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SECOND RENEWAL AND MODIFICATION OF THE SUMMER YOUTH EMPLOYMENT PROGRAM MEMORANDUM OF UNDERSTANDING

-between-

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

-and-

THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION

THIS SECOND RENEWAL AND MODIFICATION ("Second Renewal"), effective July 1, 2024, is by and between the New York City Department of Youth and Community Development ("DYCD"), with offices located at 2 Lafayette Street, 21st Floor, New York, New York 10007, and the New York City Department of Education ("DOE"), with offices located at 52 Chambers Street, New York, New York 10007 (each a "Party," and collectively, the "Parties").

WHEREAS, the Parties entered into a Memorandum of Understanding ("MOU" or "Agreement"), dated March 11, 2019, in order to collaborate on implementation of School-Based Summer Youth Employment Program ("SYEP"), which, has since been renamed CareerReady SYEP, and provides SYEP programming to youth served by the DOE Transition and College Access Center ("TCAC"), and assists participants with earning academic credit for their participation in CareerReady SYEP, SYEP for Youth with Disabilities, and the Vulnerable Youth ("VY") Option; and

WHEREAS, the MOU was modified twice, on April 16, 2020 and March 11, 2021, to provide services under an amended program model in response to the COVID-19 pandemic;

WHEREAS, pursuant to Article 1, Term, of the MOU, the Parties renewed the MOU for the period from July 1, 2022 through June 30, 2025 ("Renewal Term");

WHEREAS, the MOU was modified, effective November 3, 2023, to provide Work Learn and Grow Employment Program ("WLG") services to D75 and TCAC students for the period of July 1, 2023 through June 30, 2024;

WHEREAS, pursuant to Article 1, Term, of the MOU, the Parties wish to exercise their option to renew the MOU for three (3) years, from July 1, 2025 through June 30, 2028 ("Second Renewal Term"); and

WHEREAS, pursuant to Article 11 of the MOU, the Parties now wish to modify the MOU to extend WLG program services through the end of the Second Renewal Term, from July 1, 2024 through June 30, 2028.

NOW, THEREFORE, the Parties agree hereto as follows:

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

2. Pursuant to Article 1 of the MOU, the Parties hereby exercise their right to modify the MOU for the period from July 1, 2025 through June 30, 2028 ("Second Renewal Term"), unless sooner terminated pursuant to the terms of the MOU. Article 1 of the MOU is hereby modified by adding the following sentence to the end thereof:

   "The Second Renewal Term of this Agreement is for the period of July 1, 2025 through June 30, 2028."

3. The total amount to be reimbursed by DYCD to DOE for WLG services provided through D75 and TCAC is increased from $354,200 to $613,800 during the period of July 1, 2024 through June 30, 2025. This action is accomplished by making the following changes to Article 6, Terms of Payment, Section 2, subsection (k) of the MOU:
   a. The existing sentence of subsection (k) is replaced in its entirety with the following:

      "During the Renewal Term, DYCD shall reimburse DOE up to an amount not to exceed six hundred and thirteen thousand eight hundred dollars ($613,800.00) for all services provided by D75 and TCAC, as outlined in Article 4(B), during the Renewal Term, on a cost-reimbursement basis for which invoice amounts in a given fiscal year cannot exceed enrolled slots based on a rate of $1,100 for Work, Learn, and Grow, in accordance with the City of New York Health and Human Services Cost Policies and Procedures Manual ("Cost Manual") (available at nyc.gov/hrc, and 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."

   b. The following subsections (iv) and (v) are added to the end of subsection (k):
      "(iv) During the period beginning July 1, 2024, and ending June 30, 2025, DYCD shall reimburse DOE an amount not to exceed $92,400.00 for 84 participants in Work, Learn & Grow through TCAC;
      (v) During the period beginning July 1, 2024, and ending on June 30, 2025, DYCD shall reimburse DOE an amount not to exceed $167,200 for 152 participants in Work, Learn & Grow through D75."

4. Article 6, Terms of Payment, Section 2, is further amended by adding the following subsection (l) to the end thereof:

   "l. During the Second Renewal Term, DYCD shall reimburse DOE an annual aggregate amount not to exceed $1,323,250 during each year of the Second Renewal Term for all services provided by D75 and TCAC during the Second Renewal Term, as outlined in Article 4(B), on a cost-reimbursement basis, for which invoice amounts in a given fiscal year cannot exceed enrolled slots based on a rate of $450 per participant for Older Youth, $600 per participant for Younger Youth, and $1,100 per participant for WLG, in accordance with the Cost Manual, the DYCD Fiscal Manual, and annual line-item budgets approved in advance by DYCD, which are attached hereto in Appendix C, as follows:

   i. DYCD shall reimburse DOE an amount not to exceed $627,300 annually for all services provided by TCAC during the Second Renewal Term, which shall include $357,300 for up to 794 Older Youth participants, $177,600 for up to 296 Younger Youth participants, and $92,400 for up to 84 WLG participants.

   ii. DYCD shall reimburse DOE an amount not to exceed $695,950 for all services provided by D75, which shall include $348,750 for up to 775 Older Youth participants, $180,000 for up to 300 Younger Youth participants, and $167,200 for up to 152 WLG participants.

5. Except as expressly amended by this Second Renewal, 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 Second Renewal on the dates appearing next to their respective signatures.

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

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Deputy Counsel
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CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Adele Bartlett
General Counsel

June 13, 2025
Date