

**MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING PROFESSIONAL TEACHING STANDARDS BOARD
AND
ASSOCIATION FOR ADVANCING QUALITY IN EDUCATOR PREPARATION**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Professional Teaching Standards Board (PTSB), whose address is: 1920 Thomes Avenue, Cheyenne, WY 82002, and the Association for Advancing Quality in Educator Preparation (AAQEP), whose address is: P.O. Box 7511, Fairfax Station, VA 22039-9998.
2. **Purpose.** The purpose of this MOU is to support quality assurance, continuous improvement, and innovation in educator preparation by the entities approved by PTSB as they seek and maintain national accreditation through AAQEP.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of PTSB.**
 - A. PTSB has adopted Specialized Professional Association (SPA) standards for disciplines in which SPAs are available, and that can be considered during the AAQEP Quality Assurance Review. Disciplines that do not have SPA standards must meet PTSB state standards, which can be found in Chapter 4, Section 5 of PTSB Rules and Regulations, incorporated herein by reference. PTSB will conduct scheduled program approval reviews for programs using PTSB state standards.
 - B. PTSB will provide copies of SPA program review results, unless contractually prohibited from doing so, in addition to program approval results conducted using PTSB state standards to AAQEP for consideration during the Quality Assurance Review. Results from program approval reviews will include disaggregation of evidence by program leading to endorsement, as well as by program site and mode of delivery.
6. **Responsibilities of AAQEP.**
 - A. Quality Assurance Reviews conducted by AAQEP in Wyoming will be guided by the current version of the AAQEP Standards, incorporated herein by reference, (available at www.aaqep.org) and in keeping with AAQEP policy regarding the

application of those standards. AAQEP will clearly identify which version of the AAQEP Standards is considered the current version if there are multiple iterations of the standards over time. In conducting reviews of programs approved by PTSB, AAQEP will require that all relevant Wyoming standards and Rules and Regulations are addressed.

- B.** All Quality Assurance Reviews conducted by AAQEP will be guided by AAQEP's Policies and Procedures, incorporated herein by reference, as specified in the Guide to Accreditation, available at www.aaqep.org. AAQEP's process includes an optional proposal review stage two (2) to three (3) years prior to a scheduled site visit. All Quality Assurance Reviews include an off-site review two (2) months prior to each site visit, conducted virtually, which PTSB staff are welcome to attend, and an on-site visit the scope of which is determined by program size and complexity.
- C.** AAQEP will appoint a sufficient number of Quality Assurance Review Team members to each review case to ensure that the review is carried out thoroughly and efficiently. Each AAQEP review team will include at least one (1) educational practitioner from Wyoming nominated by the provider hosting the review; that practitioner will receive training and support from AAQEP. The local practitioner(s) will support the review team's understanding of and respect for the local and state educational context. In addition to the AAQEP-appointed members, one or more PTSB staff member(s) may participate as observers. Other observers, including those seeking a better understanding of the AAQEP process, may participate as agreed to by AAQEP and the host provider.
- D.** All review team members will meet AAQEP preparation and quality requirements. AAQEP will provide reviewer training and professional learning opportunities to PTSB staff at no cost (though AAQEP will not cover travel expenses). PTSB observers need not have participated in the training as a condition for joining review teams as observers.
- E.** AAQEP will communicate scheduled times of its on-site reviews with PTSB staff six (6) to twelve (12) months prior to the event taking place. Where joint or concurrent visits are desired, AAQEP staff will coordinate logistics with designated PTSB staff and the provider. AAQEP will also apprise designated PTSB staff of the schedule of Accreditation Commission meetings at which cases from Wyoming providers will be considered. In addition, AAQEP will provide designated PTSB staff with copies of all reports or official letters for Wyoming providers generated by the review team and by the Accreditation Commission.
- F.** AAQEP will make available to Wyoming providers, in cooperation with and at the discretion of PTSB, two (2) additional services:

- (i) At PTSB's request, AAQEP will conduct capacity reviews of entities seeking first-time approval as an educator preparation provider. Such reviews may be conducted prior to the operation of the program to provide PTSB with a third-party review to inform a program approval decision. Such reviews will be designed and conducted in partnership with PTSB using the AAQEP Standards as the framework.
 - (ii) AAQEP also facilitates program and provider improvement for entities that have identified specific shortcomings in their work, including cases where shortcomings have been identified through external evaluations such as state or accreditation reviews. AAQEP may enter into an agreement with the provider and PTSB to establish a timeline, priorities, and outcomes for such reviews.
- G. In support of shared goals, AAQEP will provide supportive services including workshops and webinars to providers in Wyoming at reasonable cost. PTSB staff may participate in any AAQEP activities offered within Wyoming at no cost (AAQEP cannot cover travel expenses, meals, or lodging). AAQEP will also provide one (1) PSTB staff member with a no-cost registration to its Annual Quality Assurance Symposium and provide any additional PTSB staff registration at the reduced member rate. In addition, PTSB staff may participate in AAQEP professional learning events, including reviewer training, at no cost (travel, etc., excepted, as above).

7. General Provisions.

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of five (5) pages; the PTSB Rules and Regulations; the AAQEP Policies and Procedures; and AAQEP Standards, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under

the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming and PTSB do not waive sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- H. Indemnification.** AAQEP shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorney's fees, and expenses arising out of AAQEP's failure to perform any of AAQEP's duties and obligations hereunder or in connection with the negligent performance of AAQEP's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorney's fees, and expenses arising out of AAQEP's negligence or other tortious conduct.

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8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of the signature last affixed to this page.

WYOMING PROFESSIONAL TEACHING STANDARDS BOARD



Tracy Ragland, Chair

2/3/2020

Date

ASSOCIATION FOR ADVANCING QUALITY IN EDUCATOR PREPARATION



Mark Lacelle-Peterson, President

1/27/2020

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Assistant Attorney General

Jan. 16, 2020

Date