

**Kansas State Department of Education
and
The Council for the Accreditation of Educator Preparation (CAEP)
Partnership Agreement**

Whereas, CAEP is a nongovernmental, voluntary association 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, CAEP and the Kansas State Department of Education (KSDE) hereby enter into this agreement detailing KSDE's preferences with regard to program review options and review team composition for accreditation site visits conducted by CAEP of EPPs operating within KSDE, and establishing the primary responsibilities each party has in supporting CAEP Accreditation activities involving all such EPPs.

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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 serve as the basis for all accreditation reviews undertaken by CAEP. The CAEP Standards reflect the voice of the education field – on what makes a quality educator. The Standards and their components flow from two principles:

1.1.1. There must be solid evidence that the EPP's graduates (completers) are competent and caring educators, and

1.1.2. There must be solid evidence that the EPP's educator staff have the capacity to create a culture of evidence and use it to maintain and enhance the quality of the professional

programs they offer.

- 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 KSDE and its EPPs. At the time of this agreement's drafting, a review of the standards is taking place and draft standards have been released to states for comment. Final standards are anticipated to be approved by the Board in December of 2020. It is the responsibility of KSDE 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.
- 1.3. The CAEP scope of accreditation, defined in Accreditation Policy, provides for the review of Initial-Licensure Programs and Advanced-Level Programs.
 - 1.3.1.1. Initial-Licensure Programs are programs at the baccalaureate or post-baccalaureate level leading to initial-licensure, certification, or endorsement, and that are designed to develop P-12 teachers.
 - 1.3.1.2. Advanced-Level Programs are programs at the post-baccalaureate or graduate level leading to licensure, certification, or endorsement. These 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.

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 national accreditation by CAEP is outlined in the policies and procedures of CAEP and the Accreditation Council, both of which may be revised from time to time. It is the responsibility of KSDE 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.
- 2.3. The Kansas State Board of Education adopted the 2013 CAEP standards as KSDE EPP accreditation standards on July 7, 2017, see Regulation 91-1-70a. CAEP agrees and understands that in the event of a conflict, KSDE will comply with current Kansas regulations.

3. State's Responsibility for Program Approval

The Parties understand and agree that:

- 3.1. KSDE has sole responsibility for program approval. In granting program approval, KSDE will utilize information generated from CAEP's review 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 Accreditation Policy. Although KSDE may elect to have state-specific standards and/or requirements incorporated into the CAEP review, consistent with the program review options outlined below, information gathered on these standards and requirements will have no bearing on CAEP Accreditation.
- 3.2. KSDE 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. Transition from NCATE and TEAC Accreditation to CAEP Accreditation

- 4.1. Beginning January 1, 2017, CAEP ceased operation of the NCATE and TEAC Commissions.
- 4.2. Unless KSDE requires CAEP Accreditation as a condition of State approval, EPPs holding NCATE or TEAC accreditation and meeting CAEP's requirements for continuous accreditation will not be required to meet CAEP Standards until the expiration of their current term of accreditation. All such EPPs are subject to the transition provisions described in Sections 4.2.1 to 4.2.5, below, and further defined in Accreditation Policy.
 - 4.2.1. **Annual Reports.** All NCATE- and TEAC-accredited EPPs are required to submit annual reports through the duration of their current term using the CAEP annual report template provided in the CAEP accreditation platform.
 - 4.2.2. **Good Standing.** An NCATE- or TEAC-accredited EPP in good standing is considered to be continuously accredited. Upon expiration of the EPP's NCATE or TEAC term of accreditation, the EPP's next accreditation review must be based on CAEP Standards, policy, and handbook, and carried out using the uniform CAEP Accreditation process. Any such EPP is not required to complete the CAEP application process so long as continuous accreditation is maintained.
- 4.3. Any accreditation review scheduled to take place during and after fall 2019, whether of a new applicant, for continuing accreditation, or following an approved extension, will be based on the CAEP Standards, policy, and handbook, and carried out using the uniform CAEP Accreditation process.

5. CAEP Accreditation Cycle

The Parties understand and agree that:

- 5.1. 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.
- 5.2. Subject to the provisions of Section 4.2, above, to merit full accreditation by CAEP, an EPP must meet all CAEP Standards on the basis of sufficient and accurate evidence.
- 5.3. An EPP seeking CAEP Accreditation, either as an initial applicant or through a renewal process (generally referred to as continuous accreditation), must complete a self-study process leading to an EPP's production of a Self-Study Report (SSR), a Formative Review, and a Site Visit. An EPP may elect to participate as designated in CAEP policy in the review panel deliberations. Additional details of the CAEP Accreditation process are included in Accreditation Policy.
- 5.4. A site visit, carried out by a site 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 Accreditation Policy, CAEP may utilize a virtual site visit.
- 5.5. **Student Data:** No Kansas EPP shall be required to provide student data which may be found in violation of the Kansas Student Data Privacy Act as found in K.S.A. 72-6312 through K.S.A. 72-6320 or in violation of the Family Educational Rights and Privacy Act (FERPA).
- 5.6. KSDE elects that CAEP's reviews of EPPs in Kansas will be carried out using site teams composed as follows:

Joint Review Team. The Joint Review Team includes CAEP trained site visitors appointed by CAEP and KSDE. In a joint review, KSDE authority may assign between one and up to one-less than CAEP appointed visitors. CAEP determines the size of the team needed to accomplish the work based on several factors including the number of completers, programs, previous accreditation, whether initial and advanced levels are reviewed, and the number of sites. CAEP will not increase team size based on KSDE's request to maintain one less than CAEP. (if, for example, CAEP sets a team size at 6, CAEP assigns 4 and KSDE assigns 2; if the team size is 8, CAEP assigns 5 and KSDE assigns 3, etc.) KSDE shall provide CAEP with its recommended site visitor within any timelines established by CAEP in the Accreditation Policy and handbook. The team will be led by co-chairs, one appointed by CAEP and the other by KSDE. The co-chairs and team are responsible for coming to consensus for the team's findings and are expected to comply with CAEP policies and processes. In the event that there is a disagreement between the co-chairs with regards to CAEP policy or processes, CAEP's Vice President for Accreditation will be responsible for resolving any dispute. This mediation by the VP is part of CAEP's internal controls to ensure consistent application and enforcement of the CAEP standards.
- 5.7. Prior to assignment to any CAEP site team, an individual must have successfully completed CAEP training for site 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. No

KSDE appointee or staff member will be held to any code of conduct which contradicts obligations imposed by law or KSDE agency policy. KSDE will make reasonable efforts to identify and disclose any contradictory obligations to CAEP in a timely manner.

- 5.8. Each site team shall include a P-12 practitioner, when possible. KSDE will make recommendations for P-12 practitioners through the CAEP accreditation platform.
- 5.9. At the discretion KSDE, KSDE's teachers' association(s) may appoint one (1) representative per association to observe the site review. The role of observers is described in Accreditation Policy. Any expenses associated with the attendance of an observer must be covered by the association(s) or KSDE. Prior to participation, any observer must acknowledge understanding of an agreement to adhere to CAEP's policies and procedures regarding site visits and the CAEP Code of Conduct, including with regard to confidentiality and conflicts of interest.
- 5.10. The Kansas Commissioner of Education assigns staff member(s) as state consultant(s) for the visit. KSDE consultant(s) work with CAEP to coordinate the visit and advise the team on state requirements, processes, nomenclature and special circumstances.
- 5.11. KSDE may appoint additional observer(s) for the offsite and onsite reviews for training purposes at KSDE's expense. The observer(s) may be asked to assume responsibilities for data collection and team discussion; however, all such duties must not be in conflict with CAEP policies regarding observers on site teams and site visits.
- 5.12. All site visit activities undertaken by a CAEP site team will be conducted in accordance with the policies and procedures of CAEP and the Accreditation Council.
- 5.13. A visit would be allowed during any period of a week that KSDE, the institution, and CAEP mutually determine to be the best possible visit period.

The length of a Kansas accreditation visit should be:

- 5.13.1. For an initial visit— up to Four days
- 5.13.2. For a continuous full visit— up to Four days
- 5.13.3. For a focused visit—up to three days

EPPs may also choose to follow the regular timeline set forth by CAEP.

- 5.14. CAEP is not responsible for site visit expenses for any KSDE-assigned personnel serving as a State Consultant, State-Appointed Site Visitor, or Observer as defined in Accreditation Policy.
- 5.15. The EPPs will assume reasonable and customary expenses (travel, lodging and meals) for KSDE and CAEP team members and one state consultant. The EPPs will not cover expenses for observers (KSDE consultant, KSDE trainee, teachers' association appointee) except for meals. Onsite team activities will be conducted according to CAEP policies and procedures and KSDE policies to the extent they are not in conflict with CAEP policies and procedures..

5.16. An EPP that is subject to the jurisdiction of KSDE may choose from among any of the following program review options for CAEP Accreditation:

5.16.1. **State Review by State Authority.** KSDE conducts program reviews for purposes of state approval and to inform state and CAEP Accreditation. KSDE provides forms and instructions on how to meet all state standards for licensure program approval. Upon an EPP's completion of the KSDE forms, trained reviewers are selected and assigned within appropriate content areas. Reviewers make recommendations for further action and/or approval. The Kansas State Board of Education makes the final decision on the approval of any program.

5.16.1.1. KSDE shall request a review by SPAs to determine how closely aligned KSDE program standards are to the SPA standards. EPPs will submit program reports following the instructions for the selected specialized content program review process detailed in the Kansas Institutional Handbook for Program Approval.

5.16.1.2. The Kansas State Board of Education has sole responsibility for program approval. The Evaluation Review Committee (ERC) will utilize information generated from KSDE review process to make recommendations regarding Kansas program approval to the Kansas State Board of Education. Programs must be submitted to KSDE for review eighteen months prior to the onsite accreditation visit.

5.16.1.3. As evidence of quality, CAEP accepts the program approval decisions of the Kansas State Board of Education in addition to the SPAs that are recognized by the U.S. Department of Education or the Council for Higher Education Accreditation. Proper documentation of current program approval must be presented by the EPP.

5.17 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 and the Accreditation Council, as appropriate, on a case by case basis and in accordance with CAEP's Accreditation Policy.

5.18 Once granted full CAEP Accreditation, 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 Accreditation Policy, including policies regarding payment of annual dues and the submission of annual reports.

5.19 An EPP for which the Accreditation Council issues a decision to deny or revoke accreditation may have a right to petition for an appeal subject to CAEP's Ad-Hoc Appeals Policy.

5.20 KSDE's policy regarding a change of EPP accreditation status (state status) is described in state regulation 91-1-231. g. KSDE 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 by KSDE.

5.21 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 KSDE. Any definitions of key terms and glossaries created by CAEP are available on the CAEP website [<http://caepnet.org/glossary>]. KSDE should inquire with CAEP about the definition of any term if there is uncertainty regarding its meaning in the CAEP Accreditation context.

6 Opportunities for State Input

The Parties understand and agree that:

- 6.1 CAEP will afford KSDE multiple opportunities to provide CAEP, the site team, and members of the Accreditation Council with any information or data KSDE deems relevant to the accreditation of an EPP, as follows:
- 6.2 As described in Section 5.6, above, KSDE may elect to appoint members of the CAEP site team.
- 6.3 At least ten (10) months prior to any scheduled site visit, CAEP will give KSDE notice of the upcoming visit. At any time, up to six (6) weeks before the scheduled visit, KSDE may provide CAEP with comments and information on the EPP for consideration by the site team. EPPs will be given an opportunity to respond to any such comments prior to the site visit.
- 6.4. At any time, KSDE 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.
- 6.5. In the event an EPP within Kansas petitions for the appeal of an adverse action of the Accreditation Council, CAEP will notify KSDE that such petition has been received. Any notification of a decision made by an appeal panel will be made in accordance with Section 7, below, and the detailed notification provisions included in Accreditation Council policy.

7 Decisions of the Accreditation Council and Appeals Council

The Parties understand and agree that:

- 7.1 The Accreditation Council makes decisions regarding the CAEP accreditation of EPPs at meetings held not less than two (2) times each year.
- 7.2 Following any decision of the Accreditation Council to deny or revoke the CAEP accreditation of an EPP, the EPP is promptly informed of its option to file a petition for an appeal and the requirements for qualifying to have an appeal considered by an Ad-Hoc Appeal Panel. Appeals criteria and process information are included in CAEP's Ad Hoc Appeals Policy.
- 7.3 CAEP provides written notice of each decision of the Accreditation Council and any Ad-Hoc Appeal Panel to KSDE and the following individuals and entities:
 - United States Secretary of Education (only if required subsequent to CAEP achieving recognition by the U.S. Secretary of Education) or relevant government agency for international EPPs
 - Council for Higher Education Accreditation (CHEA)
 - Other State licensing or authorizing agency representatives, as appropriate
 - Appropriate accrediting agencies, including national, regional, and specialized accrediting agencies
 - Relevant state affiliates of the National Education Association (NEA) and the American Federation of Teachers (AFT)

7.4 In the event of a final decision to deny or revoke CAEP accreditation, CAEP's written notice will include a brief statement summarizing the reasons for the adverse action, along with the official comments, if any, that the affected EPP may wish to make with regard to the decision, or evidence that the affected EPP has been offered the opportunity to provide official comment.

7.5 The written notice CAEP provides regarding its CAEP accrediting decisions, made in accordance with the requirements of Federal regulations (34 CFR Part 602), includes notice to the appropriate State licensing or authorizing agency which may be a party to this agreement. Specifically, such notice will be provided no later than thirty (30) days following a decision to award initial accreditation or to renew or continue accreditation. In the event of a final decision to place an EPP on probation, grant provisional accreditation, or to deny or terminate accreditation of an EPP, notice will be provided to the appropriate State licensing or authorizing agency at the same time notice of the decision is given to the EPP, but no later than thirty (30) days after the decision is reached. Within thirty (30) days of receiving notification from an EPP that the EPP has decided to withdraw voluntarily from accreditation or to let its accreditation lapse CAEP will provide the KSDE with written notice.

8 Data Sharing

The Parties understand and agree that:

8.1 The CAEP Standards and process for CAEP Accreditation require an EPP to collect and share data. To the extent that KSDE maintains data necessary for CAEP's review of an EPP, subject to any data sharing agreement that may exist between an EPP and KSDE, CAEP expects KSDE will make the relevant data available to CAEP 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. At no time will student-level data be disclosed by KSDE to CAEP

8.2 In order to facilitate the reviews necessary for CAEP Accreditation, CAEP will provide KSDE and each dues paying EPP in Kansas with access to the CAEP accreditation platform, CAEP's data and information management system. Should KSDE 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.

8.3 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. Any accreditation platform user must also agree to any terms and conditions of platform access as may be established by CAEP.

9 Partnership Dues, State Benefits, and Fees for Additional Services

The Parties understand and agree that:

9.1 KSDE 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 KSDE annual State Partnership dues be changed during the term of this agreement, CAEP will notify KSDE of the new dues amount and the effective date.

9.2 CAEP will provide up to three (3) individuals employed by KSDE with access to the CAEP accreditation platform.

9.3 During each year covered by this agreement, CAEP will waive the CAEP Conference registration fee for one (1) designated State representative; however, KSDE must assume other expenses associated with attending the conference.

9.4 During each year covered by this agreement, CAEP will assume all expenses for one (1) designated KSDE representative to attend the annual CAEP Clinic. A registration fee will be assessed for any additional KSDE staff and they must assume other expenses associated with attending the clinic.

9.5 CAEP offers states access to CAEP National Training for up to five (5) site visitors 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 KSDE, 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.

9.6 CAEP will notify KSDE contact(s) of in-state nominees selected and trained as CAEP site visitors and leads.

9.7 CAEP will prioritize selection for training of KSDE staff and nominees submitted by KSDE.

9.8 KSDE will work with associations that represent P-12 educators (NEA, AFT, NBPTS), EPPs, and education administrators to establish credit toward continuing education units or professional development requirements at the local district level in return for KSDE's P-12 educators' professional contributions to the work of CAEP as site visitors or program reviewers.

10 State and CAEP Contacts

The Parties understand and agree that:

10.1 KSDE will designate a liaison to serve as the primary contact for CAEP throughout the term of this agreement.

10.2 CAEP will designate a liaison to serve as the primary contact for KSDE through the term of this agreement.

11 Agreement Term and Amendments

The Parties understand and agree that:

11.1 CAEP and KSDE enter into this partnership agreement for the five (5)-year period beginning January 1, 2021 and ending on October 31, 2025.

11.2 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.

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

11.4 Mandatory Contract Provisions. The provisions found in Appendix B which is attached hereto, are hereby incorporated in this contract and made a part thereof as though fully set out herein.

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 KSDE.

DATE

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 \$3,000 annually 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.

For example:

State A has 20 CAEP member EPPs, or 2.2% of total CAEP EPPs. The proportional amount will be set at 2.2% of \$315,000 (current total), or \$6,900. Therefore, the total fees for State A will be: \$3,000 (fixed) + \$6,900 (variable) = \$9,900.

* 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 KSDE's annual dues as needed to ensure that all costs of CAEP's accreditation activities are adequately covered. CAEP will notify KSDE upon the adoption of any changes to this structure and the data on which any new dues structure will take effect.

CONTRACTUAL PROVISIONS ATTACHMENT B

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- a. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.