

BOBBY JINDAL  
GOVERNOR



ANGELE DAVIS  
COMMISSIONER OF ADMINISTRATION

**State of Louisiana**  
Division of Administration  
**Office of Contractual Review**

May 27, 2008

Ms. Fran Gladden  
Undersecretary  
Department of Economic Development  
Post Office Box 94185  
Baton Rouge, LA 70804-9185

Dear Ms. Gladden:

Enclosed are approved copies of the following contract received in our office on May 12, 2008.

**Department of Economic Development**  
**OCR # 252-900815    CFMS # 664982    Marketing Education Retail Alliance**

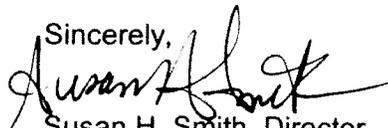
The numbers listed prior to the contractor's name have been assigned by this office and are used as identification for the contract. Please use these numbers when referring to the contract in correspondence or an amendment. Approval of continuing services contracts is contingent upon the receipt of a final performance evaluation report on the prior contract as required under Revised Statute 39:1500.

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exist your agency must make the appropriate withholdings in accordance with law and IRS regulations.

**This letter should also serve as notice that if the requisite 2008-2009 funds are not appropriated by the legislature, then it will be your responsibility to notify the contractors that they will not be able to commence work under these contracts since this office's approval is conditioned on the eventual availability of said funds, and if such funds do not become available, then these contracts are invalid.**

We appreciate your continued cooperation.

Sincerely,

  
Susan H. Smith, Director

SHS/pl

Enclosure

**RECEIVED**

JUN - 3 2008

CONTRACTS/GRANTS REVIEWER

252-900815

09003-MKTG  
664982

**SOCIAL SERVICES AGREEMENT**  
**between**  
**STATE OF LOUISIANA,**  
**DEPARTMENT OF ECONOMIC DEVELOPMENT**  
**and**  
**MARKETING EDUCATION RETAIL ALLIANCE, INC.**

This Agreement has been entered into and is effective as of the 1<sup>st</sup> day of **July, 2008**, by and between the **Louisiana Department of Economic Development** (hereinafter sometimes referred to as "**LED**" or "**State**"), P. O. 94185, Capitol Annex Building, 1051 North 3<sup>rd</sup> Street, Baton Rouge, LA. 70804-9185; and the **Marketing Education Retail Alliance, Inc.** (hereinafter sometimes referred to as "**Alliance**" or "**Contractor**"), P. O. Box 44034, 846 Main Street, Baton Rouge, Louisiana 70804; under the following terms and conditions.

**I. Introduction**

WHEREAS, by virtue of an Act adopted by the 2008 Regular Session of the Louisiana Legislature, adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, which Act is the appropriation for the expenditure of State funds and contains an appropriation for the Department of Economic Development, of which appropriation the sum of **Six Hundred Seventy Five Thousand Five Hundred Sixty Three & NO/100 (\$675,563.00) DOLLARS** has been allocated for the Marketing Education Retail Alliance, Inc., and this project; and in order to serve the public for the purposes hereinafter declared, LED and Contractor have entered into this Social Services Agreement.

*Louisiana: Vision 2020* is the Master Plan for Economic Development for the State of Louisiana. In support of the goals of *Vision 2020*, the Contractor proposes to undertake the programs and projects as described under "Section II. Scope of Services" below, which will enhance the current Marketing Education program in Louisiana by increasing the involvement of students, teachers and local businesses in the expansion of marketing education activities within the State. This agreement supports *Louisiana: Vision 2020*, Objective 1.6, which is "To have a workforce with the education and skills necessary to work productively in a knowledge-based economy".

This project has a public purpose, and is in the public interest of the State of Louisiana and its citizens.

**II. Scope of Services**

Contractor shall continue to enhance and expand the current Marketing Education program in Louisiana by rewarding and motivating High School students throughout the State by providing enhanced and/or enriched learning opportunities. This is the Goal of

this agreement. This will be accomplished primarily by directing funds provided in this agreement directly to marketing programs in the form of grants. This will create a learning environment that rewards creativity, leadership, role modeling, teamwork, and participation.

The **Objective** of this agreement is for the Contractor to provide support to the State and for the State to provide support to the Contractor in meeting the Goal set out above.

Contractor will work to continue to: a) improve the visibility and understanding of lifetime skills available through Marketing Education; b) improve the education experiences available for Louisiana's young people; and c) upgrade technology in Louisiana schools and promote Customer Service and Sales Skill Standards developed by the National Retail Federation and the Food Marketing Institute.

Contractor shall continue to contact public high schools located in Louisiana in an attempt to increase or to elicit their participation in the Marketing program. Any public Louisiana High School may apply for a grant providing that it currently participates in the Marketing program or has applied to participate therein.

Contractor shall base grant amounts on the number of students participating in each Marketing classroom.

All applications must be on the Contractor's approved application form. Two or more Marketing Coordinators at the same school or in the same school system may submit joint applications. Joint applications are limited to the same grant size limitations applicable to single applications.

Once completed applications are received by Contractor a Grant Review Committee ("Committee") consisting of retail and education professionals shall review the applications and determine the education and training merit of each. The Committee will then make a recommendation of approval or denial of the grant award, to which Contractor must adhere.

Allowable expenditures under a grant may include training and/or technical assistance and/or substitute pay directly relating to the proposal, classroom supplies, classroom materials, (including books). Technology (hardware and software), and/or equipment and travel (limited by Division of Administration, Policy & Procedure Memorandum No. 49), off campus learning opportunities, leadership activities, competition, and teacher stipends for program development.

The **Goal and Objective** of this Agreement and of the Contractor's activities, including **Performance Measures**, are more fully set out and described on the "Attachment A" as prepared by the Contractor, which is attached hereto and is by this reference made a part of this Agreement.

### III. Deliverables

The deliverables under this agreement shall be as follows:

- a. Contractor shall provide, to the Legislative Auditor and to LED: a Plan showing specific goals and objectives of this project, including measures of performance (which is also attached to this Agreement as "Attachment A"); a comprehensive Budget showing anticipated uses of the appropriation (which is attached hereto as "Attachment B"); and Contractor shall also complete and provide to LED periodic Cost Reports for reimbursements from LED (as shown on "Attachment C").
- b. Contractor shall provide written quarterly Progress Reports not more than thirty (30) days after the end of each calendar quarter, the first such quarterly Progress Report being due on **October 31, 2008**, and other such reports being due on **January 31, 2009**, **April 30 2009**, and a Final Report at the end of the term of this Social Services Agreement, being **July 31, 2009**; and after its receipt and approval by LED, final payment may be made to the Contractor by LED. These Reports shall provide, at a minimum, a narrative description of the activities of the Contractor as they relate to the Scope of Services, and a Progress Report as it relates to the planned goals, objectives, and performance measures as outlined in the Contractor's plan.
- c. Within fifteen (15) days after the end of this agreement, Contractor shall prepare and retain for audit review a list of schools contacted by Contractor's representative.
- d. Within fifteen (15) days after the end of this agreement, Contractor shall prepare and retain for audit review a list of schools applying for grants from Contractor pursuant to this agreement, detailing the amount requested by each school, and the number of students in each Marketing program.
- e. Within fifteen (15) days after the end of this agreement, Contractor shall prepare and retain for audit review a list of schools receiving grants under this contract, detailing whether they are Classroom/Program grants or grants for stipends, student/teacher meetings and/or competition travel. The list shall also indicate the amount of approved funding provided, and the number of students in each Marketing program.
- f. At the end of each calendar quarter (being due on the same dates shown above in subparagraph b), Contractor will provide LED with Quarterly Reports and an accounting of how all funds were utilized. The accounting shall specifically denote the expense category (ies) provided for in "Attachment B" for which payments were made. The accounting shall also include a one or two paragraph activity report summarizing the activities, during the quarter. The Contractor or his/her duly appointed designee, will certify that the expense items listed in the accounting are true and correct, and were paid as provided in "Attachment B."

Contractor shall also submit to LED, copies of all contracts with outside consultants and service providers relative to this agreement, if any, upon the final execution thereof.

**IV. LED's Contract Monitor**

The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties which are specifically provided for in this agreement.

**V. Performance Measures**

In addition to any other Performance Measures prepared and submitted by the Contractor, which may be shown on "Attachment A" attached hereto as an exhibit, Performance Measures for this contract shall also include the following:

- (1) Contractor's timely completion and submission of its Plan which may include an outline of the project, a schedule of any planned activities or events, project goals, objectives, and measures of performance ("Attachment A"), and Contractor's comprehensive Budget showing anticipated uses of appropriated funds ("Attachment B").
- (2) Contractor's timely scheduling and successful planning, development, organization, production, management, implementation and conduct of the Contractor's program, and Contractor's performance of activities consistent with the goals, objectives and requirements of this Agreement.
- (3) Contractor's timely completion and submission of its quarterly Progress Reports and its Final Report describing its activities and performance consistent with the provisions, goals, objectives and requirements of this Agreement.

**VI. Monitoring Plan**

The LED Contract Monitor shall review and analyze Contractor's comprehensive Budget and Plan, as well as Cost Reports and all quarterly Performance Reports or Progress Reports provided by the Contractor, in order to determine the Contractor's compliance with contract requirements, and shall determine the efficiency and effectiveness of the Contractor's performance and of the Program. The LED Contract Monitor shall monitor the performance of activities supported by this Agreement to assure that performance goals are being achieved. The Contract Monitor shall also:

- A. Contact Contractor for further detail, information or documentation when necessary;
- B. Identify ineligible items requested in Cost Reports, and notify Contractor of such ineligibility;
- C. Coordinate with LED's fiscal office for reimbursements to Contractor, and/or obtaining of further needed documentation.
- D. Compare Progress Reports to Goals, Objectives and Performance Measures as outlined in the Contractor's "Plan" and this contract to determine the progress being made;
- E. Contact Contractor to secure any missing deliverables;
- F. Maintain telephone and/or e-mail contact no less often than quarterly with Contractor on contract activity and/or make visits to the Contractor and/or the various sites of activities in order to review the progress and completion of the Contractor's services and/or activities, and to verify information as outlined in written quarterly Progress Reports.

Between required performance reporting dates, the Contractor shall inform the LED of all problems, delays or adverse conditions which will materially affect the Contractor's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. A statement of the action taken or contemplated by the Contractor and any assistance which may be needed to resolve the situation shall accompany such disclosures.

#### **VII. Budget**

The **Budget** for this project is attached hereto and is incorporated herein as "Attachment B", which is by this reference made a part hereof. The total cost to LED of this project as contemplated by this Agreement shall be not more than **Six Hundred Seventy Five Thousand Five Hundred Sixty Three Dollars (\$675,563.00)**, which sum shall be inclusive of all costs or expenses to be paid by LED in connection with the services provided and activities required hereunder. The total billings for all services and reimbursements for expenses covered by this agreement shall not exceed the total amount stated above. This is the total sum that has been allocated for this project from funds appropriated for the Department of Economic Development. Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of **July 1, 2008**, and **June 30, 2009**, and all of the Contractor's services and this project shall be completed by that date, except that the Contractor's Final Report shall be due by **July 31, 2009**.

No state funds shall be paid for any one phase of this agreement that exceeds the expense categories shown on the Budget attached as "Attachment B", nor shall any new expense category or categories be created in the Budget by the Contractor, without the prior written approval of LED. Contractor may make written requests to LED for LED's approval to transfer funds between the categories listed in "Attachment B", and/or to create in the Budget any new expense category or categories, and after LED's written approval is obtained and LED's Fiscal Office is notified, such changes may be made.

#### **VIII. Payment Terms**

After the receipt from the Contractor of a written request for an advance payment explaining the Contractor's need for such an advance payment and its approval by the Secretary of LED or his designee, after the execution of this Agreement, and after its approval by the Division of Administration, Office of Contractual Review, an advance payment shall be made to the Contractor in the amount of **\$ 50,000.00**. This advance payment will allow Contractor sufficient working capital to begin to carry out and accomplish its goals and objectives, since the Marketing Education Retail Alliance, Inc., was established solely in response to a legislative appropriation for implementation of a marketing education program. Should this contract be terminated prior to the Contractor delivering any services, or prior to the completion of services, the Contractor shall be required to repay the advance payment within thirty (30) days. Should the contract be terminated prior to the Contractor's incurring costs which cover the full amount of the advance payment, the Contractor shall be required to repay the excess of the advance payment within thirty (30) days of the termination. Additionally, if the total of the

expenses included on the final Cost Report do not fully cover the advance payment, the Contractor shall be required to repay any difference within thirty (30) days after the termination of this Agreement.

After receipt of the \$ 50,000.00 advance payment, further payments to the Contractor shall be made on a reimbursement basis after receipt from the Contractor and approval by LED of periodic Cost Reports requesting additional reimbursements under this agreement. Contractor's submission of such Cost Reports requesting reimbursement shall constitute a certification that such expenses have been incurred. LED has provided the form for the Cost Report to be completed and submitted by the Contractor, which is attached hereto and is incorporated herein as "Attachment C". Appropriate and adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the Cost Reports. All original documentation supporting the Cost Reports shall be maintained by Contractor, and all of the same shall be subject to audit, as hereinafter stated. Contractor shall determine the time and frequency that such Cost Reports shall be submitted to LED, but such frequency shall not exceed one (1) Cost Report during any calendar month.

No further payment shall be made to the Contractor until the Contractor's Plan showing specific goals and objectives (including performance measures) ("Attachment A"), and its comprehensive Budget showing anticipated expenses ("Attachment B"), are submitted by the Contractor to the Legislative Auditor, with copies of such transmittal submitted to LED. In the event LED's Contract Monitor determines that the Contractor has failed to reasonably achieve its specific goals and objectives for the disbursement of funds, LED will withhold payment until such goals and objectives are met, unless approval to pay the funds is obtained from either the Secretary or the UnderSecretary of the LED, or from the Division of Administration and the Joint Legislative Committee on the Budget.

The final Cost Report shall be provided no later than **June 30, 2009**. If the total expenses for this contract and included on the final Cost Report do not fully cover or include the \$50,000.00 advance payment, the Contractor shall be required to repay any difference to LED by August 1, 2009.

Travel and other reimbursable expenses constitute part of the total maximum payable under this contract. However, travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are approved by LED and are included in the Contractor's approved compensation, budget or allocated amount, and then only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LED or attached to periodic Invoices for reimbursement.

**IX. Contract Term**

This agreement shall begin as of **July 1, 2008**; the Contractor's services hereunder and this project shall be completed by **June 30, 2009**, except that the Contractor's Final Report shall be due by **July 31, 2009**; and this agreement shall terminate on **August 31, 2009**, unless amended in writing and approved by all parties, including the Director of the Office of Contractual Review or the Commissioner of Administration.

**X. Tax Liability**

Contractor agrees that the responsibility for payment of any taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contractor's obligation, identified under Contractor's Federal Tax ID Number: 72-1477778.

**XI. Termination for Convenience**

Either LED or Contractor may terminate this Agreement at any time by giving thirty (30) days written notice. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. The State may amend and/or terminate this contract due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice.

**XII. Termination for Cause**

The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a case which cannot be corrected within 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 the Contractor in default and this contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the LED to comply with the terms and conditions of this contract; provided that the Contractor shall give the LED written notice specifying LED's failure and a reasonable opportunity for LED to have sufficient time to cure the defect.

**XIII. Remedies for Default**

Any claim or controversy arising out of the contract shall be resolved under the provisions of LSA – R. S. 39:1524 through 1526.

In the event the Contractor defaults on this agreement, breaches the terms of this agreement, ceases to do business or ceases to do business in Louisiana during the term of this agreement, this agreement shall be terminated as provided in Section XII above, and within thirty (30) days of such termination the Contractor shall repay to the State the amount of all funds disbursed to the Contractor under this agreement for all services not yet performed or completed or not satisfactorily performed or completed.

**XIV. Ownership of Materials**

All records, reports, documents and other materials 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 the termination or expiration of this agreement. All records, reports, documents, or other materials related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services 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 the termination or expiration of this agreement.

All equipment and furnishings purchased by Contractor, with funding provided herein for its actual use, and was not purchased to be granted to schools as provided in this agreement shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, within thirty (30) days of the termination or expiration of this agreement. Contractor must inform LED of any such purchase at the time of purchase. Contractor must also permit LED to tag any such furnishings and/or equipment.

**XV. Assignment of Interest**

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, notation or otherwise), without the prior written consent of the LED; provided however, that claims for money due or to become due to Contractor from LED 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 promptly furnished, in writing, to LED. The State shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from the State.

**XVI. Audits of Records and Accounts**

It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration auditors, and/or LED's auditor shall have the option of auditing all records and accounts of the Contractor which relate to this contract.

Contractor shall comply with the Louisiana Audit Law, as contained in LA. R.S. 24:513 and 514, and LA. Admin. Code 34, Part V, Sec. 134.

A. Contractors receiving \$ 50,000.00 or less in revenues and other sources in any one fiscal year shall not be required to have an audit, but must file for each year of this Agreement with the Legislative Auditor and with LED a certification indicating that it received \$ 50,000.00 or less in funds for the fiscal year, along with sworn financial statements, as required by LA. R.S. 24:514.

B. Contractors receiving more than \$ 50,000.00 in revenues and other sources in any one fiscal year, but less than \$ 200,000.00, shall cause to be conducted for each year of this Agreement an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide, as required by La. R.S. 24:513, copies of which annual compilation and attestation report shall be filed

with LED. However, the Legislative Auditor, at his discretion, may require said Contractor to have an audit of its books and accounts.

C. Contractors receiving more than \$ 200,000.00 in revenues and other sources in any one fiscal year, but less than \$ 500,000.00, shall cause to be conducted for each year of this Agreement an annual review of its financial statements, to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide, as required by La. R.S. 24:513, copies of which attestation report shall be filed with LED. However, the Legislative Auditor, at his discretion, may require said Contractor to have an audit of its books and accounts.

D. Contractors receiving \$ 500,000.00 or more in revenues and other sources in any one fiscal year via one or more contracts, shall be audited annually; and not more than ninety (90) days after the end of Contractor's fiscal or budget year, must provide LED with a copy of either Contractor's Contract Compliance Audit (in accordance with LAC 34, Part V, Sec. 134), or Contractor's single audit (performed in accordance with R.S. 24:513 and the Single Audit Act of 1984, or other Federal legislation). The Audit must include an examination of reimbursed expenses to determine that such expenses were in accordance with contract terms, and that these expenses were not reimbursed by any other source; and the auditor must make certifications as to these items in the audit report. The Audit must be in accordance with the requirements of the Regulations for the Procurement of Personal, Professional, Consulting and Social Services as promulgated by the Office of the Governor, Division of Administration, Office of Contractual Review. Any such audit must be performed by an independent qualified Certified Public Accountant in accordance with generally accepted auditing standards, and is to be so certified by the independent auditor.

**XVII. Fiscal Funding (*applies to multi-year contracts only*)**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana 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 affect of such reduction is to provide insufficient monies for the continuation of the contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**XVIII. 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.

The Contractor agrees not to discriminate in its employment practices, or against participants, and Contractor will render services under this contract without discrimination, and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities.

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

**XIX. Public Liability**

The Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property that may occur, or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claims, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to beat all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

**XX. State Liability**

The State's liability under this agreement shall be limited to the dollar amount of the total allocated amount shown in this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

**XXI. Headings**

The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purpose of this contract, are solely for the ease of reference.

**XXII. Agreement Approval**

This Agreement shall not be effective until it has been approved by all parties, including the Director of the Office of Contractual Review or the Commissioner of Administration.

**XXIII. Notice of Insufficiency**

It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

**XXIV. Choice of Law**

This contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America, and all parties submit themselves to the jurisdiction of the Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

**XXV. Entire Agreement**

This contract, together with any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this contract.

**IN WITNESS WHEREOF**, this Social Services Agreement has been signed by the undersigned duly authorized officer of the Contractor, for the uses, purposes, benefits and considerations expressed herein, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**Marketing Education Retail Alliance, Inc.**

BW  
Witness  
Jessica Elliott  
Witness

By: Dawn B. Johnson 4/15/08  
Dawn B. Johnson, (Date)  
Administrative Director

**IN WITNESS WHEREOF**, this Social Services Agreement has been signed by the undersigned duly authorized representative of the LED, for the uses, purposes, benefits and considerations expressed herein, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**Louisiana Department of  
Economic Development**

Katy Blankenship  
Witness  
Joyce Saunders  
Witness  
Jeff Pungente  
LED Contract Monitor

By: Fran Gladden 5/5/08  
Fran Gladden, (Date)  
Undersecretary

**APPROVED**  
Office of the Governor  
Office of Contractual Review

**APPROVED**  
DEPARTMENT OF  
STATE CIVIL SERVICE

MAY 27 2008

MAY 09 2008 JPP

Ausma Smith  
DIRECTOR

Anne S. Scieszka  
DIRECTOR

# **“ATTACHMENT A”**

## **Plan, including Goal, Objective and Performance Measures**

### **Planned Goal**

To facilitate the enhancement of Marketing Education in Louisiana, through education and hands-on training within Louisiana Marketing Education classrooms.

### **Objective**

To enhance Marketing Education in Louisiana by assisting in the expansion of Marketing programs, training of students for employment in Marketing located in Louisiana by providing learning opportunities; and focusing on bringing together retailers and students for hands-on training.

To work together with the necessary entities to implement training and certification for students throughout Louisiana’s Marketing Education Classrooms.

### **Performance Measures:**

1. During the term of its Social Services Agreement with LED, Contractor’s representative shall contact at least 60 existing Louisiana public high schools that offer Marketing Education.
2. At least fifty (50) Louisiana Marketing Education classrooms shall apply for grants from Contractor during the term of this Social Services Agreement with LED.
3. Contractor will award at least fifty (50) grants to Louisiana Marketing Education classrooms during the term of this Social Services Agreement with LED.

**“ATTACHMENT B”**  
**2008 - 2009**  
**PROJECT BUDGET**

**Marketing Education Retail Alliance, Inc.**

<b><u>Project Cost Category</u></b>	<b><u>Category Breakdown</u></b>	<b><u>Project Cost</u></b>
<b><u>ADMINISTRATIVE EXPENSES</u></b>		<b><u>\$192,437.50</u></b>
Administrative Director	\$38,499.96	
Field Coordinator	\$20,249.92	
Legal Assistant	\$35,428.94	
Administrative Assistant	\$21,900.00	
Taxes and Insurances (including Health)	\$23,474.08	
Equipment, Postage & Maintenance etc.	\$16,084.07	
Rent (Includes Cleaning)	\$13,683.00	
Telephone, Cell etc.	\$7,354.01	
Utilities	\$4,156.68	
Office Supplies (includes printing costs)	\$11,606.84	
<b><u>OPERATIONAL EXPENSES</u></b>		<b><u>\$49,975.00</u></b>
Professional Services (Audit)	\$7,475.00	
Independent Accountant	\$24,000.00	
Educational Consultant (Contract)	\$18,500.00	
<b><u>TRAVEL</u></b>	<b><u>\$3,000.00</u></b>	<b><u>\$3,000.00</u></b>
<b><u>MARKETING ED CLASSROOM GRANTS</u></b>		<b><u>\$430,150.50</u></b>
(Materials, Supplies, Equipment, Software, Books, Field Trips, Competitions, Speakers, Meetings.)		
Also includes all types of training and certification.		
<b>TOTAL BUDGET =</b>		<b>\$675,563.00</b>

*\*Any additional funds which may be left over from previous year will be added to Marketing Ed Classroom Grants column in the Budget.*

**“Attachment C”**

**Cost Report (and Request for Reimbursement)**

**Contractor Name: Marketing Education Retail Alliance, Inc.**

**Address: P. O. Box 44034**

**Baton Rouge, LA. 70804**

**Phone: (225) 344-9481      Fax: (225) 383-4145**

<b>Cost Categories</b>	<b>Approved Grant Amount</b>	<b>Recent Allowable Expenditures Paid By Contractor</b>	<b>Year To Date Allowable Expenditures</b>	<b>Category Balance After Allowable Expenditures</b>
Administrative Expenses	\$ 192,437.50			
Operational Expenses	\$ 49,975.00			
Travel Expenses	\$ 3,000.00			
Marketing Ed Classroom Grants	\$ 430,150.50			
<b>Total</b>	<b>\$ 675,563.00</b>			

**I hereby certify under penalty of law that the expense items contained in this Cost Report are true and correct, have been incurred, such reimbursement is now due, and this request for reimbursement is being submitted in accordance with Acts of the 2008 Regular Session of the Louisiana Legislature, the Constitution of the State of Louisiana, and all other applicable Federal and Louisiana State laws, rules and regulations.**

\_\_\_\_\_  
**Signature of Contractor Authorized Representative**

\_\_\_\_\_  
**(Date)**

**Attachments: (Copies of Supporting Documentation)**