

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into this 1st day of January, 2021, by and between The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, through Louisiana State University at Alexandria, hereinafter referred to as “LSUA,” and Alexandria Country Day School, previously known as University Academy of Central Louisiana, officially domiciled at Alexandria, Louisiana, hereinafter referred to as “Academy.”

WITNESSETH:

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, LSUA 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 of the State of Louisiana, and

WHEREAS, the public purpose for this Agreement is to allow Academy to support Academy’s students enrolled in LSUA’s Dual Enrollment program and to promote LSUA through the operation of the Academy on the LSU Alexandria campus, and

WHEREAS, LSUA 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

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 I SCOPE OF SERVICES

1.1 **Tuition and Fees:** Academy intends to operate a private academy at the facilities provided by LSUA pursuant to this Agreement. Academy is solely responsible for the academic programs provided to its students and is solely responsible for setting and collection of tuition and fees for its students.

1.2 **Dual Enrollment with LSUA:** Each eligible Academy student who has completed the required prerequisites will be eligible to enroll in dual enrollment courses with LSUA in the Dual Enrollment Program at no additional cost above those specified by Article III of this Agreement. LSUA maintains sole discretion, control and authority over the operation of the Dual Enrollment program and the prerequisites and academic coursework required in the Dual Enrollment program.

1.3 **Academic Offerings:** Academy shall maintain full authority over all non-Dual Enrollment academic courses and offerings of Academy. LSUA shall have no input in or responsibility for Academy academic curriculum, courses or offerings.

1.4 **Student Conduct:** Academy shall monitor and be responsible for the conduct of its students on LSUA's campus. Academy shall assure that its students, their relatives and friends, and others present on LSUA's campus because of the location of the Academy, do not engage in conduct on LSUA's campus that disrupts or otherwise interferes with the educational, recreational, social, and other activities of LSUA students.

1.4.1 Academy shall provide its students, at the time of their enrollment, with a Code of Student Conduct approved by LSUA that includes language enforcing all policies and procedures of LSUA.

1.4.2 LSUA shall be responsible for, and will handle, all student code of conduct issues for Dual Enrollment students when the event or issue arose during an official LSUA class or sponsored event.

1.4.3 Academy shall be responsible for, and will handle, all student code of conduct issues for non-Dual Enrollment students regardless of location and timing of issue in question.

1.5 **Parking, Events and Facility Usage:** Academy is allowed the opportunity to use LSUA facilities for purposes consistent with this Agreement.

1.5.1 Academy may schedule LSUA facilities, through the LSUA Event Reservation System, for any campus space not already reserved or otherwise in-use.

1.5.2 Academy shall be responsible for any damages to LSUA facilities during use and shall leave all LSUA facilities clean and organized after all Academy events.

1.5.3 Academy shall be responsible for police and janitorial support for all Academy athletic events scheduled outside of normal business hours (Mon-Fri, 8:00 AM to 4:30 PM).

1.5.4 Academy will be assigned a parking lot(s) for employees and students. The designated lot(s) are subject to mutual agreement of the parties. Parking shall be sufficient for Academy's employees and students.

1.5.5 Academy may allow its senior level students to paint pre-assigned parking spaces. Each space must be returned to black with yellow striping at the end of each school year. Academy is responsible for painted content approval with the understanding that any painted content not violate LSUA policies.

1.5.6 Academy and its students are subject to all LSUA parking policies and restrictions.

ARTICLE II DELIVERABLES

2.1 **Facility Assignment:** LSUA agrees to allow Academy exclusive use of all usable classroom, office and storage space in Oakland Hall. The allocation of any additional dedicated space to Academy by LSUA will require a separate written agreement.

2.1.1 Academy may maintain office and administrative functions within allocated space as well as providing non-Dual enrollment course offerings in all allocated classroom space. For the duration of this agreement, LSUA will not allocate any other LSUA space for K-12 classroom or academic offerings.

2.1.2 Any modification, upgrade, and/or renovation to an LSUA facility will require the written approval of LSUA and will require compliance with state and University policies and guidelines. Any improvements to LSUA property by Academy shall become the property of LSUA upon termination of this Agreement.

2.1.3 LSUA, in coordination with the LSUA Alexandria Athletic Department, will grant access to athletic facilities on dates and times mutually agreed upon by the Academy and LSUA. LSUA shall have priority use of its own athletic facilities and resources, all of which shall remain at all times under control of LSUA. When not in use by LSUA, Academy shall have priority use of all LSUA-owned Athletic Facilities over other non-LSUA organizations.

2.2 **Campus-Based Services:** LSUA shall allow Academy and its students to use the LSUA library and other campus-based services including, but not limited to, campus ID Card Services, the University Bookstore and Cafeteria Meal Plans, as needed by the Academy. Any new or additional services must be mutually agreed upon by LSUA and Academy.

2.3 **Technology Support:** LSUA shall provide normal technological support for LSUA-owned and operated equipment and systems. All IT support contracted by the Academy shall be at the same level provided by LSUA to other departments of LSUA.

2.3.1 Academy shall be responsible for the cost of installing technology and equipment for use by only the Academy. LSUA shall provide assistance and guidance to ensure that all new equipment is compatible with LSUA networks and standards;

2.3.2 LSUA shall provide limited technological support for all equipment and/or other technology purchased by the Academy only if such property was approved by LSUA IT staff prior to purchase and is compatible with LSUA networks and standards;

2.3.3 In the event that technological support, provided on Academy owned equipment and/or technology, results in damages or data loss; Academy agrees to defend, indemnify, and hold harmless LSUA and its employees from all liability, claims for damages, and claims for loss regardless of causation.

2.4 **Dual Enrollment:** LSUA shall provide advising and registration assistance to Academy students who have completed the required prerequisites and who wish to enroll in LSUA

Dual Enrollment program. The extension of the Dual Enrollment program to Academy students is non-exclusive. LSUA reserves the right to extend such agreements to other schools and school districts.

**ARTICLE III
PAYMENT TERMS**

3.1 **Financial Terms:** In consideration of the services provided in this Agreement, Academy hereby agrees to the following fee schedule, payable by Academy to LSUA, for each student enrolled with Academy and attending school on LSUA’s campus. Payments are due on per enrolled student, per semester. Payments are only due for the fall and spring semesters.

Year	Amount	% Increase	Year	Amount	% Increase
Year 1	\$700.00		Year 6	\$850.00	3.03%
Year 2	\$725.00	3.57%	Year 7	\$875.00	2.94%
Year 3	\$750.00	3.45%	Year 8	\$875.00	0.00%
Year 4	\$800.00	6.67%	Year 9	\$875.00	0.00%
Year 5	\$825.00	3.13%	Year 10	\$875.00	0.00%

3.2 **Census:** Academy agrees to provide LSUA with a named list of enrolled students as of LSUA semester census-day. The list of enrolled students shall be provided within 15 days of census day. Once received, LSUA will invoice the Academy based on the number of enrolled students. An enrolled student is defined as any student who (a) has been admitted to Academy; (b) is enrolled in classes with the Academy, including both Dual Enrollment and Non-Dual Enrollment students; **and** (c) attending classes located at, or in the case of some Dual Enrollment classes, online with, LSUA.

3.2.1 Should Academy admit, and subsequently enroll, students after LSUA Census Day, Academy will provide a named list of additional students as of the last day of each month. LSUA will invoice Academy in the following month for additional students based on a pro-rated fee determined by the number of days attended. Fall and Spring semesters are 120 calendar days.

3.2.2 Payments to LSUA shall be made within 30 days of the receipt of invoice.

3.2.3 Should LSUA submit any past due amounts to the Louisiana Attorney General for collection, Academy agrees that such amounts will be subject to reasonable attorneys’ fees of not less than 25 percent of the amount due.

3.3 **Additional Costs:** No costs or expenses incurred by Academy in performance of this Agreement shall be reimbursed by or paid by LSUA unless agreed upon in writing by both parties.

**ARTICLE IV
TERMINATION FOR CAUSE**

LSUA may terminate this Agreement for cause based upon the failure of the Academy to comply with the terms and/or conditions of the Agreement; provided that LSUA shall give the Academy written notice specifying Academy's failure. If within sixty (60) days after receipt of such notice, Academy has either not corrected such failure or, in the case of failure which cannot be corrected in sixty (60) days, has begun in good faith to correct said failure and thereafter has proceeded diligently to complete such correction, then LSUA may, at its option, place Academy in default and the Agreement shall terminate on the date specified in such notice. LSUA may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Academy to comply with the terms and conditions of this Agreement; provided that LSUA shall give the Academy written notice specifying the Academy's failure and a reasonable opportunity for the Academy to cure the defect.

**ARTICLE V
TERMINATION FOR CONVENIENCE**

This section intentionally left blank.

**ARTICLE VI
REMEDIES FOR DEFAULT**

6.1 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.

6.2 Upon termination of this Agreement for whatever reason, Academy shall remain liable for all amounts due and owing LSUA under Article III of this Agreement, including any prorated amounts.

**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 Academy by LSUA, shall remain the property of LSUA, and shall be returned by the Academy to LSUA, at the Academy'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 Academy in connection with performance of the services contracted for herein, shall become the property of LSUA, and shall, upon request, be returned by Academy to LSUA at the Academy's expense at termination or expiration of this Agreement. LSUA 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, LSUA shall have the right to require the Academy to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within thirty (30) days of receipt of written notice issued by LSUA.

7.3 The above referenced work product shall be held confidential by the Academy and LSUA and shall not be shared with any other entity without the express consent of the Academy or LSUA.

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

ARTICLE VIII ASSIGNMENT

Academy 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 LSUA.

ARTICLE IX AUDIT 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 shall have the option of inspecting and auditing all data, records and accounts of the Academy which relate to this Agreement, upon request. Academy shall maintain all books and records pertaining to this Agreement for a period of four years after the termination of this Agreement.

ARTICLE X AMENDMENTS IN WRITING

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 XI FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

In the event funds are not budgeted or appropriated in any fiscal year for operation of facilities relevant to this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on LSUA 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 Academy, its successors or assigns for any further obligation on the part of LSUA.

ARTICLE XII TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and shall continue in effect until June 30, 2030, unless sooner terminated pursuant to this Agreement.

**ARTICLE XIII
DISCRIMINATION CLAUSE**

Academy 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 Academy agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Academy 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. Academy acknowledges and agrees that any act of unlawful discrimination committed by Academy, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XIV
INDEMNIFICATION; INSURANCE**

14.1 Academy shall indemnify and save harmless LSUA against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against LSUA growing out of, resulting from, or by reason of any act or omission of Academy, 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 LSUA's fees and costs of litigation, including, but not limited to, reasonable attorneys' fees. Academy shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

14.2 Academy 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 Academy, its officers, directors, agents, or employees in the performance of this Agreement or Academy's operation and use of the facilities under this Agreement. Academy agrees to make LSUA an additional insured on its commercial general liability insurance and to provide LSUA with proof of coverage which includes the requirement of notice by the Academy's insurer of any discontinuation of coverage of LSUA. This insurance requirement in no way limits the indemnity obligation provided herein.

**ARTICLE XV
PARTIAL INVALIDITY; SEVERABILITY**

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 XVI
ENTIRE AGREEMENT; MODIFICATION**

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 XVII
GOVERNING LAW**

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 XVIII
LEGAL COMPLIANCE**

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

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

19.1 The relationship between Academy and LSUA shall be, and only be, that of an independent contractor and neither the Academy nor any of its employees or students shall, by virtue of this Agreement, be construed to be an employee, agent, partner of, or in joint venture with, LSUA.

19.2 LSUA and Academy expressly agree that Academy is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that LSUA shall not be liable to the Academy or to anyone employed by Academy for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

19.3 LSUA and Academy expressly declare and acknowledge that Academy is an independent contractor and, as such, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only (a) Academy has been and will be free from any control or direction by LSUA over the performance of the services covered by this Agreement; (b) the services to be rendered by Academy are outside the normal course and scope of LSUA's usual business; and (c) Academy is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither Academy nor anyone employed or contracted by Academy shall be considered an employee of LSUA for the purpose of unemployment compensation coverage.

**ARTICLE XX
FORCE MAJEURE**

Neither party to this Agreement shall be responsible to the other party hereto for any failure or delay in performing any obligation under this Agreement that is due to any of the following causes, to the extent beyond the reasonable control of the party: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil unrest, breakdown of internet or communication facilities, natural catastrophes such as hurricanes or tornadoes, fire or explosion.

**ARTICLE XXI
EMPLOYMENT OF STATE PERSONNEL**

21.1 Academy 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.

21.2 LSUA 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 Academy.

**ARTICLE XXII
COVENANT AGAINST CONTINGENT FEES**

Academy warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Academy, 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 Academy 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, LSUA shall have the right to annul this Agreement without liability.

**ARTICLE XXIII
NOTICES**

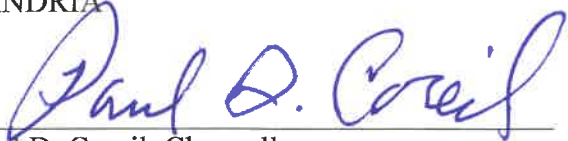
All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as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

Dr. Paul Coreil, Chancellor
Louisiana State University at Alexandria
8100 Hwy 71 South
Alexandria, LA 71302


Natalie Monroe, Board Chair
Alexandria Country Day School
5603 Bayou Rapides Rd.
Alexandria, LA 71302

THUS DONE AND SIGNED this 10th day of December, 2020.

LOUISIANA STATE UNIVERSITY AT
ALEXANDRIA

By: 
Paul D. Coreil, Chancellor

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: 
Thomas C. Galligan, Jr., Interim President

ALEXANDRIA COUNTRY DAY SCHOOL

By: 
Natalie Monroe, Chair