



## 2021-2022 Estimated LEA Cost for ACT & ACT WorkKeys Testers Worksheet for Non-Public Schools Receiving State Funding Only

In order to estimate the cost for 2021-2022 LEA-funded ACT and ACT WorkKeys testers, the information below must be completed and returned to LDOE with the signed [2021-2022 ACT Memorandum of Understanding \(MOU\)](#) by September 30, 2021. **Important: All three subtests for the paper-based tests will be in the same test booklet. ACT will bill for any subtests that were attempted by students. For example, if a student only attempted to retake one subtest, they will only be billed for one subtest.**

LEA Code: \_\_\_\_\_ LEA Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

*(individual completing form)*

Contact email: \_\_\_\_\_

**Directions for completing the form and calculating information:**

- Enter the expected number of students for which the LEA expects to pay in each category. Enter "0" if there are no testers in a category testing at LEA expense. The other columns will auto calculate and fill.
- Select same payment options as indicated on page 4 of the ACT MOU.
- Sign, print, scan, and email to LDOE with the signed ACT MOU. Checks are payable to LDOE and mailed to: Louisiana Department of Education, Division of Appropriation Control, PO Box 94064, Baton Rouge, LA 70804

Assessment	Cost	Enter Expected # of Students Testing at LEA Expense	Total Estimated Cost <i>(do not enter an amount: this will auto calculate)</i>	75% of Total Estimated Cost <i>(do not enter an amount: this will auto calculate)</i>
<b>ACT 12<sup>th</sup> grade repeat testers only</b>	\$36.75 per assessment			
<b>ACT WorkKeys All initial testers (both paper &amp; online) except 11<sup>th</sup> grade career diploma students</b>	\$33.00			
<b>ACT WorkKeys All Repeat Tests Only</b>	\$11.00 Applied Math			
	\$11.00 Workplace Documents			
	\$11.00 Graphic Literacy			
<b>Total</b>				

75% of the total estimated cost for expected expenses is to be paid to LDOE by the indicated payment option below.

- One pre-payment due by December 17, 2021
- Two pre-payments due by December 17, 2021 and January 21, 2022

\_\_\_\_\_  
LEA Superintendent Printed Name

\_\_\_\_\_  
LEA Superintendent Signature

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
2021-2022 Memorandum of Understanding  
Non-Public LEAs Receiving State Funding for State Scholarship Students**

THIS MEMORANDUM OF UNDERSTANDING (MOU), is entered into by the Louisiana Department of Education (hereinafter referred to as the "State") and \_\_\_\_\_, a political subdivision of the State of Louisiana,

*LEA Code and LEA Name*  
who is officially domiciled at \_\_\_\_\_ (hereinafter referred to as the "LEA".)  
*LEA Mailing Address*

**WITNESSETH:**

WHEREAS, the LEA desires to cooperate with the State in the implementation of the ACT Assessment Series as hereinafter provided; WHEREAS, the public purpose is described as:

- *To allow all SY2021-2022 Louisiana non-public LEAs receiving state funding for 11<sup>th</sup> grade students an opportunity to participate in ACT testing,*
- *To allow all SY2021-2022 Louisiana non-public LEAs receiving state funding for 12<sup>th</sup> grade students an opportunity to retake the ACT to improve their individual scores on the Official State Administration dates:*
  - *Initial Standard Time Online and Online Accommodated testing window: March 8-10 and March 15-17*
  - *Makeup Standard Time Online and Online Accommodated testing window: March 22-24 and March 29-31*
  - *Initial Accommodated Paper testing window: March 8-11 and March 14-18*
  - *Makeup Accommodated Paper testing window: March 22-25, 28-31, and April 1*
- *To allow all SY2021-2022 Louisiana non- public LEAs receiving state funding for 11<sup>th</sup> and 12<sup>th</sup> grade students an opportunity to participate in WorkKeys testing from October 6, 2021-April 29, 2022.*
  - *Fall Paper Accommodated testing window: October 6-8, 11-15, 18, 2021 and November 3-5, 8-9, 2021*
  - *Spring Paper Accommodated testing window: March 9-11, 14-18, 21, 2022 and March 23-25, 28-April 1, 4, 2022*

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**1. Scope of Services**

**LEAs** hereby agrees to the following services:

- a. *Specific goals and objectives for enrolled Louisiana non-public LEAs receiving state funding for students:*
  - i. *To agree to test 12<sup>th</sup> grade students who have previously taken the ACT at a cost of \$36.75 per administered test,*
  - ii. *To agree to administer ACT WorkKeys tests to enrolled 11<sup>th</sup> grade students not on a career diploma pathway and any 12<sup>th</sup> grade student at a cost of \$11.00 per subject test*

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
2021-2022 Memorandum of Understanding  
Non-Public LEAs Receiving State Funding for State Scholarship Students**

- b. Deliverables for enrolled Louisiana non-public LEAs receiving state funding for students:*
  - i. To provide 12th grade students who have previously taken the ACT test an opportunity to retake the paper and online ACT on the Official State Administration dates,*
  - ii. To provide 11th grade students not on a career diploma pathway an opportunity to take the ACT WorkKeys assessment on the Official State Administration dates,*
  - iii. To provide 11th grade students on a career diploma pathway additional opportunities to take the ACT WorkKeys assessment on the Official State Administration dates,*
  - iv. To provide 12<sup>th</sup> grade students an opportunity to take the ACT WorkKeys assessment on the Official State Administration dates.*
- c. Performance Measures for enrolled Louisiana non-public LEAs receiving state funding for students*

*After the administration of the test and scoring is completed, ACT will provide the Department a file containing assessment results for the students tested,*
- d. Monitoring Plan for Louisiana non-public LEAs receiving state funding for students*
  - i. The State will use students' LA secure identification numbers (LASID) and other de-identified data to create a list of 12<sup>th</sup> grade students who have previously taken the ACT (Match List) and a list of 12<sup>th</sup> grade students being administered the ACT for the first time (No Match List) on the 2021-2022 testing date,*
  - ii. The State will use students' LASID numbers and other de-identified data to identify the 11th grade students not on a career diploma pathway and 11<sup>th</sup> and 12<sup>th</sup> grade students who have previously taken ACT WorkKeys,*
  - iii. The State will use these lists to determine the number of students tested at the LEA's expense and provide reconciliation invoices to the LEAs after the administration of the assessments.*

**2. Liaison Officer**

The primary point of contact that shall function as the State's lead liaison for all implementation of services described in this Agreement is:

Trish Newman  
Education Program Consultant  
Office of Academic Policy and  
Analytics Louisiana Department of  
Education 1201 North Third St.  
Baton Rouge, LA 70802

The primary point of contact that shall function as the **LEA's** lead liaison for implementation of services described in this Agreement is the LEA Superintendent.

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
2021-2022 Memorandum of Understanding  
Non-Public LEAs Receiving State Funding for State Scholarship Students**

**3. LEA Responsibilities**

The *LEA* will:

- a. *Supply the Department with the following data:*
  - *The estimated number of 12<sup>th</sup> grade non-public LEA students receiving state funding who have previously taken the ACT test (ACT Match List), and plan to retake the ACT on the initial or the makeup dates. This information must be provided by **September 30, 2021**,*
  - *The estimated number of 11<sup>th</sup> grade non-public LEA students not on a career diploma pathway and 12<sup>th</sup> grade non-public LEA students receiving state funding who plan to take the ACT WorkKeys assessment. This information must be provided by **September 30, 2021**.*
- b. *By submitting these lists, the LEA is providing estimates for:*
  - *the potential number of 12<sup>th</sup> grade non-public LEA students retaking the ACT test (Match List) at the expense of the LEA,*
  - *the potential number of 11<sup>th</sup> grade non-public LEA students receiving state funding who are not on a career diploma pathway taking the ACT Workkeys assessment at the expense of the LEA,*
  - *the potential number of 12<sup>th</sup> grade non-public LEA students receiving state funding taking the ACT WorkKeys assessment at the expense of the **LEA**,*
- c. *Provide payment for SY2021–2022 Louisiana non-public LEAs receiving state funding for schools:*
  - *12<sup>th</sup> grade students who take the ACT and have an ACT score from a previous ACT test administration (Match List),*
  - *11<sup>th</sup> grade students not on a career diploma pathway who take the ACT WorkKeys assessment during the state administration testing window,*
  - *11<sup>th</sup> grade students on a career diploma pathway who retake any subtest of the ACT WorkKeys assessment,*
  - *12<sup>th</sup> grade students who take the ACT WorkKeys assessment during the state administration testing window.*

**4. Payment Terms**

In consideration of the services described above, the LEA hereby agrees to pay for testing the following enrolled Louisiana non-public students receiving state funding:

- a. **\$36.75 per ACT test administered to:**
  - *12<sup>th</sup> grade students having an ACT score from a previous ACT administration*
- \$11.00 per repeat WorkKeys subtest administered to:**
  - *11<sup>th</sup> grade students not on the career diploma pathway*
  - *11<sup>th</sup> grade students on the career diploma pathway who retake any subtest of the WorkKeys assessment during the current school year*
  - *12<sup>th</sup> grade students*

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
2021-2022 Memorandum of Understanding  
Non-Public LEAs Receiving State Funding for State Scholarship Students**

The **LEA** will indicate a payment method by placing an “X” in the box in front of one of the following payment options:

- the LEA will make one pre-payment using the following method***
  - *Utilizing the estimated testing numbers submitted by the **LEA** to the State in September, the **LEA** will calculate the estimated total cost of the ACT and WorkKeys assessments and the LEA will pay the State 75 percent of the total estimated cost by the **17th day December 2021.***
- the LEA will make two pre-payments using the following method:***
  - *Utilizing the estimated testing numbers submitted by the **LEA** to the State in September, the **LEA** will calculate the estimated total cost of the ACT and WorkKeys assessments and the **LEA** will pay the State 75 percent of the total estimated cost in two pre-payments by the **17th day of December 2021 and the 21nd day of January 2022.***

Following the administration of all assessments contemplated under this MOU,

- a. The Department will receive the total invoice from ACT by June 21, 2022 and reconcile the costs versus the prepayment,
- b. The **LEA** will receive a reconciliation invoice dated no later than June 30, 2022 indicating a refund for the overpayment or required payment for the remaining balance,
- c. The **LEA** will remit the payment for the remaining balance to the State by July 15, 2022,
- d. The State will refund the overpayment to the **LEA** by July 30, 2022.

### **5. Termination for Cause**

Either party may terminate this agreement for cause based upon the failure of the other party (the “breaching party”) to comply with the terms and/or conditions of the agreement, provided that the non-breaching party shall give the breaching party written notice specifying the failure. If within thirty (30) days after receipt of such notice, the breaching party has not both corrected such failure and thereafter proceeded diligently to complete such correction, then the non-breaching party may, at its option, place the breaching party in default and the agreement shall terminate on the date specified in such notice.

### **6. Termination for Convenience**

Either Party may terminate the agreement at any time by giving thirty (30) days’ written notice to the other party. In the event the LEA terminates this Agreement pursuant to this Section, the LEA shall remain responsible for any completed assessments occurring prior to the date of termination.

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
2021-2022 Memorandum of Understanding  
Non-Public LEAs Receiving State Funding for State Scholarship Students**

**7. Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved pursuant to Louisiana law. Jurisdiction and venue for any and all litigation arising out of this MOU shall be in East Baton Rouge Parish in the 19<sup>th</sup> Judicial District Court for the State of Louisiana.

**8. Ownership**

All records, reports, documents and other material related to this Agreement and/or prepared by the State in connection with the performance of services agreed to herein shall remain the property of the State, and upon termination or expiration of this MOU, shall be returned to the state.

**9. Auditors Clause**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or Louisiana Department of Education auditors shall have the option of auditing all accounts of which relate to this Agreement.

**10. Discrimination Clause**

The contractor agrees to abide by the requirement 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 requirement 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, gender identity, 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 the contract.

**11. Compliance Statement**

The States designated agreement 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 BESE's policies. The designated monitor is aware that he/she is subject to disciplinary or appropriate legal action if their assurance is knowingly in violation of public laws or the BESE's policies

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
2021-2022 Memorandum of Understanding  
Non-Public LEAs Receiving State Funding for State Scholarship Students**

**12. Debarment and Suspension Clause**

Participant receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any federal or state program.

**13. Nonassignability**

Neither Party shall not assign any interest in this Agreement by assignment, transfer, or novation without prior written consent of the other party.

**14. Severability**

The provisions of this Agreement are severable. Any terms and/or conditions that are deemed illegal or invalid shall not have any effect on any other terms or condition of this Agreement.

**15. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter. Any amendments to this Agreement must be reduced to writing and signed by both parties.

**16. Term of Agreement**

Upon signature of both Parties, this agreement shall be effective on *November 1, 2021* and shall terminate on *August 12, 2022*. *THUS DONE AND SIGNED* at Baton Rouge, Louisiana on the day, month and year first written below. *IN WITNESS WHEREOF*, the parties have executed this Agreement as of this 1<sup>st</sup> day of November, 2021.

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
2021-2022 Memorandum of Understanding  
Non-Public LEAs Receiving State Funding for State Scholarship Students**

**LEA Participant Signatures**

\_\_\_\_\_  
*Print LEA Superintendent Name*

\_\_\_\_\_  
*LEA Superintendent Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print LEA Superintendent Email Address*

\_\_\_\_\_  
*Print Fiscal Contact Name*

\_\_\_\_\_  
*Fiscal Contact Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Fiscal Contact Email Address*

\_\_\_\_\_  
*Print Witness Name*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Date*

\*\*\*\*\*

*The following to be completed by the State Agency.*

**State Agency Signatures**

\_\_\_\_\_  
*Assistant Superintendent Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*State Superintendent Signature*

\_\_\_\_\_  
*Date*

***Contracts exceeding \$50,000 requires the following additional signature of the President, State Board of Elementary and Secondary Education.***