

**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 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, Assistant Director  
Division of Technology  
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 2010-11 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.

#### **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, 2010** and shall terminate on **July 31, 2011**.

**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**

\_\_\_\_\_  
Assistant Superintendent of Education  
Office of Educator Support

\_\_\_\_\_  
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: (\_\_\_\_) \_\_\_\_\_