### Vision:
All Montgomery County children are ready for kindergarten and have the foundation needed for success in school and life.

### Mission:
Because Preschool is an important building block for a child’s success, we will promise every child in Montgomery County the opportunity to attend at least one year of affordable, high quality Preschool. That commitment requires providing tuition assistance to families and helping Preschools continuously improve the quality of their programs.

### Goal:
Increase the percentage of children in High Quality Preschool.

#### CALL TO ORDER/EXECUTIVE DIRECTOR REPORT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Call to Order</td>
<td>Debbie Feldman</td>
</tr>
<tr>
<td>2) Approval of Minutes from February 21, 2019 meeting</td>
<td>Robyn Lightcap</td>
</tr>
</tbody>
</table>

**Action Needed:** Approval of minutes

#### FINANCIAL REPORT (12:20-12:40 p.m.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4) Flagel Huber Flagel Audit Report</td>
<td>Chris McCaskey Alicia Manning</td>
</tr>
</tbody>
</table>

#### ACTION ITEMS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5) Revised Board Financial Procedures</td>
<td>Robyn Lightcap</td>
</tr>
<tr>
<td><strong>Action Needed:</strong> Approval of Procedures</td>
<td></td>
</tr>
<tr>
<td>6) Financials Review &amp; Approval</td>
<td>Jane McGee-Rafal Robyn Lightcap</td>
</tr>
<tr>
<td><strong>Action Needed:</strong> Approval of Financials</td>
<td></td>
</tr>
</tbody>
</table>

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**Page 1 of 2**
7) Provider Agreements for 2019-2020 School Year
   *Action Needed: Approval of Agreements*
   Ashley Marshall

8) Consultant Agreement with Loving Guidance, Inc. for
   Conscious Discipline 1 Institute August 5-9, 2019
   *Action Needed: Approval of Agreement*
   Robyn Lightcap

9) Agreement with Kids Read Now, Inc. for the book a month
   program for Preschool Promise enrolled children
   *Action Needed: Approval of Agreement*
   Robyn Lightcap

**DISCUSSION ITEMS**

10) Evaluation Update
    Richard Stock
    Mary Fuhs

11) Enrollment Update
    Ashley Marshall

12) Quality Update
    Latoria Marcellus

13) Marketing & Outreach Update
    Charmaine Webster

**ADJOURN**

14) Adjourn
    *Action Needed: Adjourn*
    Debbie Feldman

**Upcoming Board Meetings**

All 2019 meetings will be held from 12:00-1:30 p.m. at Montgomery County ESC, 200 South Keowee Street, Dayton, OH 45402.

<table>
<thead>
<tr>
<th>Dates</th>
<th>Planned Key Topics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, June 26</td>
<td>Review of 2018-19 school year data</td>
</tr>
<tr>
<td>Wednesday, August 28</td>
<td></td>
</tr>
<tr>
<td>Wednesday, October 30</td>
<td>Review of 2018-19 school year data</td>
</tr>
<tr>
<td>Thursday, December 12</td>
<td>Approve budget for FY20</td>
</tr>
</tbody>
</table>

**Upcoming Events**

- **Spring Clean**: Thursday, April 25 at MVCDC-Kings Highway
- **Spring Clean**: Friday, April 26 at Sweet As Honey, Your Children First, Kettering City Schools, Dayton Christian Center, Lincoln Academy, and South YMCA
- **Spring Clean**: Friday, May 3 at Immaculate Conception and Northern Hills
- **National Teacher Appreciation Day**: Tuesday, May 7
- **End of Year Celebration**: May 15 and May 16, 5:30-8:30 p.m. at Boonshoft Museum
- **DPS Teacher Training Week**: May 28-31 (May 30-31 Conscious Discipline & Trauma)
- **Steering Committee Meeting**: Wednesday, May 22, 12:00 p.m. at Keowee St.-General Assembly Rm
- **MVCDC CD1 Institute**: August 5-9 at The Presidential Banquet Center
- **Provider Fair**: Saturday, August 10, 11:00-2:00 p.m. at The Kroc Center
Board of Trustees Meeting MINUTES
February 21, 2019
12:00 p.m. - 1:30 p.m.
200 S. Keowee Street, Dayton, OH 45402

<table>
<thead>
<tr>
<th>Chair:</th>
<th>Debbie Feldman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note Taker/Time Keeper:</td>
<td>Barbara Elrod</td>
</tr>
<tr>
<td>Members Expected to Attend:</td>
<td>☒ PJ Brafford</td>
</tr>
<tr>
<td></td>
<td>☐ Clay Dixon</td>
</tr>
<tr>
<td></td>
<td>☒ Debbie Feldman</td>
</tr>
<tr>
<td></td>
<td>☐ Anissa Lumpkin</td>
</tr>
<tr>
<td></td>
<td>☒ Jane McGee-Rafal</td>
</tr>
<tr>
<td>Members Expected Absent:</td>
<td>Clay Dixon, Anissa Lumpkin</td>
</tr>
<tr>
<td>Guests:</td>
<td></td>
</tr>
</tbody>
</table>

Vision: All Montgomery County children are ready for kindergarten and have the foundation needed for success in school and life.

Mission: Because Preschool is an important building block for a child’s success, we will promise every child in Montgomery County the opportunity to attend at least one year of affordable, high quality Preschool. That commitment requires providing tuition assistance to families and helping Preschools continuously improve the quality of their programs.

Goal: Increase the percentage of children in High Quality Preschool.

1.) CALL TO ORDER
Meeting was called to order at 12:08 p.m. by Debbie Feldman.

2.) APPROVAL OF MINUTES FROM PREVIOUS MEETING
Board reviewed minutes from the meeting held on December 7, 2019.

   Jane McGee-Rafal motioned for approval. PJ Brafford seconded the motion.
   All in favor; none opposed; motion passed (3-0).

3.) EXECUTIVE DIRECTOR REPORT

   • Robyn Lightcap shared the highlights of the Ballmer visit at Small World Early Childhood Center.
   • Ashley Marshall shared the updated enrollment numbers of 1,279 four year olds enrolled with Preschool Promise and 1,801 students attending in Preschool Promise classrooms. The Operations team has been conducting Informational Sessions for Providers to apply for the 2019/2020 program year, we anticipate the addition of five new programs.
   • Robyn Lightcap presented the Expansion Fund. The fund is open to 5 Star-Rated centers to expand Preschool seats in the City of Dayton. The Fund is open ended to allow centers to apply when they are interested.
Robyn Lightcap shared information on the Star Bound Program to work with centers throughout Montgomery County assisting them in achieving the required Star Rating by the 2020 deadline. The goal is to get 25 programs rated before the July 1, 2020 deadline. The program is a collaboration with 4C for Children and Creative World of Learning to do assessments and coaching.

4.) **APPROVAL OF AN ADDENDUM TO THE 4C FOR CHILDREN CONTRACT**

Robyn Lightcap presented the addendum (budget, consulting services and scope of work) to their current contract for approval.

*PJ Brafford motioned for approval. Jane McGee-Rafal seconded the motion.*

*All in favor; none opposed; motion passed (3-0)*

5.) **APPROVAL TO TERMINATE AGREEMENT WITH CWCC, INC.**

Robyn Lightcap presented termination agreement for the Business Practices Training effective immediately for approval. This is being terminated so we can redirect efforts to the Star Bound contract.

*PJ Brafford motioned for approval. Jane McGee-Rafal seconded the motion.*

*All in favor; none opposed; motion passed (3-0)*

6.) **APPROVAL OF A CONTRACT WITH CWCC, INC.**

Robyn Lightcap presented a Consulting Services Agreement with CWCC, Inc. for the Star Bound program effective March 1, 2019 through June 30, 2020 at a cost not to exceed $35,000.

*Jane McGee-Rafal motioned for approval. PJ Brafford seconded the motion.*

*All in favor; none opposed; motion passed (3-0)*

7.) **APPROVAL OF OUTREACH SPECIALIST AGREEMENTS**

Robyn Lightcap and Charmaine Webster presented the outline of the Scope of Work and Memorandum of Understanding to hire Outreach Specialists on a part-time contract for work conducted from March through September, 2019.

*Jane McGee-Rafal motioned for approval. PJ Brafford seconded the motion.*

*All in favor; none opposed; motion passed (3-0)*

8.) **APPROVAL OF THE OHLMANN GROUP MEDIA PLAN**

Charmaine Webster presented the media plan with The Ohlmann Group for marketing communications for 2019 to include the expansion of Jefferson Township and Trotwood.

*Jane McGee-Rafal motioned for approval. PJ Brafford seconded the motion.*

*All in favor; none opposed; motion passed (3-0)*

9.) **APPROVAL OF A CONTRACT WITH eSchoolView**

Robyn Lightcap presented a 2-year contract with Infinite Cohesion Ltd, DBA eSchoolView for website, on-line application, hosting, maintenance and support for approval.

*PJ Brafford motioned for approval. Jane McGee-Rafal seconded the motion.*

*All in favor; none opposed; motion passed (3-0)*
10.) APPROVAL OF FINANCIALS
Robyn Lightcap along with Marie Giffen presented the financials through December, 2019 for approval. The financials had previously been reviewed by the Finance Committee.

PJ Brafford motioned for approval. Jane McGee-Rafal seconded the motion.
All in favor; none opposed; motion passed (3-0)

11.) APPROVAL OF REVISED BUDGET FOR FISCAL YEAR 2019
Robyn Lightcap along with Marie Giffen and Jane McGee-Rafal presented the revised 2019 Fiscal Year Budget.

PJ Brafford motioned for approval. Jane McGee-Rafal seconded the motion.
All in favor; none opposed; motion passed (3-0)

12.) DISCUSSION ITEMS
- Summary of Board Retreat Discussion on November 1
- Family Activities - Boonshoft End of Year, Boonshoft & Book of the Month for 2019-2020
- Marketing - Spring Clean in April
- Quality - Wired to Move, Culturally Responsive Teaching

13.) ADJOURN
Debbie Feldman adjourned the meeting at 1:30 p.m.
FISCAL MANAGEMENT PROCEDURES

A) Accounting Practices- Financial Receipts

To provide general guidelines for reporting revenues and making deposits.

PROCEDURES

1. The Director of Finance will keep an up-to-date and detailed record of all receipts. As part of this process all statements received from banks and other financial institutions will be reconciled on a monthly basis, and presented by the Director of Finance for review by the Executive Director.

2. All monies received will be deposited within five working days of receipt. All checks will be endorsed “For Deposit Only Preschool Promise, Inc.” Bank certified deposit slips are maintained to ensure proper reconciliation.

3. Checks received will be opened and recorded by the Administrative Assistant by scanning and uploading images to the shared drive.

4. The Executive Director or the Director of Operations will deposit the checks.

5. The deposit receipt will be sent to the Director of Finance to record in the accounting records.

6. The Executive Director will indicate whether the funds are Unrestricted, Temporarily Restricted (must either be used for a specific purpose, in specific period, or when specified events have occurred) or Permanently Restricted (the principal has to remain permanently intact, with only the income available for expenditure.) Temporarily restricted funds that will be received and spent in the same fiscal year can be reported as unrestricted.

7. All cash receipts will be applied to specific funds and a Monthly Cash Receipt Report will be generated by the Director of Finance, independent of the general ledger, and is reconciled to the general ledger and the bank statements monthly.

8. For charitable contributions, all donor cash receipts will receive acknowledgement letters generated by the Director of Finance upon posting the cash receipt and signed by the Executive Director.

9. A reconciliation of donations received, deposits and outstanding deposits will be prepared at the end of each month. The Executive Director will review the reconciliation and will sign, or initial the document as a proof of his/her approval.

10. At the end of each fiscal year the total amount of tax receipted donations must be reported to the Internal Revenue Service. To maintain its charitable status Preschool Promise, Inc. must file an annual Form 990 within its required time period. The 990 will be drafted by the auditor and approved by the Board prior to submission. Documentation supporting the amount reported on the annual Form 990 will be kept for a minimum of seven calendar years from the day the tax receipt was issued.
11. Any cash received will be stored in a safe until it can be deposited.

12. Monthly cash reconciliation should be completed by the 10th of the following month and submitted to the Executive Director for review.

13. Any investments and investment policies will be reviewed annually by the Finance Committee.

B) Accounting Practices - Financial Disbursements

To provide general guidelines for reporting expenses, signing authorities, establishing check signing requirements and issuing and maintaining tax receipts.

General Reconciliation Procedures

1. The Director of Finance will keep an up-to-date and detailed record of all expenditures. All statements received from banks and other financial institutions will be reconciled on a monthly basis by the Director of Finance and reviewed by the Executive Director.

2. All invoices will be entered into the accounting records by the Director of Finance to generate the proper method for payment (check or EFT) to an authorized vendor. The invoice will be stamped paid and the check number and the date of payment will be recorded on each invoice when paid and the bottom portion of the check stub will be stapled to the invoice. The checks will be signed in the prescribed manner as noted in the Financial Board Policies and the supporting documentation will be reviewed by the signor(s) at the time the checks are signed to ensure the integrity of the information matches the invoice and/or required documentation for payment. The invoice will then be filed in the appropriate vendor or object file by calendar year.

3. The Board of Trustees will approve signing authorities/officers for Preschool Promise, Inc. as prescribed in the Financial Board Policies. The Director of Finance is responsible for enforcing the procedures as set forth in the above mentioned policy and is responsible for ensuring and reviewing the required signature cards and other banking agreements of the authorized signing officers are completed and forwarded to the appropriate bank and/or financial institution.

4. At the end of each calendar year a 1099-M will be sent to all non-incorporated businesses or individuals that have been paid more than $600 or more for a service. The 1099-M must be mailed by January 31st the following year.

Check Requests

5. All invoices or Check Requests to be paid are processed for payment weekly by the Director of Finance. All invoices and Check Requests will have an approval by the Executive Director. All invoices and Check Requests will designate the appropriate expense category and use the specified expense codes.

6. A Check Request form must be completed prior to the issuance of a check. To properly complete the Check Request form the following information must be reported:
Preschool Promise, Inc.
Financial Procedures
Revised November 1, 2017 – Revised May 30, 2018 – Revised April 24, 2019

a. Date—Date of Requisition
b. Payable To—Name and complete address of the payee
c. Purpose, Category or Program—Reason for payment cross-referenced to supporting details or documents attached
d. Amount—expressed as $0,000.00
e. Special instructions—If the check is not to be directly routed to the payee then the appropriate routing instruction should be provided
f. Date needed—The date the check is required
g. Requested by—Name of the staff person requesting the check
h. Approval—Executive Director’s signature and date of signature

Credit Cards

7. Credit cards will be issued to staff as appropriate with specified spending limits, ranging from $500 for administrative staff to up to $2,500 for the Executive Director. Authorized expenses include ordering materials and supplies for meetings and training, ordering office supplies, ordering office equipment, paying for events, meals related to business activities, pre-approved travel for conferences or training related to Preschool Promise.

8. A Credit Card Expense form must be completed when the credit card is used. To properly complete the Credit Card Expense form the following information must be reported:
   a. Date—Date of Requisition
   b. Purpose, Category or Program—Reason for payment cross-referenced to supporting details or documents attached
   c. Amount—expressed as $0,000.00
   d. Requested by—Name of the staff person using the credit card
   e. Approval—Executive Director’s signature and date of signature

9. Credit card statements will be reconciled monthly and submitted to the Executive Director for review.

10. The Executive Director’s monthly credit card statement will be reviewed by the Chair of the Board or the Treasurer.
Preschool Promise, Inc.
Financial Procedures
Revised November 1, 2017 – Revised May 30, 2018 – Revised April 24, 2019

Emergency/Unusual Circumstances
1. In the case of an extended absence or an emergency situation the Director of Operations signing authority can be delegated to the Director of Operations by the Chair of the Board.
2. In the case of an extended absence or an emergency situation with the Director of Finance, the Director of Operations may be given authority by the Executive Director to initiate cash disbursements.

Vendors
11. A list of approved vendors will be kept on file.

Petty Cash
12. Petty cash will be kept in a safe and a log will be maintained detailing the date, person, and purpose of the expenditure.

C) Practices—Financial Statements and Returns
Financial Statements will be available to the Board of Trustees upon request and will be reviewed by the Finance Committee and Board as detailed below. To provide an independent opinion of Preschool Promise’s financial position, an audit will be conducted annually. The Executive Director will ensure that returns and/or reports, such as IRS annual Form 990, are submitted to the proper authority and within the allowed period of time.

PROCEDURE
1. The Preschool Promise fiscal year will commence January 1st and end December 31st of the following year.
2. Accounting books will close monthly on last working day of the following month.
3. Monthly financial statements for Preschool Promise will be provided to the Board of Trustees at each regularly scheduled meeting as part of the Board packet. On a quarterly basis the financials will be reviewed by the Finance Committee with a presentation at the Board for review and approval. These statements will include the Statement of Financial Position for current and past fiscal year, the Statement of Financial Income and Expense, the year-to-date budget, a variance column reporting the difference between the two, and the approved annual budget.
4. The Board will approve the selection of a qualified public accounting firm to conduct the annual audit prior to any contractual agreement.
5. The Director of Finance will prepare the annual financial statements for Preschool Promise. Subsequent to the completion of the annual financial statement, and within 90 calendar days of the fiscal year-end, an independent audit will be completed. The audited statement will be prepared by an independent certified public accountant.
6. All receipts, statements, checks, Board minutes and other required information will be made available to the auditor. A formal letter of engagement, which will include the start and end date of the engagement, will be given to the auditor at this time.

7. A copy of the audited financial statements will be provided to all members of the Finance Committee and Board of Trustees at their respective meetings. The Finance Committee, Treasurer, and/or auditor will review the auditor’s report and financial statements at the Finance Committee with the members present and discuss appropriate next steps and recommendations.

8. The Finance Committee and/or Treasurer will present any recommendations made by the auditor, along with the Finance Committee’s recommendations, to the Board of Trustees at a regularly scheduled meeting of the Board. Recommendations will be discussed and adopted by the Board if deemed appropriate.

9. The Board will monitor actions taken to correct any audit findings.

10. The Director of Finance auditing firm will complete and file an IRS annual Form 990 with the Internal Revenue Service no later than the fifteenth day of the fifth month following the fiscal year-end unless appropriate extensions are filed.

11. Annual financial statements should be prepared on the Generally Accepted Accounting Principles (GAAP) for non-profits.
## Preschool Promise, Inc.
### Balance Sheet
**As of February 28, 2019**

<table>
<thead>
<tr>
<th><strong>ASSETS</strong></th>
<th><strong>Feb 28, 19</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Checking/Savings</strong></td>
<td></td>
</tr>
<tr>
<td>1000 · Cash - PNC Checking</td>
<td>320,754.82</td>
</tr>
<tr>
<td><strong>Total Checking/Savings</strong></td>
<td>320,754.82</td>
</tr>
<tr>
<td><strong>Accounts Receivable</strong></td>
<td></td>
</tr>
<tr>
<td>1100 · Accounts Receivable</td>
<td>1,003,704.69</td>
</tr>
<tr>
<td><strong>Total Accounts Receivable</strong></td>
<td>1,003,704.69</td>
</tr>
<tr>
<td><strong>Other Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td>1300 · Prepaid Star Attendance</td>
<td>17,114.78</td>
</tr>
<tr>
<td><strong>Total Other Current Assets</strong></td>
<td>17,114.78</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>1,341,574.29</td>
</tr>
<tr>
<td><strong>Fixed Assets</strong></td>
<td></td>
</tr>
<tr>
<td>1500 · Furniture and Equipment</td>
<td></td>
</tr>
<tr>
<td>1550 · Accumulated Depreciation</td>
<td>-551.04</td>
</tr>
<tr>
<td>1500 · Furniture and Equipment - Other</td>
<td>1,416.96</td>
</tr>
<tr>
<td><strong>Total 1500 · Furniture and Equipment</strong></td>
<td>865.92</td>
</tr>
<tr>
<td><strong>Total Fixed Assets</strong></td>
<td>865.92</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>1,342,440.21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>LIABILITIES &amp; NET ASSETS</strong></th>
<th><strong>Feb 28, 19</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Accounts Payable</strong></td>
<td></td>
</tr>
<tr>
<td>2000 · Accounts Payable</td>
<td>284,687.32</td>
</tr>
<tr>
<td><strong>Total Accounts Payable</strong></td>
<td>284,687.32</td>
</tr>
<tr>
<td><strong>Credit Cards</strong></td>
<td></td>
</tr>
<tr>
<td>2100 · PNC Visa Business Options Card</td>
<td>3,052.06</td>
</tr>
<tr>
<td><strong>Total Credit Cards</strong></td>
<td>3,052.06</td>
</tr>
<tr>
<td><strong>Other Current Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>2500 · Accrued Leased Employee Costs</td>
<td>63,814.65</td>
</tr>
<tr>
<td>2550 · Unearned Revenue</td>
<td>826,742.85</td>
</tr>
<tr>
<td><strong>Total Other Current Liabilities</strong></td>
<td>890,557.50</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>1,178,296.88</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>1,178,296.88</td>
</tr>
<tr>
<td><strong>Net Assets</strong></td>
<td></td>
</tr>
<tr>
<td>3200 · Unrestricted Net Assets</td>
<td>168,261.38</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>-4,118.05</td>
</tr>
<tr>
<td><strong>Total Net Assets</strong></td>
<td>164,143.33</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES &amp; NET ASSETS</strong></td>
<td>1,342,440.21</td>
</tr>
</tbody>
</table>
## Preschool Promise, Inc.
**Profit & Loss Budget vs. Actual**
*January through February 2019*

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
<th>Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Change in Net Assets (Income/Expense)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4300 - Direct Public Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4330 - Foundation Grants</td>
<td>0.00</td>
<td>5,833.34</td>
<td>-5,833.34</td>
<td>0.0%</td>
<td>35,000.00</td>
</tr>
<tr>
<td>4340 - Government Grants</td>
<td>681,498.33</td>
<td>1,116,666.66</td>
<td>-435,168.33</td>
<td>61.03%</td>
<td>6,700,000.00</td>
</tr>
<tr>
<td>4350 - Gifts in Kind</td>
<td>985.63</td>
<td>0.00</td>
<td>985.63</td>
<td>100.0%</td>
<td>0.00</td>
</tr>
<tr>
<td>4300 - Direct Public Support - Other</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total 4300 - Direct Public Support</strong></td>
<td>682,483.96</td>
<td>1,122,500.00</td>
<td>-440,016.04</td>
<td>60.8%</td>
<td>6,735,000.00</td>
</tr>
<tr>
<td>4400 - Indirect Public Support</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
<td>0.00</td>
</tr>
<tr>
<td>4500 - Investments</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>682,483.96</td>
<td>1,122,500.00</td>
<td>-440,016.04</td>
<td>60.8%</td>
<td>6,735,000.00</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>682,483.96</td>
<td>1,122,500.00</td>
<td>-440,016.04</td>
<td>60.8%</td>
<td>6,735,000.00</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 - Business Expenses</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
<td>0.00</td>
</tr>
<tr>
<td>6100 - Business Registration Fees</td>
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<td>6235A - Core Training</td>
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<td>6235C - Coaching</td>
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<td>0.00</td>
<td>0.0%</td>
<td>0.00</td>
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<td><strong>Total 6270 - Call Ctr &amp; Eligibility Determination</strong></td>
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<td>0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>6250 - Property Insurance</td>
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<td>0.0%</td>
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</tr>
<tr>
<td><strong>Total 6250 - Property Insurance</strong></td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>6300 - Facilities and Equipment</td>
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<td>0.00</td>
<td>0.00</td>
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<td>-1,000.00</td>
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</tr>
<tr>
<td>6360 - Property Insurance</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
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</tr>
<tr>
<td><strong>Total 6360 - Property Insurance</strong></td>
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<td>0.00</td>
<td>0.00</td>
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<td>6505 - Website and Email fees (inactive)</td>
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<td>Code</td>
<td>Department</td>
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<td>Budget Jan - Feb 19</td>
<td>$ Over Budget</td>
<td>% of Budget</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>---------------</td>
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<td>Promotional Items</td>
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<tr>
<td>6567</td>
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<td>Events</td>
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<td>100.00</td>
<td>245.00</td>
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<tr>
<td>6582</td>
<td>Social Media</td>
<td>0.00</td>
<td>333.00</td>
<td>-333.00</td>
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<td>6586</td>
<td>Teacher incentives / stipends</td>
<td>80,500.00</td>
<td>81,933.32</td>
<td>-1,433.32</td>
<td>98.25%</td>
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<tr>
<td>6587</td>
<td>Teacher stipends-Dayton only</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>6580</td>
<td>Events</td>
<td>345.00</td>
<td>100.00</td>
<td>245.00</td>
<td>345.0%</td>
</tr>
<tr>
<td>6582</td>
<td>Social Media</td>
<td>0.00</td>
<td>333.00</td>
<td>-333.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>6586</td>
<td>Teacher incentives / stipends</td>
<td>80,500.00</td>
<td>81,933.32</td>
<td>-1,433.32</td>
<td>98.25%</td>
</tr>
<tr>
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<td>Teacher stipends-Dayton only</td>
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<td>0.00</td>
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<tr>
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<td>Operations</td>
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<td>0.0%</td>
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<td>37,100.00</td>
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<td>Travel and Meetings</td>
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<td>6810</td>
<td>Conference, Convention, Meeting</td>
<td>149.63</td>
<td>700.00</td>
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<tr>
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<td>Travel</td>
<td></td>
<td></td>
<td></td>
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</tr>
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<td>Meals</td>
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<td></td>
<td></td>
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<td>6830A</td>
<td>Meals - Meetings</td>
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<tr>
<td></td>
<td></td>
<td>-4,118.05</td>
<td>69,405.70</td>
<td>-73,523.75</td>
<td>-5.93%</td>
</tr>
</tbody>
</table>
PROVIDER AGREEMENT

This PROVIDER AGREEMENT (the “Agreement”) is entered into on this ____ day of ______________, 2019 between PRESCHOOL PROMISE INC., an Ohio nonprofit corporation (“Preschool Promise”), and ____________________________________________________________________________ (the “Provider”).

WHEREAS, Provider wishes to participate in the Preschool Promise program between August 1, 2019 through July 31, 2020 (the “Program”); and

WHEREAS, in consideration of Provider’s participation in the Program and the benefits arising therefrom, Provider agrees to be bound by the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Terms. Upon execution of this Agreement by both parties, Preschool Promise agrees to allow Provider to participate in the Program for the applicable enrollment year. By participating in the Program, Provider agrees to follow and be bound by the terms and conditions set forth in this Agreement and the Provider Handbook, a copy of which is attached hereto and incorporated herein by reference as Exhibit A (the “Handbook”). Provider acknowledges that it has received and read the Handbook and further agrees and acknowledges that Preschool Promise may, at any time and for any reason, amend the Handbook in its sole discretion. Preschool Promise will notify Provider of any changes to the Handbook in a reasonable time and manner.

2. Authorized Representatives. The individual(s) listed below shall be the authorized representative(s) of Provider in relation to this Agreement and Provider’s participation in the Program:

   a. ____________________________________________________________________________
      Name                                      Title

   b. ____________________________________________________________________________
      Name                                      Title

   c. ____________________________________________________________________________
      Name                                      Title

3. Duration. Provider agrees to participate in the Program until the end of the Program, unless otherwise terminated earlier by Preschool Promise in accordance with Section 8.

4. Representations and Warranties. Provider represents and warrants that all information given to Preschool Promise throughout Provider’s participation in the Program, including any information previously stated by Provider in the Program’s application, shall be true, complete and accurate. Provider shall inform Preschool Promise if any information provided by Provider is or becomes false, incorrect or misleading.

5. Indemnification. To the extent provided by law, Provider agrees to defend, indemnify, and hold harmless Preschool Promise, Inc.; Learn to Earn Dayton; 4C for Children; Montgomery County Educational Service Center; the City of Dayton, Ohio; Montgomery County, Ohio; and their officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns (collectively, the “PP Agents”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines,
costs, or expenses of whatever kind (including reasonable attorney fees) that may arise out of Provider’s preschool program or Provider’s participation in the Program.

6. **Release.** Except in regards to any payments from Preschool Promise to Provider as set forth in the Handbook, Provider expressly waives and releases any and all claims now known, or hereafter known, in any jurisdiction, against Preschool Promise and the PP Agents, on the account of Provider’s involvement with the Program or any advice or mentoring given to Provider or its preschool program, whether arising out of the negligence of Preschool Promise, the PP Agents, or any third parties.

7. **Breach.** If Provider breaches any term or condition of this Agreement, including any terms and conditions set forth in the Handbook, as amended from time to time by Preschool Promise, then Preschool Promise shall notify Provider in writing of such breach, setting forth the nature of the breach in reasonable detail. If the breach is curable, Provider shall have thirty (30) days after receipt of the foregoing notice to cure the breach to the reasonable satisfaction of Preschool Promise. If the breach is not cured within thirty (30) days, then Preschool Promise may choose to terminate and revoke Provider’s participation in the Program in accordance with Section 8 of this Agreement.

8. **Termination/Remedies/Survival.** Preschool Promise may terminate this Agreement and revoke Provider’s participation in the Program for the following reasons: (a) any uncured breach of this Agreement by Provider as set forth in Section 7; (b) any violation by Provider, its governing board, directors, officers, representatives, or employees of applicable federal, state or local laws or regulations relating to Provider’s preschool program and the services provided thereunder; or (c) for good cause as determined by Preschool Promise in its sole discretion. If Provider’s participation in the Program is terminated or revoked by Preschool Promise due to an intentional act or omission by Provider which constitutes fraud or deceit, Preschool Promise may request and receive a refund from Provider for any and all costs or tuition assistance arising from Provider’s participation in the Program paid by Preschool Promise during the Program. Notwithstanding the foregoing, Preschool Promise reserves its right to enforce any and all other remedies against Provider it may have in law or in equity arising from Provider’s breach or Preschool Promise’s early termination of this Agreement. If not otherwise terminated by Preschool Promise under this Section 8, this Agreement shall naturally conclude at the end of the Program, unless extended by the parties in writing. Sections 5, 6, 8, and 9 of this Agreement shall survive the termination or conclusion of this Agreement.

9. **Disclosure.** By participating in the Program, Provider agrees and acknowledges that it may be required to furnish, to the extent permitted by law, certain information relating to Provider’s participation in the Program, including but not limited to an accounting of money received by Preschool Promise during the Program, to certain governmental bodies or agencies in connection with any audits or investigations into Preschool Promise by such governmental bodies or agencies. The information to be furnished by Provider under this Section 9 is only intended to include books, records, and accounts of Provider as it relates to the Program or Provider’s participation in the Program, and is not intended to include the general disclosure of Provider’s business books, records, or accounts not otherwise related to the Program or Provider’s participation in the Program.

10. **Assignment.** Provider's obligations under this Agreement may not be assigned or transferred to any other provider, entity, or other third party, unless Provider receives prior written consent from Preschool Promise. Preschool Promise may assign this Agreement at any time.

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no other promises or conditions hereunder whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
12. **Amendment.** This Agreement may be modified or amended in a writing signed by both parties; provided, however, that Preschool Promise may unilaterally amend the Handbook at any time during the Program.

13. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

16. **Alternative Dispute Resolution.** For any dispute, controversy or claim arising out of or relating to this Agreement, the parties shall use their best efforts to find resolution through mediation by using a trained, experienced mediator selected by mutual agreement of the parties, the cost of which shall be shared equally by the parties. If the dispute, controversy or claim is not resolved within sixty (60) days to the satisfaction of both parties by such mediation, such dispute, controversy or claim shall be settled by final and binding arbitration in conformance with the rules of the American Arbitration Association. The place of arbitration shall be Montgomery, Ohio or any other place as mutually agreed upon by the parties in writing. Cost of such arbitration shall be shared equally by the parties. Each party shall be responsible for its own attorney fees.

17. **Notice.** All notices shall be in writing and deemed given when delivered in person or sent by certified mail, postage prepaid, or confirmed overnight courier to the party at the address below, or such other address designated by previous notice.

To Preschool Promise:  Robyn Lightcap, 4801 Springfield Street, Dayton, OH 45431

To Provider:  


18. **Compliance With Laws Exhibit.** If Provider is not otherwise associated or affiliated with Dayton Public Schools, then Provider shall sign and execute a separate “Compliance with Laws” exhibit in addition to this Agreement. If applicable, such executed exhibit shall be attached to this Agreement as Exhibit B and be incorporated herein by reference.

[intentionally left blank – signature page follows]
IN WITNESS WHEREOF, the parties have executed this PROVIDER AGREEMENT as of the date first written above.

**PROVIDER**

By: ________________________________  
Title: ________________________________

**PRESCHOOL PROMISE, INC.**

By: ________________________________  
Title: ________________________________

By: ________________________________  
Title: ________________________________
EXHIBIT A

PROVIDER HANDBOOK

See attached.
EXHIBIT B

COMPLIANCE WITH LAWS

[To only be used with non-Dayton Public Schools Providers]

In addition to the terms and conditions of the Provider Agreement, Provider agrees to the following as part of its participation in the Program:

Compliance with Civil Rights Statutes; Affirmative Action; Non-Discrimination.

A. Provider agrees to comply with all local and state civil rights statutes, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086, and Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio.

B. Provider agrees that (i) it shall be committed to carry out an affirmative action program to the extent required in the President’s Executive Order 11246 of September 24, 1966, and (ii) it will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this section, the term “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632).

C. Provider shall not discriminate because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, military status, place of birth, age, marital status, or disability in any of its activities or operations. These activities or operations include but are not limited to actions against any employee; applicant for employment; subcontractor; vendor; applicant for services; or any family, individual, or child in its programs or business activities.

IN WITNESS WHEREOF, Provider has executed this EXHIBIT B as of the date written on the attached Provider Agreement.

PROVIDER

By:______________________________

Title:____________________________

6
AMENDMENT TO PROVIDER AGREEMENT

This AMENDMENT TO PROVIDER AGREEMENT (the “Amendment”) is entered into on ________________, 2019 by and among PRESCHOOL PROMISE, INC., an Ohio nonprofit corporation (“Preschool Promise”), and ________________ (the “Provider”) (Preschool Promise and Provider are collectively referred to as the “Parties,” and individually as a “Party”).

WHEREAS, the Parties previously entered into a Provider Agreement wherein Provider agreed to participate in the Preschool Promise program pursuant to certain terms and conditions (the “Agreement”); and

WHEREAS, Provider wishes to participate in the Preschool Promise 2018-2019 program, running from August 1, 2019 through July 31, 2020 (the “2019-2020 Program”), and the Parties wish to extend the Agreement through the 2019-2020 Program.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

I. The Parties agree to extend the Agreement for the 2019-2020 Program. Any reference to the term “Program” in the Agreement shall be amended to include the 2019-2020 Program. Exhibit A of the Agreement is hereby amended to include the terms and conditions set forth in the Provider Handbook applicable to the 2019-2020 Program, a copy of which is attached hereto and incorporated by reference.

II. The following provision, required to be included in the Agreement by virtue of the City of Dayton, Ohio contract entered into with Preschool Promise, shall be added to the Agreement:

Compliance with Civil Rights Statutes; Affirmative Action; Non-Discrimination.

A. Each party agrees to comply with all local and state civil rights statues, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086, and Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio.

B. Each party agrees that (i) it shall be committed to carry out an affirmative action program to the extent required in the President’s Executive Order 11246 of September 24, 1966, and (ii) it will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the
performance of this Agreement. As used in this section, the term “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632).

C. Each party shall not discriminate because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, military status, place of birth, age, marital status, or disability in any of its activities or operations. These activities or operations include but are not limited to actions against any employee; applicant for employment; subcontractor; vendor; applicant for services; or any family, individual, or child in its programs or business activities.

III. Except as otherwise provided herein, the Parties agree that the Agreement in all other respects remains in full force and effect and is affirmed as originally written and amended.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties on the date written above.

PRESCCHOOL PROMISE, INC. PROVIDER

By: ____________________________ By: ____________________________

Its: ____________________________ Its: ____________________________
EXHIBIT A

PROVIDER HANDBOOK FOR THE 2019-2020 PROGRAM

See attached.
This agreement dated 4/10/2019, is made by and between Loving Guidance, Inc. (herein after referred to as CONSULTANT) and by the party named below as Hiring Party (herein referred to as HIRING PARTY). The CONSULTANT hereby agrees to perform the following services satisfactorily:

**HIRING PARTY**

Preschool Promise  
Robyn Lightcap  
4801 Springfield St.  
Dayton, OH 45431  
P: 937-236-9965  
F: 937-233-0161  
C: 937-620-8647  
E: robyn.lightcap@learntoearndayton.org

**Billing Information** (if different):  
Preschool Promise  
Robyn Lightcap  
4801 Springfield St.  
Dayton, OH 45431  
robyn.lightcap@learntoearndayton.org  
937-620-8647

**EVENT INFORMATION**

8/5/2019 - 8/9/2019  
Vicky Hepler, Master Instructor  
Private CD1

**SPEAKING FEE AND EXPENSES**

**Speaking Fee:** $81,900 which includes all travel and expenses

Payment for services should be to Loving Guidance, Inc. (Fed ID #59-3386731). HIRING PARTY will be invoiced for speaking fees and travel expenses upon signing. Payment is due 30 days after service is completed.

Loving Guidance reserves the right to substitute speaker(s) for this event.

**EQUIPMENT AND ROOM SET-UP SPECIFICATIONS**

The HIRING PARTY will provide the following AV equipment and furnishings at each speaking site for the CONSULTANT:

- Mobile wireless hands free microphone (wireless Lavaliere microphone preferred, no hand-held microphones)
• Screen or a white wall visually accessible to the entire audience
• LCD Projector
• Public address system with ability to hook laptop and LCD projector into sound system with necessary power cords
• Small Table to hold all AV equipment
• No podium
• Two (2) tables at least 4ft x 6ft on stage
• Water for the presenter

*Please email Professional Development at professionaldevelopment@consciousdiscipline.com if you have any questions regarding this equipment.

TRAVEL INFORMATION

CONSULTANT will obtain all travel arrangements to include air, hotel and car rental, if necessary; however, no purchase will occur until such time as this contract is signed by both parties.

EVENT DETAILS

CONSULTANT will supply a handout for the workshop. The HIRING PARTY is responsible for the duplication of handouts for attendees.

<table>
<thead>
<tr>
<th>Speaking site:</th>
<th>The Presidential Banquet Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site address:</td>
<td>4548 Presidential Way</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Kettering, OH 45429</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Age group of children:</th>
<th>150</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated number of attendees:</td>
<td>Loving Guidance, Inc will provide the facilitator and 6 helpers</td>
</tr>
</tbody>
</table>

Both the HIRING PARTY and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this contract.

The HIRING PARTY recognizes and acknowledges that all presentation material used by CONSULTANT, including any audio and video recordings of CONSULTANT presenting (regardless of who makes the recordings), is Intellectual Property owned by LOVING GUIDANCE, INC. Permission to use the Intellectual Property by HIRING PARTY shall be obtained from LOVING GUIDANCE, INC. prior to any such use.

CANCELLATION POLICY

If cancellation is necessary for any reason, CONSULTANT must be notified in writing via certified mail 45 days prior to the event date(s) agreed to within this contract. Cancellation after that time is subject to required payment of speaking fees and any purchased non-refundable travel arrangements.

Acts of God, war, government, regulation, riots, disaster, strikes, and acts of terrorism, which make performance impossible will not be penalized. Should cancellation be the direct responsibility of the CONSULTANT or its associates, another member of the CONSULTANT team will be substituted for your presentation needs.

To insure scheduling on the requested date, this contract must be signed and returned within 30 days of the agreement date.
In witness to their understanding and agreement to these terms and conditions, the parties hereby affix their signatures below. This agreement will remain tentative and non-binding until the contract is endorsed by the CONSULTANT and HIRING PARTY, and both parties are in receipt of the ratified contract.

Becky Bailey, Conscious Discipline

Authorized Signature, Hiring Party

Deb Feldman, Board of Trustees Chair

SIGN AND RETURN COMPLETED COPY TO: Loving Guidance, Inc.
ashley.ragoobir@consciousdiscipline.com
AGREEMENT

THIS AGREEMENT (the “Agreement”) is effective _________, 2019 by and between Preschool Promise, Inc., an Ohio non-profit corporation (“Preschool Promise”) and Kids Read Now, Inc., an Ohio non-profit corporation (“KRN”) on the following terms and conditions:

I. SERVICES.
KRN will provide operational support to send the following: (i) one book a month to Preschool Promise children at their home address, and (ii) one book a month to Preschool teachers in their classrooms, pursuant to the terms and conditions of this Agreement.

II. RESPONSIBILITY OF KRN.
• Will purchase book titles specified by Preschool Promise and its partner, the Dayton Metro Library;
• Will, if possible, purchase those same titles, as specified, in other languages to be sent to families as identified by Preschool Promise;
• Will prepare the books for mailing;
• Will not share or distribute the Preschool Promise mailing information for any purposes without express written consent from Preschool Promise;
• Will print the Discovery Sheet for every book and place it on the inside of the front cover of each book;
• Will Run address verification prior to sending the books and notify Preschool Promise of any addresses in question;
• Will heat seal books in clear plastic 10Mil to meet postal regulations, adhere a 4x6 inch mailing label, sort by address/zip code for maximum discount in mailing, and deliver to the post office for mailing;
• All books will be shipped free of print, labeling, and packaging imperfections;
• Agrees to have nonconforming books replaced at their expense;
• Agrees that in the rare instance of a publisher discontinuing a book or communicating a supply shortage, both parties agree to substitute the original book with a title chosen by Preschool Promise; and
• Agrees that books that are mailed out and returned as return mail are not included in the discounted mailing rate herein.

III. RESPONSIBILITY OF PRESCHOOL PROMISE.
• Will only select paperback books;
• Agrees to not change the book for each of the 12 months after June 1, 2019;
• Will mail a minimum of 1,200 books each month to Preschool Promise students’ home addresses beginning in September 2019 and ending in August 2020;
• Will provide a list of addresses to KRN by the second Friday of each month;
• Will provide a list of teachers and program name/addresses for books to be mailed to teachers on the same schedule as listed herein;
• Will provide a camera ready .pdf label with the desired logos and format for KRN to have printed or Preschool Promise will provide its own formatted and printed labels;
• Will provide KRN with an MS Word document file for each of the 12 books to be sent during this contract period. Each file will contain up to four questions and be readable on a 4x6 label;
• Will provide these twelve files to KRN by June 30, 2019;
• Will provide 100-character sponsor or motivation message for the top of the mailing label; and
• Will confirm the list of chosen books, in writing, to KRN by June 1, 2019 to ensure adequate time for purchasing and mailing. A list of tentative books is attached hereto as Exhibit A.

IV. PAYMENT TERMS.
KRN will send Preschool Promise an itemized bill for services rendered once a month, according to the following fee schedule:

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost for preparing book to mail</td>
<td>$1.15 per book</td>
</tr>
<tr>
<td>Cost to mail each book</td>
<td>Estimated around $0.26 per book, will vary based on weight of book</td>
</tr>
<tr>
<td>Purchase price of books (at discounted rate approximately 65% discount from Scholastic or Penguin Random House publisher)</td>
<td>$2.42 average price, will vary by book</td>
</tr>
<tr>
<td>Printed labels for inside book (estimated quantity 20,000)</td>
<td>$.07 each</td>
</tr>
</tbody>
</table>

Notwithstanding the foregoing, under no circumstances shall the total amount paid by Preschool Promise to KRN exceed one hundred fifteen thousand dollars ($115,000.00) by September 30, 2020 for goods/services rendered during the 2019-2020 school year.

KRN will provide an invoice of services rendered and payment due to Preschool Promise for the prior month’s services by the 15th of the month via email to Ashley.Marshall@preschoolpromise.org and provide any additional documentation regarding such rendered services as reasonably requested by Preschool Promise.

V. RELATIONSHIP OF THE PARTIES.
KRN shall be an independent contractor for Preschool Promise, and shall have no authority to make commitments or incur any obligations or liabilities relating to or on behalf of Preschool Promise or any of its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns. No provision of this Agreement shall be construed to place the parties in the relationship of employer-employee, partners, joint venturers, or otherwise. KRN acknowledges that it is serving as an independent contractor, and therefore is responsible for federal, state, local/city, FICA, and other related income taxes. All working hours and methods are determined by KRN.
VI. **DURATION.**
This Agreement is effective July 1, 2019, through August 31, 2020, unless otherwise terminated earlier pursuant to this Agreement (the “Initial Term”). After the Initial Term, the Agreement may be renewed for one (1) successive year term (a “Successive Term”) at Preschool Promise’s option.

VII. **TERMINATION.**
This Agreement may be terminated by either party giving thirty (30) days prior written notice. Either party may terminate this Agreement if the other party commits a material breach of the terms of this Agreement, following written notice thereof, which is not cured or substantially cured within ten (10) days after written notice from the non-breaching party. Upon the termination of this Agreement, Preschool Promise shall pay to KRN any and all unpaid amounts, due and owing, under this Agreement or under any outstanding invoice.

VIII. **INSURANCE.**
Both parties agree to maintain their own professional liability insurance as necessary and in such amounts necessary to protect their interests.

IX. **INDEMNIFICATION.**
KRN shall indemnify, defend, and hold harmless Preschool Promise, and its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney fees and expenses, arising out of (i) the acts or omissions of KRN or any of its agents, employees or contractors, or (ii) a breach of this Agreement by KRN or any of its agents, employees or contractors.

X. **COMPLIANCE WITH LAWS.**
KRN agrees to comply with all federal, state, or local laws, rules, regulations regarding the Services provided under this Agreement, including but not limited to, the Family Educational and Rights Privacy Act (“FERPA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), all pertinent rules and regulations promulgated thereunder, and Ohio Revised Code § 3319.321. KRN agrees to not disclose any information, data, medical history, or personally identifiable information of a child or individual to any third-party except as otherwise permitted or required under applicable federal, state, or local laws, rules, or regulations.

Each party agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086, and Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio.
Each party agrees that (i) it shall be committed to carry out an affirmative action program to the extent required in the President’s Executive Order 11246 of September 24, 1966, and (ii) it will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this section, the term “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632).

Each party shall not discriminate because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, military status, place of birth, age, marital status, or disability in any of its activities or operations. These activities or operations include but are not limited to actions against any employee; applicant for employment; subcontractor; vendor; applicant for services; or any family, individual, or child in its programs or business activities.

XI. INTELLECTUAL PROPERTY.
KRN represents and warrants that the goods and services and any and all related materials, provided to participants pursuant to this Agreement will not violate the intellectual property rights of any third party under patent, copyright, trademark, or trade secret law. In the event that a third party claims that the goods and/or services, and any related materials, violate the intellectual property rights of a third party, KRN shall indemnify, defend, and hold harmless Preschool Promise from and against any and all claims, losses, costs, expenses or judgments (including reasonable attorney fees) arising from such intellectual property claim.

XII. MISCELLANEOUS.
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement constitutes the entire agreement of the parties with respect to its subject matter. This agreement may be waived, amended, or modified only by an instrument in writing signed by both parties. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Neither party may assign this Agreement without the advance written consent of the other party. If any provision of this Agreement is for any reason adjudged to be void, invalid or unenforceable, then the remainder of this Agreement shall continue and remain in full force and effect. This Agreement may be executed in counterparts, and each counterpart shall be considered as an original but all of which shall be considered one and the same instrument. The indemnification obligations of KRN under this Agreement shall survive any termination or expiration of this Agreement and shall remain in effect indefinitely.

Executed Signature Page to Follow
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date set forth above:

PRESCHOOL PROMISE, INC.  
By: ___________________________  
Name: _________________________  
Title: __________________________

KIDS READ NOW, INC.  
By: ___________________________  
Name: _________________________  
Title: __________________________
EXHIBIT A
TENTATIVE LIST OF BOOKS

2019-2020 School Year

1. Maisy Goes to Preschool
2. Llama Llama Red Pajama
3. Feast for Ten
4. Lola Loves Stories
5. Bear Snores On
6. Tracks in the Snow
7. I Ain’t Gonna Paint
8. My Truck is Stuck
9. Where the Wild Things Are
10. The Three Little Pigs/James Marshall
11. I Want to be a Doctor
12. My Friend is Sad

2020-2021 School Year (at Preschool Promise’s option)

1. Llama Llama Misses Mama
2. The Little Old Lady Who Wasn’t Afraid of Anything
3. Three Little Fish and the Big Bad Shark
4. I Got the Rhythm by Schofield-Morrison
5. Snowy Days/Keats
6. Don’t Let the Pigeon Drive the Bus
7. Lola Plants a Garden
8. Bear Wants More
9. Pete the Cat and his Four Groovy Buttons
10. Not a Box
11. The Three Little Billy Goats Gruff by Ellen Appleby
12. Freight Train
I. Introduction

Kids Read Now will provide operational support to send one book a month to Preschool Promise children at their home address, and one book a month to Preschool teachers in their classrooms.

II. Scope of Work

1. Purchase of books
   a. Kids Read Now will purchase book titles specified by Preschool Promise, Inc. and its partner, the Dayton Metro Library.
   b. Preschool Promise has approximately 30 Spanish speaking families, 15 Arabic, and seven Arabic in the 2018-19 school year and anticipates similar numbers in the 2019-20 school year. If possible, the titles may be purchased in other languages or bilingual books to send to families specified by Preschool Promise.
   c. Preschool Promise will only select paperback books.
   d. Preschool Promise agrees to not change the book for each of the 12 months after June 1st, 2019.
   e. In the rare instance of a publisher discontinuing a book or communicating a supply shortage both parties agree to substitute the original book with an available title chosen by Preschool Promise.

2. Mailing of books
   a. Kids Read Now will mail a minimum of 1,200 books each month to Preschool Promise students’ home addresses beginning in September 2019 and ending in August 2020. Preschool Promise will provide a list of addresses to Kids Read Now by the second Friday of each month. Kids Read Now will mail books by the third Friday of each month.
   b. Kids Read Now will prepare the books for mailing.
   c. Kids Read Now will not share or distribute the Preschool Promise mailing information for any purposes without expressed written consent from preschool Promise.
   d. Preschool Promise will provide a list of teachers and program name/addresses for books to be mailed to teachers on the same schedule as listed above.
   e. Preschool Promise will provide a camera ready .pdf label with the desired logos and format for Kids Read Now to have printed or Preschool Promise will provide its own formatted and printed labels (in black and white).
   f. The return address label will be the Preschool Promise logo and address.
   g. Preschool Promise will provide Kids Read Now with an MS Word document file for each of the 12 books to be sent during this contract period. Each file will contain up to 4 questions and be readable on a 4” X 6” label. Kids Read Now will print the Discovery
Sheet for every book and place it on inside of the front cover. Preschool Promise will provide these twelve files to Kids Read Now by June 30th, 2019.

h. Kids Read Now will run address verification prior to sending the books and notify Preschool Promise of any addresses in question.

i. Kids Read now will heat seal books in clear plastic 10Mil to meet postal regulations, adhere a 4x6 inch mailing label, sort by address/zip code for maximum discount in mailing and deliver to the post office for mailing.

j. All books will be shipped free of print, labeling, and packaging imperfections. Kids Read now agrees to have nonconforming books replaced at their expense

k. Preschool Promise will provide 100-character sponsor or motivation message for the top of the mailing label.

l. Books that are mailed out will not be returned as return mail is not included in this discounted mailing rate.

3. **Tentative List of Books** – to be confirmed by Preschool Promise in writing by June 1, 2019 to ensure adequate time for purchasing and mailing.

   **2019-20 School Year**
   1. Maisy Goes to Preschool
   2. **Llama Llama Red Pajama**
   3. Feast for ten
   4. Lola Loves Stories
   5. Bear snores on
   6. Tracks in the snow
   7. I Ain’t Gonna Paint
   8. My truck is stuck
   9. Where the wild things are
   10. **The Three little pigs/ James Marshall**
   11. I want to be a doctor
   12. My Friend is sad

**IV. Invoicing**

Kids Read Now will send Preschool Promise an itemized bill for services rendered once a month, according to the following fee schedule, not to exceed $115,000 by September 30, 2020 for the 2019-20 school year expenses.

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost for preparing book to mail</td>
<td>$1.15 per book</td>
</tr>
<tr>
<td>Cost to mail each book</td>
<td>Estimated around $0.26 per book, will vary based on weight of book</td>
</tr>
<tr>
<td>Purchase price of books (at discounted rate approximately 65% discount from Scholastic or Penguin Random House publisher)</td>
<td>$2.42 average price, will vary by book</td>
</tr>
<tr>
<td>Printed labels for inside book (estimated quantity 20,000)</td>
<td>$.07 each</td>
</tr>
</tbody>
</table>
Invoices should be submitted by the 15th of the month for the previous month, via email to:

Ashley Marshall  
Director of Operations, Preschool Promise  
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