



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

EXECUTIVE DEPUTY COMMISSIONER
(518) 473-8381
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July 3, 2012

Ms. Joan Lucariello
CUNY University Dean for Education
535 East 80th Street
New York, NY 10075

Dear Ms. Lucariello:

Enclosed for signature are two copies of a Memorandum of Understanding (MOU) between the New York State Education Department and the City University of New York. The purpose of the MOU is to support professional development activities to implement the new Teacher and School Building Leader certification requirements.

Please return one original signed copy of the MOU to:

Anne Campbell
Bureau of Fiscal Management
New York State Education Department
Room 410 EB
89 Washington Ave
Albany, New York 12234

If you have questions about this MOU, please contact John D'Agati, Deputy Commissioner for Higher Education at 518-486-3633.

Sincerely,


Valerie Grey

Enclosure

c: John D'Agati
bc: Peg Rivers
Bureau of Budget Coordination
Bureau of Fiscal Management
Office of Counsel

MEMORANDUM OF UNDERSTANDING
Between the City University of New York
AND
The New York State Education Department (SED)

This **MEMORANDUM OF UNDERSTANDING (MOU)** between the City University of New York (CUNY), having its principal office located at 535 East 80th Street, New York, New York 10075 and the New York State Education Department (SED), having its principal office located at 89 Washington Avenue, Albany, New York 12234 (each individually, a “Party,” and collectively, the “Parties”).

WITNESSETH

WHEREAS, the New York State Education Department (SED) applied for and received federal funds from the United States Department of Education through the Race to the Top (RttT) competitive grant;

WHEREAS, one of the goals contained in SED's application for the grant is to support activities for teacher and school building leader education program deans, department chairs, faculty members (full and part-time), program directors/coordinators, mentors/supervisors, and their respective colleagues in the Colleges of Arts as we implement new teacher and leader certification requirements, Common Core Learning Standards, data driven instruction and annual professional performance reviews.

WHEREAS, SED and CUNY desire to work cooperatively to support professional development activities for CUNY faculty and staff as SED prepares to implement the new Teacher and School Building Leader certification requirements;

NOW, THEREFORE, in recognition of the foregoing, the parties hereto agree as follows:

SED Obligations

1. SED agrees to:

1. (a) The total budget for this MOU is \$3,500,000. Following the execution of this agreement, SED shall transfer to CUNY a sub-allocation of \$1,695,381 for project period one (project period one will run from 7/1/2012 through 6/30/2013) and \$1,804,619 on 7/1/2013 for project period two (project period two will run from 7/1/2013 through 9/23/2014). Sub-allocations will be processed via inter-unit budget transfer in accordance with the Statewide Financial System procedures and State Finance Law. The Research Foundation of CUNY, acting as CUNY's fiscal agent for this grant, will provide quarterly expenditure reports to both CUNY and SED. SED upon receipt of these reports shall review and either approve or request additional information within 10 business days of receipt. Subsequent to the review and approval of these reports by SED for conformance with the annual budget document, CUNY shall proceed with payment to the Research Foundation for the approved amount. At the end of the project period, CUNY shall return any unused funds to SED through an inter-unit budget transfer.

(b) take financial responsibility for any disallowance or deferral resulting from an audit under this MOU and/or Federal and State regulations and statute, except as set forth in Section 2, paragraph (d), in the event such disallowance or deferral arises from SED's responsibilities under this MOU and/or Federal and State regulations and statutes.

CUNY Obligations

2. CUNY agrees to:

- (a) follow the scope of work plan, including the programs, activities and services outlined in Appendix A.
- (b) submit final reports for the program contained in this MOU within 120 days of the close of the program.
- (c) through the Research Foundation, submit reports to SED on quarterly basis that identifies disbursements eligible under this agreement and describes progress towards programmatic goals outlined in Appendix A. Expenditures in excess of those permitted by applicable Federal and State laws and regulations shall be subject to audit adjustment and recovery.
- (d) take financial responsibility for any disallowance or deferral resulting from an audit arising under this MOU and/or Federal and State regulations and statutes, except as set forth in Section 1, paragraph (b), in the event such disallowance or deferral arises from CUNY's disbursement of funds inconsistent with its responsibilities under this MOU and/or Federal and State regulations and statutes.
- (e) limit administrative costs for the program to the percentages identified in the project budget.

3. This agreement shall consist of:

- i. This MOU
- ii. Appendix A
- iii. Budget

4. Hierarchy of Precedent:

In the event of a conflict of interpretation between the parties, the order of the following documents shall prevail:

- i. This MOU
- ii. Appendix A
- iii. Budget

5. Termination

(a) In the event it is determined by SED that Federal funds are unavailable for the purposes of this MOU whether because of a reduction in Federal funding or a change in the Federal program, then SED will be obligated as follows:

SED shall terminate this MOU by notifying CUNY in writing immediately and the MOU shall terminate within ninety days after delivery of such written notification. Initially, such notice may be oral, but shall be followed immediately by written notice. In that event, SED shall be obligated to fund CUNY only for the allowable expenditures made and permissible obligations incurred by CUNY prior to receipt of written notice and for the ninety day period after receipt by CUNY of such written notice of termination or until such time Federal funds become unavailable, whichever shall occur last. During the ninety-day period following receipt of said notice, no new obligations shall be incurred, and no activities for the program contained in this MOU shall be carried out, except for activities required to close out the program in an orderly manner consistent with legal obligations.

(b) In addition to termination as provided above, either Party may terminate this MOU effective on June 30, 2013 or January 1, 2014 by providing ninety-day written notice of termination to the other Party. During the ninety day period following receipt of said notice, no new obligations shall be incurred, and no activities for the program contained in this MOU shall be carried out, except for activities required to close out the program in an orderly manner consistent with legal obligations.

6. Term

The term of this MOU shall begin on May 1, 2012 and will continue until June 30, 2014 or terminated in accordance with Section 5 of this MOU. The total amount of Federal funds available shall not exceed \$3,500,000.

7. This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.
8. Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally or by registered mail return receipt requested addressed as follows:

To CUNY:

Joan Lucariello
CUNY University Dean for Education
535 East 80th Street
New York, NY 10075

Fiscal Matters:
Director of Grants and Contracts
The Research Foundation of the City University of
New York
230 West 41st Street
New York, NY 10036

To SED:

John D'Agati
Deputy Commissioner for Higher Education
New York State Education Department
89 Washington Avenue
Albany, New York 12234

or to such other address as may be hereafter designated by notice. All notices become effective only when received by the addressee.

9. Cooperation

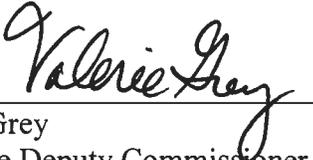
(a) SED and CUNY will preserve and make available to officials, including auditors employed or retained by SED or CUNY, their authorized representatives and appropriate officials of the Federal government, for a period of six years after its submission of its final expenditure report of funds provided under this MOU, all records related to CUNY's and CUNY's subcontractors' performance under this MOU. Records involving litigation shall be kept for a period of six years following the termination of the matter in litigation in which the funds were used. Electronic storage of such records and documents may be substituted for the originals.

(b) SED will provide CUNY with appropriate information, notice, and upon the parties' mutual agreement, expert advice and assistance pertaining to State and Federal regulations, which bear on fiscal administration of the program to help assure program compliance with all regulations and minimize occasions for disallowances.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

New York State Education Department

City University of New York



Valerie Grey
Executive Deputy Commissioner

Frederick P. Schaffer
General Counsel & Senior Vice Chancellor for
Legal Affairs

7/3/12

Date

Date

| | FY 2013 | | | FY 2014 | | | Total 2013-2014 | |
|--|----------|---------------------|-------------------|---------------------|----------|---------------------|--------------------|---------------------|
| | HC | PS | OTPS | TOTAL | HC | PS | | OTPS |
| Planning, Orientation, Central Coordination | | | | | | | | |
| Project Director- Salary | 1 | \$ 85,000 | \$ - | \$ 85,000 | 1 | \$ 85,000 | \$ - | \$ 85,000 |
| Project Director- Benefits @ 38% | - | 32,300 | - | 32,300 | - | 32,300 | - | 32,300 |
| Project Director - Equipment and Supplies | - | - | 7,000 | 7,000 | - | - | 3,000 | 3,000 |
| Planning Meetings, Conferences, & Misc. OTPS | - | - | 18,594 | 18,594 | - | - | 14,500 | 14,500 |
| SUBTOTAL PLANNING, ORIENTATION, CENTRAL COORDINATION | 1 | \$ 117,300 | \$ 25,594 | \$ 142,894 | 1 | \$ 117,300 | \$ 17,500 | \$ 134,800 |
| Activities related to Clinical Skills, Assessment, Data-Driven Instr | | | | | | | | |
| Teacher Supervision Certification Program - NYC DOE | | \$ - | \$ - | \$ - | | \$ - | \$ - | \$ - |
| Teacher Supervision Certification Program - NYC DOE | | \$ 317,800 | \$ - | \$ 317,800 | | \$ 326,550 | \$ - | \$ 644,350 |
| Teacher Supervision Certification Program - CUNY (Assumes 150 faculty per year for 20 hours in the first year, 175 faculty for 20 hrs in the second yr) | | 180,000 | - | 180,000 | | 210,000 | - | 390,000 |
| Field Supervision Visits of CUNY Grads (800 visits (i.e. 400 grads visited twice per year) @ 2 hrs @ \$70/hr) | | 112,000 | - | 112,000 | | 112,000 | - | 224,000 |
| Part Time B Fringe | | 10,640 | - | 10,640 | | 10,640 | - | 21,280 |
| Campus Teams of University and K-12 School Personnel-Adjunct Faculty to Create Release Time for One CUNY Faculty Team Leader on each Campus (6 credits per Semester on 6 campuses, 3 credits per semester on 2 campuses, 3 credits/year on 1 campus @ \$1100 per credit) | | 95,700 | - | 95,700 | | 95,700 | - | 191,400 |
| Part Time B Fringe | | 9,092 | - | 9,092 | | 9,092 | - | 18,183 |
| Campus Teams: CUNY Faculty Team Members (12 faculty @ 3 campuses, 6 faculty @ 3 campuses, 3 faculty @ 2 campuses, 1 faculty @ 1 campus @ \$1500 stipend per year) | | 91,500 | - | 91,500 | | 91,500 | - | 183,000 |
| Part Time B Fringe | | 8,693 | - | 8,693 | | 8,693 | - | 17,385 |
| Campus Teams: DOE Teacher and/or Building Leader Team Members (2 @ 6 campuses; 1 @ 3 campuses, 40 hrs @ \$42/hr) | | 25,200 | - | 25,200 | | 25,200 | - | 50,400 |
| Part Time B Fringe | | 2,394 | - | 2,394 | | 2,394 | - | 4,788 |
| Campus Preparation for Program Activity & New Certifications | | 270,000 | 180,000 | 450,000 | | 270,000 | 180,000 | 450,000 |
| SUBTOTAL CLINICAL SKILLS, ASSESS. & DATA-DRIVEN INSTR ACTIVITIES | - | \$ 805,218 | \$ 497,800 | \$ 1,303,018 | - | \$ 835,218 | \$ 506,550 | \$ 1,341,768 |
| Activities on College Readiness: CUNY Course Align & Redesign | | | | | | | | |
| College Readiness Asst - 1.5 years | 1 | \$ 35,000 | \$ - | \$ 35,000 | 1 | \$ 70,000 | \$ - | \$ 70,000 |
| College Readiness Asst- Benefits @ 38% | - | 13,300 | - | 13,300 | - | 26,600 | - | 26,600 |
| College Readiness - Equipment and Supplies | - | - | 5,500 | 5,500 | - | - | 3,000 | 3,000 |
| Orientation and Team Meetings | - | - | 2,000 | 2,000 | - | - | 4,000 | 4,000 |
| Faculty Compensation | | 33,750 | - | 33,750 | | 42,750 | - | 42,750 |
| Facilitator Compensation | | 20,000 | - | 20,000 | | 26,000 | - | 26,000 |
| Teacher Compensation | | 31,500 | - | 31,500 | | 39,900 | - | 39,900 |
| Part Time B Fringe for Faculty, Facilitators, & Teachers | | 8,099 | - | 8,099 | | 10,322 | - | 10,322 |
| SUBTOTAL COLLEGE READINESS ACTIVITIES | 1 | \$ 133,550 | \$ 7,500 | \$ 141,050 | 1 | \$ 205,250 | \$ 7,000 | \$ 212,250 |
| RESEARCH FOUNDATION - DIRECT COSTS | | | | | | | | |
| PLUS: RF FEE @ 7.25% PS & 6% OTPS | 2 | \$ 1,056,068 | \$ 530,894 | \$ 1,586,962 | 2 | \$ 1,157,768 | \$ 531,050 | \$ 1,688,818 |
| GRANT TOTAL | 2 | \$ 1,132,633 | \$ 562,748 | \$ 1,695,381 | 2 | \$ 1,241,706 | \$ 562,913 | \$ 1,804,619 |
| | | | | | | | | \$ 3,500,000 |

Appendix A – CUNY Work Plan

I. **2-3 Day Launch Conference (Sept.) to re-envision preparation and clinical experience across CUNY-DOE, aligned to ongoing teacher effectiveness work. This conference will be organized by CUNY.**

One major topic to be addressed is defining coherence across multiple assessment systems, which includes New York City's Teacher Effectiveness Project (TEP) for in-service teachers, the Teacher Performance Assessment (TPA) adopted by NYS to assess candidates for initial certification, and accreditation assessments, particularly NCATE's Program Standards/Specialized Professional Association (SPA) standards. The NYCDOE has been piloting a teacher evaluation and development model that draws on Danielson's *Framework for Teaching* to assess teacher practice and identify areas for further development (TEP). Recently, NYSED adopted the Teacher Performance Assessment (TPA) to assess candidates for initial certification. The TPA includes content specific rubrics that may not align directly to the Danielson *Framework*. Additionally, for NCATE accreditation, teacher preparation programs must also address SPA standards. In an effort to build greater coherence between pre and in-service experiences, and also to effectively address the issue that alternative certification candidates will experience both assessment systems, education faculty will need to integrate all three systems as they design curricula that prepare candidates to obtain certification and be successful as teachers in New York City's schools (while at the same time securing accreditation for their programs).

Also, to be discussed in this launch conference is the integration of the Common Core State Standards (CCSS) into the university curriculum and into pre-service and in-service teacher assessments/evaluations.

A launch conference of the major stakeholders is necessary to discuss and address these issues. Stakeholders to be invited to this launch include:

- CUNY Education Deans and Chairs
- Dept Chairs and Heads of Major Programs in CUNY Ed Schools/Depts
- NYSED
- NYCDOE
- NCATE and SPAs
- Charlotte Danielson
- TPA Developers
- Pearson

Preliminary Conference Agenda:

The goal of this conference will be to identify the fruitful intersections of these assessment systems as well as gaps and tensions among and between them.

Cross-walking across these three evaluation systems will need to be conducted by all the key stakeholders (e.g., break-out groups, by some certification areas, that can analyze the 3 systems for continuity and discontinuities/gaps and how these impact teacher preparation).

Identify points of strong alignment between the three systems, as well as any gaps in assessment areas or inconsistencies in how an assessment is done from one system to another, and the dilemmas to be addressed via the curriculum (re)design initiated by this project. Establishment of a sequence of study that prepares candidates to succeed on TPA certification assessments and in their early teaching careers in New York City's public schools.

NYCDOE will provide advisors on the Danielson *Framework* and the Teacher Effectiveness Project. Campus-based teams (described below) will build on this launch conference as described below.

II. Additional Mechanisms to Prepare for new Certification Exams and Transformation of TE and school building leader preparation on each campus to accomplish the following:

- Develop courses and other preparation experiences that incorporate and synthesize expectations of three different assessment systems (TPA, TEP, SPAs).
- Redesign field experience
- Integrate course curricula with clinical experience (field experience; student-teaching)
- Examination of data by grade band and classroom levels to determine how best to integrate data-driven decision making in course work and field experiences
- Establish developmentally appropriate field expectations (i.e., what can we expect of early field participants, student teachers, and interns in early childhood, elementary, middle school, and high school settings?);
- Integration of the Common Core standards across subject areas.

A. Establish Campus Teams, of University and K-12 Faculty (campuses working with partnership schools), to Operate both Funding Yrs.

Team Structure will generally be constituted as follows:

- University Faculty Leader-Coordinator
- Lead Faculty by Major Program Area (e.g., Adolescence, Special Ed)
 - 12 university faculty for each large Ed School/Division – Queens, Hunter, Brooklyn
 - 6 university faculty each moderately sized Ed School/Dept – CCNY, Lehman, CSI
 - 3 university faculty for two smaller sized Ed Schools/Depts – York, Medgar Evers
 - 1 university faculty for smallest, specialized campus - City Tech
- One to two K-12 School Representatives – identified through partnerships between Teacher Preparation programs and local city schools. The number of K-12 representatives will vary (between 1-2) depending on the total number of faculty involved and the nature of the work undertaken by the teams.
- DOE Office of Teacher Education (OTE) Project Directors to liaison with these

university based teams.

Proposed Activities and Timeline:

Teams will be appointed in Sept-Oct '12

- Meetings throughout Fall '12 & Spring '13 semesters (14 wk semesters; 40 hrs a semester)
- Full-Week Mtg during January '13 Intersession, including one full day of professional development on Danielson *Framework for Teaching*
- Second Major Full Week Mtg at intermediate point – likely Summer 2013- to share results and plans
- Meetings throughout Fall '13 & Spring '14 semesters (as in Year 1)

Programs would be responsible for deliverables at end of funding period.

Sample Deliverables:

- Reconciliation and incorporation of 3 assessment systems in preparation experience, including a transparent charting of the skills and knowledge that graduating student-teachers would be expected to have demonstrated that aligns to the expectations for NYCDOE teachers and evidence of the integration of the TPA rubrics and the Danielson Framework for Teaching into the learning experience of teacher candidates
- Evidence of before and after curricula with changes integrating field-work and course work clearly identified.
- A transparent charting of the skills and knowledge candidates (teacher and school building leader) would be expected to have demonstrated.
- Evidence of how the Common Core standards have been integrated across subject areas;
- Instruction in the use of student and class-level data, and the integration data-driven decision making for differential instruction into course work and field experiences.
- The formative (and any summative) assessments put in place by the programs to evaluate the progress of candidates towards the goals outlined in the previous bullet.
- Evidence of how partnership schools and their cooperating teachers and administration have been brought into the re-design process, and their roles in the programs moving forward.
- Establishment of mechanisms to provide consistent and aligned feedback to student-teachers across field observers and cooperating teachers

- B. Teacher Supervisor Certification Program** to familiarize CUNY field observers and methods faculty with the in-service teacher evaluation and development system in use by NYCDOE (hence the system into which most of our graduates will be working) and to help the faculty integrate this knowledge into their work with pre-service candidates. These faculty will participate, and become certified in, the DOE's Teacher Effectiveness Pilot system. Approximately 200-400 college/university faculty and field observers will participate in professional development that is similar to that provided to K-12 Principals and Assistant Principals in selected NYCDOE networks participating in the Teacher Effectiveness Project. Providing higher ed faculty and DOE K-12 administrative staff similar professional development experiences will strengthen the continuity between preservice and inservice experiences and facilitate alignment between DOE certification of school leaders on teacher evaluation and development processes with the certification of university faculty.

The program provided to CUNY faculty will include the following elements:

1. Introduction to Using Framework for teacher development and evaluation.

In Fall semester (likely November) of each project year (once the campus teams are established), the DOE will provide an Introduction to the Danielson Framework for Teaching and to the Norming Process.

2. Online- norming - Faculty will participate in same base-line assessment as NYCDOE school leaders to determine how well normed they are on a research-based framework. The Sept conference will introduce the certification tool that faculty (and DOE supervisors) will use to deepen their proficiency and accuracy. After taking a base-line assessment, participants will continue to work with the online tool throughout the rest of the year.
3. Follow up sessions in January and May: During the full week meeting in January for Campus teams, the NYCDOE (OTE) will provide one day of follow up professional development which will continue work on norming participants to a standard and will also include sessions on providing quality, actionable feedback to teachers, and using the Framework as a developmental tool.

- C. CUNY Field-Supervisors Assigned to CUNY Graduates During their First Year of Teaching.** To extend the notion of a crosswalk among the three evaluation systems, we propose an activity that will allow CUNY faculty to participate in "backward mapping" from the Danielson evaluation framework as it is applied in NYCDOE TEP for in-service teachers to pre-service practices. Supervisors will be charged with the responsibility of conducting at least two field observations (one in the fall and a second in the spring) of each graduate and with initiating focused conversations with the building leader. The observations and conversations will allow the supervisors to pinpoint program strengths as well as areas of improvement. CUNY field supervisors will communicate regularly with the campus teams. Because they will be immersed in school settings, these teacher educators will be in an ideal position to involve

partnership schools and cooperating teachers in the curriculum redesign process being undertaken by the campus teams.

D. NYCDOE-CUNY Cooperating-Mentor Teachers Program. Provide a means for NYCDOE to share with CUNY its teacher evaluations to try and assure that teachers serving as cooperating teachers, Mentor teachers, and University Adjuncts for CUNY student-teachers are rated Effective or Highly Effective. To accomplish this, DOE will leverage its Talent Management Pilot to use teacher data (observations, measures of student learning).

1. NYCDOE pilots a screening system with data drawn from 2012-2013 Teacher Management (TM) Pilot on teachers in about 250 schools.
2. Once a workable system is developed, bring to scale as feasible to provide more useful data to CUNY on making appointment decisions.

E. College and Career Readiness

1. Course Re-design and Alignment Initiative, involving k-12 faculty and university Arts and Sciences and Education faculty working together on course development and alignment. This effort will build on one currently underway between CUNY and NYCDOE, and funded by Gates and National Leagues of Cities –CLIP. In this effort, CUNY Arts and Science math and English faculty from senior and community colleges and K-12 faculty are working together in collaboratives to develop exemplar curricular units in English and Math, for high school remedial, and gateway course, that are aligned with CCSS and with university academic standards. The goal would be for these same faculty groups, with funding from the MOU with NYSED, to scale-up development of curricular exemplars to achieve course redesign.

F. Seed Money to Campuses to Prepare for these funding activities and for the New NYS Certification exams. These funds would amount to approximately 50k per yr per campus and would be given to each college/campus upon submission and approval of their plan for the money. Each campus would have discretion in how they wanted to use these funds.

Potential uses could include:

- paying a campus coordinator to coordinate and manage the MOU activities on the campus
- hire of a College Laboratory Technician (CLT) - for the 2 yrs of the funding (FT salary is approx 50k per yr plus benefits). *to support candidates to successfully create their portfolios and assignments for the Teacher Certification Assessment, campus Multimedia Center will have to provide workshops, offer online/on-site support in our labs, and acquire equipment. In particular, they will have to support our students in creating the required video component for the portfolio. - purchase of equipment, such as cameras for candidates to use for their videos

- purchase of eportfolio subscriptions to get students and faculty acculturated to the process of working with video
- establishing mechanisms (e.g., meetings, training modules) for cooperating teachers and field supervisors and methods faculty to provide consistent and aligned feedback to student-teachers

G. End of First Yr Conference May 2013 - to share our first yr. activities and results and plan for yr. 2. Among the stakeholders to be invited are:

- CUNY Ed Deans and Chairs
- Campus Teams
- NYSED
- NYCDE

H. Three meetings of Stakeholder Groups are budgeted for Fall '13 - Spring '14 Academic Yr. - these will be purposed based on developments and needs on the ground.