

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
Louisiana Virtual School Agreement**

This Agreement (Agreement) is entered into by the State Department of Education, (sometimes referred to herein as “State”) and the _____ School District/Independent Non-Public School/Diocesan System (sometimes referred to herein as “District”), which has its principal place of business at _____, under the following terms and conditions.

1. Scope of Services

The State Department of Education through the Louisiana Virtual School (sometimes referred to herein as “LVS”) will:

1. Provide student access to online LVS courses for those registered during the registration period and not on a “waiting list”.
2. Provide instructor-led course delivery that will meet the Distance Learning Policies found within Bulletin 741 -§2395 (Distance Education Policy).
3. Provide materials on loan for students enrolled in LVS courses as outlined on the LVS course description homepage.
4. Provide training to District site facilitators when LVS students are taking courses from a Board of Elementary and Secondary Education (sometimes referred to herein as “BESE”) approved public and approved nonpublic school.
5. The LVS will provide a mid-term progress report and final letter grade to the student’s home school.
6. Provide online LVS course technical support during established Louisiana Department of Education business hours.
7. Provide appropriate course progress and feedback to the designated school site facilitator in accordance with Bulletin 741.-§2395 (Distance Education Policy).

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:

Ken Bradford, Director
Office of College and Career Readiness/ LVS
Louisiana Department of Education
Post Office Box 94064
Baton Rouge, LA 70804-9064
Telephone: 225-219-0434

The primary point of contact who shall function as the District’s lead liaison for all implementation of services described in this Agreement is _____. At a minimum the District will furnish the following for the District lead liaison:

- **Name**
- **Address**
- **Phone and Fax number**
- **Email address**

3. District Responsibilities

The District will:

1. Approve individual schools within the District to enroll students in LVS course(s) for the 2011-12 academic school year to include fall, spring, and summer course offerings.
2. Follow all of the Distance Learning Policies found within Bulletin 741 -§2395 Distance Education which includes assigning final grades for courses on the local District transcript.
3. Send each designated school site “facilitator” to an annual LVS facilitator training session to be held at the beginning of each semester/session.
4. Provide payment for all District LVS course enrollments.
5. Provide the students technical support and assistance as outlined in Bulletin 741 -§2395 Distance Education.
6. Keep and maintain on file a signed LVS Acceptable Use Policy for each course in which a student is enrolled. Failure to maintain the document shall result in a student being dropped.
7. At the conclusion of the course, return all course materials that were provided for student use.

4. Payment Terms

In consideration of the services described above, the District hereby agrees to pay the LVS an amount of **\$150.00** per student per course enrollment for textbook use, material, and technology costs.

Payments are scheduled as follows:

- An official count of students will be tallied by the LVS after the LVS add/drop period for each respective semester/session, and an invoice for payment will be sent by LVS to the District liaison officer.
- The District agrees to render payment to the Louisiana Department of Education within thirty (30) days of the date of invoicing.
- The District understands and agrees that failure to pay an invoice shall result in student(s) being dropped from the course(s).
- The District understands that failure to pay an invoice for the current semester shall result in the District not being able to enroll student(s) in subsequent semesters until the payment due is received.
- The District understands there are **no refunds** for course enrollments regardless of circumstances.
- The District understands they are accountable for payments of **all** student(s) enrolled in LVS courses throughout the District.
- There shall be no “transferability/carryover” of enrollment costs.

5. Termination for Cause

This Agreement may be terminated for cause by the State based upon the failure of the District to comply with the terms and/or conditions of this Agreement, provided that the written notice is provided to the other party specifying the failure. If within thirty (30) days after receipt of such notice, the party so notified shall not have corrected such failure, or in the case which cannot be corrected in thirty (30) days begun in good faith to correct such failure, this Agreement may be terminated on the date specified in such notice. The State shall be entitled to payment for services in progress.

6. Termination for Convenience

This Agreement may be terminated at any time by the State giving thirty (30) days written notice. The State shall be entitled to payment for services in progress at such time.

7. Remedies for Default

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

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

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 which relate to this Agreement.

10. Discrimination Clause

District 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*
- *Louisiana Virtual School Acceptable Use policy*

11. Compliance Statement

The State's 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 his/her assurance is knowingly in violation of public laws or the BESE's policies.

12. Debarment and Suspension Clause

The District 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. 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 conditions of this Agreement.

15. 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, except for those reduced to writing in writing may have any binding effect. Any amendments to this Agreement must be reduced to writing and signed by both parties.

16. Term of Agreement

The Agreement shall begin on July 31, 2011 and shall terminate on July 31, 2012.

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 _____, year _____.

State Agency Signatures

Executive Director
Office of College and Career Readiness

Deputy Superintendent for
Management and Finance

Deputy Superintendent of Education

State Superintendent of Education

President,
State Board of Elementary and Secondary Education

WITNESSES' SIGNATURES

DISTRICT SIGNATURES

By: _____

President of Chartering Board, Board of Directors, or Designee

Telephone: (____)_____