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RENEWAL AND 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 **RENEWAL AND MODIFICATION** ("Renewal and Modification") effective March 11, 2022, is between the following (each a "Party" and, collectively, the "Parties"): the New York City Department of Education ("DOE"), with offices located at 52 Chambers Street, New York, New York 10007; and the New York City Department of Youth and Community Development ("DYCD") with offices located at 2 Lafayette Street, 21st Floor, New York, NY 10007.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

"h. During the Renewal Term, DYCD shall reimburse DOE up to an amount not to exceed two million, two hundred and ninety-five thousand dollars ($2,295,000.00) for all services provided, as outlined in Article 4(B), during the Term on a cost-reimbursement basis, in accordance with the City of New York Health and Human Services Cost Policies and Procedures Manual ("Cost Manual") (available at nyc.gov/hrc, which shall take precedence over the DYCD Fiscal Manual in the event of a conflict), the DYCD Fiscal Manual, and an annual line-item budget approved in advance by DYCD, which are attached hereto in Appendix C, as follows:

i. During the period beginning July 1, 2022, and ending June 30, 2023, DYCD shall reimburse DOE an amount not to exceed $765,000, which shall include $405,000 for Younger Youth and $360,000 for Older Youth;

ii. During the period beginning July 1, 2023, and ending June 30, 2024, DYCD shall reimburse DOE an amount not to exceed $765,000, which shall include $405,000 for Younger Youth and $360,000 for Older Youth; and

iii. During the period beginning July 1, 2024, and ending June 30, 2025, DYCD shall reimburse DOE an amount not to exceed $765,000, which shall include $405,000 for Younger Youth and $360,000 for Older Youth."

"i. During the Renewal Term for period beginning July 1 2022 and ending June 30 2023, DOE shall fund DYCD an amount not exceeding $150,000 for technical assistance and capacity building services. Specifically, this funding will be made available to DYCD to upgrade curriculum and curricular resources that SYEP providers will use in working with schools within the Career Connected Learning portfolio including but not restricted to schools with CTE programs FutureReadyNYC and the Career Readiness and Modern Youth Apprenticeship pilot.

4. Article 5(B) is hereby deleted and replaced with the following:

"Data Sharing and Evaluation: During development, implementation and the conclusion of program services for CareerReady SYEP, DYCD shall send data necessary for DOE to award credit and track completion of work-based learning hours as an indicator of College and Career Readiness, to eligible Participants, which will include:

1. Participant's name;
2. Participant's date of birth;
3. Participant's OSIS number
4. Participant's cell phone number

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5. Name and location of Participant's assigned worksite and job description
6. Total number of hours worked by Participant for Older Youth or Total number of project-based learning hours completed for Younger Youth and
7. Where indicated by DOE as necessary, student training plans, evaluation reports and time sheets.

In keeping with New York State Education Department and US DOE reporting mandates, DYCD will make every effort to share data in a timely manner and in accordance with DOE's grade entry deadline requirements.

DYCD or a DYCD contracted program evaluation vendor shall cooperate with DOE to share any evaluation reports and the underlying data with DOE.

5. The following appendices are attached hereto and made a part of the MOU for the Renewal Term:
    a. Appendix B-3, Scope of Work, CareerReady (formerly known as School-Based SYEP), which shall supersede Appendix B-2 for the period July 1, 2022, through June 30, 2025;
    b. Appendix C-3, Program Packet, TCAC; and
    c. Appendix D, Program Packet, D75 School
    d. Appendix E, Updated Parent's Bill of Rights Questionnaire

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

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

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

DocuSigned by:
Debra Maldonado
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3/28/2023

Debra Maldonado
Deputy Counsel
NYC Department of Education

Date

DocuSigned by:
Jade Grieve
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Jade Grieve
Chief of Student Pathways
NYC Department of Education

Date

DocuSigned by:
Christina Foti
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3/27/2023

Christina Foti
Chief of Special Education
NYC Department of Education

Date

DocuSigned by:
Seritta Scott
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4/10/2023

Seritta Scott
Chief Finance Office
NYC Department of Education

Date

DocuSigned by:
Jonathan Santiago
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3/27/2023

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

Date

CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

DocuSigned by:
Caroline Press
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Caroline Press, General Counsel

Date

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Appendix B-3

SYEP CareerReady
Scope of Work

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SUMMER YOUTH EMPLOYMENT PROGRAM
SCOPE OF WORK
CAREERREADY[1]
RENEWAL TERM
MARCH 11, 2022 – MARCH 10, 2025

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

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

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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. 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 period scheduled each summer by DYCD, the length of which is indicated in Exhibit A, Schedule of Hours, during which Younger Youth participate in Project-Based Learning Experience/s and Older Youth participate in Work-Based Experience/s, and for some Older Youth 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;

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c) Worksite and Work-Based Experiences development;

d) Participant application, selection, and enrollment;

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.

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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 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 applicable 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, as applicable, subject to the conditions identified in the CareerReady SYEP Request for Proposals, Appendix E, as follows:

1) SYEP Goals.

   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) Develop financial literacy skills including learning 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 career connected learning by integrating academic learning, summer career exploration and postsecondary pathway planning. Career-

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connected learning is an educational model that brings together high schools, postsecondary institutions, and employers to create an approach that combines classroom instruction with relevant, real-world experience to prepare students to succeed in a rapidly changing economy.

b) Contractor shall develop Project-Based Learning Experience/s for Younger Youth that:
   i) Closely match Participants' interests;
   ii) Provide enriching career exploration in high growth high wage careers ;
   iii) Emphasize foundational work-readiness;
   iv) Help foster youth leadership; and
   v) Develop social and emotional skills.

c) 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) <u>Project-Based Learning Experience Development for Younger Youth</u>.

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 at RAMAPO for Children ("YDI") that will provide curricula for a range of Project-Based Learning Experiences.

b) Contractor shall arrange for the minimum number of hours of Project-Based Learning Experience indicated in Exhibit A, Schedule of Hours, for each Participant during each week of the Program Period, for the total number of hours indicated in Exhibit A, Schedule of 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 including alignment with Career and Technical Education (CTE), FutureReadyNYC and Career Readiness and Modern Youth Apprenticeship pathways

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.

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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 the minimum number of hours of Work-Based Experience indicated in Exhibit A, Schedule of Hours, for each Participant during each week of the Program Period, for the total number of hours indicated in Exhibit A, Schedule of Hours, over the Program Period.

ii) Track Two: Contractor shall arrange for the minimum number of hours of Work-Based Experience indicated in Exhibit A, Schedule of Hours, and up to the maximum number of hours, as indicated in Exhibit A, Schedule of Hours, of Professional and Technical Development for each Participant, for the total number of hours indicated in Exhibit A, Schedule of 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 the minimum number of hours indicated in Exhibit A, Schedule of 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 Project-Based Learning Experience/s with any other career exploration activities that might be in place including alignment with Career and Technical Education (CTE), FutureReadyNYC and Career Readiness and Modern Youth Apprenticeship pathways

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

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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, due to COVID-19 as applicable, 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.

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

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:

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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.

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) <u>Work Readiness Training</u>.

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 provider-led trainings, for the minimum number of hours indicated in Exhibit A, Schedule of Hours, for each Younger Youth Participant and for each Older Youth Participant. Provider shall 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 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

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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);

   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. Orientation shall include sexual harassment prevention training that satisfies the requirements of New York State Labor Law § 201-G and New York City Local Laws 95 and 96 of 2018.

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

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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 in career pathways, 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.

   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.

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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.

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 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 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) School leadership in collaboration with the contractor may develop and implement credited Professional and Technical Development instructional modules. A DOE teacher of record will implement such instruction

g) 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.

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Contractor shall not withhold a Participant's stipend in order to ensure that the Participant completes the survey.

9) Work-Based Experience/s and Professional and Technical Development for Older Youth Participants.

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.

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) School leadership in collaboration with the contractor may develop and implement credited Professional and Technical Development instructional modules. A DOE teacher of record will implement such instruction

f) 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.

g) 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.

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

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

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

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

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

11) Community Partnerships.

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

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

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

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

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

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

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

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

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

b) Subcontractors are considered community partnerships.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

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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, as applicable.
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:
      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.

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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 B, 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) Program Facility/ies.

a) Requirements in this section (4), subsections (i) through (iv) shall only apply as long as the New York State Forward reopening guidance is in effect 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 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. Contractor shall designate a Site Safety Monitor at each Program Facility who shall ensure compliance with Contractor's Safety Plan.

ii) Contractor shall comply with any and all Executive Orders issued by the Governor of the State of New York related to COVID-19 public health measures for as long as such orders are in effect.

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

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

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

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

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

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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) Project Assignments for Younger Youth.

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

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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.

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

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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;

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.

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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 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.

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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.

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.

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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) Contractor shall make available Participant timesheets to school leadership to track and monitor work-based learning hours towards credit and/or accrual of hours for the Career Development and Occupational Standards (CDOS) credential

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

(1) For Younger Youth Participants:

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

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

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

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

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

(d) Contractor shall make available completed Participant Evaluation to school leadership to track and monitor work-based learning hours towards credit and/or accrual of hours for the Career Development and Occupational Standards (CDOS) credential

(e)

(2) For Older Youth Participants:

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

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(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.

(d) Contractor shall make available completed Participant Evaluation to school leadership to track and monitor work-based learning hours towards credit and/or accrual of hours for the Career Development and Occupational Standards (CDOS) credential

(e)

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 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

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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, which is incorporated herein and can be found at http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf to guide social media communications between Staff and Participants.

ARTICLE IV – STAFFING REQUIREMENTS

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

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

i) A Program Director (full-time for 12 months) with a Bachelor's degree or higher, in addition to three (3) years of related experience, including experience supervising or

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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.

2) <u>Staff Screening and Hiring</u>. 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

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comply with the New York City Fair Chance Act; Section 6.04 of the Agreement, Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:

(1) sexual misconduct, especially involving minors;

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

(3) theft of public property;

(4) bribe receiving or offering;

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

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

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

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

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

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

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

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

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

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

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

(1) the Contractor Staff member's presence at the Facility, 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

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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 incorporated herein and available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/Youth_Leadership_Development_Framework.pdf.

b) DYCD's Circles of Support. Contractor shall train Staff to embody the principles and vision underpinning the Circles of Support family engagement framework, which is incorporated herein and 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.

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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, which is incorporated herein and 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. All subcontractors must be bound by agreements containing the same confidentiality and data security requirements as those binding the Parties in the MOU and this Agreement.

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
SCHEDULE OF HOURS
CAREERREADY
RENEWAL TERM

This Schedule of Hours is intended to supplement the Scope of Work. Contractor shall provide SYEP services, directly or through approved subcontractors, in accordance with this Agreement, as follows:

1) Definitions. The "Program Period" shall be a continuous six-week period.
2) Project-Based Learning Experience for Younger Youth. Contractor shall arrange for twelve and one-half (12.5) hours of Project-Based Learning Experience for each Younger Youth Participant during each week of the Program Period, for a total of seventy-five (75) hours over the Program Period.
    a. School leadership in collaboration with the contractor may develop and implement credited Professional and Technical Development instructional modules. A DOE teacher of record will implement such instruction
3) Work-Based Experience and Professional and Technical Development for Older Youth.
    a) For Track One: Contractor shall arrange for twenty-five (25) hours of Work Based Experience for each Older Youth Participant during each week of the Program Period, for a total of one hundred fifty (150) hours over the Program Period.

c) For Track Two: Contractor 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 Older Youth Participant, for a total of one hundred fifty (150) hours over the Program Period. School leadership in collaboration with the contractor may develop and implement credited Professional and Technical Development instructional modules. A DOE teacher of record will implement such instruction. 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 Older Youth Participant during each week of the Program Period.

4) Work Readiness Training. Contractor shall provide Work Readiness Training, utilizing materials developed by Hats & Ladders and provider-led training, for a minimum of six (6) hours for Younger Youth Participants and for a minimum of ten (10) hours for Older Youth Participants

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Appendix C-3

TCAC Program Packet

(*will add program packet once we receive it; in the meantime, SOWs are attached)*

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SUMMER YOUTH EMPLOYMENT PROGRAM
SCOPE OF WORK

YOUTH WITH DISABILITIES – OLDER YOUTH

RENEWAL TERM

MARCH 11, 2022 – MARCH 10, 2025

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) "DOE" means the City Department of Education.
6) "Designated Borough" means the New York City Borough in which DOE is obligated to deliver Program Services pursuant to the Agreement.
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.

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c) "Working Documents" means proof that the Participant is eligible to work, such as a birth certificate issued in the United States, a Social Security Card, or Employment Authorization Document issued by U.S. Citizenship and Immigration Services. Participants under age 18 must also provide age-appropriate New York State employment certificates. Male Participants aged eighteen (18) or older must also provide proof of Selective Service Registration.

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 period, the length of which is indicated in Exhibit A, Schedule of Hours, 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 if applicable, 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,

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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.

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 applicable 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, as applicable, subject to the conditions identified in the Community-Based SYEP Request for Proposals, Appendix E, as follows:

12) <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:

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i) Develop social skills, including communication, critical thinking, decision-making and problem-solving skills, and self-management;

ii) Learn work norms and culture;

iii) Understand career pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement;

iv) Build professional networks; and

v) Learn to manage money (e.g. budgeting, opening a bank account).

b) DOE shall develop Work-Based Experiences that:

i) Introduce Participants to the world of work and expose Participants to career pathways and opportunities;

ii) Help build essential work-readiness skills; and

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

13) Work Based Experience and 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 the minimum number of hours of Work Based Experience indicated in Exhibit A, Schedule of Hours, for each Participant during each week of the Program Period, for the total number of hours indicated in Exhibit A, Schedule of Hours, over the Program Period.

ii) Track Two: DOE shall arrange for the minimum number of hours of Work-Based Experience indicated in Exhibit A, Schedule of Hours, and up to the maximum number of hours, as indicated in Exhibit A, Schedule of Hours, of Professional and Technical Development for each Participant, for the total number of hours indicated in Exhibit A, Schedule of 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 the minimum number of hours indicated in Exhibit A, Schedule of 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.

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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.

14) 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, due to COVID-19 as applicable, 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, 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.

15) Participant Application, Selection, and Enrollment.

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. 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

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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.

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 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 PES Forms provided to DOE by DYCD , 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 DOE, 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 DOE, 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.

16) Work Readiness Training.

a) During the period May through June, and later as necessary, DOE shall provide Work Readiness Training, utilizing materials developed by Hats & Ladders and DOE-led training, for the minimum hours indicated in Exhibit A, Schedule of Hours. DOE shall 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 if applicable, until that Participant has completed Work Readiness Training.

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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.

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. Orientation shall include sexual harassment prevention training that satisfies the requirements of New York State Labor Law § 201-G and New York City Local Laws 95 and 96 of 2018.

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.

17) <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.

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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 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 DOE 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.

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.

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.

18) <u>Work Based Experience/s and Professional and Technical Development</u>.

a) During the period of July through August, DOE 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, 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.

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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.

e) 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.

19) 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.

20) Community Partnerships.

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

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

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

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

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

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

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

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

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

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b) Subcontractors are considered community partnerships.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

13) 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, as applicable.

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

15) 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 Program 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

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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 B, in an effort to ensure appropriate staff and participant conduct during provision of Remote Services.

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

16) Program Facility/ies.

a) Requirements in this section (16), subsections (ii) through (iv) shall only apply as long as the New York State Forward reopening guidance is in effect and DOE has developed a safety plan, if required, for allowing Participants to access Program Facility/ies for In Person Services. DOE shall comply with the following requirements for providing In-Person Services:

i) For Program Facility/ies, if it is required by the New York State Department of Labor, DOE shall review and comprehend the NY State Forward office re-opening guidance. DOE shall submit an electronic affirmation to New York State that it has reviewed the effective and applicable re-opening guidance and shall operate in accordance with such guidance.

ii) For Program Facility/ies, if it is required by the New York State Department of Labor, 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 any and all Executive Orders issued by the Governor of the State of New York related to COVID-19 public health measures 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:

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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.

17) 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. DOE 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) 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.

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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.

f) 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, DOE may choose a schedule that accommodates the needs of Worksite representatives, supervisors and staff, and may conduct joint trainings with other Worksites.

g) 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.

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

18) 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;

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 Sponsor to verify the Worksite's attestation of the hours worked.

c) DOE shall regularly monitor for evidence of fraudulent timesheets. In the event that DOE suspects fraudulent reporting, 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) <u>Enrollment in Direct Deposit</u>. 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) <u>Payment Cards</u>. 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 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.

19) Record Keeping and Reporting.

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

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

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

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

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

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

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

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

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

v) Participant Worksite Referrals;

vi) Worksite Applications;

vii) 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.

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(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.

20) Incident Reporting.

a) DOE shall notify DYCD of any incident of abuse by any of 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 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) 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, or inappropriate conduct on the part of DOE staff, must be reported to DYCD by email as soon as possible, but no later than twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident. All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.

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

21) 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.

22) 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

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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.

23) Social Media Policy. DOE shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers, which is incorporated herein and can be 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

7) Staff Requirements.

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

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

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

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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) Seasonal staff able to support the SYEP program and willing to travel to Worksite/s 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.

8) 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 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 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.

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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 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.

9) 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

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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.

10) 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.

11) 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 incorporated herein and 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, which is incorporated herein and 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, which is incorporated herein and available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/2017_DYCD_LGBTQ_Guidance_FINAL5.15.17.pdf.

12) 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 material changes in Program Staff, including program and organization management.

ARTICLE V – MISCELLANEOUS

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5) 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.

6) 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.

7) Subcontracts. DOE shall ensure that no more than forty percent (40%) of the total amount of this Agreement is subcontracted. All subcontractors must be bound by agreements containing the same confidentiality and data security requirements as those binding the Parties in the MOU and this Agreement.

8) 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
SCHEDULE OF HOURS
COMMUNITY-BASED – OLDER YOUTH
RENEWAL TERM

This Schedule of Hours is intended to supplement the Scope of Work. DOE shall provide SYEP services, directly or through approved subcontractors, in accordance with this Agreement, as follows:

5) Definitions. The "Program Period" shall be a continuous six-week period.
6) Work-Based Experience and Professional and Technical Development.
   a) For 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.
   b) For 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.
7) Work Readiness Training. DOE shall provide Work Readiness Training, utilizing materials developed by Hats & Ladders and DOE-led training, for a minimum of six (6) hours.

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SUMMER YOUTH EMPLOYMENT PROGRAM

SCOPE OF WORK

YOUTH WITH DISABILITIES – YOUNGER YOUTH

RENEWAL TERM

MARCH 11, 2022 – MARCH 10, 2025

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.

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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.

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 period, the length of which is indicated in Exhibit A, Schedule of Hours, 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.

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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.

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 applicable 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, as applicable, subject to the conditions identified in the Community-Based SYEP Request for Proposals, Appendix E, as follows:

21) <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;

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iii) Emphasize foundational work-readiness;

iv) Help foster youth leadership; and

v) Develop social and emotional skills.

22) Project-Based Learning Experience Development.

a) During the period late winter through early spring, and later as necessary, DOE shall identify and develop a range of Project Assignments in which Participants may be placed to meet the required hours and the goals of the Project-Based Learning Experience. DOE shall also have access to a virtual library designed by the Youth Development Institute at RAMAPO for Children ("YDI") that will provide curricula for a range of Project-Based Learning Experiences.

b) DOE shall arrange for the minimum number of hours of Project-Based Learning Experience indicated in Exhibit A, Schedule of Hours, for each Participant during each week of the Program Period, for the total number of hours indicated in Exhibit A, Schedule of 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) DOEs 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.

23) 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, due to COVID-19 as applicable, 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, 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

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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.

24) Participant Application, Selection, and Enrollment.

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 DOE, 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 the Agreement and the Program Plan.

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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.

25) Work Readiness Training.

a) During the period May through June, and later as necessary, DOE shall provide Work Readiness Training, utilizing materials developed by Hats & Ladders and DOE-led training, for the minimum hours indicated in Exhibit A, Schedule of Hours. DOE shall 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 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. Orientation shall include sexual harassment prevention training that satisfies the requirements of New York State Labor Law § 201-G and New York City Local Laws 95 and 96 of 2018.

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.

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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.

26) Participant Matching and Placement.

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

b) Participants will earn a stipend during the Program Period.

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.

27) 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 Article III of this Scope of Work and 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' completion of the Project Assignment activities, 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.

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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.

28) 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) 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.

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

29) 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

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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

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

25) 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

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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 B, in an effort to ensure appropriate staff and participant conduct during provision of Remote Services.

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

26) 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 New York State Forward reopening guidance is in effect and DOE has developed a safety plan, if required, for allowing Participants to access School or Campus Site/s and/or Program Facility/ies for Program Services ("In-Person Services"). DOE shall comply with the following requirements for providing In-Person Services:

i) For Program Facility/ies, if it is required by the New York State Department of Labor, DOE shall review and comprehend the NY State Forward office re-opening guidance. DOE shall submit an electronic affirmation to New York State that it has reviewed the effective and applicable re-opening guidance and shall operate in accordance with such guidance.

ii) For Program Facility/ies, if it is required by the New York State Department of Labor, 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 any and all Executive Orders issued by the Governor of the State of New York related to COVID-19 public health measures 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:

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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, 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) <u>Record Keeping</u>.

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.

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

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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.

27) 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 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 DOE 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

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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 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.

28) 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:

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(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.

29) 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.

30) 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.

31) Social Media Policy. DOE shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers, which is incorporated here in and can be 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

13) 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 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.

14) 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:

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(1) sexual misconduct, especially involving minors;

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

(3) theft of public property;

(4) bribe receiving or offering;

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

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

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

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

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

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

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

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

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

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

ii) Upon receiving notice of any arrest of a DOE Staff member, DOE shall assess whether the DOE Staff member's presence at the Facility, 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.

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15) 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).

16) 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.

17) 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 incorporated herein and 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, which is incorporated herein and 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, which is incorporated herein and available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/2017_DYCD_LGBTQ_Guidance_FINAL5.15.17.pdf.

18) 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.

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ARTICLE V – MISCELLANEOUS

9) 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.

10) 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.

11) Subcontracts. DOE shall ensure that no more than forty percent (40%) of the total amount of this Agreement is subcontracted. All subcontractors must be bound by agreements containing the same confidentiality and data security requirements as those binding the Parties in the MOU and this Agreement.

12) 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

SCHEDULE OF HOURS

COMMUNITY-BASED – YOUNGER YOUTH

RENEWAL TERM

This Schedule of Hours is intended to supplement the Scope of Work. DOE shall provide SYEP services, directly or through approved subcontractors, in accordance with this Agreement, as follows:

8) Definitions. The "Program Period" shall be a continuous six-week period.
9) Project-Based Learning Experience. 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.
10) Work Readiness Training. DOE shall provide Work Readiness Training, utilizing materials developed by Hats & Ladders and DOE-led training, for a minimum of four (4) hours.

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Appendix D

District 75 Program Packet

(Will append program packet once we receive it;
SOWs will be same as those used for TCAC)

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Appendix E

Parents' Bill of Rights for Data Privacy and Security

Several laws and regulations protect the confidentiality of information about your children when that information identifies them. Such information, which includes student- specific data, is known as "personally identifiable information" or "PII."

The federal laws that protect your child's PII include the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), the Protection of Pupil Rights Amendment (PPRA), and the Individuals with Disabilities Education Act (IDEA). State laws, such as N.Y. Education Law 2-d and the related regulations of the N.Y. State Commissioner of Education; and the DOE Chancellor's Regulation A-820 also protect the confidentiality of your child's PII.

Under New York state law, if you are a parent of a child in the New York City public school district (the DOE), you have the following rights regarding the privacy and security of your child's PII:

- Your child's PII cannot be sold or released for any marketing or other commercial purposes.
- If your child is under age 18:
  - You have the right to inspect and review the complete contents of your child's education records within 45 days of the DOE receiving your request and verifying your identity.
  - You also have the right to request changes to your child's education records when you believe they are inaccurate, misleading, or violate your child's privacy.
  - Your rights extend to education records stored by DOE contractors or other outside parties on the DOE's behalf.
- You have the right to be notified if a breach or unauthorized release of your child's PII occurs.
- You have the right to make complaints about possible breaches and unauthorized disclosures of your child's PII and to have such complaints addressed. The DOE must provide you with a response no more than 60 calendar days from when we receive your complaint. If more time is needed, the DOE will provide an explanation to you, along with an approximate date for a response.

How to submit complaints to the NY State Education Department (NYSED):

- Online: http://www.nysed.gov/data-privacysecurity/report-improper-disclosure
- By email: CPO@mail.nysed.gov
- By mail:
  - Chief Privacy Officer
    New York State Education Department
    89 Washington Avenue, Albany NY 12234

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- By phone at: 518-474- 0937

How to submit complaints to the DOE:

- By email: studentprivacy@schools.nyc.gov
- By mail:
  - Chief Privacy Officer,
    Office of the General Counsel Room 308
    New York City Department of Education
    52 Chambers St, New York, NY 10007

These federal and state laws and regulations also impose requirements on the DOE and certain outside parties to ensure your child's PII remains confidential and secure. For example, the DOE and certain outside parties must adhere to the following:

- Your child's PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with state and federal law.
- Safeguards must be in place to protect your child's PII when it is stored or transferred. These safeguards must meet industry standards and best practices. Examples of such safeguards include encryption, firewalls and password protection.
- Steps must be taken to minimize its collection, processing and transmission of PII.
- DOE staff members and outside parties who handle your child's PII must be trained in applicable laws, policies, and safeguards associated with industry standards and best practices.
- Written agreements with outside parties who receive your child's PII from the DOE must address legal requirements with respect to the privacy and security of your child's PII.
- Outside parties should not maintain copies of your child's PII once it is no longer needed for the educational purpose for which the DOE has disclosed it to the outside party. PII should be permanently and securely deleted no later than when the contract ends.

You can find a complete list of all of the types of student data that the New York State Education Department collects. You may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

Visit the DOE's Annual FERPA Notification page and the Data Privacy and Security Policies page to learn more about federal and state laws and DOE policies that protect information about students and grant parents and students age 18 and over certain rights concerning student education records. Visit the Parents' Bill of Rights page to learn more about other rights and protections you have as a parent.

https://www.schools.nyc.gov/school-life/know-your-rights/parents-bill-of-rights-for-data-privacy-and-security