

**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 150 rouse Blvd., Suite 210, Philadelphia, PA 19112.

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 the Archdiocese of Louisville with one full-time counselor for 40 hours per week for a total of 20 weeks. Services include, but are not limited to:

**1. Individual Counseling**

-Short-term, goal-focused sessions supporting students in overcoming academic, emotional, social, or behavioral barriers.

**2. Small-Group Counseling**

-Structured counseling groups of approximately 2-6 students addressing shared challenges such as anxiety, self-esteem, anger management, social skills, and coping strategies.

-Groups typically meet for 4-8 weeks and may repeat as needed.

### 3. Whole-Class Developmental Guidance

-Classroom-based lessons aligned to grade-level needs focusing on communication, decision-making, goal setting, responsible behavior, social-emotional learning, and career/academic development.

### 4. Crisis Intervention and Support

-Immediate, short-term assistance for students experiencing emotional or behavioral crises, including consultation with school administration as needed.

### 5. Consultation and Collaboration

-Ongoing collaboration with teachers, administrators, and families to identify student needs, address barriers to learning, support behavioral plans, and provide referral recommendations as appropriate.

### 6. Family Connections Program Services

-Workshops, training sessions, and consultation for families and staff designed to strengthen family-school partnerships, improve communication, and equip caregivers with strategies to support student learning and well-being.

-Professional development for school staff on enhancing family engagement and supporting student social-emotional development.

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:	\$48,304.00
Progress Payments (if not applicable, insert N/A):	Upon receipt of itemized invoices
Costs/Expenses (if not applicable insert N/A):	N/A

ARTICLE IV  
Term of Contract

Contractor shall begin performance of the Services on February 11, 2026 and shall complete the Services no later than June 30, 2026, 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 indemnify the Board and its members, agents, and employees from any and all third party claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation ("Losses"), including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to indemnify 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.

To the extent permitted by law the Board agrees to indemnify Contractor and its employees, officers, and directors from Losses incurred by reason of a third-party claim caused by the Board's negligence or willful misconduct in its performance of this Contract, except to the extent that such Losses are solely caused by negligence or willful misconduct of Contractor.

Notwithstanding the terms of any other provision and to the extent permitted by state law, the total liability of Contractor and its affiliates, directors, officers, employees and contractors for all claims of any kind arising out of this Contract, whether in contract, tort or otherwise, shall be limited to the lesser of the total fees paid to Contractor in the preceding 12 months or \$500,000. Provided however, the foregoing limitation will not apply to claims of personal injury, damage to personal property, and infringement of intellectual property. Neither Contractor nor the Board shall in any event be liable for any indirect, consequential, loss of profits or revenues, enhanced damages or punitive damages, even if Contractor or the Board has been advised of the possibility of such damages. The waiver of consequential damages and the limitation of liability set forth herein are fundamental elements of the basis of this Contract between

Contractor and the Board. Contractor would not be able to provide the services on an economic basis, and would not have entered into this Contract, without such waiver and limitation. It is expressly understood that and agreed that the foregoing provisions of this section survive any expiration or temporary termination of this Contract to the extent the circumstances creating a liability covered hereby arose prior to such expiration.

Unless waived in writing by the Chief Finance Officer, 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

#### 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 thirty (30) 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 except for the Contractor Materials (defined below) (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 except for the Contractor Materials. Contractor shall retain sole and exclusive ownership of all rights, title and interest in its proprietary information, processes, methodologies, know-ho and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the services (the "Contractor Materials,").

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 hereby appoints Elaine Abanatha as 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. As necessary, the Contract Administrator may appoint a successor to serve as Contract Administrator through written notice to the Contractor and the Chief Finance Officer. If at any time, the Contract Administrator is no longer in the employment of the Board, the Board's Chief Financial Officer shall appoint a new Contract Administrator and provide notice of that appointment to Contractor.

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 access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, 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 administrative findings of 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 on March 11, 2026, to be effective as of February 11, 2026.

Contractor's Social Security Number or Federal Tax ID Number: [REDACTED]

JEFFERSON COUNTY BOARD OF  
EDUCATION

Catapult Learning LLC  
CONTRACTOR

By: \_\_\_\_\_

By:   
Rob Klapper (Feb 26, 2026 17:57:05 PST)

Title: Dr. H. Brian Yearwood  
Superintendent

Title: Rob Klapper  
President of the School Solutions  
Division

Cabinet Member: Angela Hosch

\_\_\_\_\_  
(Initials)



## Proposal for Counseling Services to Archdiocese of Louisville

November 14, 2025

**Prepared by Catapult Learning:**

Warren Dillon  
Director of School Partnerships  
214-784-3557  
[warren.dillon@catapultlearning.com](mailto:warren.dillon@catapultlearning.com)



## Executive Summary

Catapult Learning is honored to partner with the Archdiocese of Louisville to provide comprehensive Counseling and Family Engagement services. Our proposed program delivers research-based, student-centered support designed to strengthen well-being, improve school climate, and foster meaningful collaboration among students, families, and educators.

Catapult Learning's Counseling Program provides flexible services that include individual, small-group, and classroom-based sessions aligned to each school's mission and student needs. Counselors collaborate closely with teachers and administrators to identify and address barriers to learning, provide crisis support when needed, and equip students with essential life and coping skills that extend beyond the classroom.

Through our Family Connections program, we further strengthen the partnership between home and school. This initiative offers families and educators the knowledge, tools, and resources needed to meet students' unique learning and developmental needs. By empowering families to become active partners in the educational process, we help create a shared foundation for student achievement and long-term success.

With nearly five decades of experience serving faith-based and private school communities nationwide, Catapult Learning is uniquely positioned to deliver high-quality, compassionate support that aligns with the Archdiocese's mission of nurturing the whole child – academically, emotionally, and spiritually. We look forward to building a lasting partnership dedicated to the success and well-being of every student.



## Proposed Pricing

We include our proposed pricing below.

### Counseling Services – Full-Time Counselor

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<b>Number of Counselors:</b>	1
<b>Hours Per Week Per Counselor:</b>	40
<b>Number of Weeks:</b>	20
<b>Total Program Cost:</b>	\$48,304.00

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- *The quoted prices will be honored for 90 days from the date of this proposal (November 14, 2025).*
  - *All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program – to include number of Students, Group Size, Groups, and Hours per Student – may result in a change in price.*
  - *The quoted prices and services included in the proposal are subject to the execution of a mutually agreeable contract, inclusive of billing terms.*
  - *Standard payment terms are Net 30.*



## Appendix – Service Overview

### Counseling Programs

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Catapult Learning’s counseling program is tailored to each school’s mission and student needs, providing support that promotes academic, emotional, behavioral, and social growth. Services are flexible and include individual, small-group, and whole-class counseling, available during the school day or as part of a summer program. Counselors collaborate with teachers and families, offer crisis support, and make referrals as needed. We offer individual counseling, small-group counseling, and whole class developmental guidance.

Individual Counseling helps students overcome barriers to learning through short-term, goal-focused sessions. Small-Group Counseling supports 2–6 students facing similar challenges, such as anxiety, self-esteem, or anger. Groups meet for 4–8 weeks and may be repeated as needed. Whole-Class Guidance provides grade-level lessons that focus on academic, personal, social, and career development skills, aligned to the school’s goals. Topics include decision making, communication, goal setting, and responsible behavior.

### Family Connections Program

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At Catapult Learning, we recognize that student success is strongest when schools and families work together. Our Family Connections program builds this essential partnership by providing families and educators with the tools, knowledge, and support needed to meet each child’s unique learning needs. Through customized workshops, professional development, and coordinated consultation services, Family Connections empowers families to engage confidently in their child’s education while equipping school staff with strategies to strengthen collaboration and communication. By connecting home and school, we create a shared commitment to academic growth, improved outcomes, and lasting student success.

Jefferson County Public Schools

NON-COMPETITIVE DETERMINATION EXPLANATION

Describe how you determined that competitive vendor selection is not feasible?

Documentation requirement for all noncompetitive D&F transactions, including contracts and purchases of products at any dollar amount: Requisitioner must document how they determined that the vendor qualified for noncompetitive purchasing. This explanation may include documenting the efforts to find other vendors who provide a similar service/product and/or a list of services/products reviewed and the specific attribute that made the selected service/product distinctly different. This documentation must be attached to contracts during the routing process and attached to the requisition for purchases of all services/products using noncompetitive purchasing.

Requirement for all purchases of \$50,000 or more: Requisitioner must include evidence of cost center approval. This may be accomplished by attaching the Requisition to Purchase form to the Munis requisition or by attaching an approval email from the cost center head. Document negotiation efforts to receive the best price for the service/products being procured.

What specific criteria/criterion is/are necessary for this product or service?

Educational Specialist

What steps did you take (i.e. research) to determine this was the only vendor available?

Bid Vendor