



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL**

DATE:	February 18, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Tutoring and Extended Day Services
CONTRACT NUMBER:	2650A
COMMODITY CODE:	924.80
CONTRACT PERIOD:	September 24, 2024 through June 30, 2025 (next 7/1/2025-6/30/2026)
RENEWAL OPTIONS:	Four one-year renewal options through 2029
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Catapult Learning LLC
Address:	150 Rouse Blvd. Suite 210
City, State:	Philadelphia, PA 19112
Contact Name:	Molly Cavanaugh
Phone Number:	551-427-4254
Email address:	Molly.cavanaugh@catapultlearning.com
ORACLE SUPPLIER NUMBER:	172332
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2650A

This Non-Professional Services Contract (this "Contract") entered into this 23rd day of September 2024, by Catapult Learning LLC (the "Contractor") and the County school Board of Henrico, Virginia ("HCPS")

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2650-2EMF, as modified by Addendum No. 1, dated March 26, 2024 (the "Request for Proposals"), for consulting services for the employee benefits program.

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be pursuant to Exhibit C, summarized in the Table 1 below.

Table 1	
Session Lenth:	35 minutes per session
Student -to-Teacher Ratio:	1:1 through 4:1 (one teacher working with groups of between 1 and 4 students)*
Tutor Hourly Rate w/ Catapult Learning Curriculum:	\$75 per tutor hour**
Tutor Hourly Rate w/ VDOE VLA Approved Curriculum:	\$70 per tutor hour** + cost of desired curriculum
<p><i>*Catapult Learning realizes that some schools may desire smaller group size or more individualized services for students. This can be accomplished within the structure of the program we have proposed, if it is with the understanding that fewer students will be served for the same dollar amount.</i></p> <p><i>**Hourly Rate is per scheduled tutor hour. Tutor hours include all hours required to operate the program including but not limited to direct service time with Students, prep time, Parent Conferences and Team Meetings. This hourly rate includes all costs associated to operate the instructional program including but not limited to prep time, student and teacher materials, teacher and classroom supplies, curriculum, technology, progress reporting, and testing costs. The district will not be invoiced separately for additional materials related to the operation of the program. Hourly rate is inclusive of all relevant administrative costs.</i></p>	

Note: HCPS shall approve additional cost for VDOE VLA approved curriculum if other than Catapult's curriculum prior to purchase by Catapult.

CONTRACT TERM: The Contract term shall be from date of execution through June 30, 2025. HCPS may renew the Contract for up to four one-year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals.
3. The Negotiated Modifications (Exhibit A).
4. Federal Terms and Conditions (Exhibit B)
5. Contractor's follow up questions with due date June 11, 2024, Best and Final Offer dated August 13, 2024 (Exhibit C).
6. Contractor's Original Proposal dated April 2, 2024 (Exhibit D).
7. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Catapult Learning, LLC

150 Rouse Blvd. Suite 210
Philadelphia, PA 19112

DocuSigned by:

783035FA42D348D
Signature

Steve Quattrociochi President

Printed Name and Title

9/23/2024

Date

County School Board of Henrico County,
Virginia
P O Box 90775
Henrico, VA 23273-0775


Signature

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO


Date

APPROVED AS TO FORM


 9-25-24
Assistant County Attorney

Exhibit A

NEGOTIATED MODIFICATIONS TO AGREEMENT DOCUMENTS FOR CONTRACT NO. 2650A

These Negotiated Modifications are hereby incorporated into Contract No. 2650A (the “Contract”) for the consulting services for the employee benefits program as of the effective date of the Contract.

WHEREAS, the Contract expressly incorporates by reference the “Contract Documents,” which the Contract defines to include Request for Proposals No. 24-2650-2EMF, as modified by Addendum No. 1, dated March 26, 2024 (the “RFP”).

WHEREAS, the County and Contractor desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Contract Documents are modified as follows as of the date of the Contract:

1. RFP - Sec.V. - General Terms and Conditions – Item F. Termination by the County shall be revised to read as follows:
 2. Termination for Cause
 - a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it within thirty (30) days (“Cure Period”).
 - b. If the Successful Offeror fails to cure its default within the Cure Period, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
 3. Termination for Convenience
 - b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least thirty (30) calendar days after the date the County issues the notice of termination for convenience.
2. RFP- Sec.V. – General Terms and Conditions – Item M – Assignment of Contract shall be revised to read as follows:

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County provided however, the foregoing consent is not

required from the County when the Successful Offeror assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Successful Offeror or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of the Successful Offeror.

3. RFP- Sec.V. – General Terms and Conditions – Item N – Indemnification shall be revised to read:

The Successful Offeror agrees to indemnify the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any third-party damages, liabilities, and costs, including reasonable attorneys' fees, arising from any claims, demands, actions, or proceedings (collectively, "Losses") made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.

To the extent permitted by law, the County agrees to indemnify the Successful Offeror and its employees, officers, and directors from Losses incurred by reason of a third-party claim caused by the County's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of the Successful Offeror. This provision shall not be construed as a waiver of the County's sovereign immunity under any circumstances. The County neither waives nor abrogates any defense available to it, in part or in whole, in any manner.

Notwithstanding the terms of any other provision and to the extent permitted by state law, the total liability of the Successful Offeror and its affiliates, directors, officers, employees and contractors for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the lesser of the total fees paid to the Successful Offeror 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 the Successful Offeror nor the County shall in any event be liable for any indirect, consequential, loss of profits or revenue, enhanced damages or punitive damages, even if the Successful Offeror or the County have 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 Agreement between the Successful Offeror and the County. The Successful Offeror would not be able to provide the services on an economic basis, and would not have entered into this Agreement, 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 Agreement to the extent the circumstances creating a liability covered hereby arose prior to such expiration.

4. RFP- Sec.V. – General Terms and Conditions – Item R – Ownership of Deliverable and Related Products shall be revised to read:

R.

Ownership of Deliverable and Related Products

1. Excluding the Successful Offeror Materials (as defined below), the County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.
4. Notwithstanding the foregoing, the Successful Offeror shall retain sole and exclusive ownership of all rights, title and interest in its proprietary information, processes, methodologies, know-how, software, computer programs and/or applications, and documentation 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 Successful Offeror Materials”).

By signing the Contract, the parties thereto have approved these Negotiated Modifications.

EXHIBIT B

FEDERAL CONTRACT PROVISIONS

1. Debarment and Suspension Clause (2 C.F.R. PART 200 APPENDIX II(H))

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3485. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. Procurement of Recovered Materials Clause (2 C.F.R. § 200.323)

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

- (1) Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification (See the separate Anti-Lobbying Certification attached to the end of these Terms and Conditions.).
- (3) The undersigned certifies, to the best of his or her knowledge and belief, that:
 - 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

4. Termination of Cause and Convenience (2 C.F.R. PART 200 APPENDIX II(B))

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. Contract Work Hours and Safety Standards Act (2 C.F.R. PART 200 APPENDIX II(E)) (40 U.S.C. 3701-3708; 29 C.F.R. 5.5(b))

Required in all contracts over \$100K utilizing mechanics or laborers (as defined in 40 U.S.C §§ 3701)

- (1) The contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5), as applicable.
- (2) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) *Violation, liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (2) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.
- (4) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.
- (5) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (2) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (2) through (5) of this section.

6. Clean Air Act and the Federal Water Pollution Control Act Clauses (2. C.F.R. PART 200 APPENDIX II(G))

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Department of Education.
- (4) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Department of Education.

7. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200, APPENDIX II(A))

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8. Equal Employment Opportunity Clause (2 C.F.R. PART 200 APPENDIX II(C))

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

9. Clauses Required by 2 C.F.R. PART 200 APPENDIX II(D)

Required for certain construction contracts over \$2K

- (1) To the extent applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) The contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) The contractor shall pay wages not less than once a week.
- (4) The contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), 18 U.S.C. 874, and the requirements of 29 CFR Part 3 as applicable, which are incorporated by reference into this contract.
- (5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses of this section and such other clauses as the Department of Education may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (6) Breach. A breach of these contract clauses may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Rights to Inventions Made Under a Contract or Agreement Clause (2 C.F.R. PART 200 APPENDIX II(F))

The contractor will comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Department of Education.

11. Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the County, the Department of Education, 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.
- (2) 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.

- (3) The contractor agrees to provide the Department of Education or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. Department of Education Seal, Logo, and Flags

The contractor shall not use the Department of Education seal(s), logos, crests, or reproductions of flags or likenesses of Department of Education agency officials without specific Department of Education pre-approval.

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Department of Education financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, and Department of Education policies, procedures, and directives.

14. 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.

15. Program Fraud and False or Fraudulent Statements or Related Acts

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

ANTI-LOBBYING CERTIFICATION

Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the agency the following certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Steve Quattrociocchi
763639FA42D34B9

Signature of Contractor's Authorized Official

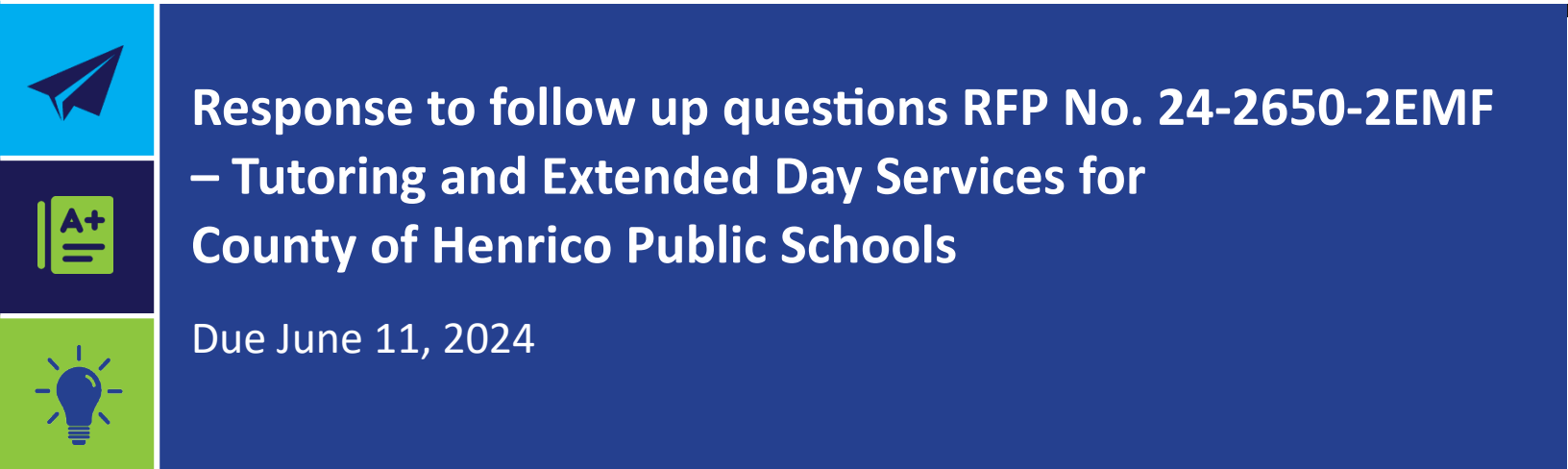
Steve Quattrociocchi

President

Name and Title of Contractor's Authorized Official

Printed Name of Offeror
(if different than Representative)

EXHIBIT C



Response to follow up questions RFP No. 24-2650-2EMF – Tutoring and Extended Day Services for County of Henrico Public Schools

Due June 11, 2024

Response to:

Eileen Falcone
Assistant Division Director
8600 Staples Mill Road
Henrico, VA 23273-0775
804-501-5660
fal51@henrico.us

Prepared by Catapult Learning:

Molly Cavanaugh
Director of School Partnerships
551-427-4254
molly.cavanaugh@catapultlearning.com



Resubmittal of Pricing

Proposed Program Pricing	
Program Length:	Minimum of 28 Weeks
Session Length:	35 minutes per session
Number of Sessions:	Minimum of 3 sessions per week
Number of Students:	Minimum of 280 students
Grades Targeted:	K-12
Curriculum:	<i>AccelerateLiteracy & AccelerateMath for Grades K-8 and AchieveMath HS & AchieveReading HS for Grades 9-12 District Curriculum for subject areas other than Reading/Math such as Science</i>
Student-to-Teacher Ratio:	1:1 through 4:1 (one teacher working with groups of between 1 and 4 students)*
Management:	Includes program setup, program management, program evaluation, quality controls and progress reporting
Training:	Catapult Learning will train our teachers in how to implement our curriculum and program
Tutor Hourly Rate w/ Catapult Learning Curriculum	\$75 per tutor hour**
Tutor Hourly Rate w/ VDOE VLA Approved Curriculum	\$75 per tutor hour** + cost of desired curriculum
<p><i>*Catapult Learning realizes that some schools may desire smaller group size or more individualized services for students. This can be accomplished within the structure of the program we have proposed, if it is with the understanding that fewer students will be served for the same dollar amount.</i></p> <p><i>**Hourly Rate is per scheduled tutor hour. Tutor hours include all hours required to operate the program including but not limited to direct service time with Students, prep time, Parent Conferences and Team Meetings. This hourly rate includes all costs associated to operate the instructional program including but not limited to prep time, student and teacher materials, teacher and classroom supplies, curriculum, technology, progress reporting, and testing costs. The district will not be invoiced separately for additional materials related to the operation of the program. Hourly rate is inclusive of all relevant administrative costs.</i></p> <p><i>Catapult Learning's program fees include program set-up, student instruction, 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></p> <p><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.</i></p>	



Follow up questions

- If your firm is using your own curriculum and it is not on the VDOE VLA approved list, will your firm incur the cost to purchase one on the approved list?

Yes. Catapult Learning is willing to incur the costs of selected curriculum, however, we reserve the right to discuss the chosen curriculum with participating schools to determine viability within the established program parameters. We would also like to note that it is our understanding that the requirement to leverage VDOE VLA approved curricula is not required for tutoring service providers where curriculum is not available for retail purposes. Furthermore, we can demonstrate alignment to the VDOE VLA supplemental instructional program review rubric.

- Can the elementary sessions be modified to 35-minute sessions instead of 45- minute sessions?

Yes, this can be accommodated.

- Is there a reporting tool that can be used to provide teachers with student progress and work assignments rather than tutors having to meet with the teachers?

We can provide access to a shared document that will be leveraged to maintain near real-time information with regular updates about student activities, services received, and curriculum covered.

- Under the Exceptions Tab there is a sample agreement provided for review. The County will use our sample contract that was provided in the RFP instead to avoid any conflict. If there are exceptions to our terms and conditions in the RFP provide those exceptions listing the Section and Item number and provide alternative language.

Exceptions have been included as an attachment to this document.

Exceptions

Pursuant to the Request for Proposals (“RFP”) by the County of Henrico Public Schools (“County”), Catapult Learning, LLC respectfully requests that the County consider the following exceptions to the RFP:

Provision and (Redlined) Proposed Revision
<p>2. Termination for Cause</p> <p>a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline <u>within thirty (30) days (“Cure Period”).</u></p> <p>b. If the Successful Offeror fails to cure its default by the deadline <u>within the Cure Period</u>, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.</p>
<p>M. Assignment of Contract</p> <p>A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County <u>provided however, the foregoing consent is not required from the County when the Successful Offeror assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Successful Offeror or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of the Successful Offeror.</u></p>
<p>N. Indemnification</p> <p>The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County’s officers, agents, and employees (“Indemnified Parties”) from any third-party <u>damages, liabilities, and costs, including reasonable attorneys’ fees, arising from any claims, demands, actions, or proceedings (collectively, “Losses”) made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.</u></p> <p><u>Notwithstanding the terms of any other provision and to the extent permitted by state law, the total liability of the Successful Offeror and its affiliates, directors, officers, employees and contractors for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the lesser of the total fees paid to the Successful Offeror 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 the Successful Offeror nor the County shall in any event be liable for any indirect, consequential, loss of profits or revenue, enhanced damages or punitive damages, even if the Successful Offeror or the County have 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 Agreement between the Successful Offeror and the County. The Successful Offeror would not be able to provide the services on an economic basis, and would not have entered into this Agreement, 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 Agreement to the extent the circumstances creating a liability covered hereby arose prior to such expiration.</u></p>

R.

Ownership of Deliverable and Related Products

1.

~~The~~ Excluding the Successful Offeror Materials (as defined below), the County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2.

The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3.

This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

4. Notwithstanding the foregoing, the Successful Offeror shall retain sole and exclusive ownership of all rights, title and interest in its proprietary information, processes, methodologies, know-how, software, computer programs and/or applications, and documentation 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 Successful Offeror Materials").

Falcone, Eileen

From: Molly Cavanaugh <molly.cavanaugh@catapultlearning.com>
Sent: Tuesday, August 13, 2024 12:06 PM
To: Falcone, Eileen
Cc: Eric Gunlefinger
Subject: RE: RFP 24-2650-2EMF Tutoring and Extended Day Services
Attachments: VA - Henrico - Tutoring and Extended Learning - BAFO Pricing - 8-13-2024.pdf

Importance: High

Good Morning Eileen,

Per your request, we have removed the minimum requirements from our pricing submission, including the number of weeks, number of sessions per week and number of students. Please note, that it is still recommended that our program be carried out over 28 weeks with 3 sessions per week.

Please let me know if there are additional questions.

Thank you,

Molly



Molly Cavanaugh
Director of School Partnerships
Catapult Learning, LLC
551.427.4254
molly.cavanaugh@catapultlearning.com
www.catapultlearning.com
Catapult Learning

FullBloom operating divisions include [Catapult Learning](#), [Specialized Education Services, Inc. \(SESI\)](#), and [Little Leaves Behavioral Services](#).

Confidentiality Notice:

This email and any attachments ("message") is non-public information and intended for receipt and use only by the intended addressee(s), and may contain information that is confidential and protected by the attorney/client privilege or other privileges. If you are not an intended recipient of this message, you are asked to delete this message and to contact the sender of this message immediately. You are hereby notified that any unauthorized use or distribution, dissemination, or reproduction of this message is strictly prohibited and may be unlawful. Nothing contained in the body and/or header of this message is intended as a signature or intended to bind the sender or any person represented by the sender to the terms of any agreement that may be the subject of this message, except where such intent is expressly indicated. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

From: Falcone, Eileen <fal51@henrico.gov>
Sent: Monday, August 12, 2024 12:30 PM
To: Molly Cavanaugh <molly.cavanaugh@catapultlearning.com>
Cc: Eric Gunlefinger <eric.gunlefinger@fullbloom.org>
Subject: RE: RFP 24-2650-2EMF Tutoring and Extended Day Services

Hi Molly

With the option for HCPS to award this contract to multiple offerors we cannot have minimum requirements for the pricing. Is Catapult willing to remove those requirements. I will need you response by end of business August 13, 2024.



Best and Final Offer Pricing - RFP No. 24-2650-2EMF – Tutoring and Extended Day Services for County of Henrico Public Schools

Updated August 13, 2024

Response to:

Eileen Falcone
Assistant Division Director
8600 Staples Mill Road
Henrico, VA 23273-0775
804-501-5660
fal51@henrico.us

Prepared by Catapult Learning:

Molly Cavanaugh
Director of School Partnerships
551-427-4254
molly.cavanaugh@catapultlearning.com



Tab 6 – Pricing/Cost Proposal – Updated

Offerors shall provide an hourly rate per tutor. This shall be all inclusive and no additional fees shall be paid.

Below we have included our proposed pricing model.

Proposed Program Pricing	
Program Length:	Recommended 28 weeks
Session Length:	35 minutes per session
Number of Sessions:	Recommended 3 sessions per week
Number of Students:	Minimum of 280 students
Grades Targeted:	K-12
Curriculum:	<i>AccelerateLiteracy & AccelerateMath for Grades K-8 and AchieveMath HS & AchieveReading HS for Grades 9-12 District Curriculum for subject areas other than Reading/Math such as Science</i>
Student-to-Teacher Ratio:	1:1 through 4:1 (one teacher working with groups of between 1 and 4 students)*
Management:	Includes program setup, program management, program evaluation, quality controls and progress reporting
Training:	Catapult Learning will train our teachers in how to implement our curriculum and program
Tutor Hourly Rate w/ Catapult Learning Curriculum:	\$75 per tutor hour**
Tutor Hourly Rate w/ VDOE VLA Approved Curriculum:	\$70 per tutor hour** + cost of desired curriculum
<p><i>*Catapult Learning realizes that some schools may desire smaller group size or more individualized services for students. This can be accomplished within the structure of the program we have proposed, if it is with the understanding that fewer students will be served for the same dollar amount.</i></p> <p><i>**Hourly Rate is per scheduled tutor hour. Tutor hours include all hours required to operate the program including but not limited to direct service time with Students, prep time, Parent Conferences and Team Meetings. This hourly rate includes all costs associated to operate the instructional program including but not limited to prep time, student and teacher materials, teacher and classroom supplies, curriculum, technology, progress reporting, and testing costs. The district will not be invoiced separately for additional materials related to the operation of the program. Hourly rate is inclusive of all relevant administrative costs.</i></p>	



Proposed Program Pricing

Catapult Learning's program fees include program set-up, student instruction, 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.

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. 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.



Tab 8 – Assumptions - Updated

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

If services are offered after school, we are stating our assumption that we will be able to recruit the tutors who work at the school during the day. In addition, we made the following assumptions when developing pricing for this proposal.

- Recommended 28 weeks
- ~~Minimum of 280 students~~
- Group size between 1 and 4 students
- Recommended 3, 35-minute sessions per week per group
- Assuming that we can leverage district provided curriculum for subject areas outside of Reading and Math such as Science
- Assuming that we can bill for all tutor hours necessary to operate the program, including but not limited to direct service time with Students, prep time, Parent Conferences and Team Meetings

Our proprietary curriculum is created in-house and exclusively for our programming. It is included in our services and cannot be resold or used by any other vendor. This is provided at a rate of \$75 per hour per tutor.

The costs for curriculum programs on the VDOE VLA approved list can vary greatly. We are open to purchasing and supporting other curricula, but the additional costs would need to be added to the hourly rate based on program requirements. If a curriculum other than our proprietary one is chosen, we can reduce the rate to \$70 per hour per tutor, with the understanding that the cost of the selected curriculum from the VDOE VLA approved list will be added to this price.



Response to RFP No. 24-2650-2EMF – Tutoring and Extended Day Services for County of Henrico Public Schools

Due April 5, 2024, at 2:00 PM

Response to:

Eileen Falcone
Assistant Division Director
8600 Staples Mill Road
Henrico, VA 23273-0775
804-501-5660
fal51@henrico.us

Prepared by Catapult Learning:

Molly Cavanaugh
Director of School Partnerships
551-427-4254
molly.cavanaugh@catapultlearning.com

Falcone, Eileen

From: Ronald Stranix <ronald.stranix@fullbloom.org>
Sent: Monday, April 8, 2024 1:14 PM
To: Falcone, Eileen
Cc: Proposals - [List]; Molly Cavanaugh
Subject: RE: RFP 24-2650-2EMF Tutoring and Extended Day Services
Attachments: Updated Attachments C and D - Catapult Learning, LLC.pdf

Good afternoon,

I have updated the required forms as requested. We have withdrawn our request for pricing to be marked as confidential.

Best regards,
Ron

Ronald Stranix
Senior Proposal Manager
FullBloom
ronald.stranix@fullbloom.org
www.fullbloom.org

 **Catapult Learning** |  **Specialized Education**
SERVICES, INC.

From: Falcone, Eileen <fal51@henrico.us>
Sent: Monday, April 8, 2024 10:40 AM
To: Molly Cavanaugh <molly.cavanaugh@catapultlearning.com>
Cc: Proposals - [List] <proposals@catapultlearning.com>
Subject: RFP 24-2650-2EMF Tutoring and Extended Day Services

Good morning

We received your proposal and the Virginia State Corporation Commission (SCC) Attachment C, number is incorrect. Also, on Attachment D you have marked your pricing information as “Proprietary” and that cannot be declared proprietary. Please read the information provided on Attachment D and resubmit this form only to me by end of day April 8th. If you do not provided that to me by today then your proposal will be rejected.

I have also left a voice message.

Thank you

Eileen M. Falcone, CPPB
Assistant Purchasing Division Director
804-501-5637
County of Henrico
Division of Purchasing
PO Box 90775
8600 Staples Mill Road
Henrico, VA 23273-0775



ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
T0316382 **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Catapult Learning, LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
N/A		



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Tab 1 – Introduction and Signed Forms

In this tab, the following items should be provided:

a. Cover Letter

a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.

April 4, 2024

Eileen M. Falcone, Assistant Division Director
Henrico County Public Schools
8600 Staples Mill Road
P.O. Box 90775
Henrico, VA 23273-0775

Ms. Falcone:

Catapult Learning is pleased to submit this proposal in response to Henrico County Public Schools's (HCPS) RFP for “Tutoring and Extended Day Services.” For 48 years, Catapult Learning and our predecessor companies have partnered with education institutions, government agencies, and community groups to provide outcomes-based learning programs that are tailored to individual student needs and that produce positive academic results. Catapult Learning is currently the largest, most experienced provider of contracted educational services to schools and school districts nationwide, and last year we served more than 170,000 students.

We are unsurpassed in our national experience, providing educational programs of exceptional value in several of the largest school districts across the country. Districts nationwide turn to us for the very best in instructional solutions to meet the needs of the schools they service. Our programs are responsive to district requirements, meet school needs, and demonstrate student educational growth.

Catapult Learning addresses specific educational challenges in schools as we work to improve the academic achievement of students and adults. We bring a variety of educational experiences and background to our instructional program. Believing that all students can learn and meet or exceed challenging standards, we have developed proprietary curricula and implementation strategies that are time-tested. In addition to being research-based, we design our instructional programs to produce measurable gains in student achievement, to motivate learners, and to incorporate best practices.

As your community partner, Catapult Learning shares your educational goals in delivering instructional and related programs of remarkable value to students and families to increase student achievement and success.



We welcome discussion about any aspect of our proposal, including price. Should you have any questions or desire additional information, please contact the individual listed on the cover of our proposal.

We appreciate this opportunity to partner with HCPS to provide comprehensive academic educational services for eligible students in participating schools. We are excited to continue our partnership and look forward to working cooperatively with HCPS to assist struggling students in achieving academic growth and success.

Sincerely,

Tim Hickey
Chief Marketing Officer

b. Proposal Signature Sheet – Attachment A

We include this form at the end of this tab.

c. Business Classification Form – Attachment B

We include this form at the end of this tab.

d. Virginia State Corporation Commission Registration Information – Attachment C

We include this form at the end of this tab.

e. Proprietary/Confidential Information – Attachment D

We include this form at the end of this tab.

f. Direct Contact with Students – Attachment F

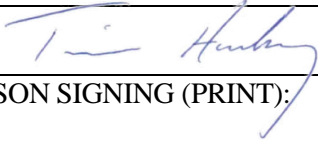
We include this form at the end of this tab.

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. **24-2650-2EMF Tutoring and Extended Day Services for County of Henrico Public Schools** .

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
Catapult Learning, LLC
ADDRESS:
150 Rouse Blvd, Suite 210, Philadelphia PA 19112
FEDERAL ID NO: 73-1685121
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Tim Hickey
TITLE: Chief Marketing Officer
TELEPHONE: (215) 592-7000
FAX: (856) 955-1041
EMAIL ADDRESS: proposals@catapultlearning.com
DATE: 4/2/2024

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Catapult Learning, LLC

This form completed by: Signature:  Title: Chief Marketing Officer

Date: 4/2/2024

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☒ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER

_____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
072623113 **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Catapult Learning, LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Tab 7 - Pricing/Cost Proposal	50	Catapult's pricing information, including the per-hour and per-day costs of services, the number of hours services will be provided, <u>constitute Catapult's proprietary information and are a trade secret</u> . Public disclosure of this information would reveal Catapult's pricing methodology and, therefore, give its competitors an unfair advantage.

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Offeror: Catapult Learning, LLC

Pursuant to Va. Code § 22.1-296.1(E), as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by Va. Code § 22.1-296.1(E),.

Va. Code § 22.1-296.1(E), shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

For purposes of this certification, “services” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

The contractor is responsible for affirming certification information for his subcontractors.

Pursuant to Va. Code § 22.1-296.1(F), no school board shall award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

Pursuant to Va. Code § 22.1-296.1(G), any school board may award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor.

As part of this submission, the contractor certifies the following:

- ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier**

crime” in Va. Code § 19.2-392.02(A) or an offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;

And (select one of the following)

☒ None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.

or

☐ One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).



Signature of Authorized Representative

Tim Hickey, Chief Marketing Officer

Printed Name of Authorized Representative

Catapult Learning, LLC

*Printed Name of Vendor
(if different than Representative)*



Tab 2 – Statement of the Scope

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

Through this solicitation, HCPS seeks to facilitate onsite reading, math, and/or science tutoring for struggling students. Each year, HCPS is responsible for educating over 50,000 students. In fact, HCPS' mission is to "actively engage our students in diverse educational, social and civic learning experiences that inspire and empower them to become contributing citizens."

To provide the services necessary to support your students, HCPS must not only find the right solutions, but the right provider.

Catapult Learning is that provider.

Catapult Learning's Proposed Services

Catapult Learning will develop a customized tutoring program to meet the specific needs of your schools during the school year for reading and math tutoring assistance. We propose to provide materials, tutor training and management for a customized group instruction program. Our approach will achieve maximum academic results for eligible students. This includes:

- Implementation of Services
- Direct Services for Students
- Program Management

A Step above the Competition

What sets Catapult Learning instructional programs apart from the competition?

- **Unmatched Experience** – We have 48 years of experience in the education services industry. We currently provide educational services to more than 170,000 students in 41 states and 10 countries.
- **Virtual Delivery Options** – Our services can be delivered via traditional in-person formats or virtually to meet remote learning needs if requested by the district.
- **Research-based Foundation** – All our programs include our signature, research-based curriculum that is aligned to College and Career Readiness Standards and Virginia Standards of Learning.
- **Local Focus** – Local Catapult Learning teams understand and support the unique needs of each customer.
- **Flexible and Custom Implementations** – Designed to suit customer needs and context – Our instructional model combines a diagnostic and prescriptive approach with a coherent set of research-based, best pedagogical practices.



- **Unmatched Accountability** – We engage our Instructional Excellence team to institute processes and protocols to ensure compliance with federal regulations, as well as observing, evaluating, and providing ongoing tutor supervision.
- **Our programs employ approximately 12,500 full- and part-time staff members.** Our streamlined administrative structure is designed to ensure that we meet planned, agreed-upon goals in a highly cost-efficient manner. Our managerial expertise enables us to integrate our programs seamlessly into schools, thus alleviating and even eliminating complex administrative responsibilities from the districts and schools we serve.

Overview of Proposed Services

Tutoring 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** – planning, coordination, recruiting/hiring/onboarding of staff, enrollment of students, and all activities required to begin delivering services.
- **Direct Services for Students** – instruction/tutoring delivered to students by qualified instructors.
- **Program Management** – ongoing supervision, training, reporting and coordination required to ensure a successful engagement.

Our objective is to help students acquire the appropriate academic skills to increase their performance on assessments, assist students with meeting reclassification requirements, and to improve classroom performance. To reach that goal, our program will focus on the following:

- Enabling students to perform tasks related to content reading, writing and speaking within grade level and school expectations
- Providing students with the skills and strategies to support students and help them be more confident and successful learners
- Assisting students in improving their academic and math specific vocabulary

Throughout the rest of this tab, we address the Scope of Services requested by this RFP in Section II.

A. General Requirements

The Successful Offeror shall:

1. Labor, Supervision, and Other Resources

1. Provide all labor, supervision, and other applicable resources.

Catapult Learning’s tutoring services include all labor, supervision, and any additional resources required to successfully implement and manage our tutoring programs. We cover all aspects of program implementation, including program planning, coordination, recruiting/hiring/onboarding of staff,



enrollment of students, and all activities required to begin delivering services. Our tutors provide direct tutoring services to students and have access to all necessary resources and materials, and we fully manage the program once implemented. Our program management includes supervision, training, reporting, and coordination required to ensure a successful engagement.

We discuss further details about our program management under *Tab 5 – Service Approach and Implementation, section b. Project Management.*

2. Tutoring Experience

2. Be a firm that has provided tutoring services to youth for at least three years and must be able to adhere to all the requirements listed within this RFP.

We have over 40 years of experience providing tutoring services to K-12 youth. Below, we list the major districts where Catapult Learning is approved to provide one or more of the following services: reading and/or math instruction, counseling, parent engagement, and/or professional development.

Arizona
Nogales SD, Phoenix SD, Sunnyside SD, Tucson SD, Glendale Elementary SD, Alhambra Elementary SD, Pendergast Elementary SD, Cartwright Elementary SD, Deer Valley Unified SD, Phoenix Elementary SD, Paradise Valley Unified SD, Creighton Elementary SD, Roosevelt Elementary SD, Madison Elementary SD, Union Elementary SD, Buckeye Elementary SD, Laveen Elementary SD, Phoenix Union HSD, Glendale HSD
California
Compton USD, Corcoran JUSD, Downey USD, Los Angeles USD, Long Beach USD, Lynwood USD, Montebello USD, Riverside USD, San Francisco USD, Upland USD, Westminster USD
Colorado
Aurora Public Schools, Denver Public Schools, Montrose School District
Connecticut
Bridgeport Public Schools, Meriden SD, Waterbury SD
District of Columbia
U.S. Department of Education
Florida
Brevard County, Broward County, Columbia County, Duval County, Flagler County, Glade County School District, Hernando County, Hillsborough County, Miami-Dade County, Orange County, Osceola County, Palm Beach County, Pinellas County, Polk County, Sarasota County
Georgia
Fulton County Public Schools; Henry County Public Schools
Hawai'i
Hawai'i Department of Education
Illinois
Chicago Public Schools, Rich Township High School District 221
Indiana
Indianapolis Public Schools
Kentucky
Jefferson County Public Schools
Louisiana



Jefferson Parish Public School System, Orleans Parish Public Schools, Diocese of Baton Rouge, Diocese of Alexandria
Maryland
Baltimore City Public Schools, Harford County Public Schools, Montgomery County Public Schools
Massachusetts
Springfield Public Schools, Worcester Public Schools, Boston Public Schools
Minnesota
Minneapolis Public Schools, Osseo Area Schools, Saint Paul Public Schools, South Saint Paul Public Schools
Mississippi
Marshall County SD, East Tallahatchie SD, Greenville Public SD, Greenwood-LeFlore Consolidated SD, Yazoo City Municipal SD, Jackson Public SD, Hazlehurst City SD, Kemper County SD, Meridian Public SD, Laurel SD, Amite County SD, Natchez-Adams SD, South Pike SD, Wilkinson County SD
Nevada
Clark County Public Schools
New Jersey
Clifton Public SD, Hamilton Township SD, Hoboken Public Schools, Lakewood Public SD, North Bergen SD, Passaic Public SD, Paterson Public Schools, Trenton Public SD, West New York SD, East Orange SD
New York
Buffalo Public SD, New York City Public Schools District, Yonkers SD, Albany SD, Schenectady SD, Greece SD
North Carolina
Wake County Public School System, Wayne County Public Schools, Carteret County Schools
Ohio
Columbus City Schools, Community Schools, Dayton Public Schools, Hillard City Schools, Kettering City Schools, Mad River Local Schools, Mason City Schools, Newark City Schools, Northwest Local Schools, Southwest Local Schools, South-Western City Schools, Trotwood-Madison City Schools, Winton Woods City Schools, Youngstown City SD
Oklahoma
Altus Public, Bartlesville, Blanchard Public, Bishop Lawton Public Schools Edmond Public Schools, Harrah Public, Holland Hall, Lawton Public Schools, Locust Grove Public Schools, Muskogee Public, Mid Del Public Schools, Oklahoma City Public Schools, Ponca City Schools, Tahlequah Public, Tulsa Public Schools, Union Public, Verdigris Public Schools, Welch Public Schools
Oregon
Centennial Schools, David Douglas Schools, Gresham-Barlow Schools, Parkrose Schools, Portland Public Schools, Reynolds SD 7
Pennsylvania
Apollo-Ridge SD, Arin IU, Armstrong SD, Brockway Area SD, Brookville Area SD, Bucks County, Burrell SD, Clarion Area SD, Clarion-Limestone Area SD, Cranberry Area SD, DuBois Area SD, Forest Area SD, Franklin Area SD, Franklin Regional SD, Gateway SD, Greensburg Salem SD, Hazleton Area SD, Hempfield SD, Homer Center SD, Indiana Area SD, IU 1, Jeannette City SD, Keystone SD, Kiski Area SD, Marion Center SD, New Kensington-Arnold SD, North Clarion SD, Norwin SD, Oil City Area SD, Penn Trafford SD, Penns Manor Area SD, SD of Philadelphia, Plum Borough SD, Punxsutawney SD, Redback Valley SD, River Valley Blairsville-Saltsburg SD, Schuylkill IU 29, Union SD, United SD, Westmoreland IU 7, Young SD
Rhode Island
Central Falls, Pawtucket School Department, Woonsocket SD
Tennessee
Metropolitan Nashville Public SD, Fayette County Schools, Cumberland County School District
Texas



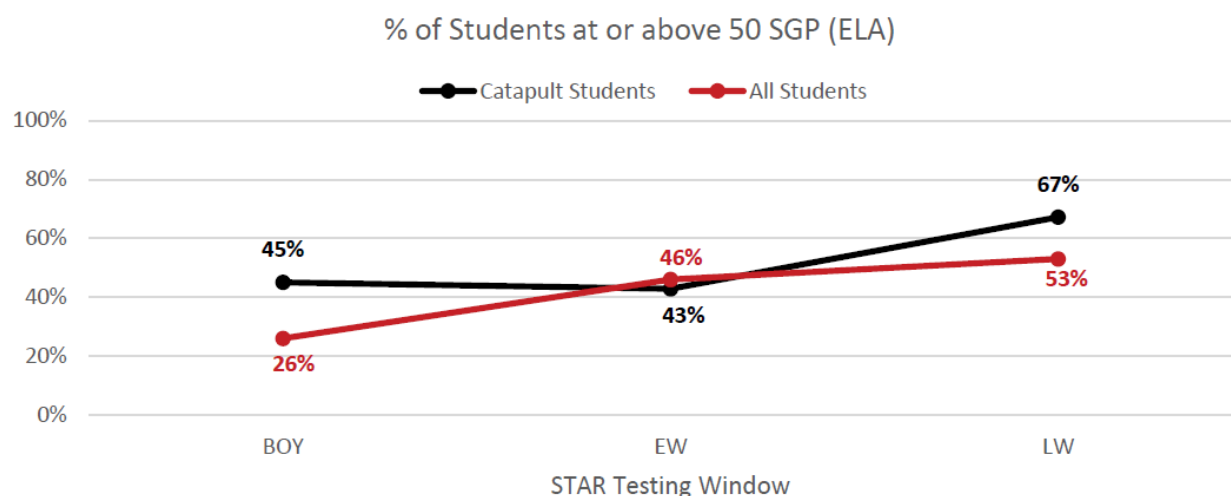
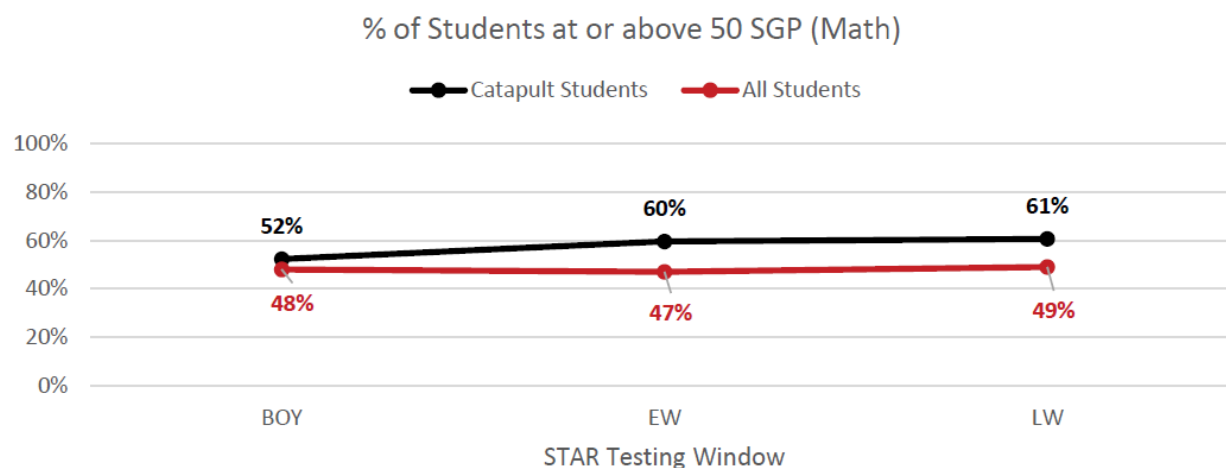
Houston ISD, ESC Region 10, Victoria ISD, ESC Region 11, Aledo ISD, Little Elm ISD
Virginia
Arlington, Chesterfield, Danville SD, Greenville PS, Henrico County Schools, Norfolk PS, Richmond PS
Washington
Seattle Public Schools, Tacoma Public Schools
Wisconsin
Milwaukee Public Schools

Highlighted Partnerships

Massachusetts Department of Elementary and Secondary Education

Beginning in September 2021, we provided high dosage tutoring services to 230 students in 7 districts across Massachusetts. Most participating students received 24 weeks of tutoring, taking place in two 12-week cycles. Each week, participating students attended sessions three times. Each literacy session was 45 minutes, and each math session was 30 minutes.

We include graphs demonstrating student gains below.





Illinois State Board of Education

The Illinois State Board of Education (ISBE) reverted its unused EANS I funds to GEER funds to provide recognized nonpublic schools with state-funded High-Dosage Tutoring—critical support to aid in the recovery of learning loss sustained throughout the COVID-19 pandemic.

ISBE’s Challenges

- Finding a HDT provider with nonpublic school experience and familiar with government funded programs and compliance to deliver services to a minimum of 5,000 students across the state
- Having the ability to enroll and/or register schools digitally and immediately begin providing HDT
- Locating an HDT provider with an established track record of success

Using this criteria, ISBE selected Catapult Learning to be its High-Dosage Tutoring provider due to Catapult Learning’s ability to support the state’s HDT initiative in a more robust and impactful way than other providers. In addition, Catapult Learning has a lengthy history of successfully providing Title services to Chicago nonpublic schools, Illinois’ largest district.

How Catapult Learning Helped ISBE Succeed

ISBE benefitted from the pre-existing programming – including the service delivery model and curriculum – that Catapult Learning offered. Highlights included:

- Immediate HDT program execution through a close partnership and effective communication
- Impactful HDT program that works to activate existing and relevant knowledge, build prerequisite skills, and reinforce foundational skills through a research-based approach
- Easily accessible, scalable, repeatable programming from school to school and statewide
- Comprehensive implementation that featured training and support for tutors and teachers, while hiring existing school staff when possible.

During the 2022-2023 school year, we served 816 students in 43 schools across Illinois. Of the students tested, 80% demonstrated assessment gains in literacy, 67% demonstrated gains in reading, and 78% in math. In-person services were delivered 3 times per week, and each session was about 60 minutes.

3. On-Site School-Day Tutoring

3. Provide tutoring services on-site during regular school hours from 8:00 a.m. to 4:00 p.m., or during after school hours for extended day services. This may also include Saturdays in some cases. Hours to be determined by HCPS.

Catapult Learning understands, acknowledges, and will comply with the parameters listed above.

4. HCPS School Calendar

4. Follow the HCPS school calendar which will be provided annually. In the event of a school closing due to inclement weather or other extenuating circumstances, the tutor will observe the school closing guidelines for HCPS as reported by the local media.



Catapult Learning understands, acknowledges, and will comply with the parameters listed above.

5. Push-In and Pull-Out Support

5. Provide services primarily with “push-in” service however, small groups of students will also be pulled out of the classroom to receive individual instruction by the Successful Offeror as needed.

For push-in and pull-out services, Catapult Learning recommends our High-Dosage Tutoring Model paired with our *Accelerate* curricula for grades K-8, and our *AchieveReading* and *AchieveMath* High School curricula for grades 9-12. We can also provide more direct intervention using our small group instructional model and our *Achieve* curricula covering grades K-12, if requested. We describe these models and curricula throughout this section.

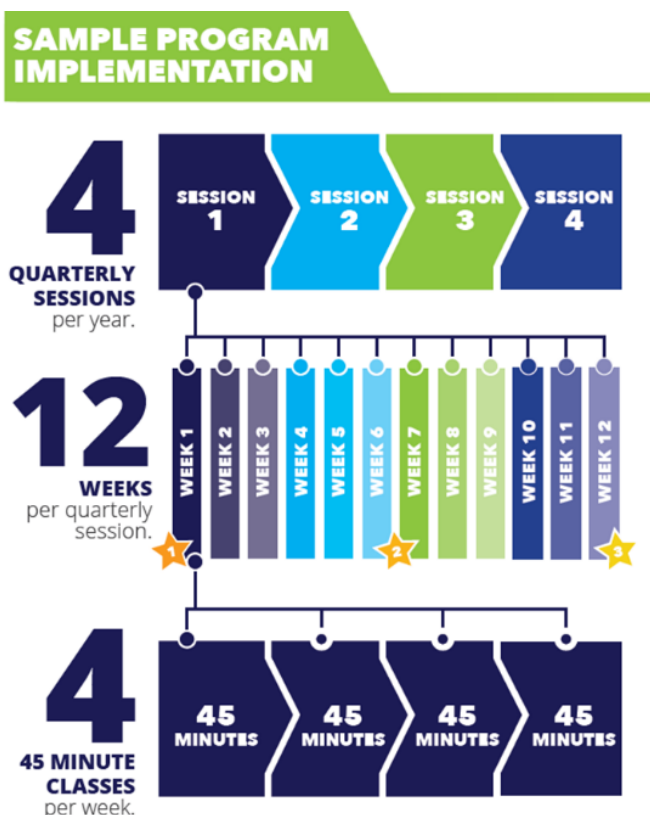
High-Dosage Tutoring Model

High-Dosage Tutoring solutions are designed for students in grades K-12 to reinforce foundational skills due to disrupted learning time (as a result of COVID, for example). High-dosage tutoring is for all students who need a little help academically. Key components include:

- K-12 students, groups of up to 4
- Literacy and math program options
- In-person, virtual, or hybrid options
- Before, during, afterschool, weekends, and summer delivery
- 4-5 sessions per week
- 45+ minutes per session
- Assessments: diagnostic, formative, interim, summative

We provide High-Dosage Tutoring for all learners to augment core instruction to ensure that students are successful in grade-level work. Our Tutoring programs provide focused and explicit support on previous grade level content in the context of what they are learning in their current grade to accelerate growth.

Our tutoring programs combine a diagnostic and prescriptive approach with research-based pedagogical practices. Students start with a diagnostic assessment to identify skill gaps and areas of greatest need. Diagnostic data is used to develop individual student plans and group students based on needs. Based on students’





learning plans, instructors develop targeted lessons delivered in a gradual release of responsibility model. Throughout the lesson, the tutor ensures that students understand the learning objective, spend time actively manipulating the academic content of the lesson, and engages in work that leads to high rates of independent student success. Instructors use formative assessment to monitor progress and guide instructional planning. They use interim assessments to update student learning plans and monitor growth progress against growth targets. For intervention, instructors work on high-leverage strategies and skills to close the achievement gaps. In high-dosage tutoring, instructors work to align instruction to the core instruction to reinforce pre-requisite content to empower students to successfully engage in grade level work.

Instructors differentiate instruction, receive intensive training on research-based instructional strategies, and are provided with a wealth of instructional materials to help them assess, motivate, and teach their students leveraging our research-based Accelerate curricula. We can provide our high-dosage tutoring services before, during, and after school, as well as on the weekends if desired. We can modify our sessions to meet the needs of participating schools as necessary.

AccelerateLiteracy

AccelerateLiteracy is aligned to local, state, and national standards and uses the most up-to-date research and our scientifically based instructional model to accelerate learning for all learners. In this model, instructors will address prerequisite skills and concepts from the previous grade when they're needed to work with grade-level content. AccelerateLiteracy provides focused and explicit support on previous grade level content in the context of what students are learning in the current grade level.

Focus areas by grade band include:

- **Grades K-2:** Foundational skills and *learning to read* are the highest priorities, followed by vocabulary acquisition and the use of specific text information
- **Grades 3-5:** Students automate patterns they learned in K-2, so they read with fluency and confidence, transitioning to *reading to learn*. Students use strategies to analyze, synthesize, and respond to fiction and informational sources while building meaning.
- **Grades 6-8:** Incorporates research-based best practices for middle school instruction, including subject-specific literacy strategies and skill-building for English, Social Studies, and Science texts.

Other key features include:

- Diagnostic and prescriptive program that uses diagnostic and formative data to develop and adapt personalized learning plans to guide instruction and differentiation
- Aligned to state standards
- A focus on accelerating grade-level learning by reinforcing key prerequisite standards to improve grade-level work
- Explicit instruction in grade-level skills as well as high-quality texts to support fluency and comprehension
- Literacy-focused instruction in reading, writing, speaking, and listening



- Formative and interim assessments and ongoing growth monitoring

We include a sample lesson progression for AccelerateLiteracy below.

Example of Grade 3-5 Lesson Progression

	Lesson 5	Lesson 6	Lesson 7
Time	Description	Description	Description
8-10 min.	Welcome Warm-Up + SEL Boost Activity	Welcome Warm-Up + SEL Boost Activity	Welcome Warm-Up + SEL Boost Activity
5 min.	Begin by identifying the objective and setting the purpose for the lesson.	Begin by identifying the objective and setting the purpose for the lesson.	Begin by identifying the objective and setting the purpose for the lesson.
27-35 min.	First Read Lesson: <i>Halima's Eyes</i>	Comprehension Lesson: Summarizing Fiction 5	Activity Bank Lesson: AB-12 Sequencing
5-10 min.	Review Lesson and SEL objective and Identify Student Success (ISS)	Review Lesson and SEL objective and Identify Student Success (ISS)	Review Lesson and SEL objective and Identify Student Success (ISS)

AccelerateMath

Our AccelerateMath program follows a scientifically-based group instructional approach, which focuses on strengthening the foundational and developmental mathematics skills of students. Our AccelerateMath program is designed to reinforce prerequisite high-leverage standards to improve grade-level work. Our AccelerateMath lessons are designed to be used with small groups and for easy differentiation.

AccelerateMath incorporates best practices in teaching mathematics. Tutors model problem-solving skills and assist students as they demonstrate understanding of new concepts using a variety of math manipulatives. Following concrete practice, tutors carefully observe and support students as they move towards independent practice of skills in more abstract, real-world contexts.

A typical lesson structure within AccelerateMath follows this general course of action:





AchieveReading High School

AchieveReading High School provides intensive support to students struggling with grade-level text in their English class and in other content areas.

Using a program-specific anthology, students read a variety of informational and literary texts. The anthology includes selections of literature, science, history, and topics of general interest. Each text emphasizes a particular, discrete sub-skill of reading comprehension. Lessons can be used effectively with any high school student and even with mixed-age groups.

In each lesson, tutors provide direct instruction including explicit modeling of a skill through demonstrations and Think-Alouds, gradually leading students into independent practice. Instruction is conducted in the instructional framework of a *Directed Reading Thinking Activity* (DRTA), where students apply the focus skill as part of textual analysis and discussion.

Each text-based reading lesson is paired with a writing lesson, letting students hone their skills in crafting expository, argumentative, and narrative paragraphs. Each writing response requires detailed evidence from the text, and each writing lesson includes a detailed rubric for evaluating student writing along with an annotated sample response to assist tutors in providing focused and timely feedback.

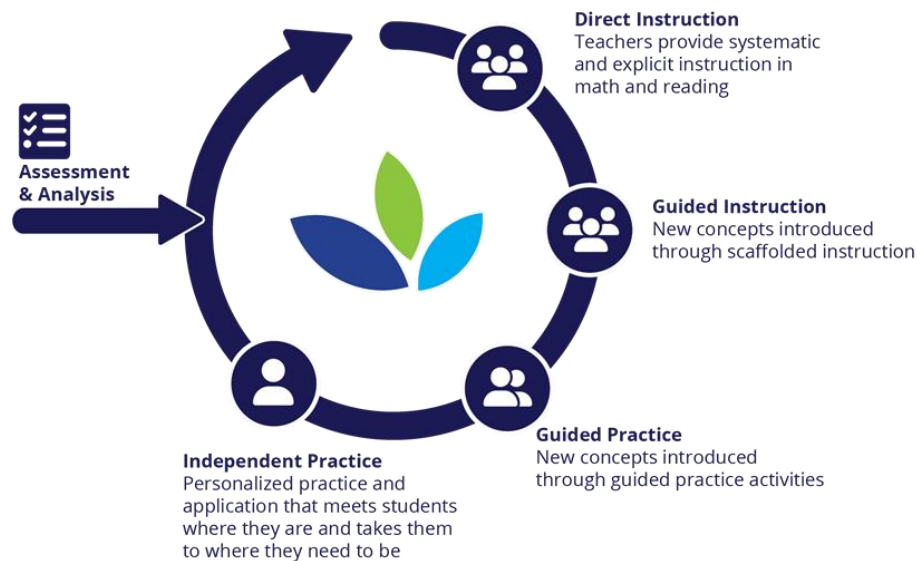
Small-Group Instructional Model

Our tutors work with small groups of students using activities that align to instructional objectives and lend themselves to differentiation to individual students' needs within a small group. We set clear and consistent expectations for student behavior and participation. Instruction includes guided peer and tutor interactive techniques to enhance student interest and attitudes toward learning, and to promote active learner engagement.

Small groups allow students to experience the motivation of peer interaction while focusing on activities designed to reinforce challenging skill areas. This opportunity for small group interaction within a nurturing environment is essential for reluctant learners, and struggling students.



The tutor emphasizes process as well as product. In each session, tutors address specific skills within a carefully crafted lesson framework. The low student-to-tutor ratio allows tutors to support and interact with each student and provide immediate feedback based on each student's performance on independent activities. Student performance is monitored and recorded on a continual basis.



Our overarching instructional model combines a diagnostic/prescriptive approach with a coherent set of research-based, best practices. Students start with an assessment to identify skill gaps and areas of need. 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 (Fisher & Berliner, 1985). Academic Learning Time (ALT) requires that students understand learning objectives, spend time actively manipulating academic content of the lesson, and engage in work that leads to high rates of independent success. Lessons are designed to create ALT for each student.

The instructional model emphasizes tutor “think-alouds” in every lesson to make the skill and thought process visible. Tutors deliver systematic, explicit instruction with scaffolding to ensure that all students succeed. Our instructional programs provide many advantages, including:

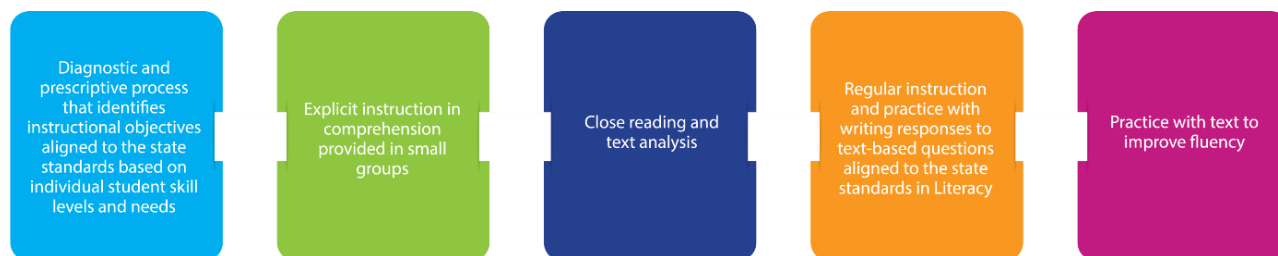
- Research-based strategies consistently refreshed to increase alignment to state standards and new research findings
- Highly structured lessons that build/reinforce skills and provide support and modeling
- Vertical alignment and scaffolding to differentiate instruction based on student need
- Built-in formative assessments that find challenge areas
- Supports for students struggling with grade-level work that affect their ability to catch up with peers and master grade-level content
- Close communication between our staff to ensure mastery of objectives
- Heightened student confidence, motivation to learn, and level of academic engagement



Tutors receive intensive training on research-validated instructional strategies and are provided with a wealth of instructional support materials to help them assess, motivate, and teach the children in their care. Individual student progress is carefully checked by the Catapult Learning tutor continually in the small group setting. Student progress is regularly observed, recorded, and monitored using a student tracker to determine next steps. This setting supports a cheerful and work-centered learning atmosphere. Expectations for student behavior and participation are clear and consistent. The physical environment exposes students to peripheral supports designed to provoke thought and discussion.

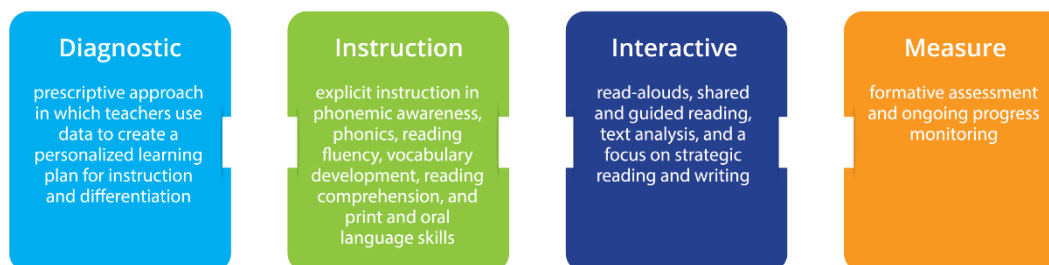
AchieveLiteracy K-5

Catapult Learning's AchieveLiteracy program is aligned to local, state, and national standards. AchieveLiteracy: Science of Reading (K-2) uses the latest research to introduce new and emergent readers to foundational reading instruction in phonological awareness, phonics, sight word recognition, and decoding practice. All grade levels of AchieveLiteracy (K-5) also strengthen new and emergent readers' essential reading, writing, speaking, and listening skills. The program provides explicit instruction in transferrable strategies to aid students as they transition into more complex texts. As



students become more confident and their reading skills improve, texts become more complex and less controlled.

Lessons are delivered in a small-group setting and have been developed to meet the diverse needs of learners. Key features include:



AchieveLiteracy 6-8

Catapult Learning's AchieveLiteracy program is aligned to local, state, and national standards, and uses a scientifically based instructional approach to strengthen the reading skills of students. AchieveLiteracy lessons are delivered in a small-group environment, which aids in meeting the diverse needs of learners. Key features include:



AchieveMath K-8

AchieveMath K-8 uses a scientifically based group instructional approach to strengthen the mathematics skills of students. Group activities and explorations supported by concrete and real-life experiences, basic skills instruction, and reinforcement are at the core of our math lessons. Key features include:

AchieveReading High School

As noted under our High-Dosage Tutoring Model, AchieveReading High School would also be utilized for our Small Group Instructional Model.

6. Annual Action Plan

6. Develop an annual action plan for students enrolled in the onsite and/or extended day tutoring program. To complete the action plan, additional information including, but not limited to, student achievement data (SOL scores, grades, and MAPs, or other test scores), will be provided by HCPS. The student progress should be reported in a measurable way. Student plans shall be in place by October 1st each year or within 2-4 weeks after placement each year of the contract.

We establish individualized student work plans. Using the assessment data provided by the district, tutors will generate initial student work plans for each enrolled student. As students' progress through the program formative assessments will guide revision of the work plan as needed. STARS, our proprietary student information system, establishes a test bank and scoring records and creates individualized student plans generated by test results to inform instruction and differentiation. This plan details a child's strengths and weaknesses as well as instructional goals and objectives. Plans are regularly updated through diagnostic instructional observations and cooperative planning with the classroom teacher. This is done both face-to-face and through our communication forms between the Catapult Learning tutor and classroom teacher.

Following the initial assessment review phase, group diagnostic portfolios are prepared and maintained



on site for each instructional group. Portfolios contain records that document progress for each individual student and for the group. The tutor refers to the Group Diagnostic Portfolio daily in planning instruction.



Long-term student gains are assessed through a pretest/posttest evaluation model using district data from SOL tests and MAP. These results are used to assess individual student growth and to identify areas for program development. Our commitment to ongoing assessment review is essential to an effective program. In addition to review of standardized achievement test information, we can analyze criterion reference test objectives set and met as desired by the district.

7. Weekly Principal Updates

7. Provide weekly updates, electronically, to the principal at each school receiving services to keep them informed. HCPS would like the option to copy additional staff on these weekly updates if requested per school. The principal will use the data from the reports in their monthly or quarterly comprehensive School Quality Plan minutes and reports.

Catapult Learning understands, acknowledges, and will comply with the parameters listed above.

B. Specific Requirements

The Successful Offeror shall meet the following minimum requirements.

1. Tutor Experience with Requested Subject Areas

1. Provide tutors that have experience in teaching or tutoring students in the following subject areas according to the Virginia Standards of Learning (SOL).

- a. Mathematics Grades 3-8 (Algebra I)s
- b. English Language Arts Grades 3-11
- c. Science Grade 5
- d. Science and Earth Science Grade 8 (Biology)

Catapult Learning can provide mathematics and ELA tutoring through either our High Dosage Tutoring model or Small Group Instructional model. Should district materials be available for our staff, we can provide tutoring in science as well in small groups.

At Catapult Learning, our most valuable resource is our people. That's why we take great care to hire staff who are effective, empathetic communicators, who are knowledgeable in their subject areas, and who have previous teaching or tutoring experience, preferably with at-risk students.

Our program for HCPS will be no different. When we welcome new members to our team, they join our mission to serve children and their families with exceptional educational experiences. Our proven curriculum and resources empower them to focus on what they love most and do best: teaching your students. We promote a culture of collaboration and passion for helping each other succeed and will keep this sentiment at the forefront of our comprehensive, integrated program in HCPS.



Catapult Learning will recruit and hire tutors who have understanding of the Virginia Standards of Learning. We will ensure that tutors have prior experience in tutoring or teaching in mathematics, ELA, and science (if district materials are available).

2. Overall Tutor Experience

2. Provide tutors that:

- a. Are experienced in working with challenged schools, are vetted by the contractor, and are capable of creating, and delivering instructions that are aligned to the SOL and division resources.
- b. Will provide instructional resources to assist the specific needs of students identified to receive services.
- c. That will work closely with HCPS teachers to create specific instructional activities.

Catapult Learning strives to employ highly qualified tutors. Tutors must hold a bachelor's or higher academic degree. We emphasize hiring tutors who have previous experience in working with challenged schools. All employees are fully vetted and receive background checks prior to being hired and placed in schools.

Catapult Learning tutors are provided with all instructional resources necessary to assist each student within the program. Our tutors will work closely with HCPS to create instructional activities that are aligned to SOL and division resources and are individualized to cater to each student's need.

We provide further details about our recruiting and hiring process in *Tab 5 – Service Approach and Implementation*, section *f. Hiring and Recruiting*.

3. New Tutor Assignment

3. Provide resumes of any new tutors that will be assigned to this contract for approval by HCPS prior to them being assigned to this contract.

If selected, Catapult Learning will gain approval from HCPS and provide them with tutor resumes prior to hiring and assigning tutors to this contract.

4. Progress Monitoring & Reporting

4. Provide follow-up information on student progress. Tutors will work under the instructional direction of a school designee. Student progress shall be reported quarterly at a minimum; determined by location's principal and/or school designee.

Catapult Learning's assessment in tutoring programs is driven by three considerations:

- Minimizing students' test-taking burden and loss of instructional time
- Providing valid and reliable measures of academic progress that meet the district's standards
- Providing useful formative information for our standards-aligned instructional programs



Catapult Learning has made every effort to provide an assessment system within our intervention programs that is flexible, efficient and meaningful.

Pre Assessment

After analysis of the pre-assessment data provided by the district, student academic achievement goals will be established, and an academic plan will be generated for each student within 30 days of the completion of the assessment.

Based on district assessment data as well as tutor observations, a specific student plan will be developed for each student via an instructional objectives database. This plan details a child's strengths and weaknesses as well as instructional goals and objectives. Plans are regularly updated through diagnostic instructional observations and cooperative planning with the classroom teacher. This is done both face-to-face and through our communication forms between the Catapult Learning tutor and classroom teacher.

Following the initial assessment review phase, group diagnostic portfolios are prepared and maintained on site for each instructional group. Portfolios contain records that document progress for each individual student and for the group. The tutor refers to the Group Diagnostic Portfolio daily in planning instruction.

Monitoring and Reporting Student Progress

Our school communication system has been designed and implemented to ensure that school personnel and our staff are working cooperatively to facilitate maximum student achievement. Individual student progress is carefully monitored by the Catapult Learning tutor on a continual basis in the small group setting.

For schools and parents/guardians, we will provide reports of student progress. Copies of the reports are shared with the principal and classroom teacher prior to distribution. Parents/guardians also can request a meeting in addition to our regularly scheduled parent/tutor conferences. A copy of the report is placed in the individual Student Audit File at the end of the school year and a copy is given to the principal for the school file.

Student Recordkeeping

We will use our proprietary student information system, STARS, for this program. It allows teachers and administrators to manage student attendance. STARS streamlines not only student registration, but also the tracking of attendance. Users will experience simplified registration with a system capable of uploading and registering students directly from a school district file, rolling students over from one year to the next, and specialized services setup. STARS also tracks student attendance through class/group setup components and creates billing reports (multiple templates), attendance summaries, and student roster counts. STARS' extensive reporting features also include report options such as student attendance and demographics, teacher ratio, and teacher utilization reports.



5. Additional Assistance

5. Provide assistance in making take-home kits for additional student review and or participation in family engagement nights/activities, parent/guardian conferences, and school data teams if requested by the classroom teacher. Teachers will provide instructional resources to the tutors to assist the students, however, teachers may require assistance as described above.

If requested by HCPS, Catapult Learning can provide additional assistance services at an additional hourly rate. We describe our additional assistance as related to the requested areas below.

Family Engagement Services

As a comprehensive provider, Catapult Learning is also experienced in providing parent and family engagement services. We are acutely aware that the success of an educational program is tied to the level and quality of family engagement. Catapult Learning provides a variety of opportunities for parents to become involved and have a voice in their child's school experience. We consult with participating school administrators and parents on an ongoing basis regarding the activities and services that we offer to parents.

In consultation with the total school community—parents and administrators, we support Family Involvement and engagement by offering innovative learning opportunities. To accommodate families' schedules, we hold workshops, seminars, and other activities early in the morning, evening, and on Saturdays. These activities are creative in nature and allow families to learn about how to use objects or resources in the home to underscore the learning that occurs throughout the school day. Make-and-take activities, parent discussion groups, meet with the principal night, and carousel activity nights are some creative examples in which parents are engaged in student learning.

We also focus on Family Math and Literacy Nights. During these evenings, the entire family learns how to work toward their goals in reading and math. On these evenings, the entire school community gets together to learn how to better support children in learning. We teach parents specific activities such as a picture walk, asking questions, making connections, or finding books for children that are at their developmental level. At the same time, families share with the teachers and administrators what they know can motivate and help their children learn in a school setting. As the first teachers, parents are as much of a resource for us as we are for them. Family Literacy and Math Nights allow us to come together and work for the good of the child. In addition, Family Learning Nights provide parents with valuable resources to use with their children, such as book bags full of books for parents to practice the strategies learned at home. We also provide parent-directed resources that expand on the concepts learned at the workshop and help to continue learning for parents at home with their children.

Parental and Family Engagement Workshops

We are pleased to provide a menu of our latest parent and family engagement workshops. We are continually adding to our offerings, and we value the input of school districts and private school administrators so that we may meet the unique needs of individual schools, teaching staff, and their



students and families. Site-specific or district-wide delivery at central locations makes attending a Catapult Learning workshop convenient for teachers and parents. Each seminar is designed to be one hour in length for up to 50 participants per workshop.

Workshop Title	Description
Setting the Stage for Learning at Home	This workshop helps families develop ways in which to support their child's homework and study skills, and tips for creating the most conducive at-home learning environment.
Learning Doesn't End at School	This workshop provides tips and strategies for families to engage their children effectively and realistically in learning activities within their local communities.
Understanding Standards	This workshop provides families with an overview of District standards and what their children will be expected to learn and be able to do.
Early Literacy and Math Skills	This workshop gives families of primary school children a developmental overview, in addition to concrete and realistic strategies, to employ with their children in typical environments to boost literacy and mathematical skills.
Choosing "Just Right" Books	This workshop helps families, in concrete ways, to gain access to and select books that match their child's reading level and interests.
Building an Outstanding Vocabulary	This workshop provides families with easy and practical strategies to help build upon their child's vocabulary at any age.
Real-World Math	This interactive workshop helps families share ideas about how math is incorporated into their daily lives, demonstrating the value of it.
Keeping Your Child Motivated	This workshop offers practical advice on keeping children motivated and engaged in school at any age.
Digital Citizenship	This workshop provides families with an overview of cyberbullying and practical advice on how their child can avoid being a victim or a perpetrator. It also offers practical ways to keep children safe while on the Internet.
Screen Time and Educational Apps	This workshop offers realistic, research-supported guidance on setting limits for children's screen time and provides the most up-to-date information/recommendations regarding educational applications that can be utilized for a variety of age ranges.
Preparing for the Test	This workshop gives families practical advice on helping students prepare to take high-stakes tests from a month in advance to the night before.
College and Career Readiness (1.5-hour session)	This workshop offers a broad overview of college and career preparedness after high school. It includes an overview of post-secondary options including college, trade schools, armed forces, and careers. However, there is a greater focus on college, including college visits, understanding the financial aid and application processes, and understanding entrance exams (SAT/ACT).
Making the Best of Summer	This workshop provides families with information about summer activities in their communities as well as ways to keep their child engaged in learning throughout the summer to avoid the summer slide.



Overcoming Your Child's Obstacles as a Family	While we all want our children to be their very best, sometimes they fail. This workshop offers strategies to help families deal with the mistakes and difficulties that students face in school, and strategies to overcome them instead of being defined by them.
Help Your Child Stay Balanced	This workshop is specifically for families of high school-aged students. It offers advice on ensuring that their teen manages a variety of demands (work, sports, socializing, etc.) while maintaining a primary focus on school.
Starting Off the School Year Right	This workshop helps families meet the challenges of the beginning-of-the-school-year demands.
Dealing with Setbacks as a Family	During this coronavirus pandemic, students across the country are having to adapt to new ways of learning and doing, which can be overwhelming. This workshop offers strategies to help families deal with the challenges students are facing right now and strategies to overcome them instead of being defined by them.
Dealing with Anxiety	The coronavirus pandemic is stressful for everyone, including parents and children. Fear and anxiety about a disease, especially one that is unknown, can be overwhelming and cause strong emotions in adults and children. How you cope with the stress and anxiety, however, can make you, your child, your family, and your community stronger. This workshop offers tips for recognizing anxiety across age groups and strategies for dealing with it.
How to Support Your Child with Virtual Instruction	Overnight, students and families have had to adapt to new ways of learning and engaging with schoolwork. This workshop provides resources to help families understand the nuts and bolts of remote learning and offers practical strategies for setting up the home to support students during this difficult time.

Workshops can be offered in-person or virtually based on the needs of the school or District.

Parent/Guardian Conferences

Catapult staff may participate in school parent/guardian conferences to discuss student progress and go over any issues that may be barriers to learning for students.

6. Background Checks

6. Provide background checks on all employees who will be providing services to HCPS. The Successful Offeror must agree to and sign HCPS Direct Contact with Students. (Attachment F).

All candidates for employment with Catapult learning complete agreements for a background check before interviewing. The Hiring Manager provides the selected candidate with instructions (local background check, criminal check, fingerprints, and child abuse check) and proceeds per local instructions. In addition, a national criminal background check is completed as part of the hiring process.

Confirmation that the background check has been started is provided to the hiring manager either by the candidate or vendor. This confirmation is often a receipt, actual fingerprint cards or a completed vendor



form from website. Employees will not start work without verification of a clear background check. Processing time for results of local background check/criminal check/child abuse check may vary by local and reporting agency. Results received by Regional Director are forwarded to Human Resources. If the individual successfully passes their background check, the date is entered into our payroll system and the report is filed in the employee file.

Catapult agrees to sign the HCPS Direct Contact with Students Form (Attachment). We have included this in Tab 1.

Catapult does not intend to subcontract for this project.

7. HCPS Reservation of Rights

7. HCPS reserves the right to request a new staff member if the Tutor is not able to fulfill the expectations of support for students needing intervention. If a staff member must be replaced, HCPS will not pay for hours unfulfilled if the contractor is unable to supply a new tutor that meets the requirements of the RFP.

If a Tutor is unable to fulfill the expectations of support for students needing intervention, Catapult Learning will provide a qualified replacement as soon as possible. We maintain an active recruitment process to ensure a full pipeline of quality candidates.

C. Reporting and Evaluation

1. Monthly Attendance Reports

1. Monthly attendance reports shall be provided to the principal of the school location where the services were provided.

We will provide monthly attendance reports to principals using our proprietary student information system, STARS, for this program. It allows tutors and administrators to manage student attendance. STARS not only streamlines student registration, but also tracking of attendance. Users will experience simplified registration with a system capable of uploading and registering students directly from a school district file, rolling students over from one year to the next, and specialized services setup. STARS also tracks student attendance through class/group setup components and creates billing reports (multiple templates), attendance summaries, and student roster counts. STARS' extensive reporting features also include report options such as student attendance and demographics, tutor ratio, and tutor utilization reports.



2. End-of-Year Reports

2. The Successful Offeror will submit an annual end-of-year program report to the principal at the school location where the services were provided and a consolidated report to the Director of School Quality and the Director of Funding department by August 1st of each contract year to include an overview of how services provided improved achievement, test scores and programmatic recommendations for the next contract year.

All services to children must be in a state of continual improvement. Therefore, program evaluation is and has been a hallmark of Catapult Learning instructional services. Typically, we gather as much data as possible to obtain an unbiased and accurate picture of program effectiveness.

Quantitative data from the district in the form of comparable pre- and post-test standardized test scores, is critical. However, evaluation does not end there. It is also necessary to discover attitudes and perceptions about the program from all of the persons connected with student achievement. This includes classroom teachers, principals, the parents, and frequently, the students themselves.

In addition to standardized test data collection and frequent school visits, we annually survey schools, parents, and students. When we analyze the information from these sources, we use it for program enhancements or adjustments where necessary. This is the Catapult Learning way of ensuring continual improvement. This information in detail, along with program highlights, timeline, and other evaluation data is provided to the District annually in an end-of-year report.

Catapult Learning's end-of-year report will be delivered to the district by August 31 of each year and contain the following:

- Demographics of the students served through the program, i.e., number of students at each school by gender, race/ethnicity, and grade level.
- Summary of services provided:
 - Description of the curriculum.
 - Total number of hours of service provided, by school and by subject, and average number of students academically engaged during each hour provided.
 - Average number of hours per-student engagement, by school and by subject.
 - Description of parent engagement activities (if selected)
 - Total number of activities provided by school, topic, and average number of parents engaged in each activity.
- Evaluation of student academic progress:
 - Review of district standardized test (criterion-referenced or norm-referenced) at least twice (pre- and post- in a single year or results from the previous and the current year); a summary of academic achievement of the students tested and a copy of the results provided by the testing company for each administration.
- Evaluation of parent engagement activities (if selected)



- Summary of survey of parents concerning satisfaction with parent engagement activities and access to the original surveys, upon request.
- Program highlights and recommendations for improvement (if Catapult Learning is contracted to deliver services in the next school year)

D. Invoicing

D. Invoicing: Itemized invoices must be submitted monthly to Henrico County Public Schools, PO Box 23120, Henrico, VA 23223. Invoices must reference the purchase order number, contract number, date of service, number of hours that the service was provided, location services were provided and number of students served.

Catapult Learning understands, acknowledges, and will comply with the parameters listed above.

E. Quotes

E. Quotes: The Successful Offeror's quotes for orders shall reference the County contract number and not contain any additional terms and conditions.

Catapult Learning understands, acknowledges, and will comply with the parameters listed above.



Tab 3 - Default, Termination and Barred Certification Statement

Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

We acknowledge this requirement.



Tab 4 – Experience and Qualifications

In this tab, Offerors should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offerors should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing services solicited in this RFP. Discuss the firm's current workload. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

a. Years in Business

a. Years in business;

For 48 years, the Catapult Learning family of companies have partnered with education institutions, government agencies and community groups to provide outcome-based learning programs that are tailored to individual student needs and that produce positive academic results. Catapult Learning is currently the largest, most experienced provider of contracted educational services to schools and school districts nationwide – we currently provide more than 50,000 services in over 500 school districts. Catapult Learning has the background and experience to serve diverse communities, paying special attention to the needs of English Language Learners (ELL), Students with Disabilities (SWD), and Students of Color (SOC). Our company headquarters is located at: 150 Rouse Blvd., Suite 210, Philadelphia, PA 19112. Our telephone number is 215-592-7000.

Schools and districts trust Catapult Learning to improve student outcomes and build sustainable organizational capacity. We deliver on this promise through three systems of comprehensive and collaborative services, each focused on the educational outcomes for the entire community.

Our professional development programs include workshops and institutes, high-impact coaching, needs assessments, and school transformation solutions. Our professional learning solutions can be organized to support the capacity building of leaders to co-create the goals, benchmarks, and outcomes to promote successful implementation.

Our instruction programs include our reading and math intervention programs, STEM offerings, formative assessments, and summer school. Our student and family support offerings include whole-child support, family connections, mentoring and tutoring, counseling services, and speech and other therapies. Catapult Learning focuses on closing the skills gap while building student confidence and motivation to learn, while providing programs that build bridges between students, families, and schools.

Our research-based professional development, curriculum, and instructional systems are essential to the quality and success of our programs. As we consider effective teaching to be the catalyst for measuring and improving student performance, we aim to partner with schools to support individual student needs and achieve the best possible results. With experience building capacity among leaders and teachers, as



well as providing direct student programming to those with intense behavioral, academic and language needs, we are uniquely positioned to deliver the proposed services.

b. Years in Business under Present Name

b. Years in business under present name and;

We have been operating as Catapult Learning, LLC, since 2008 (16 years).

c. Staff Resumes

c. Resumes and other information (licenses, certifications, background check, etc.) to be assigned to the contract.

Our project team for this engagement will include:

- Diane Rymer, Territory Vice President
- Rochelle Schneickert, Vice President of Virginia Programs
- Deborah Jones, Area Manager
- Devon Wible, Vice President, Academics
- Matt Dawson, Vice President, Research and Evaluation

We include resumes for these individuals on the following pages. For our tutoring staff, we will provide background check and other relevant information as they are hired.



Diane Rymer – Territory Vice-President

Catapult Learning Experience (and predecessor companies)

Territory Vice-President	2016-Present
Vice President, Professional Development	2013-2016
Director, Professional Development Programs	2011-2013
Catapult Learning, LLC	

Other Relevant Work Experience

Supervisor, Department of Professional Development	2006-2008
Baltimore County Public Schools	Towson, MD

- Designed and facilitated PD based on identified needs and in support of best practices
- Integrated technology into a variety of professional development offerings both face to face and online
- Developed and maintained online learning communities that strengthened and extended the professional growth of instructional personnel
- Managed the implementation and budgets of grants in support of high-quality professional development
- Facilitated communication and program development between the departments and offices in BCPS

Assistant Director of Professional Development	2004-2006
Maryland Public Television	

- Led and supervised the members of MPT's professional development team
- Developed and implemented face-to-face and online professional development initiatives for teachers throughout Maryland based on the effective use of technology in instruction
- Facilitated the ongoing production of online teacher materials aligned to state and national standards
- Coordinated with the Johns Hopkins University Center for Technology in Education to ensure the use of a systematic assessment-based instructional design process in the creation of online activities and assessments that effectively met targeted learning outcomes

Manager of Professional Development	2002-2004
<ul style="list-style-type: none"> • Designed, organized and implemented professional development trainings for a variety of MPT education grant projects, including Star Schools, Ready to Teach, NTTI, TeacherLine and Connections • Maintained monthly publishing responsibilities through the content management system of MPT's Web portal, Thinkport • Supervised employees to ensure quality work products and deliverables 	

Teacher	1996-2002
Baltimore County Public Schools	

Education

The Johns Hopkins University	Baltimore, MD
M.S., Technology for Educators	2001
Loyola University Maryland	Baltimore, MD
B.A., Elementary Education	1996

Certification

School Leaders Licensure Assessment (Passed with a score of 195)



Rochelle Schneickert – Vice President of Virginia Programs

Catapult Learning Experience

Mid-Atlantic Region, Vice President

2012- Present

Catapult Learning, LLC

- Oversee operations of Virginia services for public and private school programs and services to include intervention programs, school transformation, and professional development services
- Manage contract administration, compliance, and compliance training for U. S. Department of Education (USED) Title I Federal Bypass contracts and for Department of Defense Education Support Services contracts for active duty, reserve, and national guard soldiers

Contract Administrator

2012-Present

- Title I contracts providing educational services for nonpublic school children in 14 public school districts in Virginia and 53 in Missouri
- Monitor Title I requirements for full implementation of Title I Bypass requirements
- Conduct annual on-site compliance reviews in Virginia and Missouri to observe instruction, review records and check staff understanding of Title I requirements.
- Provide compliance training for Title I program directors and our program delivery supervisors.
- Conduct annual Title I consultations for nonpublic school officials to provide an overview of the requirements of Title I Bypass services and updates Title I processes and procedures.
- Conduct monthly reviews with USED officials on current performance.
- Coordinate completion of the Annual Evaluation of Services and external audits required by Title I Bypass contracts

Other Relevant Experience

Director, Compensatory Education Group

1999-2012

Non-Public Educational Services, Inc.

- Developed NESI compliance policy and management of the Compensatory Education Group,
- Ensured contract compliance with federal regulations.
- Initiated new contract start-up processes and checklists.
- Monitored quality control processes.
- Established budgets and developed comprehensive overviews and training for program directors, supervisors, and project managers.

Education

Virginia Polytechnic Institute and State University

Master's Degree – Educational Administration

University of North Georgia

Bachelor's Degree – Chemistry

Certifications

Commonwealth of Virginia; Chemistry; Endorsement: Middle and Secondary Principalship -2030



Deborah S. Jones – Area Manager

Catapult Learning (and Predecessor Companies)

Area Manager **2019-Present**
Catapult Learning, LLC Richmond, VA

Professional Development Consultant **2018-2019**
Catapult Learning, LLC Richmond, VA

- Staff development in public and parochial schools. Some topics include: alignment of the written, taught and tested curriculum, differentiated instruction, modifications vs. accommodations in the classroom, learning environment, student engagement, aligned curriculum writing, understanding and using the table of specifications, understanding and using data and more.

Director of Achievement, Literacy/Leadership **2012-2018**
Catapult Learning, LLC Richmond, VA

- Turnaround partner for schools that are in Priority Status due to failing Standards of Learning (SOL) scores. Coaching and training include leadership coaching, professional development, teacher coaching, curriculum development, instructional and curriculum alignment, and curriculum writer for Franklin City Public Schools and Danville Public Schools.

Other Relevant Experience

English Instructor **2010-2013**
Virginia Union University Richmond, VA

Adjunct English Instructor **2010-2013**
Bryant & Stratton College Buffalo, NY

School Administrator, Elementary and Secondary **1998-2010**
Henrico County Public Schools Richmond, VA

Teacher, Reading Specialist **1988-2000**
Henrico County Public Schools Richmond, VA

- Prepared and delivered English and Reading instruction for students in elementary through secondary instruction
- Presented curriculum development workshops
- Reviewed textbooks for adoption
- Coordinated and conducted Best Practice Workshops in Various Contents (Reading, English, ESL) for elementary and secondary instruction
- Taught evening writing classes at Rappahannock Community College
- Developed a high school reading/writing program for college bound students
- Conducted workshops on college retention to community colleges and Saint Paul's College
- New Teacher Trainer and Coach – Henrico County Public Schools

Education

Virginia Tech Blacksburg, VA
Doctoral Candidate, Educational Leadership

Virginia Commonwealth University Richmond, VA
Endorsement in School Administration and Supervision 1998



Old Dominion University
M.S.Ed., Reading

Norfolk, VA
1988

Hampton University
B.S., Education

Hampton, VA
1977

Other Highlights

Principal of the Year, Elementary Schools, Henrico County Public Schools

2002-2003



Devon Wible – Vice President, Academics

Catapult Learning Experience

Vice President, Academics	2019-Present
Vice President, Product and Curriculum Development	2018-2019
Executive Director, Product and Curriculum Development	2017-2018
Catapult Learning, LLC	

Other Relevant Experience

Senior Director, Product Development	2016-2017
Advancement Courses	New York, NY

- Led large Product Team to develop and oversee 190+ graduate-level courses, including print-based and asynchronous online programs
- Oversaw grading and facilitation for 12,000+ print and online learners annually, including facilitator training and setting up processes to moderate discussions boards and provide rubric-driven feedback on benchmark assignments and final projects
- Analyzed research and education trends to develop product plan and aid Marketing team in developing content marketing tools
- Led the development of RFPs for district partnerships in NYC and LAUSD
- Played integral role in selecting new LMS and oversaw migration of 100+ courses in a tight timeline

Executive Director, Content and Curriculum	2013-2016
Executive Director, Academics	2011-2013
Director, Product Development and Operations	2009-2011
Social Studies Curriculum Manager	2007-2009
Kaplan Teacher and Tutor (PSAT, SAT, ACT, GRE, and GMAT)	2006-2010
Kaplan Test Prep	New York, NY

- Led curriculum development for 100+ College Prep, K12, and Publishing products, including asynchronous online, live online, classroom, and tutoring programs as well as custom programs
- Oversaw development for test changes, including the creation of 50+ new College Prep, K12, and Publishing programs for the redesigned PSAT, SAT, ACT, and APs
- Partnered with K12 Implementation and Sales teams to develop new and modify existing products
- Managed College Prep, K12, and Publishing Curriculum teams, including 10 directors, managers, and content developers; built and maintained relationships with internal partners, vendors, and freelancers
- Partnered with training teams to create PD and training for instructors and internal stakeholders; Developed PD for external stakeholders, including districts, CBOs, leadership, teachers, and parents

Social Studies Teacher and Coach	2004-2007
Camden High School	Camden, NJ

Social Studies Teacher and Coach	2001-2002
Montgomery High School	Montgomery, NJ

Education

University of Kansas	Lawrence, KS
M.S.Ed Curriculum and Instruction	
Princeton University	Princeton, NJ
B.A., History; Certificate in Secondary Education	2001



Matt Dawson – Vice President of Research and Evaluation

Catapult Learning Experience

Vice President of Research and Evaluation 2022-Present
Catapult Learning, LLC

Other Relevant Experience

Senior Director, Efficacy and Implementation Research 2022-Present

Director, Efficacy and Implementation Research 2020-2022

Manager, Efficacy and Implementation Research 2019-2020
Curriculum Associates Remote

- Drives the efficacy and implementation research agenda and communicating results to various internal stakeholders, external audiences, and national research clearinghouses
- Works with the Vice President of Research and other executive leadership across CA to determine the highest priority research projects that illustrate the impact of educational programs on student learning and identify areas for program and implementation enhancements
- Collaborates with various teams at CA (e.g., instruction, professional development, implementation, customer success, service), the Vice President of Research and other executive leadership to determine annual research priorities
- Establishes and manages strategic relationships with university research partners, research vendors, consultants, and nationally recognized experts in educational research
- Builds the research capacity at CA through the management and oversight of 3 senior and 5 junior Efficacy and Implementation research staff

Vice President 2013-2019
Advance Education, Inc. (now Cognia) Atlanta, GA

- Responsible for directing, designing, managing and implementing the organization's research and evaluation program
- Designed and conducted quantitative and qualitative research for internal and external clients using large (4m+ records) datasets
- Responsible for research and evaluation projects for internal and external clients
- Oversaw the re-design, testing, psychometric analysis, and deployment of large-scale surveys for over 10 different large-scale surveys and inventories reaching over 3m respondents annually
- Provided data analysis of internal metrics related to performance of various mission-critical initiatives

Managing Director 2010-2012
American Institutes for Research

- Responsible for direct management of a portfolio of grants and contracts totaling over \$9 million annually with 7 senior staff reports and a total staff of 25 employees
- Worked with executive leadership to develop, implement, and monitor business plans focused on revenue growth and exploring new market possibilities
- Identified funding opportunities and responsible for putting together and leading proposal writing teams
- Monitored progress of senior staff on high visibility/high risk contracts and grants
- Led group responsible for winning federally funded Regional Educational Laboratory contracts totaling \$55 million

Executive Vice President 2009-2010

Director, REL Midwest 2008-2012

Deputy Director 2006-2008



Senior Program Associate

2005-2006

Program Associate

2002-2005

Learning Point Associates (merged with American Institutes for Research)

- Responsible for the delivery of over 60 individual project deliverables on time and on budget annually to the Institute of Education Sciences in the U.S. Department of Education
- Led in the design and development of rigorous experimental research projects
- Responsible for all reporting and ensuring that research projects met institutional review board requirements
- Lead the development of project teams that dramatically increased output while maintaining staff size
- Consistently increased contract performance-based award fees every year.

Education

Ohio State University

Ph.D., Human Development and Family Science (Major: Marriage and Family Therapy)

2002

University of Georgia

M.S., Child and Family Development

1997

Yale University

B.A., Psychology

1993

Certifications

Pragmatic Marketing – Level III (Foundations, Focus, Build)



d. References

d. References for other government entities Offerors are providing services of similar size and scope.

We include our references in the table below.

Client Name	Contact Information
School District of Philadelphia 440 North Broad Street Philadelphia, PA 19103	Karla Wargo Director, Non-Public School Programs 215-400-5444 kmwargo@philasd.org
Reading Public Schools 800 Washington Street Reading, PA 19601	JuliAnne Kline Assistant Superintendent, Teaching and Learning 484-258-7000 x10141 KlineJ@readingsd.org
Salem Public Schools 29 Highland Avenue Salem, MA 01970	Kate Carbone Deputy Superintendent 978-740-1214 kcarbone@salemk12.org



Tab 5 – Service Approach and Implementation

In this tab, Offerors should provide in detail, their approach to fulfilling the scope of services being solicited in this RFP and demonstrate their compliance with the requirements of the Scope of Services. Offerors shall provide, at minimum the following information:

a. Project Team

a. project team,

Our project team for this engagement will include:

- Diane Rymer, Territory Vice President
- Rochelle Schneickert, Vice President of Virginia Programs
- Deborah Jones, Area Manager
- Devon Wible, Vice President, Academics
- Matt Dawson, Vice President, Research and Evaluation

b. Project Management

b. project management

Program management for our instructional offerings includes ongoing supervision, training, reporting and all coordination required to ensure a successful engagement.

Personnel Management

All tutors in Catapult Learning programs meet or exceed minimum requirements. Many of our tutors have graduate degrees or multiple certifications. Catapult Learning Program Supervisors have extensive classroom experience. Our regional and central management team members are veterans within the educational sector. All prospective personnel undergo criminal background checks, and extensive professional and personal reference checks. We provide a replacement tutor from our approved tutor list when the tutor is absent for more than a week to ensure complete and continuous service.

Tutor Training

Prior to working with students, we require all tutors and teachers to participate in initial training. New teachers and tutors receive four days of training before working with students, and returning staff receive two days of training before working with students. Teachers and tutors also complete 3-9 hours of training per month throughout the school year.

Training topics typically include the following:

- Unique needs of Title I students (for our Title I programs)



- Administering assessments
- Program lesson design and pacing guidelines
- Program materials
- Monitoring student progress
- Strategies for working with English Language Learners and students with special needs
- Differentiating instruction
- Title I documentation requirements (for our Title I programs)

We also provide follow-up workshops to review instructional practices and reinforce key program components. It is at these initial trainings that the secular nature of the program and all its implications are reinforced with teachers and all staff members in our partnerships with non-public schools, when applicable.

Ongoing Supervision and Support

We meet with our tutoring staff regularly to ensure that all aspects of the program are properly implemented. Program Supervisors routinely observe tutors and monitor the quality of services. Results of the OWL are logged into our quality assurance database. Our Instructional Excellence Team also support each program. The team assists with tutor training, monitors instructional quality, and provides ongoing support and coaching as needed.

We require our tutors to communicate with Instructional Program Supervisors in written and oral format expressing concerns and progress of students in the program. We complete tutor reviews and compliance checks for each site to ensure the tutor maintains our quality standards.

OWL (Observations and Walkthroughs for Learning)

Operators and members of the Instructional Excellence Team conduct frequent site visits and report on outcomes to the Regional Director, Territory Vice President, and the Vice President of Instructional Excellence. The Program Supervisor reviews all reports submitted by our tutors or tutors, and parents, administrators, and classroom tutors to ensure quality and accurate reporting. If the Catapult Learning program is less than optimal in one or more areas, we immediately take steps to correct the problem.



Data from classroom observations and compliance visits is recorded using OWL (Observations and Walkthroughs for Learning). OWL is our online observation and growth tool that allows Instructional Specialists to perform comprehensive, detailed lesson observations and brief, focused walkthroughs to support the ongoing development of the tutor corps. The tool simplifies record-taking of tutor behaviors that align to Catapult Learning's core tutor competencies. Observers can attach photographs, video and/or clips, and brief or detailed notes on what they have seen. When complete, observers send data wirelessly to an Internet-based dashboard, where Instructional Specialists can view individual and aggregated data on tutors and monitor changes in performance over time.



Each tutor receives a formal observation a minimum of twice yearly, with informal observations and visits in-between. After we complete all observations, observers collaborate to determine trends in areas of strengths across classrooms and areas in need of improvement. This process models best practices in how to:

- Observe instruction
- Triangulate observation data
- Identify potential PD needs based on observed data

Our program supervisors serving in our intervention programs are experienced in gathering classroom observation data and designing professional learning plans in response to the data.

c. Instruction Aligned to VA SOL and HCPS Division Resources

c. discuss how tutors assigned to this contract will deliver instructions that are aligned to VA SOL and HCPS division resources

Alignment to VA SOL

All of Catapult Learning's curricula are meticulously aligned with the Virginia Standards of Learning (SOL) through several key strategies, ensuring that tutoring sessions are both relevant and effective for students in Virginia schools. Tutoring session alignment includes:

- **Individual Assessments:** Students are assessed using tools that measure their understanding of SOL content. These assessments help identify specific learning gaps and strengths.
- **Personalized Learning:** Based on assessment results, personalized learning plans are created for each student, targeting SOL areas where they need the most support. This individualized approach allows for focused tutoring sessions that are directly relevant to students' needs.
- **Standards-Focused Instruction:** Tutoring sessions employ instructional strategies that are proven to be effective in teaching the SOL content areas. These strategies might include direct instruction, guided practice, and application of skills in context.
- **Communication with Schools:** Catapult Learning ensures regular communication with schools and districts regarding student progress. This collaboration helps ensure that tutoring is complementary to classroom instruction and aligned with schoolwide learning objectives.

We can provide direct curriculum alignment information upon request.

Alignment to HCPS Division Resources

Catapult Learning will ensure that our instructional services are aligned to HCPS Division Resources.



d. Measurable Outcomes

d. projected measurable outcomes for each contract year to include the improvement of academic achievement and the promotion of students to the next grade level.

Catapult Learning creates projected measurable outcomes for each contract year, focusing on the improvement of academic achievement and the promotion of students to the next grade level in its tutoring programs, through a systematic and data-driven approach. This process typically involves:

- **Student Assessments:** At the beginning of the contract year, Catapult Learning conducts comprehensive assessments to understand the academic levels of the students enrolled in the tutoring program. These assessments measure skills and knowledge in core academic areas, aligned with state standards or specific learning objectives of the program.
- **Academic Achievement Goals:** Based on the initial assessment and in collaboration with the school district or educational partners, Catapult Learning sets specific, measurable goals for academic achievement.
- **Individualized Tutoring:** Using the pre-test data, personalized learning plans are created for each student, targeting areas of need and aligning with the set outcomes. These plans designed to address growth and academic success.
- **Continuous Adjustment:** Learning plans and instructional strategies are continuously adjusted based on ongoing assessment data to ensure that tutoring remains focused on meeting the targeted outcomes.
- **Regular Assessments:** Students are regularly assessed to monitor their progress towards the academic goals. These assessments provide data that is critical for evaluating the effectiveness of the tutoring program and making necessary adjustments.
- **Regular Reporting:** Tutors use formative assessments to monitor progress, including detailed analyses of how the tutoring program is contributing to academic achievement and grade-level promotion.
- **Collaboration:** Engaging with educators, parents, and students to ensure a collaborative approach to meeting the educational goals, facilitating an environment that supports academic success and grade-level advancement.

Through these deliverables, we ensure that each contract year is approached with clear, measurable outcomes in mind, focusing on both improving academic achievement and promoting students to the next grade level. This goal-oriented, data-driven approach allows for continuous evaluation and adjustment of the tutoring program to maximize its impact on student success.

e. Sample Reports

e. sample reports as discussed in the scope of Services.



We include sample pages from our end of year report template beginning below. Additional samples are available upon request.



School District Name

Program Summary

2022-2023

CONTACT US:
info@catapultlearning.com
800.841.8730
catapultlearning.com



Catapult Learning

Thank you for choosing Catapult Learning as your provider for educational support services!

Catapult Learning is dedicated to providing education solutions that generate demonstrable academic achievement and better life outcomes for students, regardless of the learning barriers or other challenges they may face. Our team of over 5,000 educators works to achieve sustained academic gains and build teacher and leadership capacity through evidence-based programs that include student instruction and family support services, professional development, special education and alternative education programs. Utilizing a suite of proprietary, research-based programs, Catapult Learning works with students and teachers in public and nonpublic schools throughout the country and around the globe.

We have been pleased to provide you with quality education services during the 2022-2023 school year and look forward to continuing services with you in the years to come. We encourage you to contact your school partnership's representative with comments or concerns:

Contact Name: XXX-XXX-XXXX

Instructional services were provided and supported by:

- XX, *Instructional Supervisor*
- XX, *Area Manager*
- XX, *Regional Director*
- XX, *Territory Vice President*

Funding for services was provided by:

- XXX



Program Summary | School District Name

Program Success

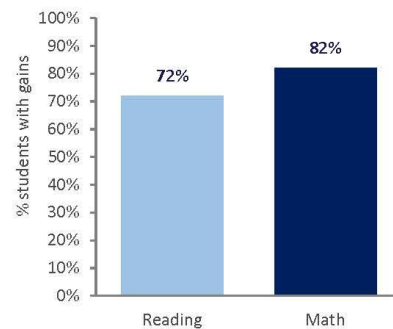
During the 2022-2023 school year, Catapult Learning provided services to XX schools in the School District Name, including:

XX services in AchieveReading

XX services in AchieveMath

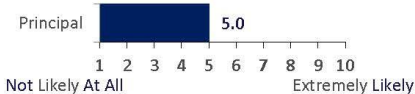
Test Scores

XX% of students demonstrated assessment gains in reading and XX% in math.



Satisfaction

Principals (n=X) reported likelihood of recommending Catapult Learning services as XX on a 10 point scale.



Surveys were completed by [# teacher survey] classroom teachers, and [percent of 3& 4 ratings on teacher survey q7]% agreed that they were satisfied with the in-person Catapult Learning program. Furthermore [percent of 3& 4 ratings on teacher survey Q5 Virtual]% agreed they were satisfied with the Catapult Learning Distance program.

Surveys were completed by [# parent instruction survey] parents, and [percent of 3 and 4 ratings on parent instruct survey q4 In-Person]% agreed that they were satisfied with the in-person Catapult Learning program. Furthermore [percent of 3& 4 ratings on parent survey Q4 Virtual]% agreed they were satisfied with the Catapult Learning Distance program.



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Appendix A: Achievement Results



Program Summary I **School District Name**

Appendix B: Survey Results

Appendix C: Professional Development

Appendix D: Parent Involvement Materials



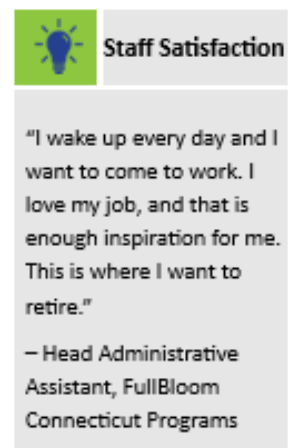
f. Hiring and Recruiting

f. discuss the process utilized for hiring tutors, (i.e.) background checks, education, experience, certifications, etc.

Hiring Best Practices

We extensively interview and evaluate all our employees to ensure they can provide quality educational services and work effectively with children. We recruit via many online education and job sites, 3rd party recruiters, our website, other online career sources, and referrals. In each market, we partner with local colleges and universities to identify graduates and potential candidates who know the community and would be a local asset to our organization's work. We screen each candidate, conduct interviews, and check their references and teaching licenses.

All staff directly serving students will submit to a criminal record clearance required by HCPS prior to the implementation of service to students. We welcome recommendations from school administrators and HCPS for candidates for after school tutoring positions, when applicable. We will confer with HCPS project administrators regarding hiring and dismissal policies of our local staff. We also comply with applicable state and federal employment laws. We hire professionals with significant teaching experience and/or student teaching experience and a strong work ethic, honesty, and initiative.

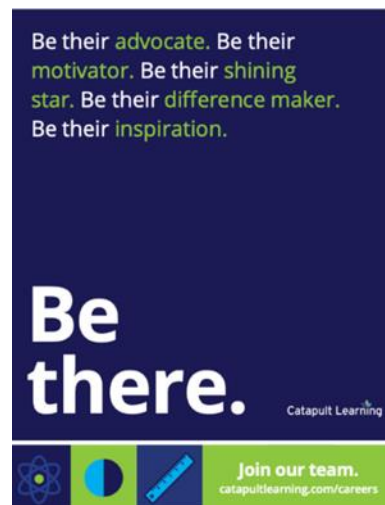


Recruitment Plan

Our Catapult Learning employer brand is used in all our recruitment marketing efforts (online and offline) and is targeted toward our candidate profiles or personas. The employer brand concept allows us to stand out to attract the talent we need and connect with candidates across audiences in the challenging educator-recruitment landscape.

Catapult Learning has a robust recruitment marketing toolkit that was crafted with consistent and authentic candidate-facing visuals that encapsulate the Catapult Learning employee value proposition. The recruitment marketing toolkit includes a wide range of print and digital marketing assets leveraged by recruiters and hiring managers. We include an example of our digital marketing materials in the accompanying graphic.

Recruitment and staff retention are year-round processes and having a proactive plan dramatically improves outcomes. We find that creating plans that focus on prioritized seasonal hiring targets and activities within our control lead to the highest level of satisfaction and engagement for the team. Plans generally include short-term and





long-term strategies that will gain results in the current year, as well as results in future years. We summarize some of the highlights below.

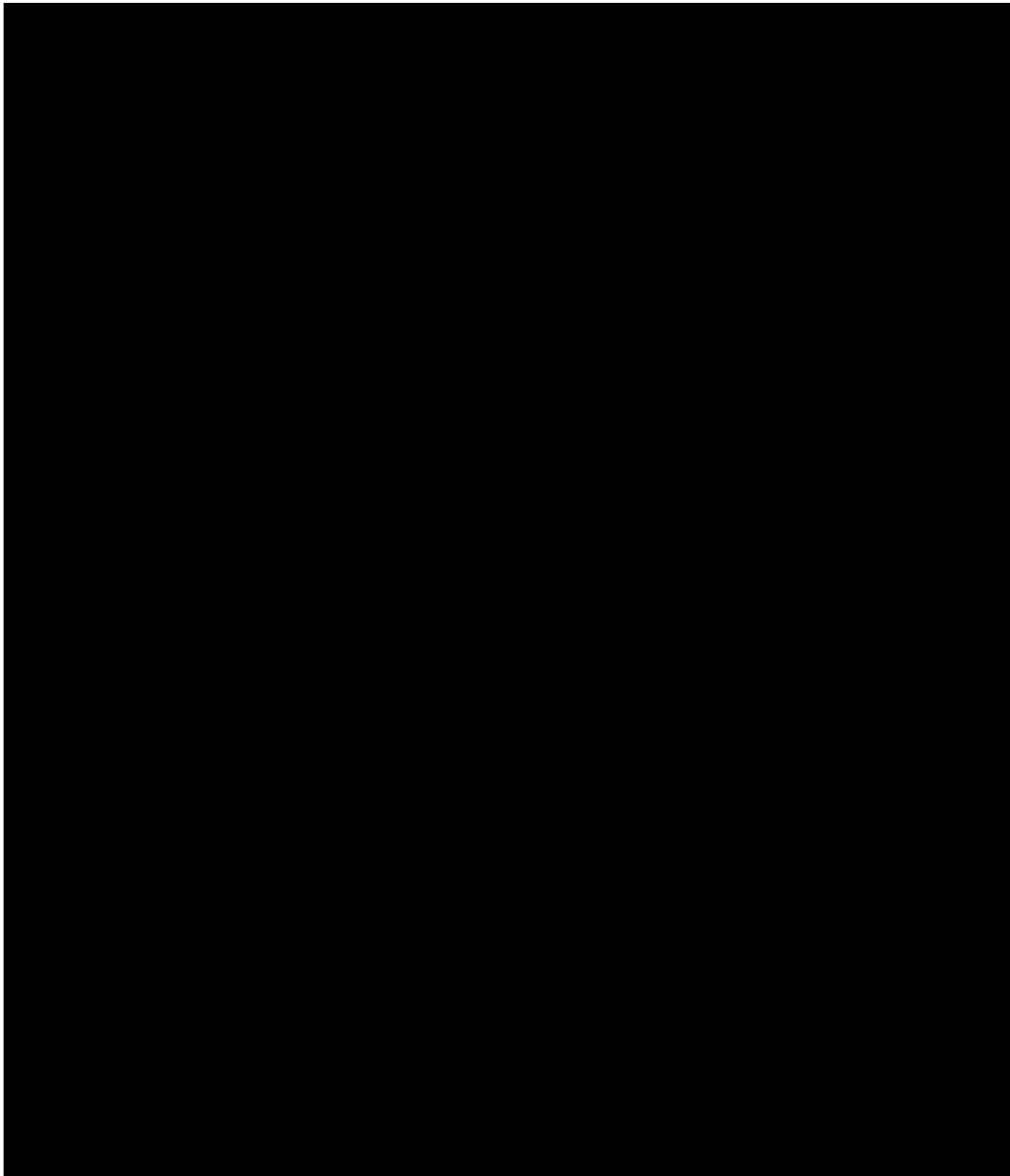
- Multiple recruiting sources, including a passive recruiting campaign, posting across all major job aggregators (including Indeed, Glassdoor, ZipRecruiter, LinkedIn, etc.), referrals, and other job sources
- Active recruitment strategies, including programmatic advertising, search-engine marketing (SEM), sourcing via databases including Indeed and LinkedIn, paid advertising on Indeed, hosting online and in-person hiring events, third-party recruiters, or social media and marketing campaigns, proactively identifying opportunities and considering candidates prior to need, and establishing a recruitment and hiring foundation/bridge with internal partners
- Referrals are also an important factor and an area of opportunity

Personnel Management

To help assure quality services, we developed a personnel management system designed to motivate staff, develop their skills, and recognize them for their commitment. All full-time employees receive a benefits package which includes a copayment health and dental plan, a 401(k) plan, and sick and personal leave. We also provide all new employees with a personnel policy handbook, which describes all benefits and personnel policies. We encourage and support our employees in personal and professional growth. In the event a tutor assigned to a school leaves our employment, we will provide a qualified replacement as soon as a qualified replacement can be found. To ensure continuation of services, we never stop recruiting and seeking out quality candidates, even when there are no vacant positions. This ensures that we have an active and full pipeline.

Equal Opportunity Employer (EEO) Policy

Catapult Learning is an Equal Opportunity Employer. Catapult prohibits discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to age, color, gender, disability, marital status, civil union/domestic partnership, national origin, ancestry, citizenship status, race, religion, creed, sex, pregnancy, childbirth and related medical conditions, gender identity, gender expression, sexual orientation, political affiliation, veteran status, uniformed service member status, genetic information (including testing and characteristics) or any other consideration protected by federal, state or local law. We value our employees and have maintained positive morale, steady motivation, and minimal staff turnover by communicating this to our staff. Our experience in employing and managing large numbers of professionals renders us a reliable service provider.





Tab 7 – Exceptions

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

In this section, we have included a sample agreement for review.

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement is effective as of {{Effective Date}} by and between Henrico County Public Schools (the “**Customer**”) and CATAPULT LEARNING, LLC (“**Provider**”) (the “Agreement”).

The parties agree as follows:

1. **Term.** This Agreement will commence on the date listed above and terminate on {{Termination Date}} (the “**Term**”).
2. **Scope of Services.** Provider will provide as the services as described in Exhibit A (the “Services”) for the {{School Year(s)}} School Year(s).
3. **Provider Responsibilities.**
 - (a) **Services.** Provider will deliver Services in a professional manner in accordance with recognized industry standards for similar services and qualified personnel will be assigned for that purpose. In providing the Services, Provider and its personnel shall exercise reasonable care. Provider cannot guarantee or assure the achievement of any performance objective, nor can Provider guarantee or assure any particular outcome for Customer, Non-Public School, student or any other person as a result of this Agreement or the performance of the Services. Delivery of the Services will include use of certain proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials of Provider.
 - (b) **Distance Learning Delivery Permitted.** Provider may deliver any portion of the Program when necessary, via distance learning to the extent practicable at the same rates set forth in this Agreement. Delivery of the Program via distance learning does not require consent from the Customer.
 - (c) **Control of Program Staff.** Staff who provide the Services are Provider employees or independent contractors (“Provider Personnel”).
 - (d) **Change in Circumstances.** Provider will inform the Customer if it learns of any change in circumstances at a non-public school receiving the Services that may affect delivery, including changes to administrative personnel, at the non-public school where the Services are delivered or if the non-public school’s funding allocation has been expended.
4. **Customer Responsibilities.**
 - (a) **Student Placement.** The Customer will consult with Provider regarding the placement of students for participation in a program to receive Services.
 - (b) **Non-Solicitation.** During the Term of this Agreement and for a period of twelve (12) months thereafter (the “Non-Solicitation Period”), the Customer shall not, either directly, indirectly through a third party, hire, or hire for the benefit for a third-party, nor solicit for employment any Provider employee or independent contractor. The Provider may waive the Customer’s requirement not to solicit the Provider employee or independent contractor upon request and is effective only if in writing. If the Customer hires any Provider employee or independent contractor during the Non-Solicitation Period then the Customer 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 Provider employee or independent contractor accepts employment with the Customer. The Commission is non-refundable.

- (c) Change in Circumstances. Customer will inform the Provider if it learns of any change in circumstances that may affect the delivery of the Services, which includes any change in administrative personnel, either at the Customer or the non-public school recipient of Services, or any change in funding for the Services.
- (d) Change in Administrative Personnel. In the event there is a change in Customer personnel assigned to oversee or manage this Agreement, the Customer will schedule a meeting between Provider and newly hired or appointed Customer personnel as soon practicable but no later than sixty (60) days from their start date.

5. **Fees and Payment**

{{Not Nursing}}. [[

- (a) Fees. The Customer shall pay Provider a(n) {{Fixed Fee}}. [[Fixed Fee]] {{Hourly Rate}}. [[Hourly Rate]] {{Per Session Rate}}. [[Per Session Rate]] {{Per Group Rate}}. [[Per Group Rate]] {{Other}}. [[{{User Explanation}}]] of \$ {{Fee}} (the “Fee”) for the delivery of the Services {{Not To Exceed}}. [[with a(n) Not To Exceed Amount of {{NTE Amount}}]] {{Estimated Not To Exceed}}. [[with a(n) estimated annual contract amount of \$ {{Contract Amount}}]].
- (b) Invoicing and Payment. Provider will invoice the Customer monthly, unless otherwise agreed to by the parties. {{Equal Installments}}. [[Fixed Fees will be billed in {{Number of Monthly Installments}} equal installments starting {{First Month To Bill}}.]] {{Not Equal Installments}}. [[{{User Description}}]]. Payments for the Services are due within thirty (30) days of the invoice date and are nonrefundable unless otherwise agreed in writing. The Customer is responsible for all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services provided pursuant to the Agreement. If the Customer claims tax-exempt status, the Customer will present evidence of such tax exemption upon request of Provider.]]
{{One Tenth ()}}. [[
- (c) In consideration of the Services provided by Catapult as described herein, the District shall pay Catapult a per pupil monthly fee (to be determined by the State Board of Education) per school, as allocated by the State annually for payment of nursing Services under Chapter 226 (the “Fee”).
- (d) The Fee shall be paid by the District to Catapult on a monthly basis in ten (10) equal installments. Each monthly installment shall be due and payable by the District thirty (30) days after receipt of an invoice from Catapult.]]
{{Hourly Billing ()}}. [[
- (e) In consideration of the Services provided by Catapult as described herein, the District shall pay Catapult a per pupil monthly fee (to be determined by the State Board of Education) per school, as allocated by the State annually for payment of nursing Services under Chapter 226 (the “Fee”). The rates to be charged for the Services are set forth on Schedule B attached hereto and made a part hereof.
- (f) The Fee shall be paid by the District to Catapult on a monthly basis for the duration of the term. Catapult shall submit an invoice to the District for Services provided in the prior month no later than the twentieth day of the following month in which the Services were rendered.

The Fee shall be due and payable by the District within thirty (30) days after receipt of such invoice from Catapult.]] {{Has COLA}}.][

- (g) Cost of Living Adjustment. The parties agree that the annual cost of living adjustment after the {{Cost of Living Adjustment Year}}year will be {{Cost of Living Adjustment %}} percent of the Fee.]]

6. Intellectual Property

- (a) All rights, title and interest in any information and items, including training, curricula, educational content thereof developed by Provider that is used in the provision of Services is the sole and exclusive property of Provider and it 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 “Provider Materials”).

7. Confidential Information

- (a) “Confidential Information” means the confidential information to be disclosed under this Agreement including certain proprietary information, which may include but is not limited to, strategic planning, financial data, training content, presentations, trade secrets, trademarks, technical data, benchmarking, know-how, methodologies, discoveries, ideas, concepts, techniques, designs, specifications, and other business information not generally known in the marketplace, and Personally Identifiable Information as defined below.
- (b) “Personally Identifiable Information” means all information that can be used to identify an individual, as may be defined in applicable information security and privacy laws, and includes “Nonpublic Personal Information” (“NPI”), as defined under the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.); “Personally Identifiable Information (“PII”) derived from Educational Records (defined in 34 CFR § 99.2) as described under the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. 1232g, et seq.) and “Protected Health Information” (“PHI”), as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d) (“HIPAA.”)
- (c) The party disclosing the Confidential Information will be referred to as the “Disclosing Party” and the party receiving the Confidential Information will be referred as the “Recipient.” It is understood that one party can, at certain times, be a “Recipient” and at other times a “Disclosing Party.”
- (d) Recipient agrees that neither it, nor any of its employees, officers, directors, agents, and representatives who need to know such information (collectively, its “Representatives”) will: (i) in any fashion or for any purpose use the Confidential Information except for the purpose set forth in the Agreement; or (ii) disclose, divulge, publish or disseminate the Confidential Information except as expressly authorized by Disclosing Party or this Agreement. Recipient further agrees that it and its Representatives will: (y) take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, the Confidential Information so as to prevent it from entering the public domain or falling into the possession of persons other than those authorized by this Agreement to have access to it; and (z) only permit those Representatives of Recipient who are authorized to participate, directly or indirectly, to have access to Confidential Information.

- (e) Confidential Information shall not include any information (a) previously known by Recipient, (b) independently developed by Recipient, without use of any Confidential Information, (c) acquired by Recipient from a third party that is not, to Recipient's knowledge after due inquiry, under any legal obligation not to disclose such information or (d) that is, or becomes, public through no breach by Recipient of this Agreement.
- (f) Accordingly, Recipient agrees, subject to applicable law or court order, not to disclose any of its communications, or any of the information it receives and develops in the course of the Services, to any person or entity apart from Customer and such other persons or entities as permitted by law or as Customer may designate.
- (g) Return of Confidential and Proprietary Information. Upon request of the Disclosing Party, the Customer shall return, and cause any non-public school in possession of, all Confidential Information in its possession, custody or control to the Disclosing Party.

8. Students and Records and Privacy

- (a) With respect to Education Records (defined above) that Provider may create, receive or maintain on behalf of the Customer or NPS, Provider is designated as a School Official with a legitimate educational interest in and with respect to such Education Records, only to the extent to which Provider is required to create, receive or maintain Education Records to carry out the Services.
- (b) FERPA. To the extent Services provided hereunder pertain to the access to student information, Provider will comply with 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto 34 CFR Part 99.
- (c) HIPAA, CIPA, and GLBA. Further and to the extent applicable, Provider will comply with federal laws and regulations relating to student privacy including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

9. Breach and Termination.

- (a) Termination for Cause. Either party may terminate this Agreement for cause if the other party is in material breach. The notice of default must provide the breaching party a detailed description of the alleged breach and an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default ("Cure Period"). If the breach is not cured within the Cure Period, the non-breaching party may terminate this Agreement by providing a written notice stating the date of termination.
- (b) Equitable Adjustment. Upon early termination of the Agreement, Customer will pay Provider for Services delivered up to and including the date of termination.

10. Indemnification and Limitation of Liability.

- (a) Provider Indemnification. To the extent permitted by law, Provider agrees to indemnify the Customer and its employees, officers, and directors from liabilities, demands, judgments, assessments, damages, fines, penalties, losses, or expenses, including reasonable attorneys' fees (collectively "Losses"), incurred by reason of a third party claim caused by the

Provider's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Customer.

- (b) Customer Indemnification. To the extent permitted by law, the Customer agrees to indemnify Provider and its employees, officers, and directors from Losses incurred by reason of a third-party claim caused by the Customer's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Provider.
- (c) Indemnification Process. A party to this Agreement claiming a right of indemnification shall be referred to herein as the "Indemnified Party" and the party against whom the claim for indemnity is being made shall be referred to herein as the "Indemnifying Party." In the case of a claim asserted by a third party which claim is subject to indemnification, (a "Third-Party Claim"), the Indemnified Party will (i) give the Indemnifying Party prompt written notice of such Third-Party Claim. The Indemnifying Party is liable for its proportionate share of the Losses for such claim based on degree of fault as finally determined by a court or arbiter of competent jurisdiction. The Indemnifying Party shall not enter into any stipulated judgment or settlement that purports to bind the Indemnified Party without the Indemnified Party's express written authorization, which shall not be unreasonably withheld or delayed. In all instances, indemnification obligations stated in this section are several and not joint.
- (d) Limitation of Liability. Notwithstanding the terms of any other provision and to the extent permitted by state law, the total liability of Provider and its affiliates, directors, officers, employees and contractors for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the lesser of the total fees paid to Provider 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 Provider nor Customer shall in any event be liable for any indirect, consequential, loss of profits or revenue, enhanced damages or punitive damages, even if Provider or Customer have 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 Agreement between Provider and the Customer. Provider would not be able to provide the Services on an economic basis, and would not have entered into this Agreement, 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 Agreement to the extent the circumstances creating a liability covered hereby arose prior to such expiration.

11. INSURANCE

- (a) Insurance Coverage. The parties are insured with coverage for commercial general liability, property damage, and worker's compensation.
- (b) Provider Insurance Limits. For the term of the Agreement, Provider will maintain liability insurance of the types and limits set forth below:
 - i. Commercial General Liability: \$1,000,000 on a claims-made basis and \$2,000,000 annual aggregate.
 - ii. Auto Liability: \$1,000,000 annual aggregate
 - iii. Workers Compensation: At the limit required by state law

iv. Employer Liability:

\$\$1,000,000 annual aggregate

- (c) Proof of Insurance. Upon request, a party will produce a certificate of insurance evidencing the limits set forth above.

12. NOTICES

- (a) Methods of Delivery. All notices under this Agreement may be delivered only by: (i) hand delivered by nationally recognized overnight delivery service (e.g., Fed-Ex or UPS or USPS Priority Overnight) messenger or courier service, (ii) pre-paid first-class certified mail, return receipt requested, or (iii) e-mail with read receipt requested, addressed to the respective party as noted below or to such other addresses as any party may designate by notice complying with the terms of this Section.
- (b) Date of Delivery. Each such notice is deemed delivered on either, (i) the date delivered by personal service, (ii) the date on the pre-paid first-class certified mail return receipt, or (iii) the date of the “delivered receipt” e-mail or tracking information from nationally recognized overnight delivery service.
- (c) Notice Addresses. The addresses of the parties for notice are:

{{ Customer Name }},
{{ Customer Address }}
{{ Customer Contact Name }}
{{ Customer Contact Email }}

Provider
Catapult Learning, LLC
PO Box 444
Elmsford NY 10523

With a copy to the Office of the General Counsel at the same address.

13. MISCELLANEOUS

- (a) Force Majeure. Neither party will be liable for non-performance or in default to the other party for failures of performance resulting from events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.
- (b) No Agency. The parties do not intend for this Agreement to create a partnership or joint venture between the parties. Neither party may commit the other party for any purpose except as expressly provided herein.
- (c) Assignment. Neither party may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required from Customer when Provider assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Provider or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of Provider.

- (d) Applicable Law. Provider will comply with the federal and state laws applicable to the provision of the Services.
- (e) Governing Law. The parties intend New Jersey law to govern this Agreement.
- (f) Non-discrimination. Provider is an equal opportunity employer and conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, pregnancy, sexual orientation, gender identity, military service or other legally protected category.
- (g) No Waiver. Failure of either party to exercise, or delay in exercising any right under this Agreement shall operate as a waiver. Exercising any right does not preclude the party from exercising any other right.
- (h) Entire Agreement. This Agreement constitutes the entire agreement between the parties and all previous agreements or discussions are hereby superseded by this Agreement.
- (i) Severability. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected.
- (j) Amendment of Agreement. This Agreement may be amended only by a written agreement signed by both parties.
- (k) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which is an original, but all of which together constitutes one complete document.
- (l) Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party only after obtaining the other party's consent which consent may not be unreasonably withheld.
- (m) No Third-Party Beneficiaries. The parties intend that nothing in this Agreement grants any rights or benefits to anyone other than the parties. The parties further intend this Agreement does not allow any claim or right of action to anyone other than the parties.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

This Agreement is executed as of the date stated in the introductory clause, regardless of any dates inserted below:

{{Default Signature Block}}.

HENRICO COUNTY PUBLIC SCHOOLS:

By: {{Customer Signature}}

Name: {{Customer Signer Name}}

Title: {{Customer Signer Title}}

Date: {{Customer Signer Date}}

{{Joy Signature Block}}.[[

{{Customer Name}}]:

By: {{Customer Signature}}

Name: {{Customer Signer Name}}

Title: {{Customer Signer Title}}

Date: {{Customer Signer Date}}

{{Annette Signature Block}}.[[

{{Customer Name}}]:

By: {{Customer Signature}}

Name: {{Customer Signer Name}}

Title: {{Customer Signer Title}}

Date: {{Customer Signer Date}}

{{Bill Signature Block}}.[[

{{Customer Name}}]:

By: {{Customer Signature}}

Name: {{Customer Signer Name}}

Title: {{Customer Signer Title}}

Date: {{Customer Signer Date}}

{{Diane Signature Block}}.[[

{{Customer Name}}]:

CATAPULT LEARNING, LLC:

By: {{Catapult Signature}}

Name: {{Catapult Signer Name}}

Title: {{Catapult Signer Title}}

Date: {{Catapult Signer Date}}]]

{{Catapult Internal Entity}}

By: {{Joy Signature}}

Name: {{Catapult Signer Name}}

Title: {{Catapult Signer Title}}

Date: {{Catapult Signer Date}}]]

{{Catapult Internal Entity}}

By: {{Annette Signature}}

Name: {{Catapult Signer Name}}

Title: {{Catapult Signer Title}}

Date: {{Catapult Signer Date}}]]

{{Catapult Internal Entity}}

By: {{Bill Signature}}

Name: {{Catapult Signer Name}}

Title: {{Catapult Signer Title}}

Date: {{Catapult Signer Date}}]]

{{Catapult Internal Entity}}

By: {{Customer Signature}}

Name: {{Customer Signer Name}}

Title: {{Customer Signer Title}}

Date: {{Customer Signer Date}}

By: {{Diane Signature}}

Name: {{Catapult Signer Name}}

Title: {{Catapult Signer Title}}

Date: {{Catapult Signer Date}}]]

EXHIBIT A

Description of Services

{{One NPS}}.{{{NPS School Name}}}

{{One NPS}}.{{{NPS Allocation}}}

{{More Than One NPS}}.[[**This contract is servicing multiple schools, prior to circulating this Contract for review, review the uploaded documentation by the operator to see the full spectrum of schools service and their respective allocation and input here.**]]

Type of Program

{{Instructional/Intervention}}.[[Instructional/Intervention]]

{{Special or Additional Services}}.[[Special or Additional Services]]

{{Professional Development}}.[[Professional Development]]

{{Summer School/Extended School Year}}.[[Summer School/Extended School Year]]

Sub-Category of Program

{{Instructional/Intervention}}.{{{Instructional Services Provided}}}

{{Special or Additional Services}}.{{{Type of Specialized/Additional Services}}}

{{Professional Development}}.[[N/A]]

{{Summer School/Extended School Year}}.{{{Instructional Services Provided}}}

Length of Session (in minutes)

{{Length of Session (in minutes)}}

Session Frequency per Week

{{Session Frequency per Week}}

Number of Groups per Day

{{Number of Groups per Day}}

Minimum Group Size

{{Minimum Group Size}}

Maximum Group Size

{{Maximum Group Size}}

Maximum Number of Groups

{{Maximum Number of Groups}}

The Services will be delivered utilizing the following fund(s):

{{Funding Sources}}



Tab 8 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

If services are offered after school, we are stating our assumption that we will be able to recruit the tutors who work at the school during the day. In addition, we made the following assumptions when developing pricing for this proposal.

- Minimum of 28 weeks
- Minimum of 280 students
- Group size between 1 and 4 students
- Minimum of 3, 45-minute sessions per week per group
- Assuming that we can leverage district provided curriculum for subject areas outside of Reading and Math such as Science
- Assuming that we can bill for all tutor hours necessary to operate the program, including but not limited to direct service time with Students, prep time, Parent Conferences and Team Meetings



Tab 9 – Appendices

Optional for Offerors who wish to submit additional material that will clarify their response.

Additional Forms and Documentation

In this section we have included the following required forms and documentation:

- Addendum 1 – Signed
- Catapult Learning, LLC W9
- Catapult Learning Proof of Insurance



DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Addendum No. 1

Date: March 26, 2024
Request for Proposal: #24-2650-2EMF Tutoring and Extended Day Services for County of Henrico Public Schools
Receipt Date/Time: April 5, 2024; 2:00 p.m.
Subject: Multiple Awards

Ladies/Gentlemen,
Please make the following corrections, deletions and/or additions to the above referenced IFB:

Sec.VIII.B – Proposal Evaluation/Selection Process – add the following sentence to.

“The County reserves the rights to award this contract to multiple Offerors.”

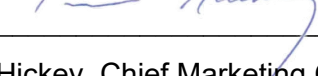
All other specifications and General Terms and Conditions shall remain the same.

Bidders must take due notice and be governed accordingly. Failure to acknowledge this addendum may result in your bid being declared non-responsive.

Questions and Answers on following pages.

Sincerely,
Eileen M. Falcone
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature: 
Print Name: Tim Hickey, Chief Marketing Officer
Company: Catapult Learning, LLC
Date: 4/2/2024



COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

RFP 24-2650-2EMF
Tutoring and Extended Day Services
Questions and Answers
March 26, 2024

1. Would the Henrico County Public Schools consider a proposal for virtual tutoring that meets the other qualifications?
Answer: No. This RFP is for onsite tutoring only.
2. Are you looking for the Successful Offeror to use the school curriculum or provide a curriculum?
Answer: The Successful Offeror should align with the division curriculum or use the division curriculum based on the focus for each student.
3. Are you looking to award multiple offerors?
Answer: Yes. Per Addendum 1
4. Will it be multiple school sites?
Answer: Yes, multiple school sites will contract for services based on school data and identified needs.
5. Can you provide a breakdown number of students?
Answer: We are unable to provide a breakdown. The number of students served will be based on funding and identified needs.
6. Sec. II.B.1(see below) - Are Offerors required to provide services in all subject areas, or can vendors propose to provide services specific to certain subject areas. (ELA and Math, for example)?
Answer: It is preferred but all proposals will be considered. If submitting for specific subject areas provide a statement as to which subjects.
7. Will Henrico accept proposals for virtual tutoring services in response to this RFP?
Answer: See answer to question #1.
8. What is the anticipated volume of students for this program?
Answer: See answer to question # 5.
9. What is the approximate budget for this program?
Answer: There is money budgeted for this program.
10. Do you anticipate that vendors will be providing instruction this summer (2024), or that services would begin during the school year 2024-25?
Answer: Services may begin summer 2024 if the timeline allows.

11. Is there a specific student-to-teacher group size you are looking for?
Answer: 3:1 is preferred. No more than 5:1.
12. For tutoring provided during the school day, can you share anticipated session lengths? Will they vary between elementary and middle schools?
Answer: Sessions will range from 30 minutes to 45 minutes for elementary and 45 to 60 minutes for secondary.
13. Can you clarify what you are looking for in terms of a "push-in" tutoring option for this program?
Answer: Push-in refers to being in the classroom with a district teacher for tutoring sessions. The tutor may be a part of the small group rotation in a classroom.
14. Sec.VII.B.6 - page 18 - the RFP states: "Discuss how tutors assigned to this contract will deliver instructions that are aligned to VA SOL and HCPS division resources." What information would you like vendors to provide to indicate how our instruction is aligned with the VA SOL?
Answer: Offerors responding to this RFP should know what information is required for this.
15. What are the specific requirements for the weekly updates to be provided to principals of each school? What information will principals expect to receive?
Answer: A breakdown of lessons provided to students aligned to the SOLs and data based on any formative assessments provided.
16. Our high-impact tutoring program uses district/school curriculum, benchmark and other assessments, and (often, unused) ancillary materials to ensure best possible alignment between tutoring and grade-level content and save districts money. Is the District/school able to provide their curricular resources to make certain tutoring sessions extend the classroom and connect learning?
Answer: The Successful Offer will be provided this information.
17. Are current teacher certifications required for tutors who have been teachers?
Answer: Certification is not required if the tutor held a teacher's certificate prior.
18. Our tutors are able to provide regular updates to classroom teachers for them to pass on to families during parent-teacher conferences. For other types of family engagement, we are happy to work with the District in their various outreaches, including offering marketing materials for email blasts, social media posts, backpacks, bulletin boards, etc. Is this approach amenable to the District?
Answer: The structure for communicating with the classroom teacher will be provided by the school administrator. Support for family engagement and outreach would be reviewed by the district team and coordinated with schools.
19. Will the District be responsible for setting up program guidance and parameters for their schools (i.e., overall scheduling hours, establishing school-level point person, issuing POs, etc.)? In other words, will the District be involved in centralized decision-making for implementation efficiency and timeliness? Or will each school determine its own implementation structure, scheduling, timeline, budget, etc. and issue its own POs for services?
Answer: The division will provide program guidance and parameters to ensure consistency for the foundation in all schools. School administrators will make building level decisions based on guidance from the district level. Budgets and POs are based on the funding sources.

20. How will the District/school ensure student attendance for after-school-hour tutoring and especially for Saturday tutoring sessions?

Answer: This process will be established in district program guidance and work very similar to other after-school programs.

21. Is there a minimum MWBDE requirement for this contract?

Answer: No

22. Sec.VII.B.6.e - page 18 - the RFP states To fulfill Proposal Response Format #6/Tab 5/e (“sample reports as discussed in the Scope of Services”), which sample reports would the District like to see? There are several reports mentioned in the Scope of Work—annual action plan (General Requirements/#6), student progress (General Requirements/#6 & Specific Requirements/#4), weekly updates (General Requirements/#7), monthly attendance reports (Reporting and Evaluation/#1), end-of-year program report (Reporting and Evaluation #2), and consolidated report (Reporting and Evaluation #2).

Answer: All

23. Approximately how many schools/classrooms/students will be participating?

Answer: See Sec. I.B Background

24. Average number of days per week you anticipate tutors will be in the classroom?

Answer: Unknown

25. Average number of hours per day tutors will be working?

Answer: Unknown

26. Will tutors be assigned a school as a permanent location or will they float from school to school? Or will it vary between elementary, middle, and high?

Answer: Unknown. This will be based on the scope of the work.

27. What type of Saturday availability should the tutors have? How often will Saturday hours occur?

Answer: Unknown.

28. Will the school provide the parameters of how they'd like the students assessed?

Answer: Information will be shared at the district level for assessment. The offerors should provide how they would assess students.

29. Who is responsible for developing the scope and sequence of tutoring?

Answer: This is a collaboration between the district, school, and Successful Offeror(s).

30. Are there any license requirements? Certifications for the provided subjects? Will a separate tutor for each subject be needed or can a single tutor be pushed-in to any classroom? What are the professional requirements for the tutors? A certain amount of classroom experience?

Answer: Tutors at minimum should have a bachelor's degree. Specifics for tutors will be discussed based on needs identified.

31. What are the background check requirements? Fingerprinting? Will VSP checks be required?

Answer: Yes

32. Will the HCPS curriculum be provided so that the resources can be built off of what the students are studying in the classroom? How does this coordinate with the above? Will they work with the teachers for all instructional resources?

Answer: The Successful Offeror will have limited access to curriculum. Pacing will be shared to support the planning of lessons.

33. How frequently will tutors be expected to participate in after-school activities? Summer school?

Answer: This is dependent on the PO.

34. If a new tutor is requested, what is the turnaround time expected for a replacement?

Answer: Within a week.

35. Are there any ESL/Bilingual needs? If so, what is the percentage of those needs? Do you have any requirements for ESL certification?

Answer: Yes, there are ESL/Bilingual needs. The percentage is unknown.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CATAPULT LEARNING, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 444	Requester's name and address (optional)
	6 City, state, and ZIP code ELMSFORD NY 10523	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

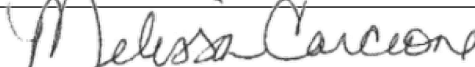
Social security number									
			-				-		
or									
Employer identification number									
7	3		-	1	6	8	5	1	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/19/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2024

8/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1509842 Catapult Learning, LLC Attn: Benefits Dept. PO Box 444 Elmsford NY 10523-0444	INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Insurance Corporation INSURER B: Sentry Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10328 24988

COVERAGES**CERTIFICATE NUMBER:** 18573538**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$250K GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	HS20232147-01	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,250,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	A0199259006 (AOS) A0199259005 (MA)	7/31/2023 7/31/2023	7/31/2024 7/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded \$ 2,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	A0199259003 (AOS) A0199259004 (OH, HI, WA) A0199259004 (WI, WY)	7/31/2023 7/31/2023 7/31/2023	7/31/2024 7/31/2024 7/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Incidental Prof. Liab	N	N	HS20232147-01	7/31/2023	7/31/2024	Each Incident \$750K Agg \$750K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**18573538
Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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