



BOBBY JINDAL
GOVERNOR

KRISTY H. NICHOLS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of Contractual Review

October 12, 2012

Ms. Marie C. Frank
Louisiana State University
Office of the Director of Purchasing
Baton Rouge, LA 70803-3001

Dear Ms. Frank:

Enclosed are approved copies of the following contract submitted to us and received in our office on October 1, 2012.

Louisiana State University


OCR# 601-302009 CFMS# 717829 Acedemic Partnerships, LLC

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,


Pamela Bartfay Rice, Esq.
Interim Director

PBR/la

Enclosure

CONSULTING CONTRACT

On this 14th day of September 2012, the State of Louisiana, **Board of Supervisors of Louisiana State and Agricultural and Mechanical College**, hereinafter sometimes referred to as the "University" or "LSU", and **Academic Partnerships, LLC, a Delaware limited liability corporation**, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions of the Consulting and Support Services Agreement.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish marketing and support services to the University for higher education distance learning programs as specified in Attachment I. See Appendix A for Solicitation No. 11102 on RFP for Distance Learning Consulting Services attached hereto. Also, see Appendix B for Distance Learning Proposal attached.

2.1 TERM OF CONTRACT

This Contract shall begin on the first day of class of the first online term ("Effective Date"), February 1, 2013, and shall terminate on January 31, 2016. This Contract shall be governed by the laws of the State of Louisiana.

2.2 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment III.

2.4 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

2.5 SECURITY

Contractor's personnel will always comply with all security regulations in effect at the University's premises, and externally for materials belonging to the University or to the project. Contractor is responsible for reporting any breach of security to the University promptly.

2.6 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is 27-2009059.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

Contractor will perform services according to the terms of this Contract and according to the Statement of Services in Attachment I.

3.2 PROJECT MANAGEMENT

Contractor shall provide, at a minimum, the project management functions listed in Section 2 of the Scope of Services in Attachment I.

3.3 QUALITY ASSURANCE REVIEWS

University reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers. Contractor will not charge University for its expenses but University will pay its own cost to perform the reviews.

3.4 CONTRACTOR RESOURCES

Contractor agrees to provide the Contract related resources as per Section 2 of the Scope of Services, Attachment I. Contractor shall assign staff who possess the knowledge, skills and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment II.

The Contractor's personnel assigned to this contract may not be replaced without the written consent of the University. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that the Contractor personnel becomes unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the key personnel member listed in his Proposal.

3.5 UNIVERSITY PROJECT CONTACT

The University shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. The Project Manager is identified below. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned University Project Manager shall be the principal point of contact on behalf of the University and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

Department Project Manager: Dave Kurpius
Telephone: 225-578-1948
Email address: Kurpius@lsu.edu

3.7 UNIVERSITY FURNISHED RESOURCES

The University will provide access to the following resources on an as needed basis:

The University will provide to Contractor, read-only access to records within its SIS and LMS that contain information about students enrolled in the online programs, including any pre-requisite General Education courses. Contractor relies primarily on daily extracts from University systems, but will utilize essential data from these systems to (i) create program prototypes, (ii) assist faculty with curriculum development, (iii) facilitate student matriculation, (iv) assist in improving student retention, (v) monitor program success and (vi) assist with and facilitate the growth of the University's online educational courses. Essential SIS data includes, but is not limited to, applicant, student, section and enrollment data. Essential LMS data includes, but is not limited to, course, section, student, grade and time-and-activity data critical to providing student retention.

4.0 ACCEPTANCE OF DELIVERABLES

For this Section 4.0, "Deliverables" shall be defined as (1) the project plan outlining the launch of the work required for the Scope of Services, and (2) marketing materials that Contractor intends to use to market the online University programs. Contract Deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Scope of Services, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in University- approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the University Project Manager will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the University Project Manager, but in no event later than ten (10) business days after the Deliverable is presented to the University Project Manager. Within the applicable period, the University Project Manager will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If University disapproves a Deliverable, University will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. *Resubmitting Corrected Deliverables.* With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the University Project Manager will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the University disapproves that Deliverable, the University will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

Pricing terms are outlined in the Attachment 1, Scope of Services.

5.1 PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of \$2,000,000.00. For those enrollments subject to this agreement, the University shall remit to the Contractor 50% of the approved graduate in-state tuition (not Fees) published as LSU's Graduate Tuition Schedule (<http://www.bgtplan.lsu.edu/fees.htm>) for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog. Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies at: <http://www.lsu.edu/catalogs/2011/014fees.shtml>

The Contractor will invoice the University immediately after the "No Refund" day at the billing address designated by the University. University agrees to cooperate with Contractor to finalize and reconcile the data that supports the amounts invoiced. Payments will be made by University within thirty (30) days after receipt of a properly executed invoice, and approval by LSU. Invoices shall include the LSU Contract number. Invoices will be accompanied by student rosters that detail students, courses taken and amount paid. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. University will pay Contractor via electronic ACH.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

University 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 University 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 the case of failure 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 University may, at its option, place the 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 University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6.2 TERMINATION FOR CONVENIENCE

The University may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. 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 have not been

appropriated. Such termination shall be without penalty or expense to the University except for payments which have been earned prior to the termination. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT

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

8.0 OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, 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 services contracted for herein shall become the property of University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this Contract.

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Contractor may deliver to LSU as part of a Service. The term "Materials" does not include commercially available Products, Machine Code, or Licensed Internal Code.

The University has all right, title, and interest (including ownership of copyright) of all delivered Materials. To include but not limited to: finalized project plan, project manager template, rider template, business process log, project work plan, monthly progress reports, change management plan, training plan, targeted marketing messages, communication framework, system development plan, leveraged Contractor templates, training course materials, quick job aids, event-based training documentation, quality assurance independent reviews, intermediate deliverables and final report.

9.0 NONASSIGNABILITY

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University, which will not be unreasonably withheld. This provision shall not be construed to prohibit the Contractor 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 University.

10.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the University where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract, at State's or University's expense. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

11.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract 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 contract.

12.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

13.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing

authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

14.0 NON-DISCRIMINATION CLAUSE

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, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

15.0 INFORMATION SECURITY

Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *protected information*, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

16.0 HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

17.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the Contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act, intentional misconduct, or failure to act of the University.

Contractor shall indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the

University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) University's unauthorized modification or alteration of a Service; ii) University's use of the Service in combination with other services not furnished by Contractor; iii) University's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", Contractor's liability for direct damages, shall be limited to the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

18.0 APPROVALS

This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with LA R.S. 39:1502 and Louisiana Department of Civil Service (where applicable).

19.0 CONFIDENTIALITY OF DATA:


All financial, statistical, personal, technical and other data and information relating to the University's operation which are designated confidential by the University and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, is rightfully obtained from third parties or when Contractor is compelled to disclose by law.

20.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, (together with the Request for Proposals and addenda issued thereto by the University, the proposal submitted by the Contractor in response to the University's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract and the Attachment I (Scope of Services), excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

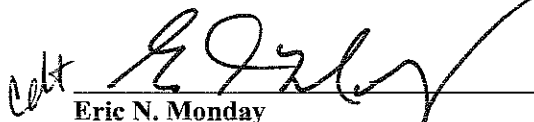
Academic Partnership, LLC



Michael J. Briskey
Chief Financial Officer

9/18/12
DATE

**Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College**

celt 

Eric N. Monday
Vice Chancellor for Finance & Administrative
Services and Chief Financial Officer

092712
DATE

APPROVED
Office of the Governor
Office of Contractual Review

OCT 12 2012


DIRECTOR

ATTACHMENT I SCOPE OF SERVICES

- Competitive market analysis,
- Program planning, course design and development and faculty support,
- Marketing and recruitment, and
- Student enrollment, retention, and support.

Competitive Market Analysis

Contractor's first step is to apply industry and competitive market analysis strategies. Contractor will generate qualitative and quantitative data that will help develop an implementation strategy. Data to be gathered includes but is not limited to potential market demand, admission requirements, course timing, prerequisites, cohort start dates, enrollment limitations and tuition rates. This key information allows for the strategic establishment and placement of the program to maximize the targeting of highly qualified prospective students with LSU's specific message and quick engagement in the recruiting process.

Program Planning, Course Design and Development and Faculty Support

Contractor to provide a team which will work with LSU faculty in converting course content to an online format, reviews existing courses, and provides recommendations to enhance current online offerings. By working together in face-to-face meetings, onsite workshops and virtual conferencing, a program will be designed to facilitate successful student persistence to graduation. Contractor will introduce instructional options including a carousel model for course sequencing that includes multiple start dates and accelerated courses.

Contractor Responsibilities

- provide dedicated Curriculum Support Services team to assist LSU with program planning (schedule, etc.), course design (scalability, leveraging LMS features, etc.)
- lead a "Kickoff Meeting" with dean(s) and department head(s) to discuss key goals, features of the program and information regarding course scheduling
- host a Program Planning Workshop with key academic and administrative stakeholders to finalize course scheduling and discuss potential challenges students might encounter during the program and how those can be addressed
- assist with the identification and understanding of best practices which may necessitate changes to the data systems and processes affecting the application, enrollment, persistence and retention of students
- lead a "Course Blueprinting" session with instructional faculty
- facilitate a LMS Template Workshop in which LSU faculty will, if desired, upload content and materials into the common template for the program in the LSU Moodle infrastructure
- review of online course once it is developed, including feedback from applying the Quality Matters rubric, the Contractor's Best Practices checklist and national standards and industry best practices for ensuring accessibility to persons with disabilities
- provide on-going virtual conferencing and reviews with LSU faculty to ensure that courses remain current and offer quality instructional content
- assist with instructional staff recruiting subject to the approval of the appropriate LSU academic dean/unit

LSU Responsibilities

- define all academic policies
- development and maintenance of all courses (syllabi, course objectives, curriculum, quality assurance, etc.)
- hiring of instructional assistants
- support students in all academic related areas (tutoring, etc.)
- provide academic advising
- grade student work
- provide online library services
- assigning of grades

Marketing and Recruitment

Contractor will customize all marketing materials with the LSU "look and feel" so that they blend into LSU's existing brand identity. All marketing materials require University approval. Contractor will employ program marketing through a variety of means with an overarching goal of expanding the reach of LSU to highly qualified students from diverse populations. Contractor's field sales organization will access markets throughout the nation and identify qualified leads. Marketing techniques include field recruitment, employer-based partnerships, digital marketing and creative services, and international marketing.

Contractor Responsibilities

- development, production and securing LSU approval of all marketing materials for identified programs, including landing pages and websites dedicated to the LSU distance learning programs
- form employer-based partnerships in targeted fields
- development and/or acquisition of highly qualified prospective student leads
- promotional and advertising campaigns (including online marketing campaigns and scholarships where applicable)
- advise LSU on individual state requirements/compliance standards for obtaining operating approval
- provide capital investment required to expand recruiting call center, including all necessary facilities and technology
- provide a team of enrollment specialists to assist prospective students
- provide the enrollment specialists team the ability to communicate with prospective students through a variety of means, such as email, phone, text, social media, traditional mail, etc.
- secure a dedicated 1-800 number programmed with LSU's identification and LSU branded website for prospective students
- design and develop landing pages and partner website (subdomain on the lsu.edu domain) with pertinent program information such as degrees offered, tuition, start dates, etc.
- provide ongoing training for enrollment specialists
- recruit to the specific academic standards defined by LSU
- management of the student lead process through Contractor's Customer Relationship Management (CRM) System
- shall NOT engage in the cross selling of leads to other university partners
- comply with all applicable State laws, Federal laws (e.g. FERPA) and LSU policies and standards regarding the protection and security of student educational records

LSU Responsibilities

- approve in a timely manner all marketing materials, including, colors, website and messaging
- prepare and submit all documentation necessary to obtain state regulatory approvals as agreed upon for program expansion
- add links to the Contractors website from current LSU web pages
- provide a sub-domain on the university's ".edu" domain to be hosted on Contractors servers for marketing pages (i.e., degree.university.edu)
- provide Contractor with an initial list of prospective students from their Student Information Systems (drops, denied, incomplete file, etc.)
- provide appropriate level of staffing in the areas of admissions, advising and financial aid to manage the increased level of enrollment
- provide Contractor with pertinent program information to answer student inquiries and program questions
- provide Contractor with the LSU contact numbers and email addresses for the admissions, advising, registration, financial aid, student accounts offices, and other pertinent contacts
- provide Contractor with daily data feeds from the university SIS to report status of prospective student leads (new and existing) for identified programs and enrollment data
- make final admission decisions

Student Enrollment, Retention, and Student Support Services

Contractor's team engages with distance learning students and remains in contact through graduation. Emphasis is placed on continuous communication with students during the initial courses. The enrollment specialists focus solely on student recruitment and shall assist prospective students from the first inquiry to the start of the first course. Contractor shall make a focused effort to familiarize its staff with the LSU culture and will communicate the unique characteristics and advantages of the LSU programs to prospective students.

After students are enrolled, Contractor's Student Support Services focus on deliverables designed to maximize student retention and enhance graduation rates. Specifically, it is expected that the retention specialists monitor progress and communicate regularly with the students by email and telephone, answering questions and encouraging them as they progress through their courses. Additionally, it is known from experience that students' completion of initial coursework in a distance learning program is crucial to their continuation to graduation. Accordingly, special emphasis should be placed on direct and continuous communications with students during the initial courses. Frequent communication with LSU personnel is expected to discuss program updates and provide feedback from communication with students. Enrollment and LMS access issues are reported to the Support Desk via telephone or email, and immediately addressed by Contractor's staff. Both a Faculty Support and a Student Support Desk with email and toll free telephone access are offered [7 am-10 pm (CST) Monday-Friday; 8 am-8 pm (CST) Saturday-Sunday].

Contractor Responsibilities

- provide written quarterly reports to LSU detailing the lead source, number of leads generated, number of leads to application, the number of application to enrollment and other agreed upon KPIs
- provide a dedicated team of enrollment specialists sufficient to cover the demand of the LSU programs
- assist students in the enrollment and registration process, including guiding them through the assembly of a complete application package
- remind students about deadlines and provide instruction and direction as to class registration
- provide a faculty and student support desk for enrollment and LMS access issues
- monitors students' progress in course and provides consistent communication until student is re-engaged

LSU Responsibilities

- define admission requirements
- make timely admission decisions
- intervene if student is having academic or instructional difficulties in course
- provide quality instructional assistants

ATTACHMENT II CONTRACTOR PERSONNEL AND OTHER RESOURCES

1.0 SUBSTITUTION OF KEY PERSONNEL

This Section 1.0 applies only to the following employees of the Contractor:

Managing Director
Director of Partner Integration
Director of Curriculum Support Services
Marketing Director

The Contractor's personnel assigned to this contract may not be replaced without the written consent of the University. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that the Contractor personnel becomes unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the key personnel member listed in his Proposal.

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the University's network, must comply with University network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the University network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the University.

**ATTACHMENT III
INSURANCE REQUIREMENTS FOR CONTRACTORS**

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.0 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The University, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the University, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the University with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the University before work commences. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.



Amendment Agreement between
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AGRICULTURAL AND MECHANICAL COLLEGE
(Enrollment Management)
and
Academic Partnerships, LLC
160 Continental Avenue
Dallas, TX 75207-7306

Amendment Provisions:

Change Agreement from:

2.1 TERM OF CONTRACT

This Contract shall begin on the first day of class of the first online term (“Effective Date”), February 1, 2013, and shall terminate on January 31, 2016. This Contract shall be governed by the laws of the State of Louisiana.

5.1 PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of \$2,000,000.00. For those enrollments subject to this agreement, the University shall remit to the Contractor 50% of the approved graduate in-state tuition (not Fees) published as LSU’s Graduate Tuition Schedule (<http://www.bgtplan.lsu.edu/fees.htm>) for that term as computed based on course enrollments as of the “No Refund” day, as published in the General Catalog. Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies at: <http://www.lsu.edu/catalogs/2011/014fees.shtml>

The Contractor will invoice the University immediately after the “No Refund” day at the billing address designated by the University. University agrees to cooperate with Contractor to finalize and reconcile the data that supports the amounts invoiced. Payments will be made by University within thirty (30) days after receipt of a properly executed invoice, and approval by LSU. Invoices shall include the LSU Contract number. Invoices will be accompanied by student rosters that detail students, courses taken and amount paid. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. University will pay Contractor via electronic ACH.

CHANGE TO:

2.1 TERM OF CONTRACT

This Contract shall begin on the first day of class of the first online term (“Effective Date”), February 1, 2013, and shall terminate on January 31, 2017. This Contract shall be governed by the laws of the State of Louisiana.

5.1 PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of \$3,300,000.00. For those enrollments subject to this agreement, the University shall remit to the Contractor 50% of the approved graduate in-state tuition (not Fees) published as LSU’s Graduate Tuition Schedule (<http://www.bgtplan.lsu.edu/fees.htm>) for that term as computed based on course enrollments as of the “No Refund” day, as published in the General Catalog. Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies at: <http://www.lsu.edu/catalogs/2011/014fees.shtml>

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The Amendment is needed to extend the date of services to January 31, 2017 and increase the existing contract amount by \$1,300,000.00 due to the nature of the services provided herein and require a continuity of service; maximum fee not to exceed \$3,300,000.00.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this Amendment is entered into this 21st day of May 2015, at Baton Rouge, Louisiana.

Accepted for: **Academic Partnerships, LLC**

Accepted for: **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

(Signature)

Print Name: Wes Brazell

Title: CFO

Date: 6-3-2015

BY:

Sally McKechnie

Director of Procurement and Property Management

Date: 6-9-15



Amendment Agreement between
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AGRICULTURAL AND MECHANICAL COLLEGE
(Enrollment Management)
and
Academic Partnerships, LLC
160 Continental Avenue
Dallas, TX 75207-7306

Amendment Provisions:

Change Agreement from:

5.1 PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of \$2,000,000.00. For those enrollments subject to this agreement, the University shall remit to the Contractor 50% of the approved graduate in-state tuition (not Fees) published as LSU's Graduate Tuition Schedule (<http://www.bgtplan.lsu.edu/fees.htm>) for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog. Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies at: <http://www.lsu.edu/catalogs/2011/014fees.shtml>

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CHANGE TO:

5.1 PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of **\$5,800,000.00**. For those enrollments subject to this agreement, the University shall remit to the Contractor 50% of the approved graduate in-state tuition (not Fees) published as LSU's Graduate Tuition Schedule (<http://www.bgtplan.lsu.edu/fees.htm>) for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog. Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies at: <http://www.lsu.edu/catalogs/2011/014fees.shtml>

The Contractor will invoice the University immediately after the "No Refund" day at the billing address designated by the University. University agrees to cooperate with Contractor to finalize and reconcile the data that supports the amounts invoiced. Payments will be made by University within thirty (30) days after receipt of a properly executed invoice, and approval by LSU. Invoices shall include the LSU Contract number. Invoices will be accompanied by student rosters that detail students, courses taken and amount paid. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. University will pay Contractor via electronic ACH.

The Amendment is needed to increase the existing contract amount by \$2,500,000.00 due to the nature of the services provided herein and require a continuity of service; maximum fee not to exceed \$5,800,000.00.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this Amendment is entered into this 13th day of May 2016, at Baton Rouge, Louisiana.



Amendment No. 2
LSU Contract No. 72015

Accepted for: **Academic Partnerships, LLC**

Accepted for: **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

(Signature)

Print Name: BRYCEON SUMNER

Title: CFO

Date: 5/18/16

BY:

Sally McKechnie
Sally McKechnie

Assistant Vice President for Procurement and Property Management

Date: 5/26/16



**Amendment Agreement between
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AGRICULTURAL AND MECHANICAL COLLEGE
(Enrollment Management)
and
Academic Partnerships, LLC
160 Continental Avenue
Dallas, TX 75207-7306**

Amendment Provisions:

Change Agreement, as follows:

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish marketing and support services to the University for higher education distance learning programs as specified in Attachment I. See Appendix A for Solicitation No. 11102 on RFP for Distance Learning Consulting Services attached hereto. Also, see Appendix B for Distance Learning Proposal attached. Academic Partnerships and University shall collaborate for enrollment of students to the online programs where the needs of the student can be met and where the students meet the admission standards as set forth by each campus of the LSU System.

2.1 TERM OF CONTRACT

This Contract shall begin on the first day of class of the first online term ("Effective Date"), February 1, 2013, and shall terminate on January 31, 2018. This Contract shall be governed by the laws of the State of Louisiana.

5.2 CERTIFICATE PROGRAMS


The University shall remit to the Contractor 50% of the approved undergraduate tuition for the Post-Bac Construction Management certificate. The revenue share for all subsequent certificate programs will be negotiated on an individual basis.

The Amendment is needed to extend the date of services to January 31, 2018 due to the nature of the services provided herein and require a continuity of service with the expectation to reach a master services agreement for all LSU campuses.

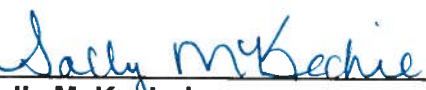
This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this Amendment is entered into this 27th day of January 2017, at Baton Rouge, Louisiana.

Accepted for: **Academic Partnerships, LLC**

Accepted for: **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**



(Signature)
Print Name: Jeff Dawson
Title: Chief Financial Officer
Date: 1/27/17

BY: 

Sally McKechnie
Title: Assistant Vice President for
Procurement and Property Management
Date: 2-13-17



Amendment Agreement between
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AGRICULTURAL AND MECHANICAL COLLEGE
(Enrollment Management)
and
Academic Partnerships, LLC
160 Continental Avenue
Dallas, TX 75207-7306

Amendment Provisions:

Change Agreement from:

5.1 PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of **\$5,800,000.00**. For those enrollments subject to this agreement, the University shall remit to the Contractor 50% of the approved graduate in-state tuition (not Fees) published as LSU's Graduate Tuition Schedule (<http://www.bgtplan.lsu.edu/fees.htm>) for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog. Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies at: <http://www.lsu.edu/catalogs/2011/014fees.shtml>

The Contractor will invoice the University immediately after the "No Refund" day at the billing address designated by the University. University agrees to cooperate with Contractor to finalize and reconcile the data that supports the amounts invoiced. Payments will be made by University within thirty (30) days after receipt of a properly executed invoice, and approval by LSU. Invoices shall include the LSU Contract number. Invoices will be accompanied by student rosters that detail students, courses taken and amount paid. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. University will pay Contractor via electronic ACH.

CHANGE TO:

5.1 PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of **\$8,300,000.00**. For those enrollments subject to this agreement, the University shall remit to the Contractor 50% of the approved graduate in-state tuition (not Fees) published as LSU's Graduate Tuition Schedule (<http://www.bgtplan.lsu.edu/fees.htm>) for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog. Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies at: <http://www.lsu.edu/catalogs/2011/014fees.shtml>

The Contractor will invoice the University immediately after the "No Refund" day at the billing address designated by the University. University agrees to cooperate with Contractor to finalize and reconcile the data that supports the amounts invoiced. Payments will be made by University within thirty (30) days after receipt of a properly executed invoice, and approval by LSU. Invoices shall include the LSU Contract number. Invoices will be accompanied by student rosters that detail students, courses taken and amount paid. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. University will pay Contractor via electronic ACH.

The Amendment is needed to increase the existing contract amount by \$2,500,000.00 due to the nature of the services provided herein and require a continuity of service; maximum fee not to exceed \$8,300,000.00.


This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this Amendment is entered into this 11th day of April 2017, at Baton Rouge, Louisiana.




Amendment No. 4
LSU Contract No. 72015

Accepted for: **Academic Partnerships, LLC**

Accepted for: **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**



(Signature)
Print Name: Jeff Dawson
Title: CFO
Date: 4/20/17

BY: 

Sally McKechnie
Assistant Vice President for Procurement and Property Management
Date: 4-24-17



**Amendment Agreement between
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AGRICULTURAL AND MECHANICAL COLLEGE
(Enrollment Management)
and
Academic Partnerships, LLC
600 N. Pearl Street, Suite 900
Dallas, Texas 75201**

Amendment Provisions:

Change Agreement, as follows:

2.1 TERM OF CONTRACT

This Contract shall begin on the first day of class of the first online term ("Effective Date"), February 1, 2013, and shall terminate on January 31, 2022. This Contract shall be governed by the laws of the State of Louisiana.

5.1 PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of **\$24,800,000.00**. For those enrollments subject to this agreement, the University shall remit to the Contractor 50% of the approved graduate in-state tuition (not Fees) published as LSU's Graduate Tuition Schedule (<http://www.bgtplan.lsu.edu/fees.htm>) for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog. Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies at: <http://www.lsu.edu/catalogs/2011/014fees.shtml>

The Contractor will invoice the University immediately after the "No Refund" day at the billing address designated by the University. University agrees to cooperate with Contractor to finalize and reconcile the data that supports the amounts invoiced. Payments will be made by University within thirty (30) days after receipt of a properly executed invoice, and approval by LSU. Invoices shall include the LSU Contract number. Invoices will be accompanied by student rosters that detail students, courses taken and amount paid. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. University will pay Contractor via electronic ACH.

The following section is here by inserted as Section 21.0.

21.0 FINANCIAL AID


The University agrees to carry out the administration of all aspects of the financial aid process in compliance with all applicable federal regulations. The University will make financial aid available to students in the same manner and to the same extent as made available to other students of University, and will be solely responsible for and will retain complete control over all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended), including determining and verifying eligibility, monitoring and managing all aspects of student's award acceptance, loan counseling, and setting of budgets and disbursement schedules. In addition, AP will have no role in informing the University if, or when, a student withdraws from an academic program or of the last date of attendance of any student. It is agreed and understood that AP is not and shall not be reported by the University as a "third party servicer" (as that term is defined under the federal regulations, including 34 C.F.R. §§ 668.2 and 668.25) and that AP shall have no involvement in or responsibility for the financial aid process. AP personnel shall refer financial aid matters to the University and the University shall have the right to review and approve in advance any AP functions or activities, including call scripts, that may involve the financial aid matters or financial aid decisions of University students.



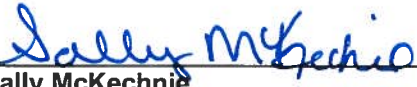
The Amendment is needed to extend the date of services to January 31, 2022 and increase the amount by \$16,500,000.00 due to the nature of the services provided herein and require a continuity of service; total contract amount not to exceed \$24,800,000.00.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this Amendment is entered into this 14th day of September 2017, at Baton Rouge, Louisiana.

Accepted for:
Academic Partnerships, LLC

BY: 
Jeff Dawson
Title: Chief Financial Officer
Date: 10/27/17

Accepted for:
**Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College**

BY: 
Sally McKechnie
Title: Assistant Vice President for Procurement
and Property Management
Date: 10/30/17