

**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 Title I reading and mathematics intervention services for eligible students attending participating Archdiocese of Louisville schools in accordance with all applicable federal, state, and local laws, regulations, and guidance governing the Title I, Part A Equitable Services Program.

Services shall include, but are not limited to:

1. Program planning, implementation, and management of supplemental intervention services for up to twelve (12) participating schools.

2. Recruitment, hiring, onboarding, supervision, and management of qualified instructional personnel, including certified teachers, paraeducators, and program supervisory staff.
3. Delivery of research-based, small-group reading and mathematics intervention utilizing Catapult Learning's standards-aligned Achieve curriculum and instructional model.
4. Student enrollment, scheduling, coordination with participating schools and Jefferson County Public Schools, and day-to-day program oversight.
5. Administration of pre-, mid-, and post-assessments, ongoing formative assessments, progress monitoring, and data analysis to inform instruction.
6. Regular communication and collaboration with Jefferson County Public Schools and participating school personnel regarding student progress and program implementation.
7. Parent involvement activities, including workshops and instructional materials, as outlined in the proposal.
8. Provision of curriculum materials, instructional resources, assessments, technology, equipment, data management systems, and general instructional supplies necessary to implement the program.
9. Ongoing instructional coaching, quality assurance, staff supervision, professional development, and continuous program evaluation.
10. Preparation and submission of progress reports and other documentation reasonably requested by Jefferson County Public Schools demonstrating student participation, academic progress, and program implementation.

Deliverables

Contractor shall provide the following deliverables during the term of this Contract:

- Supplemental reading and mathematics intervention services for eligible Title I students identified by Jefferson County Public Schools.
- Qualified instructional personnel necessary to implement the program.
- Student assessment results and progress monitoring data.
- Periodic progress reports for Jefferson County Public Schools and participating schools.
- Parent involvement workshops and related materials.
- Program management, implementation oversight, and quality assurance services.
- Final program summary and documentation of services provided at the conclusion of the contract period.

The Catapult Learning Proposal for Title I Intervention Tutoring Services for the Archdiocese of Louisville School FY26/Jefferson County Public Schools, dated June 30, 2026, is attached hereto and

incorporated herein by reference, except that in the event of any conflict between the proposal and this Contract, the terms and conditions of this Contract shall control. The services shall be performed in accordance with the proposal, as approved by Jefferson County Public Schools.

The services provided under this contract shall be secular, neutral, and non-ideological and will be administered in compliance with all federal program requirements.

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:	Up to the amount of \$615,575.00
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:	9872027-0322-310N

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 14, 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.

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 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 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.

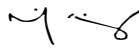
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on October 14, 2026 to be effective as of September 23, 2026.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

Catapult Learning
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: Educational Specialist

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

7/31/26

Date

Rob Klapper, Catapult Learning President of the School Solutions Division

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 Title I Intervention Tutoring Services for the Archdiocese of Louisville School FY26/Jefferson County Public Schools

June 30, 2026

Prepared by Catapult Learning:

Randi Knight
Vice President, Programs
346-208-3116
randi.knight@catapultlearning.com





Executive Summary

Catapult Learning proposes to provide supplemental reading and mathematics intervention services that support Jefferson County Public Schools' instructional priorities by delivering targeted academic assistance beyond core classroom instruction. Services include program planning and implementation, staffing, direct student instruction, progress monitoring, and ongoing program management.

We assume responsibility for program implementation, including recruitment and hiring of qualified instructional staff, onboarding, scheduling, student enrollment, coordination with district and school personnel, and day-to-day program oversight. Recruitment of local instructional staff begins in advance of contract execution to facilitate timely implementation upon award.

Proposed Solution

Instruction is delivered by certified educators using a research-based small-group instructional model designed to provide targeted intervention based on identified student needs. The instructional framework incorporates explicit instruction, teacher modeling, guided practice, differentiated support, and ongoing formative assessment within a structured lesson design. Small group instruction provides opportunities for individualized feedback, increased student engagement, and instructional adjustments based on student performance.

Evidence of Effectiveness

Instruction is supported through Catapult Learning's proprietary Achieve curriculum, which is aligned to applicable state academic standards and designed to address identified skill gaps in reading and mathematics across grades K–12.

Student progress is monitored through third-party pre-, mid-, and post-assessments in reading and/or mathematics to establish baseline performance, measure growth, and inform instructional planning. Assessment data are supplemented by ongoing formative measures, teacher observation, and regular collaboration with school personnel to ensure instruction remains responsive to student needs. Progress reports are provided to district and school staff and may also be shared with families in accordance with district requirements.

Catapult Learning provides comprehensive program management throughout the contract period, including implementation oversight, instructional support, staff supervision, quality assurance, and routine communication with district and school leadership. This integrated service model is designed to provide Jefferson County Public Schools with a structured, standards-aligned supplemental intervention program that supports implementation fidelity, data-informed instruction, and continuous monitoring of student progress.



Academic Year 2026-27 Title I Services Budget

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.

Instructional Costs	
School year and summer program providing (19) highly qualified teachers, (1) paraeducator, program supervisor, salary and benefits; program materials and assessment; training materials. Staffing estimates based on prior experience and consultation with the district. • Number of Schools: Up to 12 Schools • Number of Students: Up to 500 total students in reading and/or math • Group size: Average of 5 students per group • Number of Groups: Up to 100 groups • Session Length: Up to 45 minutes per session • Session Frequency: Up to three sessions per week	\$547,612.50
Parent Involvement	
Parent Involvement workshops and materials	\$6,405
Administrative Costs	
Administrative costs include quality assurance, which includes personnel management, teacher training for Catapult Learning staff, ongoing supervision and support, salaries and fringe benefits of program supervisory personnel and support staff, regular performance reviews, annual review of administrative functioning, and continuous educational program evaluation and improvement.	\$61,557.50
Total for Title I for 2026:	\$108,857
Total for Title I for 2027:	\$506,718*
<i>*Catapult Learning's program fees include program set-up, student instruction and assessment, program management, program evaluation, quality controls, and progress reporting. Catapult Learning will also provide use of curriculum materials (texts, consumable materials, and manipulatives as appropriate), equipment, data systems, and general supplies.</i> <i>The quoted prices will be honored for 90 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. Services may be adjusted based on the actual amount of funding received from the USDOE via the KDOE and the number of eligible students.</i>	



Appendix – Service Overview

Supplemental services from Catapult Learning offer school districts a fast, effective way to provide students with additional learning opportunities beyond core instruction. With strong national and local leadership, we begin recruiting qualified local tutors even before contracts are finalized, ensuring a quick program launch. Our comprehensive, research-based services are delivered by certified educators and include full implementation support - planning, staffing, enrollment, and coordination - paired with high-impact, small-group instruction using proprietary, standards-aligned curricula tailored to student needs. Our programs feature real-time progress tracking through an intuitive management platform, robust instructor training, and ongoing support to ensure instructional quality and strong outcomes.

Small Group Instructional Model

Our Small Group Instructional Model is designed to work with small groups of students using activities that align to instructional objectives and can be differentiated to individual students' needs within the group. The model sets clear and consistent expectations for student behavior and participation. It includes guided peer and teacher interactive techniques to enhance student interest and attitudes toward learning, and to promote active learner engagement. The low student-to-teacher ratio allows teachers to support and interact with each student and provide immediate feedback based on each student's performance on independent activities.

The model emphasizes process as well as product, addressing specific skills within a carefully crafted lesson framework. It combines a diagnostic prescriptive approach with a coherent set of research-based, best practices. Lessons are designed and delivered in a gradual release of responsibility model to ensure students spend significant instructional time in what researchers refer to as Academic Learning Time (ALT). The instructional model emphasizes teacher "think-alouds" in every lesson to make the skill and thought process visible. Teachers deliver systematic, explicit instruction with scaffolding to ensure that all students succeed. This model uses our proprietary *Achieve* curricula.

Proposed Curriculum

AchieveLiteracy K-5

Our AchieveLiteracy program is aligned to local, state, and national standards and supports students in grades K–5 with small-group, research-based reading instruction. The K–2 Science of Reading component introduces foundational skills such as phonological awareness, phonics, sight word recognition, and decoding. Across all grade levels, the program builds essential reading, writing, speaking, and listening skills and provides explicit instruction in strategies to support the transition to more complex texts.

AchieveLiteracy Middle School

AchieveLiteracy Middle School is aligned to local, state, and national standards and uses a research-based, small-group approach to build students' reading skills. Key features include diagnostic instruction



based on student needs, explicit comprehension instruction, close reading, text-based writing practice, and fluency development.

AchieveReading High School

AchieveReading High School provides intensive support for students struggling with grade-level texts across content areas. Using a program-specific anthology of literary and informational texts, each lesson targets a specific reading comprehension sub-skill. Instruction follows a Directed Reading Thinking Activity (DRTA) model, with explicit modeling, guided practice, and textual analysis. Each reading lesson is paired with a writing task focused on expository, argumentative, or narrative writing, with rubrics and sample responses to support feedback and evaluation.

AchieveMath K-8

AchieveMath K-8 uses a research-based, instructional approach to accelerate students' math skills and conceptual understanding. Lessons center on explicit instruction grounded in real-life experiences, problem-solving, multiple representations, and fluency reinforcement. This program includes a diagnostic and prescriptive process aligned to state standards, small-group explicit skills instruction, and a targeted focus on priority math skills with frequent modeling of the habits of mind from the Standards for Mathematical Practice.

AchieveMath High School Programs

Our AchieveMath High School programs provide focused, research-based math intervention for students in grades 9–12 who need extra support in foundational and high school-level math. Lessons offer explicit, systematic instruction in essential skills from numeration through algebra and geometry, helping students build confidence and meet course and exam requirements.

The Readiness program helps struggling students master key middle school content, build Algebra I readiness, and supports teachers with accessible intervention materials. The Success program supports students currently enrolled in high school-level math, preparing them for success in algebra and geometry through in-class or tutoring support. Both programs include scaffolded lessons, daily assessments, and teacher tools for progress monitoring—ensuring students develop the math fluency needed for academic and career success.

Student Assessments

Catapult Learning's assessment system is designed to minimize testing time while providing reliable, actionable data to guide instruction. Students take third-party pre-, mid-, and post-assessments in reading and/or math, generating diagnostic reports that highlight strengths and areas for growth. Teachers use this data – along with input from classroom staff – to plan and adjust instruction using our proprietary curriculum. Progress is monitored through daily observation, informal checks, and ongoing collaboration with school personnel. Regular progress reports are shared with teachers, principals, and families to ensure transparency and support student growth.