

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
Supplemental Course Allocation Collaborative Endeavor Agreement**

This Agreement (“Agreement”) is entered into by the State Department of Education (referred to as “State” below) and _____ school district, charter school, special school, (referred to below as “District/Independent Charter School”), which has as its principal place of business at _____ under the following terms and conditions.

1. Scope of Services

This Agreement is intended to streamline the payment process for LDOE’s Course Choice Postsecondary Dual Enrollment course offerings funded through Supplemental Course Allocation.

The State will:

1. Contract with the Louisiana Office of Student Financial Assistance (LOSFA) to utilize their Grant Award System for payment processing of Dual Enrollment course offerings.
2. Provide MFP funds to LOSFA on behalf of the District/Independent School to pay for Dual Enrollment course offerings offered through Supplemental Course Allocation.
3. Receive enrollment counts of students from LOSFA based on District/Independent School to account for payment to Postsecondary institutions.
4. Ensure that LOSFA is paying Postsecondary institutions according to enrollment counts on a monthly basis.

2. Liaison Officer

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

Ernise S. Singleton, PhD
Office of Student Opportunities
Louisiana Department of Education
P.O. Box 94064
Baton Rouge, LA 70804-9064
Telephone: 225.342.3358

The primary point of contact who shall function as the District or School’s lead liaison for all matters relevant to this Agreement is _____. Contact information for this lead liaison is as follows:

- Name:**
Address:
Office Phone:

Mobile Phone:
Fax Number:
Email Address:

3. District or School Responsibilities

The District or School will:

1. Register students with Postsecondary institutions using process already in place with postsecondary institution.
2. Inform the Postsecondary institution that tuition will be paid using allocation received via Supplemental Course Academy.

4. Payment Terms

Payments will be made as follows:

- LOSFA will provide LDOE an invoice for the total amount of payment requests by the 10th of each month. The invoice from LOSFA will be listed by cost per District/Independent School.
- LDOE will remit funds via Intra-agency Transfer by the 25th of each month to LOSFA.
- LOSFA will pay each participating Postsecondary intuitions' invoice by the end of each month.

The District or School understands there are **no refunds** for course enrollments after the end of the registration period regardless of circumstances.

There is no “transferability” or “carryover” of enrollment costs.

5. Termination for Cause

This Agreement may be terminated for cause by the State based upon failure of the District or School to comply with the terms and/or conditions of this Agreement, provided that written notice is provided to the District or School specifying the failure. If within thirty (30) days after receipt of such notice the District or School has not corrected such failure (or, in the case that the District or School has not begun good faith efforts to correct a failure that cannot be corrected in thirty (30) days), this Agreement may be terminated on the date specified in the written notice. All amounts due course providers up until the date of termination will still be due from the District or School.

6. Termination for Convenience

This Agreement may be terminated for convenience at any time by the State giving thirty (30) days written notice. All amounts due course providers up until the date of termination will still be due from the District or School.

7. Remedies or Default

Any claim or controversy arising out of this Agreement shall be governed by the provisions of LSA-R.S. 39:1524-1526.

8. Auditors

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 that relate to this Agreement.

9. Discrimination Clause

The District or School agrees to abide by the requirements of the following as applicable:

- *Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972*
- *Federal Executive Order 11246*
- *Federal Rehabilitation Act of 1973, as amended;*
- *Vietnam Era Veterans Readjustment Assistance Act of 1974*
- *Title IX of the Education Amendments of 1972*
- *Age Act of 1975*
- *Americans with Disabilities Act of 1990*

10. Debarment and Suspension Clause

The District or School hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

11. Nonassignability

The District or School shall not assign any interest in this Agreement by assignment, transfer or novation, without prior written consent of the State.

12. Severability

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

13. Entire Agreement

This Agreement (together with any addenda, appendices or exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter. No verbal commitments, except for those reduced to writing and included in this Agreement may have any binding effect. Any amendments to this Agreement must be reduced to writing and signed by both parties.

14. Term of Agreement

The Agreement shall begin on July 31, 2015 and terminate on June 30, 2016.

THUS DONE AND SIGNED on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, year _____.

State Agency Signatures

Deputy Superintendent - Finance

Assistant Superintendent – Student Opportunities

District or School Signatures

Name:

Title: