

**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 A, 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 to eligible students in grades K-6 enrolled at Louisville Adventist Academy during the 2026-2027 school year. Services shall provide targeted academic support designed to strengthen foundational literacy and numeracy skills, address identified skill gaps, and support students in progressing toward grade-level academic expectations.

Contractor shall provide evidence-based, small-group instruction using AchieveLiteracy and AchieveMath curricula. Services are anticipated to serve approximately thirty (30) students in five (5)

Contractor shall provide evidence-based, small-group instruction using AchieveLiteracy and AchieveMath curricula. Services are anticipated to serve approximately thirty (30) students in five (5) groups of up to six (6) students, with each group receiving approximately three (3) hours of intervention services per week for thirty-six (36) weeks.

Reading intervention shall provide research-based instruction addressing identified student literacy needs, including foundational reading skills, comprehension, fluency, writing, speaking, and listening, as appropriate to students' grade levels and assessed needs. Mathematics intervention shall provide explicit, research-based instruction targeting identified mathematics skills and conceptual understanding through modeling, problem-solving, multiple representations, and fluency development.

Contractor shall utilize assessment and progress-monitoring data to identify student strengths and areas for growth and to plan and adjust instruction. Students shall participate in pre-, mid-, and post-assessments in reading and/or mathematics using Renaissance STAR 360, as applicable. Student progress shall also be monitored through daily observations, informal checks, and collaboration with school personnel. Progress reports shall be provided to appropriate teachers, school leadership, and families.

Deliverables shall include implementation and management of the intervention program; direct small-group reading and mathematics intervention services; appropriately qualified instructional staff; student assessments and progress monitoring; use of the proposed instructional curricula; and regular reporting of student progress.

All services, instruction, assessments, activities, curricula, materials, and resources provided under this Contract and supported with federal Title I funds shall be secular, neutral, and non-ideological.

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 \$51,300.0
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:	NK12027-0322-310MN;NK12027-0322-310NN

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.~~

~~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.~~

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 b 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, JCPS 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 (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 JCPS. This Article XII shall survive the termination of this Contract. 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.

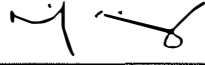
IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of October 14, 2026.

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 Kislevitz
President of the School Solution

Oct 1, 2026

Cabinet Member: Dr. 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

August 9, 2026

Date

Michal Kislevitz, President of the School Solution

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

Catapult Learning



Proposal for Intervention Services to Louisville Adventist Academy

August 7, 2026

Prepared by Catapult Learning:

Warren Dillon
Senior Director of Partnerships
214.784.3557
warren.dillon@catapultlearning.com





Executive Summary

Understanding Louisville Adventist Academy's Goals

Louisville Adventist Academy is committed to ensuring every student develops the foundational reading and mathematics skills needed for long-term academic success. As schools continue working to address diverse learning needs and accelerate student achievement, targeted intervention remains essential for helping students build confidence, close skill gaps, and achieve grade-level expectations. Louisville Adventist Academy is seeking more than a service provider—it is seeking a trusted partner dedicated to supporting its mission and helping every student reach their full potential. Catapult Learning is that partner.

Our Proposed Solution

For the 2026–2027 school year, Catapult Learning proposes providing Title I reading and mathematics intervention services for students in grades K–6. Through evidence-based instruction, targeted academic support, and ongoing collaboration with school leadership and educators, our team will deliver personalized interventions designed to strengthen foundational literacy and numeracy skills while complementing the school's instructional goals.

Why Catapult Learning?

Since 1976, Catapult Learning has partnered with schools and districts nationwide to deliver high-quality instructional services that produce measurable student growth. As the nation's largest and most experienced provider of contracted educational services, Catapult Learning delivers more than 50,000 instructional sessions each week across more than 500 school districts.

In 2025, nine out of ten students demonstrated growth in reading and eight out of ten demonstrated growth in mathematics based on pre- and post-assessments. These results reflect our commitment to delivering impactful, data-informed instruction that helps students succeed.

Moving Forward Together

Catapult Learning looks forward to partnering with Louisville Adventist Academy throughout the upcoming school year to support student achievement and strengthen academic outcomes. Together, we will establish shared goals, monitor student progress, and collaborate closely to ensure every participating student receives the targeted support needed to thrive academically.



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.

Intervention Services for Louisville Adventist Academy	
Number of Students:	30
Group Size:	6
Number of Groups:	5
Hours per Week per Group:	3
Number of Weeks:	36
Curriculum:	AchieveLiteracy and AchieveMath
Cost of Service:	\$51,300.00
<p>The quoted prices will be honored for 90 days from the date of this proposal (August 7, 2026).</p> <p>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.</p> <p>The quoted prices and services included in the proposal are subject to the execution of a mutually agreeable contract, inclusive of billing terms.</p> <p>Standard payment terms are Net 30.</p>	



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

Catapult Learning's 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.

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.

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 with Renaissance STAR 360, 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.