

**REPRESENTATION AND WARRANTY REGARDING AND AGREEMENT AND AUTHORIZATION
FOR ACCESS TO INFORMATION AND RECORDS OF
PRIOR COMPLAINTS AND FINDINGS OF SEXUAL HARASSMENT, SEXUAL MISCONDUCT, SEXUAL
ASSAULT, AND OTHER FORMS OF DISCRIMINATORY CONDUCT.**

As an institution of higher education and a member of the Association of American Universities (AAU), the University of Kansas is committed to providing a workplace, living, and educational environment free of harassment, discrimination, and retaliation. To achieve that important goal, the University requires candidates for positions of senior administrators, coaches, and faculty to provide the University with certain assurances and access to information regarding their work, education, and criminal history sufficient for the University have the information it needs to ensure its students, faculty, and staff will be able to work, learn, live, and compete in an environment free of harassment and discrimination and focused instead on performance and merit.

Accordingly, to be hired for the position of employment for which you are being considered, the University requires that you provide the representations and warranties below. If you are not able to truthfully make any or all of the representations and warranties set forth below, the University requires you to provide complete and accurate information that explains why you are unable to do so, which the University will consider. In addition, whether or not you are able to truthfully make such representations and warranties, the University requires that you provide access to information from third parties via the authorization set forth below so that the University may conduct its own independent investigation of your background. If you are unwilling to do so, you may withdraw from consideration for University employment.

**REPRESENTATIONS AND WARRANTIES REGARDING
PRIOR COMPLAINTS AND FINDINGS OF SEXUAL HARASSMENT, SEXUAL MISCONDUCT, SEXUAL ASSAULT, AND
OTHER FORMS OF DISCRIMINATORY CONDUCT.**

As a candidate for employment at the University of Kansas, I _____
(candidate name), hereby represent and warrant the following statements shown by my initials and signature
below:

- Initial _____
1. In the last fifteen (15) years, I have not been accused of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.

 2. In the last fifteen (15) years, I have not retaliated or been accused of retaliation against any student, coworker, supervisor, or other person for making a complaint of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.

 3. In the last fifteen (15) years, I have not engaged in any form of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.

 4. In the past fifteen (15) years, I have not been found guilty or otherwise responsible for sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination.

 5. If employed by the University, I will fully and timely participate in all University training on the subjects of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination and will also require any employees reporting to me to do the same.

 6. Neither I nor, to my knowledge, any of my prior employers have entered into any type of settlement agreement related to allegations of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination against me.

I can truthfully make all of the representations and warranties I have initialed above, and I will promptly provide the University in writing an explanation of the circumstances related to those representations and warranties I have not initialed above. Upon request of the University, I will promptly provide to the University complete and accurate information related to my explanation as well as records in my possession and control disclosing information relating to those representations and warranties not initialed above. I understand that such disclosures (or failure to make such disclosures) may result in the end of my candidacy for employment at the University.

I further understand and agree that discovery of any failure by me to disclose such allegations, incidents, findings, or agreements to the University or to participate in such training will be considered a breach of these representations and warranties and will be grounds for the retraction of my offer of employment or, if discovered after my employment begins, immediate termination of my employment for cause, and may result in an action against me for damages.

Candidate Name

Address

City, State

Candidate Signature

Date

AUTHORITY AND CONSENT TO RELEASE INFORMATION

TO WHOM IT MAY CONCERN:

I _____ (candidate name), hereby authorize and direct you to release to the University of Kansas including Kansas Athletics, Inc., and their authorized employees, agents, investigators and assigns (the "University") employment records, civil and criminal court records, and any administrative, regulatory or governmental disciplinary records, professional or personal, related to me, upon request of the University.

In accordance with the Family Educational Rights and Privacy Act (FERPA), I also authorize and direct you to release to the University my education records, including academic and disciplinary records and records indicating degrees completed, as well as any necessary personally identifiable information, upon request of the University.

I also specifically authorize and direct you to disclose to the University any and all records of and information about complaints made against or about me alleging sexual harassment, sexual assault, or other sexual misconduct or discrimination, including complaints that I retaliated against anyone who made such a complaint or cooperated or participated in the investigation of such a complaint. Included in this authorization are statements made by me and any and all reports of any investigation, formal or informal, about such complaints, as well as records and information regarding any factual or legal findings regarding such complaints and any disciplinary or other corrective action imposed after such investigations, as well as any and all agreements settling or otherwise resolving claims, demands or lawsuits involving allegations of such misconduct by me, including allegations that I did not properly respond to complaints against others who reported to me as employee, student, and/or student-athlete.

This release is executed with full knowledge and understanding that the information is for the official use of the University and is for the purpose of evaluating my possible employment at the University. This authorization shall remain valid for a period of six (6) months after the date of my signature below.

To ensure that you are fully forthcoming with relevant and requested information about me, I hereby release you, as custodian of such records, and your officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family, or associates because of compliance with this authorization and request to release information, or any attempt to comply with it, and I encourage you to take steps to disclose such information about me while at the same time protecting the identities of parties who may have expectations of privacy related to the matters involved.

I further release the University including its authorized agents, investigators and assigns from any and all liability from acquiring information or otherwise acting pursuant to this authorization. I agree to hold harmless and release the provider(s) of such information, as well as the University and its representatives, from any liability under federal, state, or local laws or regulations pertaining to the release and use of such information. In that regard, I understand that such information may become a part of my personnel record at the University and may be subject to release to third parties. I therefore release the University from any and all liability relating to any such release to third parties. Should there be any question as to the validity of this release, you may contact me as indicated below.

I have read the foregoing authorization and release, understand it and agree to the terms and conditions therein. A photocopy of this document shall be considered as effective and valid as the original.

_____ Candidate Name	_____ Address	_____ City, State
_____ Phone	_____ Email Address	
_____ Candidate Signature		_____ Date