



# LOUISIANA DEPARTMENT OF EDUCATION

January 10, 2023

VIA EMAIL

New Solutions K12  
29 Winthrop Rd.  
Brookline, MA 02445

RE: **P.O. 2000740519**

Dear Sir or Ma'am:

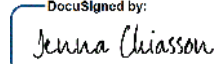
Enclosed is a copy of the signed Purchase Order and approved contract that verifies the agreement has been executed between you and the State of Louisiana. The original signed agreement is on file at the Louisiana Department of Education.

As work is satisfactorily completed, you should complete the Professional Services Billing Form (attached,) according to the schedule outline in your contract, and submit to your LDOE contract contact person via email.

**When submitting the billing form for payment, please insert the Purchase Order # in the upper right hand corner of the billing form.**

Please let us know if you have any questions or require additional information.

Sincerely,

DocuSigned by:  
  
53A10A507204462  
Jenna Chiasson

Deputy Superintendent of Teaching and Learning, District Support  
JC:cg

**Louisiana Believes**



**STATE OF LOUISIANA**  
 Dept of Education

Vendor Number/Name/Address:  
 0310251785  
 NEW SOLUTIONS K12  
 29 WINTHROP RD  
 BROOKLINE, MA 02445

<b>PURCHASE ORDER</b>	
<b>Number:</b>	<b>2000710783</b>
Version:	1
Date Issued:	01/10/2023
Fiscal Year:	2023
Buyer:	CHELSEA GUILLORY
Phone:	
Email:	chelsea.guillory@la.gov

All terms and conditions in the solicitation are part of this order as if fully reproduced herein.

**Deliver To:**

Invalid Delivery Address  
 Invalid, LA 99999-9999

**Invoice To Address:**

Dept of Education  
 Expenditure Control - Payables 5th Floor  
 PO Box 94064  
 Baton Rouge, LA 70804-9064

**Ship To Contact:**

MEREDITH JORDAN  
 225-485-5228  
 MEREDITH.JORDAN@LA.GOV

Terms of payment: Vendor Net 30  
 FOB Point: DESTINATION  
 Shopping Cart Number: 1000283890  
 Bid Response Number: \_\_\_\_\_  
 Invitation to Bid: \_\_\_\_\_  
 Total Amount of PO: \$1,039,500.00

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 86101800 SERVICE DESCRIPTION: Professional development DELIVERY: N/A	N/A	N/A	N/A	1,039,500.00

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**Buyer:** CHELSEA GUILLORY

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THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT . ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL 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 ACT OF 1975, 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 AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, 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 TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30)

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**Buyer:** CHELSEA GUILLORY

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DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

AUTHORIZED SIGNATURE: \_\_\_\_\_

DocuSigned by:  
*Jenna Chiasson*  
53A10A507204452

Agency Administrative Officer

Form A

CONTRACT NUMBER (ISIS/LAGOV) 2000710783

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION**

**CONTRACT**

*BE IT KNOWN, the Department of Education, Office of Teaching and Learning, of the State of Louisiana (hereinafter sometimes referred to as State) and New Solutions K12 29 Winthrop Road Brookline, MA 02445 (hereinafter sometimes referred to as Contractor) do hereby enter into a contract with funds which can be provided by the program entitled Esser II & IDEA, under the following terms and conditions. If a federal program, provide Catalog of Federal Domestic Assistance Number 84.425 D & 84.027A.*

**Scope of Services**

*Contractor hereby agrees to furnish the following services:*

● **Specific goals and objectives:**

To improve the outcomes for students with disabilities and help address accelerating learning in the wake of the learning loss caused by the COVID pandemic. The work will include a number of interconnected elements. 1. Help spread the adoption of best practices for students with disabilities. 2. Provide staffing and scheduling support for school leaders. 3. Support the adoption and increase the impact of balanced calendars. The proposal will help LDOE support districts to implement the best practice guidance and better serve students across the state.

● **Deliverables:**

**Part A**

- Develop compelling and clear documentation and messaging assuring the field that all aspects of the guidance are in accordance with IDEA regulations.
- Develop compelling and clear documentation and messaging assuring the field how IDEA funds can be used in more and better ways to implement the guidance.
- Identify best practice examples across the state.
- Provide professional development to the field related to the best practices, the revised playbook, the legality of the guidance, best uses for IDEA funds and other related topics
- Assess additional needs from the field to support adoption and effective implementation.

**Part B**

- Assess current state of staffing and scheduling implementation by conducting interviews and focus groups.
- Provide asynchronous professional development statewide on staffing and scheduling best practices, primarily focused on school leaders.
- Provide intensive technical assistance to a cohort(S) of school leaders and their district leaders.

**Part C**

- Support districts in the balanced calendar cohort.
- Learn From early adopters by conducting surveys and focus groups with the balanced calendar cohort.
- Create a playbook for districts interested in adopting balanced calendars.
- Share the findings of the lessons learned and the playbook widely across the state.

● **Performance Measures: (that are quantifiable and time-bound)**

Contractor will submit to LDOE

**Part A**

- Documented legality of the guidance.
- Gather influential support confirming the legality and compliance of the best practices.

- Create a compelling message and documentation.
- Identify the top 3-5 most impactful uses of IDEA Funds for implementing the best practices.
- Document the permissibility of these expenditures with IDEA funds.
- Create clear guidance and ‘how to’ document approving, with appropriate limitations and conditions, the desired uses of IDEA funds.
- Gather feedback from the field.
- Finalize and share allowable use of funds guidance.
- Identify and write brief summaries of promising best practice implementation from schools, districts, and charter networks across the state.
- NSK12 will present either virtually or in person up to 25 times during the duration of this contract. These will be interactive sessions allowing ample time for Q + A.
- Gather feedback from the field, LDOE staff and others to determine what additional supports will be needed going forward and how best to provide them.

Part B

- Conduct a review of the current state of implementing staffing and scheduling best practices by implementing interviews and focus groups.
- New Solutions K12 will provide up to 25 professional development sessions. Many will be presented virtually.
- Provide four asynchronous modules on staffing and scheduling best practices.
- Provide each school leader and their leadership team up to 2 coaching calls.

Part C

- Provide 3 virtual technical support sessions to schools and districts working to implement balanced calendars.
- Conduct interviews and focus groups with school leaders, district leaders and school board members.
- Create a report on Balanced calendar interview and focus group findings.
- Create a short, easily to read playbook to help guide schools and districts on the journey towards effective balanced calendars.
- Share both the lessons learned and the playbook with districts, district leaders and school leaders across the state through three topic specific webinars.

- **Monitoring Plan:** (for adherence to contract requirements and completion of work)
  - Education Program Consultant will review submitted materials and will communicate during the contract period to assure the deliverables are completed as planned.

*(Contracts which do not include each of these requirements will be returned to the respective Office without action.)*

**Payment Terms**

*In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$ 1,039,500. Payment includes any and all expenses incurred by contractor. Payment will be made only on approval of Deputy Superintendent) The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.*

*Contracts ending May 31,2023 must submit final invoices no later than June 5.*

*Contracts with services completed by June 30 must submit invoices no later than July 5. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.*

*If progress or completion is obtained to the reasonable satisfaction of the agency, payments are estimated to be scheduled as follows:*

<b>Part A</b>		
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Develop messaging re regulations	\$128,310	Billed monthly based on % completed
Develop messaging re funding uses	\$114,563	Billed monthly based on % completed
Identify best practices in state	\$89,817	Billed monthly based on % completed
Provide professional development	\$79,736	Billed monthly based on % completed
Assess additional needs	\$45,825	Billed on delivery of deliverable
<b>Subtotal</b>	<b>\$458,250</b>	
<b>Part B</b>		
Assess current state of implementation	\$84,375	Billed monthly based on % completed
Provide professional development	\$135,000	Billed monthly based on % completed
Technical assistance to scheduling and staffing cohorts	\$118,125	Billed monthly based on % completed
<b>Subtotal</b>	<b>\$337,500</b>	
<b>Part C</b>		
Support balanced calendar cohort	\$48,750	Billed monthly based on % completed
Learn from early adopters	\$60,938	Billed monthly based on % completed
Create playbook	\$85,313	Billed on delivery of deliverable
Share findings	\$48,750	Billed monthly based on % completed
<b>Subtotal</b>	<b>\$243,750</b>	
<b>Total</b>	<b>\$1,039,500</b>	

### **Term of Contract**

*This Contract shall begin on November 1, 2022 and shall terminate on June 30, 2023. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party. Said amendment should be returned to State with appropriate information and signatures not less than sixty-five (65) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval. State cannot assure processing of Amendments submitted after this timeframe.*

*Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than three (3) years.*

### **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number \_\_\_\_\_ and Louisiana Department of Revenue (LDR) number \_\_\_\_\_

*Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.*

### **Reporting Income to State-Funded Retirement Systems**

*If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose truthfully and accurately will be grounds for placing*

*the Contractor in default. If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.*

### **Termination for Cause**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

### **Termination for Convenience**

State 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 a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

### **Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

### **Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including, but not limited, to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

### **Record Ownership**

All records, reports, documents, *products* and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, *products* 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 State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

*Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and Contractor hereby transfers and assigns to the State any and all intellectual property rights, included but not limited, to copyright to any records, reports, documents, products or other material created or developed by Contractor in connection with the performance of this contract. No records, reports, document, products or other materials created or developed under this contract can be distributed for free or for profit without the explicit written approval of the State Superintendent of Education.*

*If the contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board of Elementary and Secondary Education (SBESE) may approve a Contractor's request to retain equipment purchased with 8(g) funds based on the Contractor's assurance that the equipment will be used for educational enhancement.*



### **Commissioner's Statements**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

### **Contractor's Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

### **Confidentiality**

*This contract is entered into by Contractor and the Department in accordance with the provisions of La. R.S. 17:3914, the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to La. R.S. 17:3914, FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to La. R.S. 17:3914, FERPA and/or IDEA to the Department at the conclusion of this contract.*

*Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.*

*Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.*

### **Amendments**

*Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.*

### **Cybersecurity Training**

*In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.*

*For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.*

### **Code Of Ethics**

*The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any*

*time during the term of this Contract.*

**Collections Fees**

*If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.*

**Assignability**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

**Right to Audit and Record Retention**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

**Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the 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 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 are not appropriated.

**Non-Discrimination**

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.

Contractor 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, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

**Eligibility Status**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**Contract Approval**

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

THUS DONE, SIGNED AND EXECUTED by the parties on the dates next to their respective signatures below.

**Two Witnesses' Signatures (required)**

Leslie Levenson

Sarah Levenson

**Contractor's Signature**

By: Nathan Levenson 8/26/2022  
Date

Printed Name: Nathan Levenson

Title: President

Telephone: (978) 500-3946

**State Agency Signatures**

DocuSigned by:  
Jenna Chiasson 8/26/2022  
Superintendent Date

DocuSigned by:  
Dr. Cade Brunley 10/12/2022  
Superintendent of Education Date <sup>DS</sup> CB

**\*(Contracts exceeding \$50,000 require the following additional signatures)**

DocuSigned by:  
James Garvey 10/13/2022 <sup>DS</sup> BB7  
President, State Board of  
Elementary and Secondary Education  
Superintendent of  
Elementary and Secondary Education Date  
October, 2022 BESE

Purchase Order #: \_\_\_\_\_

**LOUISIANA STATE DEPARTMENT OF EDUCATION  
PROFESSIONAL SERVICES BILLING FORM**

Approved Contract Total \_\_\_\_\_ Contract Dates \_\_\_\_\_

Services Performed \_\_\_\_\_

**COST ITEMIZATION**

Unique Invoice Number \_\_\_\_\_

Final Bill YES NO  
(Please Circle.)

Dates of Services Billed \_\_\_\_\_

If final bill, Program Manager should submit [Performance Evaluation](#) (open with Adobe, select type of transaction to populate form) with billing form Amount Requested AND provide a copy of the P.E. to contracting admin.

\*Travel Requested \_\_\_\_\_

\*Attach the Travel Expense Account Form and Receipts.

Total Amount Requested \_\_\_\_\_

I, the Undersigned, hereby certify that the above services have been performed; that all documents have been prepared as specified; that this claim is a true and correct claim for necessary expenses incurred by me; and that no payment has been received by me for the billed period.

Contractor's Name (Typed or Printed) \_\_\_\_\_

Tax I.D. or LaGov Vendor Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Office Use Only**

I confirm that the above named consultant has satisfactorily fulfilled the approved contract service provisions.

APPROVED: \_\_\_\_\_  
Program Approval/Contract Monitor (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Contract Payment Approver \_\_\_\_\_ Date \_\_\_\_\_

**\*\* FOR STATE USE ONLY \*\***

CFMS # \_\_\_\_\_ Acct. Period \_\_\_\_\_ Schedule Pay Date \_\_\_\_\_ Single CK \_\_\_\_\_

Agcy. \_\_\_\_\_ Org. \_\_\_\_\_ Object \_\_\_\_\_ Sub. Object \_\_\_\_\_ Rept. Cat. \_\_\_\_\_

Prepared by \_\_\_\_\_ Approved By \_\_\_\_\_

Check # \_\_\_\_\_ Check Date \_\_\_\_\_