

**AGREEMENT BETWEEN
CLAY COUNTY SCHOOL BOARD
AND
CATAPULT LEARNING, LLC**

This agreement (the "Agreement") dated as of January __, 2017, for services made by and between Clay County School Board, Florida ("State"), as the governing body of School District of Clay County ("District"), located at 900 Walnut Street, Green Cove Springs, Florida 32043, and Catapult Learning, LLC, a Delaware limited liability company authorized to transact business in the State, and headquartered at Two Aquarium Drive, Suite 100, Camden, New Jersey, 08103 (FEIN 73-1685121) ("Catapult").

WHEREAS, District believes that, in the best interest of the students of the District to enter into this Agreement under which District and Catapult will cooperate in rendering services to students who have dropped out, or are at risk of dropping out, of school;

WHEREAS, Catapult and the District desire to provide a blended learning option for students who are at-risk or who have dropped out of school in order to earn a high school diploma; and

WHEREAS, Catapult agrees to operate "*Catapult Academy*" sites in the District in accordance with the requirements and guidelines of District as set forth in the Agreement in order to ensure that the program is in compliance with applicable material federal, State, and local laws and Florida Department of Education ("FLDOE") rules, regulations, and guidelines.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, District and Catapult agree as follows:

PROGRAM DESCRIPTION

The recitals set forth above are true and correct and incorporated herein by this reference. Catapult will provide a community-based education program called "*Catapult Academy*" for District eligible students (the "Program"). Catapult agrees to provide academic services for students who are residents of Clay County, who are under the age of 22 years old, and are not high school graduates ("Eligible Students"). The parties expect that Eligible Students shall receive academic services sufficient to enable them to satisfy District graduation requirements. Catapult will enroll Eligible Student Students through its own efforts and through District and school referrals.

Catapult will use course standards that are aligned to the District. The same end-of-course and state assessments used in District high schools will be used at Catapult Academy sites.

The "*Catapult Academy*" Program will be a blended education program and will be included as an option on the District's website.

The “*Catapult Academy*” program will follow the District calendar unless the Superintendent of Schools or designee approves an alternate calendar (with any such approval of an alternative being provided in advance of implementation). Catapult agrees to provide up to five (5) hours of blended instructional time per day. The “*Catapult Academy*” classes shall not exceed those which govern blended learning classes in the State. Catapult shall have sole responsibility for the supervision and control of students while in its Program.

To the extent permitted by law, the District shall make available, upon request of Catapult, any and all educational records in its possession for Catapult’s “*Catapult Academy*” student including, but not limited to, academic assessments, psychosocial profiles, grade reports, attendance data, and cumulative records. The “*Catapult Academy*” Program shall comply fully with all laws, policies and rules guaranteeing the confidentiality of student educational records and access thereto. The parties agree that all student records are the property of District and shall be returned to District as required herein or as otherwise requested. See also section titled “Confidentiality; Compliance With Student Privacy Laws” below.

Catapult shall comply with the legal entitlements of special students identified as exceptional and those who are limited English proficient.

Catapult shall adopt the District Student Code of Conduct and at the time of intake shall secure student and parent/guardian signatures acknowledging an understanding of the rules and penalties for violating them.

Catapult shall be responsible, at its cost and expense, for securing location(s) and completing all arrangements for all costs of Catapult’s graduation ceremonies.

For more specific details about the Program, see “Program Offering” under Exhibit A.

CONFIDENTIALITY; COMPLIANCE WITH STUDENT PRIVACY LAWS

The Family Educational Rights and Privacy Act “FERPA” (20 U.S.C. § 1232g and 34 CFR Part 99) permits District to disclose personally identifiable information relating to students to other school officials. For the purposes of this Agreement, District has determined that Catapult is considered “other school officials” and as such, District shall disclose personally identifiable student information to Catapult as it determines is necessary for the delivery of the outcomes to this Agreement. Specifically, District has determined that Catapult is a contractor as defined by 34 CFR § 99.31(a)(1)(i)(B). Catapult shall comply with FERPA and all other applicable laws and regulations governing student privacy as it relates to the Program and the performance of the services provided pursuant to this Agreement. The Confidentiality of Student Information Addendum attached as Exhibit B hereto and incorporated herein by reference.

All personally identifiable student information provided by District to Catapult or received or created by Catapult relating to any student who participates in any activity conducted by Catapult pursuant to this agreement will be under the direct control of District and

District will at all times have access to such information as well as any place at which such information is stored or collected by Catapult.

Catapult shall utilize personally identifiable student information provided by District for the Program, as described herein, and for no other reason. Neither party shall release any student record data to any other third party without the express consent of the District's Office of Assessment and Accountability.

Catapult agrees that all personal information relating to any participating student or parent received from District under this Agreement shall remain confidential and not be disclosed to any third party without the prior written consent of such student's parents or legal guardian.

Catapult acknowledges and agrees that District shall make the final determination whether personally identifiable information is necessary to achieve the Agreement deliverables or if aggregate data is sufficient. Catapult is and will remain under the direct control of District with respect to use and maintenance of education records. Catapult will comply fully with the requirements of 34 CFR § 99.33(a) governing use and redisclosure of personally identifiable information from educational records. All disclosures of personally identifiable information from an education record that is made by the District to Catapult will be subject to the requirements of 34 CFR § 99.34.

COMPLIANCE WITH POLICIES AND LAWS

Catapult shall comply with all applicable current District Board Policies. The District Board Policies are located at <http://www.oneclay.net/> and are incorporated herein to the extent applicable. It shall be Catapult's responsibility to comply with all applicable District Board Policies as they shall be modified from time to time during the term of this Agreement. Catapult shall also abide by all applicable federal, state and local laws as they relate to this Agreement and the Services provided hereunder.

COMMERCIAL NONDISCRIMINATION

Catapult shall not discriminate on the basis of race, gender, gender identify or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. Catapult shall provide equal opportunity for sub-consultants to participate in all of its public sector and private sector sub-consulting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Clay County School Board Rule 1.07. Catapult understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract determination, department, or other sanctions.

NON-DISCRIMINATION

Catapult agrees not to unlawfully discriminate against any student in any manner whatsoever on account of race, creed, color, age, sexual orientation, gender identity or expression, religion, handicap, national origin, or marital status.

INSPECTOR GENERAL

Catapult agrees and understands that the District's Office of Inspector General ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by Catapult with regard to this Agreement. Catapult's employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement.

PUBLIC RECORDS

Catapult acknowledges that in providing the services called for by this Agreement and the activities which will be provided pursuant to this agreement catapult will be subject to Chapter 119, Florida Statutes, relating to the creation, maintenance and inspection of public records and Catapult will comply with all applicable provisions of that law.

Catapult shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the District School Board in order to perform the Services to the District under this Agreement.
- b. Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Failure of Catapult to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

FACILITIES

Catapult will utilize a blended learning model in delivering instruction to students. Instruction will occur at Catapult managed sites and will consist of direct instruction in traditional classroom settings and independent student work through instructional software or courseware, blended courses, textbooks and other printed materials. See Exhibit A for description of the “Facilities”.

In operating its Program, Catapult will comply with federal, state and local laws, city ordinances and District Board Policy and other applicable requirements with respect to the Program under the Construction and Fire Codes (“Code”), the Americans with Disabilities Act (Guidelines) and the National Fire Protection Association (NFPA) 101 Life Safety Code 1997, 7th edition (or latest edition, especially these items as they are depicted in said codes). Catapult shall maintain current sanitation and health certificates and submit to annual fire inspections for all buildings used (if required by the Code) as part of its Program.

BACKGROUND SCREENINGS

All District and Catapult employees, appointees, or agents who come into contact with students as part of the Program must submit to a background check, in a manner prescribed by the District (which manner is required by section 1012.467, Florida Statutes). Any non-District personnel associated with the Program will be screened and fingerprinted at Catapult’s expense. Catapult shall not permit persons to provide services to students under this Agreement if any such person does not meet the standards under State law and the district hiring standards concerning criminal background and employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

ADMINISTRATIVE AND INSTRUCTIONAL STAFF

Catapult shall identify a “*Catapult Academy*” Administrator with the authority to make decisions and provide administrative oversight of all aspects of operations of the “*Catapult Academy*” Program on behalf of Catapult and who will represent Catapult at, including but not limited to, all required administrative meetings and trainings. In the event that such Administrator is not available, a Catapult designee approved by the district may represent Catapult when appropriate and necessary.

Exhibit A attached hereto sets forth Catapult’s Program offering for District (the “Program Offering”). Catapult shall use reasonable best efforts to implement the terms, conditions and requirements described in the Program Offering.

All Catapult teachers shall meet the certification requirements as set forth in the State FLDOE rules. All Catapult employees, appointees, or agents who come into contact with students as part of the educational Program must submit to a background check at Catapult expense in a manner prescribed by the District. Catapult agrees to remove all persons providing services to students under this Agreement that do not meet the

standards under District Board Policies relating to criminal background checks and employee history checks.

Catapult shall make available in the Program a sufficient number of teachers to ensure fulfillment of all State requirements relating to class-size as applicable to the Program.

Catapult shall employ a minimum of one Special Education certified administrator to develop, implement and determine mastery of the Individual Educational Plan (“IEP”) goals for special education students, who shall participate in admission and exiting conferences, IEP preparation and staffing, and maintaining special education compliance for special education students in the Program. Catapult shall promptly notify designated District personnel and complete all appropriate forms and paperwork in the event that any Catapult teacher or staff suspects that a particular District student in the Program may have a disability, which may qualify him/her for special education services; provided, however, that Ineligible Students (as defined herein) may not participate in the Program.

Catapult shall promptly notify designated English for Speakers of Other Languages (“ESOL”) District personnel of ESOL enrollment, or language proficiency assessment and continuance of ESOL services.

Catapult shall assume responsibility for credentialing of its employees including, but not limited to, costs associated with participation in a Professional Orientation Program.

STUDENT IDENTIFICATION AND EVALUATION

Catapult and District will jointly agree on whether a student is eligible to participate in the Program on individual per student basis; provided, however, that Catapult shall not be required to take any Ineligible Student into the Program. An “Ineligible Student” is defined as a special education (“SpEd”) student and/or a student who has an IEP but, after discussions between District and Catapult’s Special Education certified administrator, it is determined that placement in the Program is not appropriate or in the interest of such student.

Catapult shall conduct an academic assessment of each eligible student upon intake. The results of such academic assessment, combined with the student’s previous class schedule and educational goals, shall determine the instructional strategies employed while the student is enrolled in Catapult’s educational Program. Catapult shall design a student schedule outlining a course of study that the student is to follow.

Catapult agrees to provide grades to the District by use of Grade Gathering Documents as detailed in the District’s Grade Reporting Procedures.

Catapult agrees to administer the State assessment referenced in Rule 160-3-1-.07 Testing Programs - Student Assessment, any District required assessments and all end of course examinations on-site, utilizing Catapult staff that is certified to meet all legal mandates and District/State policies.

Catapult agrees to comply with all material local, State, and federal, rules, policies, and regulations in the administration of the State assessment referenced in Rule 160-3-1-.07 Testing Programs - Student Assessment, any District required assessments and end of course examinations, and any other State mandated testing of students.

See also description of “Wraparound Support Services” set forth in Exhibit A.

ATTENDANCE AND MEMBERSHIP

Catapult agrees to take student attendance daily and forward information to the appropriate District designee upon request.

Catapult agrees to comply with District attendance policy as described in the District policy. Catapult agrees to take attendance daily using the District’s attendance application. District will provide Catapult access to any District-wide computer attendance program available to schools in the District. Catapult will provide the appropriate computer hardware and the District will provide the program and the required training to Catapult.

Catapult’s full time equivalent (“FTE”) membership shall be counted during the official Full Time Equivalent/Florida Education Finance Program (“FTE/FEFP”) survey weeks. A student is in membership when he/she is officially assigned (not withdrawn) to a course or program by the District to be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system.

Student membership criteria will be identical to those used by District.

STUDENT RECORDS

Catapult will prepare and maintain records relating to the students and the Program in accordance with the District’s student record requirements and the requirements of all applicable laws, including but not limited to 20 U.S.C. § 1232g and all regulations promulgated pursuant thereto.

TEACHER RECORDS

Catapult will prepare and maintain records relating to the teachers in accordance with the District’s staff record requirements for Florida Department of Education (FLDOE) reporting. Catapult understands that the District must have access to teacher records in order to participate in this agreement. The District will provide Catapult access to the District’s Human Resource Application available to schools in the District for the purpose of entering the required teacher information required for FLDOE staff reporting. Catapult will provide the appropriate computer hardware and the District will provide access through the District’s network to the Human Resource application, as well as, the training for use of the application.

DISTRICT RESPONSIBILITIES:

District agrees to:

1. Provide Catapult a list of students eligible for participation in the “*Catapult Academy*” Program, including, but not limited to, the most recent and updated listing of students who have dropped-out (withdrawn) from schools in the District, including complete names, addresses and phone numbers.
2. Inform all guidance counselors of the “*Catapult Academy*” option.
3. Meet quarterly or more as needed with Catapult administrative staff to discuss the Program and progress of students.
4. Pay Compensation to Catapult as for operation of the Program as required herein.

COMPENSATION

It is agreed that District will act as the agency through which all funds will pass through in the process of paying Catapult. Payment to Catapult will be based upon the number of students enrolled and reported by Catapult as of the FTE snapshot week(s). Catapult will be responsible for refunding to the District any revenue lost at Catapult reporting sites as a result of errors identified in FTE or program audits. Any refunds (not otherwise subject to a good faith contest) due to District from Catapult as the result of errors identified in FTE or program audits will be due to District within thirty (30) days following written notification to Catapult by District of the amount of refunded funding due to District. Catapult agrees to accept the per student FTE/FEFP allocation paid by the State during the Fall and the Spring reporting periods. The District will retain 10% of the per-student FEFP revenue for implementing this Agreement. The balance of 90% of the student FEFP revenue for implementing this Program will be paid by District to Catapult, within thirty (30) days of receipt of payment from the State, as further set forth below. Catapult will receive no additional funds for the operation of this Program from District.

The projected amount will be based upon the average of the prior year's actual FTE for Survey 2 and Survey 3 (each as defined below) with subsequent adjustments for each District FTE count, commencing in the Spring period, 2017 and in each Fall period thereafter during the Term (such adjustment, “Survey 2”) and in each Spring period thereafter during the Term (such adjustment, “Survey 3”). Any adjustments based on the Fall FTE will be reconciled with the December payment; any adjustments based on the Spring FTE will be reconciled with the April payment; and so on.

Catapult shall maintain all financial records related to the FTE and educational component of the Program for five (5) years or until all applicable audits are complete, whichever is longer.

All financial records related to the budgeting and funding of the Program shall be maintained for (5) years.

District, at its option, may desire to account for funds paid to Catapult through an audit at the District's expense. If the District elects to exercise this option, the Superintendent of Schools shall give Catapult ten (10) calendar days' prior notice. Catapult shall cooperate with the District's employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report, Catapult shall be given twenty (20) calendar days to react and draft a response which shall be included in the report to the District.

CERTIFICATION REGARDING DEBARMENT, NON-COLLUSION AND PUBLIC ENTITY CRIMES.

District may utilize federal funds for its payment pursuant to the Agreement; accordingly, Catapult shall execute and deliver to District, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the Agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. In the event that additional forms are required, District shall identify those forms and give Catapult a reasonable time to execute them.

REPORTS AND EVALUATIONS

Catapult will maintain and retain throughout the Term of this Agreement and for a period of at least five (5) years, financial information that indicates utilization of funds received from District, or such longer period of time as may be required by any law, rule, regulation or retention schedule relating to the public records. In the event of a State or federal audit of District regarding expenditures of state funds, Catapult shall make available for inspection such financial information as required by the FLDOE or other auditing agencies.

Catapult agrees to submit an annual report (the "Annual Report") for each year of implementation during the Term, no later than July 31 following the end of the previous Term. The Annual Report shall contain basic demographic data, attendance rates, enrollment data, and achievement data on all participating students. Student achievement data shall include the number of credits earned by students, the number of credits earned per student, the number of students participating in the Program, and the number of graduates exiting the Program. This data must be sufficient to allow judgment of the Program effectiveness in achieving its stated objectives.

Catapult and District intend to utilize the results of the evaluations and written reports as part of the criteria for continuation or termination of future participation in the Program. Additionally, District must receive the audited financial statements no later than September 30th following the end of the previous school year.

During the first year of the Term, Catapult and the District will work together to establish mutually agreeable annual baselines in each of the following areas: (i) Four year graduation rate; (ii) Average credits earned per student; and (iii) % of students earning 3

or more credits in the Program (collectively, the "Baseline"). By the end of the second year of the Term, Catapult agrees to use its reasonable best efforts to increase the Baseline by 5% ("New Baseline"); provided, however if Catapult does not achieve this goal, Catapult and the District will enter into a mutually acceptable corrective action plan to meet this goal. By the end of the third year of the Term, Catapult agrees to use its reasonable best efforts to increase the New Baseline by 10%; provided, however if Catapult does not achieve this goal, Catapult and the District will enter into a mutually acceptable corrective action plan to meet this goal.

Year 3

TERM OF AGREEMENT

The term of this Agreement shall be as set forth on Exhibit A attached hereto ("Term"), provided any expenditure under this Agreement shall be made from current revenues only. This Agreement may be terminated prior to the expiration of the Term by either party as provided in the Termination section of this Agreement.

DISPUTE RESOLUTION

In cases of conflicts concerning philosophies or approaches to be used in the Program, a solution shall first be sought through communication between the Catapult Administrator and the Superintendent's designee, before the notice of default and termination process can be triggered by either party

RELATIONSHIP OF THE PARTIES

It is understood and agreed that Catapult is an independent contractor and that neither it nor any employees or agents contracted by this institution shall be deemed for any purposes to be employees (paid or volunteer) or agents of District. This Agreement does not create a joint venture or business partnership under State law. Catapult assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to the Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, benefits and like requirements and obligations. In no event shall either party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers and students.

INSURANCE

Catapult shall have, prior to performance, a certificate of insurance showing: Liability - \$1,000,000 minimum and Property - \$1,000,000 minimum. Or in lieu of the previous: Combined Single Limit (CSL) - \$5,000,000.

As required by Florida Statute 440, Catapult shall maintain during the life of this Agreement, Workers' Compensation Insurance. Coverage shall be for all of its employees connected with the work related to this Agreement and, in case any work is sublet, Catapult shall require the subcontractor(s) similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are

covered by the protection of Catapult. Catapult also agrees to supply evidence of such coverage with the submission of this agreement. Catapult agrees to indemnify and to hold harmless schools from and against any and all liability which may arise out of the performance of this Agreement unless such liability shall be a direct or proximate result of the negligence of the District, its agents or employees.

Catapult shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one hundred thousand (\$100,000) dollars per claimant, one million (\$1,000,000) dollars per occurrence, or five million (\$5,000,000) dollars combined single limit (CSL).

The Clay County School District, 900 Walnut Street, Green Cove Springs, Florida 32043, must be listed as additional insured on the certificate. Certificates with the valid endorsement shall be provided to the General Manager of Procurement, or designee.

INDEMNIFICATION; NO WAIVER OF IMMUNITY

Catapult shall indemnify, hold harmless, and defend District, Board members, officers, employees, agents and volunteers or representatives against any claim, action, loss, damage, injury, to persons, including death, or damage to property (and including reasonable attorneys' fees and costs incurred by District), wholly or in part caused by or arising out of (i) the negligent or intentional act or omission of Catapult arising out of or connected with the provisions of this agreement; (ii) Catapult's failure of performance of any material term of this Agreement or work performed hereunder by Catapult or any material omission thereof by Catapult; (iii) Catapult's material breach of this Agreement; (iv) failure of Catapult to pay suppliers, vendors, employees, agents, or contractors in connection with any "Catapult Academy" site or this Agreement; (v) any actions related to violation of State and federal statutes related to the education of students with disabilities to the extent that the acts are attributable to Catapult in the course of fulfilling its obligations under this Agreement; (vi) any claims and actions by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by Catapult in connection with this Agreement; or (vii) Catapult's non-compliance with any material law applicable to this Agreement; with each of the foregoing items (i) through (v) excluding only the material negligence of District; provided however in no event shall Catapult be liable for consequential, indirect, special or punitive damages unless damage involves a breach of confidentiality of student information provision. In any and all claims against District, its Board members, employees, agents and representatives by any employee of Catapult or its subcontractor, anyone directly employed by Catapult or its subcontractor, indemnification under this Agreement shall not be limited in any way by any limitation (except as may be limited by the Florida Tort Claims Act, §768.29(5), Florida Statute, and the exceptions contained therein.) on the amount or type of damages, compensation or benefits payable by or for Catapult or any of its subcontractors under the Worker's Compensation Acts, Disability Benefits Acts or any other employee benefit act. The indemnification of District shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise, and this indemnification obligation shall not be diminished or limited in any way to the total limits of insurance required in this Agreement or otherwise available to Catapult or its subcontractor. In addition,

Catapult shall indemnify, defend and protect, and hold District harmless against all claims and actions including reasonable attorneys' fees and costs, brought against District by reason of any actual or alleged infringement of patent or other proprietary rights by Catapult in any material, process, machine or appliance used by Catapult in connection with this Agreement. Catapult's indemnity obligations in this Agreement shall survive the expiration or termination of this Agreement. Neither Catapult nor District waives or relinquishes immunity or defense on behalf of itself, its trustees, officers, employees, or agents as results of the execution of this Agreement and performance of the functions and obligation described herein. District is subject to the limitations and provisions of the Florida Tort Claims Act, §768.29(5), Florida Statute, and the exceptions contained therein (the limitations and provisions of which are not altered, expanded, or waived by anything in this Agreement).

NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

RIGHT IN PROPERTY

All title to Catapult supplies, equipment, furniture, and records shall remain the sole property of Catapult. All title to District furnished supplies; equipment, furniture, materials and/or textbooks shall remain the sole property of District. All student records shall be the property of District. Catapult shall not permit the placing of any liens (statutory, judgment, or otherwise) on the property of District.

PROPRIETARY INFORMATION

The parties acknowledge that Catapult considers its written course of instruction a valuable asset. District shall be permitted to access such written course of instruction for the purpose of monitoring instruction and the services provided by Catapult under this Agreement. Unless otherwise required by law District shall not disclose, directly or indirectly, any confidential or proprietary information concerning its business operations or methodology concerning or its written course of instruction to any person, firm or entity. Notwithstanding the foregoing, nothing herein shall be construed to prohibit District from monitoring the services provided herein or otherwise complying with federal, State or local audit requirements.

The Parties acknowledge and agree that confidential information shall not be deemed to include any information or data which:

- a. is within the public domain through no fault or breach of District, its employees or agents;
- b. is lawfully obtainable from other sources;
- c. District is required to disclose pursuant to the order of a court or tribunal of competent jurisdiction of the lawful requirements of a governmental agency, or as otherwise required by the law;

- d. is disclosed with the prior written consent of Catapult;
- e. information that is independently developed by District without the benefit of Catapult's confidential information; or
- f. is made available to students or parents and guardians participating in the Program.
- g. is a matter of public record in accordance to the State of Florida Public records law, Chapter 119, Florida Statute, Art I,S.24, of the State Constitution and any other comparable federal laws. In the event that Catapult contends that any information or data that is subject to this part is exempt from disclosure under any applicable law relating to public records, Catapult will assume the defense of any action in which disclosure is sought and will at its expense provide that defense and assume any liability caused to District by nondisclosure including but not limited to any award of attorney's fees or costs imposed on or against District as a part of any order or award entered in such an action.

District warrants and agrees it will not appropriate Catapult's Program or the use of Catapult's Program. Any replications of the Program by District is a per se violation of this provision.

TERMINATION; REMEDIES

The Agreement may be terminated prior to expiration of any then current Term as follows:

1. By mutual written agreement of the parties hereto, which agreement shall state the effective termination date and any other terms and conditions of said termination.
2. By either party hereto, with or without cause at the end of any school year, by such party giving ninety (90) days prior written notice of non-renewal to the other party.
3. Immediately, by either party, hereto, upon a material breach of the terms of this Agreement, after first giving the other party written notice of the breach and permitting the other party thirty (30) calendar days to remedy said breach.
4. Immediately, by District in the event health, safety or welfare of student is threatened.

NOTICES

Any notice required to be given under the provisions to this Agreement shall be in writing and shall be duly served when it shall be hand delivered to the addresses set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office Addressed, or via overnight delivery, to the party at the following addresses:

To Catapult: Catapult Learning, LLC

Attention: General Counsel
Two Aquarium Drive, Suite 100
Camden, New Jersey 08103
Phone: 856-283-3456

To District: Clay County School Board
Attention: Superintendent
900 Walnut Street,
Green Cove Springs, Florida 32043
Phone: 904-284-6500

Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of District and Catapult as set forth below. Each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in this Agreement, as well as the process for routine or administrative communications.

PUBLIC ENTITY CRIMES

Per the provisions of Florida Statute 287.133 (2) (a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of realty property to a public entity, may not be awarded or perform work as a vendor, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in Florida Statute 287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list."

Catapult certifies, by submission and signature of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2)(a).

FEDERAL DEBARMENT

Catapult certifies, by submission and signature of this Agreement, that Catapult complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implementation at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

ASSIGNMENT

No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

SECTION HEADINGS

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

GOVERNING LAW

This Agreement is made in Florida and shall be construed, interpreted, and governed by the laws of such State. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Clay County, Florida for any action under this Agreement.

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party.

COMPLETE UNDERSTANDING

This Agreement shall constitute the complete understanding of Catapult and District, and may not be modified in any manner without the express written consent of both parties.

FACSIMILE AND COUNTERPART SIGNATURES

This Agreement may be executed via facsimile and counterpart signature, each of which shall have the full force and effect of an original Agreement, and each of which when taken together shall constitute but one and the same instrument.

AUTHORITY

Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement to be effective on _____, 2017.

Witnesses:

CATAPULT LEARNING, LLC

By: _____
Name: _____

By: _____
Andrea Vargas,
President Schools Group

ATTEST:

**CLAY COUNTY SCHOOL BOARD,
FLORIDA**

By: _____

By: _____

EXHIBIT A

PROGRAM OFFERING

Term	The term of this Agreement shall commence upon signature by both parties and shall continue in effect through June 30, 2018. Thereafter, the Agreement may be renewed annually with the written approval of the parties.
Facilities	Program will be hosted at an off-campus or community-based facility convenient to the target student population or major public transportation hubs in District. If community-based facilities are used, Catapult will be responsible for outfitting the facilities with leasehold improvements, installing most appropriate breed of hardware & software, providing ongoing IT support, and creating a safe and student-friendly environment that promotes a culture of learning. Facilities are typically open Monday through Friday, between the hours of 7:00 am and 5:00 pm.
Student Recruitment Services	District will work with Catapult to identify students that may be candidates for the Program. Catapult will enroll Eligible Student Students through its own efforts and through District and school referrals. At its sole expense, Catapult will recruit students through some or all of the following channels: community outreach teams, TV & radio, blended marketing, community outreach, website/social media, and schools & community referrals.
Instructional Model	Catapult provides a blended instructional environment utilizing both live instruction and blended courses facilitated by teachers. Students recover incomplete academic credits using blended courseware, working one-on-one with state-certified teachers who communicate with students via email and Skype-like video chat. Students work on a limited number of courses at any one time, allowing them to work briskly and efficiently to earn credits. The adaptive model allows students to work at their own pace, taking more time where more is needed and receive individualized assistance from onsite teachers where assistance is needed. Students regularly engage with the onsite staff and their peers in small group instruction. The blended courseware is rigorous, engaging, interactive, and aligned to Florida State Standards. Morning and afternoon sessions can be made available as needed to accommodate student work and family schedules.
Proprietary Intervention Program	Catapult will provide its proprietary reading and math intervention curriculum and programs to each Catapult site to better support the needs of struggling students, including AchieveReading High School, AchieveMath High School Readiness, and AchieveMath High School. The goal of these interventions is to keep students engaged in the learning process and on track to complete courses necessary to earn a high school diploma.
Wraparound Support Services	<p>Each student is assigned a teacher or guidance counselor mentor who works with him/her throughout the school year. Students and mentors review motivation and goals, and agree to a "Success Plan" to be reviewed at regular intervals. The "Success Plan" will track the District's graduation requirements.</p> <p>Catapult offers SpEd students the support they need to be successful in their coursework. Previously classified students will be served in a general education instruction program if such students are eligible for participation in the Program. Catapult's instructional services have previously successfully addressed the learning needs of students with the following special needs, including: Borderline intelligence, Mild cognitive impairment, Mild communication impaired, SLD (mild to moderate), Other Health Impairment, Mild autism/Asperger's. All instructional staff are certificated or licensed in accordance with local and state requirements.</p>

<p>Assessment & Test Readiness Support</p>	<p>Student assessment and testing will be administered throughout the academic year in accordance with District and State requirements to improve the instructional program, assess the progress of individual students in relation to standards, and to assess the progress of the students within the blended curriculum. Teachers and staff will regularly monitor progress of their students and adjust any expectations or conduct conferences to determine interventions and remediation that may be needed to keep the student on track.</p> <p>All students enrolled in the Program will be required to take the same state, end of course, and high school graduation assessments administered by the District. All Catapult teachers receive intensive training in test-taking strategies and supplemental materials and practice assessments to help prepare their students for these exams. Teachers learn how to work within a specific test-readiness instructional model that helps students learn and practice strategies for mathematics and language arts tests, and guides students through a process of analyzing their own work to understand and correct errors. Students get access to study guides, sample tests, and other print and blended materials to practice strategies and gain confidence.</p> <p>In an effort to track ongoing progress with formative assessment, we currently use the Renaissance Learning STAR Enterprise blended, computer-adaptive assessments. From time to time, Catapult changes the types of assessments that it uses in connection with tracking student progress but all produce similar benefits for Catapult's districts. Students will be assessed at program entry and then on a monthly basis. The STAR assessments are widely used nationwide and are aligned to both Florida State State Standards..</p>
<p>College Admissions Assessment & Counseling Support</p>	<p>Catapult partners with higher education institutions to (i) provide students information on the college admissions process and available financial aid and scholarships, and (ii) to permit credits to be earned in the Program and transferred to the local or regional higher education institutions pursuant to an articulation agreement.</p> <p>Catapult also offers students 24/7 access to blended standardized test preparation courses. Each self-paced, blended course offers instructional lessons, proven effective strategies, and interactive course work including hundreds of practice questions.</p>