

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR is made and entered into this 12th day of November 2018 by and between Louisiana State University at Alexandria, of the State of Louisiana, hereinafter referred to as “State” and/or “Agency”, and University Academy of Central Louisiana, officially domiciled at Alexandria, Louisiana, hereinafter referred to as “Contracting Party.”

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual,” and

1.2 WHEREAS, the State and/or Agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided, and

1.3 WHEREAS, the State and/or Agency has the authority to enter into this Agreement, as evidenced by its government-designated role as an institution of higher learning within Louisiana State University, a public university system within the State of Louisiana, and

1.4 WHEREAS, the public purpose of the Project allows the Contracting Party to operate on the Agency’s campus and to support the Contracting Party’s students enrolled in the Agency’s dual enrolment program and to provide the Contracting Party with use of classroom, office, and other space, all of which will remain under the control of the Agency, and

1.5 WHEREAS, the Agency has a reasonable expectation of receiving a benefit or value described in detail and that is at least equivalent to or greater than the consideration described in this Agreement, and

1.6 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

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

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contracting Party shall assess Contracting Party tuition and fees to all students enrolled at the Contracting Party;
- 2.2 Each eligible Contracting Party student who has completed required prerequisites may be enrolled for dual credit in the Agency's courses, at no additional cost above those costs specified by this agreement;
- 2.3 Payments to the Agency shall be made monthly, within 15 days of the receipt of each invoice;
- 2.4 The Contracting Party shall monitor and be responsible for the conduct of its students on the Agency's campus. The Contracting Party shall assure that its students, their relatives and friends, and others attracted to the Agency's campus because of the location of the Contracting Party, do not engage in conduct on the Agency's campus that disrupts or otherwise interferes with the educational, recreational, social, and other activities of the Agency's students;
- 2.5 The Contracting Party shall provide its students, at the time of their enrollment, with a Code of Student Conduct approved by the Agency;
- 2.6 The Contracting Party shall leave all athletic facilities clean and organized after all Contracting Party athletic events;
- 2.7 The Contracting Party shall be responsible for police and janitorial support for all Contracting Party athletic events scheduled outside of normal business hours (Mon-Fri, 8:00 AM to 4:30 PM);
- 2.8 The Contracting Party shall admit all persons who apply and are qualified.

ARTICLE III DELIVERABLES

- 3.1 The Agency shall provide library and other services, including but not limited to campus Oakard Services and Cafeteria Meal Plans, as needed by the Contracting Party;
- 3.2 The Agency shall provide limited technological support for Agency-owned and operated equipment and systems. All IT support contracted by the Contracting Party shall be at the same level provided by the Agency to other departments of the Agency. The Contracting Party shall be responsible for the cost of installing technology and equipment for use by only the Contracting Party. The Agency shall provide assistance and guidance to ensure that all new equipment is compatible with Agency networks and standards;
- 3.3 Specific classroom, office, and related space in Oakland Hall and Chambers Hall shall be dedicated for use by the Contracting Part but shall remain under the control of the Agency;

Additional space on campus may be scheduled for use by the Contracting Party, as needed and provided that it is available;

3.4 The Agency, in coordination with the Agency's Athletic Department, shall provide access to athletic facilities. The Agency shall have priority use of its own athletic facilities and resources, all of which shall remain at all times under control of the Agency;

3.5 The Agency shall provide advising and registration assistance to Contracting Party students who have completed required prerequisites and who wish to enroll in Agency dual enrollment courses;

3.6 The Agency shall invoice the Contracting Party monthly for both dual enrollment and student fees, as outlined in this Agreement;

3.7 The Agency's dual enrollment course offering and space usage agreements are non-exclusive; the Agency reserves the right to extend such agreements to other schools and school districts.

ARTICLE IV PAYMENT TERMS

4.1

- A. In consideration of the services described above, the Contracting Party hereby agrees to pay the Agency a maximum fee of \$825 per student, per semester. Payment shall be made in the following manner:
- B. In consideration of the services described above, the State and/or Agency hereby agrees to provide benefits to the Contracting Party. Benefits shall be received/provided in the following manner:

The Agency shall submit an invoice for services provided to the Contracting Party within ten (10) days following the Agency's Census Day. The invoice shall include a detailed list of services provided and an itemized account of time spent during that calendar month for each such service. The Contracting Party shall remit payment for such services within thirty (30) days following the receipt of such detailed list of services and acceptance of the work product. The compensation for any extension of the initial term shall be subject to future agreement by the parties.

4.2 No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by both parties.

4.3 Disbursements under this Agreement shall be allowed only for expenditures occurring between and including the dates of July 1, 2018 and June 30, 2020. This project and all of the Contracting Party's services shall be completed by June 30, 2020. Payment is contingent upon the availability of funds and upon the approval of this Agreement.

**ARTICLE V
TERMINATION FOR CAUSE**

5.1 The State and/or Agency may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State and/or Agency shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party has either not corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, has begun in good faith to correct said failure and thereafter has proceeded diligently to complete such correction, then the State and/or Agency may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The State and/or Agency may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Contracting Party to comply with the terms and conditions of this Agreement; provided that the State and/or Agency shall give the Contracting Party written notice specifying the Contracting Party's failure and a reasonable opportunity for the Contracting Party to cure the defect.

**ARTICLE VI
TERMINATION FOR CONVENIENCE**

6.1 The State and/or Agency may terminate the Agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of said notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The State and/or Agency shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

**ARTICLE VII
OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT**

7.1 All work product, including records, reports, documents and other material delivered or transmitted to the Contracting Party by the State and/or Agency, shall remain the property of the State and/or Agency, and shall be returned by the Contracting Party to the State and/or Agency, at the Contracting Party's expense, at termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein, shall become the property of the State and/or Agency, and shall, upon request, be returned by Contracting Party to the State and/or Agency at the Contracting Party's expense at termination or expiration of this Agreement. The State and/or Agency shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State and/or Agency shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

7.3 The above referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

7.4 No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Contracting Party.

ARTICLE VIII ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State and/or Agency, provided however, that claims for money due or to become due to Contracting Party from the State and/or Agency may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and/or Agency. Additionally, the Contracting Party shall not subcontract any work to any party without the prior written consent of the State and/or Agency.

ARTICLE IX FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

ARTICLE X AUDIT CLAUSE

10.1 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 inspecting and auditing all data, records and accounts of the Contracting Party which relate to this Agreement, upon request.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

**ARTICLE XI
AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

**ARTICLE XII
FISCAL FUNDING (NON-APPROPRIATION) CLAUSE**

12.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the State and/or Agency as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

**ARTICLE XIII
TERM OF AGREEMENT**

13.1 The term of this Agreement shall commence on the date first above written and shall continue in effect until June 30, 2020, unless sooner terminated as provided in Articles V and VI.

**ARTICLE XIV
DISCRIMINATION CLAUSE**

14.1 The Contracting Party 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, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party 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. The Contracting Party acknowledges and agrees that any act of unlawful discrimination committed by Contracting Party, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XV
INDEMNIFICATION; INSURANCE**

15.1 The Contracting Party shall indemnify and save harmless the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

The Contracting Party agrees to purchase and maintain professional liability and commercial general liability insurance of a minimum of \$2,000,000 each combined single limits coverage per occurrence for Personal Injury, Property Damage or other damage, injuries or claims for those incidents in which the occurrence is the result of the negligence of the Contracting Party, its officers, directors, agents, or employees in the performance of this contract or of Contracting Parties operation and use of the facilities under this agreement. The Contracting Party agrees to make LSU an additional insured on its commercial general liability insurance and to provide State and/or Agency with proof of coverage which includes the requirement of notice by the Contracting Party's insurer of any discontinuation of coverage of LSU. This insurance requirement in no way limits the Indemnity provided herein.

**ARTICLE XVI
PARTIAL INVALIDITY; SEVERABILITY**

16.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XVII
ENTIRE AGREEMENT; MODIFICATION**

17.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

**ARTICLE XVIII
CONTROLLING LAW**

18.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**ARTICLE XIX
LEGAL COMPLIANCE**

19.1 The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

**ARTICLE XX
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS**

20.1 The Contracting Party is engaged by the State and/or Agency for the purposes set forth in this Agreement. The relationship between the Contracting Party and the State and/or Agency shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner of, or in joint venture with, the State and/or Agency.

**ARTICLE XXI
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION
COVERAGE**

21.1 The State and/or Agency and the Contracting Party expressly agree that the Contracting Party is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

**ARTICLE XXII
ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION
COVERAGE**

22.1 The State and/or Agency and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by the State and/or Agency under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- A. The Contracting Party has been and will be free from any control or direction by

the state and/or Agency over the performance of the services covered by this Agreement;

- B. The services to be rendered by the Contracting Party are outside the normal course and scope of the State and/or Agency's usual business; and
- C. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of the State and/or Agency for the purpose of unemployment compensation coverage.

ARTICLE XXIII FORCE MAJEURE

23.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XXIV EMPLOYMENT OF STATE PERSONNEL

24.1 The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

ARTICLE XXV COVENANT AGAINST CONTINGENT FEES

25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXVI REMEDIES FOR DEFAULT

26.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana including but not limited to the following:

26.2 If the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the State and/or Agency.

**ARTICLE XXVII
NOTICES**

27.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Dr. Guiyou Huang, Chancellor
Louisiana State University at Alexandria
8100 Hwy 71 South
Alexandria, LA 71302

Marc Kelly, Board Chair
University Academy of Central Louisiana
8100 Hwy 71 South
Alexandria, LA 71302

THUS DONE AND SIGNED AT Alexandria, Louisiana, on the 12th day of November 2018.



*Dr. Guiyou Huang, Chancellor
Louisiana State University at Alexandria*



*Marc Kelly, Chairman
University Academy of Central Louisiana*

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

CENTRAL LOUISIANA TECHNICAL COMMUNITY COLLEGE

AND

UNIVERSITY ACADEMY

This Cooperative Endeavor Agreement (CEA) dated for convenience as of 5 | 13, 2020, is made by and between: Central Louisiana Technical Community College (herein "College" or "CLTCC"), and University Academy, "UA" (collectively, the "Parties");

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, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

WHEREAS, Dual enrollment programs provided through partnerships between postsecondary institutions and local high schools expand student access to affordable higher education, provide challenging academic experiences to qualified high school students, produce better prepared college students and reduce the costs of a college education for students and their families; and

WHEREAS, Successful completion of dual-enrollment courses enables students to simultaneously earn college credit transferable to two- and four-year colleges and universities and to satisfy high school graduation requirements and are important transitional links for young people moving from secondary schools to colleges and universities.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, this Cooperative Endeavor Agreement (CEA) is intended to serve as an agreement between Central Louisiana Technical Community College (CLTCC) and the University Academy (UA) to provide dual enrollment courses that will be accessible and beneficial to high school students within the boundaries of the aforementioned School District.

Term of Agreement

This agreement shall become effective August 17, 2020 and remain in effect for one academic year which ends May 31, 2021.

Purpose

The purpose of this Cooperative Endeavor Agreement (CEA) is to facilitate the coordination between the CLTCC a college within the Louisiana Community and Technical College System "LCTCS" and school district in the provision of Dual Enrollment for academic

9. All students shall follow the guidelines, policies and procedures specified in our CLTCC Student Catalog. Students agree that any violation of academic integrity in any CLTCC course will be handled in accordance with the CLTCC Student Catalog.
10. High schools acknowledge and accept CLTCC's mandates under FERPA regulations and all applicable Louisiana laws, including R.S. 17:3913(F), which protect the privacy of students and certain student records.

CLTCC's Role/Responsibilities

1. After initial determination of eligibility by the high school principal, CLTCC will confirm student's eligibility in accordance with the Student Eligibility Framework as outlined in Attachment A.
2. CLTCC will offer course-specific workshops on a CLTCC campus at no cost to the participating high school teachers.
3. CLTCC will report students' CLTCC grades to the high schools at the end of each semester.
4. CLTCC will invoice course tuition to high schools by the end of October for fall-only and yearlong courses and again by March for spring-only courses. Payment is due within 30 days upon receipt of invoice.
5. CLTCC acknowledges and accepts high school's mandates under FERPA regulations and all applicable Louisiana laws, including R.S. 17:3913(F), which protect the privacy of students and certain student records.

Supplemental Course Academy (SCA) and Tops Tech Early Start

During the 2020-2021 academic year, CLTCC will participate in the Department of Education's Supplemental Course Academy and Tops Tech Early Start (TTES). High Schools wishing to fund Dual Enrollment courses through the Supplemental Course Academy should work with the Department of Education to enter into a Cooperative Endeavor Agreement (CEA) for the purpose of utilizing the Louisiana Office of Student Financial Assistance (LOSFA) Grant Award to pay for student dual enrollment course tuition. CLTCC will submit for reimbursement for all students that qualify and are approved for TTES through the Louisiana Office of Student Financial Assistance. In the event a school system does not have sufficient TTES and/or SCA funds to cover the amount invoiced by CLTCC, the amount NOT covered by TTES and SCA funds is the responsibility of the school and/or district and is payable upon receipt of invoice. In this situation the high school will be billed directly by CLTCC. Failure to pay the invoiced amount will preclude the school (district) from participating in CLTCC's program during the 2021-2022 academic year.

provided to LDOE on an as-needed basis for the purpose of tracking and reporting SCA expenditures both the local education agency (LEA) and by postsecondary institution. LOFSA and LCTCS will maintain these records in compliance with all relevant Louisiana laws that protect students' confidentiality and privacy.

This reciprocal agreement allows CLTCC to furnish the academic records of the high school student to the high school and or district, while the high school student is enrolled at the CLTCC as a dual enrolled college student. The student and/or parent also release CLTCC from any liability or damage that may result from furnishing the information requested. Dual Enrollment students must comply with all CLTCC policies including requirements for attendance, class and campus behavior. CLTCC also seeks to affirm that all of the information given by the applicant to the college is true to the best of the applicant's knowledge. Any falsification of information by the applicant will be recognized as perjury and may be grounds for dismissal from the college. Each applicant must also affirm that all claims regarding their legal residence are correct and honestly presented and that they have no intention to willfully defraud CLTCC or the school board and our sponsoring agencies.

CLTCC Grade Appeal

In the event a student wishes to challenge a grade issued by CLTCC, the following procedure will be followed as detailed in CLTCC's General Catalogue:

CLTCC Grade Appeal Policy

Students should review their grades for accuracy at the end of each semester. If the student feels there is an error, he/she should contact the course instructor no later than the end of the first week of the following semester. If a student is unable to contact an instructor, the student should contact the department head. If an incorrect grade was recorded, the instructor/department head must complete a Change of Grade Form and submit the completed form to the Registrar's Office. If the grade recorded is correct and the student wishes to appeal the grade, the student must complete a Grade Appeal Request Form and submit the completed form to the instructor for review. If there is no resolution, the instructor should provide documentation of how the grade was determined along with the course syllabus. The student should then submit the instructor's written response to the appeal to the academic department of the course for which the grade is being appealed. The appeal form must be submitted to the academic department by the end of the third week of the following semester. If the grade appeal is not granted, the student may then request a meeting with the Vice Chancellor of Academic Affairs.

Student Personally Identifiable Information

In accordance with La. R.S. 17:3914(F), both parties agree to protect personally identifiable information in a manner that allows only those individuals, who are authorized by either of the parties to access the information, the ability to do so. Personally identifiable information should be protected by appropriate security measures, including, but not limited to, the use of usernames, secure passwords, encryption, security questions, etc. Both parties' networks must maintain a high

Modification of the Cooperative Endeavor Agreement

This Cooperative Endeavor Agreement may be modified only by mutual agreement of the two named parties. Because many of the requirements are linked to accreditation guidelines, mutual agreement might be insufficient to modify certain aspects of this agreement.

Renewal and Termination of Agreement

The CEA/addendum may be amended by mutual written agreement of both parties at any time. The CEA will remain in effect for one (1) year following signing and is renewable based on the consent of the signatory parties. The College and School District reserves the right to terminate the CEA upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90 day period expires.

Approval

Signatures below demonstrate an understanding and agreement with the above listed provisions and that to the extent permitted by law your organization will hereby hold harmless, discharge, and release CLTCC from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with the participation in any activities related to the project.

We welcome you as a partner in education.

DeEtte Loyd
School Official (Print)

College

DeEtte Loyd
Signature

Signature

Director / Independent
Title/School District

Title

5/13/2020
Date

Date

**ACADEMIC DUAL ENROLLMENT AGREEMENT
BETWEEN
UNIVERSITY ACADEMY OF CENTRAL LOUISIANA
AND
LOUISIANA COLLEGE**

In furtherance of our mutual objectives to enhance and improve educational opportunities for students in Louisiana and to provide the means for students to graduate from college earlier and at a lower total cost, the University Academy of Central Louisiana, a private secondary institution, domiciled at Alexandria, Louisiana, hereinafter referred to as "UA" and Louisiana College, a private college domiciled at Pineville, Louisiana, hereinafter referred to as "LC" enter into this formal agreement. This dual enrollment agreement allows UA to establish a Dual Enrollment Program on the campus of LC and establishes the conditions under which Louisiana College will offer opportunities that allow students to earn regular college credit prior to graduation from high school.

WHEREAS, both parties wish to expand enrollment in high school dual credit course offerings; and

WHEREAS, LC has the physical plant, library, technology and other facilities in which UA students can earn college credit; and

WHEREAS, the offering of dual enrollments to UA students will be beneficial to both parties and will allow the UA students a seamless transition to LC;

NOW, THEREFORE, BE IT RESOLVED, that the parties hereto agree to an exclusive arrangement as indicated herein.

Student Requirements:

1. Students must be on track for completing the required Louisiana Core 4 Curriculum.
2. Students must have achieved 11th or 12th grade academic standing.
3. Students must be enrolled in a college course for which dual credit is attempted and recorded on both student's secondary and postsecondary academic record.
4. Upon graduation from high school, if the student enrolls at LC, they will apply for admission as a regular student and must meet the college's admission requirements.
5. Students must enroll in RL/CS100 the first semester.
6. Students on the LC campus will be encouraged to attend chapel and to become involved with the BCM.
7. Students will be subject to the policies and procedures of *The Louisiana College Student*

Handbook and to all of the Academic Policies contained in the *Louisiana College Catalog*.

8. Students are responsible for officially withdrawing from a course or resigning from the College by the College's published deadline.

Student Enrollment Criteria:

- ACT Composite Score of 18
- ACT English sub-score of 18 to enroll in English Comp I (EN 101)
- ACT mathematics sub-score of 19 to enroll in College Algebra
- GPA 2.75 – Senior Status
- GPA 3.00 – Junior Status

Application Process:

1. Student must apply for admission by completing the LC Dual Enrollment Application.
2. Student must submit official ACT scores.
3. Student must provide official high school transcripts (GPA must be listed).

Consideration

As part of this use agreement, LC agrees to the following:

1. LC agrees to provide library and limited technological services to UA dual enrolled students.
2. LC will issue College ID cards to dual enrolled UA students.
3. LC agrees to allow qualified students to enroll in 12 hours per semester.
4. LC will allow UA students to purchase meal plans through LC.
5. LC will provide office space to a UA counselor who will be available to address the needs of UA students.
6. LC will assist dual enrolled UA students in advising and registering for college courses.
7. LC will invoice UA for the dual enrollment fees as outlined below.
8. Upon completion of courses, LC will award the applicable semester hours and the appropriate grade of A, B, C, D, F, or W. The grades students receive will become a part of their permanent academic record at LC.
9. LC will offer an orientation session for all UA students and parents prior to the first day of fall semester classes.

UA agrees to the following:

1. UA will recruit students to establish the UA Dual Enrollment Program at LC.
2. UA will assess tuition and fees to all UA students enrolled at LC.
3. UA will pay LC a \$1000 student fee per student per semester for campus utilization and services for each UA student for the 2016-2017 academic year beginning in August 2016 and ending in May 2017.
4. Payments will be made to LC within 15 days of each invoice.
5. UA shall monitor and be responsible for the conduct of its students on the LC campus. UA shall assure that its students, their relatives and friends, and others attracted to the LC campus will not engage in conduct on the LC campus that disrupts or otherwise interferes with the educational, recreational, social and other activities of LC students.
6. Upon registration, UA shall provide its students with a Code of Student Conduct, which Code shall be subject to the *LC Student Handbook's* Code of Student Conduct.

Term of Agreement

This agreement shall begin on August 22, 2016 and shall terminate on May 6, 2017 with an option to renew annually with mutual approval.

Termination Clause

LC may terminate this agreement for cause based upon the failure of UA to comply with the terms and/or conditions of the agreement, provided that LC shall give UA written notice specifying UA's failure. If within thirty (30) days after receipt of such notice, UA shall not have either corrected such failure or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then LC may, at its option, place UA in default and the Agreement shall terminate on the date specified in such notice. UA may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LC to comply with the terms and conditions of this agreement, provided that UA shall give LC written notice specifying LC's failure and a reasonable opportunity for LC to cure the defect.

Termination for Convenience

LC may terminate the agreement at any time by giving thirty (30) days written notice to UA.

Ownership

All records, reports, documents, and other materials delivered or transmitted to UA by LC shall remain the property of LC and shall be returned by UA to LC at UA's expense at termination or expiration of this contract. All records, reports, documents, or other materials related to this agreement and/or obtained or prepared by UA in connection with the performance of the services agreed for herein shall become the property of LC and shall upon request be returned by UA to LC at UA's expense at termination or expiration of this agreement.

Indemnification

UA shall protect, defend, indemnify, save and hold harmless LC, any and all subsections, departments, officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of damages, injury or death to any person or the damage, loss or destruction of any property which may grow out of any act or omission of UA, its

employees, agents, or its students resulting from this agreement, whether in tort, workman's compensation, strict liability, or otherwise, excluding any liability arising from the negligence or fault of the LC or its agents or employees. Should LC or its employees be sued or presented with any claim for money or otherwise, UA agrees, in addition to indemnification of the said claims, to assume the defense of and indemnify LC against any expenses for attorney fees, investigators, or legal defense of said claims to the extent recited above.

Insurance

UA shall provide LC a certificate of liability insurance with at least \$1,000,000 Combined Single Limit coverage naming LC as additional insured for the named facilities. Certificate period shall coincide with the term period of this agreement. Additionally, UA shall provide a certificate of workers' compensation insurance or a certificate that UA is validly insured under self-insurance workers' compensation scheme approved by the applicable state authorities.

Non-assignability

No party shall assign any interest in this agreement by assignment, transfer or novation, without prior written consent of either party. This provision shall not be construed to prohibit either party from assigning his bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent.

This agreement constitutes the entire agreement between the parties with respect to the subject matter.

THUS DONE AND SIGNED AT Pineville, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 15th day of March, 2016.

University Academy of Central Louisiana

M Kelly
Mr. Marc Kelly

Louisiana College

[Signature]
Dr. Rick Brewer, President