

SAYLOR ACADEMY and LOUISIANA COMMUNITY AND TECHNICAL
COLLEGE SYSTEM
COLLEGE CREDIT TRANSFER AGREEMENT

This Credit Transfer Agreement (“Agreement”) is made effective as of July 10, 2020 by and between The Constitution Foundation d/b/a the Saylor Academy ("Saylor"), a not-for-profit foundation located in Washington, D.C. and Louisiana Community and Technical College System ("LCTCS"), an accredited institution of higher education in Baton Rouge, LA. Saylor and LCTCS may hereinafter be referred to individually as a “Party” or, collectively, as the “Parties”.

Whereas, LCTCS is an accredited, recognized leader in providing flexible, high-quality, collegiate learning opportunities with a history of serving underserved populations in higher education; and

Whereas, Saylor, a respected open education provider that, among other things, builds freely available college level courses, desires to provide affordable pathway options for students seeking traditional college credit to help them complete college degrees and/or seek other forms of recognition for completing select Saylor courses; and

Whereas, LCTCS and Saylor desire to work together to provide new pathways to increase access to higher education and otherwise develop innovative solutions toward that end.

NOW, THEREFORE, in exchange for the mutual promises and covenants herein, intending to be legally bound, Saylor and LCTCS now agree to this college credit transfer partnership. The principal terms of this Agreement follow.

1. ACCEPTANCE OF SELECT COURSES FOR CREDIT.

(a) LCTCS agrees to accept transfer credits from courses offered by Saylor that have been reviewed and recommended by the American Council on Education in accordance with its standard transfer policies. LCTCS will provide Saylor with a list of course equivalencies that Saylor may post on its website and indicate the maximum number of transfer credits allowed from non-collegiate credit providers, such as Saylor.

(b) LCTCS agrees to inform Saylor of any student fees, or changes thereto, directly related to administering and accepting these transfer credits to allow Saylor to post those fees on its site for prospective students.

(c) LCTCS agrees to inform Saylor of any changes to its transfer credit policy from alternative credit providers reviewed by organizations such as the American

Council on Education.

2. Intellectual Property and Usage.

- (a) License of Marks. Saylor and LCTCS will license to the other Party on a royalty-free, non-exclusive basis the right to use its applicable Marks (as defined below) solely for the purpose of fulfilling such party's obligations with respect to this Agreement, provided that such license shall automatically terminate upon termination of this Agreement without the requirement of further notices or any other action by any Party. For the purposes hereof, "Marks" shall mean a Party's trademarks, trade names, service marks and/or logos provided to the other Party for the business purposes outlined herein, or such additional or replacement Marks as either Party may permit in writing the other Party to use solely in connection with the performance of this Agreement.

- (b) Usage.

The parties may display trademarks, trade names, service marks and/or logos provided by the other Party solely to promote this transfer acceptance agreement.

3. Student Privacy.

LCTCS and Saylor will protect student privacy in a professional manner with due care and skill in accordance with their respective privacy policies and all applicable laws.

For the purposes of this Agreement, parties agree to share student information that assists with the furtherance of the activities outlined herein. Both parties agree to keep student information confidential and to use such information only for the activities outlined in this agreement. All information about students obtained from any of the Parties shall be held confidential pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g) ("FERPA") and of La. R.S. 17:3914.

4. Term and Termination.

- (a) This Agreement will have a three (3) year term commencing upon execution hereof.

- (b) Notwithstanding any other provision contained herein, either Party may

terminate the Agreement for convenience (i.e. for any reason or no reason) during the term upon at least ninety (90) days prior written notice to the other Party. Upon termination of this Agreement pursuant to this paragraph, neither Party shall have any liability or obligation to the other Party.

(c) Either Party may terminate the Agreement upon a material breach by the other Party, if such breach remains uncured for ninety (90) days following receipt of written notice to cure by the breaching Party.

5. **Notices.** Any required notices or other contractual communications, such as termination, hereunder shall be made in writing and served by personal delivery, registered or certified mail, return receipt requested, to the person(s) at the address set forth below or such other address as may be designated in writing hereafter, in the same manner:

If to LCTCS:

Dr. Rene Cintron
Chief Academic Affairs Officer
Louisiana Community and Technical College System
265 South Foster Drive
Baton Rouge, LA, 70806
Tel: (225) 922-2373

If to Saylor:

Jacqueline Arnold
Manager, Strategic Communications
and Relationships
The Constitution Foundation,
(dba Saylor Academy)
1875 Connecticut Avenue, N.W.
10th Floor
Washington, DC 20009
Tel: 202-333-4005

With a copy to:


Jeff Davidson
Executive Director
The Constitution Foundation
(dba Saylor Academy)
1875 Connecticut Avenue, N.W.
10th Floor
Washington, DC 20009
Tel: 202-333-4005

6. **Governing Law.** The parties agree that this Agreement shall be governed by the laws of the District of Columbia, without regard to the conflict of the laws provisions thereof.

7. Entire Agreement. This Agreement, including attached schedules and exhibits if any, which by reference are fully incorporated as if set forth in entirety herein, constitute the entire agreement between the parties related to the subject matter. This Agreement may be executed through signatures to any number of counterparts, but any or all of such counterparts and documents shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and on their behalf by and through their duly authorized representatives, as of the day and year first above written.

FOR LOUISIANA COMMUNITY AND TECHNICAL COLLEGE SYSTEM

BY: 
Dr. Monty Sullivan
President

DATE: 7/10/2020

FOR THE SAYLOR ACADEMY

BY: _____
Jeffery S. Davidson
Executive Director

DATE: _____