereto attached Appendix C, SYEP for Youth with Disabilities Program Services Packet. For program year one, the total number of Participants each year shall include one hundred twenty-six (126) Younger Youth and seven hundred eighty seven (787) Older Youth, as defined in Appendix C. For program years two and three the total number of Participants each year shall include three hundred (300) Younger Youth and seven hundred (700) Older Youth.

C. DOE shall determine requirements for granting academic credit(s) to SYEP Participants, including those enrolled in School-Based SYEP, SYEP for Youth with Disabilities, and the VY Option, and utilize Data provided by DYCD to identify Participants eligible to receive academic credit(s).

D. DOE acknowledges that DYCD may wish to evaluate the School-Based SYEP and/or the SYEP for Youth with Disabilities programs. Both DOE and DYCD agree to cooperatively work with one another and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation. Such evaluation will be contingent upon DOE Research and Policy Support Group approving what data is shared, the third party evaluator attaining IRB approval for evaluation methods, and any other review or approval needed in light of the City's Identifying Information Law, effective June 15, 2018.

Article 5. SCOPE OF SERVICES – DYCD

A. During the Term, DYCD shall cause its SYEP Contractors to operate the School-Based SYEP.

1. DYCD shall ensure that SYEP Contractors adhere to the DOE fingerprinting and background check requirements, as outlined in Appendix B, School-Based SYEP Scope of Work, which is attached hereto.

2. DYCD shall notify DOE when changes occur in SYEP Contractors.

3. DYCD will provide to DOE an annual summary report for the School-Based SYEP Program. The summary report will include, but not be limited to the following:

    a. List of participating schools; and

    b. Number of Participants served.

5. DYCD shall ensure SYEP Contractors have obtained parental consent forms from students participating in SYEP programs. Such consent forms shall be based on a template provided by DYCD to DOE for review.

B. At the conclusion of summer program services for School-Based SYEP, SYEP for Youth with Disabilities, and the VY Option, DYCD shall send data necessary for DOE to grant academic credit to eligible Participants, which will include:

1. Participant's name;

2. Participant's date of birth;

3. Name and location of Participant's assigned worksite;

4. Hours worked by Participant; and

5. Where indicated by DOE as necessary, student training plans, evaluation reports and time sheets.

Article 6. TERMS OF PAYMENT

A. DOE shall be responsible for the costs of administering program services, as outlined above in Article 4, with the exception of:

1. The costs associated with Article 4, Section (A)(4); and

2. The costs associated with Article 4, Section B, which shall be reimbursed by DYCD as follows:

   a. During the Term, DYCD shall reimburse DOE up to an amount not to exceed one million four hundred eighty five thousand dollars ($1,485,000) for all services provided, as outlined in Article 4(B), during the Term on a cost-reimbursement basis, in accordance with the City of New York Health and Human Services Cost Policies and Procedures Manual ("Cost Manual") (available at nyc.gov/hrc, which shall take precedence over the DYCD Fiscal Manual in the event of a conflict), the DYCD Fiscal Manual, and an annual line-item budget approved in advance by DYCD, which are attached hereto in Appendix C, as follows:

      i. During the period beginning July 1, 2019, and ending June 30, 2020, DYCD shall reimburse DOE an amount not to exceed $429,750, which shall include $75,600 for Younger Youth and $354,150 for Older Youth;

      ii. During the period beginning July 1, 2020, and ending June 30, 2021, DYCD shall reimburse DOE an amount not to exceed $495,000, which shall include $180,000 for Younger Youth and $315,000 for Older Youth; and

      iii. During the period beginning July 1, 2021, and ending June 30, 2022, DYCD shall reimburse DOE an amount not to exceed $495,000, which shall include $180,000 for Younger Youth and $315,000 for Older Youth.

   b. The maximum amounts to be reimbursed under this Agreement are based on DYCD paying DOE a determined rate per Participant for the specific number of

Participants identified in the line item budgets submitted by DOE. DYCD shall reimburse DOE for Participants served at a rate not to exceed: six hundred dollars ($600) per Younger Youth Participant, as defined in Appendix C, Scope of Work, SYEP for Youth with Disabilities – Younger Youth, and four hundred fifty dollars ($450) per Older Youth Participant, as defined in Appendix C, Scope of Work, SYEP for Youth with Disabilities – Older Youth. DOE shall serve a total of 726 Younger Youth Participants (126 in program year one and 300 in each of program years two and three) and 2,187 Older Youth Participants (787 in program year one and 700 in each of program years two and three) during the Term.

c. DOE shall only be entitled to reimbursement for the number of Participants DOE has actually enrolled and served in accordance with the terms of this Agreement, including Appendix C, SYEP for Youth with Disabilities, Program Plan, and the line-item budget approved by DYCD.

d. DOE shall submit monthly invoices, in the form of a "Program Expense Report Summary ("PERS"), in accordance with the Cost Manual and the DYCD Fiscal Manual.

    i. The PERS must list the expenditures made by DOE during the month by the 10th day of the following month. PERS received after the 15th of the following month are considered late and may result in a delay in processing.

    ii. Each invoice shall be signed by DOE, Jonathan Santiago, Executive Director of Transition and College Access Centers (TCAC), and shall include the following language: *"I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to price and amount, that it is necessary for the proper transaction of the business of DYCD, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the costs of the operation of SYEP.*

e. DYCD will make payments to DOE via the intra-City payment process for appropriately submitted invoices.

f. DOE shall provide financial reporting of actual expenditures at the end of each fiscal year. Any unspent funds remaining at the end of the term shall be returned to DYCD.

g. This Agreement is funded in whole or in part by funds secured by DYCD from the New York State and/or City governments, and is subject to the availability of such funds for each City fiscal year thereof. Should there be a reduction or discontinuance of such funds by action of the State and/or City governments, DYCD shall, subject to the terms of Article 2, above, in its sole discretion, have the right to terminate this Agreement, or to reduce the funding and the corresponding

level of services caused by such action by the State and/or City governments. DYCD shall also have the right to reduce the total funding level if there is a reduction in the number of Participants eligible to receive services from DOE, provided that are also subject to level and availability of Participants and their interest. For clarity, the rate per Participant, as listed in Article 6(A)(2) shall not be affected by any such reduction. This Agreement shall not obligate DYCD beyond the dollar amount designated in the absence of a duly executed written amendment to this Agreement by each of the Parties.

B. In addition to funding transferred to DOE as referenced in Article 6, Section (A)(2) above, DYCD shall be responsible for the costs of the wages to be paid to all Participants, as well as the payroll processing system fees, workers compensation, payroll tax expenses, and applicable SYEP Contractor fees. DYCD shall further require SYEP Contractors be responsible for security clearance expenses required under Article 4, Section (A)(4) and any fees incurred as a result of a program being in a school after 6:00 pm under Section (A)(2).

C. The Parties agree that no costs shall be incurred, and neither Party shall pay any money to the other in relation to the MOU, beyond those outlined in this Article 6.

Article 7. NOTICES AND COMMUNICATION

All notices and communication to the Parties under this Agreement shall be delivered via email, telephone, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery services that provides a receipt to the sender, and sent to the Parties at the following addresses:

For DOE:

Attn: Chris Caruso
Executive Director, Office of Community Schools
NYC Department of Education
52 Chambers Street, Suite 3M
New York, NY 10007
CCaruso6@schools.nyc.gov

For DOE TCAC:

Attn: Jonathan Santiago
Executive Director of Transition and College Access Centers
NYC Department of Education
52 Chambers St. Room 220
New York, NY 10007
JSantiago27@schools.nyc.gov

For DOE District 75:

Attn: Ketler Louissaint
Superintendent, District 75
NYC Department of Education
400 First Ave, 8th Floor
New York, NY 10010
Klouiss@schools.nyc.gov

For DYCD:

Office of General Counsel
NYC Department of Youth and Community Development
2 Lafayette Street, 21st Floor
New York, NY 10007
Attn: Caroline Press, General Counsel
CPress@dycd.nyc.gov

Article 8. RETENTION OF RECORDS

The Parties and their contractors shall retain all books, records, and other documentation relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Any city, state, and federal auditors and any other persons duly authorized by either Party shall, with reasonable notice to the other Party have full access to and the right to examine any of said materials during said period.

Article 9. COMPLIANCE WITH LAW

A. The Services rendered under this Agreement shall be performed in accordance with the applicable provisions of federal, state, and local laws, rules, and regulations as are in effect at the time such services are rendered including, without limitation, the Civil Rights Act of 1964, as amended by Executive Order 1 1246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, 45 CFR 85.

B. By entering into this Agreement, DYCD affirms that its Agency Privacy Officer has reviewed this Agreement and determined that any disclosure by it of identifying information, as defined by Local Laws 245 and 247 of 2017, is routine. DYCD further affirms that it will seek review and approval from the City Chief Privacy Officer for any non-routine disclosure of identifying information, where necessary.

C. Pursuant to Local Law 40 of 2011, the Parties understand that this Agreement may be posted on NYC.gov within thirty (30) days of execution.

Article 10. CONFIDENTIALITY

A. "Confidential Information" means any personally identifiable information related to DOE students, student families/guardians, DOE employees, agents and/or volunteers obtained by or furnished to the receiving party; all findings, analysis, data, reports or other information learned or developed and based thereon, whether in oral, written, graphic, or machine-readable form; and all information marked "confidential." Confidential Information includes, but is not limited to, names, addresses, contact information, school or school attended, school district, grades or other reviews, credits, scores, analysis or evaluations, records, correspondence, activities or associations, financial information, social security numbers or other identifying numbers or codes, date of birth or age, gender, religion, sexual preference, national origin, socio-economic status (including poverty indicators), race, ethnicity, special education status, or English Language Learner status; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; and any other information qualifying as "personally identifiable information" as defined in the Family and Educational Rights and Privacy Act (20 U.S.C. 1232g) and/or any applicable regulations promulgated thereunder, including but not limited to 34 C.F.R. Part 99 (together, "FERPA"); regardless of whether such information was disclosed prior to, concurrent with or subsequent to this Agreement. "Confidential Information" shall not include any information that is: (i) lawfully in the public domain at the time of receipt or which lawfully comes into the public domain thereafter through no act of the receiving party in breach of this Agreement, (ii) demonstrated to have been known to the receiving party prior to disclosure by or through the DOE, (iii) disclosed with the prior written approval of the DOE, (iv) demonstrated to have been independently developed by the Recipient without reference to the Confidential Information, (v) disclosed to the receiving party by a third party under conditions permitting such disclosure, without breach of this Agreement, and/or (vi) disclosed as required by court order, subpoena, other validly issued administrative or judicial notice or order and/or as a matter of applicable law, provided, however, that in the event disclosure is required of the receiving party under the provision of any law, lawfully-issued subpoena or court order, the receiving party will (a) promptly notify the DOE of the obligations to make such disclosure sufficiently in advance of the disclosure, if possible, to allow the DOE to seek a protective order or to comply with any reporting obligations under FERPA or any other law, and (b) disclose such Confidential Information only to the extent allowed under a protective order, if any, or necessary to comply with the law, lawfully-issued subpoena or court order. The Parties agree to hold Confidential Information in strict confidence. The Parties agree that such Confidential Information shall not be made available to any person organization, agency, or other entity, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction. The Parties agree to maintain the confidentiality of Confidential Information by using a reasonable degree of care, and using at least the same degree of care that the Parties use to preserve the confidentiality of their own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Parties shall utilize best practice methods (e.g., encryption of electronic

records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that DYCD or DOE, as applicable, provides advance notice to the other Party, in writing or by e-mail, that it intends to disclose such reports, information or data and the other Party does not respond in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. Each Party agrees to notify the other Party within three (3) business days of the discovery of any breach of security as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Parties that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Party or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Party through which the breach occurred shall take reasonable steps to remediate the cause or causes of such breach, and provide written notice to the other Party of such steps.

C. The Parties shall restrict access to Confidential Information to persons who have a legitimate work related purpose to access such information. The Parties will instruct their officers, employees, contractors and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement. Parties agree to ensure that any contractors or other non-employee parties accessing or using Confidential Data execute a non-disclosure agreement that includes confidentiality and data security obligations equivalent to, and no less protective than, those found in this MOU.

D. Each Party agree to hold all individually identifiable information obtained, learned or developed by the other Party confidential pursuant to applicable provisions of state and federal laws, including but not limited to FERPA, New York Education Law §2-d, and any applicable regulations promulgated thereunder.

E. DYCD shall adhere to a data privacy and security plan, which complies with the City of New York Citywide Information Security Standards documents located at https://www1.nyc.gov/site/doitt/business/it-security-requirements-vendors-contractors.page, and shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Confidential Information. DYCD shall comply with the DOE Parents' Bill of Rights for Data Privacy and Security, attached hereto as Appendix D.

F. The Parties, and their officers, employees, and agents shall consult with and cooperate with each other, at any time either during or after completion or termination of this Agreement, on the content of any intended statement to the press or on the content any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable

under the circumstances. The Parties shall not issue any statement or submit any material for publication that includes confidential information as prohibited by this Article 10.

G. At the request of either Party, the Parties shall return to each other any and all Confidential Information in the possession of the Parties or their subcontractors, except as required to retain under law. Any Confidential Information retained shall continue to be maintained in accordance with the requirements set forth in Article 10. The Parties shall confer with each other, in good faith, regarding any issues that arise from either Party retaining such Confidential Information.

H. A breach of this Article 10 shall constitute a material breach of this Agreement for which either Party may terminate this Agreement pursuant to Article 2. Both Parties reserve any and all other rights and remedies in the event of unauthorized disclosure.

I. Either Party may share the results of analysis and research with third parties; provided that any reports shared with third parties shall contain only anonymous, aggregate data on Participants and have been sent or will be sent simultaneously to the other Party. Neither Party shall share any Participant identifying information or Confidential Information with any third parties. Notwithstanding the foregoing, nothing in this Agreement shall limit either Party's use or disclosure of anonymous, aggregate data derived in whole or in part from Participant data, provided that the Party sends such anonymous, aggregate data to the other Party for informational purposes prior to or simultaneous with sending it to such third parties. Furthermore, neither Party shall include any information in any postings made publicly pursuant to the City's Open Data laws without first informing the other Party.

Article 11. MISCELLANEOUS

A. This Agreement may be modified upon mutual agreement of the Parties as set forth in writing signed by the Parties. It may not be modified orally.

B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.

C. This MOU contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.

D. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Chris Caruso
Executive Director
Office of Community Schools

March 03, 2020
Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Lindsey Oates
Chief Financial Officer

04/29/2020
Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Nikki Dimanche
Chief Operating Officer
School Climate and Wellness

March 20, 2020
Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Lawrence Pendergast
Deputy Chief Academic Officer
Division of Teaching and Learning

March 11, 2020
Date

DEPARTMENT OF EDUCATION
DISTRICT 75

Ketler Louissaint
Superintendent, District 75

3/3/20
Date

DEPARTMENT OF EDUCATION
TRANSITION AND COLLEGE ACCESS CENTER

Jonathan Santiago
Executive Director
Transition and College Access Centers

March 03, 2020
Date

City of New York Department of Education

/s/ Christina Foti 4/7/20
Name: Christina Foti
Deputy Chief Academic Officer
Division of Specialized Instruction and Student Support

/s/ Alicia Roman
Name: Alicia Roman
Chief Operations Officer
Office of the Chief Academic Officer

CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press
General Counsel

3/13/2020
Date

Appendix A

List of Schools Hosting School-Based SYEP

A. Philip Randolph Campus High School
Academy for Language and Technology
Academy for Young Writers
Alfred E. Smith Career and Technical Education High School
Antonia Pantoja Preparatory Academy: A College Board
August Martin High School
Automotive High School
Boys and Girls High School
Bronx Academy for Software Engineering (BASE)
Bronx Aerospace High School
Bronx Collegiate
Bronx Design and Construction Academy
Bronx Early College Academy for Teaching & Learning
Bronx Engineering and Technology Academy
Bronx Envision Academy
Bronx High School of Business
Bronx International High School
Bronx Leadership Academy High School
Bronx School of Law and Finance
Bronx Studio School for Writers and Artists
Bronxdale High School
Brooklyn International High School
Brooklyn Lab School
Brooklyn STEAM Center
Broome Street Academy Charter School
Bushwick Leaders High School for Academic Excellence
Business Of Sports School
Careers in Sports High School
Chelsea Career and Technical Education High School
Community Health Academy of the Heights
Curtis High School
Cypress Hills Collegiate Preparatory School
DeWitt Clinton High School
DreamYard Preparatory School
East Bronx Academy For The Future

Esperanza Preparatory Academy
Fannie Lou Hamer Freedom High School
FDNY - Captain Vernon A. Richard High School for Fire and Life Safety
Flushing International High School
Fordham Leadership Academy
Frederick Douglass Academy
Frederick Douglass Academy II Secondary School
Frederick Douglass Academy III Secondary School
H.E.R.O. High (Health, Education, and Research Occupations High School)
High School for Health Careers and Sciences
High School for Law and Public Service
High School for Media and Communications
High School of Computers and Technology
High School of World Cultures
Hillcrest High School
International School for Liberal Arts
Inwood Early College for Health and Information Technologies
It Takes a Village Academy
J. M. Rapport School Career Development
John Adams High School
John Bowne High School
Juan Morel Campos Secondary School
Long Island City High School
Lower East Side Preparatory High School
Manhattan Bridges High School
Manhattan Early College School for Advertising
Metropolitan High School, The
Morris Academy for Collaborative Studies
Multicultural High School
Newtown High School
Pan American International High School
Port Richmond High School
Queens High School for Information, Research, and Technology
Queens Technical High School
Ralph R. McKee Career and Technical Education High School
Renaissance Charter High School for Innovation
Richmond Hill High School
Rockaway Park High School for Environmental Sustainability
School for Human Rights, The
The Academy of Urban Planning and Engineering
The Facing History School
The Laboratory School of Finance and Technology: X223
The Marie Curie School for Medicine, Nursing, and Health Professions

The Maxine Greene HS for Imaginative Inquiry
The Urban Assembly Bronx Academy of Letters
The Urban Assembly School for Green Careers
The Williamsburg High School of Art and Technology
Thurgood Marshall Academy for Learning and Social Change
Urban Assembly School for Applied Math and Science, The
Urban Assembly School of Design and Construction
W. H. Maxwell Career and Technical Education High
William Cullen Bryant High School
Williamsburg High School for Architecture and Design
Wings Academy
World Academy for Total Community Health High School

Appendix B

Scope of Work, School Based SYEP

Appendix B_Scope of Work_School Bas

APPENDIX B

SUMMER YOUTH EMPLOYMENT PROGRAM

SCOPE OF WORK

SCHOOL-BASED

ARTICLE I – DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth below:

1) "ADA" means the federal Americans with Disabilities Act.
2) "Agreement" means the Standard Human Services Agreement and all Riders and Appendices thereto.
3) "CareerCLUE" means the Community Learning, Understanding and Experience Enrichment Program developed by the DOE, as defined herein, and the New York City Center for Youth Employment. CareerCLUE provides a foundational career development experience for young teens, supporting their acculturation to the world through service learning projects while strengthening academics and facilitating self-assessment and consideration of career paths.
4) "City" means New York City.
5) "DOE" means the City Department of Education.
6) "DYCD Fiscal Manual" means the Fiscal Manual for Community Based Organizations, as amended or revised during the Term, as defined in the Agreement, published by DYCD.
7) "Enrollment Requirements" mean the minimum documentation required to be presented to Contractor in order to participate in SYEP, including valid Identification, Residency, and Working Documents, as defined herein, and, if aged seventeen (17) or younger, parental or guardian consent to participate in SYEP.
    a) "Identification Documents" means proof of identity and age, such as a birth certificate, NYS driver/non-driver license, social security card, valid U.S. passport, or alien registration card.
    b) "Residency Documents" means proof of New York City residency, such as a current utility bill or official mail from a federal, state, or city agency addressed to the Participant, or the Participant's parent or guardian if Participant is aged 17 or younger, Participant's official school transcript or a recent report card with address, a NYS driver/non-driver license, or a current lease.
    c) "Working Documents" means proof that the Participant is eligible to work, such as a birth certificate issued in the United States, a Social Security Card, or Employment Authorization Document issued by U.S. Citizenship and Immigration Services. Participants under age 18 must also provide age-appropriate New York State employment

certificates. Male Participants aged eighteen (18) or older must also provide proof of Selective Service Registration. Working Documents are required only for Older Youth Participants given a Work Assignment.

8) "Participant" means a City resident who:
   a) meets the Enrollment Requirements of SYEP,
   b) is enrolled in SYEP,
   c) is a student enrolled in a designated School Site; and
   d) as of the first day of the Program Period, is either:
      i) aged fourteen (14) through fifteen (15) ("Younger Youth Participant"); or
      ii) aged sixteen (16) through twenty-one (21) ("Older Youth Participant").
9) "Participant Enrollment Survey" or "PES" means the standardized assessment tool provided by DYCD to Contractor to be used to evaluate the specific interests, strengths, and needs of each Participant and to determine each Younger Youth Participant's Project Assignment and each Older Youth Participant's Work Assignment, as well as Supportive Services for all Participants. The PES consists of several forms, some of which are to be filled out by the Contractor and others by the Participant and the Participant's parent or guardian if aged 17 or younger.
10) "Private Sector" means for-profit or non-governmental entities, as well as large private, not-for-profit organizations such as hospitals and universities.
11) "Program Period" means a continuous six-week period scheduled each summer by DYCD, during which Younger Youth participate in Project-Based Learning Experience/s and Older Youth participate in Work-Based Experience/s.
12) "Program Services" include, but are not limited to, the following services provided by the Contractor"
   a) Participant outreach and recruitment;
   b) Project-Based Learning Experiences development;
   c) Worksite and Work-Based Experiences development;
   d) Participant application, selection, and enrollment;
   e) Participant Project-Based Learning/CareerCLUE/Work-Based Experiences matching and placement, including developing, implementing, and maintaining the PES for each Participant;
   f) Work Readiness Training;
   g) Supportive Services; and
   h) Project-Based Learning/CareerCLUE/Work-Based Experiences.
13) "Project-Based Learning Experience/s" means time spent by Younger Youth Participants participating in project-based learning activities provided by Contractor, excluding those Younger Youth assigned to participate in CareerCLUE.

14) "Project Assignment/s" means a project cohort in which a Younger Youth Participant shall be placed for their Project-Based Learning Experience, based on the Contractor's assessment of the Participants' age, skills, needs, and interests. Project Assignments shall be developed by the Contractor, and should be developed in conjunction with School Leadership.

15) "Project Staff" means staff of the Contractor or community partners assigned to administer and facilitate Project-Based Learning Experience/s, including CareerCLUE, and to supervise Participants.

16) "School Leadership" means the School Principal and/or other School staff designated by the Principal or the DOE to have decision-making authority for the School-Based SYEP collaboration with Contractor.

17) "School Partnership Agreement" means the agreement between the Contractor and the School Principal outlining the agreed-upon terms for operating the School-Based SYEP within the designated School or Campus Site, as defined herein.

18) "School Site/s" means the designated DOE school, developed by the DOE, at which all Program Services take place, except those Work-Based Experiences designated to be provided at Worksites. "Campus Site/s" includes the designated DOE school and other school(s) that work collaboratively in sharing facilities. "Program Facility/ies" means those facilities outside of the School or Campus Site/s that Contractor may use to deliver Program Services, only where necessary, and with prior approval from DYCD.

19) "Staff" means all persons, whether paid or volunteer, engaged by Contractor or a subcontractor to provide Program Services pursuant to the Agreement.

20) "State" means New York State.

21) "Supportive Services" include, but are not limited to, health care, financial assistance, referral to drug and alcohol abuse counseling, individual and family counseling, special services and materials for individuals with disabilities, job coaches, child and dependent care, meals, temporary shelter, financial counseling, and other services considered by the Contractor, in consultation with School Leadership, to be necessary for participation in SYEP.

22) "SYEP" means Summer Youth Employment Program.

23) "SYEP Manual" means the DYCD Summer Youth Employment Program Policies and Procedures Manual, which describes DYCD's policy and procedural requirements for SYEP. The SYEP Manual will be updated and distributed by DYCD annually.

24) "Work Assignment/s" means a job at a Worksite in which an Older Youth Participant shall be placed for their Work-Based Experience, based on the Contractor's assessment of the participants' age, skills, needs, and interests. Work Assignments shall be developed by the Contractor in conjunction with the Worksite Sponsor.

25) "Work Readiness Training" means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place prior to the commencement of Project-Based Learning Experiences/CareerCLUE/Work-Based Experiences, and which will incorporate the required curriculum components that will be provided to Contractor by DYCD.

26) "Work-Based Experience/s" means time spent by Participants performing work or receiving employment training.

27) "Worksite/s" means SYEP site/s, sponsored by government agencies, not-for-profit, and for-profit organizations ("Worksite Sponsor/s"), at which Work-Based Experiences for Older Youth take place.

28) "Youth with Disabilities" shall mean Participants who are identified and documented as being physically, cognitively, or emotionally impaired.

ARTICLE II – PROGRAM SERVICES

Contractor shall provide Program Services, directly or through approved subcontractors, in accordance with this Agreement, including but not limited to the Program Plan, Appendix C, the SYEP Manual, and the Fiscal Manual, and the high standards of professional quality customary to Contractor's industry, subject to the conditions identified in the School-Based SYEP Request for Proposals, Appendix E, as follows:

1) SYEP Goals.
   a) Contractor shall provide Program Services consistent with the goal of helping Participants achieve the following objectives:
      i) Develop social skills, including communication, critical thinking, decision-making and problem-solving skills, and self-management;
      ii) Learn work norms and culture;
      iii) Understand career pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement;
      iv) Build professional networks; and
      v) Learn to manage money (e.g., budgeting, opening a bank account).
   b) Contractor shall collaborate with the DOE (and its contractors, where applicable), in accordance with the terms of the School Partnership Agreement, to operate a School-Based SYEP Program that strengthens connections between academic learning and summer career exploration.
   c) Contractor shall develop Project-Based Learning Experience/s for Younger Youth that:
      i) Closely match Participants' interests;
      ii) Provide enriching career exploration;
      iii) Emphasize foundational work-readiness;
      iv) Help foster youth leadership; and
      v) Develop social and emotional skills.
   d) Contractor shall develop Work-Based Experience/s for Older Youth that:
      i) Introduce Participants to the world of work and expose Participants to career pathways and opportunities;

ii) Help build essential work-readiness skills; and

iii) Orient Participants to educational pathways that support career and life goals.

2) Project-Based Learning Experience Development for Younger Youth.

a) During the period late winter through early spring, and later as necessary, Contractor shall identify and develop a range of Project Assignments in which Participants may be placed to meet the required hours and the goals of the Project-Based Learning Experience.

b) Contractor shall arrange for fifteen (15) hours of Project-Based Learning Experience for each Participant during each week of the Program Period, for a total of ninety (90) hours over the Program Period.

c) Contractor may schedule Project-Based Learning Experience/s on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance.

d) Contractor shall consult with the School Leadership to align Project-Based Learning Experience/s with any other career exploration activities that might be in place.

e) Contractor should endeavor to develop Project-Based Learning Experience/s that connect to one of the City's priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.

3) Work-Based Experience Development for Older Youth.

a) During the period late winter through early spring, and later as necessary, Contractor shall identify and develop a range of Work Assignments in which Participants may be placed to meet the required hours and the goals of the Work-Based Experience.

b) Contractor shall arrange for twenty-five (25) hours of Work-Based Experience for each Participant during each week of the Program Period, for a total of one hundred fifty (150) hours over the Program Period.

c) Contractor is strongly encouraged to develop Work Assignments in the Private Sector, with a goal of at least forty percent (40%).

d) Contractor may schedule Work-Based Experiences on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance, and complies with the permitted working hours for minors under the age of eighteen (18) set by the State Department of Labor.

e) Contractor shall consult with the School Leadership to align Work-Based Experience/s with any other career exploration activities that might be in place.

f) Contractor should endeavor to develop Work-Based Experiences that connect to one of the City's priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.

4) Participant Outreach and Recruitment.

a) During the period late winter through early spring, and before the School-Based SYEP applications deadline, which will be set by DYCD and may differ from other SYEP

programs, Contractor will work with the School to promote application availability and engage in recruitment activities that may include, but are not limited to, posts on social media, distribution of flyers at the School or Campus Site/s, advertising in community newspapers, presenting programs at schools and to community groups, representing SYEP at job fairs and other community events, and coordinating with appropriate agencies.

b) In collaboration with Contractor, School Leadership will develop Participant identification and recruitment protocols, as well as Participant selection criteria, which will be shared with Contractor and with the student body.

c) School Leadership shall refer Participants to Contractor until all slots have been filled, and will develop and maintain a waitlist if necessary.

d) Campus Sites will have a lead school whose Principal will be responsible for managing all referrals and has the option of involving the other schools on the campus.

e) If the DOE projects that the designated school may not be able to fill all of the slots in the program, the DOE will work with the designated School Leadership to partner with other schools co-located within the campus to fill all slots available in the program.

f) Only students from the designated School or Campus Site are allowed to participate in the School-Based SYEP program.

g) Contractor is strongly encouraged to recruit prospective Youth with Disabilities.

h) School Leadership shall recruit, and Contractor shall serve, Participants regardless of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations.

5) <u>Participant Application, Selection, and Enrollment</u>.

a) During the period late winter through early spring, Contractor shall encourage Participants to complete applications and shall assist Participants with their applications. Contractor shall work with School Leadership to identify internet-connected computer stations at the School or Campus Site for youth to apply online using DYCD's online application system, where applicable. Contractor should use its Program Facility/ies only where necessary. Contractor shall also distribute SYEP paper application forms, assist youth in completing their applications, and collect completed applications. All completed hard-copy applications submitted to the Contractor shall be entered by Contractor into the application management system designated by DYCD.

b) Contractor shall enroll Participants in accordance with the procedures set forth in the SYEP Manual and the following:

i) Contractor shall notify Participants by email, phone call, and/or text message of the scheduled enrollment dates, as coordinated with the School Leadership.

ii) Contractor shall verify that each prospective Participant has provided all documents necessary to meet the Enrollment Requirements.

iii) Contractor shall take passport-sized photographs of all Participants for use in making SYEP photo identification cards.

iv) Contractor shall generate and distribute an SYEP photo identification card ("SYEP ID Card") to each Participant. DYCD shall provide the SYEP ID Card template to the Contractor.

v) Contractor shall ensure that a PES is completed for each Participant, using forms provided to Contractor by DYCD ("PES Forms"), and shall maintain PES Forms as a record. Contractor shall use the PES to assess each Participants' specific interests, strengths, and needs, and to determine the Participant's Project/CareerCLUE/Work Assignment and Supportive Services, where necessary.

c) Contractor shall enroll Participants in a timely manner. If Contractor is unable to enroll a Participant within a reasonable timeframe, as established by DYCD, Contractor shall notify School Leadership of its inability to enroll the Participant and School Leadership may designate a replacement Participant to be enrolled by Contractor.

d) Contractor shall notify School Leadership in the event that a Participant enrolled by Contractor withdraws from, or otherwise discontinues participation in, SYEP. In such cases, a replacement Participant may be designated by School Leadership, in which case Contractor shall enroll the replacement Participant.

e) If Contractor enrolls a replacement Participant, Contractor will only be considered to have served a single Participant for purposes of Section 3.03 of the Standard Human Services Agreement and Appendix C, Program Plan.

f) Between twenty and forty percent (20-40%) of Participants enrolled by Contractor shall be Younger Youth and between sixty and eighty percent (60-80%) of Participants shall be Older Youth.

g) Contractor shall not charge, impose, or request, nor allow any Worksite or third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application, participation, or employment of any Participant.

6) Work Readiness Training.

a) During the period late winter through spring, and later as necessary, Contractor shall provide Work Readiness Training for a minimum of ten (10) hours for each Younger Youth Participant and a minimum of fifteen (15) hours for each Older Youth Participant.

b) Work Readiness Training must be provided before the Program Period, and Contractor shall ensure that Participants understand that completion of Work Readiness Training is a prerequisite to an offer of a Project/CareerCLUE/Work Assignment. Contractor shall work with School Leadership to schedule the training sessions during the school year so that all hours are completed before the Program Period. Contractor shall not allow a Participant to begin a Project-Based Learning Experience/CareerCLUE/Work-Based Experience until that Participant has completed Work Readiness Training.

c) Work Readiness Training shall be unpaid, meaning that Participants will not be compensated for attendance. Contractor shall ensure that Participants understand that they will receive no compensation for attending the session/s. Additionally, Contractor shall ensure that Work Readiness Training is entirely for the benefit of Participants and that Participants do not complete any employment related work or Project-Based Learning Experience/s during Work Readiness Training.

d) Contractor shall use the Work Readiness Training curriculum provided by DYCD, or other DYCD-approved curriculum, and Contractor shall ensure that Work Readiness Training is age appropriate. Contractor is encouraged to further customize the Work-Readiness Training curriculum to fit the career interests of Participants and the school curriculum, and provide additional skill-building.

e) Contractor shall help youth build on foundational employability skills, such as:

   i) Applied knowledge (e.g., written and verbal communication skills, critical thinking skills problem-solving, and effective use of technology);

   ii) Interpersonal skills (e.g., teamwork and collaboration, conflict resolution, integrity, and sense of responsibility); and

   iii) Workplace skills (e.g., time management, communication strategies, information, and media and technology skills).

f) Contractor is strongly encouraged to add additional career exploration activities, which would include, but need not be limited to, guest speakers from promising industries or careers, job shadowing, and field trips.

g) Work-Readiness training shall include an orientation, which shall take place close to the beginning of the Program Period. The orientation shall provide SYEP policies and procedures, and cover topics such as payment, opening bank accounts, direct deposit and payment card use, timekeeping, labor laws and rights for youth, dress code, attendance, and cell phone usage.

h) Contractor shall monitor, record in writing, verify, and report Participant attendance at Work Readiness Training.

i) DYCD may increase or decrease the required number of Work Readiness Training hours provided to each Participant during the Agreement term or in any renewal term.

j) Work Readiness Training shall take place at the School or Campus Site, or Program Facility/ies where necessary.

k) Each Work-Readiness Training session shall accommodate up to a maximum of forty (40) Participants per classroom. Contractor shall hold separate Work-Readiness Trainings for Younger Youth and Older Youth.

7) <u>Participant Matching and Placement</u>.

a) During the period May through June, and later as necessary, Contractor shall, in consultation with School Leadership, place each Participant in the Project/CareerCLUE/Work Assignment that best corresponds with the Participant's needs, goals, and interests, as reflected in the Participant's PES, in order to provide the Participant with opportunities to explore career interests, acquire good work habits and develop

employment-related skills. Project/CareerCLUE/Work Assignments should be appropriate for participants' age, skills, needs interests, and employment barriers.

b) Project Assignments.

i) Project Assignments should be tailored to meet the developmental needs of youth and provide them with enriching career exploration, emphasize foundational work-readiness skills, advance participants' baseline understanding of the labor market, and help build social and emotional learning skills. Project-Based Learning Experience/s should reinforce those employability skills fostered during Work-Readiness Training.

ii) Project Assignments must meet DYCD's minimum standards for Project-Based Learning Experience/s, as outlined in the SYEP Manual.

iii) Younger Youth Participants will earn a stipend during the Program Period, up to a maximum of fifteen (15) hours per week for each week of the Program Period, for up to a total of ninety (90) hours over the Program Period.

iv) Project-Based Learning Experience/s must take place at the School or Campus Site, and Program Facility/ies where necessary and with DYCD approval.

v) All Participant Project Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Project Assignments

c) CareerCLUE.

i) DOE, in collaboration with DYCD, will select certain School or Campus Sites to deliver Enrichment Services through the CareerCLUE program. School Leadership will select Participants to participate in the CareerCLUE program.

ii) CareerCLUE projects should expose Younger Youth to a targeted workforce sector, while advancing their academic learning and connecting this learning to their future in the workforce.

iii) CareerCLUE programs will incorporate:

(1) Classroom hours co-taught by certified DOE teachers and DOE contractors, provided by the School or Campus Site; and

(2) Related classroom lab work and field trips.

iv) The schedule and program plan for each individual CareerCLUE will be developed by the School or Campus Site, DOE, DOE contractor/s, and the Contractor.

v) Each CareerCLUE classroom will serve up to thirty (30) students. The Contractor shall devote one staff member to each CareerCLUE classroom, who will support classroom enrichment and management with DOE teacher/s and DOE contractor/s.

vi) Younger Youth Participants will earn a stipend during the Program Period, up to a maximum of twenty (20) hours per week for each week of the Program Period, for up to a total of one hundred twenty (120) hours over the Program Period.

vii) Younger Youth Participants may earn one academic credit for participation in the CareerCLUE program, pending approval by the School Principal.

viii) CareerCLUE activities must take place at the School or Campus Site, or Contractor's Program Facility/ies where necessary and with DYCD approval.

ix) If there are more Younger Youth than slots in the CareerCLUE program, Contractor shall assign the remaining Younger Youth to Project-Based Learning Experience/s.

d) Work Assignments.

i) Work Assignments should foster skills-building, including social and emotional skills and youth leadership skills, expose youth to promising career pathways, and advance participants' baseline understanding of the labor market.

ii) Contractor shall ensure that all Work Assignments comply with applicable laws and regulations, including but not limited to child labor laws, the ADA, New York State School-Aged Child Care Regulations, and the New York State Department of Health Sanitary Code as it applies to children's camps.

iii) Contractor shall provide Participants with written job descriptions defining the tasks and standards for each of their Work Assignments, a copy of which shall be maintained as records in the Participant's file. When Work Assignments require specific proficiencies or competencies, Contractor shall ensure that Worksite Sponsors provide Participants with the training necessary to acquire such skills in a structured manner that logically relates such skill development to Participant's academic and personal development.

iv) Older Youth Participants will earn the minimum wage for work performed during the Program Period, up to a maximum of twenty five (25) hours per week for each week of the Program Period, for up to a total of one hundred fifty (150) hours over the Program Period.

v) Work-Based Experience/s must take place at Worksites.

vi) All Participant Work Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Work Assignments

8) Project-Based Learning Experience/s and CareerCLUE for Younger Youth.

a) During the period July through August, Contractor shall require Project Staff to prepare, maintain, verify, and report written sign-in sheets for each Participant, indicating all hours Participant participated in a Project-Based Learning Experience/CareerCLUE, for each week of the Program Period in accordance with the standards set forth in the SYEP Manual.

b) Contractor shall solicit feedback on the value and appropriateness of Project/CareerCLUE Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of the School or Campus Site, and Program Facility/ies where applicable, and each Participant's hours of participation, resolving conflicts between Participants and Project Staff, and, where necessary, replacement Project Assignments.

c) Contractor shall require Project Staff to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.

d) Contractor shall monitor, record, verify, and report Participants' attendance at the Project Assignment in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

e) DYCD may increase or decrease the required number of Project-Based Learning Experience hours provided to each Participant during the Agreement term or in any renewal term.

f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP. Contractor shall not withhold a Participant's stipend in order to ensure that the Participant completes the survey.

9) Work-Based Experience/s for Older Youth Participants.

a) During the period July through August, Contractor shall require each Worksite Sponsor to prepare, maintain, verify, and report written timesheets for each Participant, indicating all hours worked and breaks taken by the Participant at the Worksite, for each week of the Program Period in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

b) Contractor shall solicit feedback on the value and appropriateness of Work Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Worksite and Participant work hours, resolving conflicts between Participants and Worksite Sponsor staff, and, where necessary, replacement Work Assignments.

c) Contractor shall require each Worksite to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.

d) Contractor shall monitor, record, verify, and report Participants' hours worked in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

e) DYCD may increase or decrease the required number of Work-Based Experience hours provided to each Participant during the Agreement term or in any renewal term.

f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP. Contractor shall not withhold a Participant's earnings in order to ensure that the Participant completes the survey.

10) Supportive Services.

a) Throughout the duration of the Program Services outlined above, Contractor shall work with School Leadership to provide Supportive Services as needed in accordance with Participants' PES, directly or through referral agreements with other community-based service providers and not-for-profit organizations.

b) All Supportive Services referral agreements between Contractor and other community-based service providers and not-for-profit organizations shall be in accordance with the terms of the Agreement between DYCD and Contractor.

c) Nothing contained in any such referral agreement shall impair the rights of DYCD under this Agreement.

d) Contractor shall not in any way be relieved of any responsibility under this Agreement by virtue of any referral or any such referral agreement.

e) Nothing contained in any such referral agreement, or in this Agreement, shall create any contractual relationship between DYCD and the entity with whom Contractor has entered into a referral agreement.

f) Contractor shall follow up with respect to each referral to ensure that services were received satisfactorily.

11) Community Partnerships.

a) Contractor shall secure community partnerships with external entity/ies that enhance Program Services, including with, but not limited to, the following external entities:

i) Employers and organizations that would support work readiness, skill-development, and career awareness and exposure, including knowledge of career pathways connected to the City's priority sectors;

ii) Educational organizations that would enhance program activities (e.g., programs that teach about financial literacy, college access and post-secondary educational options);

iii) Organizations that would support Participants' connections to work or education after SYEP completion, including programs or services that would provide participants with career exposure and job opportunities, occupational training, or post-secondary education;

iv) Organizations that provide financial literacy and financial counseling and appropriate financial and banking products;

v) Organizations or entities that can further develop civic engagement and youth leadership opportunities;

vi) Organizations that can connect youth to mentors (e.g., NYC Service, NYC Mentoring Initiative);

vii) Other DYCD programs in their community that could provide additional enrichment or supportive services; and

viii) Organizations that could provide supportive services to Participants, (e.g., mental health, housing, health, food and nutrition, housing, substance abuse treatment, legal, childcare, financial resources).

b) Subcontractors are considered community partnerships.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

1) Contractor shall comply with all DYCD policies, administrative procedures, and reporting requirements as set forth herein, and in accordance with the SYEP Manual and DYCD Fiscal Manual.

2) Contractor shall engage in continuous quality improvement practices and shall cooperate with DYCD or a DYCD representative to administer any surveys or evaluation studies.

3) Resources.

   a) Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services, including enhanced Supportive Services where warranted, and perform necessary administrative functions throughout the Term, including, but not limited to:

      i) Program evaluation;

      ii) Implementation of corrective action required by DYCD;

      iii) Program monitoring;

      iv) Program research and development, including the preparation of reports required by DYCD; and

      v) Fiscal reporting, review, audit, and close-out of the Program.

   b) Contractor shall ensure that appropriate Program Staff are trained to perform programmatic and fiscal monitoring and reporting in accordance with DYCD procedures and requirements, and utilize any software or other computer technology DYCD deems necessary to perform such monitoring and reporting. At a minimum, Contractor shall work with School Leadership to ensure that its Program Staff members have access to computers at the School or Campus Site, and the Program Facility/ies where necessary, and with the following technological requirements:

      i) An operating system comparable to Microsoft Windows 7 or greater;

      ii) Microsoft Internet Explorer 10 or greater;

      iii) A minimum connection speed of 1 MB per section (basic DSL);

      iv) Up-to-date antivirus software;

      v) A computer system that employs hierarchical password protection to define and restrict access to specified users; and

      vi) Firewall software or hardware.

4) School or Campus Site/s and Program Facility/ies.

   a) Contractor shall work with the School Leadership, which will secure adequate space within the school building and/or campus for all Program Services to take place. If the School and Contractor decide to hold events or conduct program services outside the School or Campus Site, with advance approval from DYCD, then Contractor shall secure and maintain Program Facility/ies that is/are of appropriate size and design to:

      i) Adequately accommodate Contractor's staff and ensure that all Participants receive Program Services within the required timelines during the Program Period; and

      ii) Permit safe and effective delivery of Program Services, including but not limited to Participant Outreach, Recruitment, Application, Selection, and Enrollment, Work Readiness Training, payment card distribution, Supportive Services, and SYEP administration.

b) Program Facility/ies must be accessible by public transportation.

c) Pursuant to the ADA, Program Facility/ies must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

d) Project/CareerCLUE Assignments for Younger Youth.

   i) Contractor shall coordinate with School Leadership to identify a sufficient number of classrooms at the School or Campus Site to provide structured Project-Based Learning Experience/CareerCLUE environments to all Participants.

   ii) Contractor shall develop a sufficient number of Project Assignments to provide structured Project-Based Learning Experiences to all Participants not assigned to CareerCLUE. All Project Staff must be able to provide a planned, well-supervised experience for Participants. All Project Assignments must be approved by DYCD; Contractor shall enter information for every Project Assignment into the project management system designated by DYCD and submit the Project Assignment for DYCD approval. Contractor may not place Participants at a Project Assignment without DYCD approval.

   iii) Each Project/CareerCLUE Assignment shall maintain a Project Staff-to-Participant ratio no greater than 1:20, ample equipment and supplies, and a safe, hazard-free program environment. Each Project Assignment shall be no more than forty (40) Participants per cohort. Each CareerCLUE cohort shall be thirty (30) Participants per classroom.

   iv) Record Keeping. Contractor shall complete the following forms provided by DYCD:

      (1) A written proposal for each Project-Based Learning Experience, which outlines the Project Staff's obligations and responsibilities related to the operation of the Project Assignment, as well as an acknowledgment of the SYEP terms and conditions; and

      (2) A written agreement between the Contractor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Project-Based Learning Experience or CareerCLUE Assignment ("Participant Project Referral").

   v) Nothing contained in the project proposal or Participant Project Referral shall impair DYCD's rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Project Staff or the Participant.

   vi) Contractor shall submit copies of all project proposals to DYCD for prior approval. Contractor shall retain all copies of Participant Project Referrals on file for review by DYCD.

   vii) Copies of all project proposals and Participant Project Referrals shall be maintained on file at the Program Facility/ies and School or Campus Site.

   viii) Contractor shall provide policy and procedures guidelines and in-service orientation to all Project Staff, and ensure that each implements and maintains

appropriate policies and procedures specific to SYEP Participants. Such orientation for Project Staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques.

5) Worksite/s for Older Youth.

a) Worksite/s must be accessible by public transportation.

b) Pursuant to the ADA, Worksite/s must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

c) Contractor shall recruit, identify, and develop a sufficient number of Worksites and Work Assignments to provide structured work environments to all Participants. All Worksite Sponsors must be able to provide a planned, well-supervised work experience for Participants. All Worksites must be approved by DYCD; Contractor shall enter information for every Worksite into the worksite management system designated by DYCD and submit the Worksite for DYCD approval. Contractor may not place Participants at a Worksite without DYCD approval.

d) Each Worksite shall maintain a Supervisor-to-Participant ratio no greater than 1:12, ample equipment and supplies, and a safe, hazard-free work environment.

e) Drug-Free Workplace. Contractor shall ensure that all Worksites comply with the Drug-Free Workplace Requirements outlined in Section 6.04(C) of the Agreement and the SYEP Manual. Contractor shall record in writing, verify, and report the Drug-Free Workplace Policy compliance of each Worksite on a form provided by DYCD ("Drug-Free Workplace Certificate") prior to commencing the Work-Based Experience thereat.

f) Record Keeping.

i) Contractor shall complete the following forms provided by DYCD:

(1) A written application from each Worksite Sponsor ("Worksite Application") for each Worksite, which outlines the Worksite Sponsor's obligations and responsibilities related to the operation of the Worksite, as well as an acknowledgment of the SYEP terms and conditions; and

(2) A written agreement between the Worksite Sponsor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Work Assignment ("Participant Worksite Referral").

ii) Nothing contained in either the Worksite Application or the Participant Worksite Referral shall impair DYCD's rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Worksite Sponsor or Participant.

iii) Contractor shall submit copies of all Worksite Applications to DYCD for prior approval. Contractor shall retain all copies of Participant Worksite Referrals on file for review by DYCD.

iv) Copies of all Worksite Applications and Participant Worksite Referrals shall be maintained on file at the Program Facility/ies and Worksite/s.

g) Guidelines and Orientations.

i) Contractor shall provide policy and procedures guidelines and in-service orientation to each Worksite Sponsor, and ensure that each implements and maintains appropriate Worksite policies and procedures specific to the employment of SYEP Participants. Such orientation for Worksite Supervisors and relevant staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques.

ii) In order to conduct orientations for all Worksite Sponsors, Contractor may choose a schedule that accommodates the needs of Worksite representatives, supervisors and staff, and may conduct joint trainings with other Worksite Sponsors.

h) Out of City Worksites. Contractor may secure and maintain Worksite/s at location/s outside the City only under the following circumstances and in accordance with the SYEP Manual:

i) Worksite/s must be located in New York State;

ii) Worksite/s must be located within one hundred (100) miles of DYCD's business address at 2 Lafayette Street, New York, NY 10007;

iii) Worksite/s must meet the same SYEP requirements as those located within the City; and

iv) Contractor must arrange for safe, convenient, and free transportation to and from Worksite/s facilities outside the City for Participants at these locations.

i) Worksite Monitoring. Monitoring of Worksite by Contractor shall include the following:

i) Contractor shall visit each Worksite at least one (1) time before Participants begin working there, in order to ensure its suitability and readiness for SYEP.

ii) Contractor shall visit each Worksite at least one (1) time each week during the Program Period to ensure that Participants are working and that the Worksite complies with SYEP policies and procedures.

iii) Contractor shall submit a summary of each visit on the form provided by DYCD via the worksite management system designated by DYCD.

6) SYEP Participant Compensation.

a) Contractor shall ensure that the appropriate members of its staff are familiar with and trained in the Participant compensation procedures mandated by DYCD and/or the payment management system designated by DYCD ("Payment Management System"), in accordance with the SYEP Manual and the following:

i) Contractor shall require the appropriate members of its staff to attend training sessions on the payment management system and the procedures for ensuring Participants receive payment either through direct deposit or payment cards;

ii) Contractor shall cooperate with the payment provider designated by DYCD ("Payment Provider") and/or DYCD in resolving any payment issues during the Program Period; and

iii) Disputes between Contractor and the Payment Provider shall be resolved in accordance with DYCD policies and procedures.

b) On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall enter the total number of hours of participation in Project-Based Learning Experience/s by each Younger Youth Participant and hours worked by each Older Youth Participant into the Payment Management System, based on Participants' weekly sign-in sheets/timesheets that have been independently verified by appropriate Contractor staff, in accordance with the following:

i) For Younger Youth, each completed weekly sign-in sheet must reflect the actual hours of the named Participant and must bear signatures of the following:

(1) the named Participant;

(2) Project Staff assigned to supervise and verify the hours of participation by the Participant; and

(3) a Contractor staff member assigned to verify the Project Staff member's attestation of the hours of participation by the Participant.

ii) For Older Youth, each completed weekly timesheet must reflect the actual hours worked by the named Participant and must bear signatures of the following:

(1) the named Participant;

(2) a representative of the Worksite Sponsor assigned to supervise and verify the hours actually worked by the Participant; and

(3) a representative of the Contractor assigned to work with the Worksite Sponsor to verify the Worksite Sponsor's attestation of the hours worked.

c) Contractor shall regularly monitor for evidence of fraudulent sign-in sheets/timesheets. In the event that Contractor suspects sign-in sheets/timesheets to be fraudulent, Contractor must reach out to the Participant or Project Staff/Worksite Sponsor, as appropriate, to attempt to verify the hours. Disputes about sign-in sheets/timesheets shall be resolved in accordance with DYCD policies and procedures.

d) Enrollment in Direct Deposit. Contractor shall coordinate with DYCD and/or the Payment Management System to encourage Participants to enroll in direct deposit. Contractor shall foster community partnerships with banks and credit unions to provide educational workshops to Participants on financial literacy and opening a bank account.

e) Payment Cards. If, after being counseled by Provider on the option to enroll in direct deposit, Participants choose to receive a payment card, Contractor shall be responsible for distributing payment cards to each Participant. Contractor shall be liable for any loss, damage, theft, or misuse of such payment cards from the time Contractor receives their delivery to the time Contractor successfully distributes the same to the Participants. Distribution of such payment cards shall be deemed successful when the same are actually received, and signed for, by the Participants. Contractor shall maintain a log of payment cards that have been distributed to Participants, which must be produced to DYCD upon request.

f) Contractor shall verify the payment for each pay cycle of the Program Period against the payment reports for the respective pay cycle and shall resolve discrepancies with the Payment Provider.

g) After the end of the Program Period, the Payment Provider will send an earnings statement directly to Participants. Contractor shall be responsible for responding to inquiries regarding the earnings statements, and for notifying DYCD of any disputes that cannot be resolved.

h) At the end of the calendar year, the Payment Provider will send IRS Form W-2 directly to Older Youth Participants. Contractor shall be responsible for responding to inquiries regarding IRS Form W-2, as well as for providing replacement Forms.

7) Record Keeping and Reporting.

a) Contractor shall submit all required fiscal and program reports to DYCD in accordance with DYCD procedures set forth herein and in the SYEP Manual.

b) Contractor shall respond, without undue delay, to all requests for Program-related, Facility-related, and/or Worksite-related data from DYCD.

c) Contractor shall accurately, completely, and timely transmit electronic data and reports through the program management system designated by DYCD.

d) Contractor shall keep, maintain, and submit appropriate financial records in compliance with Generally Accepted Accounting Principles and the DYCD Fiscal Manual.

e) Contractor shall make, complete, and maintain program records and written reports as required by DYCD, including, but not limited to, the following:

i) Records of fiscal, program, or statistical information in the forms as indicated by DYCD herein and in the DYCD Fiscal and SYEP Manuals;

ii) All required closeout documentation, including annual equipment inventory reports, which must be complete at a date to be determined by DYCD;

iii) Participant application and enrollment documents, including, but not limited to, Identification Documents and Residency Documents, as well as Working Documents for Older Youth;

iv) Completed PES Forms, signed and acknowledged by each Participant or the Participant's parent or guardian if Participant is aged 17 or younger;

v) Participant Project/Worksite Referrals;

vi) Worksite Applications;

vii) Original weekly Participant timesheets that have been verified by Contractor and accurately reflect Participant hours spent in Project-Based Learning/CareerCLUE/Work-Based Experience;

viii) Evaluations for each Participant on forms provided by DYCD to Contractor as follows;

(1) For Younger Youth Participants:

(a) Contractor shall distribute the Participant Evaluation forms to Project Staff.

(b) Contractor shall require Project Staff to complete two (2) evaluations for each Participant:

(i) The first evaluation shall be completed at the end of the third week of the Program Period; and

(ii) The second evaluation shall be completed during the final week of the Program Period.

(c) Contractor shall collect completed evaluation forms for each Participant from Project Staff.

(2) For Older Youth Participants:

(a) Contractor shall distribute the Participant Evaluation forms to each Worksite Sponsor.

(b) Contractor shall require each Worksite Sponsor to complete two (2) evaluations for each Participant:

(i) The first evaluation shall be completed at the end of the third week of the Program Period; and

(ii) The second evaluation shall be completed during the final week of the Program Period.

(c) Contractor shall collect completed evaluation forms for each Participant from each Worksite Sponsor.

8) Incident Reporting.

a) Contractor shall notify DYCD of any incident of abuse by any of Contractor's administrators or Staff, both paid and volunteer. The term "abuse" here refers to any physical, sexual, emotional, or verbal abuse, actual or suspected incidents of child abuse, or any other maltreatment of a recipient of Program Services. This notification must be made by telephone or email to DYCD, or a written report submitted through the DYCD Evaluation and Monitoring System ("DYCD Connect"), as soon as possible, but no later than twenty-four (24) hours after discovery of the above, followed by a report submitted through DYCD Connect, if necessary, within three (3) days of such incident. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.

b) Contractor shall notify DYCD of any incident involving injury, abuse, endangerment, illness, illegal behavior or property destruction, related to or stemming from Contractor's activities and obligations under the Agreement. Injuries or incidents involving the police, fire department or an ambulance, or inappropriate conduct on the part of Contractor staff, must be reported to DYCD by email as soon as possible, but no later than twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident. All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.

c) If Contractor is enrolled in the Central Insurance Plan ("CIP"), then, in addition to the above, Contractor shall also adhere to Section 8.03 of the Agreement.

9) Meetings and Trainings. Contractor shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD and DOE. Contractor shall ensure that staff required to attend by DYCD and/or whose role is relevant to the subject area are in attendance for the duration of the orientation, training session, or meeting. DYCD reserves the right to monitor attendance and consider attendance as a factor in performance reviews.

10) Marketing and Materials.

a) Co-Branding/Marketing.

i) Contractor shall collaborate with the School Leadership to conduct SYEP marketing and outreach in accordance with this Scope of Work and DYCD's "Co-Branding/Marketing Guidelines," which are posted on DYCD Connect, in order to promote and publicize SYEP. The guidelines include, but are not limited to, the following requirements:

(1) To include DYCD's logo and the "Summer Youth Employment Program" or "SYEP" language in all Program-related signage, publications, print materials, communications, and advertisements.

(2) To post a 311 sign in its Program Facility/ies naming "New York City Department of Youth and Community Development" or "DYCD" as the agency that funds the program services, and lists the City's hotline for government information and non-emergency services. The Contractor may also include its own name and/or logo in such materials.

(3) To co-brand DYCD in all posts shared on social media. Co-branding is defined as tagging @NYCYouth and, where space allows, using the hashtags #WorkforceConnect, #DYCD, and/or #NYCSYEP.

(4) To cooperate with DYCD's marketing and outreach efforts to promote and publicize DYCD-funded services.

ii) Notwithstanding anything to the contrary contained herein, the Contractor shall not be obligated to develop or produce marketing materials for SYEP.

b) Approval of Marketing and Materials. All marketing activities of Contractor or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with SYEP shall be subject to the approval of DYCD, which shall not be unreasonably withheld, conditioned, or delayed.

11) Social Media Policy. Contractor shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers (found at http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf) to guide social media communications between Staff and Participants.

ARTICLE IV – STAFFING REQUIREMENTS

1) Staff Requirements. Contractor shall employ, at a minimum, the following:

a) Contractor shall employ, at a minimum, the following:

i) A Program Director (full-time for 12 months) with a Bachelor's degree or higher, in addition to three (3) years of related experience, including experience supervising or managing youth employment programs. The Program Director shall have overall responsibility for effective delivery of Program Services and all administrative tasks, including reporting to DYCD.

ii) A Job Developer (part-time for four (4) months) with some college or higher, in addition to a minimum of two (2) years of related experience which may include, but need not be limited to, developing worksites, providing career coaching and counseling, and working in the field of youth workforce development. The Job Developer shall have responsibility for identifying and coordinating development of Worksite Assignments, as outlined in the SYEP Manual.

iii) An Education Coordinator (full-time or part-time for six (6) months) with some college or higher, in addition to a minimum of three (3) years of related experience working in the field of youth development or youth workforce development and developing project-based experiences. The Education Coordinator shall provide support on creating content for Work Readiness Training and fostering continuous quality improvement through data-informed decision-making and effective supervision and professional development.

iv) A Work-Readiness Facilitator (part-time with a minimum of 130 hours for the program year that may include teaching, planning, and professional development hours) with a minimum of three (3) years of experience planning and facilitating workshops for youth on workforce and career topics. The Work-Readiness Facilitator shall provide support in collaboration with the Education Coordinator on content development and facilitate Work Readiness Trainings and ensure that the relevant topics (applied knowledge, interpersonal skills, and workplace skills) are implemented.

v) Seasonal staff able to support the SYEP program and willing to travel to School or Campus Site/s, Program Facility/ies and Worksites via public transportation.

b) Contractor is encouraged, but not required, to employ a Counselor or Social Worker (full-time or part-time for six (6) months) with one of the following credentials: Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW); Credentialed Alcoholism and Substance Abuse Counselor (CASAC); Licensed Mental Health Counselor (LMHC); or a New York State-certified school counselor. The Counselor or Social Worker shall conduct assessments, provide counseling when needed, and provide supportive referrals to help youth complete SYEP and successfully transition to work or educational opportunities.

2) Staff Screening and Hiring. Contractor shall recruit, screen, including complying with all DOE background check processes, hire, train, and supervise appropriately qualified staff to provide Program Services, in accordance with the following:

a) Contractor shall screen the backgrounds of all prospective staff members before hiring or retaining the same, and shall require that all Worksite Sponsors screen the backgrounds of all of their prospective SYEP staff members, whether paid or unpaid, before hiring or retaining such prospective SYEP staff members, as follows:

i) Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, but with care taken to comply with the New York City Fair Chance Act; Section 6.04 of the Agreement, Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:

(1) sexual misconduct, especially involving minors;

(2) violent or assaultive behavior directed against persons or property which caused serious injury or damage;

(3) theft of public property;

(4) bribe receiving or offering;

(5) possession or use of lethal weapons of any kind; and

(6) acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of Participants or other personnel.

ii) Employment history, including verification of same through direct contact by the Contractor with former employers;

iii) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;

iv) Military service, including, where appropriate, verification of discharge status; and

v) Any other relevant information related to character, conduct, or background.

b) Before hiring or retaining any prospective Staff member with a criminal conviction history, Contractor shall provide written notification to DYCD of such person's criminal conviction history and, if Contractor determines to move forward with employing the prospective Staff person and if requested by DYCD, share with DYCD Contractor's rationale for moving forward with employment.

c) Contractor shall retain records evidencing background checks for all Staff on file and shall produce such records to DYCD upon request.

d) Contractor shall require its Staff members, including Project Staff ("Contractor Staff"), and Worksite Supervisors to report any arrest or criminal conviction to Contractor as soon as possible.

i) Upon receiving notice of any criminal conviction of a Contractor Staff member or Worksite Supervisor, the Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after receipt of such notice.

ii) Upon receiving notice of any arrest of a Contractor Staff member or Worksite Supervisor, Contractor shall assess whether:

(1) the Contractor Staff member's presence at the Facility poses a threat to Participants, before allowing such Staff member to return to the Facility where Participants are present. If it is determined that the presence of such Contractor Staff member at the Facility poses a threat to Participants, such Contractor Staff member shall be barred from the Facility pending resolution of the criminal matter. Contractor shall ensure

that any vacancy resulting from the barring of such Contractor Staff member is promptly filled with another appropriately qualified person, subject to all applicable provisions of this Article IV; or

(2) the Worksite Sponsor Supervisor's presence at the Worksite poses a threat to Participants, before allowing Participants to return to the Worksite. If it is determined that the presence of such Worksite Supervisor at the Worksite poses a threat to Participants, Contractor will be required to re-assign Participants to an alternative Worksite pending resolution of the criminal matter.

If Contractor's assessment results in a decision to re-assign Contractor Staff member/s or Participant/s, Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after such determination.

3) Fingerprinting. Contractor shall ensure that all Staff, including volunteers and co-located staff and volunteers, except youth seventeen (17) or younger and still attending school, with the potential for regular and substantial contact with Participants under the age of eighteen (18), undergo background checks, including but not limited to fingerprinting, state and federal criminal history check and review in accordance with applicable law, child abuse and person with special needs registry check and sex offender registry check. Further, Contractor shall fingerprint all program staff members in programs serving youth under the age of eighteen (18) if directed to do so by DYCD. Further, Contractor shall fingerprint all program staff members in accordance with DOE policy, in order to access School Sites.

4) Personnel Manual. Contractor shall provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement of receipt of the same, to be kept in the individual's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.

5) Staff Training in DYCD's Program Approach.

a) Promote the Positive Framework. Contractor shall train Staff in a strengths-based framework emphasizing Positive Youth Development (PYD), Social and Emotional Learning (SEL), and Youth Leadership principles and practices to help guide programs to achieve positive outcomes for youth, families and communities. A comprehensive guide to this framework is available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/Youth_Leadership_Development_Framework.pdf.

b) DYCD's Circles of Support. Contractor shall train Staff to embody the principles and vision underpinning the Circles of Support family engagement framework, available at: https://www1.nyc.gov/assets/dycd/downloads/pdf/16-5268b_v12SONYC_FamilyEngagement_Brief03739.001.02_FNL.pdf.

c) Safe, Welcoming, and Inclusive Environment. Contractor shall train Staff to ensure a safe and welcoming environment for all, regardless of age, culture, or background.

i) Contractor shall have protocols for Staff behavior and effective training and supervision to ensure the environment is friendly and supportive and everyone is treated with dignity and respect, starting from the very first encounter with Staff.

ii) Contractor shall ensure youth from all backgrounds, including Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQ) youth are treated with respect and feel welcomed and supported throughout their participation in Program Services. DYCD has developed guidelines for providing safe, affirming and respectful programs and services for LGBTQ youth, available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/2017_DYCD_LGBTQ_Guidance_FINAL5.15.17.pdf.

6) Staffing Levels.

a) Contractor shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services throughout the Term and any renewal term.

b) Contractor shall promptly notify DYCD staff in writing as soon as is practicable of any changes in Program Staff, including program and organization management.

ARTICLE V – MISCELLANEOUS

1) Headings. Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Scope of Work.

2) Notice. In addition to the Notice requirements established in this Agreement, Contractor shall ensure that e-mail addresses are established for both the Program Director and Executive Director.

3) Subcontracts. Notwithstanding any provision in Section 3.02 of Appendix A of this Agreement, Contractor shall ensure that no more than forty percent (40%) of the total amount of this Agreement is subcontracted.

4) Purchase Goals. Contractor shall use best efforts to utilize businesses and individual proprietors listed on the New York City Online Directory of Certified MWBE Businesses as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

Appendix C

SYEP for Youth with Disabilities Program Services Packet

(includes: Scope of Work, SYEP for Youth with Disabilities – Younger Youth; Scope of Work, SYEP for Youth with Disabilities – Older Youth; Program Plan; Budget; Indirect Manual Acknowledgment, and DYCD Fiscal Manual)

Appendix C_Scope of Work_SYEP for W

Appendix C_Scope of Work_SYEP for W

Appendix C_DOE TCAC FY20 Program

Appendix C_FY2020_Budget_F

Appendix C_Indirect Manual A

Appendix C_FY20(CCMS)_Progr

SCOPE OF WORK
SYEP FOR YOUTH WITH DISABILITIES – YOUNGER YOUTH

ARTICLE I – DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth below:

1) "ADA" means the federal Americans with Disabilities Act.
2) "Agreement" means the Standard Human Services Agreement and all Riders and Appendices thereto.
3) "City" means New York City.
4) "Designated Borough" means the New York City Borough in which DOE is obligated to deliver Program Services pursuant to the Agreement.
5) "DOE" means the City Department of Education.
6) "DYCD" means the City Department of Youth and Community Development.
7) "DYCD Fiscal Manual" means the Fiscal Manual for Community Based Organizations, as amended or revised during the Term, as defined in the Agreement, published by DYCD.
8) "Enrollment Requirements" mean the minimum documentation required to be presented to DOE in order to participate in SYEP, including valid Identification and Residency Documents, as defined herein, and parental or guardian consent to participate in SYEP.
    a) "Identification Documents" means proof of identity and age, such as a birth certificate, NYS driver/non-driver license, social security card, valid U.S. passport, or alien registration card.
    b) "Residency Documents" means proof of New York City residency, such as a current utility bill or current lease or official mail from a federal, state, or city agency addressed to the Participant's parent or guardian, Participant's official school transcript or a recent report card with address, or a NYS driver/non-driver license.
9) "Participant" means a City resident aged fourteen (14) through fifteen (15) as of the first day of the Program Period, who meets the Enrollment Requirements of SYEP and is enrolled in SYEP.
10) "Participant Enrollment Survey" or "PES" means the standardized assessment tool provided by DYCD to DOE to be used to evaluate the specific interests, strengths, and needs of each Participant and to determine each Participant's Project Assignment and Supportive Services. The PES consists of several forms, some of which are to be filled out by the DOE and others by the Participant's parent or guardian.

11) "Program Facility/ies" means the location/s from which DOE administers the SYEP Program and provides Program Services as defined herein, including facilities used for Project Assignments.

12) "Program Period" means a continuous six-week period, scheduled each summer by DYCD, during which Participants participate in Project-Based Learning Experience/s.

13) "Program Services" include, but are not limited to, the following services provided by the DOE"

    a) Participant outreach and recruitment;

    b) Project-Based Learning Experience/s development;

    c) Participant application, selection, and enrollment;

    d) Matching and placement of Participants in Project Experiences, including developing, implementing, and maintaining the PES for each Participant;

    e) Work Readiness Training;

    f) Supportive Services; and

    g) Project-Based Learning Experience/s.

14) "Project-Based Learning Experience/s" means time spent by Participants participating in project-based learning activities provided by DOE.

15) "Project Assignment/s" means a project cohort in which a Participant shall be placed for their Project-Based Learning Experience, based on the DOE's assessment of the Participants' age, skills, needs, and interests. Project Assignments shall be developed by the DOE, and may be developed in conjunction with community partners.

16) "Project Staff" means staff of the DOE or community partners assigned to administer and facilitate Project-Based Learning Experience/s and to supervise Participants.

17) "Staff" means all persons, whether paid or volunteer, engaged by DOE or a subcontractor to provide Program Services pursuant to the Agreement.

18) "State" means New York State.

19) "Supportive Services" include, but are not limited to, health care, financial assistance, referral to drug and alcohol abuse counseling, individual and family counseling, special services and materials for individuals with disabilities, job coaches, child and dependent care, meals, temporary shelter, financial counseling, and other services considered by the DOE to be necessary for participation in SYEP.

20) "SYEP" means Summer Youth Employment Program.

21) "SYEP Manual" means the DYCD Summer Youth Employment Program Policies and Procedures Manual, which describes DYCD's policy and procedural requirements for SYEP. The SYEP Manual will be updated and distributed by DYCD annually.

22) "Work Readiness Training" means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place prior to the commencement of Project-Based Learning Experience/s, and which will incorporate the required curriculum components that will be provided to DOE by DYCD.

23) "Youth with Disabilities" shall mean Participants who are identified and documented as being physically, cognitively, or emotionally impaired.

ARTICLE II – PROGRAM SERVICES

DOE shall provide Program Services, directly or through approved subcontractors, in accordance with this Agreement, including but not limited to the Program Plan, Appendix C, the SYEP Manual, and the Fiscal Manual, and the high standards of professional quality customary to DOE's industry, subject to the conditions identified in the Community-Based SYEP Request for Proposals, Appendix E, as follows:

1) SYEP Goals.
   a) DOE shall provide Program Services consistent with the goal of helping Participants achieve the following objectives:
      i) Develop social skills, including communication, critical thinking, decision-making and problem-solving skills, and self-management;
      ii) Learn work norms and culture;
      iii) Understand career pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement;
      iv) Build professional networks; and
      v) Learn to manage money (e.g. budgeting, opening a bank account).
   b) DOE shall develop Project-Based Learning Experience/s that:
      i) Closely match Participants' interests;
      ii) Provide enriching career exploration;
      iii) Emphasize foundational work-readiness;
      iv) Help foster youth leadership; and
      v) Develop social and emotional skills.
2) Project-Based Learning Experience Development.
   a) During the period late winter through early spring, and later as necessary, DOE shall identify and develop a range of Project Assignments in which Participants may be placed to meet the required hours and the goals of the Project-Based Learning Experience.
   b) DOE shall arrange for fifteen (15) hours of Project-Based Learning Experience for each Participant during each week of the Program Period, for a total of ninety (90) hours over the Program Period.
   c) DOE may schedule Project-Based Learning Experience/s on any day of the week, including weekends. DOE should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance.

d) DOE should endeavor to develop Project-Based Learning Experience/s that connect to one of the City's priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.

3) Participant Outreach and Recruitment.

a) During the period late winter through early spring, and before the SYEP applications deadline, which shall be set each year by DYCD, DOE shall promote application availability and engage in recruitment activities that may include, but are not limited to, posts on social media, distribution of flyers, advertising in community newspapers, presenting programs at schools and to community groups, representing SYEP at job fairs and other community events, and coordinating with appropriate agencies.

b) DOE shall recruit a number of prospective Participants equal to or greater than the number of Participants DOE is obligated to enroll.

c) DOE is strongly encouraged to recruit prospective Youth with Disabilities.

d) DOE shall endeavor to promote SYEP in, and recruit prospective Participants from, areas of high poverty in the Designated Borough, which are listed in Section C of the Request for Proposals (Appendix E to this Agreement) or as designated by DYCD.

e) DOE shall recruit and serve Participants regardless of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations.

4) Participant Application, Selection, and Enrollment.

a) During the period late winter through early spring, and later as necessary, DOE shall encourage Participants to complete applications and shall assist Participants with their applications. DOE shall maintain internet-connected computer stations at its Program Facility for youth to apply online using DYCD's online application system. DOE shall also distribute SYEP paper application forms, assist youth in completing their applications, and collect completed applications. All completed hard-copy applications submitted to the DOE shall be entered by DOE into the application management system designated by DYCD.

b) After the application deadline designated by DYCD, DYCD will conduct lotteries in order to designate successful applicants. DYCD will notify DOE of the successful applicants, and DOE shall enroll Participants who respond to the DOE in a timely manner. DOE shall enroll Participants in accordance with the procedures set forth in the SYEP Manual and the following:

i) DOE shall notify Participants by email, phone call, and/or text message of the scheduled enrollment dates.

ii) DOE shall verify that each prospective Participant has provided all documents necessary to meet the Enrollment Requirements.

iii) DOE shall take passport-sized photographs of Participants for use in making SYEP photo identification cards.

iv) DOE shall generate and distribute an SYEP photo identification card ("SYEP ID Card") to each Participant. DYCD shall provide the SYEP ID Card template to the DOE.

v) DOE shall ensure that a PES is completed for each Participant, using forms provided to DOE by DYCD ("PES Forms"), and shall maintain PES Forms as a record. DOE shall use the PES to assess each Participants' specific interests, strengths, and needs, and to determine the Participant's Project Assignment and Supportive Services, where necessary.

c) DOE shall enroll Participants in a timely manner. If DOE is unable to enroll a Participant within a reasonable timeframe, as established by DYCD, DOE shall notify DYCD of its inability to enroll the Participant and a replacement Participant may be designated by DYCD, in which case DOE shall enroll the replacement Participant.

d) DOE shall notify DYCD in the event that a Participant enrolled by DOE withdraws from, or otherwise discontinues participation in, SYEP. In such cases, a replacement Participant may be designated by DYCD, in which case DOE shall enroll the replacement Participant.

e) If DOE enrolls a replacement Participant, DOE will only be considered to have served a single Participant for purposes of Section 3.03 of the Standard Human Services Agreement and Appendix C, Program Plan.

f) DOE shall not charge, impose, or request, nor allow any third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application or participation of any Participant.

5) Work Readiness Training.

a) During the period May through June, and later as necessary, DOE shall provide a minimum of four (4) hours of Work Readiness Training to each Participant. DOE may provide Work Readiness Training in a single session or spread Work Readiness Training over two separate days.

b) Work Readiness Training must be provided before the Program Period, and DOE shall ensure that Participants understand that completion of Work Readiness Training is a prerequisite to an offer of a Project Assignment. DOE shall not allow a Participant to begin a Project-Based Learning Experience until that Participant has completed Work Readiness Training.

c) Work Readiness Training shall be unpaid, meaning that Participants will not be compensated for attendance. DOE shall ensure that Participants understand that they will receive no compensation for attending the session/s. Additionally, DOE shall ensure that

Work Readiness Training is entirely for the benefit of Participants and that Participants do not complete any Project-Based Learning Experience/s during Work Readiness Training.

d) DOE shall use the Work Readiness Training curriculum provided by DYCD or other DYCD-approved curriculum, and DOE shall ensure that Work Readiness Training is age appropriate.

e) DOE shall help youth build on foundational employability skills, such as:

   i) Applied knowledge (e.g., written and verbal communication skills, critical thinking skills problem-solving, and effective use of technology);

   ii) Interpersonal skills (e.g., teamwork and collaboration, conflict resolution, integrity, and sense of responsibility); and

   iii) Workplace skills (e.g., time management, communication strategies, information, and media and technology skills).

f) DOE is strongly encouraged to add additional career exploration activities, which would include, but need not be limited to, guest speakers from promising industries or careers, job shadowing, and field trips.

g) Work-Readiness training shall include an orientation, which shall take place close to the beginning of the Program Period. The orientation shall provide SYEP policies and procedures, and cover topics such as payment, opening bank accounts, direct deposit and payment card use, timekeeping, labor laws and rights for youth, dress code, attendance, and cell phone usage.

h) DOE shall monitor, record in writing, verify, and report Participant attendance at Work Readiness Training.

i) DYCD may increase or decrease the required number of Work Readiness Training hours provided to each Participant during the Agreement term or in any renewal term.

6) Participant Matching and Placement.

a) During the period May through June, and later as necessary, DOE shall place each Participant in the Project Assignment that best corresponds with the Participant's needs, goals, and interests, as reflected in the Participant's PES, in order to provide the Participant with opportunities to explore career interests, acquire good work habits and develop employment-related skills. Project Assignments should be appropriate for participants' age, skills, needs and interests. Project Assignments should be tailored to meet the developmental needs of youth aged 14 and 15 and provide them with enriching career exploration, emphasize foundational work-readiness skills, advance participants' baseline understanding of the labor market, and help build social and emotional learning skills. Project-Based Learning Experience/s should reinforce those employability skills fostered during Work-Readiness Training. Project Assignments must meet DYCD's minimum standards for Project-Based Learning Experience/s, as outlined in the SYEP Manual.

b) Participants will earn a stipend during the Program Period, up to a maximum of fifteen (15) hours per week for each week of the Program Period, for up to a total of ninety (90) hours over the Program Period.

c) Project-Based Learning Experience/s must take place at Program Facility/ies.

d) All Project Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Project Assignments.

7) Project-Based Learning Experience.

a) During the period July through August, DOE shall require Project Staff to prepare, maintain, verify, and report written sign-in sheets for each Participant, indicating all hours Participant participated in Project-Based Learning Experience/s, for each week of the Program Period in accordance with the standards set forth in the SYEP Manual.

b) DOE shall solicit feedback on the value and appropriateness of Project Assignments from each Participant throughout the Program Period. DOE shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Program Facitily/ies and each Participant's hours of participation, resolving conflicts between Participants and Project Staff, and, where necessary, replacement Project Assignments.

c) DOE shall require Project Staff to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.

d) DOE shall monitor, record, verify, and report Participants' attendance at the Project Assignment in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

e) DYCD may increase or decrease the required number of Project-Based Learning Experience hours provided to each Participant during the Agreement term or in any renewal term.

f) DOE shall administer a survey, which shall be provided by DYCD to DOE, to Participants during the final week of the program, in order to elicit their feedback on SYEP. DOE shall not withhold a Participant's stipend in order to ensure that the Participant completes the survey.

8) Supportive Services.

a) Throughout the duration of the Program Services outlined above, DOE shall provide Supportive Services as needed in accordance with Participants' PES, directly or through referral agreements with other community-based service providers and not-for-profit organizations in the Designated Borough or where otherwise appropriate.

b) All Supportive Services referral agreements between DOE and other community-based service providers and not-for-profit organizations shall be in accordance with the terms of the Agreement between DYCD and DOE.

c) Nothing contained in any such referral agreement shall impair the rights of DYCD under this Agreement.

d) DOE shall not in any way be relieved of any responsibility under this Agreement by virtue of any referral or any such referral agreement.

e) Nothing contained in any such referral agreement, or in this Agreement, shall create any contractual relationship between DYCD and the entity with whom DOE has entered into a referral agreement.

f) DOE shall follow up with respect to each referral to ensure that services were received satisfactorily.

9) Community Partnerships.

a) DOE shall secure community partnerships with external entity/s that enhance Program Services, including with, but not limited to the following external entities:

i) Organizations that would support work readiness, skill-development, and career awareness and exposure, including knowledge of career pathways connected to the city's priority sectors;

ii) Educational organizations that would enhance program activities (e.g., programs that teach about financial literacy, college access and post-secondary educational options);

iii) Organizations that would support Participants' connections to work or education after SYEP completion, including programs or services that would provide participants with career exposure and job opportunities, occupational training, or post-secondary education;

iv) Organizations that provide financial literacy and financial counseling and appropriate financial and banking products;

v) Organizations or entities that can further develop civic engagement and youth leadership opportunities;

vi) Organizations that can connect youth to mentors (e.g., NYC Service; NYC Mentoring Initiative);

vii) Other DYCD programs in their community that could provide additional enrichment or supportive services; and

viii) Organizations that could provide supportive services to Participants, (e.g., mental health, housing, health, food and nutrition, housing, substance abuse treatment, legal, childcare, financial resources).

b) Subcontractors are considered community partnerships.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

1) DOE shall comply with all DYCD policies, administrative procedures, and reporting requirements as set forth herein, and in accordance with the SYEP Manual and DYCD Fiscal Manual.

2) DOE shall engage in continuous quality improvement practices and shall cooperate with DYCD or a DYCD representative to administer any surveys or evaluation studies.

3) Resources.

a) DOE shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services and perform necessary administrative functions throughout the Term, including, but not limited to:

i) Program evaluation;

ii) Implementation of corrective action required by DYCD;

iii) Program monitoring;

iv) Program research and development, including the preparation of reports required by DYCD; and

v) Fiscal reporting, review, audit, and close-out of the Program.

b) DOE shall ensure that appropriate Program Staff are trained to perform programmatic and fiscal monitoring and reporting in accordance with DYCD procedures and requirements, and utilize any software or other computer technology DYCD deems necessary to perform such monitoring and reporting. At a minimum, DOE shall ensure that its Program Staff members have access to computers at the Facility, and with the following technological requirements:

i) An operating system comparable to Microsoft Windows 7 or greater;

ii) Microsoft Internet Explorer 10 or greater;

iii) A minimum connection speed of 1 MB per section (basic DSL);

iv) Up-to-date antivirus software;

v) A computer system that employs hierarchical password protection to define and restrict access to specified users; and

vi) Firewall software or hardware.

4) Program Facility/ies.

a) DOE shall secure and maintain Program Facility/ies at a location/s in the Designated Borough that is/are of appropriate size and design to:

i) Adequately accommodate DOE's staff and ensure that all Participants receive Program Services within the required timelines during the Program Period; and

ii) Permit safe and effective delivery of Program Services, including but not limited to Participant Outreach, Recruitment, Application, Selection and Enrollment, Work Readiness Training, payment card distribution, Supportive Services, and SYEP administration.

b) Program Facility/ies must be accessible by public transportation.

c) Pursuant to the ADA, Program Facility/ies must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

d) DOE shall recruit, identify, and develop a sufficient number of Program Facility/ies and Project Assignments to provide structured Project-Based Learning Experience environments to all Participants. All Project Staff must be able to provide a planned, well-supervised experience for Participants. All Project Assignments must be approved by DYCD; DOE shall enter information for every Project Assignment into the project management system designated by DYCD and submit the Project Assignment for DYCD approval. DOEs may not place Participants at a Project Assignment without DYCD approval.

e) Each Project Assignment shall maintain a Project Staff-to-Participant ratio no greater than 1:20, ample equipment and supplies, and a safe, hazard-free program environment. Each Project Assignment shall be no more than forty (40) Participants per cohort.

f) Record Keeping.

i) DOE shall complete and retain the following forms provided by DYCD:

(1) A written proposal for each Project-Based Learning Experience, which outlines the Project Staff's obligations and responsibilities related to the operation of the Project Assignment, as well as an acknowledgment of the SYEP terms and conditions;

(2) A written agreement between the DOE and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Project-Based Learning Experience ("Participant Project Referral").

ii) Nothing contained in the project proposal or Participant Project Referral shall impair DYCD's rights under this Agreement, relieve DOE of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Project Staff or the Participant

iii) DOE shall submit copies of all project proposals to DYCD for prior approval, and retain the same on file at the Program Facitlity/ies for review by DYCD. DOE shall retain all copies of Participant Project Referrals on file for review by DYCD.

g) DOE shall provide policy and procedures guidelines and in-service orientation to all Project Staff, and ensure that each implements and maintains appropriate policies and procedures specific to SYEP Participants. Such orientation for Project Staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques.

5) SYEP Participant Compensation.

a) DOE shall ensure that the appropriate members of its staff are familiar with and trained in the Participant compensation procedures mandated by DYCD and/or the payment management system designated by DYCD ("Payment Management System"), in accordance with the SYEP Manual and the following:

i) DOE shall require the appropriate members of its staff to attend training sessions on the payment management system and the procedures for ensuring Participants receive payment either through direct deposit or payment cards;

ii) DOE shall cooperate with the payment provider designated by DYCD ("Payment Provider") and/or DYCD in resolving any payment issues during the Program Period; and

iii) Disputes between DOE and the Payment Provider shall be resolved in accordance with DYCD policies and procedures.

b) On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, DOE shall enter the total number of hours of participation in Project-Based Learning Experience/s by each Participant into the Payment Management System, based on Participants' weekly sign-in sheets that have been independently verified by appropriate Project Staff. Each completed weekly sign-in sheet must reflect the actual hours of the named Participant and must bear signatures of the following:

i) the named Participant;

ii) the Project Staff member assigned to supervise and verify the hours of participation by the Participant; and

iii) a DOE staff member assigned to verify the Project Staff member's attestation of the hours of participation by the Participant.

c) DOE shall regularly monitor for evidence of fraudulent sign-in sheets. In the event that DOE suspects sign-in sheet/s to be fraudulent, DOE must reach out to the Participant or Project Staff, as appropriate, to attempt to verify the hours of participation. Disputes about sign-in sheet/s shall be resolved in accordance with DYCD policies and procedures.

d) Enrollment in Direct Deposit. DOE shall coordinate with DYCD and/or the Payment Management System to encourage Participants to enroll in direct deposit. DOE shall foster community partnerships with banks and credit unions to provide educational workshops to Participants on financial literacy and opening a bank account.

e) Payment Cards. If, after being counseled by Provider on the option to enroll in direct deposit, Participants choose to receive a payment card, DOE shall be responsible for distributing payment cards to each Participant. DOE shall be liable for any loss, damage, theft, or misuse of such payment cards from the time DOE receives their delivery to the time DOE successfully distributes the same to the Participants. Distribution of such payment cards shall be deemed successful when the same are actually received, and signed for, by the Participants. DOE shall maintain a log of payment cards that have been distributed to Participants, which must be produced to DYCD upon request.

f) DOE shall verify the payment for each pay cycle of the Program Period against the payment reports for the respective pay cycle and shall resolve discrepancies with the Payment Provider.

g) After the end of the Program Period, the Payment Provider will send an earnings statement directly to Participants. DOE shall be responsible for responding to inquiries regarding the earnings statements, and for notifying DYCD of any disputes that cannot be resolved.

6) Record Keeping and Reporting.

a) DOE shall submit all required fiscal and program reports to DYCD in accordance with DYCD procedures set forth herein and in the SYEP Manual.

b) DOE shall respond, without undue delay, to all requests for Program-related and/or Facility-related data from DYCD.

c) DOE shall accurately, completely, and timely transmit electronic data and reports through the program management system designated by DYCD.

d) DOE shall keep, maintain, and submit appropriate financial records in compliance with Generally Accepted Accounting Principles and the DYCD Fiscal Manual.

e) DOE shall make, complete, and maintain program records and written reports as required by DYCD, including, but not limited to, the following:

i) Records of fiscal, program, or statistical information in the forms as indicated by DYCD herein and in the DYCD Fiscal and SYEP Manuals;

ii) All required closeout documentation, including annual equipment inventory reports, which must be complete at a date to be determined by DYCD;

iii) Participant application and enrollment documents, including, but not limited to, Identification Documents and Residency Documents;

iv) Completed PES Forms, signed and acknowledged by each Participant's parent or guardian;

v) Participant Project Referrals;

vi) Original weekly Participant sign-in sheet/s that have been verified by DOE and accurately reflect Participant hours spent in Project-Based Learning Experience/s;

vii) Evaluations for each Participant by the Project Staff in forms provided by DYCD to DOE as follows:

(a) The first evaluation shall be completed at the end of the third week of the Program Period; and

(b) The second evaluation shall be completed during the final week of the Program Period.

7) Incident Reporting.

a) DOE shall notify DYCD of any incident of abuse by any of the DOE's administrators or Staff, both paid and volunteer. The term "abuse" here refers to any physical, sexual, emotional, or verbal abuse, actual or suspected incidents of child abuse, or any other maltreatment of a recipient of Program Services. This notification must be made by telephone to DYCD as soon as possible, but no later than twenty-four (24) hours after discovery of the above, followed by a written report submitted through the DYCD Evaluation and Monitoring System ("DYCD Connect") within three (3) days of such incident. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.

b) DOE shall notify DYCD of any incident involving injury, abuse, endangerment, illness, illegal behavior or property destruction, related to or stemming from DOE's activities and obligations under the Agreement. Injuries or incidents involving the police, fire department or an ambulance must be reported to DYCD by telephone as soon as possible, but no later than twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident. All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.

c) If DOE is enrolled in the Central Insurance Plan ("CIP"), then, in addition to the above, DOE shall also adhere to Section 8.03 of the Agreement.

8) Meetings and Trainings. DOE shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD. DOE shall ensure that staff required to attend by DYCD and/or whose role is relevant to the subject area are in attendance for the duration of the orientation, training session, or meeting. DYCD reserves the right to monitor attendance and consider attendance as a factor in performance reviews.

9) Marketing and Materials.

a) Co-Branding/Marketing.

i) DOE shall conduct SYEP marketing and outreach in accordance with this Scope of Work and DYCD's "Co-Branding/Marketing Guidelines," which are posted on DYCD Connect, in order to promote and publicize SYEP. The guidelines include, but are not limited to, the following requirements:

(1) To include DYCD's logo and the "Summer Youth Employment Program" or "SYEP" language in all Program-related signage, publications, print materials, communications, and advertisements.

(2) To post a 311 sign in its Program Facility/ies naming "New York City Department of Youth and Community Development" or "DYCD" as the agency that funds the program services, and lists the City's hotline for government information and non-emergency services. The DOE may also include its own name and/or logo in such materials.

(3) To co-brand DYCD in all posts shared on social media. Co-branding is defined as tagging @NYCYouth and, where space allows, using the hashtags #WorkforceConnect, #DYCD, and/or #NYCSYEP.

(4) To cooperate with DYCD's marketing and outreach efforts to promote and publicize DYCD-funded services.

ii) Notwithstanding anything to the contrary contained herein, the DOE shall not be obligated to develop or produce marketing materials for SYEP.

b) Approval of Marketing and Materials. All marketing activities of DOE or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with SYEP shall be subject to the approval of DYCD, which shall not be unreasonably withheld, conditioned, or delayed.

10) Social Media Policy. DOE shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers (found at http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf) to guide social media communications between Staff and Participants.

ARTICLE IV – STAFFING REQUIREMENTS

1) Staff Requirements.
   a) DOE shall employ, at a minimum, the following:
      i) A Program Director (full-time for 12 months) with a Bachelor's degree or higher, in addition to three (3) years of related experience, including experience supervising or managing youth employment programs. The Program Director shall have overall responsibility for effective delivery of Program Services and all administrative tasks, including reporting to DYCD.
      ii) A Project Developer (full-time for six (6) months) with a Bachelor's degree or higher, in addition to a minimum of two (2) years of related experience which may include, but need not be limited to, developing project-based experiences, service learning projects, in-classroom workforce development experiences, worksite development, providing career coaching and counseling, and working in the field of education and youth workforce development.
      iii) An Education Coordinator (full-time or part-time for six (6) months) with some college or higher, in addition to a minimum of three (3) years of related experience working in the field of youth development or youth workforce development and developing project-based experiences. The Education Coordinator shall provide support on creating content for Work Readiness Training and fostering continuous quality improvement through data-informed decision-making and effective supervision and professional development.
      iv) Seasonal staff able to support the SYEP program and willing to travel to Program Facility/ies via public transportation.
   b) DOE is encouraged, but not required, to employ a Counselor or Social Worker (full-time or part-time for six (6) months) dedicated to conducting assessments, providing counseling when needed, and providing supportive referrals to help youth complete SYEP and successfully transition to other work or educational opportunities. This counselor would have one of the following credentials: Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW); or a counselor with one of the following credentials: Credentialed Alcoholism and Substance Abuse Counselor (CASAC) or Licensed Mental Health Counselor (LMHC); or a New York State certified school counselor. If a counselor or social worker is not hired, then assessment and counseling must be assigned to another key staff member.
2) Staff Screening and Hiring. DOE shall recruit, screen, hire, train, and supervise appropriately qualified staff to provide Program Services, in accordance with the following:

a) DOE shall screen the backgrounds of all prospective staff members before hiring or retaining the same, whether paid or unpaid, as follows:

   i) Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, but with care taken to comply with the New York City Fair Chance Act; Section 6.04 of the Agreement, Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:

      (1) sexual misconduct, especially involving minors;

      (2) violent or assaultive behavior directed against persons or property which caused serious injury or damage;

      (3) theft of public property;

      (4) bribe receiving or offering;

      (5) possession or use of lethal weapons of any kind; and

      (6) acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of Participants or other personnel.

   ii) Employment history, including verification of same through direct contact by the DOE with former employers;

   iii) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;

   iv) Military service, including, where appropriate, verification of discharge status; and

   v) Any other relevant information related to character, conduct, or background.

b) Before hiring or retaining any prospective Staff member with a criminal conviction history, DOE shall provide written notification to DYCD of such person's criminal conviction history and, if DOE determines to move forward with employing the prospective Staff person and if requested by DYCD, share with DYCD DOE's rationale for moving forward with employment.

c) DOE shall retain records evidencing background checks for all Staff on file and shall produce such records to DYCD upon request.

d) DOE shall require its Staff members, including Project Staff ("DOE Staff"), to report any arrest or criminal conviction to DOE as soon as possible.

   i) Upon receiving notice of any criminal conviction of a DOE Staff member, the DOE shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after receipt of such notice.

   ii) Upon receiving notice of any arrest of a DOE Staff member, DOE shall assess whether the DOE Staff member's presence at the Facility poses a threat to Participants, before allowing such DOE Staff member to return to the Facility where Participants are present. If it is determined that the presence of such DOE Staff member at the Facility poses a threat to Participants, such DOE Staff member shall be barred from the Facility pending resolution of the criminal matter. DOE shall ensure

that any vacancy resulting from the barring of such DOE Staff member is promptly filled with another appropriately qualified person, subject to all applicable provisions of this Article IV. If DOE's assessment results in a decision to re-assign DOE Staff member/s or Participant/s, DOE shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after such determination.

3) Fingerprinting. DOE shall ensure that all Staff, including volunteers and co-located staff and volunteers, except youth seventeen (17) or younger and still attending school, with the potential for regular and substantial contact with Participants under the age of eighteen (18), undergo background checks, including but not limited to fingerprinting, state and federal criminal history check and review in accordance with applicable law, child abuse and person with special needs registry check and sex offender registry check. Further, DOE shall fingerprint all program staff members in programs serving youth under the age of eighteen (18) if directed to do so by DYCD.

4) Personnel Manual. DOE shall provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement of receipt of the same, to be kept in the individual's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.

5) Staff Training in DYCD's Program Approach.

   a) Promote the Positive Framework. DOE shall train Staff in a strengths-based framework emphasizing Positive Youth Development (PYD), Social and Emotional Learning (SEL), and Youth Leadership principles and practices to help guide programs to achieve positive outcomes for youth, families and communities. A comprehensive guide to this framework is available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/Youth_Leadership_Development_Framework.pdf.

   b) DYCD's Circles of Support. DOE shall train Staff to embody the principles and vision underpinning the Circles of Support family engagement framework, available at: https://www1.nyc.gov/assets/dycd/downloads/pdf/16-5268b_v12SONYC_FamilyEngagement_Brief03739.001.02_FNL.pdf.

   c) Safe, Welcoming, and Inclusive Environment. DOE shall train Staff to ensure a safe and welcoming environment for all, regardless of age, culture, or background.

      i) DOE shall have protocols for Staff behavior and effective training and supervision to ensure the environment is friendly and supportive and everyone is treated with dignity and respect, starting from the very first encounter with Staff.

      ii) DOE shall ensure youth from all backgrounds, including Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQ) youth are treated with respect and feel welcomed and supported throughout their participation in Program Services. DYCD has developed guidelines for providing safe, affirming and respectful programs and services for LGBTQ youth, available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/2017_DYCD_LGBTQ_Guidance_FINAL5.15.17.pdf.

6) Staffing Levels.

   a) DOE shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services throughout the Term and any renewal term.

   b) DOE shall promptly notify DYCD staff in writing as soon as is practicable of any changes in Program Staff, including program and organization management.

ARTICLE V – MISCELLANEOUS

1) Headings. Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Scope of Work.

2) Notice. In addition to the Notice requirements established in this Agreement, DOE shall ensure that e-mail addresses are established for both the Program Director and Executive Director.

3) Subcontracts. Notwithstanding any provision in Section 3.02 of Appendix A of this Agreement, DOE shall ensure that no more than forty percent (40%) of the total amount of this Agreement is subcontracted.

4) Purchase Goals. DOE shall use best efforts to utilize businesses and individual proprietors listed on the New York City Online Directory of Certified MWBE Businesses as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. DOE is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

SCOPE OF WORK
SYEP FOR YOUTH WITH DISABILITIES – OLDER YOUTH

ARTICLE I – DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth below:

1) "ADA" means the federal Americans with Disabilities Act.
2) "Agreement" means the Standard Human Services Agreement and all Riders and Appendices thereto.
3) "City" means New York City.
4) "Designated Borough" means the New York City Borough in which DOE is obligated to deliver Program Services pursuant to the Agreement.
5) "DOE" means the City Department of Education.
6) "DYCD" means the City Department of Youth and Community Development.
7) "DYCD Fiscal Manual" means the Fiscal Manual for Community Based Organizations, as amended or revised during the Term, as defined in the Agreement, published by DYCD.
8) "Enrollment Requirements" mean the minimum documentation required to be presented to DOE in order to participate in SYEP, including valid Identification, Residency, and Working Documents, as defined herein, and, if aged seventeen (17) or younger, parental or guardian consent to participate in SYEP.
    a) "Identification Documents" means proof of identity and age, such as a birth certificate, NYS driver/non-driver license, social security card, valid U.S. passport, or alien registration card.
    b) "Residency Documents" means proof of New York City residency, such as a current utility bill or official mail from a federal, state, or city agency addressed to the Participant, or the Participant's parent or guardian if Participant is aged 17 or younger, Participant's official school transcript or a recent report card with address, a NYS driver/non-driver license, or a current lease.
    c) "Working Documents" means proof that the Participant is eligible to work, such as a birth certificate issued in the United States, a Social Security Card, or Employment Authorization Document issued by U.S. Citizenship and Immigration Services. Participants under age 18 must also provide age-appropriate New York State employment certificates. Male Participants aged eighteen (18) or older must also provide proof of Selective Service Registration.

9) "Participant" means a City resident aged sixteen (16) through twenty-one (21) as of the first day of the Program Period, who meets the Enrollment Requirements of SYEP and is enrolled in SYEP.

10) "Participant Enrollment Survey" or "PES" means the standardized assessment tool provided by DYCD to DOE to be used to evaluate the specific interests, strengths, and needs of each Participant and to determine each Participant's Work Assignment and Supportive Services. The PES consists of several forms, some of which are to be filled out by the DOE and others by the Participant and the Participant's parent or guardian if aged 17 or younger.

11) "Private Sector" means for-profit or non-governmental entities, as well as to large private, not-for-profit organizations such as hospitals and universities.

12) "Program Facility/ies" means the location/s from which DOE administers the SYEP Program and provides Program Services as defined herein, except those Work Assignments designated to be provided at Worksites.

13) "Program Period" means a continuous six-week period, scheduled each summer by DYCD, during which Participants participate in Work-Based Experience/s.

14) "Program Services" include, but are not limited to, the following services provided by the DOE"

    a) Participant outreach and recruitment;

    b) Worksite and Work-Based Experiences development;

    c) Participant application, selection, and enrollment;

    d) Participant Work-Based Experiences matching and placement, including developing, implementing, and maintaining the PES for each Participant;

    e) Work Readiness Training;

    f) Supportive Services; and

    g) Work-Based Experiences.

15) "Staff" means all persons, whether paid or volunteer, engaged by DOE or a subcontractor to provide Program Services pursuant to the Agreement.

16) "State" means New York State.

17) "Supportive Services" include, but are not limited to, health care, financial assistance, referral to drug and alcohol abuse counseling, individual and family counseling, special services and materials for individuals with disabilities, job coaches, child and dependent care, meals, temporary shelter, financial counseling, and other services considered by the DOE to be necessary for participation in SYEP.

18) "SYEP" means Summer Youth Employment Program.

19) "SYEP Manual" means the DYCD Summer Youth Employment Program Policies and Procedures Manual, which describes DYCD's policy and procedural requirements for SYEP. The SYEP Manual will be updated and distributed by DYCD annually.

20) "Work Assignment/s" means a job at a Worksite in which a Participant shall be placed for their Work Based Experience, based on the DOE's assessment of the participants' age, skills,

needs, and interests. Work Assignments shall be developed by the DOE in conjunction with the Worksite Sponsor.

21) "Work Readiness Training" means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place prior to the commencement of Work-Based Experiences, and which will incorporate the required curriculum components that will be provided to DOE by DYCD.

22) "Work-Based Experience/s" means time spent by Participants performing work or receiving employment training.

23) "Worksite/s" means SYEP site/s, sponsored by government agencies, not-for-profit, and for-profit organizations ("Worksite Sponsor/s"), at which Work Based Experiences take place.

24) "Youth with Disabilities" shall mean Participants who are identified and documented as being physically, cognitively, or emotionally impaired.

ARTICLE II – PROGRAM SERVICES

DOE shall provide Program Services, directly or through approved subcontractors, in accordance with this Agreement, including but not limited to the Program Plan, Appendix C, the SYEP Manual, and the Fiscal Manual, and the high standards of professional quality customary to DOE's industry, subject to the conditions identified in the Community-Based SYEP Request for Proposals, Appendix E, as follows:

1) SYEP Goals.
   a) DOE shall provide Program Services consistent with the goal of helping Participants achieve the following objectives:
      i) Develop social skills, including communication, critical thinking, decision-making and problem-solving skills, and self-management;
      ii) Learn work norms and culture;
      iii) Understand career pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement;
      iv) Build professional networks; and
      v) Learn to manage money (e.g. budgeting, opening a bank account).
   b) DOE shall develop Work-Based Experiences that:
      i) Introduce Participants to the world of work and expose Participants to career pathways and opportunities;
      ii) Help build essential work-readiness skills; and
      iii) Orient Participants to educational pathways that support career and life goals.

2) Work Based Experience Development.

   a) During the period late winter through early spring, and later as necessary, DOE shall identify and develop a range of Work Assignments in which Participants may be placed to meet the required hours and the goals of the Work-Based Experience.

   b) DOE shall arrange for twenty-five (25) hours of Work Based Experience for each Participant during each week of the Program Period, for a total of one hundred fifty (150) hours over the Program Period.

   c) DOE is strongly encouraged to develop Work Assignments in the Private Sector, with a goal of at least forty percent (40%).

   d) DOE may schedule Work-Based Experience/s on any day of the week, including weekends. DOE should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance, and complies with the permitted working hours for minors under the age of eighteen (18) set by the State Department of Labor.

   e) DOEs should endeavor to develop Work Based Experiences that connect to one of the City's priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.

3) Participant Outreach and Recruitment.

   a) During the period late winter through early spring, and before the SYEP applications deadline, which shall be set each year by DYCD, DOE shall promote application availability and engage in recruitment activities that may include, but are not limited to, posts on social media, distribution of flyers, advertising in community newspapers, presenting programs at schools and to community groups, representing SYEP at job fairs and other community events, and coordinating with appropriate agencies.

   b) DOE shall recruit a number of prospective Participants equal to or greater than the number of Participants DOE is obligated to enroll.

   c) DOE is strongly encouraged to recruit prospective Youth with Disabilities.

   d) DOE shall endeavor to promote SYEP in, and recruit prospective Participants from, areas of high poverty in the Designated Borough, which are listed in Section C of the Request for Proposals (Appendix E to this Agreement) or as designated by DYCD.

   e) DOE shall recruit and serve Participants regardless of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations.

4) Participant Application, Selection, and Enrollment.

a) During the period late winter through early spring, and later as necessary, DOE shall encourage Participants to complete applications and shall assist Participants with their applications. DOE shall maintain internet-connected computer stations at its intake facility for youth to apply online using DYCD's online application system. DOE shall also distribute SYEP paper application forms, assist youth in completing their applications, and collect completed applications. All completed hard-copy applications submitted to the DOE shall be entered by DOE into the application management system designated by DYCD.

b) After the application deadline designated by DYCD, DYCD will conduct lotteries in order to designate successful applicants. DYCD will notify DOE of the successful applicants, and DOE shall enroll Participants who respond to DOE in a timely manner. DOE shall enroll Participants in accordance with the procedures set forth in the SYEP Manual and the following:

i) DOE shall notify Participants by email, phone call, and text message of the scheduled enrollment dates.

ii) DOE shall verify that each prospective Participant has provided all documents necessary to meet the Enrollment Requirements.

iii) DOE shall take passport-sized photographs of Participants for use in making SYEP photo identification cards.

iv) DOE shall generate and distribute an SYEP photo identification card ("SYEP ID Card") to each Participant. DYCD shall provide the SYEP ID Card template to the DOE.

v) DOE shall ensure that a PES is completed for each Participant, using forms provided to DOE by DYCD ("PES Forms"), and shall maintain PES Forms as a record. DOE shall use the PES to assess each Participants' specific interests, strengths, and needs, and to determine the Participant's Work Assignment and Supportive Services, where necessary.

c) DOE shall enroll Participants in a timely manner. If DOE is unable to enroll a Participant within a reasonable timeframe, as established by DYCD, DOE shall notify DYCD of its inability to enroll the Participant and a replacement Participant may be designated by DYCD, in which case DOE shall enroll the replacement Participant.

d) DOE shall notify DYCD in the event that a Participant enrolled by DOE withdraws from, or otherwise discontinues participation in, SYEP. In such cases, a replacement Participant may be designated by DYCD, in which case DOE shall enroll the replacement Participant.

e) If DOE enrolls a replacement Participant, DOE will only be considered to have served a single Participant for purposes of Section 3.03 of the Standard Human Services Agreement and Appendix C, Program Plan.

f) DOE shall not charge, impose, or request, nor allow any Worksite or third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application or employment of any Participant.

5) Work Readiness Training.

a) During the period May through June, and later as necessary, DOE shall provide a minimum of eight (8) hours of Work Readiness Training to each Participant. DOE may provide Work Readiness Training in a single session or spread Work Readiness Training over two separate days.

b) Work Readiness Training must be provided before the Program Period, and DOE shall ensure that Participants understand that completion of Work Readiness Training is a prerequisite to an offer of a Work Assignment. DOE shall not allow a Participant to begin a Work Based Experience until that Participant has completed Work Readiness Training.

c) Work Readiness Training shall be unpaid, meaning that Participants will not be compensated for attendance. DOE shall ensure that Participants understand that they will receive no compensation for attending the session/s. Additionally, DOE shall ensure that Work Readiness Training is entirely for the benefit of Participants and that Participants do not complete any employment related work during Work Readiness Training.

d) DOE shall use the Work Readiness Training curriculum provided by DYCD or other DYCD-approved curriculum, and DOE shall ensure that Work Readiness Training is age appropriate.

e) DOE shall help youth build on foundational employability skills, such as:

i) Applied knowledge (e.g., written and verbal communication skills, critical thinking skills problem-solving, and effective use of technology);

ii) Interpersonal skills (e.g., teamwork and collaboration, conflict resolution, integrity, and sense of responsibility); and

iii) Workplace skills (e.g., time management, communication strategies, information, and media and technology skills).

f) DOE is strongly encouraged to add additional career exploration activities, which would include, but need not be limited to, guest speakers from promising industries or careers, job shadowing, and field trips.

g) Work-Readiness training shall include an orientation, which shall take place close to the beginning of the Program Period. The orientation shall provide SYEP policies and procedures, and cover topics such as payment, opening bank accounts, direct deposit and payment card use, timekeeping, labor laws and rights for youth, dress code, attendance, and cell phone usage.

h) DOE shall monitor, record in writing, verify, and report Participant attendance at Work Readiness Training.

i) DYCD may increase or decrease the required number of Work Readiness Training hours provided to each Participant during the Agreement term or in any renewal term.

6) Participant Matching and Placement.

a) During the period May through June, and later as necessary, DOE shall place each Participant in the Work Assignment that best corresponds with the Participant's needs, goals, and interests, as reflected in the Participant's PES, in order to provide the

Participant with opportunities to explore career interests, acquire good work habits and develop employment-related skills. Work Assignments should be appropriate for participants' age, skills, needs and interests. Work Assignments should foster skills-building, including social and emotional skills and youth leadership skills, expose youth to promising career pathways, and advance participants' baseline understanding of the labor market.

b) DOE shall ensure that all Work Assignments comply with applicable laws and regulations, including but not limited to child labor laws, the ADA, New York State School-Aged Child Care Regulations, and the New York State Department of Health Sanitary Code as it applies to children's camps.

c) DOE shall provide Participants with written job descriptions defining the tasks and standards for each of their Work Assignments, a copy of which shall be maintained as records in the Participant's file. When Work Assignments require specific proficiencies or competencies, DOE shall ensure that Worksite Sponsors provide Participants with the training necessary to acquire such skills in a structured manner that logically relates such skill development to Participant's academic and personal development.

d) Participants will earn the minimum wage for work performed during the Program Period, up to a maximum of twenty five (25) hours per week for each week of the Program Period, for up to a total of one hundred fifty (150) hours over the Program Period.

e) Work Based Experience must take place at Worksites.

f) All Participant Work Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Work Assignments.

7) Work Based Experience.

a) During the period of July through August, DOE shall require each Worksite Sponsor to prepare, maintain, verify, and report written timesheets for each Participant, indicating all hours worked and breaks taken by the Participant at the Worksite, for each week of the Program Period in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

b) DOE shall solicit feedback on the value and appropriateness of Work Assignments from each Participant throughout the Program Period. DOE shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Worksite and Participant work hours, resolving conflicts between Participants and Worksite Sponsor staff, and, where necessary, replacement Work Assignments.

c) DOE shall require each Worksite to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.

d) DOE shall monitor, record, verify, and report Participants' hours worked in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

e) DYCD may increase or decrease the required number of Work Based Experience hours provided to each Participant during the Agreement term or in any renewal term.

f) DOE shall administer a survey, which shall be provided by DYCD to DOE, to Participants during the final week of the program, in order to elicit their feedback on SYEP. DOE shall not withhold a Participant's earnings in order to ensure that the Participant completes the survey.

8) Supportive Services.

a) Throughout the duration of the Program Services outlined above, DOE shall provide Supportive Services as needed in accordance with Participants' PES, directly or through referral agreements with other community-based service providers and not-for-profit organizations in the Designated Borough or where otherwise appropriate.

b) All Supportive Services referral agreements between DOE and other community-based service providers and not-for-profit organizations shall be in accordance with the terms of the Agreement between DYCD and DOE.

c) Nothing contained in any such referral agreement shall impair the rights of DYCD under this Agreement.

d) DOE shall not in any way be relieved of any responsibility under this Agreement by virtue of any referral or any such referral agreement.

e) Nothing contained in any such referral agreement, or in this Agreement, shall create any contractual relationship between DYCD and the entity with whom DOE has entered into a referral agreement.

f) DOE shall follow up with respect to each referral to ensure that services were received satisfactorily.

9) Community Partnerships.

a) DOE shall secure community partnerships with external entity/s that enhance Program Services, including with, but not limited to the following external entities:

i) Employers and organizations that would support work readiness, skill-development, and career awareness and exposure, including knowledge of career pathways connected to the city's priority sectors;

ii) Educational organizations that would enhance program activities (e.g., programs that teach about financial literacy, college access and post-secondary educational options);

iii) Organizations that would support Participants' continued connections to work or education after SYEP completion, including programs or services that would provide participants with additional career exposure and job opportunities, occupational training, or post-secondary education;

iv) Organizations that provide financial literacy and financial counseling and appropriate financial and banking products;

v) Organizations or entities that can further develop civic engagement and youth leadership opportunities;

vi) Organizations that can connect youth to mentors (e.g., NYC Service; NYC Mentoring Initiative);

vii) Other DYCD programs in their community that could provide additional enrichment or supportive services; and

viii) Organizations that could provide supportive services to Participants, (e.g., mental health, housing, health, food and nutrition, housing, substance abuse treatment, legal, childcare, financial resources).

b) Subcontractors are considered community partnerships.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

1) DOE shall comply with all DYCD policies, administrative procedures, and reporting requirements as set forth herein, and in accordance with the SYEP Manual and DYCD Fiscal Manual.

2) DOE shall engage in continuous quality improvement practices and shall cooperate with DYCD or a DYCD representative to administer any surveys or evaluation studies.

3) Resources.

   a) DOE shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services and perform necessary administrative functions throughout the Term, including, but not limited to:

      i) Program evaluation;

      ii) Implementation of corrective action required by DYCD;

      iii) Program monitoring;

      iv) Program research and development, including the preparation of reports required by DYCD; and

      v) Fiscal reporting, review, audit, and close-out of the Program.

   b) DOE shall ensure that appropriate Program Staff are trained to perform programmatic and fiscal monitoring and reporting in accordance with DYCD procedures and requirements, and utilize any software or other computer technology DYCD deems necessary to perform such monitoring and reporting. At a minimum, DOE shall ensure that its Program Staff members have access to computers at the Facility, and with the following technological requirements:

      i) An operating system comparable to Microsoft Windows 7 or greater;

      ii) Microsoft Internet Explorer 10 or greater;

      iii) A minimum connection speed of 1 MB per section (basic DSL);

      iv) Up-to-date antivirus software;

      v) A computer system that employs hierarchical password protection to define and restrict access to specified users; and

      vi) Firewall software or hardware.

4) Program Facility/ies.

a) DOE shall secure and maintain Program Facility/ies at a location/s in the Designated Borough that is/are of appropriate size and design to:

i) Adequately accommodate DOE's staff and ensure that all Participants receive Program Services within the required timelines during the Program Period; and

ii) Permit safe and effective delivery of Program Services, including but not limited to Participant Outreach, Recruitment, Application, Selection and Enrollment, Work Readiness Training, payment card distribution, Supportive Services, and SYEP administration.

b) Program Facility/ies must be accessible by public transportation.

c) Pursuant to the ADA, Program Facility/ies must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

5) Worksite/s.

a) Worksite/s must be accessible by public transportation.

b) Pursuant to the ADA, Worksite/s must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

c) DOE shall recruit, identify, and develop a sufficient number of Worksites and Work Assignments to provide structured work environments to all Participants. All Worksite Sponsors must be able to provide a planned, well-supervised work experience for Participants. All Worksites must be approved by DYCD; DOE shall enter information for every Worksite into the worksite management system designated by DYCD and submit the Worksite for DYCD approval. DOEs may not place Participants at a Worksite without DYCD approval.

d) Each Worksite shall maintain a Supervisor-to-Participant ratio no greater than 1:12, ample equipment and supplies, and a safe, hazard-free work environment.

e) Drug-Free Workplace. DOE shall ensure that all Worksites comply with the Drug-Free Workplace Requirements outlined in Section 6.04(C) of the Agreement and the SYEP Manual. DOE shall record in writing, verify, and report the Drug-Free Workplace Policy compliance of each Worksite on a form provided by DYCD ("Drug-Free Workplace Certificate") prior to commencing the Work Based Experience thereat.

f) Record Keeping.

i) DOE shall complete the following forms provided by DYCD:

(1) A written application from each Worksite Sponsor ("Worksite Application") for each Worksite, which outlines the Worksite Sponsor's obligations and responsibilities related to the operation of the Worksite, as well as an acknowledgment of the SYEP terms and conditions;

(2) A written agreement between the Worksite Sponsor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Work Assignment ("Participant Worksite Referral").

ii) Nothing contained in either the Worksite Application or the Participant Worksite Referral shall impair DYCD's rights under this Agreement, relieve DOE of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Worksite Sponsor or Participant.

iii) DOE shall submit copies of all Worksite Applications to DYCD for prior approval, and retain the same on file at the Program Facility/ies for review by DYCD. DOE shall retain all copies of Participant Worksite Referrals on file for review by DYCD.

iv) Copies of all Worksite Applications and Participant Worksite Referrals shall be maintained on file at the Worksite/s.

g) Guidelines and Orientations.

i) DOE shall provide policy and procedures guidelines and in-service orientation to each Worksite Sponsor, and ensure that each implements and maintains appropriate Worksite policies and procedures specific to the employment of SYEP Participants. Such orientation for Worksite Supervisors and relevant staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques.

ii) In order to conduct orientations for all Worksite Sponsors, DOEs may choose a schedule that accommodates the needs of Worksite representatives, supervisors and staff, and may conduct joint trainings with other Worksite Sponsors.

h) Out of City Worksites. DOE may secure and maintain Worksite/s at location/s outside the City only under the following circumstances and in accordance with the SYEP Manual:

i) Worksite/s must be located in New York State;

ii) Worksite/s must be located within one hundred (100) miles of DYCD's business address at 2 Lafayette Street, New York, NY 10007;

iii) Worksite/s must meet the same SYEP requirements as those located within the City; and

iv) DOE shall arrange for safe, convenient, and free transportation to and from Worksite/s facilities outside the City for Participants at these locations.

i) Worksite Monitoring. Monitoring of Worksite by DOE shall include the following:

i) DOE shall visit each Worksite at least one (1) time before Participants begin working there, in order to ensure its suitability and readiness for SYEP.

ii) DOE shall visit each Worksite at least one (1) time each week during the Program Period to ensure that Participants are working and that the Worksite complies with SYEP policies and procedures.

iii) DOE shall submit a summary of each visit on the form provided by DYCD via the worksite management system designated by DYCD.

6) SYEP Participant Compensation.

a) DOE shall ensure that the appropriate members of its staff are familiar with and trained in the Participant compensation procedures mandated by DYCD and/or the payment management system designated by DYCD ("Payment Management System"), in accordance with the SYEP Manual and the following:

i) DOE shall require the appropriate members of its staff to attend training sessions on the payment management system and the procedures for ensuring Participants receive payment either through direct deposit or payment cards;

ii) DOE shall cooperate with the payment provider designated by DYCD ("Payment Provider") and/or DYCD in resolving any payment issues during the Program Period; and

iii) Disputes between DOE and the Payment Provider shall be resolved in accordance with DYCD policies and procedures.

b) On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, DOE shall enter the total number of hours worked by each Participant into the Payment Management System, based on Participants' weekly timesheets that have been independently verified by appropriate DOE staff. Each completed weekly timesheet must reflect the actual hours worked by the named Participant and must bear signatures of the following:

i) the named Participant;

ii) a representative of the Worksite Sponsor assigned to supervise and verify the hours actually worked by the Participant; and

iii) a representative of the DOE assigned to work with the Worksite Sponsor to verify the Worksite Sponsor's attestation of the hours worked.

c) DOE shall regularly monitor for evidence of fraudulent timesheets. In the event that DOE suspects timesheet/s to be fraudulent, DOE must reach out to the Participant or Worksite Sponsor, as appropriate, to attempt to verify the hours worked. Disputes about hours worked by Participant/s shall be resolved in accordance with DYCD policies and procedures.

d) Enrollment in Direct Deposit. DOE shall coordinate with DYCD and/or the Payment Management System to encourage Participants to enroll in direct deposit. DOE shall foster community partnerships with banks and credit unions to provide educational workshops to Participants on financial literacy and opening a bank account.

e) Payment Cards. If, after being counseled by Provider on the option to enroll in direct deposit, Participants choose to receive a payment card, DOE shall be responsible for distributing payment cards to each Participant. DOE shall be liable for any loss, damage, theft, or misuse of such payment cards from the time DOE receives their delivery to the time DOE successfully distributes the same to the Participants. Distribution of such payment cards shall be deemed successful when the same are actually received, and signed for, by the Participants. DOE shall maintain a log of payment cards that have been distributed to Participants, which must be produced to DYCD upon request.

f) DOE shall verify the payment for each pay cycle of the Program Period against the payment reports for the respective pay cycle and shall resolve discrepancies with the Payment Provider.

g) After the end of the Program Period, the Payment Provider will send an earnings statement directly to Participants. DOE shall be responsible for responding to inquiries regarding the earnings statements, and for notifying DYCD of any disputes that cannot be resolved.

h) At the end of the calendar year, the Payment Provider will send IRS Form W-2 directly to Participants. DOE shall be responsible for responding to inquiries regarding IRS Form W-2, as well as for providing replacement Forms.

7) Record Keeping and Reporting.

a) DOE shall submit all required fiscal and program reports to DYCD in accordance with DYCD procedures set forth herein and in the SYEP Manual.

b) DOE shall respond, without undue delay, to all requests for Program-related, Facility-related, and/or Worksite-related data from DYCD.

c) DOE shall accurately, completely, and timely transmit electronic data and reports through the program management system designated by DYCD.

d) DOE shall keep, maintain, and submit appropriate financial records in compliance with Generally Accepted Accounting Principles and the DYCD Fiscal Manual.

e) DOE shall make, complete, and maintain program records and written reports as required by DYCD, including, but not limited to, the following:

i) Records of fiscal, program, or statistical information in the forms as indicated by DYCD herein and in the DYCD Fiscal and SYEP Manuals;

ii) All required closeout documentation, including annual equipment inventory reports, which must be complete at a date to be determined by DYCD;

iii) Participant application and enrollment documents, including, but not limited to, Identification Documents, Residency Documents, and Working Documents;

iv) Completed PES Forms, signed and acknowledged by each Participant or the Participant's parent or guardian if Participant is aged 17 or younger;

v) Participant Worksite Referrals;

vi) Worksite Applications;

vii) Original weekly Participant timesheets that have been verified by DOE and accurately reflect Participant hours spent in Work Based Experience;

viii) Evaluations for each Participant by the Worksite Sponsor supervisory staff in forms provided by DYCD to DOE;

(1) DOE shall distribute the Participant Evaluation forms to each Worksite Sponsor.

(2) DOE shall require each Worksite Sponsor to complete two (2) evaluations for each Participant:

(a) The first evaluation shall be completed at the end of the third week of the Program Period; and

(b) The second evaluation shall be completed during the final week of the Program Period.

(3) DOE shall collect completed evaluation forms for each Participant from each Worksite Sponsor.

8) Incident Reporting.

a) DOE shall notify DYCD of any incident of abuse by any of the DOE's administrators or Staff, both paid and volunteer. The term "abuse" here refers to any physical, sexual, emotional, or verbal abuse, actual or suspected incidents of child abuse, or any other maltreatment of a recipient of Program Services. This notification must be made by telephone to DYCD as soon as possible, but no later than twenty-four (24) hours after discovery of the above, followed by a written report submitted through the DYCD Evaluation and Monitoring System ("DYCD Connect") within three (3) days of such incident. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.

b) DOE shall notify DYCD of any incident involving injury, abuse, endangerment, illness, illegal behavior or property destruction, related to or stemming from DOE's activities and obligations under the Agreement. Injuries or incidents involving the police, fire department or an ambulance must be reported to DYCD by telephone as soon as possible, but no later than twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident. All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.

c) If DOE is enrolled in the Central Insurance Plan ("CIP"), then, in addition to the above, DOE shall also adhere to Section 8.03 of the Agreement.

9) Meetings and Trainings. DOE shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD. DOE shall ensure that staff required to attend by DYCD and/or whose role is relevant to the subject area are in attendance for the duration of the orientation, training session, or meeting. DYCD reserves the right to monitor attendance and consider attendance as a factor in performance reviews.

10) Marketing and Materials.

a) Co-Branding/Marketing.

i) DOE shall conduct SYEP marketing and outreach in accordance with this Scope of Work and DYCD's "Co-Branding/Marketing Guidelines," which are posted on DYCD Connect, in order to promote and publicize SYEP. The guidelines include, but are not limited to, the following requirements:

(1) To include DYCD's logo and the "Summer Youth Employment Program" or "SYEP" language in all Program-related signage, publications, print materials, communications, and advertisements.

(2) To post a 311 sign in its Program Facility/ies naming "New York City Department of Youth and Community Development" or "DYCD" as the agency that funds the program services, and lists the City's hotline for government information and non-emergency services. The DOE may also include its own name and/or logo in such materials.

(3) To co-brand DYCD in all posts shared on social media. Co-branding is defined as tagging @NYCYouth and, where space allows, using the hashtags #WorkforceConnect, #DYCD, and/or #NYCSYEP.

(4) To cooperate with DYCD's marketing and outreach efforts to promote and publicize DYCD-funded services.

ii) Notwithstanding anything to the contrary contained herein, the DOE shall not be obligated to develop or produce marketing materials for SYEP.

b) Approval of Marketing and Materials. All marketing activities of DOE or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with SYEP shall be subject to the approval of DYCD, which shall not be unreasonably withheld, conditioned, or delayed.

11) Social Media Policy. DOE shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers (found at http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf) to guide social media communications between Staff and Participants.

ARTICLE IV – STAFFING REQUIREMENTS

1) Staff Requirements.

a) DOE shall employ, at a minimum, the following:

i) A Program Director (full-time for 12 months) with a Bachelor's degree or higher, in addition to three (3) years of related experience, including experience supervising or managing youth employment programs. The Program Director shall have overall responsibility for effective delivery of Program Services and all administrative tasks, including reporting to DYCD.

ii) A Job Developer (full-time or part-time for six (6) months) with some college or higher, in addition to a minimum of two (2) years of related experience which may include, but need not be limited to, developing worksites, providing career coaching and counseling, and working in the field of youth workforce development. The Job Developer shall have responsibility for identifying and coordinating development of Worksite Assignments, as outlined in the SYEP Manual.

iii) An Education Coordinator (part-time for six (6) months) with some college or higher, in addition to a minimum of three (3) years of related experience working in the field of youth development or youth workforce development and developing project-based experiences. The Education Coordinator shall provide support on creating content for Work Readiness Training and fostering continuous quality improvement through

data-informed decision-making and effective supervision and professional development.

iv) Seasonal staff able to support the SYEP program and willing to travel to worksites via public transportation.

b) DOE is encouraged, but not required, to employ a Counselor or Social Worker (full-time or part-time for six (6) months) dedicated to conducting assessments, providing counseling when needed, and providing supportive referrals to help youth complete SYEP and successfully transition to other work or educational opportunities. This counselor would have one of the following credentials: Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW); or a counselor with one of the following credentials: Credentialed Alcoholism and Substance Abuse Counselor (CASAC) or Licensed Mental Health Counselor (LMHC); or a New York State certified school counselor. If a counselor or social worker is not hired, then assessment and counseling must be assigned to another key staff member.

2) Staff Screening and Hiring. DOE shall recruit, screen, hire, train, and supervise appropriately qualified staff to provide Program Services, in accordance with the following:

a) DOE shall screen the backgrounds of all prospective staff members before hiring or retaining the same, and shall require that all Worksite Sponsors screen the backgrounds of all of their prospective SYEP staff members, whether paid or unpaid, before hiring or retaining such prospective SYEP staff members, as follows:

i) Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, but with care taken to comply with the New York City Fair Chance Act; Section 6.04 of the Agreement, Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:

(1) sexual misconduct, especially involving minors;

(2) violent or assaultive behavior directed against persons or property which caused serious injury or damage;

(3) theft of public property;

(4) bribe receiving or offering;

(5) possession or use of lethal weapons of any kind; and

(6) acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of Participants or other personnel.

ii) Employment history, including verification of same through direct contact by the DOE with former employers;

iii) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;

iv) Military service, including, where appropriate, verification of discharge status; and

v) Any other relevant information related to character, conduct, or background.

b) Before hiring or retaining any prospective Staff member with a criminal conviction history, DOE shall provide written notification to DYCD of such person's criminal conviction history and, if DOE determines to move forward with employing the prospective Staff person and if requested by DYCD, share with DYCD DOE's rationale for moving forward with employment.

c) DOE shall retain records evidencing background checks for all Staff on file and shall produce such records to DYCD upon request.

d) DOE shall require its Staff members and Worksite Supervisors to report any arrest or criminal conviction to DOE as soon as possible.

i) Upon receiving notice of any criminal conviction of a DOE Staff member or Worksite Supervisor, the DOE shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after receipt of such notice.

ii) Upon receiving notice of any arrest of a DOE Staff member or Worksite Supervisor, DOE shall assess whether:

(1) the Staff member's presence at the Facility poses a threat to Participants, before allowing such Staff member to return to the Facility where Participants are present. If it is determined that the presence of such DOE Staff member at the Facility poses a threat to Participants, such DOE Staff member shall be barred from the Facility pending resolution of the criminal matter. DOE shall ensure that any vacancy resulting from the barring of such DOE Staff member is promptly filled with another appropriately qualified person, subject to all applicable provisions of this Article IV; or

(2) the Worksite Sponsor staff member's presence at the Worksite poses a threat to Participants, before allowing Participants to return to the Worksite. If it is determined that the presence of such Worksite Supervisor at the Worksite poses a threat to Participants, DOE will be required to re-assign Participants to an alternative Worksite pending resolution of the criminal matter.

If DOE's assessment results in a decision to re-assign DOE Staff member/s or Participant/s, DOE shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after such determination.

3) Fingerprinting. DOE shall ensure that all Staff, including volunteers and co-located staff and volunteers, except youth seventeen (17) or younger and still attending school, with the potential for regular and substantial contact with Participants under the age of eighteen (18), undergo background checks, including but not limited to fingerprinting, state and federal criminal history check and review in accordance with applicable law, child abuse and person with special needs registry check and sex offender registry check. Further, DOE shall fingerprint all program staff members in programs serving youth under the age of eighteen (18) if directed to do so by DYCD.

4) Personnel Manual. DOE shall provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement of receipt of the same, to be kept in the individual's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.

5) Staff Training in DYCD's Program Approach.

   a) Promote the Positive Framework. DOE shall train Staff in a strengths-based framework emphasizing Positive Youth Development (PYD), Social and Emotional Learning (SEL), and Youth Leadership principles and practices to help guide programs to achieve positive outcomes for youth, families and communities. A comprehensive guide to this framework is available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/Youth_Leadership_Development_Framework.pdf.

   b) DYCD's Circles of Support. DOE shall train Staff to embody the principles and vision underpinning the Circles of Support family engagement framework, available at: https://www1.nyc.gov/assets/dycd/downloads/pdf/16-5268b_v12SONYC_FamilyEngagement_Brief03739.001.02_FNL.pdf.

   c) Safe, Welcoming, and Inclusive Environment. DOE shall train Staff to ensure a safe and welcoming environment for all, regardless of age, culture, or background.

      i) DOE shall have protocols for Staff behavior and effective training and supervision to ensure the environment is friendly and supportive and everyone is treated with dignity and respect, starting from the very first encounter with Staff.

      ii) DOE shall ensure youth from all backgrounds, including Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQ) youth are treated with respect and feel welcomed and supported throughout their participation in Program Services. DYCD has developed guidelines for providing safe, affirming and respectful programs and services for LGBTQ youth, available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/2017_DYCD_LGBTQ_Guidance_FINAL5.15.17.pdf.

6) Staffing Levels.

   a) DOE shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services throughout the Term and any renewal term.

   b) DOE shall promptly notify DYCD staff in writing as soon as is practicable of any changes in Program Staff, including program and organization management.

ARTICLE V – MISCELLANEOUS

1) Headings. Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Scope of Work.

2) Notice. In addition to the Notice requirements established in this Agreement, DOE shall ensure that e-mail addresses are established for both the Program Director and Executive Director.

3) Subcontracts. Notwithstanding any provision in Section 3.02 of Appendix A of this Agreement, DOE shall ensure that no more than forty percent (40%) of the total amount of this Agreement is subcontracted.

4) Purchase Goals. DOE shall use best efforts to utilize businesses and individual proprietors listed on the New York City Online Directory of Certified MWBE Businesses as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. DOE is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

Appendix C: Program Plan

Contract Information: NYC Department of Education Office of Special Education					
City Agency:	NYC Department of Education				
Agency Address:	52 Chambers St. Room 220 NY, NY 10007				
Site Name 1:	Bronx Transition and College Access Center				
Site Address:	100 W Mosholu Parkway South Room 150	**City:**	Bronx	**Zip:**	10468
Site Name 2:	Brooklyn Transition and College Access Center				
Site Address:	1700 Fulton street Room G170	**City:**	Brooklyn	**Zip:**	11213
Site Name 3:	Manhattan Transition and College Access Center				
Site Address:	269 W 35th Street Room 702	**City:**	Manhattan	**Zip:**	10024
Site Name 4:	Queens Transition and College Access Center				
Site Address:	90-27 Sutphin Blvd. Room 152	**City:**	Queens	**Zip:**	11435
Site Name 5:	Staten Island Transition and College Access Center				
Site Address:	715 Ocean Terrace Building A, Room 204	**City:**	Staten Island	**Zip:**	10301

Lead Contact:	Jonathan Santiago	**Title:**	Executive Director	**Email:** **jsantiago27@schools.nyc.gov**

FY 20 Funding Information:					
Term:	7/1/2019 – 6/30/2020		**Term Value:**	$495,000	
Fiscal Year:	**FY 20**	**Period Start Date:**	**7/1/2019**	**Period End Date:**	**6/30/2020**

Program Period		**Amendment Description**
Total Slots: **913**	Older Youth: 787 slots Younger Youth: 126 slots	**N/A**

Program Model	
Service Area:	SYEP for Youth with Disabilities
Required Activities:	*High-quality project-based learning experiences. Each project is designed to meet the needs of youth aged 14 and 15 and provide them with enriching career exploration, emphasize foundational work-readiness skills, advance participants' baseline understanding of the labor market, and help build SEL skills. Development of work-based experiences for youth ages 16 to 21 that connects to one of the city's priority sectors, foster civic engagement, skills-building and expose youth to promising career pathways*

Staffing Plan

Name	Title	% of Time	Paid (Y/N)	Role (e.g. intake, enrollment, payroll, monitoring, education)
Bates, Arthur Bollati, Richard Boubaris, Christina Carmon, Terry Castillo, Tamica Cazeau, Natalie Cipoletti, Joseph Collins, Monique Day Gandolfo, Donna Demetruis, Christal Elhabal, Gihan Eustache, Mercedes Francois-Lafleur,Natalie Gaska, Susan Green, Heather Guillen, Yuderki Gunraj, Cecil Hoyte, Norman Hunte, Erika Islam, Anowarul Louis, Dina Manfre, Claire McParland, John Mittiga, Laura Monderin, Victor Myrtho, Noel Nelson, Monet Palmer, Stacy Perlberg, Janet Persaud, Reb Ramsey, John Ray, Eugene Roberts-Robles, Joel Thomas, Tamika Tuzzo, Stephanie Vaughn, Benjamin Wallace, Neville Weber, Nicholas Williams, Amar Wiseman, Kimberle Zeitchick,Lenora Zephir, Anthony Zitz, Francine	**Site Monitor/Teacher**	**Part Time**	**Y**	**Monitoring/Education**

Department of Youth and Community Development
PROGRAM BUDGET SUMMARY FY 2020

(FY 2020 - 7/1/2019 to 6/30/2020)

Revised January 2019

DYCD ID #:	
Budget Code:	
Amendment #:	

Funding Component: Tax Levy

Name of CBO: NYC Department of Education

Address: 52 Chambers Street, Room 220
New York, NY, 10007

Tel #: 212-374-2477 **Fax #:**

Ex. Director: Jonathan Santiago **Tel #:** 212-374-0265

E-Mail: jsantiago27@schools.nyc.gov

Fiscal Officer: Mateusz Zacharski **Tel #:** 212-374-2477

E-Mail: MZacharski@schools.nyc.gov

EIN: 136400434 **SUI #:**

For official use only:
Approved by Program | Date Approved | Telephone #
Approved by CAFD | Date Approved

Fiscal Agent: [ ]YES [ ]No
FA Name:

Operating Period: 7/1/2019 **Through:** 6/30/2020
In-Kind Contribution: N/A
Cash Contribution: N/A
Total CBO Budget (all sources) N/A

Account Code		TOTAL DYCD BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	PERSONNEL SERVICES			
1100	Salaries and Wages	344,736	344,736	
1200	Fringe Benefits*	72,394	72,394	
1300	Central Insurance Program (CIP) **			
TOTAL PERSONNEL SERVICES		417,130	417,130	
	NON STAFF SERVICES			
2100	Consultants			
2200	Subcontractors			
2300	Stipends			
2400	Vendors			
2500	Fiscal Conduit			
TOTAL NON STAFF SERVICES				
	OTHER THAN PERSONNEL SERVICES			
3100	Consumable Supplies			
3200	Equipment Purchases			
3300	Equipment Other			
3400	Space Cost (total of Lines 3410 & 3420)			
3500	Travel			
3600	Utilities & Telephone			
3700	Other Operational Costs (total of Lines 3710 & 3720)			
3800	Van Maintenance			
3900	Fiscal Agent Services			
TOTAL OTHER THAN PERSONNEL SERVICES				
TOTAL DYCD COSTS		417,130	417,130	

*** When NOT under DYCD'S Fiscal Agent, the maximum rate is 35% and the minimum rate is 7.99% of the total salaries and wages.**

**** CIP rate is 4.5% of total budget.**

Note: Centrally Administered - Items covered by DYCD Policies are non-reimbursable items.

Please note: ***All highlighted fields (Blue) are calculated automatically from pages 2, 3, & 4 and cannot be changed manually.***

Department of Youth and Community Development PROGRAM BUDGET SUMMARY FY 2020

DYCD ID #:	
Budget Code:	
Amendment #:	

SALARIES AND WAGES SUPPORT SHEET FY 2020

Full Time Employees Only

# Of Pos.	Title Code	Position/Title	# of Months	Annual Salary	% Applied to DYCD	Total DYCD Cost
					Sub-Total	

Part Time Employees Only*

# Of Pos.	Title Code	Position/Title	Hourly Rate	Total Hours for Budget Period	Total Amount Part Time Staff
42	TE -	TEACHER (TEACHER LICENSE)	$51.30	160	$344,736
				Sub-Total	$344,736
				Total Budgeted Salaries	$344,736

* Note: Part Time employees must work fewer than 35 hours per week

Please note: ***All highlighted fields (Blue) are calculated automatically and cannot be changed manually.***

Department of Youth and Community Development PROGRAM BUDGET SUMMARY FY 2020

18770.85

DYCD ID #:	
Budget Code:	
Amendment #:	

Acct Code		TOTAL BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	FRINGE BENEFITS			
	Based on your total salaries the **minimum** amount for Fringe (if not under Fiscal Agent) is 7.99%		$ 27,544	
	Based on your total salaries the **minimum** amount for Fringe (if under Fiscal Agent) is 12.99%		$ 44,781	
	Based on your total salaries the **maximum** amount for Fringe is 35%		$ 120,658	
1200	**FRINGE BENEFITS**	$72,394	$72,394	

FICA at 7.65%, Unemployment Insurance, Medical, Workers Compensation, Disability, Life Insurance & Pension

1300	**CENTRAL INSURANCE PROGRAM (CIP)**			

Central Insurance Package **CIP must be 4.5% of Total Budgeted Amount**

General Liability, Workers' Compensation and Disability are covered under the DYCD Central Insurance Program (CIP).

NON STAFF SERVICES

2100 **CONSULTANTS** (Attach Consultant Agreement)

	Consultant Name	Description of Service	Amount
Line 1			
Line 2			
Line 3			
Line 4			
Line 5			

2200 **SUBCONTRACTORS** (Attach Sub-Contractor Agreement)

	Subcontractor Name	Prov EIN	Amount
Line 1			
Line 2			
Line 3			

2300 **STIPENDS**

2400 **Vendors** (Maintain on Site- DO NOT ATTACH Vendor Agreements)

	Vendor Name	Type of service	Amount
Line 1			
Line 2			
Line 3			

2500 **Fiscal Conduit (Discretionary Contracts Only)**

	Sub Recipient Service Provider	Prov EIN	Amount
Line 1			
Line 2			
Line 3			

Department of Youth and Community Development PROGRAM BUDGET SUMMARY FY 2020

DYCD ID #:	
Budget Code:	
Amendment #:	

Acct Code		TOTAL BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	OTHER THAN PERSONNEL SERVICES			
3100	**C O N S U M A B L E S U P P L I E S** Office, Program and Maintenance Supplies			
3200	**E Q U I P M E N T P U R C H A S E S** ***Attach itemized equipment list.*** Copiers, Computers, Printers, and Furniture, Etc.			
3300	**EQUIPMENT OTHER** Maintenance, Repairs, Rentals, & Computer Software			
3400	**SPACE COST (total of Lines 3410 & 3420)**			
	3410 Public School **			
	3420 Space / Other **			
3500	**T R A V E L** Staff Travel, Bus Trips, Other			
3600	**TOTAL UTILITIES AND TELEPHONE** includes Cable, Telephone, Internet			
3700	**OTHER OPERATIONAL COSTS (total of Lines 3710 & 3720)** Liability Ins., Postage, Admission tickets, Printing & Publications Bank Charges, Training & Conferences, Audit Fee* Food & Refreshments, Participant Costs, Sports Supplies, Etc.			
	3710 Other Costs			
	3720 Indirect Costs ***			
3800	**VAN MAINTENANCE** (For DYCD assigned vans)			
3900	**FISCAL AGENT SERVICES** **If applicable - 3% of Budget** **$ 12,514**			

*** Note: Attach Audit Allocation Form if applicable**

**** Note: If you are charging rent, attach a Space Cost Allocation Plan and a copy of your lease, mortgage statement, Department Of Education Permit and/or month to month rental agreement at the time of the budget submission.**

***** The maximum Indirect Cost rate allowed by DYCD is 12% of the total budget amount;**

except for federally funded contracts, subject to Uniform Guidance (see fiscal manual)

Please note: ***All highlighted fields (Blue) are calculated automatically and cannot be changed manually.***

Department of Youth and Community Development PROGRAM BUDGET SUMMARY FY 2020

DYCD ID #:	
Budget Code:	
Amendment #:	

Additional Sheet for Consultants, Subcontractors, Fiscal Conduit (Continued from Page 3)

Complete only if you need additional lines

	2100 **Consultant Name (Cont'd page 3)**	**Description of Service**	**Amount**
Line 6			
Line 7			
Line 8			
Line 9			
Line 10			
Line 11			
Line 12			
Line 13			
Line 14			
Line 15			
Line 16			
Line 17			
Line 18			

	2200 **Subcontractor Name (Cont'd page 3)**	**Prov EIN**	**Amount**
Line 4			
Line 5			
Line 6			

	2400 **Vendors**	**Type of service**	**Amount**
Line 4			
Line 5			
Line 6			
Line 7			
Line 8			
Line 9			

	2500 **Fiscal Conduit's Subrecipient Service Provider**	**Prov EIN**	**Amount**
Line 4			
Line 5			
Line 6			
Line 7			
Line 8			
Line 9			
Line 10			
Line 11			
Line 12			
Line 13			
Line 14			
Line 15			

DYCD Title Codes

AA	ADMINISTRATIVE ASSISTANT
AB	ASSISTANT BOOKKEEPER
AC	ACCOUNT SPECIALIST
AD	ADMINISTRATOR
AE	ASSISTANT EXECUTIVE DIRECTOR
AI	ARTISTIC INSTRUCTOR
AP	AFTER SCHOOL PROGRAM DIRECTOR
AR	ART SPECIALIST – ARTS PARTNER
AS	ACTIVITY SPECIALIST
AT	ATTENDANT
AX	ACTOR
BA	BA CASE PLANNER
BK	BOOKKEEPER
BM	BUDGET MANAGER
BS	BILINGUAL SPECIALIST
CA	COACHES
CC	CHILD CARE PROVIDER
CI	CAMP INSTRUCTOR
CK	COOK
CL	CLERK
CM	CONTRACT MANAGER
CO	COUNSELOR
CP	CASE PLANNER
CR	COORDINATOR
CS	COUNSELING SPECIALIST
CT	CONTROLLER
CU	CUSTODIAN
CW	CASE WORKER
CZ	COMPUTER SPECIALIST
DC	DRUG COUNSELOR
DD	DEPUTY DIRECTOR
DE	DIRECTOR
DF	DIRECTOR OF FINANCE
DI	DANCE INSTRUCTOR
DP	DIRECTOR OF PERSONNEL
DR	DOCTOR
DS	DEVELOPMENT SPECIALIST
DT	DIRECTOR OF PROGRAM AND JOB DEVELOPMENT
DV	DRIVER
EA	EDUCATIONAL ADVISOR
EC	EDUCATION COORDINATOR (TEACHER LICENSE)
ED	EXECUTIVE DIRECTOR
EI	EDITOR
EP	EXHIBITION PREPARER
ES	EMPLOYMENT/EDUCATION SPECIALIST
EU	EDUCATION SPECIALIST
FA	FACILITATOR
FC	FAMILY COUNSELOR
FD	FOSTER CARE DIRECTOR

FO	FISCAL OFFICER
FW	FAMILY WORKER
GL	GROUP LEADER
GW	GROUP WORKER
HC	HEALTH COUNSELOR
HM	HOUSE MANAGER
HP	HOUSE PARENT
HS	HOUSING/HOMELESS SPECIALIST
IC	IMMIGRATION COORDINATOR
IN	INSTRUCTOR
IS	IMMIGRATION SPECIALIST
JA	JANITOR
JC	JUVENILE COORDINATOR
JD	JOB DEVELOPER
JR	JOB READINESS COUNSELOR
LA	LITERARY ARTIST
LC	LATCHKEY COORDINATOR
LD	LEADERSHIP DEVELOPMENT SPECIALIST
LG	LIFEGUARD
LS	LEADERSHIP SPECIALIST
MA	MAINTENANCE
MC	MEDIATOR COUNSELOR
ME	MENTOR
MI	MUSIC INSTRUCTOR
MS	MSW CASE PLANNER
OM	OFFICE MANAGER
OW	OUTREACH WORKER
PA	PROGRAM DIRECTOR ASSISTANT
PB	PHYSICIAN’S ASSISTANT
PC	PROGRAM COORDINATOR
PD	PROGRAM DIRECTOR
PE	PARENT AIDE
PJ	PROJECT COORDINATOR
PL	PARALEGAL
PM	PROGRAM DIRECTOR (MD LICENSE)
PO	DIRECTOR OF PROGRAM OPERATIONS
PR	PROGRAM AIDE
PS	PROGRAM SUPERVISOR
PT	PROGRAM DIRECTOR (TEACHER LICENSE)
RC	RECEPTIONIST
RD	REGIONAL DIRECTOR
RE	RELIEF
RN	REGISTERED NURSE
RR	RECREATION COORDINATOR
RS	RECREATION SPECIALIST
SA	STAFF ATTORNEY
SC	SERVICES COORDINATOR
SE	SECRETARY
SF	ADMINISTRATIVE SECRETARY
SG	SECURITY GUARD
SI	SHOP INSTRUCTOR

SN	SENIOR ACCOUNTANT
SS	SUMMER STAFF
ST	STREET WORKER
SU	SUPERVISOR
SW	SOCIAL WORKER (M.S.W.)
TA	TEACHER AIDE
TE	TEACHER (TEACHER LICENSE)
TH	THERAPIST
TL	TEAM LEADER
TM	TRAINING MONITOR
TS	TRAINING SPECIALIST
TU	TUTOR
TY	TYPIST/TEACHER AIDE
UD	UNIT DIRECTOR
UH	URBAN HOUSING SPECIALIST
VA	VISUAL ARTIST
VC	VOLUNTEER COORDINATOR
WF	WORKSHOP FACILITATOR
WI	WRITING INSTRUCTOR
WL	WORKSHOP LEADER
WS	WATER SAFETY INSTRUCTOR
YC	YOUTH COUNSELOR
YE	YOUTH EMPLOYMENT COORDINATOR
YW	YOUTH WORKER
XX	COLA ASC INCREASE

Cost Manual Acknowledgment

The undersigned hereby confirm and acknowledge that they have accessed and read the City of New York Health and Human Services Cost Policies and Procedures Manual ("Cost Manual") available at www.nyc.gov/nrc, and that they agree to comply with all terms set forth therein.

DEPARTMENT OF EDUCATION
TRANSITION AND COLLEGE ACCESS CENTER

Jonathan Santiago
Executive Director
Transition and College Access Centers

07/08/20
Date

Appendix D

DOE Parents' Bill of Rights for Data Privacy and Security

Both state and federal laws protect the confidentiality of information about your child that identifies him or her. Such information, which includes student-specific data, is known as "personally identifiable information." Under New York state's education law, if you are a parent of a child in the New York City public school district (the NYC DOE), you have the following rights regarding the privacy and security of your child's personally identifiable information and data.

(1) Your child's personally identifiable information cannot be sold or released for any commercial purposes.

(2) If your child is under age 18, you have the right to inspect and review the complete contents of your child's education records.

(3) Safeguards must be in place to protect your child's personally identifiable data when it is stored or transferred. These safeguards must meet industry standards and best practices. Examples of such safeguards include encryption, firewalls and password protection.

(4) You have the right to make complaints about possible breaches of student data and to have such complaints addressed. Complaints to the SED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. Complaints to the NYC DOE should be directed via email to data-security@schools.nyc.gov, or in writing to the Office of the Chief Information Officer, the Division of Instructional and Information Technology, New York City Department of Education, 335 Adams Street, Brooklyn NY 11201.

(5) You have additional rights as a parent, including additional privacy rights under federal law. They are found in the NYC DOE's Parents' Bill of Rights and Responsibilities, available here: http://schools.nyc.gov/RulesPolicies/ParentBillofRights/default.htm.

(6) You can find a complete list of all of the types of student data that the New York State Education Department (SED) collects at this web-link: http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx
You may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

Appendix E

SYEP Programming Schedule

School Based SYEP – Summer	Regular School Day Hours – Summer Programs	Work Readiness Training / Student Orientation	Student Recruitment
Time	8:30pm – 2:30pm	Flexible	Flexible
# of hours	6	10 for younger youth ages 14-15 15 for older youth ages 16-21	Up to 25 hours
# of hours per week	24	Flexible	Flexible
# of Days per year	24	Flexible	Flexible
Total Hours (per year)	144	10-15 depending on age group per above	Flexible