

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by the Department of Education's Office of Finance and _____ for the program entitled International Language Associate Salary Allocation, under the following terms and conditions.

1. Background

Any city, parish, or other public school system or school employing a International Language Associate or a graduate of the Escadrille Louisiana program shall receive a supplemental allocation from State Board of Elementary and Secondary Education of \$21,000 per teacher. Of the \$21,000 allocation received through the MFP, \$1,000 is to be paid to the Louisiana Department of Culture, Recreation, and Tourism (CRT) for costs associated with sponsorship and acquisition of J-1 Visas for applicable teachers.

2. Liaison Officials

The primary Point of Contact who shall function as the lead liaison for all implementation of services described in the Memorandum of Understanding (MOU) agreement is:

School System Financial Services – Room 5-230
Michelle Barnett, Budget Administrator
P.O. Box 94064
Baton Rouge, LA 70804
Michelle.Barnett3@la.gov
(225)342-3617

The secondary Point of Contact who shall serve as a secondary liaison regarding implementation of services described in the Memorandum of Understanding (MOU) agreement is:

Michele Braud, Coordinator of World Languages
Office of Academic Content – Room 4-205
P.O. Box 94064
Baton Rouge, LA 70804
Michele.Braud@la.gov
(225) 342-3395

They will serve as the contacts for fiscal and budgetary matters, programmatic matters, daily program operations, service delivery operations, and program monitoring.

3. Goals and Objectives

To reduce operational complexity for LEAs by allowing the Louisiana Department of Education to make the VISA payments to CRT from the MFP allocation.

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4. Funding Agreement, Conditions, Payment Terms, and Administrative Allocations

LEA hereby agrees to permit the Department of Education to withhold from LEA's Minimum Foundation Program funds for the 2022-2023 fiscal year the sum of one thousand dollars (\$1,000.00) for each applicable teacher which the Department of Education will remit, on behalf of LEA, to the Louisiana Department of Culture, Recreation and Tourism for the acquisition of J-1 VISAS for International Associate Teachers who will be employed by LEA.

5. Responsibilities

- Department of Education – Withhold the sum of one thousand dollars for each applicable teacher and remit the funds to CRT for the acquisition of J-1 VISAS
- Contractor – Permit the Department of Education to withhold the sum of one thousand dollars for each applicable teacher

6. Termination for Cause

The Department of Education may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default, and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement, provided that the Contractor shall give the State written notice specifying the State's failure. The State has the right to cancel this Agreement upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the State.

7. Termination for Convenience

The State may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

8. Remedies for Default

The provisions of *LSA - R.S. 39:1672.2 -1672.4* shall resolve any claim or controversy arising out of this Agreement.

9. Assignment

No Contractor shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Form E

10. Right to Audit

It is hereby agreed that the LDE's Internal Auditors, the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration's auditors, and/or other auditors representing State or Federal government shall have the option of auditing all accounts or records of the Contractor which relate to this Agreement. All copies of audits must be forwarded to the LDE's Internal Audit Section.

11. Execution

This MOU shall begin on July 1, 2022 and shall terminate on June 30, 2023. The effective date of this MOU may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this agreement is deemed necessary, an amendment may be prepared by and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to the State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

12. Fiscal Funding

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

13. Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14. Compliance Statement

The LDE's designated Contract Monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable Federal and State laws and regulations and the SBESE's policies. The designated Monitor is aware that he/she is subject to disciplinary or appropriate legal action if his/her assurance is knowingly in violation of public laws or the SBESE's policies.

By executing this contract, Contractor certifies that Contractor has conducted, with due diligence, an examination of its business relationships and affairs and to the best of Contractor's knowledge, information and belief, Contractor is not prohibited from entering into this contract by La. R.S. 42:1113. Contractor further acknowledges that a violation of La. R.S. 42:1113 shall be grounds for termination of this contract for convenience.

15. Debarment and Suspension Clause

The Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

16. Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of La. R.S. 17:3914, the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to La. R.S. 17:3914, FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to La. R.S. 17:3914, FERPA and/or IDEA to the Department at the conclusion of this contract.

17. Collections Fees

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

18. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

THUS DONE and SIGNED by the parties on the dates next to their respective signatures below.

Witnesses' Signatures

Contractor's Signature

By: _____
Date

Printed Name: _____

Title: _____

Telephone: _____

State Agency Signatures

Assistant/Deputy Superintendent Date

****(Contracts exceeding \$50,000 require the following additional signatures)***

*President, State Board of Date
Elementary and Secondary Education