STATE OF LOUISIANA

**DEPARTMENT OF EDUCATION**

**COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR, made and entered into by and between Louisiana Department of Education of the State of Louisiana (hereinafter referred to as the "State") and  *(name of LEA)* officially domiciled at  *(enter address, including city state and zip code)* (hereinafter referred to as the and “LEA”).

**WITNESSETH:**

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that

"for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...; "and

WHEREAS, the Louisiana Department of Education desires to cooperate with the LEA in the implementation of the Foreign Associate Teacher program as hereinafter provided;

WHEREAS, the public purpose is described as: facilitation of the acquisition of J-1 visas for Foreign Associate Teachers who will teach foreign language courses offered to students enrolled in LEA’s school(s);

WHEREAS, the Louisiana Legislature in the appropriations act for the 2014-2015 fiscal year appropriated twenty-one thousand dollars ($21,000.00) to LEA to fund the employment of a Foreign Associate Teacher by LEA, with one thousand dollars ($1,000.00) of that amount to be used by LEA to fund the acquisition of a J-I visa for the Foreign Associate Teacher;

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

LEA hereby agrees to permit the Department of Education to withhold from LEA’s Minimum Foundation Program funds for the 2014-2015 fiscal year the sum of one thousand dollars ($1,000.00) 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 Foreign Associate Teachers who will be employed by LEA.

Either party may terminate this Agreement at any time by giving thirty (30) days’ written notice to the other. Upon termination, LEA shall not be entitled to a return of any funds that the Department of Education has, prior to the date of termination, remitted to the Louisiana Department of Culture, Recreation and Tourism on behalf of LEA and LEA agrees that, upon termination of this agreement that, LEA shall assume full responsibility for payment of costs associated with the acquisition of J-1 visas for its Foreign Associate Teachers.

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

It is hereby agreed that the Louisiana Department of Education auditors, Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other auditors representing state or federal government shall have the option of auditing all accounts that relate to this Agreement. All copies of audits must be forwarded to the Louisiana Department of Education Internal Audit section.

This agreement shall begin on *(beginning date)* and shall terminate on *(ending date)*. The effective date of this agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date.

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

LEA 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 Veteran's Readjustment Assistance Act of 1974*
* *Title IX of the Education Amendments of 1972*
* *Age Act of 1975*
* *Americans with Disabilities Act of 1990*

The LEA agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the LEA or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Exclusive jurisdiction and venue for any and all suits between the State and LEA arising out of, or related to, this Agreement 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 agreement.

***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  *date* .

**Louisiana Department of Education Signatures**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant Superintendent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 State Superintendent of Education

 **LEA’S Signature**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_(\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_