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**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Catapult Learning, LLC (hereinafter "Contractor"), with its principal place of business at 2 Aquarium Drive, Suite 100, Camden, NJ 08103.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide professional learning sessions to teachers and administrators within the Archdiocese of Louisville. Contractor shall follow the grant stipulations for use of Title II, Part A funds that are allocated by the federal government to the private, non-public schools' students and managed by JCPS Fiscal Coordinator. "Catapult Learning Professional Development Services for Archdiocese of Louisville" is attached and incorporated herein by reference. At all times during the term of this contract, Contractor will be independent of the Archdiocese of Louisville and of any religious organization in the provision of the services.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>Not to exceed \$28,500.00</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of approved invoice for services provided</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>9872027-0322-401GP</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 20, 2023 and shall complete the Services no later than June 23, 2023, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of

any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days

before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

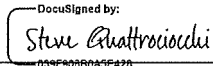
IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of May 24, 2023.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

Catapult Learning, LLC
CONTRACTOR

By: _____

By:  4/20/2023
DocuSigned by: 059F905B6A5E420...

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Steve Quattrociocchi
President

Cabinet Member: Dr. Terra Greenwell

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Consultant

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Jordan Aiken

Print name of person making Determination

Teaching and Learning Finance

School or Department

Signature of person making Determination

Date

Catapult Learning, LLC

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

Professional Development Services for Archdiocese of Louisville

Introduction

Archdiocese of Louisville can improve educators' effectiveness and increase student achievement by partnering with Catapult Learning to support continual professional development. Catapult Learning proposes the following professional development workshops. The service descriptions and pricing follow.

Workshops

Introduction to the Science of Reading (K-2 Teachers) 8:30-11:30 June 20, 2023

Introduction to the Science of Reading (K-2 Teachers) 12:30-3:30 June 20, 2023

A Capacity-Building Support System for Leaders and Teachers

Through professional development and coaching, instructional leaders and teachers will learn how to:

- Ensure that a common, schoolwide instructional model and culture of literacy are implemented with fidelity.
- Refine their ability to monitor and support the critical instructional elements necessary for outstanding student achievement.
- Implement curriculum in alignment with Academic Content Standards with an emphasis on the National Reading Panel's 5 Components of Reading + Writing.
- Structure reading lessons for whole-group and small, flexible groups to ensure that students are taught in a systematic and explicit manner with differentiated instruction and support.
- Use formative assessment data to inform daily instructional decision-making and the strategic delivery of intervention and support.

Phonological Awareness (K-2 Teachers) 8:30-11:30 June 21, 2023

In this session, teachers will understand the difference between phonological awareness and phonemic awareness and will unpack how explicit instruction in phonemic awareness provides equitable access to all learners in literacy. Teachers will use the Phonological Skill Sequence to understand where students need additional support with phonemes prior to formal phonics instruction. By unpacking universal screening data, participants will identify next steps for data-informed, systematic, and explicit phonological awareness instruction. Participants will:

- Define phonemic awareness and describe the phonological awareness skill sequence

Professional Development Services for Archdiocese of Louisville

- Analyze a phonemic awareness model lesson for evidence of research-based practices and Academic Learning Time

Apply the phonemic awareness skill sequence to plan explicit instruction in the Science of Reading and the Core Instructional Model

Phonics (K-2 Teachers) 12:30-3:30 June 21, 2023

Teachers who understand the relationship between Phonological Awareness and Phonics know that systematic and explicit instruction on the phonics developmental continuum ensures early readers acquire the skills they need to become a reader uninhibited by gaps in their phonics skills. Teachers will understand how explicit and systematic phonics instruction provide equitable access to all learners in literacy. Participants will:

- Describe the relationship between Phonological Awareness (PA) and Phonics and the importance of systematic phonics instruction
- Analyze the phonics continuum and integrate systematic routines and strategies into core instruction

Apply the phonics skills sequence to plan systematic and explicit instruction aligned to the Science of Reading and the Core Instructional Model

Strengthening Math Instruction: The Math Teaching Practices (K-2 Teachers) 8:30-11:30 June 22, 2023

Strengthening Math Instruction: The Math Teaching Practices (3-8 Teachers) 8:30-11:30 June 22, 2023

Strengthening Math Instruction: The Math Teaching Practices (K-2 Teachers) 12:30-3:30 June 22, 2023

Strengthening Math Instruction: The Math Teaching Practices (3-8 Teachers) 12:30-3:30 June 22, 2023

In 2014, NCTM (the National Council of Teaching Mathematics) articulated the essential practices of strong math instruction. This workshop provides educators a broad but valuable opportunity to reflect on these areas. Participants will:

- Distinguish eight teaching practices that describe what effective math teachers do
- Clarify them with examples and non-examples
- Analyze a classroom video using these practices as lenses
- Reflect on current math instructional strengths and set goals for growth

Professional Development Services for Archdiocese of Louisville

Supporting Productive Struggle in Learning Mathematics (K-2 Teachers) 8:30-11:30 June 23, 2023

Supporting Productive Struggle in Learning Mathematics (3-8 Teachers) 8:30-11:30 June 23, 2023

In this workshop we will explore the idea of productive struggle as we ourselves “productively struggle” with growing in our own roles as teachers and leaders of math learning:

- Define productive struggle and articulate reasons that it needs to happen on a regular basis
- Undergo a variety of short, fun non-math activities to acknowledge common teacher moves that often contradict the principles of productive struggle
- Develop a list of strategies teachers can use to support productive struggle
- Put those strategies into action with some grade-level examples
- Role-play to try out different kinds of supports that keep the struggle but also keep it productive

Digging into Key Math Topics: A Fresh Look at Number and Operations in Base 10 (K-2 Teachers) 12:30-3:30 June 23, 2023

Strong math instruction must be rooted in deep understanding of both the mathematics itself and pedagogy. Each of the workshops of this series focuses on a specific set of topics, giving participants the opportunity to:

- Attend to precision with key vocabulary and notation
- Connect and use multiple representations of the math
- Examine common problem types and compare multiple ways to solve these problems
- Scrutinize the standards associated with the topic
- Identify new teaching strategies—or refine existing techniques—to help students build deeper understanding and computational fluency

Facilitating Meaningful Math Discourse (3-8 Teachers) 12:30-3:30 June 23, 2023

This workshop, which will involve a meta-layer of teacher discourse, will explore mathematical discourse following the outline below:

- Experience ourselves a series of activities involving mathematical discourse that demonstrate a range of formats and purposes

Professional Development Services for Archdiocese of Louisville

- Articulate what constitutes “discourse” (vs. other kinds of engagement) and justify its importance for ourselves
- Collect together a list of key strategies and see how they apply to examples within the grades we teach
- Look at a series of reliable steps for orchestration rich discourse in the classroom around problem solving
- Discuss other facilitation techniques
- As time allows, consider a few quick ways to address vocabulary acquisition, which itself enriches discourse

Proposed Pricing

Proposed Pricing

Professional Development Services			
Quantity	Length (Hours)	Service Type	Delivery
6	Up to 6	Professional Development Workshops for up to 40 participants each	In Person
Total Price:		\$28,500.00	
Additional Professional Development events can be priced upon request. Pricing is based on our standard workshops. For customization, additional rates apply. The quoted prices will be honored for 120 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program parameters could result in a change in price. Pricing is an all-inclusive rate that includes the cost of the consultant, travel and any required materials, but excludes the cost for food and venue.			

Contact Information

For more information, please contact:
 Rodolfo Flores
 School Partnerships and I.S. Operations Coordinator
 Catapult Learning, LLC
 309.212.2730