

New York State Education Department (NYSED)
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 (EPPs) 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 following New York Codes, Rules and Regulations (NYCRR), Title 8 Chapter II will be applied by NYSED only for purposes of determining state approval and registration, which include those that provide direct guidance for the registration of teacher education, educational leadership, and school counselor programs in New York State:

1. Chapter II (Regulations of the Commissioner of Education), Subchapter A (Higher and Professional Education), Part 52 (Registration of curricula), Section 52.21 (Registration of curricula in teacher education);
2. Chapter II, Subchapter A, Part 52, Sections 50.1 (Definitions), 52.1 and 52.2 (Registration of curricula);
3. Chapter II, Subchapter A, Part 53 (Information to be Provided);
4. Chapter II, Subchapter C (Teachers), Part 80 (Requirements for teaching certificates); and
5. Chapter II, Subchapter I (Scholarships and Grants), Part 145 (Higher Education Student Financial Aid Programs), Section 145-2 (Educational Requirements for Awards and Loans); and

Whereas, New York State, herein referred to as the State, supports continuous improvement in educator preparation. The New York State Education Department (NYSED) has sole responsibility for initial and continuing program registration consistent with New York State Education Law and the Commissioner's Regulations; and

CAEP, and the State hereby enter into this agreement detailing the State's preferences with regard to program review options and review team composition for accreditation Site Reviews conducted by CAEP of EPPs operating within the State and establishing the primary responsibilities each party has in supporting CAEP's accreditation activities involving all such EPPs.

1. CAEP Standards and Scope of Accreditation

The Parties understand and agree that:

- 1.1. The CAEP Board of Directors (CAEP Board or Board) has adopted standards (CAEP Standards or Standards) that are available at <http://caepnet.org/> and serve as the basis for all accreditation reviews undertaken by CAEP. The CAEP Standards reflect voices from the education field – on what makes a quality educator.
- 1.2. 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 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 EPPs.
- 1.3. It is the responsibility of the State and any EPPs seeking or continuing CAEP accreditation to stay informed of any changes made to the CAEP Standards and the timeline(s) set by the Board for the implementation of or transition to new or revised Standards.
- 1.4. The CAEP scope of accreditation, defined in policy, distinguishes between two levels of educator preparation:
 - 1.4.1. Initial-Licensure Preparation is provided through programs at the baccalaureate or post-baccalaureate levels leading to entry-level educator certification that are designed to develop P-12 teachers. In New York State, Initial-Licensure Programs are those that lead to Initial teacher certification at the baccalaureate level or Initial/Professional teacher certification at the graduate level that do not require certification for admission (e.g., MAT in Childhood Education leading to Initial/Professional certification), including advanced certificates but excluding programs defined as Advanced Level programs. All Initial-Licensure Preparation programs within the Scope of Accreditation will be reviewed under CAEP Standards for Initial-Licensure.
 - 1.4.1.1. Programs that lead to extensions or an annotation of a certificate that are registered as part of an Initial-Licensure Program fall under CAEP’s Initial Licensure Program review.
 - 1.4.2. Advanced-Level Preparation is provided through programs at the post-baccalaureate or graduate level leading to certification. Advanced-Level Programs are designed to develop P-12 teachers who have already completed an initial-licensure program, currently licensed administrators, other certified (or similar state language) school professionals for employment in P-12 schools/districts. In New York State, Advanced-Level programs include: graduate-level programs that lead to professional only certification; graduate-level programs that lead to initial/professional certification and require prior certification for admission for all candidates; specialized programs in the classroom teaching service: Literacy Specialist, Library Media Specialist, and Educational Technology Specialist; programs in educational leadership (e.g., school building leader and school district leader) and Pupil Personnel Services (e.g., school counselor); and programs leading to both certification and professional licensure (e.g., Speech and Language Disabilities). All Advanced-Level programs within the Scope of Accreditation will be reviewed under CAEP Standards for Advanced-Level Preparation.

1.4.2.1. Programs that lead to extensions or an annotation of a certificate that are registered as part of an Advanced-Level Program fall under CAEP's Advanced Level Program review.

1.4.3. EPPs may exclude from CAEP accreditation review programs that are not registered to lead to certification in NYS. Examples include graduate degree programs in content areas (e.g., mathematics, English) and programs in curriculum and instruction. EPPs may also exclude from CAEP Accreditation review programs leading to certification and/or licensure in school psychology and school social work, which per current Commissioner's Regulation §52.21 (b)(2)(iv)(c) are not required to be accredited.

1.4.4. As evidence of program quality, CAEP and NYSED accept the decisions of specialized accrediting organizations recognized by the U.S. Department of Education (USDE) or the Council for Higher Education Accreditation (CHEA). Educator preparation programs that are accredited by specialized accrediting organizations are not required to be reviewed by CAEP. However, if an EPP chooses to have these programs included within CAEP accreditation, they must be submitted for review by CAEP.

2. CAEP's Responsibility for Education Preparation Provider (EPP) Accreditation

The Parties understand and agree that:

- 2.1. CAEP, through the Accreditation Council, has sole responsibility for granting CAEP accreditation to an EPP, and for supporting and overseeing NCATE- and TEAC- accredited EPPs through continuous accreditation and the CAEP eligibility processes described in CAEP policy.
- 2.2. The process required for accreditation by CAEP is outlined in policies and procedures at <http://caepnet.org/>. Policies and procedures 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.

3. State's Responsibility for Program Approval

The Parties understand and agree that:

- 3.1. The State has responsibility for program approval and registration. In granting program approval and registration, the State may 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 EPPs compliance with CAEP Standards and requirements will be used by the Accreditation Council to make a decision.

3.2. 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.

4. CAEP Accreditation Cycle

The Parties understand and agree that:

- 4.1. 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.
- 4.2. To merit full accreditation by CAEP, an EPP must meet all CAEP Standards on the basis of sufficient and accurate evidence.
- 4.3. A review, carried out by an Evaluation Team (which may also be referred to as a review team or site review 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.
- 4.4. The State elects that CAEP's reviews of EPPs in the State will be carried out using Evaluation Teams composed as follows:
 - 4.4.1. **CAEP Only Team.** The Evaluation Teams 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.
- 4.5. Prior to assignment to any CAEP Evaluation Team member, 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.
- 4.6. Each Evaluation Team shall include a P-12 practitioner, when possible. The EPP will make recommendations for P-12 practitioners through the CAEP accreditation platform.
- 4.7. 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.

4.8. The State will appoint a staff member from the Office of College and University Evaluation (OCUE) to serve as a liaison in the Site Review. The OCUE liaison will provide to the lead CAEP Evaluation Team member state-specific requirements for EPPs and other relevant State information prior to the Site Review, including the Inventory of Registered Programs listing for the EPP. All Site Review activities undertaken by a CAEP Evaluation Team will be conducted in accordance with CAEP policies and procedures.

4.9. CAEP is not responsible for Site Review expenses for state-assigned personnel.

4.10. An EPP that is subject to the jurisdiction of the State may choose one or a combination of the following program review options for CAEP accreditation:

4.10.1. **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 1, Component R1.2 (Initial) and/or Standard A.1, Component A1.2 (Advanced). The State may review SPA program reports and use them to make decisions regarding ongoing state program registration.

4.10.2. **CAEP Evidence Review of Standard 1/A.1.** Evidence for the CAEP Evidence Review of Standard 1 process is developed through the analysis of an EPP's outcome assessment data aligned to specialty licensure area standards delineated in CAEP Standard 1, Component R1.2 (Initial) and/or Standard A.1, Component A1.2 (Advanced). CAEP's Evidence Review of Standard 1/A.1 provides information to the State on both the alignment of evidence with state standards in an area of licensure and the disaggregated results that may be used for internal review of programs to demonstrate candidates' ability to apply content and pedagogical knowledge in the area of licensure.

4.10.2.1. EPPs select this option if they do not want their programs or a program to be nationally recognized by a SPA or if one or more programs do not have a SPA and the EPP wants to keep the program registered and active on NYSED's Inventory of Registered programs.

4.10.2.2. When selecting this option, EPPs are required to address specific ways in which they use subject/certification data for continuous improvement, showing evidence of using the results from Content Specialty Tests (CSTs). Other measures of proficiency to make program improvements may also be presented.

- 4.11. The specific timeline established for the review of an EPP, as well CAEP's consideration of any request for an extension, will be decided by CAEP or the Accreditation Council, as appropriate, in agreement with the State, on a case-by-case basis and in accordance with CAEP policies.
- 4.12. 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.
- 4.13. An EPP for which the Accreditation Council issues a decision to deny or revoke accreditation has a right to petition for an appeal if it submits a petition providing sufficient evidence of a basis for appeal as defined in CAEP's policy on appeals.
- 4.14. 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.

5. Opportunities for State Input

The Parties understand and agree that:

- 5.1. CAEP will 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:
- 5.2. At least sixteen (16) weeks prior to any scheduled Site Review, CAEP will 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. EPPs will be given an opportunity to respond to any such comments prior to the Site Review.
- 5.3. 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.
- 5.4. In the event an EPP within the State petitions for the appeal of an adverse action of the Accreditation Council, CAEP will 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.

6. Decisions of the Accreditation Council and an Ad-Hoc Appeals Council

The Parties understand and agree that:

- 6.1. The Accreditation Council makes decisions regarding the accreditation of EPPs at meetings held not less than two (2) times each year.
- 6.2. 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.
- 6.3. CAEP provides written notice of each decision of the Accreditation Council and an Ad-hoc Appeal Panel, in accordance with CAEP policies.
- 6.4. The written notice CAEP provides regarding its accrediting decisions, includes notice to the NYSED, including the New York State Commissioner of Education, Deputy Commissioner for Higher Education, and Director of College and University Evaluation. CAEP's policies regarding notices specify the parties to which notice must be provided and the respective timelines for each.

7. Data Sharing

The Parties understand and agree that:

- 7.1. 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 EPPs at no cost, that only the State could provide, 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.
- 7.2. 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.
- 7.3. CAEP policies 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 and agree to adhere to it.

8. Partnership Dues, State Benefits, and Fees for Additional Services

The Parties understand and agree that:

- 8.1. 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 will notify the State of the new dues amount and the effective date.
- 8.2. CAEP will provide up to three (3) individuals employed by the State with access to the CAEP

accreditation platform.

- 8.3. 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.
- 8.4. During each year covered by this agreement, CAEP will assume all expenses for one (1) designated State representative to participate in the annual CAEP Clinic. A registration fee will be assessed for any additional State staff and they must assume other expenses associated with participation in the clinic.
- 8.5. 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.
- 8.6. The State will award P-12 practitioners who serve on an Evaluation Team up to 20 clock hours of continuing teacher and leader education (CTLE) in each five-year registration period in return for the State's P-12 educators' professional contributions to the work of CAEP as site review team members.

9. State and CAEP Contacts

The Parties understand and agree that:

- 9.1. The State will designate a liaison to serve as the primary contact for CAEP throughout the term of this agreement.
- 9.2. CAEP will designate a liaison to serve as the primary contact for the State through the term of this agreement.

10. Agreement Term and Amendments

The Parties understand and agree that:

- 10.1. CAEP and the State enter into this partnership agreement for the five (5)-year period beginning November 1, 2021 and ending on June 30, 2026.
- 10.2. 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.
- 10.3. Should CAEP or New York State policy change such that the change is in conflict with any provision of this agreement, this agreement is in effect until it is renegotiated in the context of the Commissioner's Regulations and CAEP policy. If there is no resolution to the conflict, CAEP or

New York State reserve the right to terminate the agreement.

10.4. Notwithstanding the annual review described above, this agreement may be modified by consent of the Parties at any point.

Christopher Koch, President
Council for the Accreditation of Educator Preparation

DATE

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
Aaron M. Baldwin
Deputy Counsel and Authorized Signatory
New York State Education Department

DATE

Appendix A: State Dues Structure

The CAEP dues structure aligns and delineates (1) the collective resources required to service state partners in conjunction with their respective EPPs (fixed and proportional amounts), and (2) the variable resources required to administer the CAEP-State joint reviews for States that choose to participate in the joint CAEP Accreditation processes (variable amount).

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 will be assessed annually (FY 22 \$1,500) to cover expenses for the state clinic and conference registration plus a portion of indirect expenses which are based on the actual percentage of CAEP member EPPs within each state.

For example:

State A has 15 CAEP member EPPs, or 2.2% of total CAEP EPPs. The proportional amount will be set at 2.2% of \$325,000 (current total), or \$7,150. Therefore, the total fees for State A will be: \$1,500 (fixed) + \$7,150 (variable) = \$8,650.

* This represents the dues structure in effect at the time this agreement is entered into by the Parties. CAEP reviews the dues structure annually and reserves the right to adjust the State's annual dues as needed to ensure that all costs of CAEP's accreditation activities are adequately covered. CAEP will notify the State upon the adoption of any changes to this structure and the data on which any new dues structure will take effect.