

INTERAGENCY AGREEMENT

Nicholls State University/Fletcher Technical Community College

This Interagency Agreement, made and entered into the 19th day of April 2010 by and between Nicholls State University, a public university in the State of Louisiana, and member of the University of Louisiana System, domiciled in Thibodaux, Louisiana, hereinafter referred to as "Nicholls" and L.E. Fletcher Technical Community College, a public postsecondary institution and member of the Louisiana Community and Technical College System, domiciled in Houma, Louisiana, hereinafter referred to as "Fletcher."

WHEREAS, Nicholls has a need to provide developmental mathematics and English course offerings that it has discontinued, but some of its students require; and

WHEREAS, Fletcher is a public postsecondary institution that is qualified to offer the level of developmental courses deemed desirable for certain Nicholls students and lists the courses in its catalog of course offerings; and

WHEREAS, the offering of such courses at Nicholls by Fletcher will be beneficial to Nicholls; allowing the students that need the courses to prepare for more advanced courses at the University and avoid the necessity of their traveling to the Fletcher campus to take them, and Fletcher will benefit from the student credit hours (SCHs) that will be generated from such offerings.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual benefits herein described, the parties hereto agree to an arrangement as indicated below.

Scope of Services

Fletcher agrees to offer a specified number of sections (to be determined based upon need with a minimum of 10 students) of Mathematics 092 and/or Mathematics 093, and English 092 on the main campus of Nicholls in Thibodaux or via the Web. In addition, the faculty members employed by Fletcher to teach the courses will be personnel deemed qualified by Nicholls.

Consideration

As part of this agreement, Nicholls agrees to the following:

1. Nicholls agrees to provide appropriate classroom space and use of available office space on the Thibodaux campus for the course offerings at no charge to Fletcher.
2. Nicholls will pay Fletcher at the rate of \$200 per student. The estimate to be paid under the term of this agreement is \$\$167,000 per academic year. Payment will be made only on the approval of the Vice President for Administration and Finance. Payments shall be made within 30 days following the semester's 14th class day for the Fall and Spring semesters and within 15 days following the 7th day for the Summer semester.

3. Nicholls will assist in registering each student for the course(s), as specified in the NSU/FTCC Cross Enrollment Agreement.

Term of Agreement

This agreement shall begin on August 18, 2010 and shall terminate on August 17, 2011. The parties shall have the option of renewing this Agreement for up to two successive one-year terms provided that there is mutual agreement to do so in writing and signed by authorized representatives of the parties.

Termination Clause

Nicholls may terminate this agreement for cause based upon the failure of Fletcher to comply with the terms and/or conditions of the agreement; provided that Nicholls shall give Fletcher written notice specifying Fletcher's failure. If within thirty (30) days after receipt of such notice, Fletcher 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 Nicholls may, at its option, place Fletcher in default and the Agreement shall terminate on the date specified in such notice. Fletcher may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Nicholls to comply with the terms and conditions of this agreement; provided that Fletcher shall give the Nicholls written notice specifying Nicholls' failure and a reasonable opportunity for Nicholls to cure the defect.

Termination for Convenience

Either party may terminate the agreement at any time by giving thirty (30) days written notice. Fletcher shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents, and other materials delivered or transmitted to Fletcher by Nicholls shall remain the property of Nicholls, and shall be returned by Fletcher to Nicholls, at Fletcher's expense, at termination or expiration of this contract. All records, reports, documents, or other materials related to this agreement and/or obtained or prepared by Fletcher in connection with the performance of the services agreed for herein shall become the property of Nicholls, and shall, upon request, be returned by Fletcher to Nicholls, at Fletcher's expense, at termination or expiration of this agreement.

Nonassignability

No party shall assign any interest in this agreement by assignment, transfer or novation, without prior written consent of either party. This provision shall not be construed to prohibit either party from assigning his bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to each party and the Office of Contractual Review.

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

amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Fletcher 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, disabilities.

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

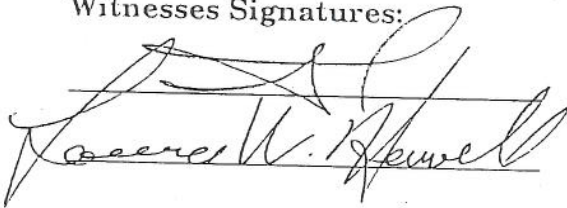
Auditors Clause

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, which relate to this contract.

THUS DONE AND SIGNED AT Thibodaux, Louisiana on the day, month and year first written above.

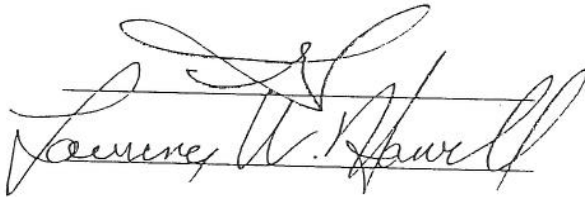
IN WITNESS WHEREOF, the parties have executed this Agreement as of this
19th day of April, 2010.

Witnesses Signatures:



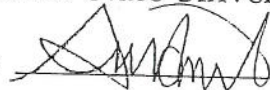
Lawrence W. Howell

Witnesses Signatures:



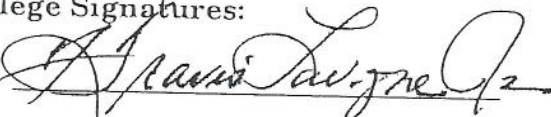
Lawrence W. Howell

Nicholls State University Signatures:

By: 

Title: President

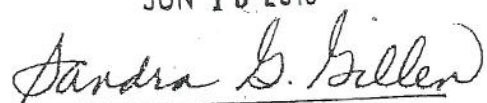
L. E. Fletcher Technical Community College Signatures:

By: 

Title: Chancellor

APPROVED
Office of the Governor
Office of Contractual Review

JUN 15 2010



DIRECTOR

CONTRACT SUPPLEMENTARY INFORMATION

Fletcher Technical Community College

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I. Scope of Services

Fletcher shall offer a specified number of sections (to be based upon need with a minimum of 10 students) of Mathematics 092 and/or Mathematics 093, and English 092 on the main campus of Nicholls State University in Thibodaux, or via the Web.

II. PERFORMANCE MEASURE:

The services provided by Fletcher Technical Community College shall be evaluated to determine that the services are provided in a timely and professional manner by:

Assigning a University representative to monitor the progress of the project through the following phases:

- a) Verification of the courses offered;
- b) The number of students enrolled in the courses

III. MONITORING PLAN:

The Office of Academic Affairs will review progress of the contract on a periodic basis to ensure that the project progresses as per the time frame of the University.

IV. COST ANALYSIS:

Estimated Total Agreement not to exceed maximum fee of: \$167,000

Fletcher shall be paid a rate of \$200 per student.

Fletcher shall be paid based on the number of students enrolled in the courses offered at the per student rate. Payments shall be made following the 14th class day of the fall and spring semester, and after the 7th class day for the summer semester.

BOBBY JINDAL
GOVERNOR



ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

June 15, 2010

Mr. Terry Dupre
Assistant Director of Purchasing
Nicholls State University
Box 2052
University Station
Thibodaux, LA 70310

Dear Mr. Dupre:

Enclosed are approved copies of the following contract submitted to us and received in our office on May 25, 2010.

Nicholls State University

OCR# 621-100126 CFMS# 692141 Fletcher Technical Community College

The OCR and CFMS numbers preceding the contract name have been assigned by this office and are used as identification for the approved contract. Please use these numbers when referring to the contract in any future correspondence or amendment(s).

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 exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

We appreciate your continued cooperation.

Sincerely,

Angele Davis