

IN WITNESS WHEREOF, the parties hereto have executed and delivered this MOU as of the date first set forth above.

**The City of New York Department of Youth and Community Development**

By:   
ANTHONY NG  
Acting Chief of Staff

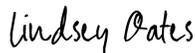
By:   
CAROLINE PRESS  
General Counsel

**The City of New York Department of Education**

DocuSigned by:  
  
By:  2E7DEE85D68943B...  
Attorney, Office of Legal Services

By:   
SARAH JONAS  
Senior Executive Director, Office of Community Schools

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By:  1FB50E277A6A4E6...  
NIKKI DIMANCHE  
Chief Operating Officer, School Climate and Wellness

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LINDSEY OATES  
Chief Financial Officer

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF NEW YORK DEPARTMENT OF EDUCATION  
AND THE CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY  
DEVELOPMENT**

This Memorandum of Understanding (“MOU”), effective as of July 1, 2020 is made between the City of New York Department of Education (“DOE”), located at 52 Chambers Street, New York, New York 10007, and the City of New York Department of Youth and Community Development (“DYCD”), located at 2 Lafayette Street, 21<sup>st</sup> Floor, New York, New York 10007.

**WITNESSETH:**

WHEREAS, DOE and DYCD share a mutually supportive mission with regard to the education and social development of youth and families in New York City (“City”); and

WHEREAS, DYCD has entered into contracts with not-for-profit organizations (“Providers”) for delivery of programs to be operated during non-school hours in DOE schools; and

WHEREAS, DOE wishes to support the DYCD-funded programs in DOE schools and charter schools including, but not limited to, Comprehensive After School System (COMPASS), which include: COMPASS Elementary, SONYC, COMPASS High and COMPASS Explore (collectively, the “COMPASS Programs”); and

WHEREAS, the parties wish to establish and coordinate the relationship dedicated to COMPASS Programs and to enumerate their respective contributions to their Initiative;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:

**ARTICLE I – TERM**

The initial term of this MOU will be for the period July 1, 2020 to June 30, 2022 (the “Initial Term”). DOE and DYCD shall have the option to renew this agreement for one (1) additional three (3) year term, upon written agreement by both Parties.

**ARTICLE II – SCHOOLS**

A. Hours of Operation: COMPASS Programs provide young people, and for some programs, adults, with services during out-of-school time hours. Exhibit A herein outlines school year and summer hours for each of the COMPASS Programs impacted by this MOU. The parties agree that such hours are subject to adjustment depending on school closures and/or other emergencies and that COMPASS Programs may take place remotely under such circumstances.

- B. The parties agree that the number of DOE schools at which COMPASS Programs are located (“Sites”) for each DYCD Program is subject to adjustment.
1. DOE and DYCD agree to meet regularly throughout the year to review and agree upon the number and location of COMPASS Programs which will operate in DOE Sites and to resolve any issues that may arise.
  2. DYCD may request an increase or decrease in the number of Sites and/or the relocation of such Sites by providing prompt written notice to DOE. DOE will review all such requests and respond within 30 days of receipt, or sooner if the request is prompted by emergency conditions. If such requests cause problems with existing programming, DOE and DYCD will make a good faith effort to arrive at mutually accepted resolutions.
  3. Exhibit B herein lists current Sites approved for each of the COMPASS Programs impacted by this MOU. This list is subject to amendment from time to time. DOE will provide updated versions of this list promptly to DYCD when changes occur in schools due to district restructuring or closure. DYCD will likewise provide updated versions of this list promptly to DOE when changes occur in DYCD contracted vendors.
- C. Requests for security coverage for After-School programs have been integrated into the extended use permit process. DYCD-contracted organizations shall work with schools’ administration and safety committees to determine security needs.

### **ARTICLE III – DOE SUPPORT**

- A. DOE agrees to support the operation of COMPASS Programs and Providers.
- B. DOE agrees to assume costs for the items specified below (“Support Costs”):
1. School Year Opening Fees as described in Exhibit A attached hereto and made a part hereof.
  2. Unsubsidized portion of snacks, to the extent such costs are reimbursed under the Child and Adult Care Food Program.
  3. Nursing services and paraprofessional services consistent with a participating student’s Individualized Education Program and/or Section 504 Plan when the student receives such services during the school day.
- C. DOE and DYCD will exchange, and as necessary periodically update, information on the names and contact information of their respective staff members working on DYCD Program initiatives, including, for the DOE, such staff assigned to charter schools. Such information shall identify each staff person’s areas of responsibility with respect to each initiative.

D. DOE agrees to make available to Providers and DYCD for each of the Sites:

1. Approval from the DOE to make the Site available for COMPASS Programs during the Initial Term and subsequent renewals, and that no Provider shall be removed from a Site except for good cause and upon at least sixty (60) days written notice from the DOE to the Provider and DYCD specifying the cause. Notwithstanding the foregoing, the DOE may remove any Provider with immediate effect upon notice to DYCD if the DOE believes that such Provider is performing its obligations in a manner which would endanger the health, safety and/or welfare of students and/or their families, or cause significant damage to DOE property.
2. Written procedures, including the identification of appropriate DOE staff, for resolving facility issues, including those which may affect licensure of school-age child care programs.
3. DOE commits to ensuring Principals or designees comply with the terms of any signed School Partnership Agreements with DYCD Providers in connection with any Requests for Proposals. DOE further commits to working with Principals, Providers and Site staff to resolve any issues with respect to disputes.

E. The parties agree that the Providers are responsible to provide adequate supervision and maintain DOE property and equipment in good order subject to ordinary use and wear and tear.

F. DOE and DYCD agree to the following protocol for school closings:

1. DOE and DYCD shall abide by the terms of the “Project Agreement for Establishing a School Reopening Situation Room for Handling COVID-19 Cases Impacting Schools,” effective August 28, 2020 by and among DOE, DYCD, the NYC Department of Buildings, the NYC Department of Health and Mental Hygiene, and NYC Health + Hospitals Corporation, as amended from time to time (the “Situation Room MOU”) for notification of school closings related to COVID-19.
2. For all other school closings not covered by the terms of the Situation Room MOU, such as for repairs and non-COVID-19-related emergencies, DOE shall provide thirty (30) days written notice to Providers and DYCD of such school closing(s) and cooperate with DYCD regarding relocation of any after-school program(s) affected by such school closing(s).

G. DOE commits to timely and promptly resolve disputes regarding DOE schools and other issues between DOE staff and Providers by DOE's Office of Community Schools (OCS) in consultation with the appropriate DYCD program staff. Site Principals will be encouraged to contact OCS with concerns that have not been resolved through direct contact with the Provider.

## **ARTICLE IV – REPORTING**

- A. DYCD commits to providing the DOE with a summary actual expenditure report for SONYC on a quarterly basis by November 30th, February 28th, May 31st and September 1<sup>st</sup> of each year during the Initial Term and any subsequent renewals. This summary report will include, but not be limited to, the following:
1. List of participating schools
  2. Grade Level (Middle)
  3. Number of seats available at each Site
  4. Enrollment and Rate of Participation on a contract by contract basis.
  5. Assurance that the required number of hours of programming for each Site, as specified in the SONYC Contract, was achieved.
    - a. Middle School Programs must offer a total of five hundred forty (540) hours annually, with three hundred twenty four (324) hours to be comprised of Structured Activities, with at least nine (9) hours of structured activities being provided per week with programs operating Monday through Friday for the thirty-six (36) weeks of the school year.
- B. DYCD also agrees to provide enrollment and expenditure data to DOE’s Office of Community Schools upon written request.
- C. DYCD commits to providing the DOE with an annual summary report for each DYCD Program. This summary report will include, but not be limited to, the following:
1. List of participating schools, and
  2. Number of Participants served.

## **ARTICLE V – PAYMENT**

- A. DOE Payments
1. Upon receipt and review of actual expenditure summary, DOE agrees to pay DYCD the lesser of total actual expenditures or flat rate of \$3,000<sup>1</sup> per total “verified filled slot” related to school year middle school afterschool expansion. DOE agrees to pay DYCD \$600 per verified filled slot for summer middle school expansion programs, subject to available funding.

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<sup>1</sup> Special needs slots will be paid at the contract approved special needs rate.

2. DOE agrees to pay DYCD on the condition that DYCD tracks and shares with DOE actual participant enrollment on a contract by contract basis.
3. For Enhancement slots (existing slots where the price per participant (PPP) was increased to equalize the PPP for all SONYC middle school slots), DOE agrees to pay DYCD \$1,446 per “verified filled slot” for SONYC school year programs and \$54 per SONYC summer enhancements.<sup>2</sup>
4. A “verified filled slot” will be defined as verified participant enrollment.
5. DOE shall pay DYCD in four installments, in quarterly payments, within thirty days of receipt of a DYCD invoice, based on DYCD documentation of actual expenditures. Such invoice shall contain a certification signed by the DYCD Chief Financial Officer, or their designee, stating that the expenditures are true and accurate and were incurred in performance of services under and in accordance with this MOU. DOE’s total payment under this MOU will not exceed \$132,901,997 for fiscal year 2021 and DOE’s total payment under this MOU will not exceed \$136,901,997 for fiscal year 2022. DYCD will endeavor to submit its final detailed invoice within 30 days prior to the end of the term for this Agreement and no later than August 15.

B. Payment of Summer Opening Fees

1. DYCD agrees to pay DOE for the additional costs of keeping DOE schools open in connection with DYCD’s SONYC (Middle school) Summer programs (“SONYC Summer Opening Fees”), subject to the availability of funding from the City’s Office of Management and Budget (“OMB”). DOE shall provide line-item estimates of SONYC Summer Opening Fees with backup to DYCD by September 30th of each fiscal year. DYCD will then review and pay via an intra-City budget modification.
2. DYCD and DOE agree to split all Summer Opening Fees related to COMPASS Programs other than SONYC (“non-SONYC Summer Opening Fees”), for the period of July 1, 2020 through June 30, 2021, with each party responsible for half, subject to the availability of funding from OMB. DOE shall provide line-item costs of non-SONYC Summer Opening Fees with backup to DYCD by September 30, 2020. DYCD will then review and reimburse DOE for its portion of such fees. Any costs covered by OMB shall be deducted in equal proportion from the costs each party would otherwise pay. Solely for the period of July 1, 2021 through June 30, 2022, DOE agrees to cover all costs related to non-SONYC Summer Opening Fees under this Agreement.

- C. All payments under this Agreement are made via intra-City transfers and are subject to available funding. If reconciliation of the payments under this MOU reveals an excess amount was paid for a particular fiscal year, DYCD shall return the excess funds to DOE, which if applicable, shall be applied to the costs incurred during the following fiscal year.

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<sup>2</sup> Some SONYC contracts were enhanced at higher rates.

## **ARTICLE VI – SECURITY CLEARANCE, INCLUDING FINGERPRINTING**

- A. All DYCD Providers operating at a DOE school must have employees and volunteers obtain security clearance, including fingerprinting, by DOE’s Office of Personnel Investigation. No applicants may begin work without DOE security clearance.
- B. All applicants must be entered onto a vendor’s roster in DOE’s Personnel Eligibility Tracking System (PETS) to start the security clearance process. Once an applicant is added to the PETS system, the applicant will receive an email to complete required forms online. After all forms are completed, all applicants will be required to visit the DOE at 65 Court Street, Brooklyn, NY for fingerprinting. DOE will subsequently conduct a security clearance review. The final determination of the security review will be available to the vendor in the PETS system.
  - 1. All such employees are required to be cleared by DOE and, if applicable, New York City Department of Health and Mental Hygiene (DOHMH) background check as detailed in standard DOE security policies before the employee is permitted to work in a DOE school building or for a DOE program. Such employee shall not be permitted to work in a DOE building or in a DOE program (a) without DOE approval in accordance with the DOE Review, and (b) unless cleared under SACC license procedures if applicable.
- C. All DYCD Providers operating at non-DOE Sites with program models not eligible for DOHMH or New York State Office of Children and Family Services (OCFS) licensing will have access to use PETS for fingerprinting clearance and background check of their employees, subject to subsection (D) herein.
- D. DOE and DYCD agree to split all costs related to fingerprinting under this Agreement for the period of July 1, 2020 through June 30, 2021, with each party responsible for half the costs. Solely for the period of July 1, 2021 through June 30, 2022, DOE agrees to cover all costs related to fingerprinting under this Agreement.
- E. The parties acknowledge that applicants in School Age Child Care (SACC) licensed COMPASS Programs must be fingerprinted twice, first by the DOE and only after DOE’s approval, then again with DOHMH, pursuant to procedures for SACC licensing. DOE will not be responsible for the costs of DOHMH fingerprinting.
- F. The parties acknowledge that pursuant to standard DOE security policies, there may be some cases where a prospective employee is cleared under the SACC license procedures, but is not approved to work in a DOE program and/or schools.
- G. DYCD shall require that all subcontractors, organizations, informal groups, or individuals that agree to provide DYCD services at DOE school buildings as part of the services provided by the DYCD Providers (collectively, “DYCD Subcontractors”) have their employees and volunteers obtain security clearance, including fingerprinting, by the DOE’s Office of Personnel Investigation. DYCD Providers are responsible for the fingerprinting costs of their

respective DYCD Subcontractors. No Co-Locators will operate in a DOE school building without security clearance.

- H. All DYCD Providers shall adhere to the requirements in the Security Clearance Protocol, including not permitting employees or volunteers access to DOE buildings unless such employees or volunteers are cleared by the DOE and are cleared under the SACC licensing procedures. DYCD shall include such requirements in its contracts with all DYCD school-based providers with programs in DOE buildings.
- I. DOE reserves the right, and has final say, to deny permission to provider's employees or volunteers to work in a DOE building or in a DOE program after review of background checks as detailed in the standard DOE security policies.

### **ARTICLE VII – PROGRAM QUALITY AND EVALUATION**

- A. DYCD commits to providing quality Programs in school facilities. At the expense of DYCD, pending the availability of funds, a third party evaluator shall conduct a formal evaluation of DYCD COMPASS Programs and share findings and its final report with the DOE Office of Community Schools upon completion and upon DOE request.
- B. DOE will work with DYCD Technical Assistance staff and technical assistance service providers to ensure that professional development opportunities offered include effective practices for positive school-CBO partnership collaboration and for academic support and enrichment.
- C. DOE will identify student participants and, as permitted by law, share student information so that the DYCD and its outside evaluator may evaluate programs.
- D. All the above points are contingent upon DOE Research, Policy and Support Group (RPSG) approving what data is shared, the third party evaluator attaining Internal Review Board (IRB) approval for evaluation methods if required by the DOE, and any other review or approval needed in light of the City's Identifying Information Law effective June 15, 2018.
- E. DYCD Program Managers will invite Principals or appointed designees to attend at least one (1) and up to three (3) program Site visits annually and discuss program quality in line with DYCD's Evaluation and Monitoring System, which includes assessment of enrollment and rates of participation. Such Site visits may take place remotely or in-person. Upon DOE's request, DYCD will inform DOE Office of Community Schools of the Site visits, highlighting visits where program quality can be positively impacted by DOE or principal involvement.

### **ARTICLE VIII – SONYC PILOT PROGRAMS**

- A. Department of Homeless Services ("DHS") and DOE District 79 ("D79") Sites are providing services under the SONYC Pilot Program for a total of 432 annual hours, such Sites serviced being based on access to youth, access to space, and competing needs.

- B. DYCD Providers will provide the above services at a Site in the Site's entirety (not solely individual student slots, as in traditional school-based Sites).
- C. DYCD Providers will be expected to effectively outreach to all eligible youth at the Site, and will not be evaluated based on day to day census of the eligible grade and age range at the Site.
- D. At D79 schools and DHS family shelters, youth technically in grades 6-8, as well as other school-aged youth who are being taught or housed in the same environment as middle school youth, or have IEP's outlining alternative assessments (25% of Passages students are from D75 or residential treatment facilities), or who have not completed a significant portion of 9th grade credits to establish achievement past 8th grade, will be eligible to be served.
- E. Although DYCD advocates for a program budget, it is worth noting that the price per participant for SONYC Pilot Program contracts will have costs above the traditional \$3000/price per participant, and the service models will identify where specialized services are outlined, such as follow-up support to youth who discharge from these Sites. Costs which are paid by the DOE for SONYC Pilot Programs, as a subset of DOE's total payment under this MOU, shall not exceed \$1,526,750 for fiscal year 2021 and \$1,550,000 for fiscal year 2022.

**ARTICLE IX – NOTICE, MODIFICATION, AND TERMINATION**

- A. Notices required herein shall be in writing and shall be given personally or sent in person or certified mail, return receipt requested.

- 1. Notices shall be addressed as follows:

**To DOE:**

Attn: Sarah Jonas, Executive Director  
Department of Education  
Office of Community Schools  
52 Chambers Street, Suite 3M  
New York, New York 10007

**To DYCD:**

Department of Youth and Community Development  
2 Lafayette Street, 21<sup>st</sup> Floor  
New York, New York 10007  
Attn: General Counsel  
With copies to: Commissioner Bill Chong  
Deputy Commissioner Susan Haskell

- B. Any modification hereof must be in writing and signed by both parties hereto.

- C. The possibility of renewal is subject to DYCD funding availability.
- D. Either party may terminate this MOU without cause by giving ninety (90) days written notice to the other party.
- E. DYCD requires that all DYCD Providers follow DYCD guidelines under their contracts, including DYCD social media guidelines. DYCD shall be responsible for monitoring compliance of DYCD Providers with their contractual obligations.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this MOU as of the date first set forth above.

**The City of New York Department of Youth and Community Development**

By: \_\_\_\_\_  
ANTHONY NG  
Acting Chief of Staff

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CAROLINE PRESS  
General Counsel

**The City of New York Department of Education**

By: \_\_\_\_\_  
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SARAH JONAS  
Senior Executive Director, Office of Community Schools

By: \_\_\_\_\_  
NIKKI DIMANCHE  
Chief Operating Officer, School Climate and Wellness

By: \_\_\_\_\_  
LINDSEY OATES  
Chief Financial Officer

## EXHIBIT A

### COMPASS Programs

DOE will support operation of COMPASS Programs, detailed below. The hours set forth herein shall apply only to in-person afterschool programming. Hours are subject to change based on school closings. The parties acknowledge that COMPASS Programs may take place remotely under such circumstances.

#### **COMPASS Elementary and High School and SONYC Middle School Programs in Department of Education Buildings**

“Opening Fees” cover the costs of building security, custodial services, and utilities/building opening expenses assuming the following usage:

##### **Regular Hours: School Days:**

All COMPASS and SONYC programs may operate on regularly scheduled DOE school days from the end of the school day until 6:00 p.m., five days per week, for 36 weeks for a total of 540 hours per year.

##### **Hours Past 6:00 p.m.: School Days:**

*In-service training & professional development:* The COMPASS programs may use available space, security and additional school resources for professional development and in-service training schedule staff training after 6pm one evening, per week, each week during the school year. A separate extended use permit should be submitted for those dates.

*Special Events:* DYCD-contracted organizations, in conjunction with and approval of the school principal and in accordance with DYCD programmatic requirements may also hold parent engagement and/or culminating events once monthly for two hours after 6pm.

##### **School Closing Days:**

COMPASS Programs can provide programming for up to 10 hours on up to 13 school closing days (holidays, school breaks)

##### **School Year Weekends:**

SONYC Programs can provide programming on Saturdays or Sundays on up to 8 weekend days per year.

##### **Summer Hours:**

COMPASS Programs can provide 350 hours of summer programming for 7 weeks during the summer.

SONYC Programs can provide a minimum of 108 hours of summer programming for 4 weeks during the summer.

All COMPASS and SONYC program operation times as provided above are subject to school principal approval.

<b>COMPASS/SONYC - School Year</b>	Regular School Day Hours	Hours past 6:00 p.m.		School Closing Days	Weekends	Total
		In Service Training / Professional Development (1 hr per week)	Special Events (2 hrs per month)			
Time	End of school day - 6:00pm	6:00pm - 8:00pm	6:00pm - 8:00pm	8:00am - 6:00pm	9:00am - 3:00pm	
# of hours	3	1	2	10	6	
# of Days per year	180	36	10	13	8	247
Total Hours (per year)	540	36	20	130	48	774

<b>COMPASS/ Summer</b>	Regular Summer Hours	Hours past 6:00 p.m.		Total
		In Service Training / Professional Development (1 hr per week)	Special Events (2 hrs per month)	
	8:00am - 6:00pm	6:00pm - 7:00pm	6:00pm - 8:00pm	
# of hours per day	10	1	2	13
# of Day per year	35	7	2	44
Total Hours (per year)	350	7	4	361

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Hours past 6:00 p.m.

	Regular Summer Hours	In Service Training / Professional Development (1 hr per week)	Special Events (2 hrs per month)	Total
<b>SONYC Summer</b>				
	8:00am - 6:00pm	6:00pm - 7:00pm	6:00pm - 8:00pm	
# of hours per day	Varies by program: 10 maximum	1	2	13
# of Days per year	20	7	2	29
Total Hours (per year)	108	7	4	119

## **EXHIBIT B – Current List of DYCD School-based**

Please see attachment C: List of COMPASS and SONYC Programs