



Board of Trustees Meeting

February 16, 2022 at 12-1:00 p.m.

[Virtual Meeting via Zoom](#)

Chair:	Debbie Feldman
Note Taker/Time Keeper:	Barbara Elrod
Members Expected to Attend:	<input type="checkbox"/> PJ Brafford <input type="checkbox"/> Deborah Feldman <input type="checkbox"/> Anissa Lumpkin <input type="checkbox"/> Jane McGee-Rafal <input type="checkbox"/> Jamie Rippey <input type="checkbox"/> Angeline Washington
Members Expected Absent:	
Guests:	Joshua Ward, Jonathan Washington
Vision:	All Montgomery County, Ohio children are ready for kindergarten.
Mission:	Preschool Promise ensures that children are ready for Kindergarten by equipping Preschools and families with exceptional support, coaching, and education.

CALL TO ORDER	
1. Call to Order	Debbie Feldman
2. Approval of Minutes <ul style="list-style-type: none"> December 8, 2021 meeting 	
Action Needed: Approval of Minutes	

EXECUTIVE DIRECTOR REPORT	
<ul style="list-style-type: none"> Strategic Planning Process, Wage Pilot Progress, Readiness Summit Enrollment Job Fair Focus Groups with Administrators & Teachers 	Robyn Lightcap Ashley Marshall Emily Broughton Sandra Raye-Redmond

2251 Timber Lane | Dayton, Ohio 45414

FINANCIAL	
3. Recommend review and approval of the financial statements ending December 31, 2021.	Marie Giffen
Action Needed: Approval of Financial Statements	

ACTION ITEMS	
4. Recommend approval of the Outreach Specialist MOU template for both Seasonal and Year Round positions as presented under separate cover.	Emily Broughton
5. Recommend approval of an extension through July 31, 2022 for the Pop Up Playgroup & Preschool Pilot with On Purpose Academy in an amount not to exceed \$59,000.00.	Ashley Marshall
6. Recommend approval of a contract with Kathleen Moore to provide professional development, coaching and consultation during November 1, 2021 through October 31, 2022 in the amount not to exceed \$23,650.	Sandra Raye-Redmond
7. Recommend approval of a contract with EC Learn to provide CLASS Assessments at assigned Preschool Promise sites, complete written reports for each completed assessment and submit CLASS scores. The assessments will be conducted from February 16-June 1, 2022 at a cost not to exceed \$24,000.00.	
8. Recommend approval of a purchase agreement with Ohio Valley AV in the amount of \$10,442.82 for equipment and installation for the conference room.	Robyn Lightcap
Action Needed: Approval of Action Items 5-9	

DISCUSSION ITEMS	
<ul style="list-style-type: none"> The Committee to Transform Preschool for Black Boys Report Marketing & Outreach Spotlight 	Robyn Lightcap Emily Broughton

ADJOURN	
9. Adjourn	Debbie Feldman

Upcoming Board Meetings

2022 Dates	Planned Key Topics
Thursday, April 21, 2022	Review of audited financials
Wednesday, June 29, 2022	
Thursday, September 1, 2022	
Tuesday, October 25, 2022	Tentative In-Person: Review of 2021-2022 school year data
Wednesday, December 7, 2021	2023 Budget



Board of Trustees Meeting MINUTES

December 8, 2021

12:00 p.m. – 1:00 p.m.

Virtual Meeting via Zoom

Dayton & Montgomery County

Chair:	Debbie Feldman
Note Taker/Time Keeper:	Barbara Elrod
Members Present:	<input checked="" type="checkbox"/> PJ Brafford <input checked="" type="checkbox"/> Deborah Feldman (joined at 12:12 p.m.) <input checked="" type="checkbox"/> Anissa Lumpkin <input type="checkbox"/> Jane McGee-Rafal <input checked="" type="checkbox"/> Jamie Rippey <input type="checkbox"/> Angeline Washington
Members Absent:	Jane McGee-Rafel, Angeline Washington
Guests:	Richard Stock, Mary Fuhs
Vision:	All Montgomery County, Ohio children are ready for kindergarten.
Mission:	Preschool Promise ensures that children are ready for Kindergarten by equipping Preschools and families with exceptional support, coaching, and education.

CALL TO ORDER / EXECUTIVE DIRECTOR REPORT

1. CALL TO ORDER

Meeting was called to order at 12:08 p.m. by Anissa Lumpkin.

2. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Board reviewed minutes from the meeting held on October 28, 2021.

Anissa Lumpkin motioned for approval.

Jamie Rippey seconded the motion.

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

EXECUTIVE DIRECTOR REPORT

Robyn Lightcap discussed the collaboration work between Learn to Earn Dayton and Preschool Promise that was approved during the October meeting. She took a moment to introduce Hope Vuto who is working alongside the Prenatal to 3 programs to enrich child development and her close work with area families.

Emily Broughton introduced Josh Weston, a new staff member, that will be working on our social media content. She also shared a recent video production where the Marketing team worked closely with several partners, including the Gem City Market and Children's Medical Center to highlight them and the POP location at the Market.

Ashley Marshall reported that we have 1,800 fully enrolled Preschool Promise students, with 2,500 attending our sites. The Operations team is excited to announce that they have reached their goal and are continuing to enroll additional students and reaching out with a program called “Cocoa & Conversations” to increase communications with Preschool Promise and center/site teams.

Robyn reported on the Northwest Dayton Partnership and spoke about the Wage Pilot that is in the design stages and will be piloted during the summer of 2022. She also reported on the Step Up to Quality - State of Ohio program and how voices are needed to keep the program in place. She stated that she will be testifying in the coming months on this issue.

ACTION ITEMS

3. REVIEW AND APPROVAL OF FINANCIALS

The Board approved the presented financial statements as of September 30, 2021.

Anissa Lumpkin motioned for approval.

PJ Brafford seconded the motion.

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

4. TAX FORM 990

The Board approved the Tax Form 990 via email on November 12, 2021 and then during this Board meeting.

Anissa Lumpkin motioned for approval.

Jamie Rippey seconded the motion.

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

5. FISCAL YEAR 2020 BUDGET APPROVAL

The Board reviewed and approved the budget for Fiscal Year 2022.

PJ Brafford motioned for approval.

Anissa Lumpkin seconded the motion.

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

6. TUITION ASSISTANCE - TIER R POLICY APPROVAL

The Board reviewed and approved the Tuition Assistance - Tier R policy.

7. AGREEMENT ADDENDUM APPROVAL – Metrix Advisors

The Board approved to amend the agreement with Metrix Advisors, LLC in the amount of \$42,200.00 for an additional programmer to complete the project.

8. AGREEMENT ADDENDUM APPROVAL – Innovative Office Solutions

The Board approved to amend the agreement with Innovative Office Solutions in the amount of \$73,111.53 for additional equipment and installation costs.

9. FUNDING AGREEMENT APPROVAL – On Purpose Academy

The Board approved a funding agreement with On Purpose Academy to increase the number of available Preschool slots in the amount not to exceed \$110,500 to be billed monthly as outlined in the Agreement and Scope of Work.

10. FUNDING AGREEMENT APPROVAL – Immaculate Conception

The Board approved a funding agreement with Immaculate Conception to increase the number of available Preschool slots in the amount not to exceed \$15,000.00 to be billed monthly as outlined in the Agreement and Scope of Work.

11. CONTRACT APPROVAL – Lindsey DiBlasi

The Board approved of a contract with Lindsey DiBlasi as a Professional Development Consultant effective January 3, 2022 through June 30, 2022 in an amount not to exceed \$30,000.00.

12. CONTRACT ADDENDUM APPROVAL – KB Educational Staffing

The Board approved to amend the contract with *KB Educational Staffing* to include work for the Workforce program.

13. AGREEMENT APPROVAL - SHP

The Board approved an agreement with SHP to conduct individual child care facility assessments to create a capital improvement plan to identify upgrades necessary to maintain warm, safe and dry facilities. In the amount not to exceed \$40,000.00 effective through June 30, 2022.

Anissa Lumpkin motioned for approval of items 6-13.

PJ Brafford seconded the motion.

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

DISCUSSION ITEMS

Robyn Lightcap, Richard Stock and Mary Fuhs presented the 2020-21 School Year Data Review.

14. ADJOURN

Debbie Feldman adjourned the meeting at 1:09 p.m.

Preschool Promise, Inc.
Balance Sheet
As of December 31, 2021

	<u>Dec 31, 21</u>	
ASSETS		
Current Assets		
Checking/Savings		
1000 · Cash - PNC Checking	833,195.74	
Total Checking/Savings	<u>833,195.74</u>	
Accounts Receivable		
1100 · Accounts Receivable	2,649,982.22	most of this is 30 days or l
Total Accounts Receivable	<u>2,649,982.22</u>	
Other Current Assets		
1300 · Prepaid Star Attendance	33,789.78	
Total Other Current Assets	<u>33,789.78</u>	
Total Current Assets	<u>3,516,967.74</u>	
Fixed Assets		
1500 · Furniture and Equipment		
1550 · Accumulated Depreciation	-13,920.36	
1500 · Furniture and Equipment - Other	144,392.01	
Total 1500 · Furniture and Equipment	<u>130,471.65</u>	
Total Fixed Assets	<u>130,471.65</u>	
TOTAL ASSETS	<u><u>3,647,439.39</u></u>	
LIABILITIES & NET ASSETS		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	1,201,105.85	
Total Accounts Payable	<u>1,201,105.85</u>	
Credit Cards		
2100 · PNC Visa Business Options Card	19,872.53	
Total Credit Cards	<u>19,872.53</u>	
Other Current Liabilities		
2500 · Accrued Leased Employee Costs	-23,868.21	revised estimate with ESC,
2550 · Unearned Revenue	1,386,693.04	
Total Other Current Liabilities	<u>1,362,824.83</u>	
Total Current Liabilities	<u>2,583,803.21</u>	
Total Liabilities	<u>2,583,803.21</u>	
Net Assets		
3200 · Unrestricted Net Assets	463,961.45	
Net Income	599,674.73	
Total Net Assets	<u>1,063,636.18</u>	
TOTAL LIABILITIES & NET ASSETS	<u><u>3,647,439.39</u></u>	

Preschool Promise, Inc.
Profit & Loss Budget vs. Actual
January through December 2021

	TOTAL				Variance Explanations
	Jan - Dec 21	Budget	\$ Over Budget	% of Budget	
Change in Net Assets (Income/Expense)					
Income					
4300 · Direct Public Support					
4310 · Individual Contributions	1,314.00	0.00	1,314.00	100.0%	
4320 · Corporate Grants	25,991.00	0.00	25,991.00	100.0%	
4330 · Foundation Grants	804,072.00	69,000.00	735,072.00	1,165.32%	
4340 · Government Grants	6,686,845.96	7,390,000.00	-703,154.04	90.49%	
4350 · Gifts in Kind	61,164.87	55,000.00	6,164.87	111.21%	
Total 4300 · Direct Public Support	7,579,387.83	7,514,000.00	65,387.83	100.87%	
4600 · Other Types of Income					
4640 · Miscellaneous Revenue	4,588.72	0.00	4,588.72	100.0%	
Total 4600 · Other Types of Income	4,588.72	0.00	4,588.72	100.0%	
Total Income	7,583,976.55	7,514,000.00	69,976.55	100.93%	
Gross Profit	7,583,976.55	7,514,000.00	69,976.55	100.93%	
Expense					
6200 · Contract Services					
6210 · Accounting Fees	13,100.00	15,500.00	-2,400.00	84.52%	
6220 · Legal Fees	19,182.53	21,000.00	-1,817.47	91.35%	
6230 · Outside Contract Services	121,058.86	41,750.00	79,308.86	289.96%	high for coaches training, Cognitians and Birth to 3 contract
Total 6235 · Coaching & Training for Provide	1,007,436.21	1,231,779.09	-224,342.88	81.79%	
6236 · Communications Field Campaign	56,162.10	109,500.00	-53,337.90	51.29%	
6238 · Research and Evaluation Contrac	250,125.69	263,498.00	-13,372.31	94.93%	
6240 · Communications & Design Work	155,232.91	108,630.00	46,602.91	142.9%	trending a little higher than budget for Playboxes
6242 · Photography, Video, Audio Prod.	55,087.50	35,000.00	20,087.50	157.39%	trending a little higher than budget for Playboxes
6260 · Website And Database Dev't	18,542.50	39,000.00	-20,457.50	47.55%	
6270 · Call Ctr & Eligibility Determin	92.50	200.00	-107.50	46.25%	
Total 6200 · Contract Services	1,696,020.80	1,865,857.09	-169,836.29	90.9%	
6300 · Facilities and Equipment					
6310 · Depr and Amort - Allowable	0.00	0.00	0.00	0.0%	
6320 · Donated Facilities	52,929.84	55,000.00	-2,070.16	96.24%	
6350 · Rent, Parking, Utilities	7,364.25	1,000.00	6,364.25	736.43%	Passport to Kindergarten event but covered by grant
6360 · Office equipment & furniture	74,979.42	11,400.00	63,579.42	657.71%	didn't budget for add'l space
Total 6300 · Facilities and Equipment	135,273.51	67,400.00	67,873.51	200.7%	
6500 · Operations					
6510 · Books, Subscriptions, Reference					
6512 · Web services and subscriptions	37,388.11	49,109.00	-11,720.89	76.13%	
6510 · Books, Subscriptions, Reference - Other	39,978.09	8,713.00	31,265.09	458.83%	Passport to K books more than budget
Total 6510 · Books, Subscriptions, Reference	77,366.20	57,822.00	19,544.20	133.8%	
6515 · Memberships	819.00	0.00	819.00	100.0%	
6520 · Postage, Mailing Service	174,861.71	103,880.00	70,981.71	168.33%	
6530 · Printing and Copying	101,341.34	93,875.00	7,466.34	107.95%	
6535 · Promotional Items	150,442.09	81,600.00	68,842.09	184.37%	increased spending in 4th quarter since overall underbudget

Preschool Promise, Inc.
Profit & Loss Budget vs. Actual
January through December 2021

	TOTAL				Variance Explanations
	Jan - Dec 21	Budget	\$ Over Budget	% of Budget	
6540 · Supplies	58,695.69	40,050.00	18,645.69	146.56%	increased spending with additional staff and office space
6550 · Telephone, Telecommunications	24,162.55	17,022.00	7,140.55	141.95%	
6565 · Marketing - Paid Media	100,349.53	108,000.00	-7,650.47	92.92%	
6567 · Gift Cards / Gifts	2,845.41	7,875.00	-5,029.59	36.13%	
6580 · Events	4,747.75	8,300.00	-3,552.25	57.2%	
6582 · Social Media	980.87	792.00	188.87	123.85%	
6586 · Teacher / parent stipends	237,244.55	287,750.00	-50,505.45	82.45%	
6587 · Teacher Promise Stipends	206,700.00	247,280.00	-40,580.00	83.59%	
Total 6500 · Operations	1,140,556.69	1,054,246.00	86,310.69	108.19%	
6600 · Other Types of Expenses					
6610 · Insurance - Liability, D and O	9,345.00	9,000.00	345.00	103.83%	
6615 · Quality Assistance Stipends	480,401.06	745,000.00	-264,598.94	64.48%	
6620 · Quality Expansion for Providers	401,067.50	803,914.00	-402,846.50	49.89%	
6627 · Attendance Initiative	34,256.83	86,000.00	-51,743.17	39.83%	
6630 · Tuition Assistance	1,227,609.62	811,500.00	416,109.62	151.28%	we underbudgeted
6631 · Tuition Assistance Pandemic	45,972.00	0.00	45,972.00	100.0%	
6640 · Parent Advisory Board	0.00	600.00	-600.00	0.0%	
6642 · Family engagement/ parent comm	506,207.63	785,053.02	-278,845.39	64.48%	
6645 · Bank Fees	1,167.78	1,500.00	-332.22	77.85%	
6650 · Training / Education	37,828.91	31,600.00	6,228.91	119.71%	
Total 6600 · Other Types of Expenses	2,743,856.33	3,274,167.02	-530,310.69	83.8%	
6750 · Leased Employees	1,222,065.10	1,226,279.89	-4,214.79	99.66%	
6800 · Travel and Meetings					
6810 · Conference, Convention, Meeting	985.13	0.00	985.13	100.0%	
6815 · Mileage	8,946.00	7,170.00	1,776.00	124.77%	
6820 · Travel					
6822 · Lodging	1,011.00	6,000.00	-4,989.00	16.85%	
6825 · Parking	389.40	380.00	9.40	102.47%	
6827 · Travel-other	0.00	2,000.00	-2,000.00	0.0%	
6820 · Travel - Other	7,528.78	0.00	7,528.78	100.0%	
Total 6820 · Travel	8,929.18	8,380.00	549.18	106.55%	
6830 · Meals					
6830A · Meals - Meetings	4,354.51	5,200.00	-845.49	83.74%	
6830B · Meals- Travel	633.38	0.00	633.38	100.0%	
6830C · Meals- Events	14,262.27	5,300.00	8,962.27	269.1%	Cookies in provider welcome kits
6830D · Meals- Training	8,418.92	0.00	8,418.92	100.0%	
6830E · Meals- Pandemic	0.00	0.00	0.00	0.0%	
Total 6830 · Meals	27,669.08	10,500.00	17,169.08	263.52%	
Total 6800 · Travel and Meetings	46,529.39	26,050.00	20,479.39	178.62%	
Total Expense	6,984,301.82	7,514,000.00	-529,698.18	92.95%	Overall underbudget
Change in Net Assets (Income/Expense)	599,674.73	0.00	599,674.73	100.0%	

Seasonal Outreach Specialist

This contract is made by and between Preschool Promise, Inc. and _____ (the "Consultant"), and effective as of **March 21, 2022** the ("Effective Date").

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

I. Term. The term of this contract runs **March 21 through September 30, 2022**. 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 \$5,500** 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 the 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 ventures, 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. Release. Except in regards to any payments due from Preschool Promise, Inc. to Consultant as set forth in this contract, Consultant expressly waives and releases any and all claims, actions, complaints, grievances, and causes of action, direct, indirect or consequential, of whatever nature, whether known or unknown, which exist or may exist, in any jurisdiction, against Preschool Promise, Inc. and its agents, due to circumstances beyond Preschool Promise, Inc.'s reasonable control including, but not limited to, the following events: (i) acts of God; (ii) flood, fire, earthquake, explosion, meteor strike, tornados, epidemics, pandemics, or quarantines; (iii) exposure to or contraction of illness (iv) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, or cyber-attacks; (v) government order, law, actions, or restrictions, whether valid or invalid; (vi) national or regional emergency; (vii) shortage of materials, infrastructure, or transportation; (viii) strikes, labor difficulties, slowdowns; and (ix) any other events or circumstances beyond the reasonable control of Preschool Promise, Inc.

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

X. 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.

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

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. Termination Due to Funding Reduction. Consultant understands and agrees that Preschool Promise, Inc. may, at any time terminate or amend this contract due to reduced or eliminated funding from the City of Dayton and/or Montgomery County. Preschool Promise will give the Consultant 60 days' notice of any termination or proposed amendments to this contract. In the event that Consultant receives a notice of termination or a proposed contract amendment from Preschool Promise, Inc., payment will be rendered to Consultant by Preschool Promise, Inc. on the amended terms for Services actually delivered at the time of receipt of the notice of termination.

XIX. Survival. Sections VII, XIV, and XVII shall survive any termination of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on this ____ day of _____, 2022.

Consultant

Preschool Promise, Inc.

Signed: _____

Signed: _____

Title: _____

Signed: _____

Title: _____

Outreach Specialist

Exhibit A

Outreach Specialist will help spread the word about the importance of Preschool, connect with families with young children, and collect contact information/leads for people who could join the Preschool Promise family. Preschool Promise's goal is to help all children in Montgomery County be ready for success in kindergarten and life, and the Outreach Specialist plays an important role in recruiting families and making sure all children can attend a high-quality Preschool. The Outreach Specialist will maintain an excellent reputation and work ethic while representing Preschool Promise in the outreach activities.

Responsibilities

Participate in training and weekly meetings

1. Attend required 2022 training, including: March 22-24, 5:30-7:30PM
2. Attend weekly check-in meetings with other Outreach Specialists to share ideas every Monday March 28 through September 26, 2022 from 5:30-7:30 p.m. at the Preschool Promise offices, 2251 Timber Lane, Dayton, OH 45414.

Participate in outreach activities

3. Staff community outreach events, including but not limited to hosting tables at key community organizations' events and participating in door-to-door canvassing. Collect leads and enter leads in the database.
4. Set up tent, tables, and marketing materials to work at events.
5. Transport tent and materials in vehicle to work at events.
6. Attend events at Preschool Promise partner Preschools to share information with families.
7. Find neighborhoods in targeted communities and canvass to recruit families.
8. Participate in phone-a-thons to connect with families.

Suggest and initiate outreach ideas

9. Present new and innovative ideas for outreach to the Preschool Promise staff.
10. Work with community partners to coordinate new event ideas.

Compensation and Term

Hours will vary week-to-week, with hours ranging from 8-20 hours/week. Consultant will be compensated **\$20/hour**, plus reimbursement for expenses such as mileage or materials, if Preschool Promise staff pre-approved the expenses. The Outreach Specialist will submit hours worked using a reporting system provided by Preschool Promise, Inc. The time should be submitted in the reporting system by the 5th of each month for the hours worked from the 15th of the month to the end of the month, and by the 20th of each month for the hours worked from the 1st of the month to the 15th. A table is provided below to clarify hours worked and when the time must be submitted in the reporting system.

<u>Work Period</u>	<u>Time Due in System</u>
---------------------------	----------------------------------

March 21-31	April 5
April 1-15	April 20
April 16-30	May 5
May 1-15	May 20
May 16-31	June 5
June 1-15	June 20
June 16-30	July 5

July 1-15	July 20
July 16-31	August 5
August 1-15	August 20
August 16-31	September 5
September 1-15	September 20
September 16-30	October 5

Year-Round Outreach Specialist

This contract is made by and between Preschool Promise, Inc. and _____ (the "Consultant"), and effective as of **March 21, 2022** the ("Effective Date").

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

I. Term. The term of this contract runs **March 21 through September 30, 2022**. 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 **\$22 per hour** worked upon receiving an invoice, **not to exceed \$9,500** 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 the 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 ventures, 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. Release. Except in regards to any payments due from Preschool Promise, Inc. to Consultant as set forth in this contract, Consultant expressly waives and releases any and all claims, actions, complaints, grievances, and causes of action, direct, indirect or consequential, of whatever nature, whether known or unknown, which exist or may exist, in any jurisdiction, against Preschool Promise, Inc. and its agents, due to circumstances beyond Preschool Promise, Inc.'s reasonable control including, but not limited to, the following events: (i) acts of God; (ii) flood, fire, earthquake, explosion, meteor strike, tornados, epidemics, pandemics, or quarantines; (iii) exposure to or contraction of illness (iv) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, or cyber-attacks; (v) government order, law, actions, or restrictions, whether valid or invalid; (vi) national or regional emergency; (vii) shortage of materials, infrastructure, or transportation; (viii) strikes, labor difficulties, slowdowns; and (ix) any other events or circumstances beyond the reasonable control of Preschool Promise, Inc.

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

X. 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.

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

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. Termination Due to Funding Reduction. Consultant understands and agrees that Preschool Promise, Inc. may, at any time terminate or amend this contract due to reduced or eliminated funding from the City of Dayton and/or Montgomery County. Preschool Promise will give the Consultant 60 days' notice of any termination or proposed amendments to this contract. In the event that Consultant receives a notice of termination or a proposed contract amendment from Preschool Promise, Inc., payment will be rendered to Consultant by Preschool Promise, Inc. on the amended terms for Services actually delivered at the time of receipt of the notice of termination.

XIX. Survival. Sections VII, XIV, and XVII shall survive any termination of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on this ____ day of _____, 2022.

Consultant

Preschool Promise, Inc.

Signed: _____

Signed: _____

Title: _____

Signed: _____

Title: _____

Year-Round Outreach Specialist

Exhibit A

Outreach Specialist will help spread the word about the importance of Preschool, connect with families with young children, and collect contact information/leads for people who could to join the Preschool Promise family. Preschool Promise’s goal is to help all children in Montgomery County be ready for success in kindergarten and life, and the Outreach Specialist plays an important role in recruiting families and making sure all children can attend a high-quality Preschool. The Outreach Specialist will maintain an excellent reputation and work ethic while representing Preschool Promise in the outreach activities.

Responsibilities

Participate in training and weekly meetings

1. Attend required 2022 training, including: March 22-24, 5:30-7:30PM
2. Attend weekly check-in meetings with other Outreach Specialists to share ideas every Monday March 28 through September 26, 2022 from 5:30-7:30 p.m. at the Preschool Promise offices, 2251 Timber Lane, Dayton, OH 45414.

Participate in outreach activities

3. Staff community outreach events, including but not limited to hosting tables at key community organizations’ events and participating in door-to-door canvassing. Collect leads and enter leads in the database.
4. Set up tent, tables, and marketing materials to work at events.
5. Transport tent and materials in vehicle to work at events.
6. Attend events at Preschool Promise partner Preschools to share information with families.
7. Find neighborhoods in targeted communities and canvass to recruit families.
8. Participate in phone-a-thons to connect with families.

Suggest and initiate outreach ideas

9. Present new and innovative ideas for outreach to the Preschool Promise staff.
10. Work with community partners to coordinate new event ideas.

Compensation and Term

Hours will vary week-to-week, with hours ranging from 8-20 hours/week. Consultant will be compensated **\$20/hour**, plus reimbursement for expenses such as mileage or materials, if Preschool Promise staff pre-approved the expenses. The Outreach Specialist will submit hours worked using a reporting system provided by Preschool Promise, Inc. The time should be submitted in the reporting system by the 5th of each month for the hours worked from the 15th of the month to the end of the month, and by the 20th of each month for the hours worked from the 1st of the month to the 15th. A table is provided below to clarify hours worked and when the time must be submitted in the reporting system.

<u>Work Period</u>	<u>Time Due in System</u>
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March 21-31	April 5
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May 1-15	May 20
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June 16-30	July 5

July 1-15	July 20
July 16-31	August 5
August 1-15	August 20
August 16-31	September 5
September 1-15	September 20
September 16-30	October 5

**Extension of Contract for Pop Up Playgroup & Preschool Pilot
Kim Jarvis & On Purpose Academy**

The parties hereby mutually agree to extend the Contract for Pop Up Playgroup and Preschool Pilot with Kim Jarvis and On Purpose Academy entered into as of December 9, 2020 between Preschool Promise, Inc. and On Purpose Academy.

This extension shall last until July 31, 2022.

To perform the Services, Preschool Promise, Inc. agrees to pay On Purpose Academy monthly installments of \$8,333.00; not to exceed \$59,000. Preschool Promise, Inc. agrees to pay On Purpose Academy as designated in the original contract.

Consultant

By: _____

Print Name: _____

Date: _____

Preschool Promise, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Preschool Promise, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Kathleen Moore

This contract is made by and between Preschool Promise, Inc. and Kathleen Moore (the “Consultant”), and effective as of 11/01/2021 the (“Effective Date”).

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

I. Term. The term of this contract runs November 1, 2021 through October 31, 2022. 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 \$30/hour upon receiving an invoice, not to exceed \$23,650 annually for the term that this contract is in effect, unless otherwise agreed to in writing by the parties. It is anticipated the Consultant will work an average of 8 hours a week or less on Passport to Kindergarten over the course of the contract year, and an average of 6 hours a week or less on the ODE Literacy project over the course of the year

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 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.

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. Release. Except in regards to any payments due from Preschool Promise, Inc. to Consultant as set forth in this contract, Consultant expressly waives and releases any and all claims, actions, complaints, grievances, and causes of action, direct, indirect or consequential, of whatever nature, whether known or unknown, which exist or may exist, in any jurisdiction, against Preschool Promise, Inc. and its agents, due to circumstances beyond Preschool Promise, Inc.'s reasonable control including, but not limited to, the following events: (i) acts of God; (ii) flood, fire, earthquake, explosion, meteor strike, tornados, epidemics, pandemics, or quarantines; (iii) exposure to or contraction of illness (iv) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, or cyber-attacks; (v) government order, law, actions, or restrictions, whether valid or invalid; (vi) national or regional emergency; (vii) shortage of materials, infrastructure, or transportation; (viii) strikes, labor difficulties, slowdowns; and (ix) any other events or circumstances beyond the reasonable control of Preschool Promise, Inc.

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

X. 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.

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

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. Termination Due to Funding Reduction. Consultant understands and agrees that Preschool Promise, Inc. may, at any time terminate or amend this contract due to reduced or eliminated funding from the City of Dayton and/or Montgomery County. Preschool Promise will give the Consultant 60 days' notice of any termination or proposed amendments to this contract. In the event that Consultant receives a notice of termination or a proposed contract amendment from Preschool Promise, Inc., payment will be rendered to Consultant by Preschool Promise, Inc. on the amended terms for Services actually delivered at the time of receipt of the notice of termination.

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

IN WITNESS WHEREOF, the parties have executed this contract on this ____ day of _____, 2022.

Consultant

Preschool Promise, Inc.

Signed: _____

Signed: _____

Title: _____

Signed: _____

Title: _____

**Exhibit A
Kathleen Moore**

I. Introduction

Kathleen Moore will provide professional development, coaching, and consultation on related projects as detailed below.

II. Scope of Work

1. Training for Infant/Toddler Teachers

- a. Collaborate with Preschool Promise Director of Quality and consultant Amy Kronberg to implement a monthly Professional Learning Community for infant/toddler teachers participating in the implementation of the Ohio Department of Education Comprehensive Literacy State Development Grant

2. Training for Preschool Teachers

- a. Collaborate with Passport to Kindergarten Project Manager and Teacher Mentors to implement a monthly Professional Learning Community for teachers participating in Passport to Kindergarten on Dialogic Reading and Language Development

3. Coaching for Passport to Kindergarten Preschool Teachers

- a. Coach teachers on implementing dialogic reading in their preschool classrooms

4. Passport to Kindergarten Meetings

- a. Communicate with Preschool Promise and Learn to Earn team regarding updates on trainings, projects, and programs
- b. Participate in team meetings to touch base regarding project progress

III. Cost of Effort

The Consultant will be paid at \$30/hour, not to exceed \$23,560 for the contract year.

IV. Invoicing

The Consultant cost is for work billed November 1, 2021 through October 31, 2022. The Consultant will invoice Preschool Promise by the 5th of the following month. Invoices will be sent to the Preschool Promise Director of Quality Education at sandra.raye-redmond@preschoolpromise.org. Invoices will include the date worked, type of work completed, number of hours worked and subtotaled in two categories:

- 1) ODE Consortium Grant
- 2) Passport to Kindergarten PNC Grant

CLASS Assessment Consultation EC Learn

This contract is made by and between Preschool Promise, Inc. and EC Learn (the "Consultant"), and effective as of February 16, 2022 the ("Effective Date").

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

I. Term. The term of this contract runs February 16, 2022 through June 1, 2022. 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 \$150/CLASS assessment, mileage, and cancelation fees as outlined in Exhibit A. The total not to exceed amount for this contract is \$24,000.00.

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 ventures, 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 statues, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246, as amended by Executive Orders 11375, 11478,

12107, and 12086, and Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio.

- 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. Release. Except in regards to any payments due from Preschool Promise, Inc. to Consultant as set forth in this contract, Consultant expressly waives and releases any and all claims, actions, complaints, grievances, and causes of action, direct, indirect or consequential, of whatever nature, whether known or unknown, which exist or may exist, in any jurisdiction, against Preschool Promise, Inc. and its agents, due to circumstances beyond Preschool Promise, Inc.'s reasonable control including, but not limited to, the following events: (i) acts of God; (ii) flood, fire, earthquake, explosion, meteor strike, tornados, epidemics, pandemics, or quarantines; (iii) exposure to or contraction of illness (iv) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, or cyber-attacks; (v) government order, law, actions, or restrictions, whether valid or invalid; (vi) national or regional emergency; (vii) shortage of materials, infrastructure, or transportation; (viii) strikes, labor difficulties, slowdowns; and (ix) any other events or circumstances beyond the reasonable control of Preschool Promise, Inc.

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 when 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.

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. Termination Due to Funding Reduction. Consultant understands and agrees that Preschool Promise, Inc. may, at any time terminate or amend this contract due to reduced or eliminated funding from the City of Dayton and/or Montgomery County. Preschool Promise will give the Consultant 60 days' notice of any termination or proposed amendments to this contract. In the event that Consultant receives a notice of termination or a proposed contract amendment from Preschool Promise, Inc., payment will be rendered to Consultant by Preschool Promise, Inc. on the amended terms for Services actually delivered at the time of receipt of the notice of termination.

XVII. Survival. Sections VI, XII and XIV shall survive any termination of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on this ____ day of _____, 2022.

Consultant

Preschool Promise, Inc.

Signed: _____

Signed: _____

Title: _____

**Consultant to Preschool Promise, Inc.
to Facilitate Professional Development
Exhibit A**

I. Introduction

Consultant will assist Preschool Promise with completing CLASS assessments at Preschool Promise sites.

II. Scope of Work

1. CLASS Assessment

- a. EC Learn will conduct CLASS assessment at assigned Preschool Promise sites, complete written reports for each completed assessment, and submit CLASS scores to Preschool Promise.
- b. EC Learn will complete 90 CLASS assessments for 90 classrooms between February 16, 2022 and June 1, 2022.
- c. The Consultant will recalibrate their CLASS assessment coding with the Preschool Promise CLASS Consultant.
- d. EC Learn will not bill Preschool Promise for any CLASS assessments that are unable to take place in-person due to COVID restrictions at Preschool Promise sites.

2. CLASS Certification

- a. EC Learn will provide training and certification for all CLASS assessors employed by EC Learn and completing CLASS assessments for Preschool Promise.
- b. EC Learn will provide background checks for all CLASS assessors completing CLASS assessment for Preschool Promise.

III. Payment

Preschool Promise agrees to pay Consultant \$150.00 per completed CLASS assessment and report. Preschool Promise agrees to pay Consultant \$.58 per mile for consultants travel to Preschool Promise sites as well as a \$25 cancellation fee if a site cancels their CLASS observation after the assessor has arrived on site to complete the assessment. The total not to exceed amount for this contract is \$24,000.

IV. Invoicing

The Consultant will submit an invoice by the 5th of each month that includes the site name and teacher name of each CLASS assessment completed and amount billed for completed assessments. The invoice will include a mileage report for each assessor that includes the destinations, actual miles driven to and from destinations and total amount

charged to Preschool Promise, as well as the site name and amount billed for any site that cancels a CLASS observation. This invoice will be submitted to the Preschool Promise Director of Quality Education at Sandra.raye-redmond@preschoolpromise.org. Preschool Promise will pay the invoice within 30 days of receipt.



		ohio valley av WORLD - CLASS PRESENTATION SOLUTIONS	858 Distribution Drive Beavercreek, OH 45434 Phone: 937-438-9710 Fax: 937-438-9712 www.ohav.com	Ohio Valley AV, LLC STS Contract: Index # STS581 Contract # 800928			
Company:		Preschool Promise	Ohio Valley AV Job#: (1)				
Job Description:		Conference Room AV System Upgrade					
Customer Address:		2251 Timber Lane	Date:	01/28/2022			
City, State, Zip:		Dayton, OH 45414	Version:	1.00			
Contact:		Barbara Elrod	Salesperson:	Sean Merkle			
Phone:		937-670-2666	Engineer:	JFI			
Fax:							
Email:		barbara.elrod@preschoolpromise.com	© The Contents Of This Proposal Are Proprietary And Confidential. Unauthorized Use Is Prohibited.				
Item	Qty.	Model	Manufacturer	Description	Each	Total	STS/Contract Number
1.	1	75UR340C9	LG	Commercial 75" Diagonal LED Backlit Flat LCD Display	\$2,048.00	\$2,048.00	Open Market
2.	1	XCM1U	Chief	Ceiling Mount	\$461.40	\$461.40	800928
3.	1	CFA084	Chief	Mounting Pole	\$118.00	\$118.00	800928
4.	1	CFA330	Chief	Ceiling Plate	\$55.80	\$55.80	800928
5.	2	SYSTEM 12	Quam	2x2 Ceiling Tile Replacement Style Speaker	\$102.00	\$204.00	Open Market
6.	1	Devio DCM-1	Blamp	Ceiling Microphone Array, White	\$587.00	\$587.00	Open Market
7.	1	DIN-AP4	Crestron	Control Processor	\$993.98	\$993.98	800928
8.	1	TS-770-B-S	Crestron	7" Wired Table Top Wired Touchpanel, Black	\$1,325.30	\$1,325.30	800928
9.	1	CEN-SW-POE-5	Crestron	Control Switch	\$265.00	\$265.00	800928
10.	1	CEN-IO-COM-102	Crestron	RS232 Bus Box	\$245.78	\$245.78	800928
11.	1	HD-TX-101-C-E	Crestron	HDMI Over Cat Cable Transmitter	\$219.28	\$219.28	800928
12.	1	HD-RX-101-C-E	Crestron	HDMI Over Cat Cable Receiver	\$219.28	\$219.28	800928
13.	1	Custom	Ohio Valley AV	Camera Control Cable	\$60.00	\$60.00	Open Market
14.	1	Custom	Ohio Valley AV	Custom HDMI, Camera/Microphone USB Plate, Dual HDMI And Dual USB Connectors, 2-Gang	\$130.00	\$130.00	Open Market
15.	1	Job Materials	Ohio Valley AV	Materials (Bulk Wire, Connectors, Hardware, etc.)	\$220.00	\$220.00	
16.	1	Labor	Ohio Valley AV	Engineering, Programming, PM, and Installation Labor	\$3,290.00	\$3,290.00	800928
17.		S&H	Ohio Valley AV	Estimated Shipping & Handling	\$0.00	\$0.00	
TOTAL						\$10,442.82	
SERVICE AND MAINTENANCE AGREEMENT							
SYSTEM GRAND TOTAL						\$10,442.82	
Quote Expiration Date:						03/31/22	
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PRESCHOOL PROMISE CONFERENCE ROOM AV SYSTEM UPGRADE – SCOPE OF WORK

This project entails the installation of an additional ceiling mounted commercial 75" diagonal flat display in this room. The existing ceiling mounted flat display will be moved over so that both displays will be mounted side by side at the front of the room. The flat displays will be mounted so that the tops of the displays are even with the cork strip on the wall. A second HDMI input will be added to the custom input plate above the equipment rack as the source for the second display. Two additional 2x2 ceiling tile replacement style speakers will be installed for source audio broadcast, and an additional ceiling mounted microphone array will be added to augment the existing ceiling mounted microphone array.

A 7" wired control system touchpanel will be located on top of the equipment rack and will be custom programmed to provide easy control of flat display power and input selection, as well as camera Pan/Tilt/Zoom/Preset controls.

It is herein set forth that:

CUSTOMERS INITIALS: _____

ROOM INTEGRATION

SOW

DATE: _____



Preschool Promise will be responsible for the following items:

- Providing an electrical outlet (isolated 110V) at the new flat display mounting locations
- Providing any existing A/V equipment to be reutilized in the new A/V system in working order
- Full access to the facility during normal business hours to allow for completion of the project within reasonable guidelines agreed upon by Preschool Promise and Ohio Valley AV

Ohio Valley AV will be responsible for the following items:

- Pulling and terminating all new low voltage cables as needed
- Mounting and wiring the additional speakers and microphones in the ceiling area as described above
- Moving the existing ceiling mounted flat display over/up and mounting the new ceiling mounted flat display as described above
- Installing and programming the new wired control system touchpanel as described above
- Start-up, test, adjust, and finalize all installation details

CUSTOMERS INITIALS: _____
SOW
DATE: _____

ROOM INTEGRATION

2 OF 2