

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
2019-2020 Memorandum of Understanding
Public and Charter Schools**

THIS MEMORANDUM OF UNDERSTANDING (MOU), is entered into by the Louisiana Department of Education (hereinafter referred to as the "State") and _____, a local education agency in the State of Louisiana,

_____ *District Code and District Name*
who is officially domiciled at _____ (hereinafter
_____ *District Secure Mailing Address*
referred to as the "LEA".)

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 SY2019-2020 Louisiana public and charter school 11th grade students an opportunity to participate in ACT testing,*
- *To allow all SY2019-2020 Louisiana public and charter school 12th grade students an opportunity to retake the ACT to improve their individual scores on the Official State Administration dates:*
 - *Initial Paper testing: March 17, 2020 (standard time), and March 17-27, 2020 (accommodated),*
 - *Initial Online testing: March 17-19 and March 24-26, 2020 (standard and accommodated),*
 - *Makeup Paper Testing: March 31, 2020 (standard time) and March 31-April 10, 2020 (accommodated), and*
 - *Makeup Online testing: March 31-April 2, April 7-9, 2020 (standard and accommodated).*
- *To allow all SY2019-2020 Louisiana public and charter school 11th and 12th grade students an opportunity to participate in WorkKeys testing from October 1, 2019-April 15, 2019.*

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 charter students:*
 - i. *To agree to test 12th grade students who have previously taken the ACT at a cost of \$35.50 per administered test,*
 - ii. *To agree to administer ACT WorkKeys tests to enrolled 11th grade students not on a career diploma pathway and any 12th grade student at a cost of \$9.50 per subject test*

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- b. Deliverables for enrolled Louisiana public and charter school students:*
- i. To provide 12th grade students who have previously taken the ACT test an opportunity to retake the paper and online ACT on the Official State Administration dates,*
 - ii. To provide 11th grade students not on a career diploma pathway an opportunity to take the ACT WorkKeys assessment on the Official State Administration dates,*
 - iii. To provide 11th grade students on a career diploma pathway additional opportunities to take the ACT WorkKeys assessment on the Official State Administration dates,*
 - iv. To provide 12th grade students an opportunity to take the ACT WorkKeys assessment on the Official State Administration dates.*
- c. Performance Measures for enrolled Louisiana public and charter school students:*
- 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 charter school students:*
- i. The State will use students' LA secure identification numbers (LASID) and other de-identified data to create a list of 12th 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 (No Match List) on the 2019-2020 testing date,*
 - ii. The State will use students' LASID numbers and other de-identified data to identify the 11th grade students not on a career diploma pathway and 11th and 12th grade students who have previously taken ACT WorkKeys,*
 - iii. The State will use these lists to determine the number of students tested at the LEA's expense and provide reconciliation invoices to the LEA after the administration of the assessments.*

2. Liaison Officer

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 Newman
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 LEA Superintendent.

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3. LEA Responsibilities

The LEA will:

- a. *Supply the Department with the following data:*
 - *The estimated number of 12th grade public and charter school students who have previously taken the ACT test (ACT Match List), and plan to retake the ACT on the initial or the makeup dates. This information must be provided by September 30, 2019,*
 - *The estimated number of 11th grade public and charter school students not on a career diploma pathway, 12th grade students who plan to take the ACT WorkKeys assessment. This information must be provided by September 30, 2019.*
- b. *By submitting these lists, the LEA is providing estimates for:*
 - *the potential number of 12th grade public and charter school students retaking the ACT test (Match List) at the expense of the LEA,*
 - *the potential number of 11th grade public and charter school students who are not on a career diploma pathway taking the ACT Workkeys assessment at the expense of the LEA,*
 - *the potential number of 12th grade public and charter school students taking the ACT WorkKeys assessment at the expense of the LEA,*
- c. *Provide payment for SY2019–2020 Louisiana public and charter schools:*
 - *12th grade students who take the ACT assessment and have an ACT score from a previous ACT test administration (Match List),*
 - *11th grade students not on a career diploma pathway who take the ACT WorkKeys assessment during the state administration testing window,*
 - *11th grade students on a career diploma pathway who retake any subtest of the ACT WorkKeys assessment,*
 - *12th grade students who take the ACT WorkKeys assessment during the state administration testing window.*

4. Payment Terms

In consideration of the services described above, the LEA hereby agrees to pay for testing for enrolled Louisiana public and charter school students:

- a. *\$35.50 per ACT test administered to:*
 - *12th grade students having an ACT score from a previous ACT administration*
- \$9.50 per repeat WorkKeys subtest administered to:*
 - *11th grade students not on the career diploma pathway*
 - *11th grade students on the career diploma pathway who retake any subtest of the WorkKeys assessment during the current school year*
 - *12th grade students*

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The LEA 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:***
- *Utilizing the estimated testing numbers submitted by the LEA to the State in September, the LEA 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 two pre-payments using the following method:***
- *Utilizing the estimated testing numbers submitted by the LEA to the State in September, the LEA will calculate the estimated total cost of the ACT and WorkKeys assessments and the LEA will pay the State 75 percent of the total estimated cost in two pre-payments by the 10th day of November 2019 and the 10th day of February 2020.*

Following the administration of all assessments contemplated under this MOU,

- a. The Department will receive the total invoice from ACT by June 21, 2020 and reconcile the costs versus the prepayment,
- b. The LEA will receive a reconciliation invoice dated no later than June 30, 2020 indicating a refund for the overpayment or required payment for the remaining balance,
- c. The LEA will remit the payment for the remaining balance to the State by July 15, 2020,
- d. The State will refund the overpayment to the LEA by July 30, 2020.

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

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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 19th Judicial LEA 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 and Louisiana Department of Education 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

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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 *October 1, 2019* and shall terminate on *August 13, 2020*. *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 1st day of October, 2019.

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LEA Participant Signatures

Print LEA Superintendent Name *LEA Superintendent Signature*

Date *Print LEA Superintendent Email Address*

Print Fiscal Contact Name *Fiscal Contact Signature*

Date *Print Fiscal Contact Email Address*

Print Witness Name *Witness Signature*

Date

The following to be completed by the State Agency.

State Agency Signatures

Assistant Superintendent Signature *Date*

State Superintendent Signature *Date*

Contracts exceeding \$50,000 requires the following additional signature of the President, State Board of Elementary and Secondary Education.