**Idaho State Department of Education**

**and**

**The Council for the Accreditation of Educator Preparation (CAEP)**

**Partnership Agreement**

Whereas, CAEP is a nongovernmental, voluntary membership organization committed to the effective preparation of teachers and other P-12 professional educators; and

Whereas, CAEP, through an autonomous Accreditation Council, accredits educator preparation providers (EPP’s) and advances excellent educator preparation through evidence-based accreditation that assures quality and supports continuous improvement to strengthen P-12 student learning; and

Whereas, CAEP is a nationally recognized accreditor, having earned recognition by the Council for Higher Education Accreditation (CHEA), and is seeking recognition by the United States Secretary of Education, and, therefore, develops policy and procedures aligned with all applicable requirements of CHEA and, to the extent practicable, the U.S. Department of Education; and

Whereas, the Idaho State Department of Education (SDE or the State) supports continuous improvement in educator preparation.

CAEP and the State hereby enter into this agreement detailing the State’s requirements with regard to program review options and review team composition for accreditation Site Reviews. Site Reviews are conducted by CAEP of educator preparation provider’s operating within the State and this agreement establishes the primary responsibilities each party has in supporting CAEP’s accreditation activities involving all such providers.

1. **CAEP Standards and Scope of Accreditation**

The Parties understand and agree that:

The CAEP Board of Directors (CAEP Board) has adopted standards (CAEP Standards or Standards) that serve as the basis for all accreditation reviews undertaken by CAEP.

* 1. As a result of the ongoing critical self-review that CAEP undertakes to maintain and improve the quality of CAEP accreditation, the CAEP Board will undertake a comprehensive review and revision of the CAEP Standards on a schedule set by the CAEP Board and may, as needed, make interim amendments to the Standards. In making any such changes, CAEP will seek stakeholder and public input, including input from the State and its EPP’s.
	2. It is the responsibility of the State and any EPP’s seeking or continuing CAEP accreditation to stay informed of any changes made to the [CAEP Standards](https://caepnet.org/standards/2022-itp/introduction) and the timeline(s) set by the CAEP Board for the implementation of or transition to new or revised Standards. Any changes to policies or standards are outlined in the CAEP newsletter, during cohort meetings, state partner webinars and clinics and at CAEP conferences. Policies applicable to EPPs are found in [Accreditation Policy and Procedures](https://caepnet.org/~/media/Files/caep/accreditation-resources/accreditation-policy-final.pdf?la=en) and [Appeals Policy](https://caepnet.org/~/media/Files/caep/accreditation-resources/caep-appeals-policy-with-amendments-effe.pdf?la=en). Current policies and the CAEP Standards are published on the [CAEP website](https://caepnet.org/).
	3. The CAEP scope of accreditation, defined in Accreditation [Policy](https://caepnet.org/~/media/Files/caep/accreditation-resources/accreditation-policy-final.pdf?la=en) and Procedures, distinguishes between two levels of educator preparation:

1.3.1 Initial-Licensure Preparation is provided through programs at the baccalaureate or post-baccalaureate levels leading to initial-licensure, certification, or endorsement that are designed to develop P-12 teachers. All Initial-Licensure Preparation programs within the Scope of Accreditation will be reviewed under CAEP Standards for Initial-Licensure.

1.3.2 Advanced-Level Preparation is provided through programs at the post-baccalaureate or graduate level leading to licensure, certification, or endorsement. Advanced-Level Programs are designed to develop P-12 teachers who have already completed an initial-licensure program, currently licensed administrators, other certificated (or similar state language) school professionals for employment in P-12 schools/districts. All Advanced-Level programs within the Scope of Accreditation will be reviewed under CAEP Standards for Advanced-Level Preparation.

1. **CAEP’s Responsibility for Education Preparation Provider (EPP) Accreditation**

The Parties understand and agree that:

* 1. CAEP, through the Accreditation Council, has sole responsibility for granting CAEP accreditation to an EPP.
	2. The process required for accreditation by CAEP is outlined in [Accreditation Policies and Procedures](https://caepnet.org/~/media/Files/caep/accreditation-resources/accreditation-policy-final.pdf?la=en), which may be revised from time to time. It is the responsibility of the State and any EPP seeking CAEP accreditation to stay informed of any such changes as they may impact the CAEP accreditation process from the time of their adoption or publication. CAEP makes providers and the state aware of any policy changes through a variety of sources, including the CAEP newsletter, during cohort meetings, state partner webinars and clinics and at CAEP conferences.
1. **State’s Responsibility for Program Approval**

The Parties understand and agree that:

* 1. The State has responsibility for program approval. In granting program approval, the State will utilize information generated from CAEP’s review(s) of an EPP, including but not limited to an Accreditation Council decision on CAEP accreditation and the assignment of any Areas for Improvement (AFIs) and Stipulations, as described in CAEP policy. Although the State may elect to have state-specific standards and/or requirements incorporated into the CAEP review, consistent with the program review options outlined below, only information gathered on an EPP’s compliance with CAEP Standards and requirements will be used by the Accreditation Council to make a decision.
	2. The State will periodically review its program review requirements against the CAEP Standards and policies and will, in a timely manner, make CAEP aware of any conflicts or potential inconsistencies so that all parties to this agreement are aware of any such issues and can work constructively together to minimize any challenges that may arise from them.
1. **CAEP Accreditation Cycle**

The Parties understand and agree that:

* 1. The CAEP accreditation cycle involves an EPP in continuous improvement and requires an EPP to demonstrate that it meets CAEP’s high standards of quality required to improve P-12 student learning.
	2. To merit full accreditation by CAEP, an EPP must meet all CAEP Standards on the basis of sufficient and accurate evidence.
	3. A Site Review, carried out by an Evaluation Team, is an essential part of the accreditation process. Members of the assigned team investigate the quality of an EPP’s evidence, including the accuracy and consistency of the evidence provided in relation to CAEP Standards. In accordance with CAEP policy, CAEP may utilize a virtual site review or may have one or more Evaluation Team members participating using electronic means.
	4. The State elects that CAEP’s reviews of EPPs in the State will be carried out using Evaluation Teams composed as follows:
		1. **CAEP Only Team. The Evaluation Team is appointed by CAEP using volunteers trained to carry out Evaluation Team duties. Prior to assignment to any Evaluation Teams, an individual must have successfully completed CAEP training for Evaluation Team members (or Evaluation Team leaders, if applicable) and must acknowledge understanding of, and agreement to, adhere to CAEP’s code of conduct, including with regard to confidentiality and conflicts of interest.** ~~.~~
	5. Prior to assignment to any CAEP Evaluation Team, an individual must have successfully completed CAEP training for review team members and must acknowledge understanding of, and agreement to, adhere to CAEP’s code of conduct, including with regard to confidentiality and conflicts of interest.
	6. Each Evaluation Team shall include a P-12 practitioner, when possible. The State will make recommendations for P-12 practitioners through the CAEP accreditation platform.
	7. At the discretion of the State, the State’s teachers’ association(s) may appoint one (1) representative per association to observe the Site Review. Any expenses associated with the attendance of an observer must be covered by the association(s) or State. Prior to participation, any observer must acknowledge understanding of an agreement to adhere to CAEP’s policies and procedures regarding Site Reviews and the CAEP code of conduct, including with regard to confidentiality and conflicts of interest.
	8. All Site Review activities undertaken by a CAEP Evaluation Team will be conducted in accordance with CAEP policies and procedures.
	9. CAEP is not responsible for Site Review expenses for state-assigned personnel.
	10. An EPP that is subject to the jurisdiction of the State may choose from among any of the following program review options for CAEP accreditation:
		1. **Specialty Program Review with National Recognition**.The goal of the specialized professional association (SPA) Program Review with National Recognition is to align specialty licensure area data with national standards developed by SPAs in order to receive national recognition at the program level. The Evaluation Team will consider evidence that the EPP presents as gathered from the National Recognition decision-making process and made available in SPA program level reports to meet the sufficiency criteria related to CAEP Standard R1, Component R1.2 (Initial) and/or Standard RA.1, Component RA1.2 (Advanced).
		2. **State Review by State Authority**. The State conducts program reviews for purposes of State approval and to inform CAEP accreditation. An EPP undergoing the State Review option will follow State guidelines. The State provides forms and instructions on how to meet all State standards for licensure/certificate program approval. Upon an EPP’s completion of the State authority forms, trained reviewers are selected and assigned within appropriate content areas. Reviewers make recommendations for further action and/or approval. The State makes the final decision on the approval of any program. The CAEP Evaluation Team will consider evidence that the EPP presents as gathered from the State Review process to meet the sufficiency criteria related to CAEP Standard R1, Component RA1.2 (Initial) and/or Standard RA1, Component RA1.2 (Advanced).
		3. **CAEP Evidence Review of Standard 1/A.1.** Evidence for the CAEP Evidence Review of Standard 1/A.1 process is developed through the analysis of an EPP’s outcome assessment data aligned to specialty licensure area standards delineated in CAEP Standard R1, Component RA1.2 (Initial) and/or Standard A1, Component RA1.2 (Advanced). Evidence from the EPP’s internal assessment may be used by the state to determine its alignment with state required standards in the respective area(s) of licensure to demonstrate candidates’ ability to apply content and pedagogical knowledge in the area of licensure.
	11. The specific timeline established for the review of an EPP, as well as CAEP’s consideration of any request for an extension, will be decided by CAEP or the Accreditation Council, as appropriate, on a case-by-case basis and in accordance with CAEP policies.
	12. Once granted full accreditation by CAEP, an EPP’s term of accreditation shall be seven (7) years. Shorter terms are granted with a decision of Accreditation with Stipulations or Probationary Accreditation. Throughout its term, to maintain accreditation, an EPP must comply with CAEP policies, including policies regarding payment of annual dues and the submission of annual reports.
	13. An EPP for which the Accreditation Council issues a decision to deny or revoke accreditation shall have a right to petition for an appeal subject to CAEP’s Appeals Policy
	14. The State will provide to CAEP its policy leading to a “Change in State Status.” The State will notify CAEP within thirty (30) days of action taken when a CAEP-accredited EPP has had a “Change in State Status” as a result of a decision on specialized professional association (SPA) program status by the State.
	15. Accreditation-specific terminology and definitions used by CAEP as part of its EPP review and accreditation processes may vary from similar terms and definitions used by the State. Any definitions of key terms and glossaries created by CAEP are available on the CAEP website [http://caepnet.org/glossary]. The State should inquire with CAEP about the definition of any term if there is uncertainty regarding its meaning in the CAEP accreditation context.
1. **Opportunities for State Input**

The Parties understand and agree that:

* 1. CAEP shall afford the State multiple opportunities to provide CAEP, the Evaluation Team, and members of the Accreditation Council with any information or data the State deems relevant to the accreditation of an EPP, as follows:
	2. At least sixteen (16) weeks prior to any scheduled Site Review, CAEP shall give the State notice of the upcoming Site Review. At any time, up to six (6) weeks before the scheduled Site Review, the State may provide CAEP with comments and information on the EPP for consideration by the Evaluation Team. EPP’s shall be given an opportunity to respond to any such comments prior to the Site Review.
	3. At any time, the State may file a complaint regarding an EPP with the Accreditation Council for investigation and consideration as part of the EPP’s ongoing cycle of CAEP accreditation. In accordance with CAEP policy, adverse action may result from any such investigation.
	4. In the event an EPP within the State petitions for the appeal of an adverse action of the Accreditation Council, CAEP shall notify the State that such petition has been received. Any notification of a decision made by an ad-hoc appeal panel will be made in accordance with Section 7, below, and the detailed notification provisions included in CAEP policy.
1. **Decisions of the Accreditation Council and an Ad-Hoc Appeals Council**

The Parties understand and agree that:

* 1. The Accreditation Council makes decisions regarding the accreditation of EPP’s at meetings held not less than two (2) times each year.
	2. Following any decision of the Accreditation Council to deny or revoke the accreditation of an EPP, the EPP is promptly informed of its option to file a petition for an appeal and appeal requirements. Appeals criteria and process information are included in CAEP’s policies on appeals.
	3. CAEP provides written notice of each decision of the Accreditation Council and an Ad-hoc Appeal Panel in accordance with CAEP policies.
	4. The written notice CAEP provides regarding its accrediting decisions includes notice to the appropriate State licensing or authorizing agency which may be a party to this agreement. CAEP’s Accreditation Policies and Procedures specify the parties to which notice must be provided and the respective timelines for each.
1. **Data Sharing**

The Parties understand and agree that:

* 1. The CAEP Standards and process for CAEP Accreditation require an EPP to collect and share data. To the extent that the State maintains data necessary for CAEP’s review of an EPP, subject to any data sharing agreement that may exist between an EPP and the State, CAEP expects that the State will make the relevant data available to EPP’s at no cost, in a timely manner, with all personally identifiable information removed or redacted, and with all appropriate permissions to use the data for CAEP accreditation activities.
	2. In order to facilitate the reviews necessary for CAEP accreditation, CAEP will provide the State and each dues paying EPP in the State with access to the CAEP accreditation platform, CAEP’s data and information management system. Should the State or any EPP fail to pay annual dues to CAEP in a timely manner, CAEP reserves the right to suspend access to the CAEP accreditation platform until any outstanding dues are paid.
	3. CAEP’s [Accreditation](https://caepnet.org/~/media/Files/caep/accreditation-resources/accreditation-policy-final.pdf?la=en) Policies and Procedures and the CAEP accreditation platform include information on the confidential nature of information maintained within the CAEP accreditation platform. All CAEP accreditation platform users must acknowledge [CAEP’s confidentiality policy](https://caepnet.org/~/media/Files/caep/accreditation-resources/accreditation-policy-final.pdf?la=en), established in [Accreditation Policies and Procedures](https://caepnet.org/~/media/Files/caep/accreditation-resources/accreditation-policy-final.pdf?la=en), and agree to adhere to it.
1. **Partnership Dues, State Benefits, and Fees for Additional Services**

The Parties understand and agree that:

1. The State will be responsible for payment of annual State Partnership dues (See Appendix A). Dues may be reviewed and updated annually by CAEP. Should the amount of the State’s annual State Partnership dues be changed during the term of this agreement, CAEP shall notify the State of the new dues amount and the effective date. The State shall have the option to amend the Agreement to incorporate the new dues amount or to terminate the Agreement without penalty.

* 1. CAEP will provide up to three (3) individuals employed by the State with access to the CAEP accreditation platform.
	2. During each year covered by this agreement, CAEP will waive the CAEP Conference registration fee for one (1) designated State representative; however, the State or State representative must assume other expenses associated with conference participation.
	3. CAEP offers states access to CAEP National Training for up to five (5) site reviewers a year, including training and travel (additional participants may be added based on need and on a cost-recovery basis). CAEP may also offer supplemental training opportunities for state reviewers. Supplemental training events that are arranged, including events in the State, will be provided by CAEP on a cost-recovery basis and with specific arrangements negotiated according to CAEP’s policies regarding fees and expenses for training.
	4. The State will work with associations that represent P-12 educators (NEA, AFT, NBPTS), EPP’s, and education administrators to establish credit toward continuing education units or professional development requirements at the local district level in return for the State's P-12 educators’ professional contributions to the work of CAEP as site review team members.
1. **State and CAEP Contacts**

The Parties understand and agree that:

* 1. The State will designate a liaison to serve as the primary contact for CAEP throughout the term of this agreement.
	2. CAEP will designate a liaison to serve as the primary contact for the State through the term of this agreement.
1. **Agreement Term and Amendments**

The Parties understand and agree that:

* 1. CAEP and the State enter into this partnership agreement for the five (5)-year period beginning July, 1, 2023 and ending on June 30, 2028.
	2. The Parties will review this agreement at least annually and, as necessary, propose any amendment deemed appropriate and which may be adopted upon the agreement of the Parties.
	3. Notwithstanding the annual review described above, this agreement may be modified by mutual consent of the Parties at any point.
	4. General Indemnification.
		1. CAEP Board Indemnification. The CAEP Board shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys’ fees, and suits whatsoever caused by, arising out of, or in connection with the CAEP Board’s acts or omissions under this Agreement or CAEP Board’s failure to comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Agreement.
		2. Actions on Tender; Limitations. Upon receipt of the State’s tender of indemnity and defense, the CAEP Board shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. The CAEP Board’s indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. The CAEP Board shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction. If it is determined by a final judgment that the State’s negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefor, shall reimburse the CAEP Board for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to subsection 15.3 (Requirements of Defense).
		3. Requirements of Defense. Any legal defense provided by the CAEP Board to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code sections 67-1401(13) and 67-1409(1).
	5. Public Records. Pursuant to the Idaho Public Records Act, Idaho Code section 74-101 *et seq*., records, including documents in all forms, received from the CAEP Board may be open to public inspection and copying unless exempt from disclosure. The CAEP Board shall clearly designate individual documents as “exempt” on each page of the record containing exempt portions and shall indicate the basis in the Idaho Public Records Act for such exemption. The SDE will not accept the marking of an entire record as exempt. In addition, the SDE will not accept a legend or statement on one (1) page that all, or substantially all, of the record is exempt from disclosure. The CAEP Board shall indemnify and defend the SDE for honoring the CAEP Board’s designation of exemption or for the CAEP Board’s failure to designate a record as exempt. The CAEP Board’s failure to designate as exempt any record or portion of a record that is released by the SDE shall constitute a complete waiver of any and all claims for damages caused by any such release. If the SDE honors a claim of exemption by the CAEP Board, the CAEP Board shall provide the legal defense for such claim.
	6. Records and Audits.
		1. Maintenance. The CAEP Board shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the delivery of the Property under this Agreement and shall maintain such records for a period of five (5) years after termination of this Agreement or final payment, whichever is later, or for such further period as may be necessary to resolve any matters that may be pending.
		2. Access. The CAEP Board shall permit the SDE or any duly authorized agent of the SDE to audit, inspect, examine, excerpt, copy, or transcribe the CAEP Board’s records during the term of this Agreement and for a period of five (5) years following termination of this Agreement or final payment, whichever is later, to assure compliance with the terms of this Agreement or to evaluate CAEP Board’s performance under this Agreement. The CAEP Board shall also permit the SDE or its agent to monitor all activities conducted by it pursuant to this Agreement. As the monitoring agency may determine in its sole discretion, such monitoring may include internal evaluation procedures, examination of data, special analyses, on-site checks, or other reasonable procedures.
	7. Governing Law and Jurisdiction. The Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of the Agreement shall be brought in state district court in Ada County, Boise, Idaho.
	8. Fiscal Necessity and Non-Appropriation. The SDE is a government entity and it is understood and agreed that the SDE’s payments herein provided for shall be paid from State of Idaho legislative appropriations. The Legislature of the State of Idaho is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Legislature of the State of Idaho as may exist from time to time.

The SDE reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the SDE to continue such payments, or requires any return or “give-back” of funds required for the SDE to continue payments, or if the Executive Branch of the State of Idaho mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the CAEP Board. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

* 1. Criminal Background Check. If the CAEP Board or its employees, agents, or representatives will have unsupervised contact with Idaho public school children when performing any duty required by this Agreement, then the CAEP Board or its employees, agents, or representatives shall submit to a criminal background check performed pursuant to Idaho Code section 33-130. Said criminal background check results shall be accessible to the SDE prior to performance of this Agreement. Failure of the CAEP Board or its employees, agents, or representatives to submit to such criminal background check or failure to pass such criminal background check shall constitute a material breach of the Agreement, and the SDE reserves the right to terminate this Agreement without incurring any liability for payment to the CAEP Board.
	2. Sovereign Immunity. Nothing contained herein shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby expressly reserved.

Christopher Koch, President DATE

Council for the Accreditation of Educator Preparation

By signing this agreement, the undersigned agrees to be bound by the terms outlined above and affirms that he or she has the authority to enter into this agreement on behalf of the State.

Signatory DATE

State Authority

**Appendix A: State Dues Structure**

Annual costs for supporting activities associated with State Partnerships have both fixed and proportional components which include costs associated with the CAEP Clinic, fall and spring CAEP Conferences, staff time, technology costs for maintaining workspaces within CAEP’s accreditation platform, and other indirect expenses.

For the fixed and proportional amounts, states would be assessed $1,500 annually (reviewed on an annual basis) to cover expenses for the spring convening and conference registration plus a portion of indirect expenses which are based on the actual percentage of CAEP member EPPs within each state calculated yearly and provided to the state on an annual basis.

Invoices submitted by the CAEP Board to the State for work performed under this Agreement shall be accepted and processed for payment in accordance with Idaho Code section 67-2302.

Example 1: **State A (CAEP Only Reviews)**

State A has 25 CAEP member EPPs, or 3.99% of total CAEP EPPs.

* The fixed amount is set at $1,500 per state.
* The proportional amount is set at 3.99% of $325,000 (current total=services to all states) = $12,960.

Therefore, the total fees for State A will be:

$1,500 (fixed) + $12,960 (proportional) = $14,460.

Example 2: **State B (Joint Reviews)**

State B has 25 CAEP member EPPs, or 3.99% of total CAEP EPPs.

* The fixed amount is set at $1,500 per state.
* The proportional amount is set at 3.99% of $325,000 (current total=services to all states) = $12,960.
* The variable joint review fee (for 25 joint reviews) is 25 x $2,500 = $62,500/7years = $8,930.

Therefore, the total fees for State B will be:

$1,500 (fixed) + $12,960 (proportional) + $8,930 (variable joint review fee) = $23,390.