MODIFICATION OF
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 **MODIFICATION** ("Modification") effective November 3, 2023, is between the following (each a "Party" and, collectively, the "Parties"): the New York City Department of Education ("DOE"), with offices located at 52 Chambers Street, New York, New York 10007; and the New York City Department of Youth and Community Development ("DYCD") with offices located at 2 Lafayette Street, 21st Floor, New York, NY 10007.

WITNESSETH:

WHEREAS, the Parties entered into a Memorandum of Understanding ("the MOU" incorporated herein by reference) in order to collaborate on implementation of School-Based Summer Youth Employment Program ("SYEP"), which has since been renamed CareerReady SYEP; providing SYEP programming to youth served by the DOE TCAC; and assisting participants with earning academic credit for their participation in CareerReady SYEP, SYEP for Youth with Disabilities, and the VY Option; and

WHEREAS, DOE's District 75 ("District 75") provides highly specialized instructional support for students with challenges, such as cognitive delays, disabilities, and autism spectrum disorders; and

WHEREAS, the MOU was dated March 11, 2019, and was subsequently modified three times, on April 16, 2020, March 11, 2021, and March 11, 2022; and

WHEREAS, the term of the MOU was for three years from March 11, 2019 through June 30, 2022, with the option to renew upon written agreement of both Parties; and

WHEREAS, the Parties exercised their option to renew the MOU for three (3) years, from July 1, 2022 through June 30, 2025, under the same terms and conditions except as modified herein; and

WHEREAS, additionally, pursuant to Article 11 of the MOU, the Parties now wish to modify the MOU; and

NOW, THEREFORE, the Parties have agreed and do agree as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the MOU.

2. Pursuant to Article 1 of the MOU, the Parties hereby exercise their right to modify the MOU for the period from July 1, 2022, through June 30, 2025 (the "Renewal Term"), unless sooner terminated pursuant to the terms of the MOU.

3. Article 6, Terms of Payment, Section 2, of the MOU is hereby amended by adding a new subsection (j) and (k) at the end thereof to read as follows:

"j. During the Renewal Term, DYCD shall reimburse DOE up to an amount not to exceed one million four hundred and seventy five thousand one hundred dollars ($1,475,100.00) for all services provided by D75, as outlined in Article 4(B), during the Term on a cost-reimbursement basis for which invoice amounts in a given fiscal year cannot exceed enrolled slots based on a rate of $450 price per participant for Older Youth and $600 price per participant for Younger Youth, 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, 2022, and ending June 30, 2023, DYCD shall reimburse DOE an amount not to exceed $485,100, which shall include $366,300 for 814 Older Youth participants and $118,800 for 198 Younger Youth participants;

ii. During the period beginning July 1, 2023, and ending June 30, 2024, DYCD shall reimburse DOE an amount not to exceed $495,000, which shall include up to $315,000 for an allocated 700 Older Youth participants and up to $180,000 for an allocated 300 Younger Youth participants; and

iii. During the period beginning July 1, 2024, and ending June 30, 2025, DYCD shall reimburse DOE an amount not to exceed $495,000, which shall include up to $315,000 for an allocated 700 Older Youth participants and up to $180,000 for an allocated 300 Younger Youth participants."

"k. During the Renewal Term, DYCD shall reimburse DOE up to an amount not to exceed three hundred and fifty four thousand, two hundred dollars ($354,200.00) for all services provided by D75 and TCAC, as outlined in Article 4(B), during the Term on a cost-reimbursement basis for which invoice amounts in a given fiscal year cannot exceed enrolled slots based on a rate of $1,100 for Work, Learn, & Grow, 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, 2022, and ending June 30, 2023, DYCD shall reimburse DOE an amount not to exceed $115,500 for 105 participants in Work, Learn & Grow through D75;

ii. During the period beginning July 1, 2023, and ending June 30, 2024, DYCD shall reimburse DOE an amount not to exceed $156,200 for 142 participants in Work, Learn & Grow through D75; and

iii. During the period beginning July 1, 2023, and ending June 30, 2024, DYCD shall reimburse DOE an amount not to exceed $82,500 for 75 participants in Work, Learn & Grow through TCAC."

4. Except as expressly amended by this Modification, the terms and conditions of the MOU and any modifications and Renewals thereto remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Modification on the dates appearing below their respective signatures.

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

DocuSigned by:
Debra Maldonado
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Debra Maldonado
Deputy Counsel
NYC Department of Education

9/29/2023
Date

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Jade Grieve
Chief of Student Pathways
NYC Department of Education

9/29/2023
Date

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Ketler Louissaint
Superintendent, District 75
NYC Department of Education

9/27/2023
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John Hammer
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Seritta Scott
Chief Finance Office
NYC Department of Education

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Date

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Jonathan Santiago
Executive Director of Transition and College Access Centers
NYC Department of Education

9/27/2023
Date

CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Angelina Martinez-Rubio

Angelina Martinez-Rubio
Acting General Counsel
NYC Department of Youth & Community Development

11-3-23

Date