



Board of Trustees Meeting

December 12, 2019

12-1:30 p.m.

200 S. Keowee Street, Dayton, OH 45402

Chair:	Debbie Feldman
Note Taker/Time Keeper:	Barbara Elrod
Members Expected to Attend:	<input checked="" type="checkbox"/> PJ Brafford <input checked="" type="checkbox"/> Clay Dixon <input checked="" type="checkbox"/> Debbie Feldman <input checked="" type="checkbox"/> Anissa Lumpkin <input checked="" type="checkbox"/> Jane McGee-Rafal <input checked="" type="checkbox"/> Angeline Washington
Members Expected Absent:	
Guests:	
Vision:	All Montgomery County children are ready for kindergarten and have the foundation needed for success in school and life.
Mission:	Because Preschool is an important building block for a child's success, we will promise every child in Montgomery County the opportunity to attend at least one year of affordable, high quality Preschool. That commitment requires providing tuition assistance to families and helping Preschools continuously improve the quality of their programs.
Goal:	Increase the percentage of children in High Quality Preschool.

CALL TO ORDER/EXECUTIVE DIRECTOR REPORT		
1) Call to Order	Debbie Feldman	
2) Approval of Minutes from October 30, 2019 meeting		<i>Attachment</i>
<i>Action Needed: Approval of minutes</i>		<i>Action to Approve</i>
3) Executive Director Report	Robyn Lightcap	
a. Professional Development highlights	Latoria Marcellus	
b. Enrollment updates	Ashley Marshall	

DISCUSSION ITEMS		
4) Review of Annual Report	Robyn Lightcap	<i>Attachment</i>
5) Review of Draft Strategic Plan	Robyn Lightcap	<i>Attachment</i>

ACTION ITEMS		
6) Financials Review & Approval	Robyn Lightcap	<i>Attachments</i>
<i>Action Needed: Approval of Financials</i>		<i>Action to Approve</i>

7) Recommend approval of the Fiscal Year 2020 Budget as presented under separate cover. <i>Action Needed: Approval of Budget</i>	Robyn Lightcap Marie Giffen Jane McGee-Rafal	<i>Attachments</i> <i>Action to Approve</i>
8) Recommend approval of the 2020-2021 Provider Handbook content, formatting changes will follow in 2020. <i>Action Needed: Approval of Handbook</i>	Ashley Marshall	<i>Attachments</i> <i>Action to Approve</i>
9) Recommend approval of a contract extension for Shelly Davies in the role of Attendance and Communications Consultant, effective through July 31, 2020. <i>Action Needed: Approval of Contract</i>	Charmaine Webster	<i>Attachment</i> <i>Action to Approve</i>
10) Recommend approval of a contract for a Senior Outreach Specialist, effective January 1 through December 31, 2020. <i>Action Needed: Approval of Contract</i>	Charmaine Webster	<i>Attachment</i> <i>Action to Approve</i>
11) Recommend approval of the Addendum for Dayton Public Schools to add an additional classroom effective in January 2020. <i>Action Needed: Approval of Contract</i>	Ashley Marshall	<i>Attachment</i> <i>Action to Approve</i>
12) Recommend approval of a contract with Omega Community Development Corporation to create a new Preschool program in the Hope Center opening in 2021. <i>Action Needed: Approval of Contract</i>	Robyn Lightcap Ashley Marshall	<i>Attachment</i> <i>Action to Approve</i>

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

Upcoming Board Meetings

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

Dates	Planned Key Topics
Wednesday, February 26, 2020	
Wednesday, April 29, 2020	Review of audited financials
Wednesday, June 24, 2020	
Wednesday, August 26, 2020	
Wednesday, October 28, 2020	Review of 2019-20 school year data
Wednesday, December 9, 2020	Approve budget for FY21



Board of Trustees Meeting MINUTES

October 30, 2019

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

200 S. Keowee Street, Dayton, OH 45402

Chair:	Debbie Feldman
Note Taker/Time Keeper:	Barbara Elrod
Members Expected to Attend:	<input 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 <input checked="" type="checkbox"/> Angeline Washington
Members Expected Absent:	PJ Brafford, Anissa Lumpkin
Guests:	Richard Stock, Mary Fuhs
Vision:	All Montgomery County children are ready for kindergarten and have the foundation needed for success in school and life.
Mission:	Because Preschool is an important building block for a child's success, we will promise every child in Montgomery County the opportunity to attend at least one year of affordable, high quality Preschool. That commitment requires providing tuition assistance to families and helping Preschools continuously improve the quality of their programs.
Goal:	Increase the percentage of children in High Quality Preschool.

1.) CALL TO ORDER

Meeting was called to order at 12:17 p.m. by Debbie Feldman.

2.) APPROVAL OF MINUTES FROM PREVIOUS MEETING

Board reviewed minutes from the meeting held on August 28, 2019.

Jane McGee-Rafal motioned for approval. Clay Dixon seconded the motion.

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

3.) EXECUTIVE DIRECTOR REPORT

- Robyn Lightcap introduced Angeline Washington as the Ex-Officio Parent Member of the Board of Trustees. Angeline shared that she has been a Parent Ambassador and that she is excited to be involved at this level with Preschool Promise.
- Ashley Marshall shared that we currently have 1,428 students enrolled. She expressed gratitude for Karen Lombard's efforts in getting Dayton Public School students enrolled. They have a 93% enrollment rate.
- Charmaine Webster shared that she is currently replacing two staff members and has received a tremendous applicant response and is excited about their qualifications they bring to the Marketing team. She shared that the Outreach Team achieved 95% of this year's outreach goals despite staffing challenges and tragedies felt throughout Dayton.

4.) REVIEW AND APPROVAL OF FINANCIALS.

Robyn Lightcap presented the financial statements for year to date.

Clay Dixon motioned for approval. Jane McGee-Rafal seconded the motion.

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

5.) Approved a contract with Transformative Learning Solutions for Zaretta Hammond to provide professional development on Friday, April 24 and Saturday, April 25, 2020 in the amount of \$45,000.00.

Clay Dixon motioned for approval. Jane McGee-Rafal seconded the motion.

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

6.) Approved an addendum to the 4C for Children's Contract to include their coaches to attend professional development conduct by Preschool Promise outside the workday.

Jane McGee-Rafal motioned for approval. Clay Dixon seconded the motion.

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

7.) DISCUSSION ITEMS

Robyn Lightcap, Richard Stock and Mary Fuhs reviewed the Annual Report presentation.

8.) ADJOURN

Debbie Feldman adjourned the meeting at 1:35 p.m.

Preschool Promise, Inc.
Balance Sheet
As of October 31, 2019

	<u>Oct 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash - PNC Checking	172,676.25
Total Checking/Savings	172,676.25
Accounts Receivable	
1100 · Accounts Receivable	1,752,459.89
Total Accounts Receivable	1,752,459.89
Other Current Assets	
1300 · Prepaid Star Attendance	-10,948.59
1350 · Prepaid Rent	5,610.00
Total Other Current Assets	-5,338.59
Total Current Assets	1,919,797.55
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
TOTAL ASSETS	1,920,663.47
LIABILITIES & NET ASSETS	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	845,823.04
Total Accounts Payable	845,823.04
Credit Cards	
2100 · PNC Visa Business Options Card	13,078.60
Total Credit Cards	13,078.60
Other Current Liabilities	
2500 · Accrued Leased Employee Costs	9,971.53
2550 · Unearned Revenue	800,000.00
Total Other Current Liabilities	809,971.53
Total Current Liabilities	1,668,873.17
Total Liabilities	1,668,873.17
Net Assets	
3200 · Unrestricted Net Assets	168,261.38
Change in Net Assets (Net Income)	83,528.92
Total Net Assets	251,790.30
TOTAL LIABILITIES & NET ASSETS	1,920,663.47

Preschool Promise, Inc.
Profit & Loss Budget vs. Actual
January through October 2019

	TOTAL					
	Actual	Budget		% of	Annual	
	Jan - Oct 19	Jan - Oct 19	\$ Over Budget	Budget	Budget	
Change in Net Assets (Income/Expense)						
Income						
4300 · Direct Public Support						
4310 · Individual Contributions	800.00	0.00	800.00	100.0%	0.00	
4320 · Corporate Grants	12,500.00	0.00	12,500.00	100.0%	0.00	
4330 · Foundation Grants	116,953.49	29,166.68	87,786.81	400.98%	35,000.00	Includes \$71,000 of Passport to Kindergarten
4340 · Government Grants	4,177,664.38	5,583,333.32	-1,405,668.94	74.82%	6,700,000.00	
4350 · Gifts in Kind	53,511.14	0.00	53,511.14	100.0%	0.00	
4300 · Direct Public Support - Other	0.00	0.00	0.00	0.0%	0.00	
Total 4300 · Direct Public Support	4,361,429.01	5,612,500.00	-1,251,070.99	77.71%	6,735,000.00	
4600 · Other Types of Income						
4640 · Miscellaneous Revenue	1,150.41	0.00	1,150.41	100.0%	0.00	
Total 4600 · Other Types of Income	1,150.41	0.00	1,150.41	100.0%	0.00	
Total Income	4,362,579.42	5,612,500.00	-1,249,920.58	77.73%	6,735,000.00	
Gross Profit	4,362,579.42	5,612,500.00	-1,249,920.58	77.73%	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	11,900.00	11,900.00	0.00	100.0%	11,900.00	
6220 · Legal Fees	13,448.75	20,000.00	-6,551.25	67.24%	24,000.00	
6230 · Outside Contract Services	12,004.00	15,410.00	-3,406.00	77.9%	17,410.00	
Total 6235 · Coaching & Training for Provide	779,863.19	1,042,809.03	-262,945.84	74.79%	1,326,971.00	
6236 · Communications Field Campaign	50,313.71	106,345.00	-56,031.29	47.31%	106,345.00	
6238 · Research and Evaluation Contrac	211,444.13	216,999.94	-5,555.81	97.44%	262,999.97	
6240 · Communications & Design Work	35,192.52	38,800.00	-3,607.48	90.7%	46,200.00	
6242 · Photography, Video, Audio Prod.	3,875.00	12,500.00	-8,625.00	31.0%	12,500.00	
6260 · Website And Database Dev't	100,610.99	120,000.00	-19,389.01	83.84%	120,000.00	
6270 · Call Ctr & Eligibility Determin	5,529.22	0.00	5,529.22	100.0%	0.00	
Total 6200 · Contract Services	1,224,181.51	1,584,763.97	-360,582.46	77.25%	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	47,300.00	0.00	47,300.00	100.0%	0.00	Did not include ESC in kind donation of office rent in budget
6330 · Equip Rental and Maintenance	756.89	4,583.36	-3,826.47	16.51%	5,500.00	
6350 · Rent, Parking, Utilities	9,220.00	10,200.00	-980.00	90.39%	12,700.00	
6360 · Property Insurance	0.00	0.00	0.00	0.0%	0.00	
Total 6300 · Facilities and Equipment	57,276.89	14,783.36	42,493.53	387.44%	18,200.00	
6500 · Operations						
6505 · Website and Email fees (inactiv	0.00	0.00	0.00	0.0%	0.00	
6510 · Books, Subscriptions, Reference						

Preschool Promise, Inc.
Profit & Loss Budget vs. Actual
January through October 2019

	TOTAL				Annual Budget	
	Actual	Budget	\$ Over Budget	% of		
	Jan - Oct 19	Jan - Oct 19		Budget		
6512 · Web services and subscriptions	13,850.26	24,145.00	-10,294.74	57.36%	26,399.00	
6510 · Books, Subscriptions, Reference - Other	13,537.38	1,666.64	11,870.74	812.26%	2,000.00	\$11K of Passport to Kindergarten books
Total 6510 · Books, Subscriptions, Reference	27,387.64	25,811.64	1,576.00	106.11%	28,399.00	
6515 · Memberships	219.00	833.28	-614.28	26.28%	1,000.00	
6520 · Postage, Mailing Service	8,965.54	7,850.00	1,115.54	114.21%	9,300.00	
6530 · Printing and Copying	23,460.33	36,097.45	-12,637.12	64.99%	39,815.00	
6535 · Promotional Items	50,337.72	72,000.00	-21,662.28	69.91%	78,500.00	
6540 · Supplies	26,425.13	17,936.60	8,488.53	147.33%	19,574.92	More materials and books for PLC's than budgeted
6550 · Telephone, Telecommunications	2,832.69	6,100.00	-3,267.31	46.44%	6,650.00	
6565 · Marketing - Paid Media	121,299.76	118,229.00	3,070.76	102.6%	130,000.00	
6567 · Gift Cards / Gifts	4,359.39	13,050.00	-8,690.61	33.41%	14,500.00	
6580 · Events	8,515.61	2,300.00	6,215.61	370.24%	2,500.00	Need to reclass to some items to specific expenses
6582 · Social Media	115.65	1,666.00	-1,550.35	6.94%	2,000.00	
6586 · Teacher incentives / stipends	251,681.09	321,566.64	-69,885.55	78.27%	498,000.00	
6587 · Teacher stipends-Dayton only	0.00	15,000.00	-15,000.00	0.0%	115,000.00	
Total 6500 · Operations	525,599.55	638,440.61	-112,841.06	82.33%	945,238.92	
6600 · Other Types of Expenses						
6610 · Insurance - Liability, D and O	8,084.00	10,000.00	-1,916.00	80.84%	10,000.00	
6615 · Quality Assistance Stipends	611,221.58	755,986.04	-144,764.46	80.85%	882,002.72	
6620 · Quality Expansion for Providers	145,225.26	298,400.00	-153,174.74	48.67%	435,500.00	
6625 · Classroom Start-up Grants	30,956.28	0.00	30,956.28	100.0%	0.00	
6627 · Attendance Initiative	182,505.96	232,345.86	-49,839.90	78.55%	258,700.21	
6630 · Tuition Assistance	719,012.96	952,000.00	-232,987.04	75.53%	1,153,200.00	
6640 · Parent Advisory Board	0.00	0.00	0.00	0.0%	0.00	
6642 · Family engagement/ parent comm	23,239.09	53,200.00	-29,960.91	43.68%	90,400.00	
6645 · Bank Fees	779.32	800.00	-20.68	97.42%	960.00	
6650 · Training / Education	26.75	28,900.00	-28,873.25	0.09%	30,400.00	
6690 · Other Costs	0.00	0.00	0.00	0.0%	0.00	
Total 6600 · Other Types of Expenses	1,721,051.20	2,331,631.90	-610,580.70	73.81%	2,861,162.93	
6750 · Leased Employees	651,809.80	689,770.80	-37,961.00	94.5%	827,724.92	
6800 · Travel and Meetings						
6810 · Conference, Convention, Meeting	4,524.63	3,500.00	1,024.63	129.28%	4,200.00	CRT training for Anita Craighead and Lynne Willis
6815 · Mileage	1,634.10	2,050.00	-415.90	79.71%	2,200.00	
6820 · Travel						
6822 · Lodging	5,637.21	4,500.00	1,137.21	125.27%	5,200.00	CD1 training for Latoria and Hertia
6825 · Parking	98.00	425.00	-327.00	23.06%	490.00	
6820 · Travel - Other	6,767.33	4,800.00	1,967.33	140.99%	5,500.00	Some of this will be reimbursed
Total 6820 · Travel	12,502.54	9,725.00	2,777.54	128.56%	11,190.00	
6830 · Meals						
6830A · Meals - Meetings	9,965.08	16,750.00	-6,784.92	59.49%	19,850.00	
6830B · Meals- Travel	444.09	2,825.00	-2,380.91	15.72%	2,875.00	
6830C · Meals- Events	22,189.17	49,150.00	-26,960.83	45.15%	49,250.00	

Preschool Promise, Inc.
Profit & Loss Budget vs. Actual
January through October 2019

	TOTAL				
	Actual	Budget		% of	Annual
	Jan - Oct 19	Jan - Oct 19	\$ Over Budget	Budget	Budget
6830D · Meals- Training	47,871.94	49,271.00	-1,399.06	97.16%	62,091.00
Total 6830 · Meals	80,470.28	117,996.00	-37,525.72	68.2%	134,066.00
Total 6800 · Travel and Meetings	99,131.55	133,271.00	-34,139.45	74.38%	151,656.00
Total Expense	4,279,050.50	5,392,661.64	-1,113,611.14	79.35%	6,732,308.74
Change in Net Assets	83,528.92	219,838.36	-136,309.44	38.0%	2,691.26

Summary January - December 31, 2020 Budget						Total Preschool Promise, Inc.				Total FY 2020 Budget	Budget FY 2019	Projected FY 2019
						Educate the Community	Expand Quality	Assist Families	Administrative			
Change in net assets (income/expenses)												
					Income							
					4300 · Direct Public Support							
					4310 · Individual Contributions	0.00	0.00	0.00	0.00	0.00	0.00	900.00
					4320 · Corporate Grants	0.00	0.00	0.00	0.00	0.00	0.00	12,500.00
					4330 · Foundation Grants	0.00	0.00	0.00	0.00	169,000.00	35,000.00	116,953.00
					4340 · Government Grants	0.00	0.00	0.00	0.00	7,300,000.00	6,700,000.00	5,311,100.00
					43450 · Individ, Business Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					4350 · Gifts in Kind	0.00	0.00	0.00	56,760.00	56,760.00	0.00	63,421.00
					4300 · Direct Public Support - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					Total 4300 · Direct Public Support	0.00	0.00	0.00	56,760.00	7,525,760.00	6,735,000.00	5,504,874.00
					Expense							
					6000 · Business Expenses							
					6010 · Business Registration Fees	0.00	0.00	0.00	0.00	0.00		
					6000 · Business Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					Total 6000 · Business Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					6200 · Contract Services							
					6210 · Accounting Fees	0.00	0.00	0.00	12,000.00	12,000.00	11,900.00	11,900.00
					6220 · Legal Fees	0.00	0.00	0.00	16,800.00	16,800.00	24,000.00	14,448.00
					6230 · Outside Contract Services	15,450.00	0.00	500.00	12,000.00	27,950.00	17,410.00	13,639.00
					6235 · Coaching & Training for Provide	0.00	1,322,079.00	0.00	0.00	1,322,079.00	1,326,971.00	933,514.00
					6236 · Communications Field Campaign	121,300.00	0.00	0.00	0.00	121,300.00	106,345.00	50,744.00
					6238 · Research and Evaluation Contrac	0.00	0.00	0.00	291,000.00	291,000.00	262,999.97	253,844.00
					6240 · Communications & Design Work	34,200.00	6,960.00	750.00	12,000.00	53,910.00	46,200.00	43,553.00
					6242 · Photography, Video, Audio Prod.	11,500.00	0.00	0.00	0.00	11,500.00	12,500.00	3,875.00
					6250 · Child Assessment - Bracken	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					6260 · Website And Database Dev't	40,000.00	0.00	30,280.00	0.00	70,280.00	120,000.00	101,514.00
					6270 · Call Ctr & Eligibility Determin	0.00	0.00	200.00	0.00	200.00	0.00	5,529.00
					6200 · Contract Services - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					Total 6200 · Contract Services	222,450.00	1,329,039.00	31,730.00	343,800.00	1,927,019.00	1,928,325.97	1,432,560.00
					6300 · Facilities and Equipment							
					6310 · Depr and Amort - Allowable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					6320 · Donated Facilities	0.00	0.00	0.00	56,760.00	56,760.00	0.00	56,705.00
					6330 · Equip Rental and Maintenance	12,250.00	2,000.00	0.00	0.00	14,250.00	5,500.00	757.00
					6350 · Rent, Parking, Utilities	0.00	15,000.00	0.00	0.00	15,000.00	12,700.00	10,995.00
					6360 · Property Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					6300 · Facilities and Equipment - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					Total 6300 · Facilities and Equipment	12,250.00	17,000.00	0.00	56,760.00	86,010.00	18,200.00	68,457.00
					6500 · Operations							

Summary January - December 31, 2020 Budget						Total Preschool Promise, Inc.				Total FY 2020 Budget	Budget FY 2019	Projected FY 2019
						Educate the Community	Expand Quality	Assist Families	Administrative			
					6510 · Books, Subscriptions, Reference							
					6512 · Web services and subscriptions	2,960.00	1,000.00	14,359.00	5,600.00	23,919.00	26,399.00	23,070.00
					6510 · Books, Subscriptions, Reference - Other	750.00	6,000.00	0.00	1,000.00	7,750.00	2,000.00	14,537.00
					Total 6510 · Books, Subscriptions, Reference	3,710.00	7,000.00	14,359.00	6,600.00	31,669.00	28,399.00	37,607.00
					6515 · Memberships	0.00	100.00	0.00	500.00	600.00	1,000.00	219.00
					6520 · Postage, Mailing Service	9,750.00	2,000.00	325.00	4,200.00	16,275.00	9,300.00	12,188.00
					6530 · Printing and Copying	23,625.00	16,600.00	2,800.00	7,000.00	50,025.00	39,815.00	27,317.00
					6535 · Promotional Items	91,000.00	0.00	0.00	300.00	91,300.00	78,500.00	61,000.00
					6540 · Supplies	12,000.00	10,878.49	5,000.00	10,900.00	38,778.49	19,574.92	30,000.00
					6550 · Telephone, Telecommunications	6,870.00	0.00	8,000.00	0.00	14,870.00	6,650.00	3,402.00
					6565 · Marketing - Paid Media	116,200.00	0.00	0.00	0.00	116,200.00	130,000.00	122,300.00
					6567 · Gift Cards / Gifts	1,800.00	2,000.00	1,000.00	3,600.00	8,400.00	14,500.00	5,312.00
					6580 · Promotional Events	6,400.00	0.00	0.00	0.00	6,400.00	2,500.00	9,015.00
					6582 · Social Media	720.00	0.00	0.00	0.00	720.00	2,000.00	132.00
					6586 · Teacher incentives / stipends	11,250.00	442,046.00	0.00	0.00	453,296.00	498,000.00	515,945.00
					6587 · Teacher Promise stipends	0.00	173,040.00	0.00	0.00	173,040.00	115,000.00	0.00
					6500 · Operations - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					Total 6500 · Operations	283,325.00	653,664.49	31,484.00	33,100.00	1,001,573.49	945,238.92	824,437.00
					6600 · Other Types of Expenses				0.00			
					6610 · Insurance - Liability, D and O	0.00	0.00	0.00	10,000.00	10,000.00	10,000.00	8,119.00
					6615 · Quality Assistance Stipends	0.00	864,000.00	0.00	0.00	864,000.00	882,002.72	663,000.00
					6620 · Contract with Providers for Expansion/Quality	0.00	599,000.00	0.00	0.00	599,000.00	435,500.00	250,000.00
					6625 · Classroom Start-up Grants	0.00	50,000.00	0.00	0.00	50,000.00	0.00	30,950.00
					6627 · Attendance Initiative	0.00	0.00	260,100.00	0.00	260,100.00	258,700.21	211,481.00
					66XX - Pilot for Quality Improvement & Racial Equity	0.00	200,000.00	0.00	0.00	200,000.00	1,153,200.00	0.00
					6630 · Tuition Assistance	0.00	0.00	997,000.00	0.00	997,000.00	0.00	897,000.00
					6640 · Parent Advisory Board	0.00	0.00	0.00	0.00	0.00	90,400.00	0.00
					6642 · Parent Communications	188,600.00	0.00	0.00	0.00	188,600.00	960.00	49,140.00
					6645 · Bank Fees	0.00	0.00	0.00	1,080.00	1,080.00		1,000.00
					6650 · Training / Education	900.00	7,000.00	7,600.00	3,600.00	19,100.00	30,400.00	67.00
					6690 · Other Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					6600 · Other Types of Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					Total 6600 · Other Types of Expenses	189,500.00	1,720,000.00	1,264,700.00	14,680.00	3,188,880.00	2,861,162.93	2,110,757.00
					6750 · Leased Employees	301,279.89	349,852.69	404,568.81	121,601.12	1,177,302.51	827,724.92	786,890.00
					6800 · Travel and Meetings							
					6810 · Conference, Convention, Meeting	3,000.00	3,000.00	2,150.00	2,400.00	10,550.00	4,200.00	4,525.00
					6815 · Mileage	1,655.00	5,000.00	200.00	600.00	7,455.00	2,200.00	1,734.00
					6820 · Travel							
					6822 · Lodging	3,000.00	6,000.00	0.00	1,200.00	10,200.00	5,200.00	5,637.00

Summary January - December 31, 2020 Budget						Total Preschool Promise, Inc.				Total FY 2020 Budget	Budget FY 2019	Projected FY 2019
						Educate the Community	Expand Quality	Assist Families	Administrative			
					6825 · Parking	150.00	600.00	0.00	300.00	1,050.00	490.00	183.00
					6820 · Travel - Other	3,000.00	7,200.00	0.00	1,200.00	11,400.00	5,500.00	6,840.00
					Total 6820 · Travel	6,150.00	13,800.00	0.00	2,700.00	22,650.00	11,190.00	12,660.00
					6830 · Meals							
					6830A · Meals - Meetings	5,700.00	5,200.00	0.00	3,600.00	14,500.00	19,850.00	13,154.00
					6830B · Meals- Travel	750.00	600.00	0.00	300.00	1,650.00	2,875.00	672.00
					6830C · Meals- Events	17,050.00	7,800.00	3,500.00	0.00	28,350.00	49,250.00	23,189.00
					6830D · Meals- Training	1,250.00	58,570.00	0.00	0.00	59,820.00	62,091.00	64,018.00
					6830 · Meals - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					Total 6830 · Meals	24,750.00	72,170.00	3,500.00	3,900.00	104,320.00	134,066.00	101,033.00
					6835 · Meetings	0.00	0.00	0.00	0.00	0.00		
					6800 · Travel and Meetings - Other	0.00	0.00	0.00	0.00	0.00		
					Total 6800 · Travel and Meetings	35,555.00	93,970.00	5,850.00	9,600.00	144,975.00	151,656.00	119,952.00
					Total Expense	1,044,359.89	4,163,526.18	1,738,332.81	579,541.12	7,525,760.00	6,732,308.74	5,343,053.00
					Change in net assets	-1,044,359.89	-4,163,526.18	-1,738,332.81	-522,781.12	0.00	2,691.26	161,821.00
					Percent of Total Budget	14%	55%	23%	8%	100%		79.36%

Extension of Contract for Attendance and Communications Consultant

The parties hereby mutually agree to extend the Contract for position of Attendance and Communications Consultant entered into as of June 6, 2019 between Preschool Promise, Inc. and Shelly Davies.

This extension shall last until July 31, 2020.

To perform the Services, Preschool Promise, Inc. agrees to pay Consultant \$22.00 per hour worked; not to exceed \$8,000. Preschool Promise, Inc. agrees to pay Consultant semi-monthly as designated in the original contract

Attendance and Communications Consultant

By: _____

Print Name: _____

Date: _____

Preschool Promise, Inc.

By: _____

Print Name: Deborah Feldman

Title: Board of Trustees Chair

Date: 12/12/2019

Preschool Promise, Inc.

By: _____

Print Name: Robyn Lightcap

Title: Executive Director

Date: 12/12/2019

Senior Outreach Specialist Meghann Clevenger

This contract is made by and between Preschool Promise, Inc. and Meghann Clevenger (the "Consultant"), and effective as of January 1, 2020 the ("Effective Date").

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

I. Term. The term of this contract runs January 1, 2020 through December 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 \$20 per hour worked upon receiving an invoice, not to exceed \$26,000 for the term that this contract is in effect, unless otherwise agreed to in writing by the parties.

IV. Invoicing. Reference Exhibit A for invoicing details. If invoice is turned in late payment may be delayed. Payment will be made within 30 days of receipt of invoice.

V. 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.

VI. 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.

VII. 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.

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

IX. 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.

X. Amendment. This contract may be modified or amended in writing signed by both parties.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. Survival. Sections VII, XIII, and XVI shall survive any termination of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on this 12th day of
December, 2020.

Consultant

Preschool Promise, Inc.

Signed: _____

Signed: _____

Title: Deborah Feldman, Board of Trustees Chair

Signed: _____

Title: Robyn Lightcap, Executive Director

Senior Outreach Specialist – Meghann Clevenger
Exhibit A

I. Introduction

Meghann Clevenger will recruit families to join the participating Preschool Promise programs; generate demand and excitement for high quality Preschool, inspire community leaders and organizations to promote the Preschool Promise. It is important to note that there are three main types of Preschool providers: 1) Public School Preschools; 2) Miami Valley Child Development Centers/Head Start; and 3) community-based childcare and Preschool programs, including family childcare providers. Each Preschool provider has its own preferred methods of recruiting families, and the Preschool Promise Outreach Team must have strong, positive working relationships with their teams so that the overall marketing and recruitment plan is beneficial for all.

Goals for Position

- All seats in participating Preschool Promise providers are filled.
- Families enroll their 4-year-old children in high quality Preschools.
- Families understand their options for affordable high-quality Preschool.
- Families know which Preschools in their community or near their places of employment/school are high quality.
- Families and the community understand the value of high-quality Preschool for children and, ultimately, for improving educational attainment and workforce development in the wider community.
- Families who do not have their children in a Preschool enroll their children in a program.
- Families with children under the age of 4 begin to learn about Preschool and the importance of choosing high quality programs for their younger children.
- The Preschool Promise is recognized as a trusted brand for families of young children and the Greater Dayton community.
- Preschool enrollment increases.
- Children attend Preschool every day and on-time (achieving 90% or better attendance).
- Build leads of potential families interested in being part of the Preschool Promise for the current and future school years. This involves collecting names and contact information for families who will become part of a Preschool Promise contact list.

The principal goal is to fill all available high quality Preschool seats and create demand for more high quality seats, leading to increased supply.

Audience

- Families of Preschoolers: Families with 4-year-old children are able to enroll their child in the Preschool Promise. Currently, just over a quarter of Dayton families do not enroll their children in Preschool, while another quarter choose Preschool programs that are not designated as high quality.
- Families of Children under 4: Families with children under age 4 are potential future Preschool Promise families. It is important that they know about the Preschool Promise and are inspired to join when their child turns 4.
- Organizations that Serve Families: Organizations that serve families (ex. churches, social service organizations, health professionals) need to know about the Preschool Promise, and we are eager for them to refer families to the Preschool Promise. These organizations are often influential messengers because families trust them.
- Places Families Frequent: Places where families live their day-to-day lives (grocery stores, laundromats, restaurants, hair salons, etc.) are important partners that can spread the word about the Preschool Promise. These entities are key to increasing the visibility of the Preschool Promise, and they can provide non-traditional and creative marketing opportunities.

II. Scope of Work

The Senior Outreach Specialist shall work on the following items:

1. Staff community outreach efforts
 - Attend community events
 - Host tables at identified community organizations
 - Canvass neighborhoods
2. Build relationships with community organizations, businesses, key influencers and share appropriate information and resources (also potentially other Preschool providers that are not part of the Preschool Promise and may be recruited in the future)
3. Map and identify community assets in the City of Dayton into neighborhood clusters
 - Identify community resources (churches, community centers, libraries, cultural centers, etc.) in each quadrant/neighborhood cluster
 - Identify businesses that can be partners
 - Identify events to attend in order to recruit families and share information about Preschool Promise
 - Identify key influencers
4. Establish and implement quadrant recruitment and enrollment plans

- Establish quadrant and neighborhood goals by working with the Preschool Promise staff using data provided by the Preschool Promise
 - Develop neighborhood “on-the-ground” plans
 - Schedule neighborhood information forums with key influencers
 - Conduct weekly quadrant “reviews” and share reports with the Preschool Promise
5. Evaluate marketing and communication strategies, plans, and implementation with the Preschool Promise staff and partners
 - Attend weekly reviews to analyze success of various recruitment strategies
 6. Attend required training provided by the Preschool Promise
 7. Meet regularly with the Preschool Promise Director of Community Engagement and Outreach to ensure successful execution of the contract
 8. Provide input to the Preschool Promise Director of Community Engagement and Outreach on appropriate media placement of messaging
 9. Recruit in population-specific, targeted ways
 10. Identify existing community events that the Preschool Promise can participate in to help promote Preschool Promise’s messages
 11. Help plan and staff Preschool Promise events for families in partnership with the Preschool Promise staff (event costs will be funded by the Preschool Promise)
 12. Recruit volunteers to assist with the grassroots campaign and events

III. Cost of Effort

The Senior Outreach Specialist cost is, not to exceed \$26,000.

IV. Payment Schedule

The Senior Outreach Specialist cost is for work billed from January 1, 2020 – December 31, 2020. To perform the Services, Preschool Promise, Inc. agrees to pay consultant \$20/hour upon receiving an invoice with hours worked and tasks completed, not to exceed, \$26,000 for the term of this contract is in effect, unless otherwise agreed to in writing by the parties. The Senior Outreach Specialist will invoice Preschool Promise, Inc. using a reporting form provided to Consultant by Preschool Promise, Inc. The invoice is due by the 5th and 20th each month by 5:00pm on the “Invoice Due Date” to the following: Attn: Ashley Marshall, ashley.marshall@preschoolpromise.org. The contract,

Work Dates:	Invoice Due Date:	Payment By Date:
January 1-15, 2020	January 20, 2020	February 19, 2020
January 16-31, 2020	February 5, 2020	March 6, 2020
February 1-15, 2020	February 20, 2020	March 21, 2020

February 16-28, 2020	March 5, 2020	April 5, 2020
March 1-15, 2020	March 20, 2020	April 19, 2020
March 16-31, 2020	April 5, 2020	May 5, 2020
April 1-15, 2020	April 20, 2020	May 20, 2020
April 16-30, 2020	May 5, 2020	June 4, 2020
May 1-15, 2020	May 20, 2020	June 19, 2020
May 16-31, 2020	June 5, 2020	July 5, 2020
June 1-15, 2020	June 20, 2020	July 20, 2020
June 16-30, 2020	July 5, 2020	August 4, 2020
July 1-15, 2020	July 20, 2020	August 19, 2020
July 16-31, 2020	August 5, 2020	September 4, 2020
August 1-15, 2020	August 20, 2020	September 19, 2020
August 16-31, 2020	September 5, 2020	October 5, 2020
September 1-15, 2020	September 20, 2020	October 20, 2020
September 16-30, 2020	October 5, 2020	November 4, 2020
October 1-15, 2020	October 20, 2020	November 19, 2020
October 16-30, 2020	November 5, 2020	December 5, 2020
November 1-15, 2020	November 20, 2020	December 20, 2020
November 16-30, 2020	December 5, 2020	January 4, 2020
December 1-15, 2020	December 20, 2020	January 19, 2020
December 16-31, 2020	January 5, 2020	February 4, 2020

ADDENDUM TO THE FUNDING AGREEMENT

THIS ADDENDUM TO THE FUNDING AGREEMENT (the “Addendum”) is effective as of December 12, 2019 (the “Effective Date”) by and between **DAYTON PUBLIC SCHOOLS** (“DPS”) and **PRESCHOOL PROMISE, INC.**, an Ohio non-profit corporation (“PPI”) collectively, the (“Parties”).

WHEREAS, DPS and PPI entered into a Funding Agreement commencing on June 26, 2019 (“Original FA”) in which PPI, Inc. agreed to fund DPS for additional staff to open additional classrooms; and

WHEREAS, DPS and PPI now desire to amend the Funding Agreement, for an additional \$50,000 to open an additional classroom at Rosa Parks in January 2020 that will serve an additional twenty four-year-olds in accordance with this addendum.

NOW, THEREFORE, DPS and PPI agree as follows:

1. Governing Law. This Addendum shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.
2. Incorporation. All terms of the Funding Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein. If there is a conflict between the Funding Agreement and this Addendum, the parties will come to a mutual resolution.

[intentionally left blank – signature page follows]

IN WITNESS WHEREOF, DPS and PPI have executed this Addendum as of the Effective Date.

DAYTON PUBLIC SCHOOLS

PRESCHOOL PROMISE

By: _____

By: _____

Name: _____

Name: Deborah Feldman

Title: _____

Title: Board of Trustees Chair

DAYTON PUBLIC SCHOOLS

PRESCHOOL PROMISE

By: _____

By: _____

Name: _____

Name: Robyn Lightcap

Title: _____

Title: Executive Director

DAYTON PUBLIC SCHOOLS

PRESCHOOL PROMISE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FUNDING AGREEMENT FOR PRESCHOOL PROMISE

This Funding Agreement (the “Agreement”), is made and entered into on this _____ day of December 2019, by and between Preschool Promise, Inc. (“PPI”), an Ohio nonprofit corporation, and Omega Community Development Corporation (“Omega CDC”), an Ohio nonprofit corporation.

WITNESSETH

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

WHEREAS, in order to meet the foregoing objectives, PPI has developed a Preschool Expansion Fund to provide certain financial support in order to encourage providers of preschool services to initiate or expand their services within Montgomery County so that there are more high-quality preschool seats available to four and five year old children who are residents of Montgomery County (in their last year prior to entering kindergarten) (“Eligible Preschool Students”) residing within Montgomery County and to further assure such children’s readiness for kindergarten and future success in later education (the “Expansion Fund”);

WHEREAS, Omega CDC intends to construct the Hope Center for Families (the “Hope Center”) comprised of an approximately 26,000 square foot facility on certain property located on the Harvard Campus in the Dayton View community of northwest Dayton (the “Dayton View Community”);

WHEREAS, Omega CDC intends for the Hope Center to be a flagship project for the Dayton View Community, and Omega CDC intends to offer programs to advance the evidence-based two-generational model for reduction of poverty at the Hope Center, with a focus on: (i) the educational preparedness, success, health and wellness of children, and (ii) employment and financial viability of the adults in such children’s lives (the “Two-Generation Model”);

WHEREAS, in order to implement the Two-Generation Model, Omega CDC intends to provide workforce education and other services at the Hope Center, and to enter into lease agreements with: (i) Dayton Children’s Hospital to provide pediatric and related services to residents of the Dayton View Community and others (the “Pediatric Services”), and (ii) Sinclair Community College to provide educational services to residents of the Dayton View Community and others (the “Adult Education Services”);

WHEREAS, to further implement the Two-Generation Model and to meet the objectives of PPI, Omega CDC desires to construct and operate an early childhood care and learning center (the “Learning Center”) that will be operated pursuant to a certain “Learning Center Operating Agreement” with Mini University, Inc. (“Mini University”), and will provide for eighty additional preschool seats (with forty of the additional preschool seats set aside for Eligible Preschool Students) (“Additional Preschool Seats”);

WHEREAS, Omega CDC and PPI desire for the Additional Preschool Seats to be available for enrollment beginning in the first quarter of 2021 and for the Learning Center to be open for business beginning on or about April 1, 2021 (the “Commencement Date”); however, Omega CDC and PPI may mutually agree to revise the Commencement Date in the event of construction or project delays in the construction of the Learning Center;

WHEREAS, Omega CDC has reviewed the costs of constructing and operating the portion of the Hope Center that will house the Learning Center and the value of such construction and operation to providing the Additional Preschool Seats within the Dayton View Community in a setting that offers the highest opportunity for student success;

WHEREAS, PPI recognizes: (i) the opportunities provided by the Hope Center and its implementation of the Two-Generation Model, (ii) such Two-Generation Model’s potential for supporting PPI’s objectives and providing “pilot program data” to assist PPI in evaluating the Two-Generation Model for future PPI initiatives, (iii) the unique opportunities related to co-locating the Additional Preschool Seats with the Pediatric Services and the Adult Education Services, and (iv) the high-quality of the preschools currently operated by Mini University at other locations;

WHEREAS, PPI recognizes that so long as Mini University is acting under the Learning Center Operating Agreement, Omega CDC intends to provide a 100% subsidy for the facility costs related to the additional Learning Center, and such subsidy will allow Mini University to set aside and enroll Eligible Preschool Students in the Additional Preschool Seats and provide its traditional high-quality programming upon the opening of the Learning Center; and

WHEREAS, PPI desires to allocate certain funds from the Expansion Fund to support the development and implementation of the Additional Preschool Seats (“Funds”).

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 Montgomery County 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 the Hope Center, Omega CDC agrees to: (i) provide the physical facility for the Additional Preschool Seats, and (ii) to support the cost of developing and implementing the Additional Preschool Seats through its Learning Center Operating Agreement, including requiring in such agreement for all appropriate staffing and other resources needed, all in cooperation with PPI as detailed in the Scope of Work (Exhibit A) (collectively, the “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, subject to earlier termination as provided in Articles Three and Eight hereof, on June 30, 2025 (the “Term”).

ARTICLE THREE: PAYMENT AND INVOICING

Omega CDC will keep PPI advised as to the progress on the construction of the Learning Center and the expected Commencement Date.

For purposes of this Agreement, a Performance Year shall be the period commencing with the Commencement Date, or an anniversary thereof, and ending on the date twelve months thereafter.

PPI agrees to provide the following funding to Omega CDC from the Funds:

\$240,000.00 for the period from the Commencement Date until the first anniversary of the Commencement Date, payable in equal monthly installments of \$20,000 per month (the “First Performance Year”);

At the end of the First Performance Year, and at the end of each Performance Year thereafter during the Term of this Agreement, PPI will evaluate the effectiveness of Omega CDC’s operations and determine, in its sole and absolute discretion, whether Omega CDC has met the Deliverables and Commitments to PPI’s satisfaction. If the Deliverables and Commitments have not been met to PPI’s satisfaction, PPI shall have the sole right to terminate this Agreement upon written notice to Omega CDC or otherwise renegotiate the terms of this Agreement to reflect the appropriate arrangement between the parties.

If the Deliverables and Commitments have been met in accordance with the terms of this Agreement to PPI’s satisfaction, this Agreement shall be extended for an additional Performance Year for up to three successive Performance Years; provided, however: (i) if there is a material change in PPI’s funding or performance that will be in effect for a Performance Year, PPI and Omega CDC will negotiate in good faith as to the possible adjustment of the amount of payments for such Performance Year, taking into account the impact of such adjustment on the financial requirements of PPI and of Omega CDC, and (ii) after June 30, 2025, PPI shall have no obligation to make any payments for performance by Omega CDC ~~occurring after January 1, 2026~~ under this Agreement.

Omega CDC shall invoice PPI monthly for operating costs directly or indirectly incurred in providing the Additional Preschool Seats, (including, but not limited to such costs related to common areas used to provide services for the Additional Preschool Seats [e.g., parking, receptions, infirmary, kitchen, family area, story time area, recreation area, laundry area]), and the cost of staffing provided by Mini University in connection with such Additional Preschool

Seats all in an amount not to exceed \$20,000 for each month and directed to Preschool Promise, Inc., ATTN: Director of Operations, 4801 Springfield St., Dayton, Ohio 45431.

Subject to PPI's approval of Omega CDC's invoices in whole or in part, PPI shall pay Omega CDC within 45 days after receipt of Omega CDC'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 Omega CDC, to written evidence of the costs and expenses incurred by Omega CDC that are invoiced above.

Omega CDC 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

Omega CDC, at its sole cost and expense, shall keep current and accurate account of its use of the Funds it receives from PPI. Omega CDC 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 Omega CDC and Omega CDC shall, upon written request of PPI, provide progress reports to the requesting party reflecting the progress of the Omega CDC Deliverables and Commitments 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 Omega CDC. Visits to the Hope Center facilities shall be permitted during the Hope Center's regular operating hours.

Omega CDC, at its sole cost and expense, shall prepare and provide to PPI quarterly summaries of the Omega CDC Deliverables and Commitments and Omega CDC's use of the Funds received from PPI. Omega CDC 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, Omega CDC'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, Omega CDC shall immediately take any and all actions necessary to rectify such exception. In the event Omega CDC fails to rectify the fiscal audit exception, Omega CDC 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 Omega CDC'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: WITH CAUSE 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 Omega CDC, 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

Omega CDC 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. Upon request, Omega CDC shall provide to PPI a certificate of insurance.

ARTICLE ELEVEN: CONFLICT OF INTEREST

Omega CDC 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 Omega CDC 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 Omega CDC 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 Omega CDC, Omega Community Development Corporation 1800 Harvard Blvd. Dayton, Ohio 45406

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 Omega CDC Deliverables and Commitments, 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 Omega CDC and PPI, each by a duly authorized representative, have executed this Agreement as of the day and date set forth below.

PRESCHOOL PROMISE, INC.

By _____

Title Deborah Feldman, Board of Trustees Chair

Date 12/12/2019

By _____

Title Robyn Lightcap, Executive Director

Date 12/12/2019

OMEGA COMMUNITY DEVELOPMENT CORPORATION

By _____

Title _____

Date: _____

EXHIBIT A - Scope of Work

Omega Community Development Corporation and Preschool Promise, Inc. Partnership

Background

Preschool Promise, Inc. (hereinafter referred to as “Preschool Promise”) is committed to partnering with Omega Community Development Corporation (hereinafter referred to as “Omega CDC”) to support the youngest learners at a location 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 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 Omega Community Development Corporation Commitment

Omega CDC would like to expand preschool services by opening eighty additional preschool seats located within the City of Dayton. This Scope of Work provides the details of how Preschool Promise will partner with Omega CDC starting in the 2021-2022 school year to support this expansion of Preschool services.

Preschool Promise will fund the Omega CDC **to increase the total number of preschoolers at the Hope Center to 80 preschoolers with at least 40 of these children being 4- or 5-year-olds in the year before they enter kindergarten.** Preschool Promise will support Omega CDC by:

- 1) promoting the importance of quality Preschool to families to increase enrollment in all Preschools in Dayton;
- 2) supporting Omega CDC in opening additional preschool seats starting in the 2021-22 school year,
- 3) providing comprehensive evaluation across the initiative to inform strategies and improve outcomes for children in the Preschool years.

Omega CDC Commitments:

Preschool Promise is contracting with Omega CDC to provide the services detailed below, in cooperation with Mini-University –as appropriate, during the First Performance Year, subject to review annually as contemplated in the Agreement.

1. Request parents and guardians of all eligible children to sign a consent form provided by Preschool Promise
2. Provide a “Monthly Data File” with demographic information requested by Preschool Promise for all children with signed consent forms, including child attendance compared to scheduled days. This data file may be requested more frequently in order to sign families up more efficiently without missing the benefits of Preschool Promise, such as Star Attendance.
3. 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.
4. 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.
5. 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.
6. Submit attendance data monthly for all children enrolled in Preschool classrooms.
7. 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).
8. Display the Preschool Promise logo on appropriate materials and in all Omega CDC classrooms to help raise awareness about the importance of Preschool.
9. Post Preschool Promise signs outside and inside the building indicating the Preschool Promise partnership to promote awareness with all families.
10. Send teachers to Preschool Promise specialized training opportunities as appropriate.
11. Collaborate with Preschool Promise Staff so that Preschool Promise can help promote preschool programs to families and help fill all available seats, and identify possible marketing opportunities.
12. Share Preschool Promise Marketing Materials with Families (Fliers, Parent Postcards, etc.)
13. Conduct Information Sessions with Preschool Promise Staff for Preschool Teachers, and other relevant staff so that Omega CDC staff understand what Preschool Promise is.
14. Promote opportunities for parents and teachers to participate in focus groups and surveys to gather data to be used to improve Preschool Promise.
15. Use media (social media, e-blasts, etc.) to promote Preschool Promise.

Omega CDC Deliverables

By the Commencement Date, Omega CDC will have:

- Actively marketed the additional preschool seats so that the following objectives are satisfied:

- For the First Performance Year – average enrollment of 20 four and five year old children who are residents of Montgomery County (in their last year prior to entering kindergarten) (“Eligible Preschool Students”);
- For the second Performance Year – average enrollment of 30 Eligible Preschool Students; and
- For the third and fourth Performance Years – average enrollment of 35 Eligible Preschool Students
- An Operating Agreement with Mini University in place acceptable to Omega CDC and Mini University providing for a preschool program for the additional preschool seats consistent in quality to the Mini University sites operating at other locations.
- Constructed the Hope Center and provided for the additional preschool seats.
- Provided data files to Preschool Promise for those children whose family has given consent.

Throughout the school years included in the Term, Omega CDC will by the following dates – meet the following goals or such other program-wide-applied goals as determined by Preschool Promise from time to time.

By October 1, Omega CDC will have:

- Requested all parents/guardians of eligible children sign the Preschool Promise consent and star attendance form.
- Submitted all signed consent forms to Preschool Promise staff.

By November 1, Omega CDC will have:

- Participated in the CLASS and child assessments conducted by Preschool Promise contractors.

By February 1, Omega CDC will have:

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

By June 1, Omega CDC will have:

- Participated in the CLASS assessment conducted by Preschool Promise contractors.

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