

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and visionSPEAK Consulting, LLC (hereinafter "Contractor"), with its principal place of business at 4919 Stokes Court, Louisville, KY 40218.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

VisionSPEAK Consulting will provide college access, postsecondary readiness, transition planning, and student-development services that support Jefferson County Public Schools' three pillars and its vision of ensuring students graduate prepared, empowered, and inspired to reach their full potential.

College Access & Success Program

Services

- Provide consultation to school staff regarding college access, admissions, financial aid, and post-secondary readiness.
- Design and update college access and success curriculum aligned with student and district needs.
- Deliver workshops for students on topics including college exploration, college admissions, financial aid, FAFSA, scholarships, and college success strategies.
- Provide individualized college counseling and application support for students as requested.

Deliverables

- Develop and/or update college access and success curriculum and workshop materials.
- Facilitate approximately 17 postsecondary readiness and transition workshops during the contract period, serving approximately 100-150 students at participating schools. Workshops shall be up to 4 hours in length at a cost of \$200 per hour.
- Provide individualized advising sessions for students as requested.
- Collaborate with school administrators/teachers to align programming with school improvement goals.
- Provide program participation data and summary reports upon request.

Expected Outcomes

- Increase student knowledge of the college admissions and financial aid process as measured through participant feedback and workshop evaluations.
- Increase student completion of college applications, FAFSA submissions, and scholarship applications.
- Increase student confidence in developing an individualized postsecondary plan.
- Expand college counseling capacity by providing direct support to students and school staff.
- Increase student engagement and preparedness for postsecondary transition.

Becoming Program

Services

- Design and facilitate developmentally appropriate leadership and personal development workshops for participating students.
- Deliver programming focused on future planning, conflict resolution, communication, self-advocacy, decision-making, leadership, confidence, and goal setting.
- Create learning experiences that allow participants to examine their strengths, interests, values, educational goals, and future possibilities.

Deliverables

- Collaborate with program staff to align workshop content with program goals.
- Facilitate approximately eight leadership and personal development workshops throughout the program, serving approximately 250-300 students. Workshops shall be up to 6 hours in length at a cost of \$200 per hour.
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- Develop participant activities and supporting materials.

Expected Outcomes

- Increase students' leadership, communication, and goal-setting skills.
- Support students in developing an actionable academic and postsecondary plan.
- Increase students' confidence, self-advocacy, and sense of community.

D.O.R.M.S. College Conference

Services

- Provide conference planning consultation and logistical support.
- Design and facilitate sessions focused on postsecondary planning and successful college transition.

Deliverables

- Participate in conference planning meetings as requested.
- Design and facilitate two conference workshops and participate in college fair, serving approximately 100 students and families. Workshops shall be up to 4 hours in length at a cost of \$3,150.00 per workshop and fair service for a total of \$6300.

- Provide workshop materials and resources for attendees.
- Support conference implementation and participant engagement throughout the event.

Expected Outcomes (ROI)

- Increase participants' understanding of college expectations and transition planning.
- Increase awareness of college admissions, financial aid, and campus resources.
- Equip students with practical action steps to successfully transition to college.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. All other provisions of Article V shall remain the same.

If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	\$29,500
Progress Payments (if not applicable, insert N/A):	Itemized invoice will be submitted bi-monthly beginning in October 2026
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	DV11804 0349 900XX: <u>\$8,500</u> ; DV11804 0349 900XS: <u>\$21,000</u>

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on October 1, 2026 and shall complete the Services no later than June 30, 2027 unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Chief Finance Officer, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; ~~and automobile liability, \$1,000,000.~~ Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. ~~Additionally, Contractor shall maintain workers compensation coverage with limits required by law;~~ and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI
Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender

expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board hereby appoints Dr. Marlon Miller as Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. As necessary, the Contract Administrator may appoint a successor to serve as Contract Administrator through written notice to the Contractor and the Chief Finance Officer. If at any time, the Contract Administrator is no longer in the employment of the Board, the Board's Chief Financial Officer shall appoint a new Contract Administrator and provide notice of that appointment to Contractor.

ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.

- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of October 1st, 2026.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

Title: Dr. H. Brian Yearwood
Superintendent

visionSpeak Consulting
CONTRACTOR

By: _____

Title: Dr. Candice Johnson, visionSPEAK
Founder/CEO

Cabinet Member: Dr. John Marshall

(Initials)

Jefferson County Public Schools

NON-COMPETITIVE DETERMINATION EXPLANATION

Describe how you determined that competitive vendor selection is not feasible?

Documentation requirement for all noncompetitive D&F transactions, including contracts and purchases of products at any dollar amount: Requisitioner must document how they determined that the vendor qualified for noncompetitive purchasing. This explanation may include documenting the efforts to find other vendors who provide a similar service/product and/or a list of services/products reviewed and the specific attribute that made the selected service/product distinctly different. This documentation must be attached to contracts during the routing process and attached to the requisition for purchases of all services/products using noncompetitive purchasing.

Requirement for all purchases of \$50,000 or more: Requisitioner must include evidence of cost center approval. This may be accomplished by attaching the Requisition to Purchase form to the Munis requisition or by attaching an approval email from the cost center head. Document negotiation efforts to receive the best price for the service/products being procured.

What specific criteria/criterion is/are necessary for this product or service? The Department of Opportunity & Access requires a highly specialized educational consulting partner capable of providing comprehensive, culturally responsive ACT/College Prep curriculum design and continuous strategic planning. The necessary technical criteria for this service include:

1. The capacity to design and execute a highly customized College/ACT Prep Program tailored specifically to the shifting accountability metrics and student demographics of targeted JCPS high school sites.
2. Specialized consulting expertise to advise district leadership on emerging national trends, best practices, and equitable administrative solutions for first-generation, college-bound students.
3. Proprietary curriculum design capabilities that integrate test-taking strategies directly into existing high school scheduling blocks without disrupting core daily instruction.

Because this initiative requires bespoke curriculum construction and localized data alignment rather than a generic, off-the-shelf test prep software package, a consulting firm with proven, specialized expertise in urban district college-readiness pipelines is a mandatory criterion.

What steps did you take (i.e. research) to determine this was the only vendor available?

Market research and a comparative review of regional test-preparation and educational consulting vendors (Kaplan, Vint Hill) were conducted by the Department of Opportunity & Access.

While national commercial providers offer generic, standardized ACT prep materials, they lack the specialized consulting infrastructure required to build customized, site-specific curricula that adapt to individual JCPS building cultures (such as our targeted academy models and specialized high school environments). VisionSpeaks Consulting utilizes a proprietary planning and consulting methodology that blends direct data analysis with customized student-readiness strategies.

Furthermore, VisionSpeaks possesses unique, established baseline research and institutional knowledge regarding the specific academic trends and scheduling constraints of our targeted high school sites. Replicating this localized research and custom curriculum design with an outside, commercial test-prep vendor would cause significant administrative duplication of effort and delay critical student interventions. Therefore, VisionSpeaks Consulting is uniquely positioned as the sole provider capable of fulfilling these highly specific, customized design deliverables