

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, is made and entered into, by and between the Board of Regents of the State of Louisiana, hereinafter referred to as the "State", whose permanent address is 1201 N. Third Street, Baton Rouge, Louisiana 70802, and the Southern University System as represented by Southern University at New Orleans (SUNO), whose permanent mailing address is 6400 Press Drive, New Orleans, LA. 70126, hereinafter referred to as the "Contracting Party."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state ... may engage in cooperative endeavors ...; "and

WHEREAS the Contracting Party is to be provided funds for the purpose of assisting in the development of the Southern University at New Orleans Summer Bridge Academy, and

WHEREAS, the amount of compensation to be provided by the State pursuant to this agreement has been mutually agreed upon by all parties; and

WHEREAS, the public purpose is described as; supporting the development of a new generation of leaders by providing them with the option to continue their academic training at a four-year institution. Currently, the vast majority of high school students/graduates in Orleans Parish score below a 21 composite on the American College Test (ACT). Because of this, they are ineligible to enroll in any public four-year institution. This program, upon successful completion, serves as a bridge between high school and four-year college matriculation.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

Goals and Objectives

In the fall of 2010, Southern University at New Orleans (SUNO) transitioned from an Open Admissions University to a University where students must meet selective admissions criteria in order to enroll. For those prospective students who do not meet selective admissions criteria, SUNO has developed a plan to assist these students. Implementation of a Summer Bridge Academy will provide access to those prospective students who meet all other University admissions requirements but need up to two developmental courses. Successful completion of Summer Bridge Academy coursework would allow unconditional new freshman admission to the University. The Contracting Party and the Board of Regents have an interest in supporting the development of a new generation of leaders by providing them with the option to continue their academic training at a four-year institution. For this reason, the Board of Regents enters into this Cooperative Endeavor Agreement with Contracting Party to assist in the development of the Southern University at New Orleans Summer Bridge Academy. The budget for this endeavor is herein attached as Appendix A.

Deliverables

As deliverables to this agreement, the Contracting Party will provide to the State:

1. An Expenditure Report of all expenditures through June 30, 2013, in accordance with the budget attached herein as Appendix A to be submitted no later than July 10, 2013.
2. A Final Expenditure and Activity Report for the project, in accordance with the budget attached herein as Appendix A, no later than August 10, 2013.

Performance Measures

Contracting Party's performance will be measured by the Contract Monitor based upon a determination of whether the above stated objectives have been met, all services have been completed in accordance with the terms of the contract, and whether the resulting deliverables and recommendations are deemed useful, and help achieve the goals stated herein.

Monitoring Plan

This contract will be monitored by the Deputy Commissioner for Finance and Administration or her designee. The Contract Monitor will work closely with the Contracting Party to review activities conducted and deliverables submitted by the Contracting Party throughout the term of the contract. The Contract Monitor will address any deficiencies, as well as a plan to correct said deficiencies, with the Contracting Party. During the term of the contract the Contracting Party 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. Contracting Party's notification shall be accompanied by a statement describing the corrective action taken or recommended by the Contracting Party, and any assistance which may be needed to resolve the situation.

Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contracting Party a maximum sum of **Twenty Five Thousand Dollars (\$25,000)**. Payment will be made only on approval the Deputy Commissioner for Finance and Administration or her designee. Payment will be made upon presentation of an invoice and upon successful completion, and approval by the State, of the Objectives and Deliverable #1 as listed above. Travel and other expenses constitute part of this agreement and will not be reimbursed separately.

Office Use Only*Payment**Date**Initials*

\$25,0000

Rebudgeting

Any request to re-budget project funds must be requested in writing and will be at the discretion of the Deputy Commissioner for Finance and Administration or her designee. Re-budgeting requests must be submitted in a timely manner and those requests received during the last 30 days of the agreement term may not be considered. Failure to follow the procedure as outlined may result in disapproval of the request.

Taxes

Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contracting Party's obligation and identified under Federal tax identification number 726000817-05.

Indemnification and Limitation of Liability

The Contracting Party shall indemnify and hold the State harmless against any and all claims, demands, suits, and judgments of 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 the Contractor, its agents, or employees while engaged upon or in connection with the services required or performed by the Contracting Party hereunder.

Termination Clause

The State may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party 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 agreement; provided that the Contracting Party 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 Agreement at any time by giving thirty (30) days written notice to the Contracting Party. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents, and other material delivered or transmitted to Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at Contracting Party's expense, at termination or expiration of this agreement. Copies of all records, reports, documents, or other material related to this agreement and/or obtained or prepared by Contracting Party in connection with the performance of the services contracted for herein shall upon request, be provided by Contracting Party to the State, at Contracting Party's expense, at termination or expiration of this agreement.

Nonassignability

No Contracting Party 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 the Contracting Party 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 and the Office of Contractual Review.

Auditors 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 auditing all accounts of Contracting Party which relate to this agreement.

Record Retention

Contracting Party agrees to retain all books, records, and other documents relevant to this agreement and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law if Federal funds are used to fund this agreement.

Term of Agreement

This agreement shall begin on January 1, 2013 and shall terminate on July 31, 2013.

Fiscal Funding

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

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

Contracting Party agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

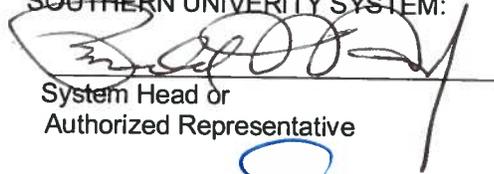
Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

WITNESSES SIGNATURES:

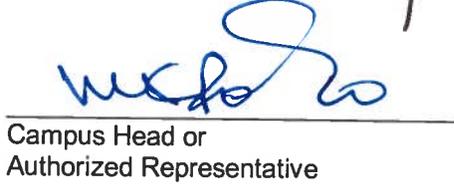


SOUTHERN UNIVERSITY SYSTEM:


System Head or
Authorized Representative

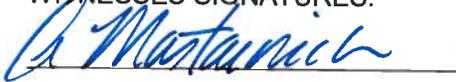
3 22. 13
Date




Campus Head or
Authorized Representative

3/18/13
Date

WITNESSES SIGNATURES:



LOUISIANA BOARD OF REGENTS:


James E. Purrell
Commissioner of Higher Education

4/1/13
Date

Appendix A
 SUNO Summer Bridge Program
 Project Budget
 2013

Sources of Anticipated Revenue

SUNO Funding (in-kind)	\$ 50,000.00
State Funding (Southern System)	\$ 24,356.00
State Funding (Board of Regents)	\$ 25,000.00
Total Revenue	\$ 99,356.00

Anticipated Expenditures	Board of Regents	Southern System	SUNO In-Kind
Textbooks	\$ 9,800.00	\$ 9,800.00	
Tuition	\$ 14,250.00	\$ 14,250.00	
T-shirts	\$ 400.00	\$ 306.00	
Backpacks	\$ 550.00		
Faculty Advisement (10% of time)			\$8,400.00
Administrative Assistant			\$2,000.00
Faculty (6) 2 hrs/day (10% of time)			\$15,000.00
Classroom Space			\$ 6,000.00
Computer Equipment , Supplies and Materials			\$ 2,400.00
Extra Curricular Activities			\$ 7,182.00
Indirect Cost			\$ 9,018.00
Total Use of Appropriation	\$ 25,000.00	\$ 24,356.00	\$50,000.00