

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

In order to promote excellence in educator preparation by coordinating state approval and national accreditation reviews of Educator Preparation Providers (EPPs) and to eliminate duplication of effort and reporting, the Council for the Accreditation of Educator Preparation (CAEP) and the Kansas State Department of Education (KSDE) enter into this partnership agreement. The agreement describes the partnership and delineates the processes and policies for KSDE and CAEP accreditation and program review in Kansas.

I. Standards for National Accreditation of Educator Preparation Providers (EPPs)

- A. CAEP educator preparation provider standards must be met on the basis of sufficient and accurate evidence to merit national accreditation by CAEP.
- B. Kansas state standards detailed in the [Regulations and Standards for Kansas Educators](#) and institutional standards also will be applied in the KSDE/CAEP accreditation process. Current Kansas regulations and standards may not be consistent with CAEP educator preparation provider standards. CAEP agrees and understands that in the event of a conflict, current Kansas regulations and standards will be complied with by the KSDE. The KSDE will pursue regulatory amendments with due diligence.

II. Process of National Accreditation for Educator Preparation Providers

- A. The process required for national accreditation by CAEP is outlined in CAEP policies. EPPs seeking CAEP accreditation must satisfy eligibility requirements, submit a self-study in a CAEP-approved format for formative feedback through off-site review, facilitate the posting of a call for public comment and distribution of third-party surveys to stakeholders, host a site visit, and complete an approved program review process for all programs of study leading to professional practice in a school setting.
- B. Terms of accreditation shall be for seven (7) years. Pre-accreditation status terms shall be for five (5) years. EPP accreditation status is subject to KSDE/CAEP policies, including annual payment of dues and submission of an annual report as required. EPPs seeking only KSDE accreditation will follow KSDE regulations governing KSDE accreditation process.

III. Standards and Processes for Specialized Professional Associations Program Reviews

- A. National specialized professional associations (SPAs) program reviews are not required by the state. Program reports are reviewed by trained state evaluators eighteen months prior to an onsite accreditation visit. An EPP may choose to seek a review by the SPAs.
- B. EPPs in Kansas will follow the state program review option of the CAEP program review options. KSDE shall request a review by SPAs to determine

how closely aligned the state standards are to the SPA standards. States may also apply for authorization to award national recognition as a result of the state process, in which case the standards and program review processes would be reviewed by CAEP and the SPAs. 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*](#).

- C. KSDE has sole responsibility for program approval. The Evaluation Review Committee (ERC) will utilize information generated from the state review process to make decisions regarding Kansas program approval. Programs must be submitted to KSDE for approval eighteen months prior to the onsite accreditation visit.
- D. As evidence of quality, CAEP accepts the decisions of KSDE 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.

IV. Accreditation Visit Team Composition

Accreditation site visits will be conducted by joint review teams consisting of members appointed by CAEP and KSDE. The team will be led by co-chairs (one appointed by CAEP and the other by KSDE.) KSDE will appoint one less state team member than CAEP.

The following conditions apply to the CAEP/KSDE Accreditation Reviews:

- A. All members of a review team must have successfully completed CAEP or KSDE review team member training.
 - 1) The state team is selected from individuals who are trained in CAEP or KSDE on-site accreditation processes.
 - 2) State team members will have undergone a training session on CAEP unit standards and processes. This training is conducted jointly by KSDE and CAEP.
 - 3) All team members will have responsibility for data collection, discussion and writing of the team report. KSDE rules applying to conflict of interest will apply to the appointment of KSDE team members.
 - 4) KSDE-appointed voting team members have the same responsibility in the decision-making process as members appointed by CAEP.
- B. A state team member will be appointed co-chair of the joint team. The state and CAEP co-chairs will share equally all leadership responsibilities.
- C. A P-12 practitioner shall be a member of each CAEP team.
- D. The state teachers' association(s) may appoint a non-voting team member, hereafter, observer, for the offsite and onsite reviews at the association's expense. The observer may be asked to assume the responsibility for data collection and team discussion.
- E. The Commissioner of Education assigns staff member(s) as state consultant(s) for the visit. The state consultant(s) work with CAEP to coordinate the visit and

advise the team on state requirements, processes, nomenclature and special circumstances.

- F. 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 the responsibility for data collection and team discussion
- G. The EPPs will assume reasonable and customary expenses (travel, lodging and meals) for KSDE and CAEP team and one state consultant. The EPPS will not cover expenses for observers except for meals. The EPP will also cover the CAEP periodic evaluation fee. Onsite team activities will be conducted according to KSDE/CAEP Policies.
- H. The KSDE/CAEP team will produce one report which will be shared with KSDE and CAEP.
- I. To assure EPPs and the public that KSDE/CAEP reviews are impartial and objective, to avoid conflicts of interest, and to promote equity and high ethical standards in the accreditation system, KSDE/CAEP review team members will adhere to CAEP's Code of Conduct. The EPPs will have an opportunity to provide input regarding conflict of interests and evaluation of the team members selected.
- J. A visit would be allowed during any period of a week that the state, the institution, and CAEP mutually determine to be the best possible visit period. The length of an accreditation visit should be:
 - 1) For an initial visit—Four days
 - 2) For a continuous full visit—Four days
 - 3) For a focused visit—three daysThe EPPs may choose to follow the regular timeline set forth by CAEP.

V. Other terms and Conditions

- A. CAEP will collaborate with KSDE to plan, design and implement a range of training opportunities for reviewers.
 - 1) As part of this agreement, KSDE trained review team members may participate in all web training, onsite conferences and training for no registration fee, but must assume other expenses.
 - 2) CAEP will assume all expenses for one KSDE representative to attend the annual CAEP Clinic, with additional attendees welcome at the expense of KSDE.
 - 3) Additional training events may be arranged, including events in the state, on a cost-recovery basis with arrangements negotiated according to CAEP's policies regarding fees and expenses for training. KSDE will be responsible for the expenses for the trainees.
- B. KSDE will receive copies of all pertinent accreditation and if appropriate, SPAs approval documents and reports.
- C. KSDE will provide to CAEP its policy leading to a "Change in State Accreditation Status." KSDE will notify CAEP within thirty days of action taken by KSBE when a CAEP accredited educator preparation provider has had a "Change in State Accreditation Status".
- D. Responses to the final reports by the EPP and/or KSDE will follow procedures and timelines established in KSDE and CAEP policies.

- E. KSDE will be responsible for annual CAEP membership dues for KSDE.
- F. Final accreditation decisions are posted on KSDE's and CAEP's websites. CAEP sends the Kansas Commissioner of Education and the EPP a letter with the official accreditation decision. Additionally, CAEP provides written notice of all accreditation decisions to the U.S. Department of education, the appropriate state licensing or authorizing agency, all accrediting agencies recognized by the U.S. Department of Education and the Council for Higher Education Accreditation and the public (via the CAEP website).
- G. The partnership agreement shall be for an initial period of seven years (April 17, 2013, through July 31, 2019) and may be modified by the two parties during that time, if deemed to be necessary.
- H. To acknowledge the contribution of Kansas P-12 educators to the KSDE/CAEP accreditation processes as visiting team members or program reviewers, the state will work with professional organizations representing all levels of P-12 educators and education preparation providers to establish credit toward continuing education or professional learning requirements at the individual, local district, and state levels.
- I. The terms of this agreement have been reached by mutual consent and have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the plan as set forth herein.

VI. Nondebarment

CAEP certifies by its representative's signature hereon that neither it nor its principals have been or are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any agreement similar to this Agreement by any state or federal department or agency.

VII. Contractual Provisions Attachment. The provisions contained in the Contractual Provisions Attachment (Form DA-146a), attached hereto, are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

James G. Cibulka, President
Council for the Accreditation of Educator Preparation

DATE:

Dr. Diane DeBacker, Commissioner
Kansas State Department of Education

DATE:

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

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 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 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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) if it is determined that the contractor has violated applicable provisions of ADA, 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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.
8. **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.