



# LOUISIANA DEPARTMENT OF EDUCATION

June 19, 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:

*Jenna Chiasson*

53A10A507204452...

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

## PURCHASE ORDER

Number: 2000740519  
Version: 2  
Date Issued: 06/13/2023  
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:

DOE ACADEMIC CONTENT  
1201 N. 3RD ST, STE 5-264 ACADEMIC CONTENT  
BATON ROUGE, LA 70802

### 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: 1000275650

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: 86141500 SERVICE DESCRIPTION: Support best practice guidance  FY23  DELIVERY: N/A	N/A	N/A	N/A	459,279.27
2	Product Category: 86141500 SERVICE DESCRIPTION: Support best practice guidance  FY23  DELIVERY: N/A	N/A	N/A	N/A	240,688.95
4	Product Category: 86141500 SERVICE DESCRIPTION: Support best practice guidance  FY24  DELIVERY: N/A	N/A	N/A	N/A	204,446.78
5	Product Category: 86141500 SERVICE DESCRIPTION: Support best practice guidance DELIVERY: N/A	N/A	N/A	N/A	135,085.00

**Purchase Order:** 2000740519    **Version:** 2  
**Vendor:** 310251785 NEW SOLUTIONS K12

**Buyer:** CHELSEA GUILLORY

**Page 2 of 3**

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)

**Purchase Order:** 2000740519    **Version:** 2  
**Vendor:** 310251785 NEW SOLUTIONS K12

**Buyer:** CHELSEA GUILLORY

**Page 3 of 3**

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.

DocuSigned by:

*Jenna Chiasson*

53A10A507204452...

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

Agency Administrative Officer

Form H

LaGov P.O. #: 2000740519

Amendment #: 1

**Amendment to Agreement between State of Louisiana**

**Louisiana Department of Education**

Office of Teaching and Learning

AND

Contractor's Name New Solutions K12

Contractor's Address including zip code 29 Winthrop Road Brookline, MA 02445

Contractor's Telephone Number (978) 500-3946

Contractor's Federal Identification No. or Social Security No. [REDACTED]

Vendor #: 310251785

**Amendment Provisions**

This amendment is effective as of May 1, 2023.

Amount of amendment: \$0

Total amount of contract: \$1,039,500

Change Agreement from: *(Reference applicable paragraphs to be changed.)*

**Payment Terms**

<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>	

## Form H

LaGov P.O. #: 2000740519  
 Amendment #: 1

ADD OR CHANGE TO: *(If increase, indicate reason.)*

**Payment Terms**

<b>Part B</b>		
Assess current state of implementation	\$49,500	Billed monthly based on % completed
Develop online course	\$110,000	Billed monthly based on % completed
Develop tools to assist districts, schools and networks in implementing aligned to online course	\$98,000	Billed monthly based on % completed
Provide coaching calls and ondemand support to districts, schools and networks for scheduling best practices	\$40,000	Billed monthly based on % completed
Provide coaching calls and ondemand support to districts for staffing best practices	\$40,000	Billed monthly based on % completed
<b>Subtotal</b>	<b>\$337,500</b>	

Form H

LaGov P.O. #: 2000740519  
Amendment #: 1

Change Agreement from: *(Reference applicable paragraphs to be changed.)*

**Term of Contract**

*This Contract shall begin on November 1, 2022 and shall terminate on June 30, 2023.*

Repeat Change from and Change to language if you are changing multiple paragraphs. (or delete this paragraph if not needed.)

ADD OR CHANGE TO: *(If increase, indicate reason.)*

**Term of Contract**

*This Contract shall begin on November 1, 2022 and shall terminate on June 30, 2024.*

**Justification**

The amendment to extend the dates of the contract are needed due to a later than expected start date and receipt of the final contract package; therefore, work on this contract did not begin until after November 1, 2022. The extended term of the contract will allow for successful completion of the contract deliverables.

Form H

LaGov P.O. #: 2000740519  
Amendment #: 1

THUS DONE AND SIGNED and IN WITNESS WHEREOF, the parties have executed this Agreement.

**State Agency Signatures**

DocuSigned by:  
Jenna Chiasson 3/9/2023  
53A10A507204452...  
\_\_\_\_\_  
State Superintendent Date

**TWO WITNESSES' SIGNATURES  
(REQUIRED)**

Meghan Mafee  
\_\_\_\_\_  
David James  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S SIGNATURE**

By: Nathan Levenson 3/6/2023  
\_\_\_\_\_  
Date  
Printed name: Nathan Levenson  
\_\_\_\_\_  
Title: President  
\_\_\_\_\_  
Telephone: (978) 500-3946  
\_\_\_\_\_

\_\_\_\_\_  
State Superintendent of Education

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

\_\_\_\_\_  
\* President, State Board of  
Elementary and Secondary Education