

#### **Board of Trustees Meeting**

April 21, 2022 at 12-1:00 p.m.

Virtual Meeting via Zoom

Chair:	Debbie Feldman				
Note Taker/Time Keeper:	Barbara Elrod				
Members Expected to	☐ PJ Brafford				
Attend:	☐ Deborah Feldman				
	☐ Anissa Lumpkin				
	│  │  │				
	☐ Jamie Rippey				
	☐ Angeline Washington				
Members Expected Absent:					
Guests:	Chris McCaskey, Katherine Pavy				
Vision:	All Montgomery County, Ohio children are ready for				
	kindergarten.				
Mission:	Preschool Promise ensures that children are ready for				
	Kindergarten by equipping Preschools and fan	nilies with			
	exceptional support, coaching, and education.				
CALL TO OPPER					
CALL TO ORDER		5			
1. Call to Order		Debbie Feldman			
2. Approval of Minutes					
February 16, 2022	meeting				
1 ebidary 10, 2022	meeting				
Action Needed: Approval of	Minutes				
EXECUTIVE DIRECTOR REPO	PRT				
<ul> <li>Introduce Christoph</li> </ul>	Robyn Lightcap				
<ul> <li>Strategic Projects</li> </ul>					

AUDIT				
3. Flagel Huber Flagel Audit Report for fiscal year 2021.	Marie Giffen			
	Chris McCaskey			
	Katherine Pavy			
Action Needed: Acceptance of Audit				

FINANCIAL	
4. Recommend review and approval of the financial statements ending	Marie Giffen
February 28, 2022.	
Action Needed: Approval of Financial Statements	

#### **ACTION ITEMS**

 Recommend approval of an amendment to the KB Educational Staffing Services contract as outlined in Limitation of Services under separate cover. Robyn Lightcap

- 6. Recommend approval of a contract with *Malori Feltman*, Pathways Assistant-Consultant, to provide administrative and program support for Scholars Pathways program as outlined under separate cover. The contract is effective June 1, 2022 through June 30, 2023 in an amount not to exceed \$35,000.00.
- 7. Recommend approval of a contract with *Jennifer Adams*, Early Learning Consultant, to provide professional development, coaching, consultation and project management for the Passport to Kindergarten program as outlined under separate cover. The contract is effective April 1, 2022 through June 30, 2022 in an amount not to exceed \$35,000.00.
- 8. Recommend approval of a contract with *Emily Nye*, Infant/Toddler Consultant, provide professional development, coaching, and consultation on related projects as outlined under separate cover. Contract is effective April 1, 2022 through June 20, 2023 in the amount not to exceed \$37,000.00.

Action Needed: Approval of Action Items 5-8

DISCUSSION ITEMS			
Strategic Projects	Robyn Lightcap		
<ul> <li>Northwest Dayton Partnership</li> </ul>			
Preble County			
Facilities			

ADJO	JRN	
9.	Adjourn	Debbie Feldman

### **Upcoming Board Meetings**

2022 Dates	Planned Key Topics
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

February 16, 2022

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:	☑ PJ Brafford					
	☑ Deborah Feldman (joined at 12:12 p.m.)					
	☑ Anissa Lumpkin					
	✓ Jane McGee-Rafal					
	✓ Jamie Rippey					
	✓ Angeline Washington					
Members 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 / EXECUTIVE DIRECTOR REPORT

#### 1. CALL TO ORDER

Meeting was called to order at 12:03 p.m. by Debbie Feldman.

#### 2. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Board reviewed minutes from the meeting held on December 8, 2021.

Jane McGee-Rafal motioned for approval.

Anissa Lumpkin seconded the motion.

All in favor; none opposed; motion passed (5-0).

#### **EXECUTIVE DIRECTOR REPORT**

Robyn Lightcap shared information on the upcoming 13th Annual Readiness Summit on March 4. She spoke about Dr. Bruce Perry, the keynote speaker; the 14 breakout sessions; and that over 650 participants have registered for the event so far. She invited the Board members to attend and shared that this year the event is advertised as a joint event with Preschool Promise and Learn to Earn Dayton.

Robyn shared that she and the Directors have been working on a new strategic plan that incorporates the collaborations we are currently working on. She also discussed the Wage Pilot and shared that the team has worked with administrators of child care programs in Northwest Dayton as well as partners across the nation to design a plan.

Robyn shared that she was invited to give testimony in Columbus at the Statehouse on the Step Up to Quality Program on February 9th.

Ashley Marshall reported that we have over 2,000 fully enrolled Preschool Promise students, with 2,600 attending our sites. The Operations team is continually looking for different strategies to reach more children. She also reported that for the 2022-23 school year we will have 6 to 8 new providers in Huber Heights and that applications are tentatively scheduled to open on March 7th for the new year.

#### **ACTION ITEMS**

#### 3. REVIEW AND APPROVAL OF FINANCIALS

The Board approved the presented financial statements as of December 31, 2021.

Anissa Lumpkin motioned for approval.

Jamie Rippey seconded the motion.

All in favor; none opposed; motion passed (5-0)

#### 4. OUTREACH SPECIALIST MOU APPROVAL

The Board approved the Outreach Specialist Memorandum of Understanding template for both Seasonal and Year Round positions.

#### 5. EXTENSION APPROVAL - Pop Up Playgroup & Preschool Pilot

The Board approved 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.

#### 6. CONTRACT APPROVAL – Kathleen Moore

The Board approved 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.

#### 7. CONTRACT APPROVAL - EC Learn

The Board approved 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. AGREEMENT APPROVAL – Ohio Valley AV

The Board approved a purchase agreement with Ohio Valley AV in the amount of \$10,442.82 for equipment and installation for the conference room.

Jame McGee-Rafal motioned for approval of items 4-8. Jamie Rippey seconded the motion.
All in favor; none opposed; motion passed (5-0).

#### **DISCUSSION ITEMS**

Debbie Feldman and Robyn Lightcap introduced Joshua Ward, Jonathan Washington who co-chaired the Committee to Transform Preschool for Black Boys.

Both Joshua and Jonathan were thankful to the Board and Preschool Promise for taking this issue seriously and making the commitment to dedicate resources to improve learning for Black

boys. They expressed how moving it was to talk with families about the issues they face daily with our youngest learners. They shared the attached report.

Following the presentation Emily Broughton shared information on the Job Fair that took place on January 22. Despite strong efforts to promote the event, we had a low turnout of potential workers. However, the educators liked connecting to each other and were very grateful for the opportunity.

She also shared the enthusiasm of the "Panda" hats by the children and provider staff. The outreach season is just around the corner and interviews are scheduled for February 22 & 23. She spoke about our Partners in Play and shared the latest video. She discussed our goals with strengthening social media and our presence on Tik Tok to reach our young parents.

#### 9. ADJOURN

Debbie Feldman adjourned the meeting at 1:08 p.m.

## Preschool Promise, Inc. Balance Sheet

As of February 28, 2022

	Feb 28, 22
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash - PNC Checking	333,247.87
Total Checking/Savings	333,247.87
Accounts Receivable	
1100 · Accounts Receivable	3,682,885.00
Total Accounts Receivable	3,682,885.00
Other Current Assets	
1300 · Prepaid Star Attendance	36,689.78
Total Other Current Assets	36,689.78
<b>Total Current Assets</b>	4,052,822.65
Fixed Assets	
1500 · Furniture and Equipment	
1550 · Accumulated Depreciation	-45,038.22
1500 · Furniture and Equipment - Other	219,371.43
Total 1500 · Furniture and Equipment	174,333.21
Total Fixed Assets	174,333.21
TOTAL ASSETS	4,227,155.86
LIABILITIES & NET ASSETS	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	938,421.04
Total Accounts Payable	938,421.04
Credit Cards	
2100 · PNC Visa Business Options Card	13,197.41
Total Credit Cards	13,197.41
Other Current Liabilities	
2500 · Accrued Leased Employee Costs	4,116.81
2550 · Unearned Revenue	1,786,616.04
Total Other Current Liabilities	1,790,732.85
Total Current Liabilities	2,742,351.30
Total Liabilities	2,742,351.30
Net Assets	
3200 · Unrestricted Net Assets	1,661,322.52
Change in Net Assets	-176,517.96
Total Equity	1,484,804.56
TOTAL LIABILITIES & NET ASSETS	4,227,155.86

### Preschool Promise, Inc. Profit & Loss Budget vs. Actual

January through February 2022

	TOTAL				
	Actual	Budget			Annual
	Jan - Feb 22	Jan - Feb 22	\$ Over Budget	% of Budget	Budget
Change in Net Assets (Income/Expense)					
Income					
4300 · Direct Public Support					
4310 · Individual Contributions	200.00	0.00	200.00	100.0%	0.00
4320 · Corporate Grants	389.50	46,778.06	-46,388.56	0.83%	280,668.33
4330 · Foundation Grants	0.00	315,575.00	-315,575.00	0.0%	1,893,450.00
4340 · Government Grants	1,374,731.36	1,815,781.50	-441,050.14	75.71%	10,894,689.00
4350 · Gifts in Kind	3,312.98	9,166.66	-5,853.68	36.14%	55,000.00
Total 4300 · Direct Public Support	1,378,633.84	2,187,301.22	-808,667.38	63.03%	13,123,807.33
4700 · Program Income					
4730 · Program Service Fees	75.00	0.00	75.00	100.0%	0.00
Total 4700 · Program Income	75.00	0.00	75.00	100.0%	0.00
Total Income	1,378,708.84	2,187,301.22	-808,592.38	63.03%	13,123,807.33
Gross Profit	1,378,708.84	2,187,301.22	-808,592.38	63.03%	13,123,807.33
Expense					
6200 · Contract Services					
6210 · Accounting Fees	0.00	0.00	0.00	0.0%	16,500.00
6220 · Legal Fees	6,793.25	2,500.00	4,293.25	271.73%	15,000.00 legal fees for NW Dayton pilot
6230 · Outside Contract Services	46,271.24	70,383.33	-24,112.09	65.74%	472,183.33
Total 6235 · Coaching & Training for Provide	155,164.00	190,464.00	-35,300.00	81.47%	1,122,484.00
6236 · Communications Field Campaign	2,370.00	5,200.00	-2,830.00	45.58%	74,200.00
6238 · Research and Evaluation Contrac	44,339.48	44,000.00	339.48	100.77%	270,000.00
6240 · Communications & Design Work	34,995.00	44,200.00	-9,205.00	79.17%	247,900.00
6242 · Photography, Video, Audio Prod.	9,137.50	9,400.00	-262.50	97.21%	51,400.00
6260 · Website And Database Dev't	0.00	51,000.00	-51,000.00	0.0%	60,000.00
6270 · Call Ctr & Eligibility Determin	1,421.40	0.00	1,421.40	100.0%	100.00
Total 6200 · Contract Services	300,491.87	417,147.33	-116,655.46	72.04%	2,329,767.33
6300 · Facilities and Equipment					
6320 · Donated Facilities	0.00	8,821.64	-8,821.64	0.0%	52,929.84
6350 · Rent, Parking, Utilities	175.00	3,000.00	-2,825.00	5.83%	35,700.00
6360 · Office equipment & furniture	2,398.00	3,700.00	-1,302.00	64.81%	37,200.00
Total 6300 · Facilities and Equipment	2,573.00	15,521.64	-12,948.64	16.58%	125,829.84
6500 · Operations					
6510 · Books, Subscriptions, Reference					
6512 · Web services and subscriptions	6,584.03	7,998.52	-1,414.49	82.32%	49,936.12
6510 · Books, Subscriptions, Reference - Other	6,161.43	4,373.34	1,788.09	140.89%	64,765.00 Textbooks for Workforce Pathway
Total 6510 · Books, Subscriptions, Reference	12,745.46	12,371.86	373.60	103.02%	114,701.12
6515 · Memberships	310.00	0.00	310.00	100.0%	1,450.00
6520 · Postage, Mailing Service	44,073.81	32,170.00	11,903.81	137.0%	163,171.77 Playboxes
6530 · Printing and Copying	39,145.68	42,900.00	-3,754.32	91.25%	180,000.00
6535 · Promotional Items	4,871.73	3,433.34	1,438.39	141.9%	111,596.00 Additional t-shirts for 2020-2021
6540 · Supplies	17,750.33	14,600.00	3,150.33	121.58%	52,678.00 Computers for Workforce Pathway

### Preschool Promise, Inc. Profit & Loss Budget vs. Actual

January through February 2022

			TAL		
	Actual	Budget			Annual
	Jan - Feb 22	Jan - Feb 22	\$ Over Budget	% of Budget	Budget
6550 · Telephone, Telecommunications	5,484.57	4,160.00	1,324.57	131.84%	24,960.00 Hotspots for Workforce Pathway
6565 · Marketing - Paid Media	9,999.93	10,200.00	-200.07	98.04%	181,900.00
6567 · Gift Cards / Gifts	1,918.25	3,400.00	-1,481.75	56.42%	13,400.00
6580 · Events	0.00	0.00	0.00	0.0%	14,300.00
6582 · Social Media	0.00	150.00	-150.00	0.0%	900.00
6586 · Teacher / parent stipends	90,765.69	102,816.00	-12,050.31	88.28%	454,240.80
6587 · Teacher Promise Stipends	0.00	0.00	0.00	0.0%	538,080.00
Total 6500 · Operations	227,065.45	226,201.20	864.25	100.38%	1,851,377.69
6600 · Other Types of Expenses					
6610 · Insurance - Liability, D and O	0.00	950.00	-950.00	0.0%	10,450.00
6615 · Quality Assistance Stipends	135,578.90	100,000.00	35,578.90	135.58%	600,000.00 Timing of requests
6620 · Quality Expansion for Providers	141,035.36	379,240.66	-238,205.30	37.19%	2,147,775.00
6627 · Attendance Initiative	197.69	27,500.00	-27,302.31	0.72%	249,383.00
6630 · Tuition Assistance	347,229.35	380,000.00	-32,770.65	91.38%	2,460,500.00
6635 · Workforce Pathway	49,034.10	96,000.00	-46,965.90	51.08%	866,000.00
6640 · Parent Advisory Board	0.00	100.00	-100.00	0.0%	41,600.00
6642 · Family engagement/ parent comm	52,247.76	51,550.00	697.76	101.35%	299,800.00
6645 · Bank Fees	144.56	200.00	-55.44	72.28%	1,200.00
6650 · Training / Education	6,808.75	42,341.00	-35,532.25	16.08%	99,641.00
Total 6600 · Other Types of Expenses	735,108.47	1,077,881.66	-342,773.19	68.2%	6,776,349.00
6750 · Leased Employees	283,070.44	321,833.36	-38,762.92	87.96%	1,931,000.00
6800 · Travel and Meetings					
6810 · Conference, Convention, Meeting	626.27	0.00	626.27	100.0%	0.00
6815 · Mileage	2,677.59	1,140.00	1,537.59	234.88%	11,540.00
6820 · Travel					
6822 · Lodging	0.00	450.00	-450.00	0.0%	5,700.00
6825 · Parking	15.90	230.00	-214.10	6.91%	780.00
6820 · Travel - Other	-32.86	250.00	-282.86	-13.14%	4,500.00
Total 6820 · Travel	-16.96	930.00	-946.96	-1.82%	10,980.00
6830 · Meals					
6830A · Meals - Meetings	2,080.37	2,550.00	-469.63	81.58%	17,500.00
6830B · Meals- Travel	0.00	0.00	0.00	0.0%	200.00
6830C · Meals- Events	630.35	7,000.00	-6,369.65	9.01%	52,724.27
6830D · Meals- Training	919.95	7,630.00	-6,710.05	12.06%	16,540.00
Total 6830 · Meals	3,630.67	17,180.00	-13,549.33	21.13%	86,964.27
6800 · Travel and Meetings - Other	0.00	0.00	0.00	0.0%	0.00
Total 6800 · Travel and Meetings	6,917.57	19,250.00	-12,332.43	35.94%	109,484.27
otal Expense	1,555,226.80	2,077,835.19	-522,608.39	74.85%	13,123,808.13
e in Net Assets	-176,517.96	109,466.03	-285,983.99	-161.25%	-0.80
-					

### FIRST AMENDMENT TO EDUCATIONAL AND CURRICULUM COACH KB EDUCATIONAL STAFFING SERVICES

This FIRST AMENDMENT TO EDUCATIONAL AND CURRICULUM COACH KB STAFFING SERVICES (this "Amendment") is made effective as of April \_\_\_\_, 2022 (the "Effective Date"), by and between Preschool Promise, Inc., an Ohio non-profit corporation ("Preschool Promise") and KB Educational Staffing Services ("Consultant").

#### **RECITALS:**

**WHEREAS**, Preschool Promise and Consultant are parties to a certain contract effective as of July 1, 2021 (the "Contract").

**WHEREAS**, Section X of the Contract provides that the Contract may be modified or amended in writing when signed by both parties.

**WHEREAS**, in accordance with Section X of the Contract, Preschool Promise and Consultant now desire to modify the Contract to amend certain provisions contained therein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Revised Section. The Contact is hereby amended as follows:

Payment Terms & Reporting. Consultant will submit monthly invoices to James.Cosby@preschoolpromise.org itemizing the work specified in the Contract. For the substitute teacher line item, Consultant will include a report showing the Preschool Promise partner site name and the number of substitute teacher hours worked by site. The status of the employee hired to expand the business and the business plan will also be reported each month on the invoice or as an attachment. The business plan will be submitted for Preschool Promise's review upon completion

Payment will be issued within 30 days of receipt of invoices.

2. **New Section**. The Contract is hereby amended to add a new Section XVIII as follows:

Limitation of Services. In consideration of the Contract, Consultant agrees that until thirty (30) days after Consultant has ceased providing services to a Preschool Promise site (the "Site"), Consultant shall not directly or indirectly: (i) induce or attempt to induce or persuade any employee of the Site to terminate such employee's relationship or employment with the Site; or (ii) employ, engage, retain, solicit, interview, recruit, or provide any form of compensation to any person who was an employee at the Site. Consultant shall promptly notify Preschool Promise of any employee that Consultant employs from a Site where services were rendered by the Consultant to the Site within three (3) months of the hiring date of the employee by the Consultant. Consultant's violation of this Section may, at the option of Preschool Promise, result in the

termination of this Contract upon Preschool Promise providing notice in writing to Consultant.

- 3. <u>Authority</u>. Each of the parties hereto represents and warrants to the other that the person executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
- 4. **Entire Agreement; Amendment**. All prior understandings and agreements between the parties with respect to the subject matter of this Amendment are merged within this Amendment, which alone fully and completely sets forth the understanding of the parties with respect thereto. This Amendment may not be changed or modified nor may shall any of its provisions be waived orally or in any manner other than by a writing signed by the party against whom enforcement of the change, modification or waiver is sought.
- 5. <u>Contract</u>. Except as herein provided in this Amendment, the Contract and all of its terms, covenants and conditions remain in full force and effect.
- 6. <u>Successors and Assigns</u>. This Amendment shall become binding and effective only upon the execution and delivery of this Amendment by both parties. From and after the Effective Date, the terms, covenants and conditions contained herein are binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.
- 7. <u>Undefined Capitalized Terms</u>. Any capitalized terms used but not defined in this Amendment have the same meaning given to them in the Contract.

IN WITNESS WHEREOF, parties have executed this First Amendment to Educational and Curriculum Coach KB Staffing Services as of the Effective Date.

CONSULTANT:	PRESCHOOL PROMISE, INC.:	
Signed:	Signed:	
	Title:	
	Signed:	
	Title:	

## Malori Feltman Pathways Assistant - Consultant

This contract is made by and between Preschool Promise, Inc. and Malori Feltman (the "Consultant"), and effective as of June 1, 2022 the ("Effective Date").

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

- **I.** <u>Term.</u> The term of this contract runs June 1, 2022 through June 30, 2023. This contract may be terminated by either party in writing at any time and for any reason.
- **II.** <u>Services.</u> 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. Preschool Promise will also pay the Consultant \$100/month for mileage and cell phone charges. The total amount will not exceed \$35,000 for the term that this contract is in effect, unless otherwise agreed to in writing by the parties.
- **IV.** <u>Invoicing.</u> 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. <u>Relationship of Parties</u>. 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 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.

VII. <u>Indemnity</u>. 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.** <u>Entire Agreement</u>. 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.** <u>Amendment</u>. This contract may be modified or amended in writing signed by both parties.
- **XII.** <u>Severability</u>. 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.** <u>Waiver</u>. 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. <u>Alternative Dispute Resolution</u>. 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.** <u>Notice</u>. 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.** <u>Disclosure.</u> 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.** <u>Assignment.</u> 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.** <u>Termination Due to Funding Reduction</u>. 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. <u>Survival</u>. 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 Malori Feltman Pathways Assistant Consultant

#### I. Introduction

Malori Feltman will provide administrative and program support for the Preschool Promise Scholars Pathways program. (Scholars are people who work at Preschool Promise sites who have joined the Preschool Promise Pathways program as they earn a degree or credential in early childhood education.) The Consultant will work closely with the Career Advisor & Special Projects Manager at Preschool Promise to grow the program and ensure that more people successfully earn degrees and credentials in early childhood education.

#### II. Scope of Work

- a. Establish a system for receiving and paying scholarship stipends for Scholars participating in the Preschool Promise Pathways program. Ensure invoices are paid on time to colleges and institutions.
- b. Follow up with teachers to assist with required paperwork for participation in the program, including MOUs and other required documents.
- c. Assist with mentoring sessions and check-ins with Scholars participating in the program. Career Advisor would continue to do intake, and the initial check-in but the Pathways Assistant would handle follow-ups as needed from that point forward
- d. Assisting with collecting paperwork to finalize payment for end of semester stipends and degree/credential completion stipends.
- e. Assist w/ ordering books and supplies for Scholars.
- f. Work with Career Advisor to plan and prepare for successful events for Scholars.
- g. Assist with other special projects as needed.

#### III. Payment

Preschool Promise will pay Consultant \$30/hour. This is a contract position; therefore taxes will not be withheld and will be the responsibility of the Consultant.

#### IV. Invoicing

The Consultant will submit hours worked with a short description of tasks accomplished in the Timesheets system (login to the Timesheets program will be provided by Preschool Promise). Consultant will invoice Preschool Promise by the 16<sup>th</sup> of the month for hours worked from the 1<sup>st</sup> of the month to the 15<sup>th</sup> of the month, and by the 1<sup>st</sup> of the month for the previous month's hours worked from the 16<sup>th</sup> of the month to the last day of the month. Invoices will be emailed to the Preschool Promise Career Advisor and Special Projects Manager to be processed for payment.

## Jennifer Adams Early Learning Consultant

This contract is made by and between Preschool Promise, Inc. and Jennifer Adams (the "Consultant"), and effective as of April 1, 2022 the ("Effective Date").

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

- **I.** <u>Term.</u> The term of this contract runs April 1, 2022 through June 30, 2023. This contract may be terminated by either party in writing at any time and for any reason.
- **II.** <u>Services.</u> Consultant agrees to provide Services to Preschool Promise, Inc. that are outlined in the attached Scope of Work (Exhibit A).
- **III.** <u>Payment.</u> To perform the Services, Preschool Promise, Inc. agrees to pay Consultant \$50/hour upon receiving an invoice, not to exceed \$35,000 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.** <u>Invoicing.</u> 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 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.

#### 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 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.
- VII. <u>Indemnity</u>. 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.** <u>Entire Agreement</u>. 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.** <u>Severability</u>. 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.** <u>Waiver</u>. 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.** <u>Notice</u>. 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.** <u>Disclosure.</u> 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.** <u>Assignment.</u> 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.** <u>Termination Due to Funding Reduction</u>. 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. <u>Survival</u> . 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

#### **Jennifer Adams**

#### I. Introduction

Jennifer Adams will provide professional development, coaching, consultation and project management on related projects as detailed below.

#### II. Scope of Work

#### 1. Training for Preschool Teachers

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

#### 2. Coaching for Passport to Kindergarten Preschool Teachers

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

#### 3. Passport to Kindergarten Meetings

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

#### 4. Administrative activities

- a. Process invoices and check requests from vendors.
- b. Manage teacher communication.
- c. Handle Ready4K parent releases and parent forms.
- d. Manage family surveys.
- e. Work with an evaluator on needed data.
- f. Manage the recruitment and selection of teachers each year.
- g. Write reports as needed.
- h. Purchase supplies as needed, such as t-shirts, passports, invitations.

#### III. Cost of Effort

The Consultant will be paid at \$50/hour, not to exceed \$35,000 for the contract year.

#### IV. Invoicing

The Consultant cost is for work billed April 1, 2022 through June 30, 2023. The Consultant will invoice Preschool Promise by the 5<sup>th</sup> of the following month. Invoices will be sent to the Preschool Promise Director of Quality Education at sandra.rayeredmond@preschoolpromise.org. Invoices will include the date worked, type of work completed, and number of hours worked during the billing period.

## Emily Nye Infant/Toddler Consultant

This contract is made by and between Preschool Promise, Inc. and Emily Nye (the "Consultant"), and effective as of April 1, 2022 the ("Effective Date").

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

- **I.** <u>Term.</u> The term of this contract runs April 1, 2022 through June 30, 2023. This contract may be terminated by either party in writing at any time and for any reason.
- **II.** <u>Services.</u> 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 \$37,000 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.** <u>Invoicing</u>. 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. <u>Relationship of Parties</u>. 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 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.

VII. <u>Indemnity</u>. 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.** <u>Entire Agreement</u>. 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.** <u>Amendment</u>. This contract may be modified or amended in writing signed by both parties.
- **XII.** <u>Severability</u>. 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.** <u>Waiver</u>. 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.** <u>Notice</u>. 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.** <u>Disclosure.</u> 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.** <u>Assignment.</u> 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.** <u>Termination Due to Funding Reduction</u>. 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. <u>Survival</u>. 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 Emily Nye

#### I. Introduction

Emily Nye will provide professional development, coaching, and consultation on related projects as detailed below.

#### II. Scope of Work

#### 1. Assist with the facilitation of infant/toddler quality initiatives

- a. Professional Learning Communities (PLCs) for Conscious Discipline: The Infant/Toddler Way; Developmentally Appropriate Practices for Infants and Toddlers; The ODE Grant/Language and Emergent Literacy PLC
- b. Provide coaching for Infant/Toddler Classrooms to support the aforementioned programs
- c. Support the expansion of LENA Grow implementation across 15 additional child care sites/classrooms through coaching and cofacilitation of a new PLC and ODE grant working group for peer coaching and training for infant/toddler teachers

#### 2. Identify needs of community programs

- a. Gather feedback and information about the needs of teachers working with infants and toddlers
- b. Create ideas for new training opportunities for teachers working with infants and toddlers

#### 3. Collaborate on Quality Initiatives

- a. Work with the quality team to streamline existing programs
- b. Identify opportunities for expanding the infrastructure for preschool quality improvement initiatives across to infant/toddler quality supports
- c. Coordinate with the quality team and ODE sub grant coordinator on ways to ensure consistency across program offerings
- d. Assist with other Preschool Promise initiatives and projects as requested

#### 4. 4. ODE Comprehensive State Literacy Grant

- **a.** Assist the sub grant coordinator in the data analysis for annual monitoring surveys
- b. Provide information regarding CLASS Evaluations, identifying opportunities for ongoing professional development
- c. Conduct CLASS Evaluations for infant/toddler and preschool classrooms

#### III. Cost of Effort

The Consultant will be paid at \$30/hour, not to exceed \$37,000 for the contract term.

#### IV. Invoicing

The Consultant cost is for work billed April 1, 2022 through June 30, 2023. The Consultant will invoice Preschool Promise by the 5<sup>th</sup> of the following month. Invoices will be sent to the Preschool Promise Director of Quality Education at sandra.rayeredmond@preschoolpromise.org. Invoices will include the date worked, type of work completed, number of hours worked and subtotaled in two categories:

- 1) ODE State Literacy Grant
- 2) Passport to Kindergarten PNC Grant