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SECOND 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 **SECOND MODIFICATION** ("Second Modification"), effective March 11, 2021, is made by and between the following (each a "Party" and, collectively, the "Parties"): the New York City Department of Education ("DOE"), located at 52 Chambers Street, New York, NY 10007, and the New York City Department of Youth and Community Development ("DYCD" or "the Department"), located at 2 Lafayette Street, 21st Floor, New York, New York 10007.

W I T N E S S E T H:

WHEREAS, the Parties entered into a Memorandum of Understanding ("the MOU") in order to collaborate on implementation of the CareerReady option of the Summer Youth Employment Program ("SYEP") (formerly "School-Based SYEP"), providing SYEP programming to youth served by the DOE Transition and College Access Center ("TCAC") (program referred to herein as "SYEP for Youth with Disabilities"), and assisting Participants with earning academic credit for their participation in CareerReady SYEP, SYEP for Youth with Disabilities, and the Emerging Leaders option of SYEP (formerly "Vulnerable Youth"); and

WHEREAS, due to the disaster emergency caused by the novel coronavirus, COVID-19, the Parties agreed to modify the MOU pursuant to its Article 11, Section A, in order to collaborate on implementation of SYEP Summer BRIDGE for the CareerReady service option and providing SYEP Summer BRIDGE services to Youth with Disabilities for the period April 16, 2020, through March 10, 2021, as further detailed in the First Modification to this MOU ("First Modification"); and

WHEREAS, due to the ongoing safety concerns and economic effects of COVID-19 and limited employment opportunities during the upcoming summer, DYCD has determined in its discretion to provide SYEP programming under an amended program model for the period March 11, 2021, through March 10, 2022; and

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WHEREAS, the Parties have agreed to modify the MOU pursuant to Article 11, Section A, in order to collaborate on: implementation of 2021 CareerReady SYEP; and providing 2021 SYEP services to Youth with Disabilities.

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 Section A of Article 11 of the MOU, the Parties hereby exercise their right to modify the MOU, effective March 11, 2021.

3. Article 1, Term, is hereby amended to end March 10, 2022, to align with the dates of the program term for SYEP. For clarity, DOE and DYCD shall have the option to further extend the MOU upon written agreement by both Parties.

4. Article 3, Scope of the Project, is hereby amended to provide modified CareerReady SYEP during summer 2021 and modified SYEP services to 1,000 Youth with Disabilities by the DOE TCAC. This modification is accomplished by adding the following to the end of Section B of Article 3, Scope of Project:

   "Notwithstanding anything else in this Article 3, and exclusively for the period of March 11, 2021, through March 10, 2022, due to the COVID-19 disaster emergency and the changes in the SYEP program model for the summer of 2021, DOE and DYCD shall amend their scope of services as indicated in the Second Modification to implement the changes necessary for 2021 SYEP."

5. Article 4, Scope of Services – DOE, is hereby amended as follows:

   a. DYCD has modified the number of hours of Work Readiness Training/Student Orientation provided to students during 2021 CareerReady SYEP, which shall reduce the number of classroom hours required for this purpose. This modification is accomplished by amending clause f of subsection 2 of section A, by adding the following at the end thereof:

      "Notwithstanding the anything else in this clause f, and exclusively for 2021 CareerReady SYEP, SYEP Programs must provide 6 hours of training for Younger Youth (ages 14-15, as of the first day of summer programming) and 10 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, as indicated by the SYEP Contractor."

   b. DOE TCAC has agreed to provide SYEP services to 1,000 Youth with Disabilities (300 Younger Youth and 700 Older Youth) during Program Year Three under the

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modified program model. This modification is accomplished by amending section B by adding the following at the end thereof:

> "Notwithstanding anything else in this section B, and exclusively for the period of July 1, 2021, through March 10, 2022, the DOE shall, either directly or indirectly through funded contractors, provide SYEP services to up to 1,000 Participants, as set forth in the hereto attached Appendix C-2, 2021 SYEP for Youth with Disabilities Scopes of Work (Younger Youth and Older Youth), Program Plan, and Budget."

6. Article 5, Scope of Services – DYCD, is hereby amended to provide a modified program model for CareerReady SYEP. This modification is accomplished by adding to the end of section A the following:

> "Notwithstanding anything else in this section A, and exclusively for the period of March 11, 2021, through March 10, 2022, DYCD shall cause its SYEP Contractors to operate CareerReady SYEP according to the 2021 CareerReady SYEP Scope of Work, attached hereto as Appendix B-2. DYCD requires that all SYEP Contractors follow DYCD guidelines under their contracts, including DYCD social media guidelines. DYCD shall be responsible for monitoring compliance of SYEP Contractors with their contractual obligations."

7. Article 6, Terms of Payment, is hereby modified as follows:

   a. The total amount that DYCD shall reimburse DOE for the Term of the MOU shall be modified to account for the number of youth actually enrolled during the program year and to amend the Term to end on March 10, 2022. This modification is accomplished by adding to the end of Clause a of Subsection 2 the following:

   > "a. During the period beginning July 1, 2019, and ending March 10, 2022, DYCD shall reimburse DOE up to an amount not to exceed one million thirty-eight thousand six hundred dollars ($1,038,600) for all services provided, as outlined in Article 4, Sections B and E(2), 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 to the Agreement and Modifications, in Appendices C, C-1, and C-2, as follows:"

   b. The Fiscal Year 2021 budget shall be reduced such that DYCD shall reimburse DOE an amount not to exceed $164,400 for SYEP Summer BRIDGE program costs. This modification is accomplished by deleting clause (a)(ii) of Subsection 2 of Section A and replacing it with the following:

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"(ii) During the period beginning July 1, 2020, and ending June 30, 2021, DYCD shall reimburse DOE an amount not to exceed $164,400, which shall include $44,400 for Younger Youth and $120,000 for Older Youth, for SYEP Summer BRIDGE for Youth with Disabilities program services during the period beginning July 1, 2020, and ending March 10, 2021."

c. The Fiscal Year 2022 budget for SYEP for Youth with Disabilities set forth in the MOU shall be reduced to account for the number of youth actually enrolled and the term ending earlier on March 10, 2022. This modification is accomplished by deleting clause (a)(iii) of Subsection 2 of Section A and replacing it with the following:

"(iii) During the period beginning July 1, 2021, and ending March 10, 2022, DYCD shall reimburse DOE an amount not to exceed $444,450, which shall include $148,800 for Younger Youth and $295,650 for Older Youth, for 2021 SYEP for Youth with Disabilities program services."

8. Due to staffing changes at DOE, the Parties listed for Notice and Communication for the DOE must be updated. This modification is accomplished by deleting Chris Caruso as the contact for DOE and adding:

Attn: Michelle Rosa and Sarah Jonas
Office of Community Schools
NYC Department of Education
52 Chambers Street, Suite 3M
New York, NY 10007
mrosa28@schools.nyc.gov
sjonas4@schools.nyc.gov

9. Appendix B-2, 2021 SYEP CareerReady Scope of Work, which is attached hereto, is hereby appended to the end of Appendix B-1, and shall supersede Appendices B and B-1 for the period of March 11, 2021, through March 10, 2022.

10. Appendix C-2, 2021 SYEP for Youth with Disabilities Scopes of Work (Younger Youth and Older Youth), Program Plan, and Budget, which are attached hereto, are hereby appended to the end of Appendix C-1, and shall supersede Appendices C and C-1 for the period July 1, 2021, through March 10, 2022.

11. Except as expressly amended by this Second Modification, the terms and conditions of the MOU remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Second Modification as of the date first above written.

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

General Counsel	Date
DocuSigned by: Akane Tsuchiya-Saltzman 2E7DEE85D68943B...	November 4, 2021
DOE Legal	Date
DocuSigned by: Sarah Jonas 9A1E257458...	11/5/2021
DOE Division Lead	Date
DocuSigned by: John Hammer 7B283DAD48AC4F8...	11/9/2021
DOE Division Lead	Date
DocuSigned by: Nikki Dimanche 1EB50E277A6A4E6...	11/5/2021
DOE Division COO	Date
DocuSigned by: Michael Feliciano F3D76E0F320E445...	11/4/2021
DOE Division COO	Date
DocuSigned by: Lindsey Oates 16681C2D494B474...	11/12/2021
DOE CFO	Date
DocuSigned by: Jonathan Santiago 0AB202BD9F8E496...	11/4/2021
DOE TCAC Executive Director	Date

CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

DocuSigned by: Caroline Press 5B1C12D445E7024...	
Caroline Press, General Counsel	Date

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Appendix B-2
2021 SYEP CareerReady
Scope of Work

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SUMMER YOUTH EMPLOYMENT PROGRAM
SCOPE OF WORK
CAREERREADY[1]
MARCH 11, 2021 – MARCH 10, 2022
SYEP 2021

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) "COVID-19" means the novel coronavirus discovered in 2019 that necessitated the issuance of New York State Governor's Executive Order 202, *et. seq.*, ("E.O. 202"), declaring a State disaster emergency for the entire State of New York.
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.

[1] The School-Based SYEP program has been renamed to CareerReady.

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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) "Hats & Ladders" means the digital platform developed for Participants to engage in a web-based/digital Work-Readiness Training curriculum via a mobile app.

9) "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").

10) "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.

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

12) "Professional and Technical Development" means training directly related to a Participant's Work-Based Learning Assignment, course of study, or bearing a career pathway credential.

13) "Program Facility/ies" means the location/s from which Contractor normally administers the SYEP Program and provides Program Services as defined herein, except those Work Assignments designated to be provided at Worksites. Program Facility/ies are not required to be used for Program Services, except for rare exceptions as outlined herein, due to COVID-19.

14) "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 , and for some Participants, Professional and Technical Development.

15) "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;

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e) Participant Project-Based Learning, Work-Based Experiences and/or Professional and Technical Development matching and placement, including developing, implementing, and maintaining the PES for each Participant;

f) Work Readiness Training on the Hat & Ladders platform;

g) Supportive Services; and

h) Project-Based Learning/ Work-Based Experiences.

16) "Project-Based Learning Experience/s" means time spent by Younger Youth Participants participating in project-based learning activities provided by Contractor.

17) "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.

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

19) "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 CareerReady SYEP collaboration with Contractor.

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

21) "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.

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

23) "State" means New York State.

24) "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.

25) "SYEP" means Summer Youth Employment Program.

26) "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.

27) "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

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participants' age, skills, needs, and interests. Work Assignments shall be developed by the Contractor in conjunction with the Worksite Sponsor.

28) "Work Readiness Training" means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place on the Hat & Ladders platform; prior to the commencement of Project-Based Learning Experiences, Work-Based Experiences, and/or Professional and Technical Development and which will incorporate the required curriculum components that will be provided to Contractor by DYCD.

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

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

31) "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 March 11, 2021 – March 10, 2022 Program Plan, the SYEP Manual, and the Fiscal Manual, and the high standards of professional quality customary to Contractor's industry, including any changes in laws and regulations due to the COVID-19 pandemic, subject to the conditions identified in the CareerReady SYEP Request for Proposals, Appendix E, as follows:

1) <u>SYEP Goals</u>.

   a) Contractor shall provide Program Services, either over digital platforms or in-person, 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 CareerReady 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;

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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. Contractor shall also have access to a virtual library designed by the Youth Development Institute ("YDI") that will provide curricula for a range of Project-Based Learning Experiences.

b) Contractor shall arrange for twelve and one-half (12.5) hours of Project-Based Learning Experience for each Participant during each week of the Program Period, for a total of seventy-five (75) 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.

f) Contractor shall provide Project-Based Learning Experience/s either in-person or remotely through the use of one or more videoconferencing platforms approved by DYCD.

3) Work-Based Experience Professional and Technical 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 and Professional and Technical Development opportunities in which Participants may be placed to meet the required hours and the goals of the program.

b) Contractor shall arrange for Participants to fall into one of two tracks:

i) Track One: 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.

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ii) Track Two: Contractor shall arrange for a minimum of seventy-five (75) hours of Work-Based Experience and up to seventy-five hours (75) of Professional and Technical Development for each Participant, for a total of one hundred fifty (150) hours over the Program Period. Contractor may use discretion in developing a schedule for Work-Based Experience and Professional and Technical Development each week, as long as the schedule provides twenty-five (25) hours for each Participant during each week of 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 and Professional and Technical Development 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 and Professional and Technical Development 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 CareerReady SYEP applications deadline, and as directed 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. Physical recruitment shall not be required where safe physical distancing cannot be achieved for Contractor staff or Participants.

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.

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f) Only students from the designated School or Campus Site are allowed to participate in the CareerReady 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) Participant Application, Selection, and Enrollment.

a) During the period late winter through early spring, and as directed by DYCD, Contractor shall encourage Participants to complete applications and shall assist Participants with their applications. Contractor may accept Enrollment Documents from Participants remotely, via a digital upload portal designated by DYCD. 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 via upload to a DYCD-designated portal, all documents necessary to meet the Enrollment Requirements.

iii) As applicable or required by DYCD, Contractor shall take passport-sized photographs of all Participants for use in making SYEP photo identification cards. 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.

iv) 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/Work Assignment, and Professional and Technical Development Assignment if applicable, and Supportive Services, where necessary.

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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 the 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 utilizing materials developed by Hats & Ladders and ensure that each Participant is able to access the Hats & Ladders platform in order to complete the self-directed portion of their orientation, for a total of four (4) hours of both provider-led and self-directed orientation.

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/Work Assignment, and Professional and Technical Development Assignment if applicable. 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/Work-Based Experience or Professional and Technical Development 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 completing Work Readiness Training on the Hats & Ladders platform or with a provider. 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 support youth on the Hats & Ladders platform as they 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);

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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).

e) 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.

f) 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.

g) Contractor shall monitor and report to DYCD Participant completion of Work Readiness Training on the Hats & Ladders platform, using data provided by Hats & Ladders.

h) 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.

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

j) 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) Participant Matching and Placement.

a) During the period May through June, and later as necessary, Contractor shall, in consultation with School Leadership, place each Participant in the Project/Work Assignment, and Professional and Technical Development Assignment if applicable, 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/Work Assignments, and Professional and Technical Development if applicable, 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 twelve and one-half (12.5) hours per week for each week of the Program Period, for up to a total of seventy-five (75) hours over the Program Period.

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iv) Due to the safety risks posed by COVID-19, Project-Based Learning Experience/s may take place online, in-person, or a hybrid of both.

c) All Participant Project Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Project Assignments. All Project-Based Learning Experiences developed by YDI will have DYCD approval.

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.

e) 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 Worksites 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. If a contractor determines that a Work Assignment will require additional training, they may develop Professional and Technical Development in partnership with the Worksite that will support the participant experience.

f) For Participants in Track Two, Contractor shall provide Participants with a description of the Professional and Technical Development being offered including outlining skills participants will gain, number of hours expected to be spent in the training, requirements for achieving the credential or course completion and proof of completion including certificates, projects or artifacts that participants will need to submit for each of their Professional and Technical Development Assignments, a copy of which shall be maintained as records in the Participant's file.

g) Older Youth Participants will earn the minimum wage for work and/or Professional and Technical Development 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.

h) Due to the safety risks posed by COVID-19, Work-Based Experience/s and Professional and Technical Development may take place online, in-person, or a hybrid of both.

i) All Participant Work and Professional and Technical Development Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Work and Professional and Technical Development Assignments.

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

a) During the period July through August, Contractor shall require Project Staff to prepare, maintain, verify, and report written activity sheets for each Participant, indicating the level of project activity completion in a Project-Based Learning Experience/, for each week of

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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 Project 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 level 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 hours 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) <u>Work-Based Experience/s and Professional and Technical Development for Older Youth Participants</u>.

a) During the period July through August, Contractor shall require each Worksite Sponsor to prepare, maintain, verify, and report timesheets for each Participant, indicating all hours worked and breaks taken by the Participant at the Worksite either in-person remotely or hybrid, 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. For Participants assigned to Track Two, Contractor shall also prepare, maintain, verify and report timesheets for each Participant's time spent in Professional and Technical Development 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 and Professional and Technical Development 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 staff, and, where necessary, replacement Work or Professional and Technical Development 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.

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d) Contractor shall monitor, record, verify, and report Participants' hours worked and spent in Professional and Technical Development where applicable, 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 and/or Professional and Technical Development 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;

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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. This shall include any guidance regarding safety and protocols related to COVID-19.

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; including monitoring of virtual platforms;

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, or at their homes for telework due to COVID-19, and with the following technological requirements:

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i) An operating system comparable to Microsoft Windows 10 or greater that is still supported by Microsoft and has not reached its end of service life;

ii) A modern browser at the latest version (i.e., Chrome, Firefox, Edge, Safari);

iii) A broadband connection with good internet speed;

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.

c) Contractor shall comply with the following requirements in providing any Program Services to Participants remotely ("Remote Services"):

i) Contractor shall utilize one or more secure videoconferencing platforms for the provision of Remote Services. Contractor shall obtain the necessary subscriptions, licenses, and approvals for the use of such platforms. Contractor shall not infringe upon any intellectual property rights in the use of such platforms. Contractor shall be responsible for installing any software and security updates for such platforms.

ii) Contractor shall have the capacity to conduct meetings, workshops, and trainings remotely using such platforms, and ensure that its staff are properly trained to use such platforms.

iii) Contractor shall ensure accessibility of Remote Services in compliance with the Americans with Disabilities Act.

iv) Contractor shall review and make best efforts to comply with the recommendations in the "Frequently Asked Questions Regarding Remote Program Services" issued by DYCD as of July 14, 2020, attached herein as Exhibit A, in an effort to ensure appropriate staff and participant conduct during provision of Remote Services.

v) Contractor shall comply with any additional DYCD guidance provided from time to time with respect to Remote Services.

4) <u>Program Facility/ies</u>.

a) Requirements in this section (4), subsections (b) through (d) shall only apply as long as the stay-at-home requirements of Executive Order 202.6, *et seq.*, are lifted and Contractor has developed a safety plan for allowing Participants to access Program Facility/ies for Program Services ("In-Person Services"). Contractor shall comply with the following requirements for providing In-Person Services:

i) Contractor shall review and comprehend the NY State Forward office re-opening guidance for essential businesses. Per Executive Order 202.6 issued by the Governor of the State of New York, human service providers are designated as essential businesses. Contractor shall submit an electronic affirmation to New York State that it has reviewed the re-opening guidance and shall operate in accordance with such guidance.

ii) Contractor shall complete a "NY State Forward Safety Plan Template" for each Program Facility prior to commencing In-Person Services. Each Program Facility shall

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have a copy of such Safety Plan on file, which shall be made available to DYCD and other City and State oversights for inspection upon request. Contractor shall designate a Site Safety Monitor at each Program Facility who shall ensure compliance with Contractor's Safety Plan.

iii) Contractor shall comply with all Executive Orders issued by the Governor of the State of New York related to COVID-19 public health measures, including Executive Order Number 202 "Declaring a Disaster Emergency in the State of New York" issued on March 7, 2020, and subsequently continued, for as long as such orders are in effect.

iv) DYCD shall provide personal protective equipment where requested by Contractor.

v) Contractor shall assess the Staff-to-Participant ratio and make reductions where necessary to ensure that Staff and Participants are properly socially distanced.

vi) Contractor shall comply with any additional DYCD, City, State or federal guidance provided from time to time with respect to COVID-19 Public Health Provisions.

5) <u>School or Campus Site/s and Program Facility/ies</u>.

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 which may include an accessible remote or in-person Project Assignment.

d) <u>Project Assignments for Younger Youth</u>.

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 environments to all Participants.

ii) Contractor shall develop a sufficient number of Project Assignments to provide structured Project-Based Learning Experiences 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; Contractor shall enter information for every Project Assignment into the project management system designated by

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DYCD and submit the Project Assignment for DYCD approval. Contractor may not place Participants at a Project Assignment without DYCD approval.

iii) 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.

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 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 digitally 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. The orientation may be administered remotely.

6) Worksite/s for Older Youth.

a) Worksite/s hosting Participants either in-person or hybrid 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 Worksites must be able to provide a planned, well-supervised work experience for Participants, whether in-person, remote, or hybrid. 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.

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d) Each Worksite, whether in-person, remote, or hybrid 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 ("Worksite Application") which outlines the Worksite'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 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 or Participant.

   iii) Contractor shall submit copies of all Worksite Applications to DYCD for prior approval. Contractor shall digitally 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. The orientation may be administered remotely.

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

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) In-person and hybrid Worksite/s must be located in New York State. Remote Worksite/s may be located outside of New York State;

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

iii) All 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 hosting Participants in-person or hybrid at least one (1) time before Participants begin working there, in order to ensure its suitability and readiness for SYEP. Contractor shall conduct one (1) virtual site visit to each Worksite hosting Participants remotely before Participants begin virtual work, 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, which shall be an onsite visit for in-person and hybrid Worksites and shall be a virtual visit for remote Worksites, 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.

7) 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;

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

iv) Contractor shall limit the number of staff with access to the Payment Management System to the minimum number necessary and prohibit staff from sharing passwords for the purpose of gaining access to the Payment Management System.

b) Younger Youth. On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall track Younger Youth Participants' Project-Based Learning activities based upon meeting attendance and assignment submission. Project-Based Learning participation will be weighed based upon the youth's full, partial, or non-participation in activities. Contractor will use a weighted scale to log the participant's activities in the Payment Management System. Contractor will document participant activities using electronic weekly activity

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sheets. Contractor must verify that each completed weekly sign-in sheet reflects the actual participation of the named Participant and must bear signatures of the following:

i) the named Participant;

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

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

c) Older Youth. On a weekly basis during Program Services, an in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall enter the total number of hours worked or spent in Professional and Technical Development 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. Contractor must verify that the weekly timesheet reflects the actual hours worked or spent in Professional and Technical Development by the named Participant and must bear signatures of the following:

i) the named Participant;

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

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

d) 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, as appropriate, to attempt to verify the hours. Disputes about sign-in sheets/timesheets shall be resolved in accordance with DYCD policies and procedures.

e) 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.

f) 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 payment card is either (i) placed in the mail to the address provided by Participant or (2) if distributed to Participant directly, actually received, and signed for, by the Participant. Contractor shall maintain a log of payment cards that have been mailed or distributed to Participants, which must be produced to DYCD upon request.

g) 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.

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h) 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.

i) 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.

j) At the end of the calendar year, the Payment Provider will send IRS Form 1099-INT directly to Younger Youth Participants and IRS Form W-2 directly to Older Youth Participants. Contractor shall be responsible for responding to inquiries regarding IRS Forms 1099-INT and W-2, as well as for providing replacement Forms.

8) 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) Weekly Participant timesheets that have been verified by Contractor and accurately reflect Younger Youth Participant completion of activities in Project-Based Learning and Older Youth Participant hours spent in Work-Based Experience, and Professional and Technical Development if applicable;

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

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(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.

(b) Contractor shall require each Worksite 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.

9) 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 and applies to virtual/remote occurrences. 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 and applies to virtual/remote occurrences. 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

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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.

10) Meetings and Trainings. Contractor shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD and DOE, which may be virtual. 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.

11) 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, whether physical or digital.

(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. This notice shall also be made available electronically.

(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.

12) 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.

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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, on an as-needed basis.

   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.

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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 Worksites 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.

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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, or in a virtual platform poses a threat to Participants, before allowing such Staff member to return to the Facility or virtual platform where Participants are present. If it is determined that the presence of such Contractor Staff member at the Facility, or in a virtual platform poses a threat to Participants, such Contractor Staff member shall be barred from the Facility or virtual platform 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 Supervisor's presence at the Worksite, or in a virtual platform poses a threat to Participants, before allowing Participants to return to the Worksite, whether in-person or in a virtual platform. If it is determined that the presence of such Worksite Supervisor at the Worksite, either in-person or in a virtual platform, 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), including via virtual platforms, 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.

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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 outlined in this Scope of Work throughout the applicable 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.

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EXHIBIT A

Frequently Asked Questions Regarding Remote Program Services

This FAQ is for Providers funded by the New York City Department of Youth and Community Development providing program services remotely in whole or in part. DYCD may update and revise this FAQ.

Can DYCD-funded program services be provided remotely?
Yes, if approved by DYCD as part of your workscope (which may also include in-person services), program services may be provided remotely using video-conferencing applications. Providers should use their discretion in determining whether their program services can be provided remotely, taking into consideration the nature of the services and whether program participants have the ability to access services through the internet.

What are some recommended best practices for hosting remote program services?
DYCD recommends that you always create a password for your remote meeting. DYCD also recommends that you designate a moderator for your remote meeting. The moderator should be able to control participants' ability to mute/unmute and share screens and enable/disable private chats between participants. Finally, DYCD recommends that you create a waiting room for your remote meeting, from which the moderator can admit participants into the meeting.

Can remote DYCD-funded program services be recorded?
Recording of remote program services is permitted if all meeting participants are notified that the meeting will be recorded both in advance of the meeting (i.e. in the meeting invitation) and during the meeting itself (i.e. through an on-screen notification displayed at the beginning of the meeting). Participants must be given the option to turn off their video feed if they do not wish to be recorded.

Should parents/guardians be notified if youth are participating in remote program services?
Yes, providers should notify parents/guardians if participants under the age of 18 are participating in remote program services. Such notification should occur in advance of the remote meeting and should state the purpose and schedule of the meeting (or recurring meetings), and if it will be recorded. Notification can be done via email.

Are there any other special considerations for remote program services?
Yes. DYCD recommends that providers create and distribute a standard of online behavior for meeting participants. This includes prohibiting profanity, nudity, cyber-bullying, and sexual harassment. The meeting moderator should remove any participant who fails to comply with the standard of online behavior. Providers must also ensure that meeting participants know how to use basic functionalities such as turning their camera on/off and muting/unmuting their

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microphones. Additionally, providers must continue to comply with DYCD's Incident Reporting Policy and Social Media Policy.

Do the City's records retention and audit requirements apply to remote program services?
Yes, any records created during remote program services are subject to the audit and records retention requirements of your City contract. This includes any recording of remote program services.

Does the City's Identifying Information Law apply to remote program services?
Yes, remote program services must comply with the City's Identifying Information Law. Be very mindful of sharing personal identifying information or other sensitive and/or confidential information during remote program services.

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Appendix C-2

2021 SYEP for Youth with Disabilities
Program Plan, Budget, and Scopes of Work (Younger Youth and Older Youth),

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Program Plan:
SYEP Summer BRIDGE

Contract Information:					
Provider Name:	NYC DOE TCAC		**Contract ID#:**		
Provider Address:	52 Chambers St. 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 West 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
Executive Director:	Jonathan Santiago	**Email:**	jsantiago27@schools.nyc.gov		
Financial Officer:	Elaine Deschamp-Garcia	**Email:**	edeschampsgarcia@schools.nyc.gov		
Lead Contact:	Anita Luckett	**Title:**	Director	**Email:** aluckett2@schools.nyc.gov	

FY 19 Funding Information:					
Contract Term:	July 1, 2021 – March 10, 2022		**Contract Term Value:**	$444,450	
Fiscal Year:	**FY 21**	**Period Start Date:**	**7/1/2021**	**Period End Date:**	**3/10/2022**

Program Period				Amendment Description
Total Slots:	Site 1 YY: 157	Site 1 OY: 43	1 Total: 200	
	Site 2 YY: 144	Site 2 OY: 67	2 Total: 211	
	Site 3 YY: 112	Site 3 OY: 39	3 Total: 151	
	Site 4 YY: 224	Site 4 OY: 78	4 Total: 302	
	Site 5 YY: 20	Site 5 OY: 21	5 Total: 41	

Program Model

Service Area:	
Service Option:	SYEP Summer BRIDGE
Required Activities:	*For Younger Youth:* High quality Project-Based Learning Experiences through online platforms. 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 through virtual programming. *For Older Youth:* High quality Project-Based Learning and Workplace Challenge Experiences. Each project is designed to meet the needs of older youth 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 through virtual programming. Each Workplace Challenge Provides an opportunity for youth to develop a tangible product to highlight on their resume.

Staffing Plan

Name		Title	% of Time	Paid (Y/N)	Role (e.g. intake, enrollment, payroll, monitoring, education)
Cecil	Gunraj	Teacher	100	N	Education
Erika	Hunte				
John	McPharland				
Maribel	Agular				
Yuderkis	Guillen				
Lenora	Zeitchick				
Anthony	Zephir				
Claire	Manfre				

Donna	Day Gandolfo					
Donna	Gobin-Newman					
Peter	Giles					
Renee	Berreby					
Shantel	Gobin					
Tamica	Castillo					
Tracey	Stevens					
David	Roach					
Joel	Roberts-Robles	Teacher		100	N	Education
Magdalena	Guillen					
Nicolas	Weber					
Kenneth	Smith					
Najie	Josama					
Victor	Gomez					
Kimberle	Wiseman					
Mercedes	Eustache					
Norman	Hoyte					
Rebekah	Persuad					
Susan	Gaska					
Anrowal	Islam					
Chantal	Defour-Adams					

Dan	Puppol					
Errol	Quest					
Gigi	Eihbal					
Richard	Bollati					
Tatiana	Walker					
Victor	Monderin					
Joseph	Cipoletti					
Francine	Zitz					

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Department of Youth and Community Development
PROGRAM BUDGET SUMMARY FY 2021

(FY 2021 - 7/1/2020 to 6/30/2021)

Revised February 2020

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: Elaine Deschamps-Garcia **Tel #:** 212-374-2477

E-Mail: edeschampsgarcia@schools.n

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: 7/1/2021 **Through:** 3/10/2022

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	444,450	444,450	
1200	Fringe Benefits*			
1300	Central Insurance Program (CIP) **			
TOTAL PERSONNEL SERVICES		444,450	444,450	
	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		444,450	444,450	

*** 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.***

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Department of Youth and Community Development PROGRAM BUDGET SUMMARY FY 2021

DYCD ID #:
Budget Code:
Amendment #:

SALARIES AND WAGES SUPPORT SHEET FY 2021

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
38	TE -	TEACHER (TEACHER LICENSE)	$53.98		$444,450
				Sub-Total	$444,450
				Total Budgeted Salaries	$444,450

* 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 2021

20000.25

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%		$ 35,512	
	Based on your total salaries the **minimum** amount for Fringe (if under Fiscal Agent) is 12.99%		$ 57,734	
	Based on your total salaries the **maximum** amount for Fringe is 35%		$ 155,558	
1200	**FRINGE BENEFITS**			

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 2021

DYCD ID #:	
Budget Code:	
Amendment #:	

Acct Code		TOTAL BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	OTHER THAN PERSONNEL SERVICES			
3100	**CONSUMABLE SUPPLIES** Office, Program and Maintenance Supplies			
3200	**EQUIPMENT PURCHASES** ***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	**TRAVEL** 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 - < $25K = $420 ; >$25K** $ 13,334			

*** 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.**

**** Contracts managed by the fiscal agent, YMS, cannot allocate funds to this line item**

***** Maximum allocation to Subcontractor and Consultant lines is 30% of contract funding, *combined***

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

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Department of Youth and Community Development PROGRAM BUDGET SUMMARY FY 2021

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			

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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

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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

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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

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SCOPE OF WORK
SYEP FOR YOUTH WITH DISABILITIES – YOUNGER YOUTH
July 1, 2021 – MARCH 10, 2022
SYEP 2021

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 Memorandum of Understanding between DOE and DYCD.
3) "City" means New York City.
4) "COVID-19" means the novel coronavirus discovered in 2019 that necessitated the issuance of New York State Governor's Executive Order 202, *et. seq.*, ("E.O. 202"), declaring a State disaster emergency for the entire State of New York.
5) "Designated Borough" means the New York City Borough in which DOE is obligated to deliver Program Services pursuant to the Agreement.
6) "DOE" means the City Department of Education.
7) "DYCD" means the City Department of Youth and Community Development.
8) "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.
9) "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.
10) "Hats & Ladders" means the digital platform developed for Participants to engage in a web-based/digital Work-Readiness Training curriculum via a mobile app.
11) "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.

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12) "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.

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

14) "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 on the Hats & Ladders platform;

    f) Supportive Services; and

    g) Project-Based Learning Experience/s.

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

16) "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.

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

18) "School Site/s" means the any DOE school at which Program Services take place, including Project-Based Learning, 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 DOE may use to deliver Program Services. School Site/s, Campus Site/s, and Program Facility/ies are not required to be used for Program Services, except for exceptions as outlined herein, due to COVID-19.

19) "Staff" means all persons, whether paid or volunteer, engaged by DOE 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 DOE to be necessary for participation in SYEP.

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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 Readiness Training" means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place on the Hats & Ladders platform 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.

25) "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 March 11, 2021 – March 10, 2022 Program Plan, the SYEP Manual, and the Fiscal Manual, and the high standards of professional quality customary to DOE's industry, including any changes in laws and regulations due to the COVID-19 pandemic, subject to the conditions identified in the Community-Based SYEP Request for Proposals, Appendix E, as follows:

1) <u>SYEP Goals</u>.
   a) DOE shall provide Program Services either over digital platforms or in-person, 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) <u>Project-Based Learning Experience Development</u>.

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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. DOE shall also have access to a virtual library designed by the Youth Development Institute ("YDI") that will provide curricula for a range of Project-Based Learning Experiences

b) DOE shall arrange for twelve and one-half (12.5) hours of Project-Based Learning Experience for each Participant during each week of the Program Period, for a total of seventy-five (75) 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.

e) DOE shall provide Project-Based Learning Experience/s either in-person or remotely through the use of one or more videoconferencing platforms approved by DYCD.

3) Participant Outreach and Recruitment.

a) During the period late winter through early spring, and before the SYEP applications deadline, and as directed 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. Physical recruitment shall not be required where safe physical distancing cannot be achieved for DOE staff or Participants.

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, including neighborhoods designated to have been most severely impacted by COVID-19.

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.

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a) During the period late winter through early spring, and as directed by DYCD, DOE shall encourage Participants to complete applications and shall assist Participants with their applications. DOE may accept Enrollment Documents from Participants remotely, via a digital upload portal designated by DYCD or via hard copy in person. 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 lottery results.

   ii) DOE shall verify that each prospective Participant has provided, via upload to a DYCD-designated portal, all documents necessary to meet the Enrollment Requirements.

   iii) 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 the Agreement and the 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) <u>Work Readiness Training</u>.

a) During the period May through June, and later as necessary, DOE shall provide a minimum of four (4) hours of Work Readiness Training utilizing materials developed by Hats & Ladders and ensure that each Participant is able to access the Hats & Ladders platform in order to complete the self-directed portion of their orientation for a total of four (4) hours of both provider-led and self-directed orientation.

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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 completing Work Readiness Training on the Hats & Ladders platform or with DOE. 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 support youth on the Hats & Ladders platform as they 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).

e) 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.

f) 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.

g) DOE shall monitor and report to DYCD Participant completion of Work Readiness Training on the Hats & Ladders platform, using data provided by Hats & Ladders.

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

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

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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 twelve and one-half (12.5) hours per week for each week of the Program Period, for up to a total of seventy-five (75) hours over the Program Period.

c) Due to the safety risks posed by COVID-19, Project-Based Learning Experience/s may take place online, in-person, or a hybrid of both.

d) All Project Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Project Assignments. All Project-Based Learning Experiences developed by YDI will have DYCD approval.

7) Project-Based Learning Experience.

a) During the period July through August, DOE shall require Project Staff to prepare, maintain, verify, and report written activity sheets for each Participant, indicating the level of project activity completion 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 level 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 hours 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.

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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. This shall include any guidance regarding safety and protocols related to COVID-19.

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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; including monitoring of virtual platforms;

      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, or at their homes for telework due to COVID-19, and with the following technological requirements:

      i) An operating system comparable to Microsoft Windows 10 or greater that is still supported by Microsoft and has not reached its end of service life;

      ii) A modern browser at the latest version (i.e., Chrome, Firefox, Edge, Safari);

      iii) A broadband connection with good internet speed;

      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.

   c) DOE shall comply with the following requirements in providing any Program Services to Participants remotely ("Remote Services"):

      i) DOE shall utilize one or more secure videoconferencing platforms for the provision of Remote Services. DOE shall obtain the necessary subscriptions, licenses, and approvals for the use of such platforms. DOE shall not infringe upon any intellectual property rights in the use of such platforms. DOE shall be responsible for installing any software and security updates for such platforms.

      ii) DOE shall have the capacity to conduct meetings, workshops, and trainings remotely using such platforms, and ensure that its staff are properly trained to use such platforms.

      iii) DOE shall ensure accessibility of Remote Services in compliance with the Americans with Disabilities Act.

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iv) DOE shall review and make best efforts to comply with the recommendations in the "Frequently Asked Questions Regarding Remote Program Services" issued by DYCD as of July 14, 2020, attached herein as Exhibit A, in an effort to ensure appropriate staff and participant conduct during provision of Remote Services. For clarity, where the FAQ document applies to "Providers," such guidance shall apply the same to DOE.

v) DOE shall comply with any additional DYCD guidance provided from time to time with respect to Remote Services.

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

a) Requirements in this section (4), subsections (b) through (d) shall only apply as long as the stay-at-home requirements of Executive Order 202.6, *et seq.*, are lifted and DOE has developed a safety plan for allowing Participants to access School or Campus Site/s and/or Program Facility/ies for Program Services ("In-Person Services"). In such case, DOE shall comply with the following requirements for providing In-Person Services:

i) For School and Campus Site/s, DOE shall comply with requirements for Return to School 2020.

ii) For Program Facility/ies, DOE shall review and comprehend the NY State Forward office re-opening guidance for essential businesses. DOE shall submit an electronic affirmation to New York State that it has reviewed the re-opening guidance and shall operate in accordance with such guidance. DOE shall complete a "NY State Forward Safety Plan Template" for each Program Facility prior to commencing In-Person Services. Each Program Facility shall have a copy of such Safety Plan on file, which shall be made available to DYCD and other City and State oversights for inspection upon request. DOE shall designate a Site Safety Monitor at each Program Facility who shall ensure compliance with DOE's Safety Plan.

iii) DOE shall comply with all Executive Orders issued by the Governor of the State of New York related to COVID-19 public health measures, including Executive Order Number 202 "Declaring a Disaster Emergency in the State of New York" issued on March 7, 2020, and subsequently continued, for as long as such orders are in effect.

iv) DYCD shall provide personal protective equipment where requested by DOE.

v) DOE shall assess the Staff-to-Participant ratio and make reductions where necessary to ensure that Staff and Participants are properly socially distanced.

vi) DOE shall comply with any additional DYCD, City, State or federal guidance provided from time to time with respect to COVID-19 Public Health Provisions.

b) 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.

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

d) 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. which may include an accessible remote or in-person Project Assignment.

e) DOE shall recruit, identify, and develop a sufficient number of Program Facility/ies, virtual platform/s 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.

f) Each Project Assignment whether in-person, hybrid, or remote, 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.

g) 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 digitally for review by DYCD. DOE shall digitally retain all copies of Participant Project Referrals on file for review by DYCD.

h) 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. The orientation may be administered remotely.

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

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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; and

iv) DOE shall limit the number of staff with access to the Payment Management System to the minimum number necessary, and prohibit staff from sharing passwords for the purpose of gaining access to the Payment Management System.

b) On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, DOE shall track participant activities based upon meeting attendance and assignment submission. Participation will be weighed based upon the youth's full, partial, or non-participation in activities. DOE will use a weighted scale to log the participant's activities in the Payment Management System. DOE will document participant activities using electronic weekly activity sheets that must reflect the actual hours scheduled weekly. DOE must attest to the following:

i) the named Participant;

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

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

c) DOE shall regularly monitor for evidence of fraudulent submission of activity sheets. In the event that DOE suspects fraudulent reporting, DOE must reach out to the Participant and/or Project Staff, as appropriate, to attempt to verify the rate of participation. Disputes about activity 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 DOE 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 payment card is either (i) placed in the mail to the address provided by Participant or (ii) if distributed to Participant directly, actually received, and signed for, by the Participant. DOE shall maintain a log of payment cards

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that have been mailed or 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 1099-INT directly to Participants. DOE shall be responsible for responding to inquiries regarding IRS Form 1099-INT, as well as for providing replacement Forms.

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) Weekly Participant activity sheet/s that have been verified by DOE and accurately reflect Participant's level of completion of Project-Based Learning Assignment/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.

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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 and applies to virtual/remote occurrences. 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 and applies to virtual/remote occurrences. 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.

8) Meetings and Trainings. DOE shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD, which may be virtual. 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, whether physical or digital.

         (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. This notice shall also be made available electronically.

         (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.

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(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 on an as-needed basis.

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

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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 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.

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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, or in a virtual platform, poses a threat to Participants, before allowing such DOE Staff member to return to the Facility or virtual platform where Participants are present. If it is determined that the presence of such DOE Staff member at the Facility or virtual platform poses a threat to Participants, such DOE Staff member shall be barred from the Facility or virtual platform 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), including via virtual platforms, 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.

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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 outlined in this Scope of Work throughout the applicable 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.

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EXHIBIT A

Frequently Asked Questions Regarding Remote Program Services

This FAQ is for Providers funded by the New York City Department of Youth and Community Development providing program services remotely in whole or in part. DYCD may update and revise this FAQ.

Can DYCD-funded program services be provided remotely?
Yes, if approved by DYCD as part of your workscope (which may also include in-person services), program services may be provided remotely using video-conferencing applications. Providers should use their discretion in determining whether their program services can be provided remotely, taking into consideration the nature of the services and whether program participants have the ability to access services through the internet.

What are some recommended best practices for hosting remote program services?
DYCD recommends that you always create a password for your remote meeting. DYCD also recommends that you designate a moderator for your remote meeting. The moderator should be able to control participants' ability to mute/unmute and share screens and enable/disable private chats between participants. Finally, DYCD recommends that you create a waiting room for your remote meeting, from which the moderator can admit participants into the meeting.

Can remote DYCD-funded program services be recorded?
Recording of remote program services is permitted if all meeting participants are notified that the meeting will be recorded both in advance of the meeting (i.e. in the meeting invitation) and during the meeting itself (i.e. through an on-screen notification displayed at the beginning of the meeting). Participants must be given the option to turn off their video feed if they do not wish to be recorded.

Should parents/guardians be notified if youth are participating in remote program services?
Yes, providers should notify parents/guardians if participants under the age of 18 are participating in remote program services. Such notification should occur in advance of the remote meeting and should state the purpose and schedule of the meeting (or recurring meetings), and if it will be recorded. Notification can be done via email.

Are there any other special considerations for remote program services?
Yes. DYCD recommends that providers create and distribute a standard of online behavior for meeting participants. This includes prohibiting profanity, nudity, cyber-bullying, and sexual harassment. The meeting moderator should remove any participant who fails to comply with the standard of online behavior. Providers must also ensure that meeting participants know how to use basic functionalities such as turning their camera on/off and muting/unmuting their microphones. Additionally, providers must continue to comply with DYCD's Incident Reporting Policy and Social Media Policy.

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Do the City's records retention and audit requirements apply to remote program services?
Yes, any records created during remote program services are subject to the audit and records retention requirements of your City contract. This includes any recording of remote program services.

Does the City's Identifying Information Law apply to remote program services?
Yes, remote program services must comply with the City's Identifying Information Law. Be very mindful of sharing personal identifying information or other sensitive and/or confidential information during remote program services.

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SCOPE OF WORK
SYEP FOR YOUTH WITH DISABILITIES – OLDER YOUTH
July 1, 2021 – MARCH 10, 2022
SYEP 2021

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 Memorandum of Understanding between DOE and DYCD.
3) "City" means New York City.
4) "COVID-19" means the novel coronavirus discovered in 2019 that necessitated the issuance of New York State Governor's Executive Order 202, *et. seq.*, ("E.O. 202"), declaring a State disaster emergency for the entire State of New York.
5) "Designated Borough" means the New York City Borough in which DOE is obligated to deliver Program Services pursuant to the Agreement.
6) "DOE" means the City Department of Education.
7) "DYCD" means the City Department of Youth and Community Development.
8) "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.
9) "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

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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.

10) "Hats & Ladders" means the digital platform developed for Participants to engage in a web-based/digital Work-Readiness Training curriculum via a mobile app.

11) "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.

12) "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.

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

14) "Professional and Technical Development" means training directly related to a Participant's Work-Based Learning Assignment, course of study, or bearing a career pathway credential.

15) "Program Period" means a continuous six-week period, scheduled each summer by DYCD, during which Participants participate in Work-Based Experience/s, and for some Participants, Professional and Technical Development.

16) "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 and Professional and Technical Development matching and placement, including developing, implementing, and maintaining the PES for each Participant;

    e) Work Readiness Training; on the Hat & Ladders platform;

    f) Supportive Services; and

    g) Work-Based Experiences.

17) "School Site/s" means the any DOE school at which Program Services take place, including Project-Based Learning, 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 DOE may use to deliver Program Services. School Site/s, Campus Site/s, and Program Facility/ies are not required to be used for Program Services, except for rare exceptions as outlined herein, due to COVID-19.

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

19) "State" means New York State.

20) "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.

21) "SYEP" means Summer Youth Employment Program.

22) "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.

23) "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.

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

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

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

27) "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 March 11, 2021 – March 10, 2022 Program Plan, the SYEP Manual, and the Fiscal Manual, and the high standards of professional quality customary to DOE's industry, including any changes in laws and regulations due to the COVID-19 pandemic, subject to the conditions identified in the Community-Based SYEP Request for Proposals, Appendix E, as follows:

1) <u>SYEP Goals</u>.

   a) DOE shall provide Program Services, either over digital platforms or in-person, 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;

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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 Professional and Technical Development.

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

b) DOE shall arrange for Participants to fall into one of two tracks:

i) Track One: 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.
Track Two: DOE shall arrange for a minimum of seventy-five (75) hours of Work-Based Experience and up to a maximum of seventy-five hours (75) of Professional and Technical Development for each Participant, for a total of one hundred fifty (150) hours over the Program Period. DOE may use discretion in developing a schedule for Work-Based Experience and Professional and Technical Development each week, as long as the schedule provides twenty-five (25) hours for each Participant during each week of 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 and Professional and Technical Development 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 and Professional and Technical Development 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.

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a) During the period late winter through early spring, and before the SYEP applications deadline, and as directed 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. Physical recruitment shall not be required where safe physical distancing cannot be achieved for DOE staff or Participants.

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, including neighborhoods designated to have been most severely impacted by COVID-19.

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

a) During the period late winter through early spring, and as directed by DYCD, DOE shall encourage Participants to complete applications and shall assist Participants with their applications. DOE may accept Enrollment Documents from Participants remotely, via a digital upload portal designated by DYCD or via hard copy in person. 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 lottery results.

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ii) DOE shall verify that each prospective Participant has provided, via upload to a DYCD-designated portal, all documents necessary to meet the Enrollment Requirements.

iii) As applicable or required by DYCD, DOE shall take passport-sized photographs of Participants for use in making SYEP photo identification cards. 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.

iv) 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, Professional and Technical Development Assignment, if applicable, 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 the Agreement and the 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 six (6) hours of Work Readiness Training utilizing materials developed by Hats & Ladders and ensure that each Participant is able to access the Hats & Ladders platform in order to complete the self-directed portion of their orientation.

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, and Professional and Technical Development Assignment, if applicable. DOE shall not allow a Participant to begin a Work Based Experience or Professional and Technical Development 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 completing Work Readiness Training on the Hats & Ladders platform or with DOE. 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.

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d) DOE shall support youth on the Hats & Ladders platform as they 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).

e) 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.

f) 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.

g) DOE shall monitor and report to DYCD Participant completion of Work Readiness Training on the Hats & Ladders platform, using data provided by Hats & Ladders.

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

a) During the period May through June, and later as necessary, DOE shall place each Participant in the Work Assignment, and Professional and Technical Development Assignment, if applicable 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 and Professional and Technical Development Assignments should be appropriate for participants' age, skills, needs and interests and 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 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. If DOE determines that a Work Assignment will require additional training, they may develop Professional and

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Technical Development in partnership with the Worksite that will support the participant experience.

d) For Participants in Track Two, DOE shall provide Participants with a description of the Professional and Technical Development being offered including outlining skills participants will gain, number of hours expected to be spent in the training, requirements for achieving the credential or course completion and proof of completion including certificates, projects or artifacts that participants will need to submit for each of their Professional and Technical Development Assignments, a copy of which shall be maintained as records in the Participant's file.

e) Participants will earn the minimum wage for work and/or Professional and Technical Development 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.

f) Due to the safety risks posed by COVID-19, Work-Based Experience/s and Professional and Technical Development may take place online, in-person, or a hybrid of both.

g) All Participant Work and Professional and Technical Development Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Work and Professional and Technical Development Assignments.

7) Work Based Experience/s and Professional and Technical Development.

a) During the period of July through August, DOE shall require each Worksite to prepare, maintain, verify, and report timesheets for each Participant, indicating all hours worked and breaks taken by the Participant at the Worksite either in-person, remotely or hybrid, 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. For Participants assigned to Track Two, DOE shall also prepare, maintain, verify and report timesheets for each Participant's time spent in Professional and Technical Development 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 and Professional and Technical Development 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 staff, and, where necessary, replacement Work or Professional and Technical Development 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 and spent in Professional and Technical Development where applicable, in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

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e) DYCD may increase or decrease the required number of Work Based Experience and/or Professional and Technical Development 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;

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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. This shall include any guidance regarding safety and protocols related to COVID-19.

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; including monitoring of virtual platforms;

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, or at their homes for telework due to COVID-19, and with the following technological requirements:

i) An operating system comparable to Microsoft Windows 10 or greater that is still supported by Microsoft and has not reached its end of service life;

ii) A modern browser at the latest version (i.e., Chrome, Firefox, Edge, Safari);

iii) A broadband connection with good internet speed;

iv) Up-to-date antivirus software;

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

vi) Firewall software or hardware.

c) DOE shall comply with the following requirements in providing any Program Services to Participants remotely ("Remote Services"):

i) DOE shall utilize one or more secure videoconferencing platforms for the provision of Remote Services. DOE shall obtain the necessary subscriptions, licenses, and approvals for the use of such platforms. DOE shall not infringe upon any intellectual property rights in the use of such platforms. DOE shall be responsible for installing any software and security updates for such platforms.

ii) DOE shall have the capacity to conduct meetings, workshops, and trainings remotely using such platforms, and ensure that its staff are properly trained to use such platforms.

iii) DOE shall ensure accessibility of Remote Services in compliance with the Americans with Disabilities Act.

iv) DOE shall review and make best efforts to comply with the recommendations in the "Frequently Asked Questions Regarding Remote Program Services" issued by DYCD as of July 14, 2020, attached herein as Exhibit A, in an effort to ensure appropriate staff and participant conduct during provision of Remote Services. For clarity, where the FAQ document applies to "Providers," such guidance shall apply the same to DOE.

v) DOE shall comply with any additional DYCD guidance provided from time to time with respect to Remote Services.

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

a) Requirements in this section (4), subsections (b) through (d) shall only apply as long as the stay-at-home requirements of Executive Order 202.6, *et seq.*, are lifted and DOE has developed a safety plan for allowing Participants to access School or Campus Site/s and/or Program Facility/ies for Program Services ("In-Person Services"). In such case, DOE shall comply with the following requirements for providing In Person Services:

i) For School and Campus Site/s, DOE shall comply with requirements for Return to School 2020.

ii) For Program Facility/ies, DOE shall review and comprehend the NY State Forward office re-opening guidance for essential businesses. DOE shall submit an electronic affirmation to New York State that it has reviewed the re-opening guidance and shall operate in accordance with such guidance. DOE shall complete a "NY State Forward Safety Plan Template" for each Program Facility prior to commencing In-Person Services. Each Program Facility shall have a copy of such Safety Plan on file, which shall be made available to DYCD and other City and State oversights for inspection upon request. DOE shall designate a Site Safety Monitor at each Program Facility who shall ensure compliance with DOE's Safety Plan.

iii) DOE shall comply with all Executive Orders issued by the Governor of the State of New York related to COVID-19 public health measures, including Executive Order

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Number 202 "Declaring a Disaster Emergency in the State of New York" issued on March 7, 2020, and subsequently continued, for as long as such orders are in effect.

iv) DYCD shall provide personal protective equipment where requested by DOE.

v) DOE shall assess the Staff-to-Participant ratio and make reductions where necessary to ensure that Staff and Participants are properly socially distanced.

vi) DOE shall comply with any additional DYCD, City, State or federal guidance provided from time to time with respect to COVID-19 Public Health Provisions.

b) 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.

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

d) 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 hosting Participants either in-person or hybrid 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 Worksites must be able to provide a planned, well-supervised work experience for Participants, whether in-person, remote, or hybrid. 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, whether in-person, hybrid, or remote, 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 the SYEP Manual. DOE shall record in writing, verify, and report the Drug-Free Workplace Policy compliance of each Worksite on a form

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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 ("Worksite Application") which outlines the Worksite'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 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 or Participant.

iii) DOE shall submit copies of all Worksite Applications to DYCD for prior approval, and retain the same on file digitally for review by DYCD. DOE shall digitally 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, 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. The orientation may be administered remotely.

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

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) In-person and hybrid Worksite/s must be located in New York State; Remote Worksite/s may be located outside of New York State;

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

iii) All 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.

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

i) DOE shall visit each Worksite hosting Participants in-person or hybrid at least one (1) time before Participants begin working there, in order to ensure its suitability and readiness for SYEP. DOE shall conduct one (1) virtual site visit to each Worksite hosting Participants remotely before Participants begin virtual work, 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, which shall be an onsite visit for in-person and hybrid Worksites and shall be a virtual visit for remote Worksites 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;

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

iv) DOE shall limit the number of staff with access to the Payment Management System to the minimum number necessary, and prohibit staff from sharing passwords for the purpose of gaining access to the Payment Management System.

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 or spent in Professional and Technical Development 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 may be completed digitally and must reflect the actual hours worked or spent in Professional and Technical Development by the named Participant and must bear signatures of the following:

i) the named Participant;

ii) a representative of the Worksite 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 to verify the Worksite's attestation of the hours worked.

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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 as appropriate, to attempt to verify the hours. Disputes about hours 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 DOE 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 payment card is either (i) placed in the mail to the address provided by Participant or (ii) if distributed to Participant directly, actually received, and signed for, by the Participant. DOE shall maintain a log of payment cards that have been mailed or 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;

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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) Weekly Participant timesheets that have been verified by DOE and accurately reflect Participant hours spent in Work Based Experience; and Professional and Technical Development, if applicable;

viii) Evaluations for each Participant by the Worksite 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 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.

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 and applies to virtual/remote occurrences. 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 and applies to virtual/remote occurrences. 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

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(24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.

9) Meetings and Trainings. DOE shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD, which may be virtual. 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, whether physical or digital.

(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. This notice shall also be made available electronically.

(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.

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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, on an as-needed basis.

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 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 and applicable law and regulations, and with particular concern regarding the following offenses:

(1) sexual misconduct, especially involving minors;

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(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, or in a virtual platform, poses a threat to Participants, before allowing such Staff member to return to the Facility or virtual platform where Participants are present. If it is determined that the presence of such DOE Staff member at the Facility or in a virtual platform poses a threat to Participants, such DOE Staff member shall be barred from the Facility or virtual platform 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 Supervisor's presence at the Worksite, or in a virtual platform, poses a threat to Participants, before allowing Participants to return to the Worksite, whether in-person or in a virtual platform. If it is determined that the presence of

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such Worksite Supervisor at the Worksite, either in-person or in a virtual platform, 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), including via virtual platforms, 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.

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6) Staffing Levels.
   a) DOE shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services outlined in this Scope of Work throughout the applicable 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. 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.

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EXHIBIT A

Frequently Asked Questions Regarding Remote Program Services

This FAQ is for Providers funded by the New York City Department of Youth and Community Development providing program services remotely in whole or in part. DYCD may update and revise this FAQ.

Can DYCD-funded program services be provided remotely?
Yes, if approved by DYCD as part of your workscope (which may also include in-person services), program services may be provided remotely using video-conferencing applications. Providers should use their discretion in determining whether their program services can be provided remotely, taking into consideration the nature of the services and whether program participants have the ability to access services through the internet.

What are some recommended best practices for hosting remote program services?
DYCD recommends that you always create a password for your remote meeting. DYCD also recommends that you designate a moderator for your remote meeting. The moderator should be able to control participants' ability to mute/unmute and share screens and enable/disable private chats between participants. Finally, DYCD recommends that you create a waiting room for your remote meeting, from which the moderator can admit participants into the meeting.

Can remote DYCD-funded program services be recorded?
Recording of remote program services is permitted if all meeting participants are notified that the meeting will be recorded both in advance of the meeting (i.e. in the meeting invitation) and during the meeting itself (i.e. through an on-screen notification displayed at the beginning of the meeting). Participants must be given the option to turn off their video feed if they do not wish to be recorded.

Should parents/guardians be notified if youth are participating in remote program services?
Yes, providers should notify parents/guardians if participants under the age of 18 are participating in remote program services. Such notification should occur in advance of the remote meeting and should state the purpose and schedule of the meeting (or recurring meetings), and if it will be recorded. Notification can be done via email.

Are there any other special considerations for remote program services?
Yes. DYCD recommends that providers create and distribute a standard of online behavior for meeting participants. This includes prohibiting profanity, nudity, cyber-bullying, and sexual harassment. The meeting moderator should remove any participant who fails to comply with the standard of online behavior. Providers must also ensure that meeting participants know how to use basic functionalities such as turning their camera on/off and muting/unmuting their

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microphones. Additionally, providers must continue to comply with DYCD's Incident Reporting Policy and Social Media Policy.

Do the City's records retention and audit requirements apply to remote program services?
Yes, any records created during remote program services are subject to the audit and records retention requirements of your City contract. This includes any recording of remote program services.

Does the City's Identifying Information Law apply to remote program services?
Yes, remote program services must comply with the City's Identifying Information Law. Be very mindful of sharing personal identifying information or other sensitive and/or confidential information during remote program services.