

**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 supplemental counseling services to eligible students attending participating St. James School under the Archdioceses of Louisville. Services shall be designed to support students' academic success, emotional well-being, positive behavior, and social development through evidence-based counseling interventions.

Services provided under this Agreement may include, but are not limited to:

1. Individual Counseling – Short-term, goal-oriented counseling sessions designed to address barriers to learning, attendance, behavior, and school engagement while supporting students' personal and academic growth.

2. Small-Group Counseling – Counseling services provided to small groups of students with similar needs or concerns, including but not limited to anxiety management, self-esteem, social skills, conflict resolution, emotional regulation, and anger management.

3. Whole-Class Developmental Guidance – Classroom-based guidance lessons that promote academic, personal, social, and career readiness skills through age-appropriate instruction aligned to participating schools' educational goals.

4. Consultation and Collaboration – Consultation with school administrators, teachers, and families, as appropriate, to support student success and coordinate services.

5. Crisis Response and Referrals – Crisis intervention support, when appropriate, and referrals to additional community or school-based resources as needed.

Services may be provided during the regular school day or as part of approved summer programming, as determined by JCPS in consultation with participating non-public schools and in accordance with federal equitable services requirements.

The Contractor shall provide one (1) qualified counselor to deliver services for up to forty (40) hours per week over a period of thirty-six (36) weeks. The counseling program is anticipated to serve approximately one hundred (100) eligible students during the term of this Agreement. Actual service schedules and student assignments shall be determined by JCPS based upon identified student needs and participating school consultation.

The Contractor shall furnish all personnel necessary to perform the services described herein and shall ensure that all personnel meet applicable federal, state, and local certification, background screening, and qualification requirements. The Contractor shall maintain documentation of services provided and submit reports and invoices in the manner and frequency required by JCPS.

All services provided under this Agreement shall be secular, neutral, and non-ideological and shall comply with all applicable federal statutes and regulations governing equitable services for eligible private school students, including the Elementary and Secondary Education Act (ESEA), as amended.

Notwithstanding Article XII, the Board acknowledges that the Contractor owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books ('materials') used in conjunction with the services performed under this contract. Contractor shall retain all copyrights owned prior to entering this contract, and the Board may not reproduce any materials not designated reproducible with the express written permission of the contractor. The Board shall not record (on audio or video) the consultant's presentation during a visit. In the event the Board determines that it is impractical or impossible for in-person services to occur, the Contractor may provide these services remotely using video conferencing technology as necessary.

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:	Not to exceed \$102,062.00
Progress Payments (if not applicable, insert N/A):	Upon receipt of itemized invoices
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	9872027-0322-552MP - \$102,062.00

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 23, 2026, and shall complete the Services no later than June 30, 2027, 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.

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 revenue, 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 and agreed that the foregoing provisions of this section survive any expiration or 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-how 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.

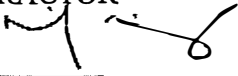
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on October 14, 2026, to be effective as of September 23, 2026.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Catapult Learning, LLC
CONTRACTOR

By: _____

By:  _____

Title: Dr. H. Brian Yearwood
Superintendent

Title: Michal Kisilevitz
President of the School Solutions
Division

Cabinet Member: Dr. N Balasubramanian

(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: Counseling

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.

Elaine Abanatha

Print name of person making Determination

Federal Programs

School or Department

Elaine Abanatha
Signature of person making Determination

July 20, 2026
Date

Catapult

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



Proposal for Counseling for Archdiocese of Louisville/ Louisville Public Schools

June 29, 2026

Prepared by Catapult Learning:

Randi Knight

Vice President, Programs

346-208-3116

randi.knight@catapultlearning.com





Executive Summary

The Archdiocese of Louisville seeks to provide students with supplemental counseling services that support academic success, emotional well-being, positive behavior, and social development. The proposed counseling program from Catapult Learning offers a structured framework for addressing student needs through direct counseling services, program implementation, and ongoing program management.

Proposed Solution

The program is designed to align with each school's mission and student population, providing flexible support through individual counseling, small-group counseling, and whole-class developmental guidance. Services may be delivered during the regular school day or as part of summer programming, allowing schools within the Archdiocese of Louisville to determine the most appropriate model for their students and schedules.

Evidence of Effectiveness

Individual counseling provides short-term, goal-oriented support for students experiencing barriers that may affect learning, behavior, attendance, or overall school engagement. Through focused sessions, counselors work with students to identify challenges, develop strategies, and build skills that support personal and academic growth.

Small-group counseling serves students with shared needs or concerns, typically in groups of two to six participants. Topics may include anxiety management, self-esteem development, social skills, conflict resolution, emotional regulation, or anger management. Groups generally meet over a four- to eight-week period, with opportunities for additional sessions based on student needs and school priorities.

Whole-class developmental guidance provides age-appropriate instruction that promotes academic, personal, social, and career readiness skills. Lessons are aligned with school goals and may address topics such as decision-making, communication, goal setting, responsible behavior, relationship building, and self-management. This proactive approach allows counselors to reach larger groups of students while reinforcing skills that contribute to a positive school climate.

In addition to direct student services, counselors collaborate with teachers, administrators, and families to support student success. Services include consultation, crisis response support, and referrals to additional resources when appropriate. Through this comprehensive model, the Archdiocese of Louisville would receive supplemental counseling services designed to strengthen student well-being, address barriers to learning, and support healthy academic, behavioral, and social development across participating schools.



Timeline and Next Steps

We look forward to partnering with the Louisville Public Schools and the Archdiocese of Louisville to provide students with meaningful learning opportunities that strengthen literacy skills, improve academic performance, and foster greater confidence in the classroom and beyond.



Proposed Pricing

Supplemental services are a great option for school districts looking to provide students with additional learning opportunities beyond their core instruction. By choosing Catapult Learning for these services, you will receive implementation of services, direct services to students, and program management.

We include our proposed pricing below.

<<Type of Services>> Services	
Number of Students:	100
Number of Counselors:	1
Hours per Week per Counselor:	40
Number of Weeks:	36
Cost of Service:	\$102,062
The quoted prices will be honored for 90 days from the date of this proposal (June 29, 2026). 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

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.