|  |
| --- |
| **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, non-public school (referred to below as “District or 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 administration of the Supplemental Course Allocation (or “SCA”) program by empowering the State to pay SCA course providers on behalf of the District or School.

The State will:

1. Maintain an online registration system that the District or School will utilize to enroll students in SCA course offerings. The State will provide mid-year and end-of-year grades through this online registration system;
2. Provide timely updates to the District or School on its expenditure of SCA funds, assisting the District or School fully utilize its SCA funds before registration period deadlines;
3. Provide the District or School with periodic updates that indicate any SCA funds that are no longer committed – and may be allocated to additional student course enrollments – based on student withdrawals;
4. Provide a series of other services integral to the effective implementation of SCA, as determined by the State, including but not limited to assistance to teachers, counselors and other District or School personnel and oversight of course providers;
5. Calculate the payments due course providers based on SCA guidelines for course provider payment and develop an invoice reflecting these amounts due with appropriate back-up for review and approval by the District or School; and
6. Disburse payments due to course providers on behalf of the District or School upon the District or School’s approval of the invoice presented.

**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:

Stephanie Marcum

Office of Student Opportunities

Louisiana Department of Education

P.O. Box 94064

Baton Rouge, LA 70804-9064

Telephone: 225.219.1721

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. Coordinate the review and approval of student enrollments in SCA course offerings (among schools if a District, within the school if a School);
2. Support students taking SCA course offerings, including (as required) access to school computers, appropriate adult supervision on school premises, relevant counseling and other services customary for the District or School to provide its students, along with (if applicable) any transportation services agreed to with course providers. The District or School will also transcript all grades without deviation from the provider grades;
3. Assign employees to participate in SCA webinars and training sessions as appropriate;
4. Conduct a timely and thorough review of all SCA reports and invoices provided by the State to the District or School;
5. Respond timely to phone calls, emails and requests from SCA team members; and
6. Promptly authorize the State to pay approved course provider invoices.

**4. Payment Terms**

Payments will be made as follows:

* Beginning of semester invoices: an official count of students successfully enrolled (i.e., enrolled and confirmed to have started their coursework) will be tallied by the State after the end of the announced registration period (which will be September 12, 2014 for the 2014-2015 school year – the State will announce additional registration deadlines for this and future school years via newsletters and email);
* End of semester invoices: an official count of students successfully completing a course (i.e., completed all assignments and received a grade, even a grade of F) will be tallied by the State at the end of the semester, on a date indicated by the State to both course providers and the District or School;
* The District or School agrees to review and approve (or provide comment / corrections, then review and approve) invoices provided by the State within 30 days of presentation. *All invoices must be reviewed, approved and returned to the State no later than June 8, 2015*;
* With approval of an invoice, the District or School approves payment by the State on its behalf, deducting these funds from the District or School’s SCA funding. The District or School also agrees to allow the Department to deduct any District or School-approved amounts due in excess of the District or School’s SCA funding from future MFP funds due the District or School.

The District or School understands that failure to approve an invoice within 30 days of presentation or the June 8, 2015 deadline (or failure to provide comment / corrections, then review and approve) shall result in: a) student(s) being dropped from their course(s); b) the District or School not being able to enroll student(s) in subsequent semesters; and c) the District or School not having access to the online registration system.

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, expect 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, 2014 and terminate on June 30, 2015.

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

***IN WITNESS WHEREOF****,* the parties have executed this Agreements as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, year \_\_\_\_\_\_\_\_.

 **State Agency Signatures**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Deputy Superintendent - Finance

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

 Assistant Superintendent – Student Opportunities

 **District or School Signatures**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

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

 Title: