

**ANTI-AGEISM INITIATIVE
MEMORANDUM OF UNDERSTANDING
-between-**

**THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION
-and-**

**THE CITY OF NEW YORK
DEPARTMENT FOR THE AGING**

This Memorandum of Understanding ("MOU"), effective as of January 1, 2025 (the "Effective Date"), is made by and between the New York City Department of Education ("DOE"), having an office at 52 Chambers Street, New York, NY 10007, and the New York City Department for the Aging ("NYC Aging"), having an office at 2 Lafayette Street, New York, NY 10007. DOE and NYC Aging are individually referred to as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, DOE is a member of the Cabinet for Older New Yorkers ("Cabinet"), an inter-agency collaborative established to realize and institutionalize an age-inclusive New York City through structural, legislative, and systemic solutions;

WHEREAS, member agencies of the Cabinet are tasked with identifying initiatives that will incorporate an age-inclusive lens into their operations ("Initiatives"), and DOE in partnership with NYC Aging identified and created a pilot project that introduced an Anti-Ageism Resource Guide to thirteen (13) DOE high school classrooms in South Brooklyn, with DOE acting as the Cabinet Agency Lead for this project and NYC Aging acting as a Co-Lead;

WHEREAS, NYC Aging, with input and commitment from DOE, applied for and received a grant from Next50, a Colorado non-profit corporation (the "Next50 Grant"), to continue and scale up the DOE Anti-Ageism Resource Guide pilot project ("Anti-Ageism Initiative");

WHEREAS, DOE has agreed to partner with NYC Aging to implement the Anti-Ageism Initiative outlined in the Next50 Grant, which includes DOE teachers facilitating the Anti-Ageism Resource Guide working with students in classrooms identified and designated by DOE, as well as participating in professional development and evaluation activities; and

WHEREAS, NYC Aging will transfer funds to DOE to disburse as per session payments to DOE participating teachers, Assistant Principals, social workers, and guidance counselors ("Per-Session Payments") for their participation in Anti-Ageism Initiative activities that will take place during out-of-school hours, pursuant to the Next50 Grant terms, this MOU, and DOE internal rules and procedures.

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NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

Article 1. TERM AND TERMINATION

- A. The term of this MOU is the period from January 1, 2025 through December 31, 2027, unless sooner terminated pursuant to the terms of this MOU.
- B. Either Party may terminate this MOU without cause (a) upon 30 (30) days written notice to the other Party, or (b) immediately by mutual written consent of the Parties.

Article 2. SCOPE OF SERVICES – DOE

- A. During the Term, DOE shall, either directly or indirectly through funded contractors, provide the following services for the Anti-Ageism Initiative:

- 1. *Resource Guide Implementation:* DOE shall provide a list of schools and DOE Staff designated to incorporate the Anti-Ageism Resource Guide into their curricula, afterschool programs, or other school-wide programs/activities. DOE will be responsible for providing outreach to the School Districts in order to identify new schools and DOE Staff who will participate in the Anti-Ageism Initiative, which may include service-learning projects. The number of schools designated shall increase during each year of the Term, as outlined herein:

- a. **School Year 1, January 2025 through June 2025:** Minimum of 20 schools;
- b. **School Year 2, September 2025 through June 2026:** Minimum of 30 schools;
- c. **School Year 3, September 2026 through June 2027:** Minimum of 30 schools;
and
- d. **School Year 4, September 2027 through December 2027:** Minimum of 10 schools.

- 2. *After-School Activities:* The Anti-Ageism Initiative requires DOE Staff designated by DOE to implement the Anti-Ageism Initiative to participate in several activities during after-school hours, including: professional development training; evaluation activities; and a culminating event at the end of each academic year. DOE will: (a) transfer Per-Session Payments to teachers as invoiced work pursuant to its internal rules and procedures for participation in such activities as described in Article 3 below; and (b) timely provide to NYC Aging all information necessary for compliance with data reporting terms of the Next50 Grant.

- B. DOE acknowledges that an evaluation of the Anti-Ageism Initiative is planned and expected to be conducted by NYC Aging and NYAM with data being collected at a minimum two times per year based on when a school/teacher begin to participate. DOE

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agrees to cooperatively work with NYC Aging, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation. Notwithstanding this, any such evaluation activities and data collection shall be subject to the review and approval of the DOE Institutional Review Board ("IRB") and shall be in conformity with DOE's data collection and privacy policies.

Article 3. SCOPE OF SERVICES – NYC AGING

During the Term, NYC Aging shall, either directly or indirectly through funded contractors, provide the following services for the Anti-Ageism Initiative:

- A. Designate a project liaison to facilitate collaboration between the Parties.
- B. Develop and provide three professional development sessions per academic year for DOE Staff.
- C. Provide ongoing programmatic implementation support and technical assistance throughout the academic year.
- D. Collaborate and oversee evaluation activities to be developed with and administered by NYAM.
- E. After School Activities:
 - 1. *Professional Development:* NYC Aging shall provide, either directly or through funded contractors, three (3) professional development sessions per academic year to DOE Staff participating in the Anti-Ageism Initiative during after-school hours throughout the Term of the MOU;
 - 2. *Evaluation Activities:* NYC Aging, in collaboration with its grant partner, the New York Academy of Medicine ("NYAM"), will conduct evaluation activities of the Anti-Ageism Initiative throughout the Term of the MOU, for which DOE Staff will receive Per-Session Payments for attendance. DOE shall maintain and share with NYC Aging records of DOE Staff attendance at professional development sessions. Any such evaluation activities and data collection shall be subject to the review and approval of the DOE Institutional Review Board ("IRB") and shall be in conformity with DOE's data collection and privacy policies.
 - 3. *Next50 Grant Culminating Event:* NYC Aging, in partnership with DOE, shall organize a culminating event at the end of each academic year, for which DOE Staff will receive Per-Session Payments for attendance and DOE Cabinet leadership will be in attendance. DOE shall maintain and share with NYC Aging records of DOE Staff attendance at the Next50 Grant culminating event each year.
- F. Ensure compliance with the terms of the Next50 Grant.

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Article 4. SCOPE OF SERVICES – SHARED RESPONSIBILITIES

During the Term, the Parties shall be, either directly or indirectly through funded contractors, share responsibility to provide the following services for the Anti-Ageism Initiative:

- A. Both Parties will exchange, and as necessary periodically update, the names and contact information of their respective staff members (teachers, Assistant Principals, social workers, and/or guidance counselors) working on the Anti-Ageism Initiative (“DOE Staff”). Such information shall identify each staff person’s area of responsibility with respect to the Anti-Ageism Initiative.
- B. Twice a semester, the Parties will collaborate to provide to NYC Aging updates on staff that are participating in the Initiative.

Article 5. TERMS OF PAYMENT

- A. DOE shall be responsible for the costs of administering the Anti-Ageism Initiative services, if applicable, as outlined above in Article 2, with the exception of the costs associated with Article 2, Section (A)(3), which shall be reimbursed by NYC Aging as follows:
 - 1. During the Term, NYC Aging shall reimburse DOE up to an amount not to exceed twenty nine thousand three hundred forty nine dollars (\$29,349) for all services provided, as outlined in Article 2(A)(3), during the Term on a cost-reimbursement basis, in accordance with Next50 Grant terms and the line-item budget, which is attached hereto as **Appendix A, Line Item Budget**, as follows:
 - a. During the period beginning January 1, 2025, and ending June 30, 2025, NYC Aging shall reimburse DOE an amount not to exceed **\$4,510** for Per-Session Payments, which shall include \$4,130 for Teachers, \$124 for Assistant Principals, and \$256 for Social Workers;
 - b. During the period beginning July 1, 2025, and ending December 31, 2025, NYC Aging shall reimburse DOE an amount not to exceed **\$6,987** for Per-Session Payments, which shall include \$6,405 for Teachers, \$186 for Assistant Principals, and \$396 for Social Workers;
 - c. During the period beginning January 1, 2026, and ending June 30, 2026, NYC Aging shall reimburse DOE an amount not to exceed **\$3,422** for Per-Session Payments, which shall include \$3,050 for Teachers, \$128 for Assistant Principals, and \$264 for Social Workers;
 - d. During the period beginning July 1, 2026, and ending December 31, 2026, NYC Aging shall reimburse DOE an amount not to exceed **\$5,400** for Per-Session Payments, which shall include \$4,800 for Teachers, \$192 for Assistant Principals, and \$408 for Social Workers;

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- e. During the period beginning January 1, 2027, and ending June 30, 2027, NYC Aging shall reimburse DOE an amount not to exceed **\$3,604** for Per-Session Payments, which shall include \$3,200 for Teachers, \$132 for Assistant Principals, and \$272 for Social Workers;
 - f. During the period beginning July 1, 2027, and ending December 31, 2027, NYC Aging shall reimburse DOE an amount not to exceed **\$5,406** for Per-Session Payments, which shall include \$4,800 for Teachers, \$198 for Assistant Principals, and \$408 for Social Workers.
2. The Next50 Grant is awarded in calendar years ("Grant Years") but will be disbursed by NYC Aging in accordance with City fiscal years ("Fiscal Year"). On May 15, 2025, or as soon thereafter as practicable, NYC Aging will transfer \$4,510 from its expense budget, via an interagency budget modification ("IC Budget Modification") to DOE as an initial IC Budget Modification for Fiscal Year 2025. The subsequent IC Budget Modifications will be transferred as follows:
 - a. On July 15, 2025, or as soon thereafter as practicable, NYC Aging will transfer \$10,429 to DOE as an IC Budget Modification for Fiscal Year 2026;
 - b. On July 15, 2026, or as soon thereafter as practicable, NYC Aging will transfer \$9,004 to DOE as an IC Budget Modification for Fiscal Year 2027; and
 - c. On July 15, 2027, or as soon thereafter as practicable, NYC Aging will transfer \$5,406 to DOE as an IC Budget Modification for Fiscal Year 2028.
3. The maximum amounts to be reimbursed under this MOU are based on NYC Aging paying DOE for Per-Session Payments at the rates determined by DOE. The MOU may be amended to reflect changes in rates listed herein.
4. DOE shall only be entitled to reimbursement for the number of Teachers, Assistant Principals, guidance counselors and social workers who actually participate in After-School Activities designated by the Anti-Ageism Initiative who have complied with the DOE protocols for participation and eligibility for Per Session in accordance with the terms of this MOU, including the line-item budget attached herein.
5. DOE shall submit invoices within thirty (30) business days following the Professional Development session to NYC Aging's Director of Mental Health Initiatives, in the form of an intra-City invoice (i.e., "ETC"). The invoice must list the expenditures made (i.e., Per-Session Payments issued) by DOE. Invoices submitted over thirty (30) days following a Professional Development session are considered late and may result in a delay in processing.
6. NYC Aging will make payments to DOE via the intra-City payment process for appropriately submitted invoices.

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7. DOE shall provide financial reporting of actual expenditures at the end of each fiscal year to NYC Aging's Director of Mental Health Initiatives. Any unspent funds remaining at the end of the term shall be returned to NYC Aging.
 8. This MOU is funded in whole or in part by funds secured by NYC Aging from the Next50 foundation and is subject to the availability of such funds. Should there be a reduction or discontinuance of such funds by action of Next50, NYC Aging shall, subject to the terms of Article 1, above, in its sole discretion, have the right to terminate this MOU, or to reduce the funding and the corresponding level of services caused by such action of Next50. NYC Aging shall also have the right to reduce the total funding level if there is a reduction in the number of Teachers and/or Assistant Principals eligible to participate in the Anti-Ageism Initiative after-school activities. For clarity, the rates for Per-Session Payments paid to Teachers and Assistant Principals, as listed in Article 4(A) above, shall not be affected by any such reduction. This MOU shall not obligate NYC Aging beyond the dollar amount designated in the absence of a duly executed written amendment to this MOU by each of the Parties.
- B. In addition to funding transferred to DOE as references in Article 4(A) above, NYC Aging shall administer the remaining Next50 Grant funds.
- C. The Parties agree that no costs shall be incurred, and neither Party shall pay any money to the other in relation to the MOU, beyond those outlined in this Article 6.

Article 6. COMPLIANCE WITH LAW: GOVERNING LAW

- A. The services rendered under this MOU shall be performed in accordance with the applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered, including, without limitation, the Civil Rights Act of 1964, as amended by Executive Order 1 1246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, and 45 CFR 85.
- B. By entering into this MOU, NYC Aging affirms that its Agency Privacy Officer has reviewed this Agreement and determined that any disclosure by it of identifying information, as defined by Local Laws 245 and 247 of 2017, is routine. NYC Aging further affirms that it will seek review and approval from the City Chief Privacy Officer for any non-routine disclosure of identifying information, where necessary.
- C. Pursuant to Local Law 140 of 2011, the Parties understand that this MOU may be posted on NYC.gov within thirty (30) days of execution.
- D. This MOU shall be governed by and construed in accordance with the laws of the State of New York. No provision of this MOU restricts or will restrict the Parties from their individual or joint cooperation with any officer or elected official of the State or City of New York or from performing their respective duties under any law, rule or regulations,

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such as Article 6 of the Public Officers Law of the State of New York and its relevant regulations or abiding by the terms of any court subpoena or court order.

Article 7. NOTICES AND COMMUNICATIONS

All notices shall be made in writing to the following individuals:

If to DOE:

New York City Department of Education
Jermaine Robinson, Chief of Staff, Office of First Deputy Chancellor
52 Chambers Street, Room 320
New York, NY 10007
JRobinson36@schools.nyc.gov

If to NYC Aging:

New York City Department for the Aging
Tobi Abramson, Director of Mental Health Initiatives, Office of Mental Health Initiatives
2 Lafayette Street, 2nd Floor
New York, NY 10007
TAbramson@aging.nyc.gov

With a copy to:

Office of General Counsel
2 Lafayette Street, 7th Floor
New York, NY 10007
Attn: Penney Vachirapapun, General Counsel
PVachirapapun@aging.nyc.gov

Article 8. RETENTION OF RECORDS

The Parties and their contractors shall retain all books, records, and other documentation relevant to this MOU for a period of six (6) years after the final payment or termination of the MOU, whichever is later. Any city, state, and federal auditors and any other persons duly authorized by either Party shall, with reasonable notice to the other Party, have full access to and right to examine any of said materials during said period.

Article 9. MISCELLANEOUS

- A. This MOU may be modified upon mutual agreement of the Parties as set forth in writing signed by the Parties. It may not be modified orally.
- B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-

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enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.

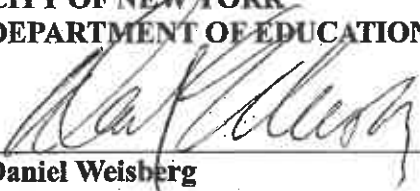
- C. This MOU contains all terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.
- D. This MOU may be executed in any number of electronic counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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IN WITNESS WHEREOF, the Parties have duly executed this MOU as of the date first above written.

**CITY OF NEW YORK
DEPARTMENT OF EDUCATION**


**Daniel Weisberg
First Deputy Chancellor**

6/20/25
Date

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DEPARTMENT OF EDUCATION**

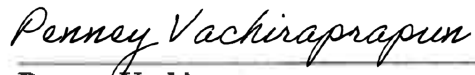
Signed by:

**Seritta Scott
Chief Financial Officer**

7/3/2025

Date

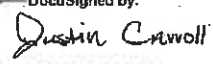
**CITY OF NEW YORK
DEPARTMENT FOR THE AGING**


**Penney Vachirapapun
General Counsel**

7/7/2025

Date

**Justin Carroll
Department of Education
Associate Counsel (Commercial Unit)
As to Legal Sufficiency**

DocuSigned by:

Signature

June 20, 2025

Date

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Appendix A Line-Item Budget

Grant Year 1

School Year	Grant YR 1	Personnel	Number of Staff	# Sessions	Rate	Total Cost for Per Session Rate
2024-2025	FY 25 Jan-June 2025	Teachers	35	2	\$59	\$4,130
		Assistant Principals	1	2	\$62	\$124
		Social Workers	2	2	\$64	\$256
	Grant Year 1 FY 25					\$4,510
2025-2026	FY 26 July-December 2025	Teachers	35	3	\$61	\$6,405
		Assistant Principals	1	3	\$62	\$186
		Social Workers	2	3	\$66	\$396
Grant Year 1 FY 26					\$6,987	
Total Grant YR 1 Total					\$11,497	

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Grant Year 2

School Year	Grant YR 2	Personnel	Number of Staff	# Sessions	Rate	Total Cost for Per Session Rate
2025-2026	FY 26 Jan-June 2026	Teachers	25	2	\$61	\$3,050.00
		Assistant Principals	1	2	\$64	\$128.00
		Social Workers	2	2	\$66	\$264
					Grant Year 2 FY 26	\$3,442.00
2026-2027	FY 27 July-December 2026	Teachers	25	3	\$64	\$4,800.00
		Assistant Principals	1	3	\$64	\$192.00
		Social Workers	2	3	\$68	\$408
					Grant Year 2 FY 27	\$5,400
					Total Grant YR 2 Total	\$8,842

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Grant Year 3

School Year	Grant YR 3	Personnel	Number of Staff	# Sessions	Rate	Total Cost for Per Session Rate
2026-2027	FY 27 Jan-June 2027	Teachers	25	2	\$64	\$3,200.00
		Assistant Principals	1	2	\$66	\$132.00
		Social Workers	2	2	\$68	\$272
	Grant Year 3 FY 27					\$3,604
2027-2028	FY 28 July-December 2027	Teachers	25	3	\$64	\$4,800.00
		Assistant Principals	1	3	\$66	\$198.00
		Social Workers	2	3	\$68	\$408
Grant Year 3 FY 28					\$5,406	
Total Grant YR 3 Total					\$9,010	