

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
Memorandum of Understanding**

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, who is  
LEA Name  
officially domiciled at \_\_\_\_\_ (hereinafter  
LEA Mailing Address  
referred to as the "LEA (Local Education Agency or LEA" or "District").

**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 SY2016-2017 Louisiana public and scholarship 11<sup>th</sup> grade students an opportunity to participate in ACT testing,*
- *To allow all SY2016–2017 Louisiana public and scholarship 12th grade students an opportunity to retake the ACT to improve their individual scores on the following testing dates: March 21, 2017, the Official State Administration date, and May 3, 2017, the Official Makeup date, and*
- *To allow all SY2016-17 Louisiana public and scholarship 11<sup>th</sup> and 12<sup>th</sup> grade students an opportunity to participate in WorkKeys testing,*

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

**1. Scope of Services**

LEA hereby agrees to the following services:

*a. Specific goals and objectives for enrolled Louisiana public and scholarship:*

- i. To agree to test 12th grade students who have previously taken the ACT at a cost of \$36.00 per administered test,*
- ii. To agree to administer ACT WorkKeys tests to enrolled 11th grade students not on the career diploma pathway and all 12th grade students at a cost of \$8.00 per administered subtest and \$7.00 per National Career Ready Certificate: \$3.50 registration fee and \$3.50 printing fee*

*b. Deliverables for enrolled Louisiana public and scholarship:*

- i. To provide 12th grade students who have previously taken the ACT test an opportunity to retake the ACT on March 21, 2017 or on the makeup date of May 3, 2017,*

- ii. *To provide 11th grade students not on career diploma pathways an opportunity to take the ACT WorkKeys assessment by May 12, 2017.*
- iii. *To provide Louisiana public and scholarship 11th grade students on the career diploma pathway additional opportunities to take the ACT WorkKeys assessment by May 12, 2017.*
- iv. *To provide Louisiana public and scholarship 12<sup>th</sup> grade students an opportunity to take the ACT WorkKeys assessment by May 12, 2017.*

*c. Performance Measures*

- i. *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 public and scholarship:*

- i. *The State will use students' LA secure identification numbers (LASID) to create a list of 12<sup>th</sup> grade students who have previously taken the ACT (Match List) and a list of 12th grade students being administered the ACT for the first time on the 2017 testing dates (No Match List).*
- ii. *The State will use students' LASID numbers to identify the 11th grade students not on the career diploma pathway and 11<sup>th</sup> and 12<sup>th</sup> grade students who have previously taken ACT WorkKeys,*
- iii. *From these lists the State will determine the number of students tested at the LEA's expense and provide reconciliation invoices to the LEAs after administration of the assessments.*

**2. Liaison Officers**

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 Gilbert  
 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 District Superintendent.

**3. District LEA Responsibilities**

The District LEA will:

- a. *Supply the Department with the following data:*
  - o *The estimated number of 12<sup>th</sup> grade public and scholarship students who have previously taken the ACT test (ACT Match List),*

*and plan to retake the ACT on March 21, 2017 or the makeup date of May 3, 2017. This information should be provided by December 16, 2016.*

- *The estimated number of 11<sup>th</sup> grade public and scholarship students not on the career diploma pathway, 12<sup>th</sup> grade students who plan to take the ACT WorkKeys assessment, and the estimated number of National Career Ready Certificates (NCRCs) to be earned. This information should be provided by December 16, 2016.*
  
- b. *By submitting these lists, the LEA is providing estimates for:*
  - *the potential number of 12<sup>th</sup> grade public and scholarship students retaking the ACT test (Match List) at the expense of the LEA,*
  - *the potential number of 11<sup>th</sup> grade public and scholarship students who are not on the career diploma pathway taking the ACT Workkeys assessment at the expense of the LEA,*
  - *the potential number of 12<sup>th</sup> grade public and scholarship students taking the ACT WorkKeys assessment at the expense of the LEA,*
  - *the potential number of 11<sup>th</sup> and 12<sup>th</sup> grade public and scholarship students previously listed earning NCRCs at the expense of the LEA.*
  
- c. *Provide payment for SY2016–2017 Louisiana public and scholarship schools:*
  - *12<sup>th</sup> grade students who take the ACT assessment and have an ACT score from a previous ACT test administration (Match List),*
  - *11<sup>th</sup> grade students not on the career diploma pathway who take the ACT WorkKeys assessment during the state administration testing window,*
  - *11<sup>th</sup> grade students not on the career diploma pathway who earn NCRCs,*
  - *11<sup>th</sup> grade students on the career diploma pathway who retake any subtest of the ACT WorkKeys assessment,*
  - *12<sup>th</sup> grade students who earn NCRCs .*

#### **4. Payment Terms**

In consideration of the services described above, the District hereby agrees to pay for the following enrolled Louisiana public and scholarship school:

- a. *\$36.00 per ACT test administered to:*
  - *12<sup>th</sup> grade students having an ACT score from a previous ACT administration*
  
- b. *\$8.00 per 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*

- c. *\$7.00 per National Career Ready Certificate earned by:*
  - o *11<sup>th</sup> grade students not on the career diploma pathway*
  - o *12<sup>th</sup> grade students*

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

- the State will withhold a one-time deduction from the February Minimum Foundation Program (MFP) payment using the following method***
  - o *Utilizing the estimated testing numbers submitted by the District to the State in December, the District will calculate the estimated total cost of the ACT and WorkKeys assessments and the State will withhold 75 percent of the estimated total cost from the February MFP payment.*
  
- the LEA will make four pre-payments beginning in January thru April using the following method***
  - o *Utilizing the estimated testing numbers submitted by the District to the State in December, the District will calculate the estimated total cost of the ACT and WorkKeys assessments and the District will pay the State 75 percent of the estimated total cost in four pre-payments by the 10<sup>th</sup> day of each month beginning January thru April 2017.*

Following the administration of all assessments contemplated under this MOU,

- a. The Department will receive the total invoice from ACT by June 23, 2017 and reconcile the costs versus the prepayment,
- b. The District will receive a reconciliation invoice no later than June 30, 2017 indicating a refund for the overpayment or required payment for the remaining balance
- c. The District will remit the payment for the remaining balance to the State by July 15, 2017
- d. The State will refund the overpayment to the District by July 30, 2017

## **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 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.

## **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 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.

**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 *December 16, 2016* and shall terminate on *August 14, 2017*. *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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**District/LEA Participant Signatures**

District/LEA Superintendent

\_\_\_\_\_  
Print Superintendent Name

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

**Witness for District/LEA Superintendent**

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

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

**District/LEA Fiscal Contact**

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

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

## State Agency Signatures

Assistant Superintendent

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

\_\_\_\_\_  
Date

State Superintendent of Education

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

\_\_\_\_\_  
Date

***\*(Contracts exceeding \$50,000 requires the following additional signature)***

\* President, State Board of Elementary and Secondary Education