



# Board of Trustees Meeting

June 26, 2019

12-1:30 p.m.

200 S. Keowee Street, Dayton, OH 45402

<b>Chair:</b>	Debbie Feldman
<b>Note Taker/Time Keeper:</b>	Barbara Elrod
<b>Members Expected to Attend:</b>	<input checked="" type="checkbox"/> PJ Brafford <input checked="" type="checkbox"/> Clay Dixon <input checked="" type="checkbox"/> Debbie Feldman <input type="checkbox"/> Anissa Lumpkin <input checked="" type="checkbox"/> Jane McGee-Rafal
<b>Members Expected Absent:</b>	Anissa Lumpkin
<b>Guests:</b>	Tonya Whately, Grandparent
<b>Vision:</b>	All Montgomery County children are ready for kindergarten and have the foundation needed for success in school and life.
<b>Mission:</b>	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.
<b>Goal:</b>	Increase the percentage of children in High Quality Preschool.

CALL TO ORDER/EXECUTIVE DIRECTOR REPORT		
1) Call to Order	Debbie Feldman	<i>Attachment</i>
2) Approval of Minutes from April 24, 2019 meeting		<i>Action to Approve</i>
<i>Action Needed: Approval of minutes</i>		
3) Executive Director Report	Robyn Lightcap	
<ul style="list-style-type: none"> <li>- Impact Story from Tonya Whately, Grandparent</li> <li>- What Works Cities initiative</li> <li>- Tornado response</li> <li>- Kickoff meetings (seven scheduled early August)</li> <li>- Enrollment numbers</li> <li>- Star Attendance Fundraising</li> <li>- Staffing updates</li> </ul>	Ashley Marshall	

ACTION ITEMS		
4) Financials Review & Approval	Jane McGee-Rafal Robyn Lightcap	<i>Attachments</i>
<i>Action Needed: Approval of Financials</i>	<b>Page 9-12</b>	<i>Action to Approve</i>

<p>5) Recommend approval of a Memorandum of Understanding with Shelly Davies for the position of Attendance and Communications Consultant in the amount of \$8,000.02. Effective June 6 through September 30, 2019.</p> <p><i>Action Needed: Approval of Memorandum of Understanding</i></p>	<p><b>Page 13-16</b></p>	<p>Attachments</p> <p>Action to Approve</p>
<p>6) Recommend approval of contract renewal with University of Dayton Research Group for the 2019-2020 school year to continue to have data analysis and evaluation conducted by Dr. Richard Stock and Dr. Mary Fuhs.</p> <p><i>Action Needed: Approval of Contract</i></p>	<p>Robyn Lightcap <b>Page 17-32</b></p>	<p>Attachments</p> <p>Action to Approve</p>
<p>7) Recommend approval to a contract with 4C for Children for coaching to improve quality and support teachers and Directors in Preschool Promise classrooms in the 2019-20 school year and to improve the Star Rating of childcare sites in Montgomery County.</p> <p><i>Action Needed: Approval of Contract</i></p>	<p><b>Page 33-47</b></p>	<p>Attachments</p> <p>Action to Approve</p>
<p>8) Recommend approval of a funding agreement with Mad River Local Schools to increase the number of high-quality preschool seats and to provide preschool services to families through the Preschool Promise Program for the 2019-2020 school year.</p> <p><i>Action Needed: Approval of Agreement</i></p>	<p><b>Page 49-54</b></p>	<p>Attachments</p> <p>Action to Approve</p>
<p>9) Recommend approval of a contract with Susan Hampel for the position of Conscious Discipline Coaching effective July 1, 2019 through June 30, 2020.</p> <p><i>Action Needed: Approval of Contract</i></p>	<p><b>Page 55-62</b></p>	<p>Attachments</p> <p>Action to Approve</p>
<p>10) Recommend approval of a contract with Anita Craighead for the position of Conscious Discipline &amp; Curriculum Coaching effective July 1, 2019 through June 30, 2020.</p> <p><i>Action Needed: Approval of Contract</i></p>	<p><b>Page 63-68</b></p>	<p>Attachments</p> <p>Action to Approve</p>
<p>11) Recommend approval of a contract with Kennedy Lynch for the position of CLASS Specialist effective August 1, 2019 through July 31, 2019.</p> <p><i>Action Needed: Approval of Contract</i></p>	<p><b>Page 69-74</b></p>	<p>Attachments</p> <p>Action to Approve</p>

12) Recommend approval of a contract with Samaritan Behavior Health, Inc. for behavior health consulting services on an as needed basis for up to 20 hours per week effective July 1, 2019 through June 30, 2020.  <i>Action Needed: Approval of Contract</i>	<b>Page 75-78</b>	<i>Attachments</i>  <i>Action to Approve</i>
13) Recommend approval of a funding agreement with Dayton Public Schools to increase the number of high-quality preschool seats and to provide preschool services to families through the Preschool Promise Program for the 2019-2020 school year.  <i>Action Needed: Approval of Agreement</i>	Ashley Marshall <b>Page 79-88</b>	<i>Document at the Board Meeting</i>  <i>Action to Approve</i>
14) Recommend approval to an amendment to the provider agreement with Dayton Public Schools to include the Data Privacy and Security Special Terms and Conditions.  <i>Action Needed: Approval of Amendment</i>	Ashley Marshall <b>Page 89-96</b>	<i>Attachments</i>  <i>Action to Approve</i>
15) Recommend approval of a contract with Teaching Strategies for Creative Curriculum training and coaching for the 2019-2020 school year in the amount of \$36,735.50.  <i>Action Needed: Approval of Contract</i>	<b>Page 97-101</b>	<i>Attachments</i>  <i>Action to Approve</i>
16) Recommend approval of a provider agreement with Trotwood-Madison City Schools for the 2019-2020 school year.  <i>Action Needed: Approval of Agreement</i>	Ashley Marshall	<i>Attachments</i>  <i>Action to Approve</i>

<b>DISCUSSION ITEMS</b>		
17) Teacher Retention Stipend Pilot Program	Robyn Lightcap	
18) Quality Menu – share the draft of the Quality Menu offerings for Preschool Promise teachers and Administrators for the 2019-20 school year.	Barb Elrod Robyn Lightcap	

<b>ADJOURN</b>		
19) Adjourn  <i>Action Needed: Adjourn.</i>	Debbie Feldman	<i>Action to Adjourn</i>

#### **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.

Dates	Planned Key Topics
Wednesday, August 28	
Wednesday, October 30	Review of 2018-19 school year data
Thursday, December 12	Approve budget for FY20

#### Upcoming Events

- **Kick-Off Event – Trotwood:** August 1
- **MVCDC CD1 Institute:** August 5-9 at The Presidential Banquet Center
- **Kick-Off Event – Community Sites:** August 7, 11:30-1:30 p.m. at Regional Center
- **Provider Fair:** Saturday, August 10, 11:00-2:00 p.m. at The Kroc Center
- **Kick-Off Event-Mad River Schools:** August 12, 12-2:00 pm at Mad River Schools
- **Kick-Off Event-MVCDC:** August 13, 8:30-10:30 a.m. at MCESC-Keowee Street
- **Kick-Off Event-Kettering City Schools:** August 14, 9-11:00 a.m. at Kettering Health Network
- **Kick-Off Event-DPS:** August 14, 1-3:00 p.m. at Rosa Parks
- **Kick-Off Event-Community Sites:** August 15, 5:30-7:30 p.m. at MC Business Solutions Center



# Board of Trustees Meeting MINUTES

**April 24, 2019**

12:00 p.m. - 1:30 p.m.

200 S. Keowee Street, Dayton, OH 45402

<b>Chair:</b>	Debbie Feldman
<b>Note Taker/Time Keeper:</b>	Barbara Elrod
<b>Members Expected to Attend:</b>	<input checked="" type="checkbox"/> PJ Brafford <input type="checkbox"/> Clay Dixon <input checked="" type="checkbox"/> Debbie Feldman <input checked="" type="checkbox"/> Anissa Lumpkin <input checked="" type="checkbox"/> Jane McGee-Rafal
<b>Members Expected Absent:</b>	Clay Dixon
<b>Guests:</b>	Chris McCaskey, Alicia Manning, Richard Stock, Mary Fuhs
<b>Vision:</b>	All Montgomery County children are ready for kindergarten and have the foundation needed for success in school and life.
<b>Mission:</b>	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.
<b>Goal:</b>	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 February 21, 2019.

*Anissa Lumpkin motioned for approval. Jane McGee-Rafal seconded the motion.*

*All in favor; none opposed; motion passed (4-0).*

## 3.) EXECUTIVE DIRECTOR REPORT

- Robyn Lightcap shared that team reports would be done during the discussion section of the meeting. She reviewed information on the state budget and that she testified in Columbus for the State to support publicly funded childcare.
- Robyn Lightcap introduced the auditors from Flagel Huber Flagel to begin the Audit Review.

## 4.) FINANCIAL REPORT

The auditors from Flagel Huber Flagel, Chris McCaskey and Alicia Manning, visited to review the Audit Report. The management letter was shared that explained there was one significant deficiency in internal control in the Fiscal Year of December 31, 2018. The Auditor Report also

highlighted a few suggestions and the staff explained that action has already been taken to implement those suggestions and the correction of the deficiency.

Debbie Feldman dismissed staff for an executive session at 12:25 p.m.  
Meeting resumed at 12:35 p.m. by Debbie Feldman.

**5.) APPROVAL OF A REVISION TO THE BOARD FINANCIAL POLICIES**

As a follow-up on recommendations included in the Auditor's Report, text was revised on the timing of the completion of the annual financial statement.

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

*All in favor; none opposed; motion passed (4-0)*

**6.) REVIEW AND APPROVAL OF FINANCIALS.**

Robyn Lightcap with Jane McGee-Rafal and Marie Giffen presented the financial statements for year to date.

*Anissa Lumpkin motioned for approval. PJ Brafford seconded the motion.*

*All in favor; none opposed; motion passed (4-0)*

**7.) APPROVAL OF PROVIDER AGREEMENTS FOR THE 2019-2020 SCHOOL YEAR**

Ashley Marshall gave an overview of the contracts with Preschool Providers for the 2019-220 school year.

*Jane McGee-Rafal motioned for approval. Anissa Lumpkin seconded the motion.*

*All in favor; none opposed; motion passed (4-0)*

**8.) APPROVAL OF A CONSULTANT AGREEMENT WITH LOVING GUIDANCE, INC.**

Robyn Lightcap presented the agreement with Loving Guidance, Inc. for the Conscious Discipline 1 Institute during August 5-9, 2019 for Miami Valley Child Development Centers. This agreement will be paid with MVCDC quality dollars.

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

*All in favor; none opposed; motion passed (4-0)*

**9.) APPROVAL OF AN AGREEMENT WITH KIDS READ NOW, INC.**

Robyn Lightcap presented a 1-year agreement with Kids Read Now, Inc. for the book of the month program for Preschool Promise enrolled children.

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

*All in favor; none opposed; motion passed (4-0)*

**10.) DISCUSSION ITEMS**

- Richard Stock gave an update on Attendance, showing an increase of 3% during August-March compared to last year.
- Ashley Marshall shared that there are 85 sites for the 2019-2020 school year and there are 540 student applications, an increase of 162 from this time last year.
- Latoria Marcellus shared that we had 121 participants in the 7 Workshops planned for the 2018-2019 school year. Along with 410 participants (283 unique participants) in the 10 Professional Learning Communities offered. Out of 75 sites, 72 of them participated in

some type of Professional Development for the year. She also shared the startup of the Monthly Leader's Table luncheon series and some highlights of the upcoming trainings available for next school year.

- Ashley Marshall shared that we had 19 of our sites increase their Star Rating during this school year.
- Charmaine Webster shared marketing and outreach updates. Currently have 10 outreach specialists and that the goal is to develop personal relationships with families.
- Robyn Lightcap spoke of the upcoming Steering Committee meeting on May 22<sup>nd</sup>. During this meeting they will be working on a Fund Raising campaign to fund Star Attendance for the students living outside of the city limits. The goal is to raise a total of \$100,000.00 during a 3-year commitment.

#### **11.)ADJOURN**

*Debbie Feldman adjourned the meeting at 1:34 p.m.*



**Preschool Promise, Inc.**  
**Balance Sheet**  
As of April 30, 2019

	Apr 30, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 · Cash - PNC Checking	72,432.50
Total Checking/Savings	72,432.50
Accounts Receivable	
1100 · Accounts Receivable	1,571,926.62
Total Accounts Receivable	1,571,926.62
Other Current Assets	
1300 · Prepaid Star Attendance	4,564.78
Total Other Current Assets	4,564.78
Total Current Assets	1,648,923.90
Fixed Assets	
1500 · Furniture and Equipment	
1550 · Accumulated Depreciation	-551.04
1500 · Furniture and Equipment - Other	1,416.96
Total 1500 · Furniture and Equipment	865.92
Total Fixed Assets	865.92
<b>TOTAL ASSETS</b>	<b>1,649,977.66</b>
<b>LIABILITIES &amp; NET ASSETS</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	478,354.83
Total Accounts Payable	478,354.83
Credit Cards	
2100 · PNC Visa Business Options Card	17,655.51
Total Credit Cards	17,655.51
Other Current Liabilities	
2500 · Accrued Leased Employee Costs	187,164.45
2550 · Unearned Revenue	809,318.35
Total Other Current Liabilities	996,482.80
Total Current Liabilities	1,492,493.14
Total Liabilities	1,492,493.14
Net Assets	
3200 · Unrestricted Net Assets	168,261.38
Net Income	-10,776.86
Total Equity	157,484.52
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>1,649,977.66</b>



**Preschool Promise, Inc.**  
**Profit & Loss Budget vs. Actual**  
**Januarythrough April 2019**

	TOTAL				
	Actual	Budget			Annual
	Jan - Apr 19	Jan - Apr 19	\$ Over Budget	% of Budget	Budget
Change in Net Assets (Income/Expense)					
Income					
4300 · Direct Public Support					
4330 · Foundation Grants	0.00	11,666.68	-11,666.68	0.0%	35,000.00
4340 · Government Grants	1,606,688.76	2,233,333.32	-626,644.56	71.94%	6,700,000.00
4350 · Gifts in Kind	1,785.63	0.00	1,785.63	100.0%	0.00
4300 · Direct Public Support - Other	0.00	0.00	0.00	0.0%	0.00
Total 4300 · Direct Public Support	1,608,474.39	2,245,000.00	-636,525.61	71.65%	6,735,000.00
4600 · Other Types of Income					
4640 · Miscellaneous Revenue	315.38	0.00	315.38	100.0%	0.00
Total 4600 · Other Types of Income	315.38	0.00	315.38	100.0%	0.00
Total Income	1,608,789.77	2,245,000.00	-636,210.23	71.66%	6,735,000.00
Gross Profit	1,608,789.77	2,245,000.00	-636,210.23	71.66%	6,735,000.00
Expense					
6000 · Business Expenses					
6010 · Business Registration Fees	0.00	0.00	0.00	0.0%	0.00
Total 6000 · Business Expenses	0.00	0.00	0.00	0.0%	0.00
6200 · Contract Services					
6210 · Accounting Fees	8,500.00	0.00	8,500.00	100.0%	11,900.00
6220 · Legal Fees	4,863.75	8,000.00	-3,136.25	60.8%	24,000.00
6230 · Outside Contract Services	495.00	5,410.00	-4,915.00	9.15%	17,410.00
6235 · Coaching & Training for Provide	297,864.53	347,768.01	-49,903.48	85.65%	1,326,971.00
6236 · Communications Field Campaign	11,792.52	27,000.00	-15,207.48	43.68%	106,345.00
6238 · Research and Evaluation Contrac	84,588.13	83,333.28	1,254.85	101.51%	262,999.97
6240 · Communications & Design Work	9,671.25	16,200.00	-6,528.75	59.7%	46,200.00
6242 · Photography, Video, Audio Prod.	1,100.00	4,500.00	-3,400.00	24.44%	12,500.00
6260 · Website And Database Devt	89,460.99	120,000.00	-30,539.01	74.55%	120,000.00
6270 · Call Ctr & Eligibility Determin	0.00	0.00	0.00	0.0%	0.00
Total 6200 · Contract Services	508,336.17	612,211.29	-103,875.12	83.03%	1,928,325.97
6300 · Facilities and Equipment					
6310 · Depr and Amort - Allowable	0.00	0.00	0.00	0.0%	0.00
6320 · Donated Facilities	0.00	0.00	0.00	0.0%	0.00
6330 · Equip Rental and Maintenance	856.89	1,833.36	-976.47	46.74%	5,500.00
6350 · Rent, Parking, Utilities	0.00	3,000.00	-3,000.00	0.0%	12,700.00
6360 · Property Insurance	0.00	0.00	0.00	0.0%	0.00
Total 6300 · Facilities and Equipment	856.89	4,833.36	-3,976.47	17.73%	18,200.00
6500 · Operations					
6510 · Books, Subscriptions, Reference					
6512 · Web services and subscriptions	4,723.82	5,208.00	-484.18	90.7%	26,399.00
6510 · Books, Subscriptions, Reference - Other	55.48	666.64	-611.16	8.32%	2,000.00
Total 6510 · Books, Subscriptions, Reference	4,779.30	5,874.64	-1,095.34	81.36%	28,399.00
6515 · Memberships	0.00	333.28	-333.28	0.0%	1,000.00
6520 · Postage, Mailing Service	3,123.86	2,900.00	223.86	107.72%	9,300.00
6530 · Printing and Copying	6,731.29	12,757.45	-6,026.16	52.76%	39,815.00
6535 · Promotional Items	8,313.63	19,700.00	-11,386.37	42.2%	78,500.00
6540 · Supplies	7,628.30	10,131.64	-2,503.34	75.29%	19,574.92
6550 · Telephone, Telecommunications	600.00	2,250.00	-1,650.00	26.67%	6,650.00
6565 · Marketing - Paid Media	24,402.27	22,906.25	1,496.02	106.53%	130,000.00
6567 · Gift Cards / Gifts	1,215.76	3,650.00	-2,434.24	33.31%	14,500.00
6580 · Events	1,336.61	700.00	636.61	190.94%	2,500.00
6582 · Social Media	19.65	666.00	-646.35	2.95%	2,000.00
6586 · Teacher incentives / stipends	85,350.00	85,266.64	83.36	100.1%	498,000.00
6587 · Teacher stipends-Dayton only	0.00	0.00	0.00	0.0%	115,000.00
Total 6500 · Operations	143,500.67	167,135.90	-23,635.23	85.86%	945,238.92
6600 · Other Types of Expenses					

**Preschool Promise, Inc.**  
**Profit & Loss Budget vs. Actual**  
**Januarythrough April 2019**

	TOTAL				
	Actual	Budget			Annual
	Jan - Apr 19	Jan - Apr 19	\$ Over Budget	% of Budget	Budget
6610 · Insurance - Liability, D and O	2,458.00	0.00	2,458.00	100.0%	10,000.00
6615 · Quality Assistance Stipends	239,095.31	334,959.89	-95,864.58	71.38%	882,002.72
6620 · Quality Expansion for Providers	74,000.00	74,200.00	-200.00	99.73%	435,500.00
6625 · Classroom Start-up Grants	0.00	0.00	0.00	0.0%	0.00
6627 · Attendance Initiative	36,223.54	91,555.53	-55,331.99	39.57%	258,700.21
6630 · Tuition Assistance	325,837.03	378,400.00	-52,562.97	86.11%	1,153,200.00
6640 · Parent Advisory Board	0.00	0.00	0.00	0.0%	0.00
6642 · Parent Communications	7,272.00	10,000.00	-2,728.00	72.72%	90,400.00
6645 · Bank Fees	294.00	320.00	-26.00	91.88%	960.00
6650 · Training / Education	26.75	17,000.00	-16,973.25	0.16%	30,400.00
6690 · Other Costs	0.00	0.00	0.00	0.0%	0.00
Total 6600 · Other Types of Expenses	685,206.63	906,435.42	-221,228.79	75.59%	2,861,162.93
6750 · Leased Employees	253,746.07	275,908.32	-22,162.25	91.97%	827,724.92
6800 · Travel and Meetings					
6810 · Conference, Convention, Meeting	149.63	1,400.00	-1,250.37	10.69%	4,200.00
6815 · Mileage	205.90	650.00	-444.10	31.68%	2,200.00
6820 · Travel					
					CD1 training for Latoria
6822 · Lodging	3,122.43	1,400.00	1,722.43	223.03%	5,200.00 and Hertia
6825 · Parking	8.00	130.00	-122.00	6.15%	490.00
					CD1 training for Latoria
6827 · Travel-other	1,764.22	1,400.00	364.22	126.02%	5,500.00 and Hertia
Total 6820 · Travel	4,894.65	2,930.00	1,964.65	167.05%	11,190.00
6830 · Meals					
6830A · Meals - Meetings	4,051.29	6,900.00	-2,848.71	58.71%	19,850.00
6830B · Meals- Travel	67.87	2,375.00	-2,307.13	2.86%	2,875.00
6830C · Meals- Events	2,030.61	23,525.00	-21,494.39	8.63%	49,250.00
6830D · Meals- Training	16,520.25	19,736.00	-3,215.75	83.71%	62,091.00
Total 6830 · Meals	22,670.02	52,536.00	-29,865.98	43.15%	134,066.00
Total 6800 · Travel and Meetings	27,920.20	57,516.00	-29,595.80	48.54%	151,656.00
Total Expense	1,619,566.63	2,024,040.29	-404,473.66	80.02%	6,732,308.74
Net Change in Assets	-10,776.86	220,959.71	-231,736.57	-4.88%	2,691.26

## **Memorandum of Understanding for position of Attendance & Communications Consultant**

This Memorandum of Understanding (the "MOU") is made by and between Preschool Promise, Inc. and Shelly Davler (the "Consultant"), and entered into effective as of June 6, 2019 (the "Effective Date").

This MOU assures that Consultant will act, pursuant to the terms of this MOU, in the position of Attendance and Communications Consultant and provide the services set forth in the applicable Scope of Work, attached hereto and incorporated by reference (the "Services").

**I. Term.** The term of this MOU shall run from the Effective Date and last until September 30, 2019 (the "Term"), unless otherwise terminated earlier pursuant to Section X of this MOU. The parties may elect to renew or extend the Term in a written agreement signed by both parties.

**II. Services.** Consultant agrees to provide the Services as set forth in the attached Scope of Work.

**III. Payment.** To perform the Services, Preschool Promise, Inc. agrees to pay Consultant \$22.00/hour provided, however, that under no circumstances shall Preschool Promise, Inc. pay Consultant more than \$8,000.02 during the Term of this MOU. Preschool Promise, Inc. agrees to pay Consultant semi-monthly as designated in the payment calendar in the attached Scope of Work.

**IV. Invoicing.** Consultant shall submit an invoice with hours worked and tasks completed, as outlined in the Scope of Work by 5:00pm to either of the following (preferably by email):

By Mail: Preschool Promise, Attn: Ashley Marshall at 4801 Springfield Street, Dayton, OH 45431; or  
By E-Mail: [ashley.marshall@preschoolpromise.org](mailto:ashley.marshall@preschoolpromise.org)

**V. Reimbursement of Pre-Approved Expenses.** Preschool Promise, Inc. shall reimburse Consultant for additional expenses incurred by Consultant as it relates to Consultant's performance of the Services (such as mileage) which are (i) pre-approved by Preschool Promise, Inc. in writing and (ii) properly documented by Consultant. Any reimbursement of mileage shall be at the approved federal mileage reimbursement rates.

**VI. Relationship of Parties.** Consultant shall be an independent contractor for Preschool Promise, Inc. and shall have no authority to make commitments or incur any obligations or liabilities relating to or on behalf of Preschool Promise, Inc. or any of its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns. No provision of this MOU shall be construed to place the parties in the relationship of employer-employee, partners, joint venturers, or otherwise. The Consultant agrees and acknowledges that the Consultant 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 the Consultant; however, the Consultant shall meet with staff designated by Preschool Promise, Inc. at times required by Preschool Promise, Inc. to report on the progress of the Services.

**VII. Compliance with Laws.**

- a) Consultant agrees to comply with all federal, state, or local laws, rules, regulations regarding the Services provided under this MOU, including, as applicable, the Family Educational and Rights Privacy Act ("FERPA") and all pertinent laws, rules, and regulations promulgated thereunder.
- b) Each party 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.
- c) 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).
- d) 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.

**VIII. Confidentiality.** At no time shall Consultant, directly or indirectly, disclose any information, data, medical history, or personally identifiable information of a child or individual to any third-party unless such disclosure is (i) permitted or required under applicable federal, state, or local laws, rules, or regulations and (ii) approved in writing by Preschool Promise, Inc. Consultant shall treat and maintain such information in the strictest of confidence.

**IX. Indemnity.** Consultant agrees to defend, indemnify, and hold harmless Preschool Promise, Inc. and its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns 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 either (i) any act or omission of Consultant or any of Consultant's agents, employees or contractors, or (ii) any breach of this MOU by Consultant or any of Consultant's agents, employees or contractors.

**X. Termination.** The parties may mutually agree in writing to terminate this MOU at any time. Either party may terminate this MOU with thirty (30) days prior written notice to the other party; provided, however, that Preschool Promise, Inc. may immediately terminate this MOU (i) upon the breach of Section VII or Section VIII by Consultant, (ii) if Consultant is under investigation by, or is facing criminal charges from, any federal, state, or local government agency, or (iii) if Consultant otherwise engages upon any act of moral turpitude, as reasonably determined by Preschool Promise, Inc. During the Term, Consultant shall immediately inform Preschool Promise, Inc. in writing of any occurrence of the events described in subsection (i), (ii), or (iii) of the preceding sentence. Upon the termination of this MOU, Preschool Promise, Inc. shall pay to Consultant any and all unpaid amounts, due and owing, under this MOU.

**XI. Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.

**XII. Assignment.** Consultant's obligations under this MOU are personal to Consultant and may not be assigned or transferred to any other individual, entity, or other third party, unless Consultant receives prior written consent from Preschool Promise, Inc. Preschool Promise, Inc. may assign this MOU at any time.

**XIII. Entire Agreement.** This MOU 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 MOU supersedes any prior written or oral agreements between the parties.

**XIV. Amendment.** This MOU may be modified or amended in a writing signed by both parties.

**XV. Severability.** If any provision of this MOU is 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 MOU 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.

**XVI. Waiver.** The failure of either party to enforce any provision of this MOU 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 MOU.

**XVII. Survival.** Sections VII, VIII, IX, X, XVIII, and XXI shall survive the termination or conclusion of this MOU.

**XVIII. Alternative Dispute Resolution.** For any dispute, controversy or claim arising out of or relating to this MOU, 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.

**XIX. Notice.** Any notice required or permitted to be sent under this MOU shall be delivered by hand, by confirmed facsimile, telex, electronic mail, by overnight courier or mailed by registered or certified mail.

**XX. Counterparts.** This MOU may be executed in two or more counterparts by the parties, each of which shall be deemed to be an original, but all of which together shall constitute one MOU.

**XXI. Disclosure.** Consultant agrees and acknowledges that it may be required to furnish, to the extent permitted by law, certain information relating to this MOU and Consultant's status as a contractor of Preschool Promise, Inc., including but not limited to an accounting of money received by Consultant under this MOU, to certain governmental bodies or agencies in connection with any audits or investigations into Preschool Promise, Inc. by such governmental bodies or agencies. The information to be furnished by Consultant under this section is only intended to include books, records, and accounts of Consultant as it relates to this MOU, and is not intended to include the general disclosure of Consultant's business books, records, or accounts not otherwise related to this MOU.

*[intentionally left blank – signature page follows]*

IN WITNESS WHEREOF, the parties have executed this MOU as of the Effective Date.

Consultant

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Preschool Promise, Inc.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement" or "Contract"), entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") in Dayton, Montgomery County, Ohio, by and between *Preschool Promise, Inc.*, ("Preschool Promise") AND *the University of Dayton, Business Research Group*, having its principal address as *300 College Park, Dayton, OH 45469* (hereinafter referred to as the "Consultant").

### WITNESSETH

WHEREAS, Preschool Promise is desirous of securing the professional Services of the Consultant to perform the Services identified in Section 1.1 and further described in **Exhibit A**; and

WHEREAS, the Consultant, and in particular its Business Research Group, is uniquely qualified, experienced, and willing to perform the said Services for the benefit of Preschool Promise.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

### SECTION ONE: SCOPE OF WORK

1.1 At the direction of Preschool Promise's duly appointed representative, the Consultant agrees to perform the services embodied in Preschool Promise 2019-2020 Evaluation Scope of Work attached hereto (and incorporated herein by reference) as **Exhibit A** (the "Services"). Preschool Promise and the Consultant further agree that unless otherwise authorized by the Board of Directors of Preschool Promise (the "Board") in writing, all Services to be performed hereunder shall be performed by the Consultant.

1.2 The Consultant agrees that any information which it receives concerning the personal, financial, or other affairs of Preschool Promise, including but not limited to student, parent and family information and data, during the term of this Agreement shall be treated by the Consultant in full confidence, to be shared only with those individuals having a need to know such information to perform the Services, and that the Consultant shall not disclose any such information to other persons, firms and/or organizations without prior written consent of Preschool Promise, which consent can be withheld for any reason. All records or data disclosed or provided by Consultant to a third party shall be done in accordance with any applicable Federal, State, and local laws and regulations and will not contain, to the extent required by law, any personally identifiable information. Consultant shall exercise reasonable and appropriate care to maintain and keep information confidential and private, in accordance with applicable laws, and Consultant shall be responsible for any data breach or illegal or improper disclosure of records or data. The Consultant further agrees that information produced by the Consultant under the terms of this Agreement shall at once become the property of Preschool Promise and that the Consultant shall not respond in the public media to requests for information or interpretation about said information. All such requests shall be referred to Preschool Promise for resolution and response. In the event Consultant faces a court order or other legal directive to disclose information that would be considered confidential under this Agreement, then Consultant shall promptly notify Preschool Promise of such

request and reasonably cooperate with any efforts by Preschool Promise to minimize such disclosure, it being understood by the parties that any such efforts are Preschool Promise's responsibility and not an obligation of Consultant, and it being further understood by the parties that Consultant will comply with any court order or other legal directive to which it is subjected.

## **SECTION TWO: TERM**

2.1 The term of this Agreement shall commence on the Effective Date and shall end at the conclusion of the Services (the "Initial Term"); provided, however, that the parties may, from time to time, mutually agree to amend in writing the Services provided in **Exhibit A**, including but not limited to the term and duration of the Services, the scope of the Services, and the pricing of the Services.

## **SECTION THREE: PAYMENT FOR SERVICES**

3.1 To compensate the Consultant for the Services, Preschool Promise agrees to pay the Consultant an amount not to exceed the amount listed in **Exhibit A**. Payments shall be made to reimburse the Consultant for expenses incurred as they are invoiced to Preschool Promise in accordance with the Services and conditions identified in **Exhibit A**. Invoices from the Consultant shall include documentation to support all incurred expenses and confirmation of payment.

3.2 Invoices from the Consultant shall be sent to Preschool Promise. Subject to Preschool Promise's approval of the Consultant's invoices in whole or in part, Preschool Promise shall pay the Consultant within 45 days after receipt of the Consultant's invoices. Preschool Promise and the Consultant further agree that invoices for services rendered by the Consultant which exceed the scope of Services, invoices for services not authorized by Preschool Promise, and invoices for services otherwise performed outside of the terms of this Agreement, shall not be paid by Preschool Promise. Preschool Promise shall have the right, upon reasonable written request, to written evidence of the Consultant's related expenses to provide the Services.

3.3 Preschool Promise and Consultant hereby acknowledge that Consultant has performed a portion of the Services, as contemplated under this Agreement, prior to the Effective Date. Consultant issued invoices for these Services, which Consultant acknowledges as being paid in conjunction with the execution of this Agreement.

3.4 The Consultant shall be liable for and shall immediately repay unto Preschool Promise, any monies that are improperly received in violation of this Agreement.

## **SECTION FOUR: REPORTING, RECORDS, AND MONITORING**

4.1 The Consultant, at its sole cost and expense, shall keep current and accurate account of its use of monies it receives from Preschool Promise. The Consultant shall maintain and preserve all such records in its possession, custody, or control for a period of three (3) years post-closing of the Initial Term and any extension(s) of the term and shall further maintain and preserve all such records in the possession of any third-party performing work related to this Agreement, unless otherwise directed by Preschool Promise.

4.2 Preschool Promise may from time to time, monitor the manner in which the terms of this Agreement are being carried out by the Consultant and the Consultant shall, upon reasonable written request of Preschool Promise, provide progress reports to the requesting party reflecting the progress of the Services being provided in the form prescribed by Preschool Promise.

4.3 The foregoing records shall be subject to inspection, review and audit by Preschool Promise, its Board and/or representatives, with reasonable notice thereof to the Consultant. Visits to the Consultant shall be permitted during the University of Dayton's regular operating hours.

4.4 The Consultant, at its sole cost and expense, shall prepare and provide to Preschool Promise, an annual summary of the program and/or Services it has performed with the monies received from Preschool Promise. The Consultant's annual program summary shall be submitted to Preschool Promise within sixty (60) days after payment of the Consultant's final fiscal year-end invoices by Preschool Promise.

#### **SECTION FIVE: FISCAL AUDIT**

5.1 Preschool Promise reserves the right to audit, at its own expense, the Consultant's use of the monies provided by virtue of this Agreement. Should any fiscal audit exception be reported as a result of the independent audit, the Consultant shall immediately take any and all actions necessary to rectify such exception. In the event the Consultant fails to rectify the fiscal audit exception, the Consultant shall pay Preschool Promise the amount of such fiscal audit exception, unless the dispute resolution process set forth in Section 19 results in the exception being reversed or modified.

#### **SECTION SIX: RELATIONSHIP**

6.1 The Consultant is and shall act as an independent contractor in the performance of the Services hereunder and shall not be considered to be, permitted to be or otherwise deemed to be an agent, employee, joint venture or partner of Preschool Promise. As an independent contractor, the Consultant is without the right or authority to impose tort, contractual, or any other liability of any kind and nature whatsoever upon Preschool Promise and its officers, agents and employees. All employees and agents furnished, used, retained, or hired by or on behalf of the Consultant are and shall be considered employees or agents of the Consultant. The Consultant further accepts full responsibility for their acts. The Consultant further accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the Consultant and all employees engaged by the Consultant for the performance of the Services authorized by this Agreement.

6.2 The Consultant, at its sole cost and expense, shall comply with all applicable Federal, State, and local laws and regulations regarding employment including, but not limited to, those related to discrimination.

6.3 The Consultant, at its sole cost and expense, shall comply with all applicable Federal, State, and local laws and regulations which relate to the purpose of this Agreement and shall fully perform all of its obligations hereunder in a professional manner.

6.4 The Consultant, its agents, employees, assigns and/or subcontractors acknowledge that they are not officers, agents or employees of Preschool Promise.

#### **SECTION SEVEN: INDEMNIFICATION AND INSURANCE**

7.1 The Consultant, to the fullest extent permitted by law, shall protect, defend, indemnify and hold free and harmless Preschool Promise, its Board, officers, employees, administrators, and agents from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities, and expenses of any kind and nature whatsoever arising out of Consultant's obligations under this Agreement or the Services provided by Consultant hereunder, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the Consultant, its officers, employees, consultants, agents, subcontractors, sub-subcontractors, successors or administrators, whether negligent or reckless, wanton and/or willful and regardless of whether such claims, damages, losses, claims of loss, causes or action, penalties, settlements costs, liabilities or expense is caused in part by any party indemnified hereunder. The Consultant shall be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by Preschool Promise relating to actions, causes of action, or claims which arise out of the aforementioned acts or omissions. Such obligations shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described herein. Nothing in this Section 7.1 shall be construed to require indemnification or payment by Consultant in the event a claim, damage, loss, claim of loss, cause of action, penalty, settlement, cost, liability and/or expense results from or otherwise relates to the negligence, misconduct or other action or inaction of Preschool Promise

7.2 Consultant shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Contract, and keep in full force, Workers' Compensation Insurance. A copy of the Consultant's documents evidencing said Workers' Compensation coverage shall be furnished to Preschool Promise prior to commencement of Services by Consultant.

7.3 Consultant self-insures its professional liability for a minimum limit of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate to cover any loss, liability or damage alleged to have been committed by the Consultant or the Consultant's agents or employees.

#### **SECTION EIGHT: TERMINATION**

8.1 If the party (the "Defaulting Party") is in default of or in breach of this Agreement, and the Defaulting Party does not remedy that breach or default within fifteen (15) calendar days after receipt from the other party of written notice of that default or breach (provided that if the breach or default is one that cannot be remedied within such fifteen (15) day period, then this Agreement may be terminated effective immediately upon written notice to the Defaulting Party), the other party shall after the expiration of such fifteen (15) days have the right to terminate this Agreement effective immediately. Preschool Promise shall be in breach of or default under this Agreement and the Consultant may terminate this Agreement only if the breach or default relates to Preschool Promise's failure to pay the

Consultant an amount payable when due and the breach or default is not remedied within the applicable time period specified.

8.2 If this Agreement is terminated by Preschool Promise for a default or breach of the Consultant, the termination of this Agreement thereof by Preschool Promise shall not constitute an exclusive remedy. Rather, Preschool Promise shall enjoy all rights and remedies as the case may be, and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, code, rule of court, or the common law, either at law or in equity or both, subject to the limitations of Section 8.4.

8.3 If this Agreement is terminated by the Consultant for a default or breach by Preschool Promise, in no event shall Preschool Promise be liable for indirect, special, incidental or consequential damages, whether based on contract, tort, or any other legal theory, even if Preschool Promise has been advised of the possibility of such damages.

8.4 If this Agreement is terminated by Preschool Promise for a default or breach by Consultant, in no event shall Consultant be liable for indirect, special, incidental or consequential damages, whether based on contract, tort, or any other legal theory, even if Consultant has been advised of the possibility of such damages. Additionally, Consultant's total liability to Preschool Promise for any default or breach shall be limited to the fees Consultant has received from Preschool Promise for the Services performed under this Agreement.

#### **SECTION NINE: ASSIGNMENT**

9.1 The Consultant shall not assign this Agreement in whole or in part without the prior written consent of Preschool Promise, which consent may be withheld by Preschool Promise for any reason. This Contract shall be binding upon any such authorized assigns.

#### **SECTION TEN: CONFLICT OF INTEREST**

10.1 This Contract in no way precludes, prevents, or restricts the Consultant from entering into additional contractual arrangements with a party other than Preschool Promise, assuming that the additional contractual arrangement in no way impairs or impedes the Consultant's ability to fully perform its obligations hereunder. The Consultant warrants and represents that as of the date of execution of this Agreement the Consultant has no interest, and shall not acquire any interest, direct or

indirect, which could conflict in any manner with the performance of the Services required under this Agreement.

#### **SECTION ELEVEN: PUBLICITY**

11.1 All media releases and printed materials of the Consultant concerning or relating to this Agreement shall be reviewed and approved, in writing, by Preschool Promise prior to dissemination. All such media releases and printed materials shall clearly and prominently state that the project is an initiative of Preschool Promise, will list funders as requested by Preschool Promise, and shall include the appropriate Preschool Promise logos as needed for each document or release, provided, however, that if Consultant determines that any of the statements, names or logos requested by Preschool Promise are contrary to Consultant's identity as a Catholic, Marianist institution of higher education, Consultant may choose not to issue the media release or publish the materials.

#### **SECTION TWELVE: DISCLOSURE**

12.1 The Consultant hereby covenants that it has disclosed to Preschool Promise any business, business relationship or financial interest that exists between Consultant and any Preschool Promise representative or agent.

#### **SECTION THIRTEEN: HEADINGS**

13.1 The sections and headings in this Agreement are inserted for convenience, organization, and reference, and are not intended to affect the interpretation or construction of the terms hereof.

#### **SECTION FOURTEEN: SIGNING OF CONTRACT**

14.1 The Consultant hereby acknowledges that this Agreement must be executed and returned to Preschool Promise by the Consultant within thirty (30) days of receipt of said Contract for signature or the Contract may be canceled and voided by Preschool Promise without penalty.

#### **SECTION FIFTEEN: MODIFICATION AND SEVERABILITY**

15.1 This Contract constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by both Preschool Promise and the Consultant.

15.2 If any term or provision of this Agreement or the application thereof is invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **SECTION SIXTEEN: GOVERNING LAW**

16.1 This Contract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced under the laws of the State of Ohio.

#### **SECTION SEVENTEEN: WAIVER**

17.1 Any forbearance or delay on the part of either party in enforcing any Section of this Agreement or any of its rights hereunder shall not be construed as a waiver of such Section or of a right to enforce same.

#### **SECTION EIGHTEEN: NOTICE**

18.1 Any notice required to be generated shall be given in person, by common courier or by certified mailed notification to the following addresss or such other address as may be designated in writing by a party:

If to Preschool Promise:           Preschool Promise, Inc.  
4801 Springfield Street  
Dayton, OH 45431

If to Consultant:                   University of Dayton  
Business Research Group  
Attn: Dr. Richard Stock  
300 College Park  
Dayton, OH 45469

#### **SECTION NINETEEN: ALTERNATIVE DISPUTE RESOLUTION**

19.1 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 County, 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.

*[Signatures Appear on Following Page]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates of acknowledgment indicated below, but effective as of the date first above written, with the intention to be fully bound hereby.

**Preschool Promise, Inc.**

By: \_\_\_\_\_

Printed Name: Deborah Feldman

It's: Board Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Robyn Lightcap

Its: Executive Director

Date: \_\_\_\_\_

**University of Dayton, Business Research Group**

By: \_\_\_\_\_

Printed Name: Richard Stock

Its: Chair, Business Research Group

Date: \_\_\_\_\_

## EXHIBIT A

### Preschool Promise 2019-2020 Evaluation Scope of Work

#### I. Introduction

The Business Research Group at the University of Dayton, (hereafter BRG), will conduct an evaluation of the Preschool Promise work done as part of the demonstration year project. Dr. Richard Stock, Director of BRG will act as project manager and co-principal investigator. Dr. Mary Fuhs, Assistant Professor of Psychology will act as co-principal investigator. There are 5 key evaluation tasks:

1. Process Evaluation and Monitoring
2. Administer and Analyze MEFS and Bracken
3. Administer and Report Fall 2019 Kindergarten Experience Survey data and KRA data for all Montgomery County students
4. Outcome Analysis and Reporting
5. Budget and Data Analysis on Management Issues

Each of these is described below.

#### II. Scope of Work

##### A. Process Evaluation and Monitoring

**1. Quality Assistance Monitoring:** Quality Assistance is a key element of the Preschool Promise work. The evaluation will assist the quality assistance work by providing feedback on quality assistance processes through on-line surveys, 1 on 1 interviews and focus groups with providers and teachers. The on-line surveys may be executed several times during the year linked to new work on Conscious Discipline fidelity checks and professional development. Frequency of the surveys will be agreed upon in consultation with Preschool Promise staff but may constitute both short weekly check in surveys and longer surveys on a bi-monthly basis three times. Immediate, (within two weeks), tabulations from the surveys will be shared with relevant staff.

The teacher surveys will encompass both standard questions on coaching and questions linked to any professional development that has occurred. The provider surveys will be linked to the specific work done with providers. Survey design will be conducted in close connection with Preschool Promise Dayton and 4C staff working on Preschool Promise.

**Deliverables:** Three Reports on Coaching Feedback Survey Results. Due date: two weeks after quarterly survey closes. More frequent results will be provided on weekly check-ins

**2. Attendance Monitoring:** On a monthly basis from community providers and a quarterly basis from public school providers, student level attendance will be collected that permits aggregation to monitor and report on attendance trends.

**Deliverables:** Quarterly reports

**3. Family Engagement Monitoring and the Family Engagement Survey:** Preschool Promise coaching will involve assisting providers in improving family engagement.

The evaluation will utilize a combination of paper and on-line surveys to capture parent assessment of aspects of family engagement and more importantly, family readiness early in the year, (September-October) and late in the demonstration year, (April-May). The parent family engagement and readiness survey will be used to provide providers with some immediate parent feedback as they do their self-evaluation.

**Deliverables:** Two reports on parent survey results, (late October 2018, late June 2019).

**4. Equity Monitoring:** The evaluation team will provide qualitative and quantitative assistance in monitoring equity. The team will take responsibility by keeping relevant equity questions to the forefront in core implementation team decision-making. Quantitatively, the evaluation team will monitor and report particular equity indicators agreed on by the Preschool Promise core implementation team.

**Deliverables:** Reports in early October 2019 on baseline Preschool Promise enrollment, attendance and leaving (expulsion) behavior by race, gender and income relative to target populations. Follow-up reports in February 2020 and May 2020 on attendance, enrollment, and leaving (expulsion) behavior. Each of the reports will be disaggregated where appropriate by City of Dayton Residents vs. Other Residents, type of provider, City of Dayton providers, and Kettering providers.

## **B. Administer and Analyze Child Assessments**

Mary Fuhs assisted by students and BRG staff will be conducting direct child assessments of children's executive functioning skills in the fall and spring of children's preschool year using the MEFS assessment of executive functioning skills. The Woodcock Johnson will also be administered by Mary Fuhs assisted by students and BRG staff. The goal is to administer the assessments to all children involved in classrooms touched by the Preschool Promise work. Parent consents will be required prior to conducting the assessments. The assessments are an important element of establishing whether improvements in the quality of preschool classrooms linked to Preschool Promise impacts preschool children's executive functioning and academic and social skills.

**Deliverables:** Mid-year preliminary report and final report on July 30, 2019 providing preliminary results on changes in child assessments.

## **C. Administer and Report School Year 2019-20 Kindergarten Experience Survey data and KRA data for all Montgomery County students**

BRG will continue its ongoing work for Preschool Promise Dayton of collecting and analyzing all Montgomery County Kindergarten Experience Survey data and its relationship to KRA scores as part of the evaluation. The Kindergarten Experience surveys are a critical element of monitoring whether the Preschool Promise demonstration work has an impact on the number of children going to high quality

preschool programs. In addition, it will permit the creation of some quasi-control groups in monitoring the impact of Preschool Promise demonstration work on school readiness.

**Deliverables:** Reports by School District providing descriptive information on preschool trends by quality and the relationship to KRA scores. School Year 2018-2019 Reports by March 31, 2019, assuming KRA data is available from Ohio Department of Education by January 30, 2020.

#### **D. Passport to Kindergarten**

The Business Research Group will provide ongoing evaluation support for Passport to Kindergarten. During the year, weekly reminders will be sent to participants to fill out the weekly fidelity on-line survey of three questions. A summary of adherence to dialogic reading fidelity will be provided at the end of the first and second semester. Two outcome measures will be utilized. First, CLASS scores will be evaluated for any change from the Fall to the Spring assessments. Second, a post survey will be conducted of participants to gauge their current view of dialogic reading, changes in their teaching practice and evaluation of the professional learning community experience

#### **E. Outcome Analysis and Reporting**

The evaluation is to assess the effectiveness of Preschool Promise in improving preschool quality and to test whether those improvements in preschool quality are associated with improved learning outcomes for children in those Preschool Promise assisted classrooms. To do that, a variety of data that monitors preschool classroom quality, (to include, but not limited to average attendance, coaching assessments, CLASS scores, ECERS scores, and Family Readiness Checklist) will be considered as it is potentially impacted by Preschool Promise coaching, tuition assistance and direct resource assistance. In turn, the relationship between quality improvements and changes in student level data, (child attendance, Bracken scores, Woodcock Johnson score, MEFS scores and HTKS scores and other assessments) will be assessed controlling for exogenous neighborhood level and family factors. In addition, the evaluators will create the database to which the kindergarten readiness assessment, early learning assessment, kindergarten experience survey, STAR assessments or equivalent from the elementary grades, ohio achievement assessments or equivalent, attendance, IEP status and grade retention will be added as they become available.

**Deliverables:** The evaluation team will provide periodic summary and technical reports on those relationships as data becomes available over the course of the year. Two basic reports are anticipated. The first report will provide fall baseline data analysis on the items discussed above. That report will be available by February 28, 2020. The second report will provide an analysis of changes in the measures described above Fall to Spring. A preliminary version of the analysis will be completed by July 30, 2020.

There will be five summary performance measures the evaluators are responsible for:

- 1) Enrollment in Preschool Promise classrooms as a percent of 4 year olds in the Preschool Promise areas.
- 2) % of Preschool Promise children attending Preschool Promise sites 90% of the time
- 3) % of Preschool Promise classrooms increasing their CLASS scores
- 4) Comparison of pre and post Bracken or Woodcock Johnson scale scores
- 5) % of Preschool Promise children scoring in the “Demonstrating Readiness” band

Each of the performance measures, and where possible other descriptive elements, will be disaggregated by City of Dayton Residents vs. Other Residents, type of provider, City of Dayton providers, and Kettering providers.

### **E. Forecasting/ Analysis / Mapping for Budget and Management Purposes**

There are a number of tasks that are logical for the evaluation team to perform that are not specifically linked to evaluation but are most easily done by the evaluation team given skill sets and overlapping data requirements. The evaluation team will assist with

1. Forecasting number of children served in Preschool Promise for 2019-2020 and future years
2. Helping create estimates for budgets for current and future years; revising those budgets as needed
3. Mapping students, Preschool providers
4. Assisting in an annual on-line census of preschool providers
5. Providing demographics such as census data for the population areas being served
6. Revising estimates based on changes throughout the year
7. Updating Tuition Assistance tables as needed
8. Potentially comparing other cities' data to our community to see how we are doing in Preschool penetration
9. Evaluators will work with Preschool Promise staff to create appropriate longitudinal measures of Preschool Promise success (such as accessibility to star-rated/quality programs across all neighborhoods)

**Deliverables:** Periodic analysis and mapping as needed

### **III. Cost of Effort**

The evaluation cost is \$252,999. A detailed breakdown is presented below (continues on next page).

### III. Payment Schedule

The evaluation cost is \$252,999 for work billed from July 2019 through June 2020.

UD Business Research Group will submit an invoice for \$21,083.25 to the Preschool Promise Director of Operations at ashley.marshall@preschoolpromise.org or 4801 Springfield Street, Dayton, OH 45431 on a monthly basis (by the 15<sup>th</sup> of the month for the previous month's work, with the first invoice to be submitted at the end of July), assuming the appropriate deliverables and reports have been submitted, and will bill according to the budget provided herein, not to exceed \$252,999 over the course of the contract. Budget is included on the following pages.

Budget				
Tasks			Sub-Total	Section Totals
<b>I. Administer and Analyze MEFS and Woodcock Johnson</b>				
Subcontract - Fuhs/			\$	
Goodnight			46,853	
BRG	Hours	Rate with Fringe		
		\$	\$	
Stock	15	99.69	1,495	
		\$	\$	
Gilley	490	49.88	24,440	
		\$	\$	
Interns	360	12.36	4,450	
		\$	\$	
Student Assessors	400	9.03	3,610.80	
		\$	\$	
Grad/Prof. Assessors	400	15.30	6,120.00	
	Miles	Per Diem		
			\$	
Assessor Travel	4320	0.535	2,311	
			\$	
Training Food/Supplies			400	
			\$	
Ipad data plan for MEFS			3,600	
			\$	
MEFS licenses, recert. & Woodcock Johnson, incentives			9,847	
				\$
Total				103,127
<b>II. Administer and Report Fall 2018 Kindergarten Experience Survey data and KRA data for all students</b>				
BRG				

		\$	\$	
Stock	160	99.69	15,950	
		\$	\$	
Gilley	240	49.88	11,970	
		\$	\$	
Interns	200	12.36	2,472	
			\$	
Material			856	
				\$
Total				31,248
<b>III. Process Evaluation/ Monitoring</b>				
<b>A. Quality Assistance Monitoring on PLCs, CD Fidelity Checks, Coaching</b>				
<b>1) On-line Surveys &amp; focus groups (providers/ teachers/ parents) - Nov. /Report</b>				
BRG				
		\$	\$	
Stock	60	99.69	5,981	
		\$	\$	
Gilley	40	49.88	1,995	
		\$	\$	
Interns	40	12.36	494	
				\$
Total				8,471
<b>2) On-line Surveys &amp; focus groups (providers/ teachers/ parents) - Mar./Report</b>				
BRG				
		\$	\$	
Stock	60	99.69	5,981	
		\$	\$	
Gilley	40	49.88	1,995	
		\$	\$	
Interns	40	12.36	494	
				\$
Total				8,471
<b>3) On-line Surveys &amp; focus groups (providers/ teachers/ parents) - June /Report</b>				
BRG				
		\$	\$	
Stock	60	97.35	5,841	
			\$	
Gilley	40		\$48.71 1,948	
		\$	\$	
Interns	40	12.00	480	
				\$
Total				8,269
<b>B. Attendance Monitoring</b>				

BRG			
		\$	\$
Stock	40	99.69	3,987
		\$	\$
Gilley	40	49.88	1,995
		\$	\$
Interns	400	12.36	4,944
			\$
Incentives			2,000
			\$
Total			12,927
<b>C. Family Engagement Survey</b>			
BRG			
		\$	\$
Stock	40	99.69	3,987
		\$	\$
Gilley	80	49.88	3,990
		\$	\$
Interns	300	12.36	3,708
			\$
Incentives			4,000
			\$
Total			15,686
<b>D. Equity Monitoring</b>			
BRG			
		\$	\$
Stock	20	99.69	1,994
		\$	\$
Gilley	20	49.88	998
		\$	\$
Interns	150	12.36	1,854
			\$
Incentives			2,000
			\$
Total			6,845
<b>IV. Forecasting/ Analysis / Mapping for Budget and Management Purposes</b>			
BRG			
		\$	\$
Stock	280	99.69	27,912
		\$	\$
Gilley	100	49.88	4,988
		\$	\$
Interns	250	12.36	3,090

Total			\$ 35,990
<b>V. Outcome Analysis and Report</b>			
<b>Examining Relationship of Classroom Improvement Measures and Student Outcome Measures</b>			
BRG			
		\$	\$
Stock	140	99.69	13,956
		\$	\$
Gilley	40	49.88	1,995
		\$	\$
Interns	160	12.36	1,978
			\$
Total			17,929
<b>VI. Passport to Kindergarten</b>			
BRG			
		\$	\$
Stock	30	99.69	2,991
		\$	\$
Gilley	16	49.88	798
		\$	\$
Interns	20	12.36	247
			\$
Total			4,036
<b>GRAND TOTAL</b>			\$ <b>252,999</b>

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement" or "Contract"), entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") in Dayton, Montgomery County, Ohio, by and between *Preschool Promise, Inc.* ("Preschool Promise") AND *4C for Children*, having its principal address as *2100 Sherman Ave #300, Cincinnati, OH 45212* (hereinafter referred to as the "Consultant").

### WITNESSETH

WHEREAS, Preschool Promise is desirous of securing the professional Services of the Consultant to perform the Services identified in Section 1.1 and further described in **Exhibit A**; and

WHEREAS, the Consultant is uniquely qualified, experienced, and willing to perform the said Services for the benefit of Preschool Promise.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

### SECTION ONE: SCOPE OF WORK

1.1 At the direction of Preschool Promise's duly appointed representative, the Consultant agrees to perform the services embodied in the Scope of Work attached hereto (and incorporated herein by reference) as **Exhibit A** (the "Services"). Preschool Promise and the Consultant further agree that unless otherwise authorized by the Board of Directors of Preschool Promise (the "Board") in writing, all Services to be performed hereunder shall be performed by the Consultant.

1.2 The Consultant agrees that any information which it receives concerning the personal, financial, or other affairs of Preschool Promise, including but not limited to student, parent and family information and data, during the term of this Agreement shall be treated by the Consultant in full confidence, to be shared only with those individuals having a need to know such information to perform the Services, and that the Consultant shall not disclose any such information to other persons, firms and/or organizations without prior written consent of Preschool Promise, which consent can be withheld for any reason. All records or data disclosed or provided by Consultant to a third party shall be done in accordance with any applicable Federal, State, and local laws and regulations and will not contain, to the extent required by law, any personally identifiable information. Consultant shall exercise reasonable and appropriate care to maintain and keep information confidential and private, in accordance with applicable laws, and Consultant shall be responsible for any data breach or illegal or improper disclosure of records or data. The Consultant further agrees that information produced by the Consultant under the terms of this Agreement shall at once become the property of Preschool Promise and that the Consultant shall not respond in the public media to requests for information or interpretation about said information. All such requests shall be referred to Preschool Promise for resolution and response. In the event Consultant faces a court order or other legal directive to disclose information that would be considered confidential under this Agreement, then Consultant shall promptly notify Preschool Promise of such request and reasonably cooperate with any efforts by Preschool Promise to minimize such disclosure, it being understood by the parties that any such efforts are Preschool Promise's responsibility and not an obligation of Consultant, and it being further understood by the parties that Consultant will comply with any court order or other legal directive to which it is subjected.

## **SECTION TWO: TERM**

2.1 The term of this Agreement shall commence on the Effective Date and shall end at the conclusion of the Services (the "Initial Term"); provided, however, that the parties may, from time to time, mutually agree to amend in writing the Services provided in **Exhibit A**, including but not limited to the term and duration of the Services, the scope of the Services, and the pricing of the Services.

## **SECTION THREE: PAYMENT FOR SERVICES**

3.1 To compensate the Consultant for the Services, Preschool Promise agrees to pay the Consultant an amount not to exceed the amount listed in **Exhibit A**. Payments shall be made to reimburse the Consultant for expenses incurred as they are invoiced to Preschool Promise in accordance with the Services and conditions identified in **Exhibit A**. Invoices from the Consultant shall include documentation to support all incurred expenses and confirmation of payment.

3.2 Invoices from the Consultant shall be sent to Preschool Promise. Subject to Preschool Promise's approval of the Consultant's invoices in whole or in part, Preschool Promise shall pay the Consultant within 45 days after receipt of the Consultant's invoices. Preschool Promise and the Consultant further agree that invoices for services rendered by the Consultant which exceed the scope of Services, invoices for services not authorized by Preschool Promise, and invoices for services otherwise performed outside of the terms of this Agreement, shall not be paid by Preschool Promise. Preschool Promise shall have the right, upon reasonable written request, to written evidence of the Consultant's related expenses to provide the Services.

3.3 The Consultant shall be liable for and shall immediately repay unto Preschool Promise, any monies that are improperly received in violation of this Agreement.

## **SECTION FOUR: REPORTING, RECORDS, AND MONITORING**

4.1 The Consultant, at its sole cost and expense, shall keep current and accurate account of its use of monies it receives from Preschool Promise. The Consultant shall maintain and preserve all such records in its possession, custody, or control for a period of three (3) years post-closing of the Initial Term, and any extension(s) of the Initial Term thereafter, and shall further maintain and preserve all such records in the possession of any third-party performing work related to this Agreement, unless otherwise directed by Preschool Promise.

4.2 Preschool Promise may from time to time, monitor the manner in which the terms of this Agreement are being carried out by the Consultant and the Consultant shall, upon reasonable written request of Preschool Promise, provide progress reports to the requesting party reflecting the progress of the Services being provided in the form prescribed by Preschool Promise.

4.3 The foregoing records shall be subject to inspection, review and audit by Preschool Promise, its Board and/or representatives, with notice thereof to the Consultant. Visits to the Consultant shall be permitted during the Consultant's regular operating hours.

## **SECTION FIVE: FISCAL AUDIT**

5.1 The Consultant, at its sole cost and expense, shall upon written request by Preschool Promise prepare annually, a fiscal audit performed in accordance with OMB Circular A-133, as revised. A copy of the fiscal audit shall be provided to Preschool Promise upon completion.

5.2 Preschool Promise reserves the right to audit, at its own expense, the Consultant's use of the monies provided by virtue of this Agreement. Should any fiscal audit exception be reported as a result of the independent audit, the Consultant shall immediately take any and all actions necessary to rectify such exception. In the event the Consultant fails to rectify the fiscal audit exception, the Consultant shall pay Preschool Promise the amount of such fiscal audit exception.

## **SECTION SIX: RELATIONSHIP**

6.1 The Consultant is and shall act as an independent contractor in the performance of the Services hereunder and shall not be considered to be, permitted to be or otherwise deemed to be an agent, employee, joint venture or partner of Preschool Promise. As an independent contractor, the Consultant is without the right or authority to impose tort, contractual, or any other liability of any kind and nature whatsoever upon Preschool Promise and its officers, agents and employees. All employees and agents furnished, used, retained, or hired by or on behalf of the Consultant are and shall be considered employees or agents of the Consultant. The Consultant further accepts full responsibility for their acts. The Consultant further accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the Consultant and all employees engaged by the Consultant for the performance of the Services authorized by this Agreement.

6.2 The Consultant, at its sole cost and expense, shall comply with all applicable Federal, State, and local laws and regulations regarding employment including, but not limited to, those related to discrimination.

6.3 The Consultant, at its sole cost and expense, shall comply with all applicable Federal, State, and local laws and regulations which relate to the purpose of this Agreement and shall fully perform all of its obligations hereunder in a professional manner.

6.4 The Consultant, its agents, employees, assigns and/or subcontractors acknowledge that they are not officers, agents or employees of Preschool Promise and the parties hereto agree that the Consultant shall act as an independent contractor without the right or authority to impose tort, contractual or any other liability on Preschool Promise.

## **SECTION SEVEN: INDEMNIFICATION AND INSURANCE**

7.1 The Consultant, to the fullest extent permitted by law, shall protect, defend, indemnify and hold free and harmless Preschool Promise, its Board, officers, employees, administrators, and agents from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities, and expenses of any kind and nature whatsoever arising out of Consultant's obligations under this Agreement or the Services provided by Consultant hereunder, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the Consultant, its officers, employees,

consultants, agents, subcontractors, sub-subcontractors, successors or administrators, whether negligent or reckless, wanton and/or willful and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements costs, liabilities or expense is caused in part by any party indemnified hereunder. The Consultant shall be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by Preschool Promise relating to actions, causes of action, or claims which arise out of the aforementioned acts or omissions. Such obligations shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

7.2 Consultant shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Contract, and keep in full force, Workers' Compensation Insurance. A copy of the Consultant's documents evidencing said Workers' Compensation coverage shall be furnished to Preschool Promise prior to commencement of Services by Consultant.

7.3 Consultant agrees to obtain and maintain, at their expense, at all times throughout the term of this contract, a policy of professional liability and commercial general liability insurance with an insurance company licensed in the State of Ohio. The policy shall have limits of not less than one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Consultant or the Consultant's agents or employees.

Said Certificate shall include a "Notice of Cancellation" clause with written notification thirty (30) days prior to cancellation to Preschool Promise. Cancellation of insurance will constitute a default and, if not remedied within the thirty (30) day notification period, Preschool Promise shall have the right to terminate this Agreement effective immediately.

#### **SECTION EIGHT: TERMINATION**

8.1 If the party (the "Defaulting Party") is in default of or in breach of this Agreement, and the Defaulting Party does not remedy that breach or default within fifteen (15) calendar days after receipt from the other party of written notice of that default or breach (provided that if the breach or default is one that cannot be remedied within such fifteen (15) day period, then this Agreement may be terminated effective immediately upon written notice to the Defaulting Party), the other party shall after the expiration of such fifteen (15) days have the right to terminate this Agreement effective immediately. Preschool Promise shall be in breach of or default under this Agreement and the Consultant may terminate this Agreement only if the breach or default relates to Preschool Promise's failure to pay the Consultant an amount payable when due and the breach or default is not remedied within the applicable time period specified.

8.2 If this Agreement is terminated by Preschool Promise for a default or breach of the Consultant, the termination of this Agreement thereof by Preschool Promise shall not constitute an exclusive remedy. Rather, Preschool Promise shall enjoy all rights and remedies as the case may be, and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, code, rule of court, or the common law, either at law or in equity or both.

8.3 If this Agreement is terminated by the Consultant for a default or breach by Preschool Promise, in no event shall Preschool Promise be liable for indirect, special, incidental or consequential damages,

whether based on contract, tort, or any other legal theory, even if Preschool Promise has been advised of the possibility of such damages.

#### **SECTION NINE: ASSIGNMENT**

9.1 The Consultant shall not assign this Agreement in whole or in part without the prior written consent of Preschool Promise, which consent may be withheld by Preschool Promise for any reason. This Contract shall be binding upon any such authorized assigns.

#### **SECTION TEN: CONFLICT OF INTEREST**

10.1 This Contract in no way precludes, prevents, or restricts the Consultant from entering into additional contractual arrangements with a party other than Preschool Promise, assuming that the additional contractual arrangement in no way impairs or impedes the Consultant's ability to fully perform its obligations hereunder. The Consultant warrants and represents that as of the date of execution of this Agreement the Consultant has no interest, and shall not acquire any interest, direct or indirect, which could conflict in any manner with the performance of the Services required under this Agreement.

#### **SECTION ELEVEN: PUBLICITY**

11.1 All media releases and printed materials of the Consultant concerning or relating to this Agreement shall be reviewed and approved, in writing, by Preschool Promise prior to dissemination. All such media releases and printed materials shall clearly and prominently state that the project is an initiative of Preschool Promise, will list funders as requested by Preschool Promise, and shall include the appropriate Preschool Promise logos as needed for each document or release.

#### **SECTION TWELVE: DISCLOSURE**

12.1 The Consultant hereby covenants that it has disclosed to Preschool Promise any business, business relationship or financial interest that exists between Consultant and any Preschool Promise representative or agent.

#### **SECTION THIRTEEN: HEADINGS**

13.1 The sections and headings in this Agreement are inserted for convenience, organization, and reference, and are not intended to affect the interpretation or construction of the terms hereof.

#### **SECTION FOURTEEN: SIGNING OF CONTRACT**

14.1 The Consultant hereby acknowledges that this Agreement must be executed and returned to Preschool Promise by the Consultant within thirty (30) days of receipt of said Contract for signature or the Contract may be canceled and voided by Preschool Promise without penalty.

#### **SECTION FIFTEEN: MODIFICATION AND SEVERABILITY**

15.1 This Contract constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by both Preschool Promise and the Consultant.

15.2 If any term or provision of this Agreement or the application thereof is invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **SECTION SIXTEEN: GOVERNING LAW**

16.1 This Contract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced under the laws of the State of Ohio.

#### **SECTION SEVENTEEN: WAIVER**

17.1 Any forbearance or delay on the part of Preschool Promise in enforcing any Section of this Agreement or any of its rights hereunder shall not be construed as a waiver of such Section or of a right to enforce same.

#### **SECTION EIGHTEEN: NOTICE**

18.1 Any notice required to be generated shall be given in person, by common courier or by certified mailed notification, as follows: to Preschool Promise, 4801 Springfield Street, Dayton, OH 45431 – to Consultant at 2100 Sherman Ave #300, Cincinnati, OH 45212 or to such other address designated in writing by a party.

#### **SECTION NINETEEN: ALTERNATIVE DISPUTE RESOLUTION**

19.1 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 County, 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.

#### **SECTION TWENTY: NON-DISCRIMINATION POLICY**

20.1 Consultant, and its directors, officers, employees, agents, subcontractors, successors, and administrators 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 handicap in any of Consultant's activities or operations, including, but not limited to, the Services. This prohibition against discrimination shall include, but is not limited to, actions against any employee; applicant for employment; applicant for services; client; subcontractor; vendor; or, as it relates to the Services, any child, parent, guardian, family, teacher, or preschool provider.

*[Signatures Appear on Following Page]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates of acknowledgment indicated below, but effective as of the date first above written, with the intention to be fully bound hereby.

**Preschool Promise, Inc.**

**4C for Children**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A - Scope of Work**

### **4C for Children – Preschool Promise 2019-20 School Year**

Rev 06.24.19

#### **SECTION A: BACKGROUND**

##### **Definition of Quality:**

Preschool Promise's commitment to quality builds upon Ohio's Step Up to Quality requirements that are needed to earn a high-quality distinction, with the goal of ensuring that all Montgomery County children are fully ready to start kindergarten.

Preschool Promise's expectation for high-quality classrooms go above and beyond the Star Rating to include:

1. Strong Emotional Support (includes effective implementation of Conscious Discipline, Culturally Responsive Teaching, and systematic Family Engagement to address achievement gaps and foster equity)
2. Strong Classroom Organization (includes Developmentally Appropriate Practice, boy-friendly classrooms)
3. Excellent Instructional Support (includes implementing curriculum to fidelity and improving Executive Function skills in children)

4C for Children will provide intensive coaching to participating Preschool Promise Providers with the goal of ensuring all children are fully prepared for kindergarten. The 4C coaches will help all Preschool Promise sites fulfill the expectations for high-quality listed above and maintain a minimum of a 3-Star Rating per the specified timelines in the Provider Handbook.

#### **SECTION B: SERVICES TO BE PROVIDED**

4C for Children will provide three key services to Preschool Promise:

- 1) **Classroom Coaching** – Classroom Coaching will focus on Preschool classroom teaching practices to improve kindergarten readiness skills for children, with an estimated 30-33 center based sites and 1-3 Family Child Care providers.
- 2) **Leadership Coaching** – Leadership Coaching will focus on Step Up to Quality, with an estimated 30-33 center based sites working to earn a 2-5 Star Rating.
- 3) **Administration of CLASS** - 4C for Children will have Reliable CLASS specialists administer CLASS in the fall 2019 only with new classrooms (the list of new classrooms will come from Preschool Promise) and in the spring 2020 (March-May) for Preschool teachers in all participating Preschool Promise classrooms (*excluding* Miami Valley Child Development Centers and their partners, and *including* school-based sites). There will be an estimated 140-150 classrooms in the 2019-20 school year. Coaching hours may be reduced to allow 4C coaches to complete the CLASS assessments from March-May.
- 4) **Star Rating support to childcare sites outside of Preschool Promise** – 4C for Children will also provide coaching support to childcare sites located in Montgomery County who must meet the State of Ohio's rules about Star Ratings because they serve children receiving Publicly Funded Child Care. 4C will provide on-site coaching, training and follow-up based on the needs of the childcare providers. The first goal will be to help all childcare providers meet the July 1, 2020 deadline of having at least a 1-Star Rating; the second goal will be to help providers start working toward a 2-Star and 3-Star Rating to meet the July 1, 2025 deadline requirements from the State.

#### **Section B1: Explanation of Classroom Coaching Role**

##### **Core Responsibilities of the Preschool Promise 4C Classroom Coach:**

## EXHIBIT A - Scope of Work

### 4C for Children – Preschool Promise 2019-20 School Year

Rev 06.24.19

1. **Classroom Practices:** Improve Preschool classroom practices with the goal of increasing CLASS scores by focusing on the three elements of a high-quality Preschool Promise classroom: 1) Strong Emotional Support which includes Conscious Discipline, Culturally Responsive Teaching, and Family Engagement; 2) Strong Classroom Organization which includes Developmentally Appropriate Practice, Wired to Move; and 3) Excellent Instructional Support with a focus on implementing curriculum to fidelity (Creative Curriculum, HighScope or Montessori), Executive Function, and CLASS. Conduct a Needs Assessment by September 15, 2019 using a tool similar to the sample at the end of this Scope of Work, and determine a focus area for each classroom for the 2019-20 school year.
2. **Professional Development Plan (PDP):** By October 31, 2019, 4C will review the current PD plan with PP teacher at each program. This PD plan will support current and newly written goals that support the focus of PP. The following guidelines will be used:
  - a. Goal detailing how to obtain 20 hours of professional development focusing on attendance in Preschool Promise PLCs or trainings
  - b. Goal based on formal observation (CLASS)
  - c. Goal based on classroom self-assessment (ERS) if needed
  - d. All PD plans will be discussed with program administrator
  - e. Classroom coach will meet with administrator quarterly to review progress
  - f. Manage and monitor progress during each visit, writing new goals as previous goals are accomplished.
  - g. Manage the Request for Funds for Quality Dollars by helping providers understand the recommended uses of funds and prioritizing needs based on the PDP.
3. **Conduit/Connector:** Serve as the conduit to bring in other Preschool Promise and local resources/specialists to help the program as needed (such as the Mental Health Consultant, etc.).
4. **STAR Attendance:** Improve classroom attendance by emphasizing the importance of attendance with teachers and helping them engage families. Promote the Star Attendance program by:
  - a. Encouraging teachers to tell eligible families to sign up.
  - b. Encouraging use of the attendance charts in the classroom.
  - c. When provided data by Preschool Promise staff, the coach will assist teachers to better understand attendance rates.
  - d. Sharing ideas with teachers on how to promote attendance with parents such as – sharing attendance rates with parents, sending texts, emails or calling parents to say their child was missed, reminding parents how important attendance is, holding celebration/parties for good attendance.
5. **Book of the Month:** Supporting teachers in using the book of the month provided by Preschool Promise. Encourage teachers to read the book every week in the classroom and to remind parents and children to read at home.
6. **Participation in Meetings:**
  - a. Preschool Promise Coaching Collaborative – led by Preschool Promise staff:
    - i. 2 hours, once a month
    - ii. All front-line coaches
    - iii. Three Primary Goals:
      1. Learn about Preschool Promise Vision/Quality Essentials
      2. Improve Coaching Practices (emphasis on DAP, Curriculum, Social Emotional Support)
      3. Collaborate with other coaches across Montgomery County and mental

## EXHIBIT A - Scope of Work

### 4C for Children – Preschool Promise 2019-20 School Year

Rev 06.24.19

health specialist

- b. Monthly 4C Coaches Meeting
  - i. 4C Coaches and Preschool Promise staff meet monthly
  - ii. Purpose is to ensure that programs are focusing on kindergarten readiness; PDP's are complete and programs are progressing; request for funds are clear, consistent, and aligned with CLASS; professional development is ongoing; and progress is being made per the contract and scope of work, etc.
  - iii. The meeting schedule may be modified as needed
- c. Professional Learning Communities/Trainings offered by Preschool Promise
  - i. Average 2 hours a month, facilitated, Ohio Approved Professional Learning Communities (PLCs) that will run from September-May for a total of approximately 16-18 hours, or one- or two-day trainings
  - ii. Coaches may join in these trainings if needed to learn certain skills

#### **Hours for Classroom Coaching:**

<b>Provider Type</b>	<b>Star Rating</b>	<b>Monthly Coaching Hours</b>
ODJFS Center-based & Private ODE Schools	1- 3-Star	70 hours of classroom coaching per month, with each site receiving up to 12 hours. (One hour a month should be one-on-one with the teacher to debrief, ½ hour a month should be spent with administration)
Family Childcare	All Star Levels	Up to 6 hours of coaching each month, based on Needs
ODJFS Centers	4-5 stars	Coaching will be dependent on the workload of MCPP coaches

#### **Notes:**

- Public School based programs and Head Start Programs will not be assigned a coach from 4C for Children – their coaching will vary based on needs.
- Programs that are already 4- or 5-Star will be given the option to purchase 4C Coaching for \$50/hour using their Preschool Promise quality dollars.

#### **Section B2: Explanation of Leadership Coaching Role**

One full-time staff will be dedicated to working with Preschool Promise sites working to increase their Star Ratings. The Leadership Coach will provide the following:

- 1) **On-site Coaching:** Provide at least 70 hours a month of on-site coaching and email/phone assistance to Directors to help them increase and maintain Star Ratings (with the goal of all programs maintaining at least a 3-Star Rating by 2021). The number of hours by site will vary based on the unique needs of each program.
- 2) **Introductory Group Sessions:**
  - a. Schedule– At least two meetings at various times for all programs that have 1-3 Stars to introduce the Leadership Coach and services offered.
  - b. All programs will be invited to attend 4C group coaching sessions focused on higher ratings when offered.

## EXHIBIT A - Scope of Work

### 4C for Children – Preschool Promise 2019-20 School Year

Rev 06.24.19

- c. Materials - Printed materials will be given to all directors, including copies of required materials for programs to have in classrooms. Provide notebooks with the steps clearly delineated for the next Star Rating level and copies of state documents as needed for each program.
- 3) **Progress monitoring:** Identify barriers/issues with programs increasing Star Ratings and maintaining at least a 3-Star Rating and proactively work to ensure programs meet renewal deadlines and are prepared for the next Star Rating level. The Leadership Coach will use the Center Based Action Plan as the basis for Request for Funds. **The Leadership Coach will communicate with the Classroom Coach when funds are used.**

### SECTION C: Qualifications and Training for Classroom and Leadership Coaches

#### **Qualifications of Coaches:**

- 1) **Classroom Coaches:** In order to ensure the success of the coaching relationship, it is critical that the coaches 4C provides for the Preschool Promise work be representative of the population served in Dayton and Kettering (race, gender, background and experiences) and that they have experience working in the Preschool classroom, preferably in a Star Rated program in Ohio. Preference should be given to those with expertise in CLASS, Conscious Discipline and Creative Curriculum since these programs will be heavily emphasized in Preschool Promise classrooms. All Coaches must be trained to reliability in CLASS before serving as a Preschool Promise coach.
- 2) **Leadership Coach:** The Leadership Coach must have had extensive experience leading an Ohio ODJFS licensed program that was 3-Star or higher.

#### **Training Provided by Preschool Promise:**

Preschool Promise will provide enhanced training to prepare 4C's coaches for the 2019-20 school year, including:

- 1) Specific curricular training as needed
- 2) Others as needed
  - Training will occur at coaching collaborative when appropriate (Conscious Discipline, executive functioning, family engagement, etc.).
  - It is expected that all 4C Coaches will prioritize time and attend trainings provided by Preschool Promise when Preschool Promise and 4C agree that the trainings are critical to their work. Preschool Promise will attempt to give coaches a 2-4 week notice before trainings so coaches can plan their schedules accordingly.
  - Monthly coaching hours will be adjusted accordingly to account for extra training days.

### SECTION D: COMMUNICATION

Preschool Promise, Inc. will communicate with 4C staff and coaches about information that is pertinent to their role in Preschool Promise related to marketing, quality and operational activities (such as events for families, attendance campaign communication, etc.). Information is to be collected by the Coaching Manager and relayed to coaches after Core Team Meetings. This will allow the 4C coaches to support the providers with opportunities beyond direct classroom coaching. Preschool Promise will send updates on PLC, core workshops, and additional teacher/admin opportunities to coaches and will share with coaches the names of teachers who are participating in Preschool Promise sponsored training and PLCs.

*The 4C coaches will notify Preschool Promise Director of Quality upon the second occurrence if there are concerns with any site not meeting the 30-minute Administrator debrief, the 1-hour a month*

## EXHIBIT A - Scope of Work

### 4C for Children – Preschool Promise 2019-20 School Year

Rev 06.24.19

*debrief time with teachers, or failures to consistently schedule or maintain coaching appointments.*

#### **SECTION E: REPORTING**

##### **Assessment Data:**

A report showing assessment scores by site/classroom will be submitted to Preschool Promise including the teacher name and the name of the assessor for all assessments completed in the spring. This CLASS report should be submitted by July 15. The public schools' CLASS scores will be made available earlier as needed.

##### **Quarterly Report:**

4C will submit a quarterly report covering July-September (by October 31), October-December (by January 31), January-March (by April 30), April-June (by July 31) which includes the following information:

1. **Classroom Coaching:** A report summarizing the Classroom Coaching provided will include:
  - a. Number of Classroom Coaching hours by month for each community based Preschool Promise site, including family child care.
  - b. An indication of whether or not the required one-hour, one-on-one coaching debrief occurred for each provider as well as the 30 minute debrief with administrators.
  - c. Brief qualitative summary of the focus of coaching at each site. This will include curriculum implementation, DAP, and conscious discipline (social/emotional) update.
2. **Leadership Coaching:** A status report for community based Preschool Promise sites receiving Leadership coaching on Star Rating will include:
  - a. Brief qualitative summary of issues/barriers for programs to be able to increase their Star Rating, including an explanation for any changes in star rating.
  - b. Note overall frequency of coaching based on the needs of the program.
  - c. Current Star Rating
  - d. Deadline to renew/apply for increase in Star Rating.
3. **Star Rating for Non-Preschool Promise Sites:** A status report for childcare providers in Montgomery County who are not Preschool Promise sites will be provided each quarter indicating hours worked to support that site, issues/concerns, and status of the Star Rating.

##### **Optional Services:**

If Preschool Promise, Inc. requests additional services from 4C for Children in writing, 4C may include the services on the monthly invoice.

#### **SECTION F: BUDGET**

Please see the attached budget that shows the anticipated costs for providing the services, and the projected estimated monthly fee.

#### **SECTION G: INVOICING AND PAYMENT**

4C for Children will bill Preschool Promise, Inc. for actual services provided, by the 15<sup>th</sup> of the month for the previous month's work. If invoices do not meet the deadline of the 15<sup>th</sup> of the month payment may be delayed. The invoice should be submitted via email to:

Preschool Promise, Inc.  
Attn: Director of Operations

## **EXHIBIT A - Scope of Work**

### **4C for Children – Preschool Promise 2019-20 School Year**

Rev 06.24.19

4801 Springfield Street

Dayton, OH 45431

[ashley.marshall@preschoolpromise.org](mailto:ashley.marshall@preschoolpromise.org)

The appropriate Monthly/quarterly reports should be submitted with the invoice for payment to be issued.

4C for Children may bill Preschool Promise, Inc. monthly, not to exceed a total of \$625,000 over the life of the contract.

**EXHIBIT A - Scope of Work**  
**4C for Children – Preschool Promise 2019-20 School Year**

Rev 06.24.19

**SAMPLE NEEDS ASSESSMENT – to be used with Classroom Coach and Teachers**

<b>Teacher/Administrator Analysis</b>	<b>Notes</b>																												
Boy friendly classroom/checklist	Familiarity with the boy friendly checklist? Share boy friendly checklist. Does the teacher have the flexibility to change their own room? What is the process for getting additional materials or supplies when needed?																												
Developmentally Appropriate Practices	Where do you feel like you are with understanding DAP? Where is your staff with understanding and implementing DAP?																												
Daily Schedule/Routine	Are you implementing a consistent daily schedule? Is it written? Is it posted? Are there pictures on the schedule? Is it happening regularly? What are the barriers to implementing a consistent routine?																												
Executive functioning	Have you heard of it? Do you know that it is? What is your knowledge of executive functioning? Were any of their children assessed on it previously for PP?																												
Lesson Planning	Do you have written lesson plans? What is the frequency of them? Monthly/weekly? Are they posted? How do you plan your lessons? Do you get lesson planning time? Do they use children's goals to create lesson plans? Do they have children goals? How/when do admins give their staff time to plan?																												
ELDS/K12 Standards	Does every classroom have a copy of the ELDS? Where are they? Can they be easily accessed? Identified? Do the staff know where they are and what they are?																												
PD Plans	Do you currently have a professional development plan? What goals are you working on? Do all of the teachers have PD Plans? How are they involved in the process? Explain the coach role with supporting the teachers in meeting their goals.																												
Licensing Reports (Previous 12 months)	Do they know how to access them? What are the consistent Non Compliances? Are there patterns? Systems in place to educate and inform staff																												
Professional Development/OCCRRA	Star Rating? Desired Star rating? Rating dates? Program Summary through the OCCRRA registry																												
Curriculum	Do you have the curriculum? Which one? Who is trained in it? Training documentation? How do you use training materials? Mighty Minute Cards, Intentional Teaching cards?																												
Conscious Discipline	Are they familiar? Do they buy in or not? Are they open to new strategies? Current behavioral techniques being used? Are they working or not?																												
CLASS	Are they familiar? Have they been assessed on the tool or not? How do you feel your interactions are with your children?																												
Rank in order of where you feel you need additional support from 1-7.	<div style="display: flex; justify-content: space-around;"> <div style="width: 45%;"> <p style="text-align: center;"><b>Administrators</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px;"></td><td>Scheduling/Breaks</td></tr> <tr><td></td><td>Accounting/Finance</td></tr> <tr><td></td><td>Systems/Organization</td></tr> <tr><td></td><td>Licensing Compliance</td></tr> <tr><td></td><td>Onboarding/Orientation</td></tr> <tr><td></td><td>Staff handbook</td></tr> <tr><td></td><td>Parent handbook</td></tr> </table> </div> <div style="width: 45%;"> <p style="text-align: center;"><b>Teachers</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px;"></td><td>Lesson Planning</td></tr> <tr><td></td><td>Curriculum</td></tr> <tr><td></td><td>CLASS</td></tr> <tr><td></td><td>Conscious Discipline</td></tr> <tr><td></td><td>Executive Functioning</td></tr> <tr><td></td><td>DAP</td></tr> <tr><td></td><td>Classroom Environment</td></tr> </table> </div> </div>		Scheduling/Breaks		Accounting/Finance		Systems/Organization		Licensing Compliance		Onboarding/Orientation		Staff handbook		Parent handbook		Lesson Planning		Curriculum		CLASS		Conscious Discipline		Executive Functioning		DAP		Classroom Environment
	Scheduling/Breaks																												
	Accounting/Finance																												
	Systems/Organization																												
	Licensing Compliance																												
	Onboarding/Orientation																												
	Staff handbook																												
	Parent handbook																												
	Lesson Planning																												
	Curriculum																												
	CLASS																												
	Conscious Discipline																												
	Executive Functioning																												
	DAP																												
	Classroom Environment																												





## **FUNDING AGREEMENT FOR PRESCHOOL PROMISE – 2019-2020**

This Funding Agreement (the “Agreement”), is made and entered into on this 23rd day of May, 2019, by and between Preschool Promise, Inc. (“PPI”), an Ohio nonprofit corporation, and Mad River Local Schools, an Ohio public school district located in the City of Riverside, Ohio (“MRLS”).

### **WITNESSETH**

**WHEREAS**, PPI desires to increase the number of high-quality preschools, as well as the number of children who attend preschool by providing preschool services to families through the Preschool Promise program;

**WHEREAS**, PPI and MRLS desire to implement and administer the Preschool Promise program within MRLS for the 2019-2020 academic year (the “Program”); and

**WHEREAS**, PPI is qualified to implement and administer the Program.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

### **ARTICLE ONE: PERFORMANCE OF SERVICES**

Subject to the terms and conditions set forth in this Agreement, PPI agrees to implement and administer the Program for the benefit of residents of MRLS and to provide preschool services and activities as set forth in the defined Scope of Work, which is attached hereto as Exhibit A and made a part hereof by reference.

In order to implement the Program within its school district, MRLS agrees to, within the budget limitations described on the budget section of Exhibit A, open one new classroom and make any and all appropriate staffing additions and changes needed, and partner with Preschool Promise, Inc. as detailed in the Scope of Work (Exhibit A) (collectively, the “MRLS Deliverables and Commitments”).

### **ARTICLE TWO: TERM**

The effective date of this Agreement shall be from the date of execution by all parties and shall terminate on May 31, 2020.

### **ARTICLE THREE: PAYMENT AND INVOICING**

As set forth in the Scope of Work (Exhibit A), PPI agrees to provide up to \$90,000.00 to support the addition of one classroom provided, however, that any payment of the Funds by PPI to MRLS shall be subject to the approval of this Agreement, including the Scope of Work and the MRLS Deliverables and Commitments, by the MRLS Board of Education. If the MRLS Board of Education does not approve this Agreement, including the Scope of Work and the MRLS Deliverables and Commitments, then MRLS shall return and remit any and all of the Funds that

MRLS may have received from PPI, and the parties shall, in good faith, try to renegotiate this Agreement so that it is mutually agreeable to both parties.

MRLS shall invoice PPI once for \$10,000 to cover initial start-up costs. After the one-time \$10,000 payment MRLS will invoice PPI monthly for actual expenses incurred at Preschool Promise, Inc ATTN: Director of Operations, 4801 Springfield St., Dayton, Ohio 45431 according to the guidelines in the Scope of Work. Subject to PPI's approval of MRLS's invoices in whole or in part, Preschool Promise shall pay MRLS within 45 days after receipt of MRLS's invoices. Unless otherwise agreed to by PPI in writing, PPI shall not pay any invoiced cost or expense which (a) exceeds or is not otherwise provided for in this Agreement or the Scope of Work, or (b) exceeds the budget limitations described in this Article. PPI shall have the right, upon written request to MRLS, to written evidence of the costs and expenses incurred by MRLS to implement the MRLS Deliverables.

MRLS shall be liable for and shall immediately repay PPI any Funds that are improperly received in violation of this Agreement.

#### **ARTICLE FOUR: REPORTING, RECORDS, MONITORING; AUDIT**

MRLS, at its sole cost and expense, shall keep current and accurate account of its use of the Funds it receives from PPI. MRLS shall maintain and preserve, consistent with the records retention requirements of the Ohio Revised Code, all such records in its possession, custody, or control for a period of three (3) years after the conclusion or termination of this Agreement, and any extension(s) of this Agreement thereafter, and shall further maintain and preserve all such records in the possession of any third-party performing work related to this Agreement, unless otherwise directed by PPI.

PPI may from time to time, monitor the manner in which the terms of this Agreement are being carried out by MRLS and MRLS shall, upon written request of PPI, provide progress reports to the requesting party reflecting the progress of the MRLS Deliverables being provided in the form prescribed by PPI.

The foregoing records shall be subject to inspection, review and audit by PPI, its Board and/or representatives, with notice thereof to MRLS. Visits to MRLS facilities shall be permitted during MRLS regular operating hours.

MRLS, at its sole cost and expense, shall prepare and provide to PPI quarterly summaries of the MRLS Deliverables and MRLS's use of the Funds received from PPI. MRLS shall also submit a year-end report to PPI in addition to the quarterly summaries.

PPI reserves the right to audit, at its own expense, MRLS's use of the Funds provided by virtue of this Agreement. Should any fiscal audit exception be reported as a result of the independent audit, MRLS shall immediately take any and all actions necessary to rectify such exception. In the event MRLS fails to rectify the fiscal audit exception, MRLS shall pay PPI the amount of such fiscal audit exception.

## **ARTICLE FIVE: GOVERNING LAW**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced in and under the laws of the State of Ohio.

## **ARTICLE SIX: AMENDMENTS**

All amendments shall be in writing, approved by both parties as necessary, and executed by all relevant parties and their authorized representatives. All amendments and changes shall be dated and become part of the original agreement.

## **ARTICLE SEVEN: INTEGRATION, MODIFICATION AND SEVERABILITY**

This instrument embodies the entire agreement of these parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement as to the subject matter herein. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement, as provided in Article Six. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Article Four (except for MRLS's duty to provide quarterly summaries and a year-end report to PPI) and Article Nine of this Agreement shall survive any termination or expiration of this Agreement.

## **ARTICLE EIGHT: TERMINATION**

Any party may terminate this Agreement for any material violation of the terms of this Agreement which is uncured after thirty (30) days of notice to cure, or for any violation of any applicable provision of federal, state, or local law or regulation.

## **ARTICLE NINE: METHOD TO CURE**

It is the intent of the parties to resolve all disagreements concerning the implementation of this Agreement without resort to litigation. Upon written request of either PPI or MRLS, any dispute, controversy or claim between the parties arising out of or relating to this Agreement, including the performance of obligations by a party under this Agreement, will be discussed and the parties will work together in good faith to resolve the controversy or claim.

If any dispute, controversy or claim arising out of or relating to this Agreement cannot otherwise be resolved between the parties, 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 County,

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.

#### **ARTICLE TEN: INSURANCE**

MRLS shall have in effect while performing the Scope of Work (Exhibit A) commercial general liability insurance in the minimum amounts of \$1 million per occurrence and \$1 million annual aggregate. The required insurance will name PPI as an additional insured.

#### **ARTICLE ELEVEN: CONFLICT OF INTEREST**

MRLS represents and warrants that, to the best of its knowledge, there are no conflicts of interest that exist on the part of any official or employee of MRLS as it relates to the negotiation, execution, or implementation of this Agreement. PPI represents and warrants that, to the best of its knowledge, there are no conflicts of interest that exist on the part of any official or employee of PPI as it relates to the negotiation, execution, or implementation of this Agreement. It is understood that a conflict of interest occurs when an official or employee of MRLS or PPI will gain financially or receive personal favors as a result of signing or implementing this Agreement.

#### **ARTICLE TWELVE: RELATIONSHIP**

Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association, or joint venture between the parties.

#### **ARTICLE THIRTEEN: NOTICES**

Except as otherwise expressly provided herein, any notice required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows:

If to PPI, Preschool Promise, Inc. 4801 Springfield Street, Dayton, Ohio 45431.

If to the MRLS, Mad River Local Schools 801 Old Harshman Rd. Riverside, Ohio 45431.

#### **ARTICLE FOURTEEN: HEADINGS**

The headings in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

#### **ARTICLE FIFTEEN: AUTHORITY TO BIND PRINCIPAL**

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective parties to this Agreement.

#### **ARTICLE SIXTEEN: WAIVER**

Any forbearance or delays on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce the same in the future unless waived by the waiving party in writing.

## **ARTICLE SEVENTEEN: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## **ARTICLE EIGHTEEN: ASSIGNMENT**

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party. If assigned, this Agreement shall be binding upon any such authorized assigns.

## **ARTICLE NINETEEN: COMPLIANCE WITH LAWS**

Each party agrees to comply with all applicable federal, state, and local laws, rules, and regulations relating to this Agreement, the MRLS Deliverables, and the Program, including, but not limited to, the Family Educational and Rights Privacy Act and all pertinent laws, rules, and regulations promulgated thereunder.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the MRLS and PPI, each by a duly authorized representative, have executed this Agreement as of the day and date set forth below.

**WITNESS**

**PRESCHOOL PROMISE, INC.**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

**WITNESS**

**MAD RIVER LOCAL SCHOOLS**

Chad Wyen

By Chad Wyen

Title Superintendent

Date 5/23/2019

## **Conscious Discipline Coach and Trainer**

### **Susan Hampel**

This contract is made by and between Preschool Promise, Inc. and Susan Hampel (the "Consultant"), and effective as of July 1, 2019 the ("Effective Date").

This contract assures that Consultant will act, pursuant to the terms of this contract, in the position of Conscious Discipline Coach and Trainer and provide services as outlined in the Scope of Work (Exhibit A).

**I. Term.** The term of this contract runs July 1, 2019 through June 30, 2020. This contract may be terminated by either party in writing at any time and for any reason.

**II. Services.** Consultant agrees to provide Services to Preschool Promise, Inc. that are outlined in the attached Scope of Work (Exhibit A).

**III. Payment.** To perform the Services, Preschool Promise, Inc. agrees to pay Consultant \$5,516 monthly upon receiving an invoice. Preschool Promise will also pay the Consultant \$100/month for mileage and cell phone charges, for a total monthly charge to Preschool Promise of \$5616/month not to exceed \$67,400 for the term that this contract is in effect, unless otherwise agreed to in writing by the parties. The consultant will work a minimum of 200 (8) hour days during the term. The Consultant will create a calendar indicating which days will not be worked during the term. This calendar is due to the Preschool Promise Director of Quality by July 1, 2019 at [latoria.marcellus@preschoolpromise.org](mailto:latoria.marcellus@preschoolpromise.org).

**IV. Relationship of Parties.** Consultant shall be an independent contractor for Preschool Promise, Inc. and shall have no authority to make commitments or incur any obligations or liabilities relating to or on behalf of Preschool Promise, Inc. or any of its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns. No provision of this contract shall be construed to place the parties in the relationship of employer-employee, partners, joint venturers, or otherwise. The Consultant agrees and acknowledges that the Consultant 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 the Consultant.

**V. Compliance with Laws.**

- a) Consultant agrees to comply with all federal, state, or local laws, rules, regulations regarding the Services provided under this contract, including, as applicable, the Family Educational and Rights Privacy Act ("FERPA") and all pertinent laws, rules, and regulations promulgated thereunder.

- b) Each party 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.
- c) 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).
- d) 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.

**VI. Indemnity.** Consultant agrees to defend, indemnify, and hold harmless Preschool Promise, Inc. and its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns 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 either (i) the performance of the Services by Consultant, or (ii) any breach of this contract by Consultant or any of Consultant's agents, employees or contractors.

**VII. Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

**VIII. Entire Agreement.** This contract 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 contract supersedes any prior written or oral agreements between the parties.

**IX. Amendment.** This contract may be modified or amended in a writing signed by both parties.

**X. Severability.** If any provision of this contract is 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 contract 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.

**XI. Waiver.** The failure of either party to enforce any provision of this contract 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 contract.

**XII. Alternative Dispute Resolution.** For any dispute, controversy or claim arising out of or relating to this MOU, 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.

**XIII. Notice.** Any notice required or permitted to be sent under this contract shall be delivered by hand, by confirmed facsimile, telex, electronic mail, by overnight courier or mailed by registered or certified mail.

**XIV. Disclosure.** Consultant agrees and acknowledges that it may be required to furnish, to the extent permitted by law, certain information relating to this contract and Consultant's status as a contractor of Preschool Promise, Inc., including but not limited to an accounting of money received by Consultant under this contract, to certain governmental bodies or agencies in connection with any audits or investigations into Preschool Promise, Inc. by such governmental bodies or agencies. The information to be furnished by Consultant under this section is only intended to include books, records, and accounts of Consultant as it relates to this contract and is not intended to include the general disclosure of Consultant's business books, records, or accounts not otherwise related to this contract.

**XV. Assignment.** Consultant's obligations under this contract are personal to Consultant and may not be assigned or transferred to any other individual, entity, or other third party, unless Consultant receives prior written consent from Preschool Promise, Inc. Preschool Promise, Inc. may assign this contract at any time.

**XVI. Survival.** Sections VI, and XIII shall survive any termination of this contract.

**IN WITNESS WHEREOF**, the parties have executed this contract  
on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**Consultant**

**Preschool Promise, Inc.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**Conscious Discipline Coach and Trainer – Susan Hampel**  
**Exhibit A**

**I. Introduction**

Susan Hampel will provide Conscious Discipline training, coaching and classroom supports for Preschool Promise classrooms in Montgomery County. The scope of work will include:

**II. Scope of Work**

**1. Coaching and Support**

- a. Establish a system for scheduling, coaching and technical support for the implementation of Conscious Discipline in preschools that are part of Preschool Promise's PLCs
  - A total of 20 classrooms per PLC cohort (not including Trotwood)
  - Coaching months for the 1<sup>st</sup> cohort August, October, December
  - Coaching months for the 2<sup>nd</sup> cohort January, March, April
  - Coaching for Trotwood will take place throughout the Preschool Promise Year (approximately twice per month for each classroom)
- b. Ensuring that CDAT coaches have additional supports when needed and coordinate meetings with Amy Speidel.
- c. Assist in the creation of materials and hands-on learning tools for the implementation of Conscious Discipline in Preschool Promise classrooms.
- d. Use Conscious Discipline rubric assessment for classrooms participating in regular coaching visits and PLCs.
- e. Meet with coaching staff to ensure implementation across Preschool Promise sites.

**2. Train Preschool Promise Coaches**

- a. Receive question/concerns and problem-solve with coaches, teachers, program administrators and Preschool Promise Mental Health Consultant.
- b. Provide training and support to Preschool Promise coaches when necessary.

**3. Training and Professional Development**

- a. Set up site-based training for Preschool Promise programs as available
  - a. Parenting classes
  - b. CD overviews
- b. Plan, prepare for, and co-facilitate (2) "Social and Emotional Well-Being and Conscious Discipline" Professional Learning Communities.
- c. Plan, prepare for, and facilitate Conscious Discipline workshops
  - a. Babydoll Circle Time

- b. Words Have Power
- c. Managing Emotional Mayhem
- d. Easy to Love, Difficult to Discipline (providing support for the parent leaders as needed)
- d. Providing support for Preschool Promise's weekend CD1 and MVCD's weeklong CD1

#### **4. Purchasing Materials**

- a. \$1,200 is available to the contractor to purchase materials that will enhance and supplement training and coaching
- b. Contractor (Susan Hampel) is responsible for keeping track of funds and the remaining balance when funds are spent.
- c. If the contractor spends more than \$1,200 Preschool Promise may ask for re-payment of any funds spent that exceeded the \$1,200 limit.

#### **5. Preschool Promise Meetings**

- a. Attend once/month coaching collaborative meetings
  - a. Sharing with coaches any sites that are being coached
  - b. Receiving request for support from coaches
- b. Attend Leaders' Table meetings
  - a. Welcoming attendees
  - b. Wish Wells and Celebrations
  - c. Tips for administrators to use with staff
- c. Attend Preschool Promise events
- d. Attend once/month coaching meetings with 4C for Children and Preschool Promise Director of Quality
  - a. Greeting
  - b. Brain Start Smart

#### **Deliverables:**

- 1) A report of progress in identified Preschool Promise classrooms that are using Conscious Discipline effectively due to by November 1, 2019 and May 1, 2020. This report will qualitatively analyze the growth and progress of these identified programs using the Conscious Discipline assessment rubric. This report will be turned in to the Preschool Promise Director of Quality.
  - a. Trotwood
  - b. Identified classrooms from the Creating the School Family PLC
  - c. Provide a listing of the classrooms who are implementing CD
- 2) Conscious Discipline Rubrics
  - a. Complete approximately 30-40 rubrics to be turned into the Director of Quality and Dr. Richard Stock

### **III. Cost of Effort**

The Conscious Discipline Support cost is \$67,400.

#### **IV. Payment Schedule**

The Conscious Discipline Support cost is for work billed from July 1, 2019 through June 30, 2020. The consultant will bill Preschool Promise \$5,616 monthly. Invoices are due by the 5<sup>th</sup> of the following month to the Director of Operations at [Ashley.marshall@preschoolpromise.org](mailto:Ashley.marshall@preschoolpromise.org) and the Director of Quality at [latoria.marcellus@preschoolpromise.org](mailto:latoria.marcellus@preschoolpromise.org).



## **Conscious Discipline and Curriculum Coach**

### **Anita Craighead**

This contract is made by and between Preschool Promise, Inc. and Anita Craighead (the "Consultant"), and effective as of July 1, 2019 the ("Effective Date").

This contract assures that Consultant will act, pursuant to the terms of this contract, in the position of Conscious Discipline and Curriculum Coach and provide services as outlined in the Scope of Work (Exhibit A).

**I. Term.** The term of this contract runs July 1, 2019 through June 30, 2020. This contract may be terminated by either party in writing at any time and for any reason.

**II. Services.** Consultant agrees to provide Services to Preschool Promise, Inc. that are outlined in the attached Scope of Work (Exhibit A).

**III. Payment.** To perform the Services, Preschool Promise, Inc. agrees to pay Consultant \$5,667 monthly upon receiving an invoice. Preschool Promise will also pay the Consultant \$100/month for mileage and cell phone charges, for a total monthly charge to Preschool Promise of \$5,767 not to exceed \$69,205 for the term that this contract is in effect, unless otherwise agreed to in writing by the parties. The consultant will work a minimum of 200 (8) hour days during the term. The Consultant will create a calendar indicating which days will not be worked during the term. This calendar is due to the Preschool Promise Director of Quality by July 1, 2019 at [latoria.marcellus@preschoolpromise.org](mailto:latoria.marcellus@preschoolpromise.org).

**IV. Relationship of Parties.** Consultant shall be an independent contractor for Preschool Promise, Inc. and shall have no authority to make commitments or incur any obligations or liabilities relating to or on behalf of Preschool Promise, Inc. or any of its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns. No provision of this contract shall be construed to place the parties in the relationship of employer-employee, partners, joint venturers, or otherwise. The Consultant agrees and acknowledges that the Consultant 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 the Consultant.

**V. Compliance with Laws.**

- a) Consultant agrees to comply with all federal, state, or local laws, rules, regulations regarding the Services provided under this contract, including, as applicable, the Family Educational and Rights Privacy Act ("FERPA") and all pertinent laws, rules, and regulations promulgated thereunder.

- b) Each party 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.
- c) 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).
- d) 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.

**VI. Indemnity.** Consultant agrees to defend, indemnify, and hold harmless Preschool Promise, Inc. and its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns 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 either (i) the performance of the Services by Consultant, or (ii) any breach of this contract by Consultant or any of Consultant's agents, employees or contractors.

**VII. Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

**VIII. Entire Agreement.** This contract 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 contract supersedes any prior written or oral agreements between the parties.

**IX. Amendment.** This contract may be modified or amended in writing when signed by both parties.

**X. Severability.** If any provision of this contract is 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 contract 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.

**XI. Waiver.** The failure of either party to enforce any provision of this contract 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 contract.

**XII. Alternative Dispute Resolution.** For any dispute, controversy or claim arising out of or relating to this contract, 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.

**XIII. Notice.** Any notice required or permitted to be sent under this contract shall be delivered by hand, by confirmed facsimile, telex, electronic mail, by overnight courier or mailed by registered or certified mail.

**XIV. Disclosure.** Consultant agrees and acknowledges that it may be required to furnish, to the extent permitted by law, certain information relating to this contract and Consultant's status as a contractor of Preschool Promise, Inc., including but not limited to an accounting of money received by Consultant under this contract, to certain governmental bodies or agencies in connection with any audits or investigations into Preschool Promise, Inc. by such governmental bodies or agencies. The information to be furnished by Consultant under this section is only intended to include books, records, and accounts of Consultant as it relates to this contract, and is not intended to include the general disclosure of Consultant's business books, records, or accounts not otherwise related to this contract.

**XV. Assignment.** Consultant's obligations under this contract are personal to Consultant and may not be assigned or transferred to any other individual, entity, or other third party, unless Consultant receives prior written consent from Preschool Promise, Inc. Preschool Promise, Inc. may assign this contract at any time.

**XVI. Survival.** Sections VI and XIII shall survive any termination of this contract.

**IN WITNESS WHEREOF**, the parties have executed this contract on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**Consultant**

**Preschool Promise, Inc.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

## **Conscious Discipline and Curriculum Coach for Preschool Promise – Anita Craighead**

### **Exhibit A**

#### **I. Introduction**

Anita Craighead will provide Conscious Discipline and curriculum coaching and classroom supports for Preschool Promise classrooms in Montgomery County. The scope of work will include:

#### **II. Scope of Work**

##### **1. Coaching and Support**

- a. Establish a system for scheduling coaching and technical support for the implementation of Conscious Discipline and curriculum in preschools that are part of Preschool Promise
- b. Participate in activities and coach for Preschool Promise's CDAT (Conscious Discipline Action Team)
- c. Assist in the creation of materials and hands-on learning tools for the implementation of Conscious Discipline and curriculum in Preschool Promise classrooms
- d. Use Conscious Discipline rubric assessment for classrooms participating in regular coaching visits and PLCs
- e. Meet with coaching staff to ensure implementation across Preschool Promise sites

##### **2. Train Preschool Promise Coaches**

- a. Receive question/concerns and problem-solve with coaches, teachers, program administrators and Preschool Promise Mental Health Consultants.
- b. Provide training and support to Preschool Promise coaches when necessary.

##### **3. Training and Professional Development**

- a. Set up site-based training for Preschool Promise programs as available
  - a. Parenting classes
  - b. CD overviews
  - c. Curriculum overviews
- b. Plan, prepare for, and facilitate (1) "Introduction to Conscious Discipline" Professional Learning Community

##### **4. Preschool Promise Meetings**

- a. Attend once/month coaching collaborative meetings
  - a. Sharing with coaches any sites that are being coached
  - b. Receiving request for support from 4C coaches
  - c. Participating in professional development hosted by Preschool Promise

- b. Attend Leaders' Table meetings
  - a. Welcoming attendees
  - b. Provide tips for administrators to use with staff
- c. Attend Preschool Promise events
- d. Attend once/month coaching meetings with 4C for Children and Preschool Promise Director of Quality
- e. Collaborate and meet with Preschool Promise's Director of Quality concerning upcoming projects and programming

**Deliverables:**

- 1) Report of progress in identified Preschool Promise classrooms that are using Conscious Discipline effectively in November 2019 and May 2020. This report will qualitatively analyze the growth and progress of these identified programs using the Conscious Discipline assessment rubric. This report will be turned in to the Preschool Promise Director of Quality.
  - a. PLC participants
  - b. Identified Preschool Promise classrooms will be evaluated
  - c. Assist Susan Hampel and Joni Spencer in the completion of approximately 30-40 rubrics to be turned into the Director of Quality and Dr. Richard Stock in the Spring and Fall.

**III. Cost of Effort**

The Conscious Discipline and Curriculum Coach cost is \$69,205.

**IV. Invoicing**

The Conscious Discipline and Curriculum Coach cost is for work billed from July 1, 2019 through June 30, 2020. The Consultant will invoice Preschool Promise by the 16<sup>th</sup> and 30<sup>th</sup> of each month for \$2,883.50. Invoices will be sent to the Preschool Promise Director of Operations at [Ashley.marshall@preschoolpromise.org](mailto:Ashley.marshall@preschoolpromise.org) and a copy sent to Latoria Marcellus at [latoria.marcellus@preschoolpromise.org](mailto:latoria.marcellus@preschoolpromise.org). Invoices will include the date worked, number of hours worked, sites and teachers coached, and the type of activities completed during the billing period.

## **CLASS Specialist Kennedy Lynch**

This contract is made by and between Preschool Promise, Inc. and Kennedy Lynch (the "Consultant"), and effective as of August 1, 2019 the ("Effective Date").

This contract assures that Consultant will act, pursuant to the terms of this contract, in the position of CLASS Specialist and provide services as outlined in the Scope of Work (Exhibit A).

**I. Term.** The term of this contract runs August 1, 2019 through July 31, 2020. This contract may be terminated by either party in writing at any time and for any reason.

**II. Services.** Consultant agrees to provide Services to Preschool Promise, Inc. that are outlined in the attached Scope of Work (Exhibit A).

**III. Payment.** To perform the Services, Preschool Promise, Inc. agrees to pay Consultant \$50/hour for planning and preparation time, and facilitation of sessions and training; not to exceed \$25,000 for the term that this contract is in effect, unless otherwise agreed to in writing by the parties.

**IV. Relationship of Parties.** Consultant shall be an independent contractor for Preschool Promise, Inc. and shall have no authority to make commitments or incur any obligations or liabilities relating to or on behalf of Preschool Promise, Inc. or any of its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns. No provision of this contract shall be construed to place the parties in the relationship of employer-employee, partners, joint venturers, or otherwise. The Consultant agrees and acknowledges that the Consultant 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 the Consultant.

**V. Compliance with Laws.**

- a) Consultant agrees to comply with all federal, state, or local laws, rules, regulations regarding the Services provided under this contract, including, as applicable, the Family Educational and Rights Privacy Act ("FERPA") and all pertinent laws, rules, and regulations promulgated thereunder.
- b) Each party 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.

- c) 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).
- d) 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.

**VI. Indemnity.** Consultant agrees to defend, indemnify, and hold harmless Preschool Promise, Inc. and its officers, officials, contractors, directors, trustees, employees, agents, affiliates, representatives, successors, and assigns 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 either (i) the performance of the Services by Consultant, or (ii) any breach of this contract by Consultant or any of Consultant's agents, employees or contractors.

**VII. Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

**VIII. Entire Agreement.** This contract 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 contract supersedes any prior written or oral agreements between the parties.

**IX. Amendment.** This contract may be modified or amended in a writing signed by both parties.

**X. Severability.** If any provision of this contract is 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 contract 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.

**XI. Waiver.** The failure of either party to enforce any provision of this contract 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 contract.

**XII. Alternative Dispute Resolution.** For any dispute, controversy or claim arising out of or relating to this MOU, 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.

**XIII. Notice.** Any notice required or permitted to be sent under this contract shall be delivered by hand, by confirmed facsimile, telex, electronic mail, by overnight courier or mailed by registered or certified mail.

**XIV. Disclosure.** Consultant agrees and acknowledges that it may be required to furnish, to the extent permitted by law, certain information relating to this contract and Consultant's status as a contractor of Preschool Promise, Inc., including but not limited to an accounting of money received by Consultant under this contract, to certain governmental bodies or agencies in connection with any audits or investigations into Preschool Promise, Inc. by such governmental bodies or agencies. The information to be furnished by Consultant under this section is only intended to include books, records, and accounts of Consultant as it relates to this contract and is not intended to include the general disclosure of Consultant's business books, records, or accounts not otherwise related to this contract.

**XV. Assignment.** Consultant's obligations under this contract are personal to Consultant and may not be assigned or transferred to any other individual, entity, or other third party, unless Consultant receives prior written consent from Preschool Promise, Inc. Preschool Promise, Inc. may assign this contract at any time.

**XVI. Survival.** Sections VI and XIII shall survive any termination of this contract.

**IN WITNESS WHEREOF**, the parties have executed this contract  
on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**Consultant**

**Preschool Promise, Inc.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**CLASS Specialist – Kennedy Lynch**  
**Exhibit A**

**I. Introduction**

Kennedy Lynch will provide CLASS training, coaching and classroom support for Preschool Promise classrooms in Montgomery County. The scope of work will include:

**II. Scope of Work**

**1. Coaching and Support**

- a. Plan and implement “Ohio Approved” (as determined by the Ohio Child Care Resource and Referral Association) professional learning opportunities for the Identified Professionals focusing on the CLASS tool and Conscious Discipline.
- b. Informally observe each Identified Professional twice during the duration of the school year and provide feedback for such Identified Professional using the CLASS framework and identified goals.
- c. CLASS Observation and Feedback Sessions- Upon request, Preschool Promise teachers will receive an observation and feedback session.
- d. Provide training to Preschool Promise providers on CLASS framework and topics related to CLASS when necessary or requested from providers.
- e. Create and use coaching log to track hours of coaching, professional development, and feedback sessions with each Identified Personnel.

**2. Preschool Promise Meetings**

- a. Participate in monthly 1.5 hour Preschool Promise coaching collaborative meetings.

**III. Cost of Effort**

The CLASS Specialist payment will not exceed \$25,000.

**IV. Payment Schedule**

The CLASS Specialist cost is for work billed from August 1, 2019 through July 31, 2020. The consultant will bill Preschool Promise for actual time performing duties outlined above at \$50/hour. Invoices are due by the 16<sup>th</sup> and the 30<sup>th</sup> of the month to the Director of Operations at [Ashley.marshall@preschoolpromise.org](mailto:Ashley.marshall@preschoolpromise.org) and the Director of Quality at [latoria.marcellus@preschoolpromise.org](mailto:latoria.marcellus@preschoolpromise.org). The invoice will include number of hours worked, sites visited, and type of work completed (training, PLC, or coaching).



## CONTRACTUAL SERVICE AGREEMENT

**NAME:** Preschool Promise, Inc.  
4801 Springfield Street, Dayton, OH 45431  
Attn: Robyn Lightcap

THIS CONTRACTUAL SERVICE AGREEMENT (the "Agreement") is effective \_\_\_\_\_ by and between Preschool Promise, Inc. ("Preschool Promise") and Samaritan Behavioral Health, Inc. ("SBHI") for the following services for the compensation stated and the period indicated.

The parties agree as follows:

**SERVICES:** SBHI will provide mental health consulting services around issues associated with observing and commenting on preschool program social/emotional development and behavioral concerns (the "Services") to preschool providers, staff, coaches, and students participating in the then-current Preschool Promise program, pursuant to the terms and conditions of this Agreement.

**RESPONSIBILITY OF  
SAMARITAN  
BEHAVIORAL  
HEALTH, INC.**

**SBHI will:**

- Provide up to twenty (20) hours per week of on-site and over the phone Services, including any necessary paperwork and travel time, at sites involved with the Preschool Promise program. If Preschool Promise requires more hours for a given week, a written request must be submitted to SBHI. Such written request will serve as approval by Preschool Promise to exceed twenty (20) hours for that given week.
- Provide the Services by a licensed therapist and qualified mental health therapist/consultant;
- Utilize best practice mental health consultation methods that focus on the Georgetown model and strengths-based social-emotional models;
- Provide consultation regarding specific programs or classrooms upon the request of the parties involved or by request of any party involved in the Preschool Promise program. Response to such requests may include observation of the classroom and program involved, meeting with individual classroom staff, administrators, parents or Preschool Promise staff;
- Provide consultation regarding individual students upon any request from a party involved with the child, including parents. Receipts of written permission from the parent or guardian must be received before such an individual child consultation may begin. Individual consultations may include direct observation of the child, as well as consultation with the appropriate Preschool Promise staff, family members and/or other service providers;
- Provide training on topics related to social/emotional functioning as requested by appropriate Preschool Promise staff in writing and upon approval by the Director of Preschool Promise;

- Provide the Services on days and during hours mutually agreed upon with the party requesting consultation; and
- Document all consultations and observations within one week. This documentation will be shared with all appropriate parties pursuant to a consent form.

**RESPONSIBILITY OF  
PROGRAM  
PRESCHOOL PROMISE  
PROGRAM:**

**PRESCHOOL PROMISE will:**

- Provide information and support to coordinate consultation services through the Director of Preschool Promise;
- Work with Preschool Promise providers to allow drop-in access to classrooms, as appropriate and necessary to perform the Services;
- Provide a list of specific preschool providers to be serviced by SBHI, with such list to be amended by Preschool Promise from time to time to reflect changes in Preschool Promise providers
- Provide contact information (email, fax number, phone number, etc.) to the consultant for any third-parties deemed appropriate to receive behavioral health consultation documentation about specific children, pursuant to written approval from the parents or guardians of such children.

**TIME PERIOD:**

This Agreement is effective July 1, 2019, through June 30, 2020, unless otherwise terminated earlier pursuant to this Agreement (the "Initial Term"). After the Initial Term, the Agreement will then automatically renew for successive one (1) year terms (each a "Successive Term").

**COMPENSATION:**

The Services will be provided at the rate of \$49.00/ hour. This rate includes expenses incurred from mileage for travel to consultation sites, and no additional expenses for mileage and/or travel will be charged to Preschool Promise. Services to be billed include face to face consultation, phone consultation, email consultation, report writing, data collection and compilation requested by Preschool Promise, and travel time to consultation sites. SBHI will provide an invoice of Services rendered and payment due to Preschool Promise for the prior month's services by the 10th business day of the following month for payment, and provide any additional documentation regarding such rendered Services as reasonably requested by Preschool Promise. Payment will be made within 30 days of receipt of invoice from SBHI.

Notwithstanding the foregoing, under no circumstances shall the total amount paid by Preschool Promise to SBHI exceed \$30,000 during the Initial Term or any given Successive Term.

**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 SBHI any and all unpaid amounts, due and owing, under this Agreement or under any outstanding invoice.

**INSURANCE:**

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

**INDEMNIFICATION:**

SBHI 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 SBHI or any of its agents, employees or contractors, or (ii) a breach of this Agreement by SBHI or any of its agents, employees or contractors.

**COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT:**

SBHI 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. SBHI 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.

**INTELLECTUAL PROPERTY:**

SBHI represents and warrants that the Services, trainings, 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 trainings, and any related materials, violate the intellectual property rights of a third party, SBHI 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.

**LICENSING; CREDENTIALING:** As it relates to the performance of Services provided hereunder, SBHI, as of the date of and during this Agreement, hereby represents and warrants that each therapist or consultant providing Services hereunder has and maintains in good standing any and all credentials and/or licenses required to perform the Services according to all applicable federal, state or local laws or governing bodies. SBHI shall immediately inform Preschool Promise in writing of the occurrence of any revocation, termination, or suspension of the credentials and/or licenses of any therapist or consultant who has provided, or is providing, Services hereunder, and any potential or threatened disciplinary actions or proceedings related thereto.

**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 SBHI under this Agreement shall survive any termination or expiration of this Agreement and shall remain in effect indefinitely.

Each party has executed this Contractual Service Agreement as of the date set forth below.

\_\_\_\_\_  
Preschool Promise, Inc., Director

\_\_\_\_\_  
Date

Beth Esposito  
Beth Esposito, CEO of Samaritan Behavioral Health, Inc.

05-09-19  
Date

## **FUNDING AGREEMENT FOR PRESCHOOL PROMISE – 2019-2020**

This Funding Agreement (the “Agreement”), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Preschool Promise, Inc. (“PPI”), an Ohio nonprofit corporation, and Dayton Public Schools, an Ohio public school district located in the City of Dayton, Ohio (“DPS”).

### **WITNESSETH**

**WHEREAS**, PPI desires to increase the number of high-quality preschools, as well as the number of children who attend preschool by providing preschool services to families through the Preschool Promise program;

**WHEREAS**, PPI and DPS desire to implement and administer the Preschool Promise program within DPS for the 2019-2020 academic year (the “Program”); and

**WHEREAS**, PPI is qualified to implement and administer the Program.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

### **ARTICLE ONE: PERFORMANCE OF SERVICES**

Subject to the terms and conditions set forth in this Agreement, PPI agrees to implement and administer the Program for the benefit of residents of DPS and to provide preschool services and activities as set forth in the defined Scope of Work, which is attached hereto as Exhibit A and made a part hereof by reference.

In order to implement the Program within its school district, DPS agrees to, within the budget limitations described on the budget section of Exhibit A, open one new classroom in East Dayton and keep open the 1.5 units funded in the 2018-2019 school year and make any and all appropriate staffing additions and changes needed, and partner with Preschool Promise, Inc. as detailed in the Scope of Work (Exhibit A) (collectively, the “DPS Deliverables and Commitments”).

### **ARTICLE TWO: TERM**

The effective date of this Agreement shall be from the date of execution by all parties and shall terminate on June 30, 2020.

### **ARTICLE THREE: PAYMENT AND INVOICING**

As set forth in the Scope of Work (Exhibit A), PPI agrees to provide up to \$365,000.00 to support the addition of one classroom and 1.5 units already funded in the 2018-2019 school year; provided, however, that any payment of the Funds by PPI to DPS shall be subject to the approval of this Agreement, including the Scope of Work and the DPS Deliverables and Commitments, by the DPS Board of Education. If the DPS Board of Education does not approve this Agreement,

including the Scope of Work and the DPS Deliverables and Commitments, then DPS shall return and remit any and all of the Funds that DPS may have received from PPI, and the parties shall, in good faith, try to renegotiate this Agreement so that it is mutually agreeable to both parties.

DPS shall invoice PPI monthly for actual expenses incurred at Preschool Promise, Inc ATTN: Director of Operations, 4801 Springfield St., Dayton, Ohio 45431 according to the guidelines in the Scope of Work. Subject to PPI's approval of DPS's invoices in whole or in part, Preschool Promise shall pay DPS within 45 days after receipt of DPS's invoices. Unless otherwise agreed to by PPI in writing, PPI shall not pay any invoiced cost or expense which (a) exceeds or is not otherwise provided for in this Agreement or the Scope of Work, or (b) exceeds the budget limitations described in this Article. PPI shall have the right, upon written request to DPS, to written evidence of the costs and expenses incurred by DPS to implement the DPS Deliverables.

DPS shall be liable for and shall immediately repay PPI any Funds that are improperly received in violation of this Agreement.

#### **ARTICLE FOUR: REPORTING, RECORDS, MONITORING; AUDIT**

DPS, at its sole cost and expense, shall keep current and accurate account of its use of the Funds it receives from PPI. DPS shall maintain and preserve, consistent with the records retention requirements of the Ohio Revised Code, all such records in its possession, custody, or control for a period of three (3) years after the conclusion or termination of this Agreement, and any extension(s) of this Agreement thereafter, and shall further maintain and preserve all such records in the possession of any third-party performing work related to this Agreement, unless otherwise directed by PPI.

PPI may from time to time, monitor the manner in which the terms of this Agreement are being carried out by DPS and DPS shall, upon written request of PPI, provide progress reports to the requesting party reflecting the progress of the DPS Deliverables being provided in the form prescribed by PPI.

The foregoing records shall be subject to inspection, review and audit by PPI, its Board and/or representatives, with notice thereof to DPS. Visits to DPS facilities shall be permitted during DPS regular operating hours.

DPS, at its sole cost and expense, shall prepare and provide to PPI quarterly summaries of the DPS Deliverables and DPS's use of the Funds received from PPI. DPS shall also submit a year-end report to PPI in addition to the quarterly summaries.

PPI reserves the right to audit, at its own expense, DPS's use of the Funds provided by virtue of this Agreement. Should any fiscal audit exception be reported as a result of the independent audit, DPS shall immediately take any and all actions necessary to rectify such exception. In the event DPS fails to rectify the fiscal audit exception, DPS shall pay PPI the amount of such fiscal audit exception.

#### **ARTICLE FIVE: GOVERNING LAW**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced in and under the laws of the State of Ohio.

#### **ARTICLE SIX: AMENDMENTS**

All amendments shall be in writing, approved by both parties as necessary, and executed by all relevant parties and their authorized representatives. All amendments and changes shall be dated and become part of the original agreement.

#### **ARTICLE SEVEN: INTEGRATION, MODIFICATION AND SEVERABILITY**

This instrument embodies the entire agreement of these parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement as to the subject matter herein. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement, as provided in Article Six. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Article Four (except for DPS's duty to provide quarterly summaries and a year-end report to PPI) and Article Nine of this Agreement shall survive any termination or expiration of this Agreement.

#### **ARTICLE EIGHT: TERMINATION**

Any party may terminate this Agreement for any material violation of the terms of this Agreement which is uncured after thirty (30) days of notice to cure, or for any violation of any applicable provision of federal, state, or local law or regulation.

#### **ARTICLE NINE: METHOD TO CURE**

It is the intent of the parties to resolve all disagreements concerning the implementation of this Agreement without resort to litigation. Upon written request of either PPI or DPS, any dispute, controversy or claim between the parties arising out of or relating to this Agreement, including the performance of obligations by a party under this Agreement, will be discussed and the parties will work together in good faith to resolve the controversy or claim.

If any dispute, controversy or claim arising out of or relating to this Agreement cannot otherwise be resolved between the parties, 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 County, 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.

#### **ARTICLE TEN: INSURANCE**

DPS shall have in effect while performing the Scope of Work (Exhibit A) commercial general liability insurance in the minimum amounts of \$1 million per occurrence and \$1 million annual aggregate. The required insurance will name PPI as an additional insured.

#### **ARTICLE ELEVEN: CONFLICT OF INTEREST**

DPS represents and warrants that, to the best of its knowledge, there are no conflicts of interest that exist on the part of any official or employee of DPS as it relates to the negotiation, execution, or implementation of this Agreement. PPI represents and warrants that, to the best of its knowledge, there are no conflicts of interest that exist on the part of any official or employee of PPI as it relates to the negotiation, execution, or implementation of this Agreement. It is understood that a conflict of interest occurs when an official or employee of DPS or PPI will gain financially or receive personal favors as a result of signing or implementing this Agreement.

#### **ARTICLE TWELVE: RELATIONSHIP**

Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association, or joint venture between the parties.

#### **ARTICLE THIRTEEN: NOTICES**

Except as otherwise expressly provided herein, any notice required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows:

If to PPI, Preschool Promise, Inc. 4801 Springfield Street, Dayton, Ohio 45431.

If to the DPS, Dayton Public Schools 115 S. Ludlow St. Dayton, Ohio 45402

#### **ARTICLE FOURTEEN: HEADINGS**

The headings in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

#### **ARTICLE FIFTEEN: AUTHORITY TO BIND PRINCIPAL**

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective parties to this Agreement.

#### **ARTICLE SIXTEEN: WAIVER**

Any forbearance or delays on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce the same in the future unless waived by the waiving party in writing.

#### **ARTICLE SEVENTEEN: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### **ARTICLE EIGHTEEN: ASSIGNMENT**

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party. If assigned, this Agreement shall be binding upon any such authorized assigns.

#### **ARTICLE NINETEEN: COMPLIANCE WITH LAWS**

Each party agrees to comply with all applicable federal, state, and local laws, rules, and regulations relating to this Agreement, the DPS Deliverables, and the Program, including, but not limited to, the Family Educational and Rights Privacy Act and all pertinent laws, rules, and regulations promulgated thereunder.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the DPS and PPI, each by a duly authorized representative, have executed this Agreement as of the day and date set forth below.

**WITNESS**

**PRESCHOOL PROMISE, INC.**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

**WITNESS**

**DAYTON PUBLIC SCHOOLS**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
DPS Attorney

Date: \_\_\_\_\_

## EXHIBIT A - Scope of Work

### Dayton Public Schools and Preschool Promise, Inc. Partnership

#### Background

Preschool Promise, Inc. (hereinafter referred to as Preschool Promise) is committed to partnering with Dayton Public Schools (DPS) to support the youngest learners in the City of Dayton. The broad community vision for Preschool Promise is to see that all children begin kindergarten fully ready, and to support that vision, Preschool Promise is working to make sure all children have access to at least one year of high-quality Preschool. Preschool Promise is collecting and analyzing data to inform quality improvement practices across all Preschool provider types in Dayton. Given that approximately 60% of incoming kindergartners in Dayton Public Schools come from outside of the Dayton Public Schools' Preschools, we know that improving quality and outcomes across all provider types is imperative.

As of January 2017, *Preschool Promise, Inc.* has been established as the nonprofit to oversee the ongoing implementation of the program in Montgomery County, Ohio. Preschool Promise is implementing three key pillars to ensure successful implementation: 1) Educating the community about the power of Preschool; 2) Expanding the availability of high-quality Preschool programs; and 3) Assisting families in finding and paying for Preschool. An important focus of this initiative is to collect data about children, families, teachers, and classrooms to better understand what aspects of high-quality Preschool most tightly correlate with improved outcomes for children. The goal is to improve the readiness outcomes for children so that as children are fully prepared for success from kindergarten through college and career.

#### Overview of 2019-2020 Dayton Public Schools Commitment

DPS would like to expand its Preschool services **by opening 1 additional classroom that would only serve 4- and 5-year-olds (children in their last year before kindergarten) and keep open the additional 1.5 units that opened in 2018-2019 for a total of 38 classrooms.** This Scope of Work provides the details of how Preschool Promise will partner with Dayton Public Schools in the 2019-2020 school year to support this expansion of Preschool services through Dayton Public Schools.

Dayton Public Schools has prioritized early childhood education, as is evidenced by its longstanding commitment to provide free preschool. In the 2016-17 school year when the City of Dayton Issue 9 levy was passed, DPS served 740 total preschoolers, in 2017-18 DPS served 624, and in 2018-2019 621. Preschool Promise will fund DPS to increase the total number of preschoolers to 641 in the 2019-20 school year, with a minimum of 450 4-year-olds:

- 1) promoting the importance of quality Preschool to families to increase enrollment in all Preschools in Dayton;
- 2) supporting Dayton Public Schools in opening one additional classroom in the 2019-20 school year, with at least one of those classrooms in East Dayton; and keeping open the 1.5 units Preschool Promise funded in the 2018-2019 year.
- 3) providing comprehensive data collection and evaluation to inform strategies and improve outcomes for children in the Preschool years.

## **Budget**

Preschool Promise will provide up to \$365,000 for actual personnel salaries and benefits in accordance with Article Three of the Contract to support the addition of one classroom and the 1.5 units funded in 2018-2019. These funds are for the salary and benefits for 2.5 lead teachers and 2.5 paraprofessionals.

Preschool Promise will provide additional funding based on the Quality Stipend Table in the Preschool Promise Provider Handbook for 2019-2020. These quality improvement funds can be requested from Preschool Promise, Inc. and once approved by the Preschool Promise Director of Quality can be used to support quality improvement and expansion efforts, such as:

- 1) Provide a Conscious Discipline coach for teachers in Preschool Promise classrooms
- 2) Provide a mental health consultant to work with teachers, children and families in Preschool Promise classrooms
- 3) Send staff to Conscious Discipline and curriculum training

The amount of these quality improvement funds will be determined on October 1, 2019. This amount will be determined by adding the base rate amount of \$60,000 to the per child amount of \$250. The number of children will be determined by the number of complete applications that Dayton Public Schools has turned into Preschool Promise by October 1, 2019. The final amount of quality funds available will be sent to Dayton Public School's Director of Early Childhood Education by October 15, 2019.

*\*\*Please note – The amount of quality improvement funds will be changing in the 2020-2021 school year.*

## **DPS Commitments:**

*Preschool Promise, Inc.* (hereafter referred to as “Preschool Promise”) is contracting with Dayton Public Schools to provide the services detailed below from July 1, 2019 through June 30, 2020.

1. Designate staff to participate in Preschool Promise Core Team planning meetings on a regular basis to help inform the strategies and direction of the initiative.
2. Request parents of all children who are four- and five-year-olds by September 30, 2019 (children in their last year of Preschool before kindergarten) sign a consent form provided by Preschool Promise. Dayton Public Schools will turn in the consent forms to Preschool Promise staff by October 1, 2019, or sooner if possible. Students who enroll after October 1 will also be given Preschool Promise forms to enroll and that information will be shared with Preschool Promise as those students enroll.
3. Provide a “Monthly Data File” with demographic information requested by Preschool Promise for all children with signed consent forms, including Bracken scores and child attendance compared to scheduled days. This data file may be requested more frequently July 1- August 30, 2019 in order to sign families up more efficiently without missing the benefits of Preschool Promise, such as Star Attendance. Note that Star Attendance will be paid upon receipt of the Star Attendance application and cannot be retroacted.
4. Participate in the CLASS (Classroom Assessment Scoring System) by allowing Preschool Promise contractors who are trained to reliability on CLASS conduct a pre- and post- assessment in the

fall and spring. This assessment will be done with each classroom with Preschool Promise children.

5. Participate in child assessment data collection (with the Minnesota Executive Function Skills and other child assessments as determined) for all children who have signed releases. Professor Dr. Mary Fuhs, from the University of Dayton, will train her University students to conduct the assessments. The University of Dayton will schedule all assessments with the teachers to ensure minimal disruption to the classroom schedule.
6. Share data about all Preschool classrooms such as teacher names, education level of teachers, number of children enrolled in each Preschool classroom by age group, and ECERS scores.
7. Share Bracken fall and spring scores, ELA fall and spring scores, and KRA scores to be used for research and data analysis for all children with a signed consent form.
8. Submit attendance data monthly for all children enrolled in Preschool classrooms.
9. Support pre-and-post surveys conducted with parents and share Preschool Promise materials throughout the year as appropriate (such as information about kindergarten readiness, community events and resources such as Ready4K).
10. Display the Preschool Promise logo on appropriate materials and in all Dayton Public Schools Preschool classrooms to help raise awareness about the importance of Preschool.
11. Post Preschool Promise signs outside and inside the building indicating the Preschool Promise partnership to promote awareness with all families.
12. Send teachers to Preschool Promise specialized training opportunities as appropriate.
13. Collaborate with Preschool Promise Staff so that Preschool Promise can help promote Dayton Public Schools Preschool programs to families and help fill all available seats, and identify possible marketing opportunities.
14. Share Preschool Promise Marketing Materials with Families (Fliers, Parent Postcards, etc.)
15. Conduct Information Sessions with Preschool Promise Staff for Preschool Teachers, Elementary Principals and other relevant staff so that Dayton Public Schools staff understand what Preschool Promise is.
16. Promote opportunities for parents and teachers to participate in focus groups and surveys to gather data to be used to improve Preschool Promise.
17. Use media (social media, e-blasts, etc.) to promote Preschool Promise.

#### **DPS Deliverables**

By August 31, 2019, Dayton Public Schools will have:

1. Opened one additional classroom and keep open the 1.5 units from 2018-2019 to serve 4 year-olds
2. Provided data files to Preschool Promise for those children whose family has given consent

By October 1, 2019, Dayton Public Schools will have:

3. Requested all parents of four- and five-year-old Preschoolers sign the Preschool Promise consent and star attendance form.
4. Submitted all signed consent forms to Preschool Promise staff.

By November 1, 2019, Dayton Public Schools will have:

5. Shared all Fall 2019 Bracken information with Preschool Promise for each child who has a signed consent form.
6. Participated in the CLASS assessment conducted by Preschool Promise contractors.

By February 1, 2020:

7. Reviewed the enrollment/application/consent form process with Preschool Promise staff for the 2020-21 school year to make any needed changes before enrollment begins for the next school year.

By June 1, 2020, Dayton Public Schools will have:

1. Shared all Spring Bracken information shared with Preschool Promise, given parent/guardian consent.
2. Participated in the CLASS assessment conducted by Preschool Promise contractors.

### **Payment & Reporting Schedule**

Assuming all deliverables have been met and the activities have been fulfilled as listed in the Scope of Work, Dayton Public Schools will bill Preschool Promise, Inc. monthly for **actual expenses incurred** for the salary and benefits for 2.5 teachers and 2.5 paraprofessionals by the 15<sup>th</sup> of the following month, not-to-exceed \$365,000. If 450 four and five year olds (children in their last year before kindergarten) are not enrolled by October 1, 2019 Preschool Promise may decrease the payment amount. A report indicating the number of students served in Preschool, by age group and location must be submitted with each invoice.

Invoices should be submitted via email to:

**Ashley.Marshall@preschoolpromise.org**

Ashley Marshall, Director of Operations  
Preschool Promise, Inc.  
Attn: Ashley Marshall  
4801 Springfield Street  
Dayton, OH 45431

## AMENDMENT TO PROVIDER AGREEMENT

This AMENDMENT TO PROVIDER AGREEMENT (the "Amendment") is entered into on April 8, 2019 by and among PRESCHOOL PROMISE, INC., an Ohio nonprofit corporation ("Preschool Promise"), and Dayton Public Schools (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 2019-2020 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 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. 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.

**PRESCHOOL PROMISE, INC.**

**PROVIDER**

By: 

By: \_\_\_\_\_

Its: Board Chair

Its: \_\_\_\_\_

## DATA PRIVACY AND SECURITY SPECIAL TERMS AND CONDITIONS

These Data Privacy and Security Special Terms and Conditions dated [ ] (hereinafter “**Special Terms**”) are by and between **DAYTON CITY SCHOOL DISTRICT BOARD OF EDUCATION**, an Ohio school district (“**District**”) and [ ] (“**Contractor**”), a contractor performing services and functions that will require access to student data and other personally identifiable information.

For good and valuable consideration including, without limitation, the ability to access and make limited use of the District’s data as further provided herein, the parties agree as follows:

1. Background. Contractor and District have contracted for the Contractor to provide certain institutional services to District. This Special Terms is entered into for the purpose of sharing District Data between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“**FERPA**”), Ohio student record laws and regulations, O.R.C. § 3319.321 et seq., and all other applicable federal and state laws and regulations, as may be updated from time to time (collectively, “**Applicable Law**”).

2. Order of Precedence. The terms in these Special Terms are in addition to the terms in the prior contracts entered into between District and Contractor (individually and collectively, the “**Agreement**”) and are incorporated into the Agreement by reference. If there is a conflict between the terms of these Special Terms and the Agreement, the terms of these Special Terms take precedence and control, but only to the extent of such conflict.

### 3. District Data and Use

3.1 In the course of performing services, Contractor will have access to personally identifiable information and other non-public information and data of District including, without limitation student data, employee data, meta data, and other content, records and information (collectively, “**District Data**”). As between the parties, ownership rights in District Data are maintained by District, and Contractor holds District data in trust for District.

3.2 Contractor will use District Data only to fulfill its duties and provide services under the Agreement and these Special Terms and for improving its services, but only insofar as they relate to services that Contractor is providing to District. Contractor further acknowledges and agrees that all copies of such District Data, whether in paper or electronic form, including any modifications or additions to District Data or any portion thereof from any source, are subject to the provisions of these Special Terms in the same manner as the original District Data.

3.3 Contractor acknowledges and agrees that at no point in time is the Contractor the owner of the District Data. As between the parties, ownership rights are maintained by District and District reserves the right to request the prompt return of any portion of the District Data and/or all District Data at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in Applicable Law (including FERPA) regarding use and re-disclosure of District Data or any portion thereof. Contractor acknowledges and agrees that it shall not make any re-disclosure of any District Data, including without limitation any student data and/or personally identifiable information contained in District Data, without District’s express written consent. Additionally, Contractor agrees that only Contractor personnel directly involved in delivering the services shall have access to the District Data and shall ensure that Contractor personnel who have access to District Data shall comply with all applicable provisions of these Special Terms with respect to the

District Data shared under these Special Terms. Contractor will maintain an appropriate confidentiality agreement with each of its personnel who have access to District Data.

4. Disclosure of District Data

4.1 District Request. In addition, upon District's written request, Contractor shall release, transfer, or re-disclose District Data to District's third-party designee, as District may request in writing from time to time. If District makes such a request, Contractor shall release such District Data strictly in conformance with any written instructions provided by District, as applicable. If the District Data is to be provided electronically, then Contractor shall encrypt District Data during transmission.

4.2 Legal Orders. Unless prohibited by Applicable Law, Contractor will promptly notify the District of any subpoenas, warrants, regulatory requests other legal orders, or demands including, but limited to, or requests request pursuant to the Ohio Open Records Law, O.R.C. §§ 149.43 et seq. ("**Legal Order**") received by Contractor seeking District Data in Contractor's custody; consult with the District regarding its response; and cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the Legal Order. If the District receives a Legal Order seeking District Data in the custody of Contractor, District will promptly notify Contractor and, Contractor shall supply the District with copies of the requested District Data.

4.3 Parent Requests. If a parent, legal guardian or eligible student contacts Contractor to request to access, receive a copy of, review or correct a student's educational record in Contractor's custody, then, unless the requested data is available to the parent, legal guardian, or eligible student through his or her ordinary interactions with the functionality of Contractor's system, Contractor shall promptly direct such parent, legal guardian or student to request such data directly from District. If requested by District, Contractor will assist District in fulfilling any such requests from parents, guardians, or eligible students.

5. Additional Contractor Obligations. Contractor also acknowledges and agrees:

5.1 not to store or process District Data outside the United States without prior consent from the District.

5.2 to maintain backup copies of District Data in case of system failure or any other unforeseen event resulting in loss of District Data.

5.3 that upon receipt of a litigation hold request from District, to immediately implement a litigation hold and preserve all documents and relevant data identified by District and suspend deletion, overwriting, or any other possible destruction of such documents and data.

5.4 to cooperate with District and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of District and/or delivery of services to District.

5.5 not to use the District Data and/or any portion thereof to market or otherwise advertise directly to students and/or their parents/guardians.

5.6 not to use the District Data and/or any portion thereof to inform, influence or guide marketing or advertising efforts or to develop a profile of a student or group of students for any commercial or other purposes.

5.7 not to mine the District Data and/or any portion thereof for any purposes other than those agreed to by the parties in writing. Contractor further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.

## 6. Data Access; Transfer and Destruction

6.1 Access to District Data. District shall have the right to access and retrieve any or all District Data in possession of Contractor or any of its subcontractors. Any District Data in the possession of Contractor that is not available to District directly through District's ordinary interactions with the Contractor's system will be made available to District or District's designee by Contractor upon written request of District. If another timeline for response is provided herein, then that, more specific, deadline shall control. Otherwise, Contractor shall make the requested District Data available to the District or its designee within seven (7) calendar days from the date of request.

6.2 Transfer and Destruction of District Data. Upon termination or expiration of the Agreement or upon District's written request, Contractor will return District Data to District, transfer District Data to District's designee, and/or destroy District Data in Contractor's possession, in whole or in part, as directed by District and cause its subcontractors to do the same. If District elects to have District Data returned or transferred, then Contractor shall return or transfer the data, as applicable, in a reasonable time in a format mutually agreed upon by the parties (with enough information to interpret and use the returned data). If District has requested that Contractor Securely Destroy District Data, Contractor shall Securely Destroy the requested District Data after successful return or transfer, if applicable, and confirm in writing to District that such data has been destroyed. As used herein, "**Securely Destroy**" means to remove District Data from Contractor's systems, paper files, records, databases, and any other media regardless of format, so that District Data is permanently irretrievable in Contractor's and its Subcontractors' normal course of business.

## 7. Data Security

7.1 Security Safeguards. Contractor shall protect the District Data by implementing reasonable and appropriate administrative, physical, and technical safeguards to secure such data from unauthorized access, disclosure, alteration, and use. Unless expressly agreed to the contrary in writing, Contractor warrants that all electronic District Data will be encrypted in transmission and at rest.

7.2 Verification of Safeguards. Upon District's written request and no more than once per calendar year, Contractor shall allow District and/or its designee to audit the security and privacy measures that are in place to ensure protection of the District Data or any portion thereof. In addition, upon District's written request, in lieu of the above audit, Contractor shall provide or make available to the District for review, the following to verify that Contractor's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (1) a third-party network security audit report; (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred; or (3) written information security questionnaire provided to Contractor by or on behalf of District..

7.3 Representations and Warranties. Contractor represents, warrants, and covenants that: (a) it does and shall comply with all Applicable Laws including, without limitation, laws and regulations that apply to the receipt, storage, maintenance or access of or to personal information and student data; (b) if the District Data or any portion thereof, is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any

contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices; and (c) that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and has a protocol in place to ensure use by Contractor's personnel.

7.4 Employee Training. Contractor shall provide periodic training on security and applicable privacy laws to its Contractor Personnel who have access to District Data or the system on which District Data is store or processed.

## 8. Incident Response Plan; Procedure.

8.1 Incident Response Plan. Contractor agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of District Data or any portion thereof, including personally identifiable information and agrees to provide District, upon request, with a copy of said written incident response plan.

8.2 Incident Response Procedure. Unless prohibited by law enforcement activities, Contractor shall notify the Gregory Taylor for District in writing promptly but no later than forty-eight (48) hours of its determination that it has experienced a data breach, breach of security, or unauthorized access to, acquisition of, or use of any unencrypted District Data (each a "**Security Incident**"). Contractor agrees that such notification shall include, to the extent feasible, the date or approximate dates of such Security Incident and the nature thereof, the specific scope of said Security Incident (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the Security Incident that Contractor plans to take or has taken in response. Additionally, Contractor agrees to adhere to all requirements in the Ohio's data breach notification law and Applicable Law with respect to a Security Incident related to the District Data. If a Security Incident requires notification to District's students, employees, or other individuals under Applicable Law, then District shall have sole control over the timing, content, and method of such notification. Further, if the Security Incident was caused by Contractor's negligence, then Contractor shall reimburse District for all actual reasonable costs and expenses incurred by District in responding to, and mitigating damages, caused by the Security Incident including the costs associated with providing notification to impacted individuals.

9. Subcontractors. District understands that Contractor may rely on one or more subcontractors to provide services under the Agreement. Upon request of the District, Contractor agrees to share the name (or names) of its subcontractors and the nature of the services that any such subcontractors are providing to Contractor as it relates to the services provided under the Agreement. Contractor shall ensure that each of its subcontractors complies with Applicable Laws relating to the Services and with all relevant terms the Agreement and these Special Terms. Contractor's use of subcontractor shall not relieve Contractor of any of its representations, warranties, other or obligations under the Agreement or these Special Terms and Contractor shall be liable for the acts and omissions of each subcontractor to the same extent as if such acts or omissions were by Contractor.

10. No End User Agreements. No browse-wrap, shrink wrap, clickwrap, or other non-negotiated terms and conditions provided with any of the services, documentation, or other Contractor will constitute a part or amendment these Special Terms or the or be binding on District or any District-employed end user for any purpose. All such other terms and conditions have no force and effect and are deemed

rejected by District and the end user, even if access to or use of such service, documentation, or other Contractor materials requires affirmative acceptance of such terms and conditions.

11. No Waiver. No delay or omission of District to exercise any right hereunder shall be construed as a waiver of any such right and District reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

12. No Modification. The terms and conditions of these Special Terms may not be modified unless by such modifications are agreed to in a written document that is signed by both parties. Without limiting the generality of the foregoing, these Special Terms may not be modified by click-wrap agreement any other an online acceptance mechanism.

**IN WITNESS WHEREOF**, the parties have executed these Special Terms as of the date set forth above.

**CONTRACTOR**

**DISTRICT**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

0123733.0714754 4817-9793-3972v1





# ORDER

**Order #:** Q-77935  
**Date:** 06-25-2019  
**Expiration Date:** 07-04-2019

## Teaching Strategies, LLC ("TS")

4500 East West Highway, Suite 300  
 Bethesda, MD, 20814, US  
 Phone: (301) 634-0818

<b>Customer Name:</b> Preschool Promise <b>Customer Number:</b> 20A190496	<b>Contact Name:</b> Robyn Lightcap <b>Contact Email:</b> robyn.lightcap@preschoolpromise.org <b>Contact Title:</b> Executive Director for Dayton-Montgomery County
--	--

SALESPERSON	PHONE NUMBER & EXT	EMAIL
Matt Birdsall	(937) 478-8158	matt.b@teachingstrategies.com

ITEM CODE	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
PD0000439	Technical Assistance: 1 Day	3	\$2,268.50	\$6,805.50
PD0000356	1-Day Implementing The Creative Curriculum® for Preschool (Teachers)	1	\$2,268.50	\$2,268.50
PD0000439	Technical Assistance: 1 Day	1	\$0.00	\$0.00
PD0000460	1-Day Coaching Teachers to Fidelity of Implementation in The Creative Curriculum® for Preschool (Administrators and Coaches)	1	\$2,268.50	\$2,268.50
PD00004701	3-Day Custom Coaching Support with Classroom Observation and Action Planning	3	\$6,952.00	\$20,856.00

PD0000428	1-Day Interpreting and Using GOLD® Report Data (Administrators)	1	\$2,268.50	\$2,268.50
PD0000430	1-Day Implementing Studies to Promote Inquiry-Based Learning (The Creative Curriculum® for Preschool, Teachers)	1	\$2,268.50	\$2,268.50

SUBTOTAL	\$36,735.50
TAX	\$0.00
TOTAL	\$36,735.50

Confirm the address listed below, and update any incorrect information.

**BILL TO**

Billing Client: Preschool Promise

Billing Street:

Billing City:

Billing State:

Billing Postal Code:

Billing Country:

Select a payment method, and follow the payment instructions.

Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

<b>Product Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Address</b>	<b>City</b>	<b>State</b>
1-Day Coaching Teachers to Fidelity of Implementation in The Creative Curriculum® for Preschool (Administrators and Coaches)	09-25-2019	09-25-2019		Dayton	Ohio
3-Day Custom Coaching Support with Classroom Observation and Action Planning	10-22-2019	10-24-2019		Dayton	Ohio
3-Day Custom Coaching Support with Classroom Observation and Action Planning	02-04-2020	02-06-2020		Dayton	Ohio
3-Day Custom Coaching Support with Classroom Observation and Action Planning	05-05-2020	05-07-2020		Dayton	Ohio
1-Day Interpreting and Using GOLD® Report Data (Administrators)	11-14-2019	11-14-2019		Dayton	Ohio
1-Day Implementing Studies to Promote Inquiry-Based Learning (The Creative Curriculum® for Preschool, Teachers)	11-16-2019	11-16-2019		Dayton	Ohio
Technical Assistance: 1 Day	11-15-2019	11-15-2019		Dayton	Ohio

Technical Assistance: 1 Day	12-16-2019	12-16-2019		Dayton	Ohio
Technical Assistance: 1 Day	03-27-2020	03-27-2020		Dayton	Ohio
1-Day Implementing The Creative Curriculum® for Preschool (Teachers)	08-17-2019	08-17-2019		Dayton	Ohio
Technical Assistance: 1 Day	08-16-2019	08-16-2019		Dayton	Ohio

#### Professional Development and Training

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 50 attendees per session (a maximum number of 30 attendees for *GOLD*® online lab sessions and 35 attendees for Math curriculum sessions). An additional fee of \$75 will be charged for each attendee in excess of these maximums; (iii) If multiple sessions are scheduled, an additional fee of \$300 may be charged for sessions scheduled on non-consecutive days; (iv) Additional fees, including travel expenses, will also apply for each session not scheduled at least 21 days in advance; (v) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projects, computers and viewing screens; and (vi) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted, and may not be reproduced or distributed except in accordance with this provision, without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:

Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.

Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.

Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:

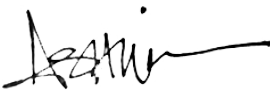
Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.

Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$750.

Scheduling with less than a 24-hour notice, Customer is invoice an additional fee of \$750 and also for any

additional travel expenses incurred due to last minute travel scheduling.

By executing this Order Form, the Customer hereby agrees to be bound by the provisions contained herein:

<b>Customer Name</b>	<b>Teaching Strategies, LLC</b>
By (Signature):	By: 
Name (Print): Robyn Lightcap	Name: Ashley Mathis
Title: Executive Director for Dayton-Montgomery County	Title: President
Address: 4801 Springfield St.	Address: 4500 East West Highway, Suite 300
Dayton, Ohio 45431	Bethesda, MD 20814
Date:	Date:

## PROVIDER AGREEMENT

This **PROVIDER AGREEMENT** (the "Agreement") is entered into on this 6 day of May, 2019 between **PRESCHOOL PROMISE INC.**, an Ohio nonprofit corporation ("Preschool Promise"), and Trotwood-Madison City Schools (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. Tyrone Olverson Superintendent  
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: Trotwood-Madison City Schools  
Attn: Tyrone Olverson  
3594 N. Snyder Road  
Trotwood, OH 45426

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: Superintendent

**PRESCHOOL PROMISE, INC.**

By: \_\_\_\_\_

Title: Deb Feldman, Board of Trustees Chair

By: \_\_\_\_\_

Title: Robyn Lightcap, Executive Director

**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: Superintendent