

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION**

**CONTRACT**

**BE IT KNOWN**, the Department of Education, Office of State Activities, Division of Operations, of the State of Louisiana (hereinafter sometimes referred to as State) and Invicta Consulting, LLC 2944 Twelve Oaks Ave. Baton Rouge, LA 70820 (hereinafter sometimes referred to as Contractor) do hereby enter into a contract with funds which can include funds provided by the program entitled American Rescue Plan – Elementary and Secondary Schools Emergency Relief Fund (ARP-ESSER), under the following terms and conditions. If a federal program, provide Catalog of Federal Domestic Assistance Number CFDA: 84.425U.

**Scope of Services**

Contractor hereby agrees to furnish the following services:

- **Specific goals and objectives:** Contractor will assist the Louisiana Department of Education review the Academic Recovery and Acceleration Plans (Plans) submitted by school districts. In these Plans, the districts' will demonstrate its investment in Louisiana comeback Commitments, will meet federal requirements and prepare for federal reporting, and will meet requirements of ACT 294. Plans must include how districts' will support students most impacted by the Covid pandemic and how the impact of lost instructional time will be addressed.
- **Deliverables:**  
Contractor will:
  1. Design, implement, and manage a comprehensive review process for plans submitted by approximately 194 LEAs.
  2. Identify, train, support, and manage a team of external reviewers (10) based on a set of criteria developed in collaboration with LDOE.
  3. Set up a review process and structure in collaboration with LDOE.
  4. Design a review process such that:
    - i. There is a primary reviewer for each LEA plan submitted.
    - ii. The primary reviewer is the LEA point of contact for revisions, questions, clarifications, etc.
    - iii. Each plan is reviewed by at least two reviewers
    - iv. Reviewers notes are consistent and understandable for LEAs to submit revisions
  5. Provide LDOE with a weekly update on:
    - i. The number of reviews completed, in progress, and not yet started
    - ii. Reviews resulting in an "approved" and "needs revisions" status
    - iii. General updates on any other pertinent information
  6. Complete an initial review of every application within 10 business days of submission.
  7. Coordinate with LDOE contact – timeline and method for sharing the Academic Recovery Plans submitted via eGMS
  8. Complete all reviews by December 31, 2021.
- **Performance Measures:** Performance Measures for this contract shall include the Contractor's timely and successful performance and completion of the services and deliverables outlined in the Scope of Work to be performed pursuant to and consistent with the goals and objectives of this contract and as outlined and approved in weekly Progress Reports; and including the timely completion of projects authorized by the LDOE pursuant to this contract

● **Monitoring Plan:**

- Education Program Consultant(s) (EPC) will review submitted materials and will communicate during the contract period to assure the deliverables are completed as planned. The performance of this contract will be measured by the EPC, authorized on behalf of LDOE, to evaluate the Contractor's performance against the criteria in the Scope of Work.
- LDOE will designate and may change from time to time the EPC. Any changes in the EPC shall not require an amendment to this contract. In the event of a change in the EPC, the parties will meet to confirm expectations of performance in line with the terms of this Contract.
- The EPC for this project, will provide liaison between the Contractor and the LDOE. The Contract Monitor will review all completed deliverables and services provided as well as routine communications and Progress Reports in assuring completion of each deliverable of the contract.

**Payment Terms**

*In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$120,000, unless otherwise specified. All payments include any and all expenses incurred by contractor. Payment will be made only on approval of the Federal Programs Director. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.*

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

Contract will be paid in two \$80,000 installments, invoiced according to the following schedule.

1. 10/31/21, contingent upon satisfactory completion of Deliverables 1, 2, 3, and 4.
2. 12/31/21, contingent upon satisfactory completion deliverable 5, 6, 7, and 8

**Prohibition of Discriminatory Boycotts of Israel:**

*In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any SubContractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.*

*The State reserves the right to terminate this contract if the Contractor, or any SubContractor, engages in a boycott of Israel during the term of the contract.*

**Term of Contract**

*This Contract shall begin on 9/13/2021 and shall terminate on 12/31/2021. 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 [redacted] and Louisiana Department of Revenue (LDR) number [redacted]

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LRDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

#### **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**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State 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 State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **Termination for Convenience**

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **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.

### **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.*

### **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.*

### **Nonassignability**

*No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. 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 State.*

### **Auditors**

*It is hereby agreed that the Louisiana Department of Education auditors, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other auditors representing state or federal government shall have the option of auditing all accounts of Contractor which relate to this contract. All copies of audits must be forwarded to the Louisiana Department of Education Internal Audit section.*

### **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.*

*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.*

**Discrimination Clause**

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**

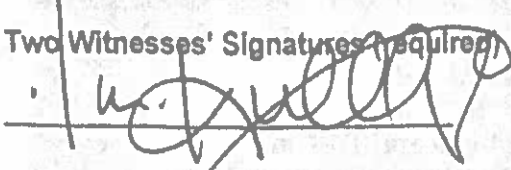
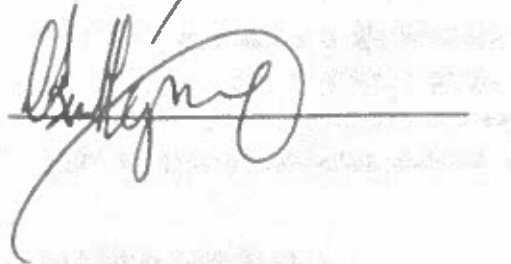
Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**Contract Approval**

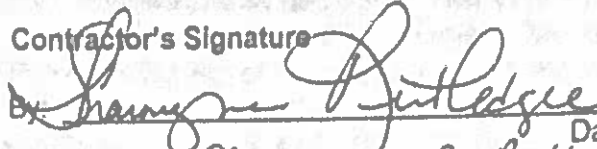
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THUS DONE, SIGNED AND EXECUTED by the parties on the dates next to their respective signatures below.

Two Witnesses' Signatures (required)

Contractor's Signature

 9/15/2021

Printed Name: Sharmayne R. Rutledge

Title: OWNER

Telephone: (825) 432-3126

S DocuSigned by:  
Dr. Quentina Timoll 9/17/2021  
BE8725EBEC3341E Date  
Chief of Staff

DocuSigned by:  
Dr. Cade Brumley 10/26/2021  
D6FC148E7E6F45 Education Date

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

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