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 contractor)* officially domiciled at  *(enter address, including city state and zip code)* (hereinafter referred to as the and “Contractor”).

**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 agency desires to cooperate with the Contracting Party in the implementation of the ACT Testing Project for all Seniors as hereinafter provided;

WHEREAS, the public purpose is described as: *To allow all SY2013–2014 Seniors an opportunity to participate in ACT Testing. And to allow SY2013–2014 Seniors an opportunity to retake the ACT and to improve their individual scores during the following testing date; March 18th,the Official State Administration date and April 1st, 2014 as the Official Makeup date.*

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

1. **Scope of Services**

Contractor hereby agrees to furnish the following services: *(If the Scope of Services is lengthier than will fit here, it may be attached separately.)*

1. ***Specific goals and objectives: To agree to test enrolled seniors for the SY2013–2014 who have previously taken the ACT at $33 per student.***
2. ***Deliverables: To provide seniors who have previously taken the ACT test an opportunity to retake the ACT on March 18th or the makeup date of April 1st.***
3. ***Performance Measures: After the Administration of the test and scoring are completed, ACT will provide the Department a file containing the seniors.***
4. ***Monitoring Plan:*** *The Department will match prior enrolled La. Public school seniors who have previously taken the ACT to the new list of La. Public school seniors who have taken the ACT. From this match the Department will determine the number of students tested at the District’s expense and provide invoices to the Districts for reimbursement to the Department.*

**2. Liaison Officers**

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

Bill Morrison, Ed.D.

Assistant Superintendent

La. Department of Education

1201 North Third St.

Baton Rouge, LA 70802

The primary point of contact who shall function as the District’s lead liaison for all implementation of services described in this Agreement is the District Superintendent.

**3. District Responsibilities**

The District will:

* Supply the Department a list of seniors who have previously taken the ACT test who will retake the ACT on March 18th or the makeup date of April 1st by ~~November 29, 2013~~ December 9, 2013.
* By submitting this list, the district is approving the individual SY2013–2014 La. Public School seniors who will be retaking the ACT test using the list provided by ACT.
* If the list changes, provide the Department with the list of approved students two months prior to the March 18th Administration test date.
* Provide payment for individual SY2013–2014 La. Public School seniors who retook the ACT test on the Administration date or the makeup test date.

**4. Payment Terms**

In consideration of the services described above, the District hereby agrees to pay the State a maximum fee of $*33 per enrolled La. Public School senior who is retaking the ACT test*. Payments are scheduled as follows:

* An official list of enrolled Public School seniors that retook the ACT test on the Administration date or the makeup date will be sent to the District Superintendent.
* The District agrees to render payment to the La. Department of Education within thirty (30) days of the date of invoicing.

**5. Termination for Cause**

The State may terminate this Contract for cause based upon the failure of the District to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt such

notice, the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**6. Termination for Convenience**

The State may terminate the Contract at any time by giving thirty (30) days’ written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent

work has been performed satisfactorily.

**7. Remedies for Default**

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

# 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 shall upon request, be returned to the state by the district, at the District’s expense at the termination of this Agreement

**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**

Contractor 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 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, national origin, veteran status, political affiliation, or disabilities.

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

**11. Compliance Statement**

The States designated contract 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**

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

**13. Nonassignability**

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

**14. Severablility**

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. No verbal commitments, except for those reduced to writing may have any binding effect. Any amendments to this Agreement must be reduced to writing and signed by both parties.

**16. Term of Contract**

This contract shall begin on *~~November 29, 2013~~* December 9, 2013 and shall terminate on *June 30, 2014*.

***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* .

(Date the District Superintendent Signs)

**State Agency Signatures**

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

Assistant Superintendent

**WITNESSES’ SIGNATURES**  **CONTRACTOR’S SIGNATURE**

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

District Superintendent

(Witnesses for District Superintendent) Telephone: \_(\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Superintendent’s Telephone

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State Superintendent of Education

***\*(Contracts exceeding $50,000 require the following additional signatures)***

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\* President, State Board of

Elementary and Secondary Education