



Special Meeting of the Board of Directors

Pioneer Middle School, 1750 Bob's Hollow Lane, DuPont, WA

Wednesday, April 13, 2022 05:50 PM

I. CALL TO ORDER

(Action)

- a. Pledge of Allegiance
- b. Roll Call
- c. Agenda Approval

II. COMMENTS FROM THE AUDIENCE ON AGENDA ITEM III

(Information)

III. APPROVAL OF CATAPULT CONTRACT

(Action)

Presenter: Laurie Vallieres

[Approval of Catapult Contract.pdf \(p. 2\)](#)

IV. ADJOURNMENT

(Action)

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1 BOARD OF DIRECTORS

Board Meeting Date: 4/13/22

Strategic Focus Area

- Achieve
- Support
- Connect
- Plan

BACKGROUND INFORMATION

In thinking about limited teacher capacity this year due to COVID-19, we have sought out the assistance of a contracting company, Catapult to assist us with the implementation of K-8 summer school. This year it will be a structured small-group environment that allows teachers to use activities that align to instructional objectives and lend themselves to differentiation to meet the needs of individual students. Instruction includes explicit modeling, guided peer opportunities, and teacher interactive techniques designed to enhance student interest and attitudes toward learning and to promote the active engagement of the learner. The overarching instructional model combines a diagnostic and prescriptive approach with a coherent set of research-based pedagogical practices. Students start with an assessment (end of year iReady data) to help identify skill gaps and areas of greatest need. Lessons are designed and delivered in a gradual release of responsibility model to ensure that students spend significant instructional time in what researchers refer to as Academic Learning Time. The STEM portion of the program is different. Units are informed by a fiction or informational text related to the topic, to hook students into the lesson, to connect lessons to a real world experience, and to engage students in problem solving. It is a project-based curriculum in which students use the Engineering Design Process to define, research, hypothesize, build, test, redesign, and defend their ideas and prototypes. During this part of the day, the program promotes teamwork and build resilience.

The district will be able to use ESSR funds in order to support the academic recovery of students identified by data. Catapult is responsible for providing the district all data and program evaluation materials necessary to meet ESSR reporting guidelines. The anticipated cost of the program, including staffing, progress reporting, program management, program set-up, student instruction, staff training, program evaluation, and the consumable curriculum is \$241,721 to serve 100 students at an 8:1 ratio for 6 weeks of instruction. Teaching positions will be the contractual obligation of Catapult to fill with preference given to SHSD staff.

RECOMMENDED ACTION:

It is the recommendation of the Superintendent that this contract be approved in the amount \$241,721.

Report prepared by:

Dr. Laurie Vallieres, Achievement Specialist



February 22, 2022

Office of the State Superintendent of Education, District of Columbia

Cassie Lynott

Special Assistant

Division of Systems and Supports, K-12

1050 First St. NE

Washington, DC 20002

To Whom It May Concern:

This letter is to confirm that Catapult Learning West, LLC (“Catapult Learning, Catapult”) is the sole source provider of the following:

- AchieveReading® and AchieveMath® programs, delivered virtually or in-classroom in support of tutoring or supplemental instruction.
- Catapult Learning’s Virtual Summer Journey program.

Externally conducted research on Catapult Learning’s Summer Journey program meets the standard for Level 3: promising evidence from at least one well designed and well-implemented correlational study with statistical controls for selection bias. A study conducted in 2019 by the Center for Research and Reform in Education at Johns Hopkins University School of Education employed a correlational research design to examine the relationship between participation in Catapult Learning’s Summer Journey program and student achievement in math and reading.

The primary analysis demonstrated that students across all grade levels who attended Summer Journey regularly returned to school with higher math scores than their peers who had low attendance.

Catapult’s AchieveReading® program incorporates resource books and customized anthologies in the lessons. Each student is placed in a smaller group to assist in improving phonemic awareness, phonics, fluency, vocabulary and comprehension.

Catapult’s AchieveMath® program incorporates math instruction that has been aligned with Common Core Math and NCTM standards. Catapult’s AchieveMath® provides directed math activity (DMA) lessons requiring concept development and uses specific manipulatives and/or pictorials for each lesson. The instructional lessons used in the books in its AchieveReading® and AchieveMath® programs include Catapult’s proprietary materials. Catapult does not license its AchieveReading® and AchieveMath® programs or instructional materials to any other company; therefore, the AchieveReading® and AchieveMath® programs and instructional materials relating thereto are only available through Catapult.

Catapult’s instruction utilizes structured small-group environment that allow teachers to use activities that align to instructional objectives and lend themselves to differentiation to meet the needs of individual students. This includes explicit instruction and modeling, guided peer opportunities, and teacher interactive techniques designed to enhance student interest and attitudes toward learning and to promote the active engagement of the learner.

If you desire any additional information, don't hesitate to contact me at Breanna.Santos@catapultlearning.com.

Sincerely,

Breanna Santos

Associate Director of School Partnerships
Catapult Learning West, LLC

Gail Weaver

Regional Director
Catapult Learning West LLC

EDUCATIONAL SERVICES AGREEMENT

This educational services agreement is effective as of May 2nd, 2022 by and between Steilacoom Historical School District (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 August 31st, 2022 (the “**Term**”).
2. **Scope of Services**. Provider will provide as the services as described in Exhibit A (the “**Services**”) for the 2022 summer session or extended school year.
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

- (a) Fees. The Customer shall pay Provider a Fixed Fee of \$ 241,721.00 (the “Fee”) for the delivery of the Services.
- (b) Invoicing and Payment. Provider will invoice the Customer monthly, unless otherwise agreed to by the parties. Fixed Fees will be billed in 2 equal installments starting in July of 2022. 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.

6. Intellectual Property

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 per occurrence and \$3,000,000 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.

Notice Addresses. The addresses of the parties for notice are:

Steilacoom Historical School District,
511 Chambers Street
Steilacoom, Washington, 98388
Laurie Vallieres
lvallieres@steilacoom.k12.wa.us

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.

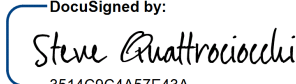
[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

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

Steilacoom Historical School District:

Catapult Learning, LLC

By:

By:  DocuSigned by:
Steve Quattrociocchi
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Name:

Name: Steve Quattrociocchi

Title:

Title: President

Date:

Date: 4/4/2022

EXHIBIT A
Description of Services

Program Pricing

Option 1:

Program Pricing	
Program Length:	Up to 6 weeks
Hours Per Week Per Group:	Up to 16 hours per week per group
Curriculum:	<i>AchieveLiteracy, AchieveMath, STEM, and SEL</i>
Number of Students:	Up to 100 students
Number of Groups:	Up to 13 groups
Student-to-Teacher Ratio:	Average 8:1 (one teacher working with groups of approximately eight students)*
Management:	Includes program setup, program management, quality controls, and progress reporting
Training:	Catapult Learning will train our teachers in how to implement our curriculum and program
Total Price:	\$241,721*
<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>**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>	