

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
AND
CATAPULT LEARNING, LLC
FOR SERVICES TO PARTICIPATING NONPUBLIC SCHOOLS

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of the 1st day of **July, 2022** (the “**Effective Date**”), by and between **HERNANDO COUNTY SCHOOLS** (hereinafter referred to as the “**District**”) and **CATAPULT LEARNING, LLC**, (hereinafter referred to as “**Catapult**”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

I. TERM of AGREEMENT

Subject to the contingencies or conditions contained herein for early termination, the initial term of this agreement shall commence and end as follows:

This Agreement shall be for a term commencing on the **Effective Date** and terminating on June 30, 2023 (the “**Term**”).

II. DEFINITIONS

- a. **Administrative Cost** – costs Catapult incurs to administer the program, including but not limited to salaries and fringe benefits of the Director, computer assistants (if needed), area supervisors, support staff, office rent, utilities, equipment and supplies, postage and mailings, telephone, travel, special capital expenses, professional development for Title I teachers and supervisors who are employees of Catapult.
- b. **Instructional Cost** – costs Catapult incurs for teacher and instructional aide salaries, including but not limited to fringe benefits; and materials, including such items as books, computers, and software for student use, workbooks, and supplies and other direct instructional costs.
- c. **Monitoring/Auditing** – the review of implementation practices in comparison to requirements.
- d. **Parental Involvement Cost** – costs Catapult incurs to provide parental involvement activities to parents of participating private school children.
- e. **Professional Development Cost** – costs Catapult incurs to provide professional development activities to private school teachers of participating private school children.
- f. **Program** – the Title I program.
- g. **Service Delivery Plan** – a plan of action for the implementation of the Program for eligible students enrolled in the private school.
- h. **Services** – services as described in Section VIII hereto.

III. RESPONSIBILITIES OF PARTIES

- a. **District's Responsibilities:** The DISTRICT is responsible for the following:
1. Maintain control of all aspects of Program administration by Catapult including funds and ownership of all materials and equipment purchased;
 2. Determine student eligibility;
 3. Determine evaluation of the program;
 4. Make changes to the instructional Program for individual students whose data indicates a lack of or only limited progress;
 5. Monitor the Services provided and ensure that the services are consistent with the approved service plan and all applicable laws and regulations;
 6. Handle all budgetary matters of the private school allocation, including developing the budget and expenditures of funds;
 7. Payment for Services rendered; and
 8. Termination of the Agreement if goals, timelines, and responsibilities as outlined in the Agreement are not met.
- b. **Catapult's Responsibilities:** Catapult is responsible for the following duties:
1. Provide services to participating students early in the school year to ensure the equitable provision of Services as described in the Service Delivery Plan developed by the District in consultation with the private school;
 2. Ensure that Services provided are only rendered to students identified by the District as eligible and not to all students in the school; and
 3. Implement Services to students, parents and teachers of participating students in accordance with this contract and the service delivery plan.
 4. Submit monthly invoices to the District.

IV. SERVICE TIMELINE

Services will be scheduled during the 2022-2023 school year beginning approximately September 1, 2022 and ending approximately the second week of June 2023. No services will be provided during the scheduled Thanksgiving week, winter break and spring break as identified in the school's adopted calendar. Schedules may be modified to adapt to the individual non-public school's calendar.

V. CONTRACT MODIFICATION

This Agreement or the contracted amount for Services may be modified or renegotiated if there is:

- A reauthorization of the ESEA (Elementary and Secondary Education Act) Law; or
- A change in the PPA (per pupil allocation) for DISTRICT public schools; or
- A reduction of Title I, Part A, Basic funds to the state and to the DISTRICT.

VI. GEPA REQUIREMENTS

In accordance with section 427 of the General Education Provisions Act (GEPA), applicants for funds must include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs.

The Hernando County School Board and its Title I, Title II, Title III, Title X and ESOL programs have determined that the gender, race, national origin, color, disability or age of an individual does not prevent students, teachers, parents or any other interested party from access to the Title I, Title II, Title III, Title X and ESOL programs:

1. The Title I LEA Plan ensures equal access to all students of eligible areas. This includes Limited English Proficiency students, migrant students, immigrant students, economically disadvantaged students, and students with disabilities.
2. The policy statement of Nondiscrimination of The School Board of Hernando County is printed on District letterhead as well as on manuals and other documents published by the District, as appropriate.
3. Monitoring of all programs for equal access is accomplished by annual monitoring by the State of Florida and the Auditor General's Office.

VII. PROCEDURE FOR TITLE I EQUIPMENT/MATERIALS

All equipment and materials purchased with Title I funds are the property of the District, not Catapult. Equipment will be labeled "Hernando County Schools Title I". At any time, the District may request to see physical equipment upon school visitation. All equipment must be returned to the Title I office should the school no longer wish to participate or qualify for the Title I, Part A federal program.

VIII. SERVICE DELIVERY PLAN

Catapult services consist of supplementary instruction that is in addition to the instruction provided during core instruction; utilize methodologies and materials that ensure the Title I program supplements and is coordinated with the regular classroom instruction based on regular communication with the non-public school in which the student is enrolled and provides small group instruction for reading and/or math to include appropriate instructional materials, appropriate assessments, assessment materials, and progress reports to ensure private school participants will achieve the high levels called for under Florida's Standards. Instructional materials must be high quality, research-based, and specifically designed to increase the academic achievement of eligible students and help students attain proficiency in meeting academic achievement standards of the State of Florida.

These services shall also be provided in a timely manner, in comparison to services and benefits provided for public school children. In general, instructional services including materials and equipment for students must:

- Align with any and all individual educational plans, and/or academic instructional plans designed for the student;
- Be secular, neutral, and non-ideological; and

- Meet all applicable health, safety, and civil rights laws.
- a. **Supplementary Instructional Services:** Catapult shall provide small group (minimum of 2 and maximum of 8 students per group) instructional services at least two times per week, for up to forty-five minutes per session in reading and/or mathematics. The specific subject area and schedule for services will be determined by the District based on an analysis of the multiple academic criteria determined during consultation between the District and the private school officials.
- b. **Diagnostic Testing:** A teacher employed by Catapult shall test each student participating in Catapult's instructional program, utilizing RenSTAR program.
- c. **Instructional Services for Students:** Students shall be placed in the instructional program as determined by the District based on past academic performance, standardized testing results and in consultation with the school. A student schedule will be jointly developed by staff of the district, Catapult, and the school personnel allowing for maximum instructional services.
- d. **Parental Involvement Activities:** Catapult shall provide services for parents of participating children designed to build the capacity of the parents to help their child. Content of the services for parents will be developed by the District in consultation with the school. Catapult shall maintain and provide the District documentation of the services provided including, but not limited to, sign-in sheets, handouts, and presentation materials.
- e. **Facilities and Equipment:** Catapult will provide the instruction at the school in a suitable room provided by the school. If instruction is provided within an individual private school classroom, the space where tutoring takes place will be separate and partitioned off. Catapult will provide the consumable and non-consumable instructional materials and copying services when needed.
- f. **Records:** Student records for the purpose of the Agreement shall include all Catapult tests, attendance records and student diagnostic summaries. Catapult shall maintain the confidentiality of all students' records in compliance with applicable federal and state laws. Catapult will hold student records for a period of five years after the period covered by the Agreement. The District reserves the right to audit and inspect all records maintained by Catapult relating to services under this Agreement.
- g. **Reports:** Instructional reports will be periodically delivered to the District as described below:
 1. Assessment Results: Pre-test results for all eligible Title I students identified will be sent to the District within 30 days of identification and post-test results will be provided at the end of the school year or within 30 days of the students' completion of Catapult's program, whichever comes first.
 2. Progress Reports: During the school year, Catapult shall prepare and deliver a minimum of three reports on the progress of each child enrolled in the Program. These reports are delivered to the District for review and distribution to the school and the students' parents. Payment may be withheld if progress reports are not prepared and delivered in a timely manner.

3. **Intervention Report:** Catapult shall submit a written report describing the interventions provided and results of such interventions for students the District has determined need additional support and intervention.
4. **End of Year Report:** *The End of Program Report* will provide a cumulative summary of the students served, the overall instructional gains of students, and the parent and school staff interactions throughout the school year. Catapult shall deliver this report to the District contact and the school principal at the end of the school year.

h. Distance Learning: Services will generally be provided at the school facility pursuant to the other sections of the Service Delivery Plan. When necessary, Catapult may deliver the Program, in whole or in part, via distance learning to the extent practicable, without any additional consent or authorization, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the fees, rates and payment schedules as set forth in this Agreement. In circumstances of government mandated actions impacting school operations, Catapult shall make reasonable good faith efforts to provide continuous education via distance learning.

IX. DELIVERABLES

Catapult will provide the following services and maintain documentation for the following:

- **Program Days:** Monday – Friday – During days and hours in which School is open
- **Program Length:** September 1, 2022 through June 15, 2023
- **Class Length/Frequency:** up to 45 minutes per session; up to 4 times per week
- **Curriculum:** Title I funded AchieveLiteracy, Achieve Reading and/or AchieveMath
- **Number of Students:** Approximately 350 (subject to change based upon eligibility)
- **Student to teacher ratio:** 6:1 (average)
- **Grades Served:** K – 8th (serving those students with the greatest academic need)
- **Expected Start Date:** September 1, 2022; pending contract approval, teacher availability and training completion
- **Training:** Initial Teacher Training= 8 hours in-person or virtual
- **Parental Involvement Activities:** Based on private school allocation
- **Assessment:** Pre and post program with STAR assessments along with ongoing progress monitoring
- **Management:** Includes program set-up, program management, program evaluation, quality controls and progress reporting
- **Instructional Services Hourly Rate:** \$79.20/hour of teacher time

X. PROGRAM EVALUATION

The parties agree and understand that the overall evaluation of the success of Catapult’s program is the responsibility of the District in consultation with the private school officials. Specifically, the District will use the following methods to evaluate the effectiveness of the Program implemented as described in this contract and service delivery plan:

- Comparison of pre- and post-assessment results;
- Comparison of private school nationally normed test with current year results;

- Comparison of growth on the STAR assessment for reading and/or math;
- Review and analysis of survey results conducted with school officials, teachers, and parents; and
- Review of the services provided (such as, number of students served, hours of service provided, type of service, and student progress).

The timetable for improving students’ performance will be calculated at a minimum of 1200 minutes or 20 hours of instructional services as measured by students’ attendance. School logistics and student entry and exit of the program predicated the program design. The design of the Program is dependent on the Program plan determined in consultation with the district and private school officials. The calculations are derived from measuring the academic growth change of the administered pre and post test. The Title I private school Program calendar mirrors the District to the extent possible.

XI. PAYMENT FOR SERVICES

- a. In consideration of the services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a contractor fee (the “Fee”), based on the Services provided to each participating student enrolled in the private school. Monthly invoices shall separate the costs for instructional services, activities provided to parents of participating children, and may not exceed the following payment schedule:

Instructional Services:

- Hourly rate: \$79.20/hour of teacher time
- Instructional allocation: **\$347,666.20**

Total Allocation: \$347,666.20

West Hernando Christian	\$ 84,702.62
Hernando Christian Academy	\$115,397.36
Esther’s Spring Hill	\$ 39,080.92
Notre Dame	\$108,485.31

- b. Under ESSA, instructional funding listed above may be used for Professional Development activities, to be determined through consultation with the private school and the district at the rates attached in Schedule A.
- c. Catapult shall submit an invoice no later than the last day of each month for services provided in the preceding calendar month.
- d. Each invoice shall be submitted on Catapult’s letterhead in the format provided by the District/School. A list of students served and each student’s attendance record shall accompany the invoice. Catapult shall provide the District with supporting documentation with each invoice. The supporting documentation includes student rosters, attendance records, sign-in sheets, lesson plans, and student progress reports. Invoices will be paid subject to District’s approval. If the District has a dispute with an invoice, the District will notify Catapult in writing within fifteen

(15) days of receipt of invoice. Catapult will adjust invoice accordingly and notify the District within ten (10) days of adjustment. The Program may be modified if there is a re-authorization of ESEA funds during the performance period of this Agreement.

- e. The district has the right to withhold payment if any of the requirements contained in the Agreement are not met.

XII. MONITORING AND/OR AUDITING

- a. The District will monitor Catapult through onsite visits both announced and unannounced based on the needs and outcome of private school consultation.
- b. In addition, Catapult's program, curriculum, and instruction may be monitored through a review of lesson plans, curriculum documents, and instructional materials to determine if the program is implemented consistently with the Service Delivery Plan. Periodic reviews of students' progress toward meeting the stated goals will be conducted and changes to the instructional program may be made by the District.
- c. The Education Department General Administrative Regulations (EDGAR) requires that Districts maintain control of the use of all federal funds including funds associated with the implementation of the Title I program in the private schools. The District will ensure that funds paid to Catapult are reasonable, necessary, and aligned with the approved contract. The District is required to review invoices, source documentation, and the following general provisions or terms of agreement must be included:
 - 1. Contractors must submit written invoices that clearly describe what services and goods it delivered, when, where, and if relevant, who was served. This must match what was required in the contract. It is not sufficient for Catapult to submit a monthly invoice that only states, "Services provided to private school students and teachers."
 - 2. The invoice should be specific and describe how the total cost was determined.
 - 3. The District will review the invoice to determine if the services and goods met all contractual requirements and that the services and/or goods were properly delivered. If everything is in order, the District should approve the invoice, and only then can it be paid.

XIII PERSONNEL HIRED BY CATAPULT

- a. **Instructors:** Program teachers shall be state certified teachers appropriately certified by the Department of Education commensurate with the instructional services provided. They shall be hired by Catapult and compensated by Catapult. These teachers shall be trained by Catapult's staff regarding the program and methodology. Further, these teachers shall be supported during the term of the Agreement by Catapult's management staff.
- b. **Criminal Background Checks:** Every program teacher must satisfy the requirements for fingerprinting and criminal background checks as required by law and by the School District, prior to working with students in the program.
- c. **Reporting Suspected Cases of Child Abuse:** Catapult agrees that all staff

members will be trained in and abide by state law regarding the reporting of missing children and suspected child abuse in a timely manner, including but not limited to, allegations of molestation, child abuse, or missing children while under their supervision.

- d. **Conflicts of Interest:** Third party contractors shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to employment with LEA.
- e. **Non-Discrimination:** Catapult and their employees must comply with all federal and state laws and regulations and with the school board policy related to health, safety, and civil rights, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and Individuals with Disabilities Education Act (IDEA). Catapult is prohibited from discriminating on the basis of race, religion, sex, age, handicap, or sexual orientation in employment or operation of the program. Failure to comply with this requirement may cause the contract to be terminated.
- f. **Control of Students Reporting Accidents/Incident:** Catapult is responsible for the control and safety of all students beginning with the time students arrive for services until the students are placed under the control of the parent/guardian or private school official. For on-site programs, the non-public school maintains a first aid kit available while Title I, Part A services are provided. If a child needs minor aid such as a band aid or an ice pack, he or she is given the item to apply themselves. For more serious injuries or emergencies, the front office is immediately called and emergency personnel is contacted if necessary as determined by the school. Catapult employees do not dispense medications to children.

Non-Solicitation. During the Term of this agreement and for a period of twelve (12) months thereafter (the “Non-Solicitation Period”), the District shall not, either directly, indirectly through a third party, hire, or hire for the benefit for a third-party, nor solicit for employment any Catapult employee or independent contractor. The Contractor may waive the District’s requirement not to solicit the Contractor employee or independent contractor upon request and is effective only if in writing. If the District hires any Contractor employee or independent contractor during the Non-Solicitation Period then the District will pay either: (a) thirty percent (30%) of the employee’s annual compensation paid by the Provider if the hired person was a Catapult employee, or (b) a fee of Ten Thousand and 00/100 (\$10,000.00) dollars if the hired person was an independent contractor (the “Commission”). The Commission is payable within thirty (30) days of the time the Catapult employee or independent contractor accepts employment with the District. The Commission is non-refundable.

XIV. INDEMNIFICATION

Catapult shall indemnify the School District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special or punitive damages) to which the School District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.

XV. INSURANCE

- a. Catapult maintains and keeps in force such insurance as Compensation, Liability, and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and the School District from any other claims for damages for personal injury, including death, and claims for damages to any property of the School District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.
- b. Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) for injuries sustained by any one person and Two Million Dollars (\$2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00). Catapult shall submit to the District proof of insurance upon request.

XVI. STATUS CHANGE

- a. Catapult shall inform the School District of any and all circumstances which may impede the progress of the work or inhibit the performance of this Agreement including, but not limited to, bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.
- b. In addition, the School District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in School District or school administration, or decrease in original funding source, etc.
- c. In the case of a change in School District or school administration, specifically a change in school principal, the School District shall schedule a meeting with Catapult Management and the new Principal within sixty (60) days of the start of his tenure.

XVII. NOTICES

- a. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.
- b. Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

FOR THE SCHOOL DISTRICT:
Magen Schlechter
Supervisor of Federal Programs
Hernando County School District
919 N. Broad Street
Brooksville, FL 34601
Telephone: (352) 797-7000 ext. 441

FOR CATAPULT LEARNING:
Contracts Department
Catapult Learning, LLC
PO Box 444
Elmsford, NY 10523
Telephone: (856) 831-7909

XVIII. TERMINATION

To terminate or cancel this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination or cancellation. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice. The performance of work under this agreement may be terminated or cancelled by the District in whole or from time to time part for the failure of Catapult to adequately perform its obligations herein. The Agreement may be terminated or cancelled if Catapult:

- Fails to submit required documents and the executed contract by the due date;
- Is unable to meet the agreed-upon goals and timetables as established by the District; and
- Fails to comply with and implement all sections of this contract including the Service Delivery Plan.

The district will provide Catapult with written notice of the alleged breach. Catapult will have a fifteen working-day period from receipt of the notice to provide evidence that the problem has been resolved. Any such termination or cancellation shall be effected by delivery to Catapult of a Notice of Termination specifying the extent to and conditions under which the work under the Agreement is terminated or cancelled, and the date that the termination/cancellation becomes effective. Upon termination or cancellation of the agreement in accordance with this section, the District is only obligated to pay for work performed and unpaid. The District shall not under any circumstance expect refunds from Catapult.

XIX. MISCELLANEOUS

- a. Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strikes.

Catapult, in good faith and in order to maintain service continuity, may delivery services contemplated herein via distance learning due to a change in regulations or circumstances, including, but not limited to performance resulting from acts or events beyond the reasonable control of either party, such as acts of God, disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strikes.

- b. No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.
- c. Applicable Law. In providing all services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the School District by federal and/or state agencies providing funding to the School District for the purchase of Catapult services.

- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- e. Waiver. No failure on the part of either party to exercise, or delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- f. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


To the extent required by §119.0701 (2013), the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of the law.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

HERNANDO COUNTY SCHOOL DISTRICT

CATAPULT LEARNING, LLC

By: _____

DocuSigned by:

 By: _____
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Steve Quattrociochi

Title: _____

Title: President

Date: _____

Date: 7/11/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

ATTEST:

By: _____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Title: Superintendent

SCHEDULE A
Florida Professional Development Rates
2022-2023 School Year – Effective 7/1/22

Prices include:

Preplanning with non-public and/or public-school officials for the event. PD Specialists preparation-of content for different cultures and grade levels, and prior school training experience with the topic. Pre and post attendee support to ensure implementation of skills. Virtual presentations include cost for a presenter and moderator and in person sessions may include moderators based on size of event, event logistics inclusive of sign in/sign out, submission of required grant compliance documentation and billing district for service.

PD Workshops

Catapult Learning Professional Development workshops are research-based and built on our five interrelated areas of focus that are integral to a learning organization’s development: Leadership, Pedagogy & Curriculum, Assessment for Learning, Learning Environment, and Student & Family Support. Workshops are designed based on consultation with individual schools for a maximum of 40 participants.

Coaching (Instructional and/or Leadership)

Coaching sessions are 6 hours for up to 8 participants per day/ coaching cycle. The Catapult Coaches deliver job-embedded support to individual or small groups of teachers to improve classroom practices and the quality of teaching and learning. The goals and area of focus is determined through consultation with the school. Coaching service for all schools include: modeling, co-planning, co-teaching and observations.

Pricing is as follows and is based on a rate of \$375 per hour of consultation:

PD Offering	Workshop Length (in hours)	Charge to Customer
WORKSHOPS		
Full day workshop	6	\$2,250
Half day workshop	3	\$1,125
2 Hour workshop	2	\$750
COACHING		
Full day coaching	6	\$2,250
Half day coaching	3	\$1,125
**CUSTOMIZED PD		
**All special programs below	8	\$3,000

****Customized quotes available for:** Professional Development Workshop with specific content not included in our PD Catalog and/or specialist presenter (travel included), Professional Development Institutes, Collaborative Quality Analysis Program, Literacy First Program, Focus on Achievement, and ECRI will be priced based on number of participating schools, faculty size, and grade configuration.

Catapult Learning Professional Development Catalog:

<https://documentcloud.adobe.com/link/review?uri=urn:aaid:scds:US:36f855e5-cecd-455b-9126-3e33a55ec3cf>



Federal Terms & Conditions

Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. EQUAL EMPLOYMENT OPPORTUNITY:

Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.

2. DAVIS-BACON ACT:

(34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2,000 awarded by the district and subgrantees when required by Federal grant program legislation).

3. COPELAND "ANTI-KICKBACK" ACT:

(34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

4. CONTRACT WORK HOURS & SAFETY STANDARDS ACT:

(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts, which involve the employment of mechanics or laborers).

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by awarding agency.

6. CLEAN AIR ACT

(34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

7. BYRD ANTI-LOBBYING AMENDMENT:

Contractors that apply or solicitation for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



8. RECOVERED MATERIALS:

Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

9. FEDERAL DEBARMENT CERTIFICATION:

Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. *The prospective lower tier (\$25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

10. ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDIES:

If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. HATCH ACT:

(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

12. CONTRACT TERMINATION FOR CONVENIENCE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

13. CONTRACT TERMINATION FOR CAUSE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.



Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture (“USDA”), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

14. RECORDS RETENTION:

(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

15. CIVIL RIGHTS:

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

16. BUY AMERICAN:

(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

17. ENERGY POLICY AND CONSERVATION ACT:

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. DISCOUNTS, REBATES, AND CREDITS:

The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District’s nonprofit food service account.



Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency (“FEMA”), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

19. ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

20. DHS SEAL, LOGO, AND FLAGS:

The Contractor shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

21. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.


22. NO OBLIGATION BY FEDERAL GOVERNMENT:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print):	Catapult Learning, LLC	Date:	7/11/2022
Authorized Signature:			
Printed Name:	Steve Quattrociochi	Approved as to Form	
Title:	President	Nancy McClain Alfonso	

General Counsel, HCSB

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due

from the School Board for non-construction services hereunder shall be governed by the provisions of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section,

119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.


Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this

provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor’s delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

Signed and dated by authorized representative of the Contractor/Vendor as provided below:

Contractor/Vendor: Catapult Learning, LLC

DocuSigned by:

836F00886A65428
Printed Name: Steve Quattrociocchi
Title: President
Date: 7/11/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Catapult Learning

June 30, 2022

Magen C. Schlechter
Coordinator of Federal Programs
Hernando County School District
Office: 352-797-7000 ext. 295
919 N. Broad St.
Brooksville, FL 34601

Dear Ms. Schlechter:

This letter will confirm that Catapult Learning, LLC (“Catapult”) is the sole source provider of the AchieveReading®, AchieveMath® and AchieveLiteracy® programs. Catapult’s AchieveReading® program incorporates reading books in the lessons. Each student is placed in a smaller group which is taught using a repeated guided oral reading strategy along with other specific comprehension strategies. Catapult’s AchieveMath® program incorporates math instruction that has been aligned with Common Core Math and NCTM standards. Catapult’s AchieveMath® provides directed math activity (DMA) lessons requiring concept development and uses specific manipulatives and/or pictorials for each lesson. Catapult’s AchieveLiteracy® program introduces new readers to concepts of print, strengthen emergent readers’ essential reading, writing, speaking, and listening skills, and teach strategies to aid students as they transition from learning to read to reading to learn.

The instructional lessons used in the books in its AchieveReading®, AchieveMath® and AchieveLiteracy® programs include Catapult’s proprietary materials. Catapult does not license its AchieveReading®, AchieveMath® and AchieveLiteracy® programs or instructional materials to any other company; therefore, the AchieveReading®, AchieveMath® and AchieveLiteracy® programs and instructional materials relating thereto are only available through Catapult.

If you desire any additional information, do not hesitate to contact me at

joan.grejdus@catapultlearning.com

Sincerely,



Joan Grejdus
Vice President of Programs Florida
Catapult Learning, LLC