

**INTRA-CITY MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW YORK
CITY DEPARTMENT OF EDUCATION and THE NEW YORK
CITY DEPARTMENT OF PARKS AND RECREATION**

INTRA-CITY MEMORANDUM OF UNDERSTANDING (MOU) dated March 16, 2014, between the New York City Department of Education ("DOE"), having its principal office located at 335 Adams St. 28th Floor Brooklyn, NY 11201 and the New York City Department of Parks and Recreation ("DPR"), having a principal place of business at The Arsenal, Central Park, 830 Fifth Avenue, New York, NY 10065.

WITNESSETH

WHEREAS, since 2004, DPR has operated "Swim to Safety," a DOE funded program for elementary school children at DPR Recreation Centers with indoor pools (now known as the "Learn to Swim" program); and

WHEREAS, the Learn to Swim program is designed to expand the number of sessions that teaches elementary school students to swim during the school year, Winter and Spring recesses; and

WHEREAS, DOE has agreed to continue to provide funding to reimburse DPR for expenses associated with the Learn to Swim program, particularly in neighborhoods nearest to the selected New York City recreation centers in accordance with the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and, agreements contained herein, the parties agree as follows:

**TERM, SCOPE OF SERVICES, FINANCIAL PROVISIONS,
OTHER SPECIFICATIONS**

1. Term of Agreement

The term of this Agreement shall be from September 1, 2014 through June 30, 2017 ("Term") unless sooner terminated in accordance with the provisions set forth in this Agreement. The parties to this Agreement may renew this Agreement in writing for a period or periods of up to an additional three (3) years, subject to mutual agreement of the parties to renew and the availability of funds.

2. Scope of Services

- a. DPR shall use the funding provided by DOE as set forth in Section 3 herein below to support and expand the Learn to Swim program, particularly at six targeted Recreation Centers with indoor pools throughout the City. Learn to Swim will offer three (3) ten-week (10-week) sessions (two (2) classes per day) to elementary age students ("Students") from designated neighboring schools, for a total of seven-hundred and fifty (750) youth per site. Students will participate in the Learn to Swim program during school operated hours

chaperoned by their classroom teacher. DOE will arrange for bus transportation via the Office of Pupil Transportation, unless the Recreation Center is in close enough proximity for the Students and teacher to safely walk.

- b. In addition, DPR will provide venue and staff in recreation and aquatics to develop a holiday camp including the Learn to Swim program ("Holiday Camp") to serve fifty (50) Students per day. The Holiday Camp will take place during winter, mid-winter and spring recess. Students will be accompanied by a classroom teacher chosen from a participating school for the Holiday Camp.
- c. DPR shall provide staffs that are certified lifeguards, certified swimming instructors, and water safety aides who shall provide direct supervision to Students from the time they arrive at the Recreation Center through the time of departure from the Learn to Swim Program and the Holiday Camp.
- d. All DPR employees, staff, and independent contractors who are engaged in the performance of this MOU shall obtain the DOE security clearance requirements administered by DOE including, but not limited, to fingerprint checks.
- e. DPR shall provide DOE with a Status Report for each program site prior to the beginning of each season with participating school DBNs, number of participating students, and other relevant programmatic information, as needed (e.g., attendance), as well as a year-end report in June.

3. Funds

- a. DOE shall reimburse DPR for the services set forth in the proposed budget as detailed in Annex A (Section 2) for a total NOT to EXCEED \$418,305.00 for each of the parties' fiscal years ending June 30, 2015, 2016, and 2017 from its expense budget via intra-city transfer.
- b. DPR shall remit to DOE an invoice for services, activities, staffing and administrative costs in accordance with the proposed budget set forth in Annex A (Section 2).
- c. DPR expects to spend up to \$101,700.00 from its expense budget to provide the services set forth in Annex A (Section 2) for each of the parties' fiscal years ending June 30, 2015, 2016, and 2017.

4. Miscellaneous

- a. Confidentiality of Information

All personally identifiable Student, teacher and staff information obtained by or furnished to DPR by DOE, and all reports and studies containing such information prepared or assembled by DPR, are to be kept strictly confidential by DPR and shall not be provided or disclosed to any third party without the express written permission of the Chancellor or his designee except as required by New York City, New York State or federal rules, laws and regulations, including but not limited to the

Freedom of Information Law. DPR shall limit access to such material in its control to those of its employees performing services pursuant to this MOU strictly on a need to know basis. DPR shall restrict its use of the information to its performance under this MOU and shall return all such material to DOE upon the completion of Services hereinb. Consent Forms

The DOE shall obtain the written consent of a parent or guardian of all Students participating in the Learn to swim program and Holiday Camp.

c. Retention of Records

DPR agrees to maintain for six years from the termination of this MOU copies of all financial and work reports, evaluation surveys and audits which reflect the services rendered hereunder and fiscal accountability of all monies appropriated and spent thereby, make copies thereof available, and submit such copies to DOE upon request.

d. No Assignment. Subcontracting. or Other

DPR shall not assign, subcontract, transfer, and convey, this Agreement, in whole or part without the prior, express, written consent of DOE. Any such assignment, subcontract, transfer or conveyance or other disposition of this MOU without proper DOE consent shall be void.

e. Modification

No modification, amendment, waiver, or release of any provision of this MOU shall be valid or binding, for any purpose, unless in writing and duly executed by the parties.

f. Merger

This MOU contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this MOU, shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

g. Termination

Either party may terminate this MOU, in whole or in part with fifteen (15) days written notice to the other party. DPR shall return any unspent funds upon the termination of this MOU within thirty (30) days of termination. DPR shall not incur or pay any further obligations pursuant to this MOU beyond the termination date. Any obligation necessarily incurred by DPR on account of this MOU prior to receipt of notice of termination and falling due after termination shall be paid in accordance with the terms of this Agreement.

h. Notices

All notices and requests hereunder by either party shall be in writing and, except as otherwise specified in this Agreement, directed to the address of the parties as follows:

NYC Dept. of Parks and Recreation
830 Fifth Ave.
New York, NY 10065
Attention: Robert Garafola
Deputy Commissioner for
Management, Budget and Public
Programs

New York City Department of
Education,
335 Adams St. 28th Floor
Brooklyn, NY 11201
Attention: Lindsey Harr

IN WITNESS WHEREOF, the parties hereto have executed this Intra-City Agreement on the
dates appearing below their respective signatures.

NEW YORK CITY DEPARTMENT OF
EDUCATION

By: Lindsey Harr
(Signature)
Name: Lindsey Harr
Title: Exec. Director, NYC DOE, OSWP
Date: 4-20-15

NEW YORK CITY DEPARTMENT OF
PARKS AND RECREATION

By: Robert L. Garafola
(Signature)
Name:
Title:
Date: Robert L. Garafola
Deputy Commissioner
March 30, 2015

ANNEX A

SCOPE OF SERVICES AND BUDGET ALLOCATIONS

PROPOSED SITES- Section 1*:

Hansborough Parks Recreation Center	MANHATTAN
St. John's Parks Recreation Center	BROOKLYN
Metropolitan Parks Recreation Center	BROOKLYN
Brownsville Parks recreation Center	BROOKLYN
Roy Wilkins Parks Recreation Center	QUEENS
St. Mary's Parks Recreation Center	BRONX

PROPOSED BUDGET- Section 2: 6 SITES

LEARN TO SWIM PROPOSED BUDGET				DOE	PARKS
PERSONNEL	Staff#	Per Hour	Cost Per Site		
Swimming Instructors	3	\$18	\$48,600	\$291,600	
Aquatics Aides	1	\$10	\$9,000	\$54,000	
Lifeguards	1	\$18	\$16,950		\$101,700
Recreation Staff	3	\$13	\$4,680	\$28,080	
OTPS					
Equipment Cost per Site			\$1,000	\$6,000	
Administrative Cost @ 10%				\$38,625	
Grand Total of Direct Cost to DOE to be reimbursed to Parks and Direct Cost that shall be expended by DPR.				\$418,305	\$101,700

Notes: * Sites subject to change