

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

CONTRACT

Be it known the Board of Regents of the State of Louisiana, hereinafter sometimes referred to as "State" or "Regents," and Board of Supervisors for the University of Louisiana System, herein represented by University of Louisiana at Lafayette, officially domiciled at Lafayette, Louisiana 70503, hereinafter sometimes referred to as "Contractor," do hereby enter into this contract under the following terms and conditions:

Scope of Work

Goals: To support the Educator Research Consortium. The purpose of the Consortium is to provide research-based input into the development and use of a Quality Rating System that the Board of Elementary and Secondary Education (BESE) will use to assign ratings and labels to all teacher preparation programs in Louisiana. The Quality Rating System is undergoing "Learning Years" during 2018/2019 and 2019/2020 and will enter into "Accountability Cycle I" during 2021/2022 and 2022/2023 with ratings and consequences assigned to all university-based and non-university based teacher preparation providers during winter 2023. The funding provided by this contract will support research by the Consortium during the two (2) "Learning Years" to help create a fair, valid, and reliable Quality Rating System. It will also support efforts by the Consortium members to generate new grant funds for other education related research.

Objectives: The Contractor shall:

1. Schedule, organize, and facilitate up to three (3) Educator Research Consortium Steering Committee Meetings prior to June 30, 2019. The number and dates of the meetings to be approved by Regents.
2. Schedule, organize, and facilitate up to two (2) Educator Research Retreats prior to June 30, 2019. The number and dates of the retreats to be approved by Regents.
3. Refine and/or amend long-term research agenda including effectiveness of the Teacher Preparation Quality Rating System and prioritize projects based on Steering Committee feedback.
4. Develop and conduct a pilot study to examine unintended consequences (including financial implications) for teacher candidates enrolled in yearlong residencies with unique circumstances.

Performance Measures: Contractor's performance will be measured by the Contract Monitor based upon a determination of whether the above stated objectives have been met and all activities have been completed in accordance with the terms of the contract.

Monitoring Plan: This contract will be monitored by the Associate Commissioner for Teacher and Leadership Initiatives or his/her designee (Contract Monitor). The Contract Monitor will work closely with the Contractor to review activities conducted and deliverables submitted by the Contractor throughout the term of the contract. The Contract Monitor will address any deficiencies, as well as a plan to correct said deficiencies, with the Contractor. During the term of the contract the Contractor shall immediately inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives or prevent the meeting of time schedules and goals. Contractor's notification shall be accompanied by a statement describing the corrective action taken or recommended by the Contractor, and any assistance which may be needed to resolve the situation. The Contract Monitor will report the Contractor's overall performance on a contract performance evaluation form at the end of the contract term.

Utility of Final Product: Regents will use the deliverables derived from this contract to ensure compliance with the U. S. Department of Education federal requirements for the Higher Education Act of 1998.

Deliverables

Contractor will provide a written report pursuant to the outcome of the above-referenced pilot study. The report will provide research-based input into the development and use of a Quality Rating System that BESE will use to assign ratings and labels to all teacher preparation programs in Louisiana. The report will be submitted to the Associate Commissioner for Teacher and Leadership Initiatives within the Regents and the Assistant Superintendent for the Talent Division within the Louisiana Department of Education (LDOE) a minimum of two (2) weeks prior to the June 2019 joint Regents/BESE meeting to allow both the Regents and LDOE/BESE to confirm, prepare, and to present the information at the joint meeting for discussion.

Payment Terms

Regents agrees to pay and the Contractor agrees to accept, for satisfactory completion of the activities to be completed pursuant to this contract, an amount which will not exceed a total of Twelve Thousand, Five Hundred Dollars (\$12,500.00) to be awarded from the Center for Innovative Teaching and Learning (CITAL) funds.

All travel and other reimbursable expenses constitute part of the total maximum payable under the contract and shall not be reimbursed. Payment will be made only upon approval of the Associate Commissioner for Teacher and Leadership Initiatives. If progress and/or completion to the reasonable satisfaction of the State are obtained payment is scheduled as follows:

For State Office Use Only

	<u>Invoice Due</u>	<u>Initials</u>	<u>Date</u>	<u>Amount</u>
Payment	June 30, 2019	_____	_____	\$12,500.00

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number 72-6000820.

Public Liability

Contractor shall indemnify and hold the Regents harmless against any and all claims, demands, suits, and judgments of the sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of Contractor or its employees while engaged upon or in connection with the services required or performed by Contractor hereunder.

Claims for Liens

Contractor shall be solely liable for and shall hold the Regents harmless for any and all claims or liens for labor, services, or materials furnished to Contractor in connection with the performance of its obligations under this contract.

Termination for Cause

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

Termination for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies

Any claim or controversy arising out of this agreement shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the activities contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Assignment

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contractor from the State 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.

Auditors

The Contractor shall maintain all books, records, documents, papers, accounting records and other evidence pertaining to costs incurred, and shall make such materials available at all reasonable times during the contract period and three (3) years from the date of final payment, for inspection by the Regents, Legislative Auditor, and/or auditors from the Governor's Office, Division of Administration. Copies thereof shall be furnished if requested. The Regents, as well as the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, shall be entitled to audit the books, documents, papers and records of the Contractor which are reasonably related to this contract.

Amendments in Writing

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when it has been reduced to writing, executed by all parties and approved in accordance with Chapter 17 of the Louisiana Procurement Code.

Fiscal Funding

The continuation of this contract 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.

Term of Contract

This contract shall begin on December 1, 2018 and shall terminate on June 30, 2019.

Discrimination Clause

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

Contractor 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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Severability

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

Counterparts

This contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THUS DONE AND SIGNED ON THE DATES INDICATED BELOW:

WITNESSES:

M. Mini Vickins Jain Shrestha 2-13-19
Campus Head or Authorized Representative Date
Provost and Vice President for Academic Affairs
Title

Madan Shrestha EMH Shrestha 2/18/19
System Head or Authorized Representative Date
VP FINANCE
Title

Board of Regents of the State of Louisiana

Linda M. Marino Matthew LaBry 2/19/2019
Commissioner of Higher Education or Date
Designee