

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by the Louisiana Department of Education (hereinafter referred to as the “State”) and Evangeline Parish, a political subdivision of the State of Louisiana, who is domiciled at 1123 Te-Mamou Road (hereinafter referred to as the Local Education Agency (LEA)).

## 1. Background

LEAP 360 is a tool to help:

- **Teachers** understand a more complete picture of student performance at the beginning, throughout, and end of the year. This understanding helps teachers
  - set meaningful, yet ambitious, goals for student learning;
  - monitor learning toward those goals; and
  - adjust their instruction to help all students achieve those goals.
- **Principals** identify throughout the system where additional support is needed. LEAP 360 provides information to focus educators on the learning that matters most for students.
- **Districts** identify throughout the system where additional support is needed. LEAP 360 provides streamlined, high-quality assessments that reduce overall local testing and help monitor progress toward goals.

It includes a set of resources (K-2 formative tasks, diagnostics, interim assessments) that were developed as optional tools designed to support Louisiana districts and schools as they monitor student performance throughout the school year. These resources are designed to meet the needs of Louisiana teachers and students and are fully aligned to Louisiana Student Standards in ELA and mathematics.

## 2. Liaison Officials

### State

The primary office who shall function as the lead liaison for all implementation of services described in the LEAP 360 Memorandum of Understanding (MOU) agreement is:

Office of Academic Content, Policy and Analytics  
[assessment@la.gov](mailto:assessment@la.gov)  
Louisiana Department of Education  
1201 North Third Street  
Baton Rouge, LA 70802

### **Local Education Agency**

The primary point of contact who shall function as the LEA's lead liaison for all implementation of services described in the LEAP 360 Memorandum of Understanding (MOU) agreement is the LEA Superintendent.

Darwan Lazard  
darwan.lazard@epsb.com

The secondary point of contact who shall function as the LEA's liaison for all implementation of services described in the LEAP 360 Memorandum of Understanding (MOU) agreement is the LEA District Test Coordinator.

Ted Soileau  
ted.soileau@epsb.com

They will serve as the contacts for fiscal and budgetary matters, programmatic matters, daily program operations, service delivery operations, and program monitoring.

### **3. Funding Agreement, Conditions, Payment Terms, and Administrative Allocations**

In consideration of the services described above, the State will provide LEAs with access to the LEAP 360 system at no cost for the 2017–2018 school year. LEAs choosing to use LEAP 360 in 2018–2019 should anticipate an annual fee.

### **4. Copyright and Ownership**

All LEAP 360 system components noted under this agreement are considered copyrighted materials and therefore belong to the originator and shall not be considered LEA property. All applicable copyright laws shall be enforced and adhered to under the terms of this agreement.

The content may NOT be used or published in part or in whole outside of the prescribed purposes set forth by the Louisiana Department of Education (LDOE). Assessment items and passages can only be used in the assessment delivery platform operated by the LDOE testing vendor.

### **5. Responsibilities**

The LEA agrees to take the following actions **prior to the beginning** of the 2017–2018 school year:

1. Review the *LEAP 360 Memorandum of Understanding (MOU) for 2017–2018*.
2. Sign and return the LEAP 360 MOU to [assessment@la.gov](mailto:assessment@la.gov) by **July 7, 2017**.

The State agrees to take the following actions **prior to the beginning** of the 2017–2018 school year:

1. Collect and track signed *LEAP 360 Memorandum of Understanding (MOU)* for 2017–2018.
2. Provide instructions to LEAs on how to gain access to the system components once the signed agreement is received.

## **6. 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.

## **7. 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 this Section, the LEA shall remain responsible for any completed assessments occurring prior to the date of termination.

## **8. Remedies for Default**

The provisions of *LSA - R.S. 39:1672.2 -1672.4* shall resolve any claim or controversy arising out of this Agreement.

## **9. Assignment**

No LEA shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit LEA from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **10. Right to Audit**

It is hereby agreed that the LDE’s Internal Auditors, the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration’s auditors, and/or other auditors representing State or Federal government shall have the option of auditing all accounts or records of the LEA which relate to this Agreement. All copies of audits must be forwarded to the LDE’s Internal Audit Section.

## **11. Execution**

This MOU shall begin on **August 1, 2017** and shall terminate on **June 30, 2018**. The effective date of this MOU may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date.

## **12. Fiscal Funding**

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **13. Discrimination Clause**

The LEA agrees to abide by the requirements 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 LEA agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

LEA 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, disability, or age in any matter relating to employment. Any act of discrimination committed by LEA, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **14. Compliance Statement**

The LDE'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 SBESE'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 SBESE's policies.

By executing this contract, LEA certifies that LEA has conducted, with due diligence, an examination of its business relationships and affairs and to the best of LEAs knowledge, information and belief, LEA is not prohibited from entering into this contract by La. R.S. 42:1113. LEA further acknowledges that a violation of La. R.S. 42:1113 shall be grounds for

termination of this contract for convenience.

### **15. Debarment and Suspension Clause**

The LEA receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

### **16. Confidentiality**

This contract is entered into by LEA and the Department in accordance with the provisions of La. R.S. 17:3914, the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). LEA hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to La. R.S. 17:3914, FERPA and IDEA. LEA agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. LEA agrees to return all documents deemed confidential pursuant to La. R.S. 17:3914, FERPA and/or IDEA to the Department at the conclusion of this contract.

### **17. Collections Fees**

If LEA invoices the State, and State pays LEA, for work not done or for work not done in accordance with this contract, or if the State for any reason pays LEA any amount not actually owed by State to LEA pursuant to this contract, or if LEA owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, LEA agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of LEA's debt.

### **18. Jurisdiction, Venue and Governing Law**

Exclusive jurisdiction and venue for any and all suits between the State and LEA arising out of, or related to, this contract shall be in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

**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 [Click here to enter day of month, year..](#)

**STATE AGENCY SIGNATURES**

\_\_\_\_\_  
Assistant Superintendent  
Louisiana Department of Education

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State Superintendent of Education  
Louisiana Department of Education

**WITNESSES' SIGNATURES**

Angelina Curie  
Gudry Guillory

**LEA SIGNATURES**

Dewann Lazard  
Enter Name of LEA Superintendent

[Signature]  
Enter Name of LEA Test Coordinator

N/A -No cost (2017-2018)  
Name of LEA Finance/Budget Coordinator