



Board of Trustees Meeting

February 15, 2021

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"/> Debbie 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:	
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	Debbie Feldman	<i>Attachment</i>
2) Approval of Minutes <ul style="list-style-type: none"> • December 9, 2020 meeting <i>Action Needed: Approval of minutes</i>		<i>Action to Approve</i>
3) Executive Director Report <ul style="list-style-type: none"> • Enrollment updates • Committee for Black Boys • Professional Development • Play Box & Video • Star Rating progress 	Robyn Lightcap Ashley Marshall Barbara Elrod	

ACTION ITEMS		
4) Financials Review & Approval <i>Action Needed: Approval of Financials</i>	Marie Giffen	<i>Attachments</i> <i>Action to Approve</i>
5) Recommend approval of an addendum to the contract with 4C for Children to provide support to child care providers in Montgomery County to help them earn a 3-Star Rating or higher in the amount not to exceed an additional \$15,000 through the end of the contract as outlined in the Scope of Work (under separate cover). <i>Action Needed: Approval of Addendum</i>	Robyn Lightcap	<i>Attachments</i> <i>Action to Approve</i>

<p>6) Recommend approval of a contract with Terry Razor as the Play on Purpose Fabrication Consultant as outline in the Scope of Work (under separate cover) during October 1, 2020 through December 31, 2021 in the amount not to exceed \$32,000.00.</p> <p><i>Action Needed: Approval of Contract</i></p>	<p>Robyn Lightcap</p>	<p><i>Attachments</i></p> <p><i>Action to Approve</i></p>
<p>7) Recommend approval of a contract with the Toledo Early Learning Coalition for services outlined in the Scope of Work (under separate cover) during February 15, 2021 through December 31, 2021 in the amount not to exceed \$13,500.00.</p> <p><i>Action Needed: Approval of Contract</i></p>	<p>Robyn Lightcap</p>	<p><i>Attachments</i></p> <p><i>Action to Approve</i></p>

DISCUSSION ITEMS		
<p>8) 2021-22 School Year: Provider Handbook highlights, expansion to West Carrollton</p>	<p>Ashley Marshall</p>	

ADJOURN		
<p>9) Adjourn</p> <p><i>Action Needed: Adjourn.</i></p>	<p>Debbie Feldman</p>	<p><i>Action to Adjourn</i></p>

Upcoming Board Meetings

Dates	Planned Key Topics
<p>April 29, 2021</p>	<p>Review of audited financials</p>
<p>June 30, 2021</p>	
<p>August 26, 2021</p>	
<p>October 28, 2021</p>	<p>Review of 2020-2021 school year data</p>
<p>December 8, 2021</p>	<p>2022 Budget</p>



Board of Trustees Meeting MINUTES

December 9, 2020

12:00 p.m. – 1:00 p.m.

Virtual Meeting via Zoom

Chair:	Deborah Feldman
Note Taker/Time Keeper:	Barbara Elrod
Members Present:	<input checked="" type="checkbox"/> PJ Brafford (<i>arrived at 12:30 p.m.</i>) <input checked="" type="checkbox"/> Deborah Feldman <input type="checkbox"/> Anissa Lumpkin <input checked="" type="checkbox"/> Jane McGee-Rafal <input checked="" type="checkbox"/> Jamie Rippey <input checked="" type="checkbox"/> Angeline Washington
Members Absent:	Anissa Lumpkin
Guests:	
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 Deborah Feldman.

2.) APPROVAL OF MINUTES FROM PREVIOUS MEETING

Board reviewed minutes from the meeting held on October 28, 2020.

Jane McGee-Rafal motioned for approval. Deborah Feldman seconded the motion.

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

3.) EXECUTIVE DIRECTOR REPORT

Ashley Marshall shared that we have shipped a total of 1,100 tablets and that her and her staff have worked through issues with the tablets with endless phone calls, personally delivering and assisting parents. She also discussed the status of the ABC Mouse codes that half have been redeemed and that a phone/text campaign will begin next week to reach the remaining parents. She shared that the response to the tablets have been incredibly positive and parents are appreciative of the assistance we have given them in setting up the tablets for their students.

Latoria Marcellus shared that we have 271 unique participants to date in our professional development offerings. Our overall numbers are 36 participants in workshops, 224 in professional learning communities and 59 in x-treme trainings. The Quality coaches have been working on navigating coaching through Zoom and other means that meet the needs of the individual teacher – trying to find the best approach during these unconventional times. She also shared that the spring training offerings were open as of last Friday.

Robyn Lightcap shared the Annual Report and shared that it should be finalized by the end of the week.

Robyn Lightcap shared the progress of the Committee to Transform Preschool for Black Boys. She stated that Joshua Ward has agreed to Co-Chair the committee and are in the process of recruiting another Co-Chair. They have prepared invitations to participate and those will be sent out next week. The meetings will be monthly on the third Thursday. Robyn shared that she and Latoria would be the staff members on the committee.

ACTION ITEMS

4.) REVIEW AND APPROVAL OF FINANCIALS

Approved the presented financial statements as of October 31, 2020.

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

5.) APPROVAL OF FISCAL YEAR 2021 BUDGET

The 2021 budget that was previously approved by the Finance Committee was presented as approved.

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

6.) CONTRACT APPROVAL – Flagel Huber Flagel

Approved a contract with Flagel Huber Flagel, Certified Public Accounts to conduct an audit of the financial statements as of December 31, 2020.

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

7.) CONTRACT APPROVAL – On Purpose Academy

Approved a contract with On Purpose Academy for the Pop-Up Playgroup and Preschool Pilot project. The pilot will reach children who are not currently participating in formal preschool programs through an alternative preschool method consisting of a play group with parents, and a smaller, “mobile” preschool classroom that is on-site in a neighborhood. The contract will be in the amount not to exceed \$100,000 during January-December 2021.

*Jamie Rippey motioned for approval. Jane McGee-Rafal seconded the motion.
All in favor; none opposed; motion passed (4-0)*

8.) CONTRACT APPROVAL – Meghann Clevenger

Approved a contract with Meghann Clevenger as a Senior Outreach Specialist effective January 1, 2021 through December 31, 2021 at an amount not to exceed \$26,000.

*Jamie Rippey motioned for approval. Jane McGee-Rafal seconded the motion.
All in favor; none opposed; motion passed (4-0)*

DISCUSSION ITEMS

9.) Marketing & Staffing Updates

Robyn Lightcap shared that we will be hiring for a Communications & Outreach Director (replacing Charmaine Webster) Deborah Feldman shared the Board’s gratitude for the work that Charmaine has done for Preschool Promise and that the Board wishes her well in her future endeavors.

In January there will be a campaign for a Social Media Influencer. This will lead to a part-time position to increase our social media presence with the younger parent audience. Also beginning in January, we will be recruiting for our Parent Ambassador program. This program

runs from January-December and the current Ambassadors will be done at the end of the month. This is a key group of individuals that assist us with important feedback on our programs and how we reach families.

Robyn also shared that we will also post for a position in the Operations team to assist with enrollment and parent communications.

10.)ADJOURN

Deborah Feldman adjourned the meeting at 12:41 p.m.

Preschool Promise, Inc.
Balance Sheet
As of December 31, 2020

	<u>Dec 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash - PNC Checking	512,864.36
Total Checking/Savings	<u>512,864.36</u>
Accounts Receivable	
1100 · Accounts Receivable	1,498,874.26
Total Accounts Receivable	<u>1,498,874.26</u>
Other Current Assets	
1300 · Prepaid Star Attendance	7,639.78
Total Other Current Assets	<u>7,639.78</u>
Total Current Assets	<u>2,019,378.40</u>
Fixed Assets	
1500 · Furniture and Equipment	
1550 · Accumulated Depreciation	-551.04
1500 · Furniture and Equipment - Other	121,796.16
Total 1500 · Furniture and Equipment	<u>121,245.12</u>
Total Fixed Assets	<u>121,245.12</u>
TOTAL ASSETS	<u><u>2,140,623.52</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	465,492.80
Total Accounts Payable	<u>465,492.80</u>
Credit Cards	
2100 · PNC Visa Business Options Card	24,261.24
Total Credit Cards	<u>24,261.24</u>
Other Current Liabilities	
2500 · Accrued Leased Employee Costs	175,107.11
2550 · Unearned Revenue	1,009,597.25
Total Other Current Liabilities	<u>1,184,704.36</u>
Total Current Liabilities	<u>1,674,458.40</u>
Total Liabilities	1,674,458.40
Equity	
3200 · Unrestricted Net Assets	260,513.35
Net Income	205,651.77
Total Equity	<u>466,165.12</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,140,623.52</u></u>

Preschool Promise, Inc.
Profit & Loss Budget vs. Actual
January through December 2020

	TOTAL			% of Budget
	Actual	Budget	\$ Over Budget	
	Jan - Dec 20	Jan - Dec 20		
Change in Net Assets (Income/Expense)				
Income				
4300 - Direct Public Support				
4310 - Individual Contributions	1,200.00	0.00	1,200.00	100.0%
4320 - Corporate Grants	125,050.00	0.00	125,050.00	100.0%
4330 - Foundation Grants	251,000.00	169,000.00	82,000.00	148.52%
4340 - Government Grants	5,565,675.25	7,300,000.00	-1,734,324.75	76.24% Underbudget because reimbursable expenses are underbudget
4350 - Gifts in Kind	48,257.14	56,760.00	-8,502.86	85.02%
Total 4300 - Direct Public Support	5,991,182.39	7,525,760.00	-1,534,577.61	79.61%
4600 - Other Types of Income				
4640 - Miscellaneous Revenue	2,608.83	0.00	2,608.83	100.0%
Total 4600 - Other Types of Income	2,608.83	0.00	2,608.83	100.0%
4800 - Consulting Revenue	4,250.00	0.00	4,250.00	100.0%
Total Income	5,998,041.22	7,525,760.00	-1,527,718.78	79.7%
Gross Profit	5,998,041.22	7,525,760.00	-1,527,718.78	79.7%
Expense				
6200 - Contract Services				
6210 - Accounting Fees	17,800.00	12,000.00	5,800.00	148.33%
6220 - Legal Fees	25,823.75	16,800.00	9,023.75	153.71%
6230 - Outside Contract Services	100,182.82	27,950.00	72,232.82	358.44% ODE and Passport work
Total 6235 - Coaching & Training for Provide	817,973.92	1,322,079.00	-504,105.08	61.87%
6236 - Communications Field Campaign	26,025.50	121,300.00	-95,274.50	21.46%
6238 - Research and Evaluation Contrac	232,481.00	291,000.00	-58,519.00	79.89%
6240 - Communications & Design Work	90,344.90	53,910.00	36,434.90	167.59% using more during pandemic / playboxes
6242 - Photography, Video, Audio Prod.	20,065.00	11,500.00	8,565.00	174.48% playbox videos
6250 - Child Assessment - Bracken	0.00	0.00	0.00	0.0%
6260 - Website And Database Dev't	22,969.01	70,280.00	-47,310.99	32.68%
6270 - Call Ctr & Eligibility Determin	0.00	200.00	-200.00	0.0%
Total 6200 - Contract Services	1,353,665.90	1,927,019.00	-573,353.10	70.25%
6300 - Facilities and Equipment				
6310 - Depr and Amort - Allowable	0.00	0.00	0.00	0.0%
6320 - Donated Facilities	33,110.00	56,760.00	-23,650.00	58.33%
6330 - Equip Rental and Maintenance	1,062.75	14,250.00	-13,187.25	7.46%
6350 - Rent, Parking, Utilities	4,513.50	15,000.00	-10,486.50	30.09%
6360 - Office equipment & furniture	10,441.52	0.00	10,441.52	100.0%
Total 6300 - Facilities and Equipment	49,127.77	86,010.00	-36,882.23	57.12%
6500 - Operations				
6510 - Books, Subscriptions, Reference				
6512 - Web services and subscriptions	43,362.37	23,919.00	19,443.37	181.29% Zoom licenses were not budgeted
6510 - Books, Subscriptions, Reference - Other	6,648.46	7,750.00	-1,101.54	85.79%
Total 6510 - Books, Subscriptions, Reference	50,010.83	31,669.00	18,341.83	157.92%

Preschool Promise, Inc.
Profit & Loss Budget vs. Actual
January through December 2020

	TOTAL			
	Actual	Budget	\$ Over Budget	% of Budget
	Jan - Dec 20	Jan - Dec 20		
6515 - Memberships	478.00	600.00	-122.00	79.67%
6520 - Postage, Mailing Service	23,055.53	16,275.00	6,780.53	141.66% increase in mailings during pandemic (including activity boxes)
6530 - Printing and Copying	29,352.04	50,025.00	-20,672.96	58.68%
6535 - Promotional Items	30,768.74	91,300.00	-60,531.26	33.7%
6540 - Supplies	62,038.50	38,778.49	23,260.01	159.98% Swirls for Passport and ODE in this account
6550 - Telephone, Telecommunications	15,840.13	14,870.00	970.13	106.52%
6565 - Marketing - Paid Media	95,497.13	116,199.98	-20,702.85	82.18%
6567 - Gift Cards / Gifts	-62.54	8,400.00	-8,462.54	-0.75%
6580 - Events	603.38	6,400.00	-5,796.62	9.43%
6582 - Social Media	416.62	720.00	-303.38	57.86%
6586 - Teacher / parent stipends	294,745.19	453,296.00	-158,550.81	65.02%
6587 - Teacher Promise Stipends	80,000.00	173,040.00	-93,040.00	46.23%
6500 - Operations - Other	0.00	0.00	0.00	0.0%
Total 6500 - Operations	682,743.55	1,001,573.47	-318,829.92	68.17%
6600 - Other Types of Expenses				
6610 - Insurance - Liability, D and O	8,385.00	10,000.00	-1,615.00	83.85%
6615 - Quality Assistance Stipends	508,663.53	864,000.00	-355,336.47	58.87%
6620 - Quality Expansion for Providers	231,044.23	599,000.00	-367,955.77	38.57%
6625 - Classroom Start-up Grants	0.00	50,000.00	-50,000.00	0.0%
6627 - Attendance Initiative	161,077.10	260,100.00	-99,022.90	61.93%
6630 - Tuition Assistance	832,711.10	997,000.00	-164,288.90	83.52%
6631 - Tuition Assistance Pandemic	230,696.00	119,500.00	111,196.00	193.05% Not budgeted but fully funded
6632 - Preschool Promise Plus	504,032.84	0.00	504,032.84	100.0%
6635 - Quality Improvement & Racial Eq	0.00	200,000.00	-200,000.00	0.0%
6642 - Family engagement/ parent comm	133,255.20	188,600.00	-55,344.80	70.66%
6645 - Bank Fees	1,004.05	1,080.00	-75.95	92.97%
6650 - Training / Education	15,369.00	19,100.00	-3,731.00	80.47%
6690 - Other Costs	2.08	0.00	2.08	100.0%
Total 6600 - Other Types of Expenses	2,626,240.13	3,308,380.00	-682,139.87	79.38%
6750 - Leased Employees	1,045,985.28	1,177,302.53	-131,317.25	88.85%
6800 - Travel and Meetings				
6810 - Conference, Convention, Meeting	2,949.00	10,550.00	-7,601.00	27.95%
6815 - Mileage	1,821.31	7,455.00	-5,633.69	24.43%
6820 - Travel				
6822 - Lodging	0.00	10,200.00	-10,200.00	0.0%
6825 - Parking	5.00	1,050.00	-1,045.00	0.48%
6827 - Travel-other	0.00	11,400.00	-11,400.00	0.0%
6820 - Travel - Other	330.02	0.00	330.02	100.0%
Total 6820 - Travel	335.02	22,650.00	-22,314.98	1.48%
6830 - Meals				
6830A - Meals - Meetings	3,521.43	14,500.00	-10,978.57	24.29%
6830B - Meals-Travel	19.91	1,650.00	-1,630.09	1.21%

Preschool Promise, Inc.
Profit & Loss Budget vs. Actual
January through December 2020

	TOTAL			
	Actual	Budget		
	Jan - Dec 20	Jan - Dec 20	\$ Over Budget	
			% of Budget	
6830C - Meals- Events	408.99	28,350.00	-27,941.01	1.44%
6830D - Meals- Training	21,843.14	59,820.00	-37,976.86	36.52%
6830E - Meals- Pandemic	3,728.02	0.00	3,728.02	100.0%
Total 6830 - Meals	29,521.49	104,320.00	-74,798.51	28.3%
Total 6800 - Travel and Meetings	34,626.82	144,975.00	-110,348.18	23.89%
Total Expense	5,792,389.45	7,645,260.00	-1,852,870.55	75.76%
Change in Net Assets (Income/Expense)	205,651.77	-119,500.00	325,151.77	
				Total expenses underbudget

**Star Rating Support for Childcare (Starbound) – 4C for Children
Scope of Work Addendum**

I. Introduction

4C for Children will provide support to child care providers in Montgomery County to help them earn a 3-Star Rating or higher, with the goal of ensuring that all Montgomery County children are fully ready to start kindergarten. The efforts to assist providers across Montgomery County with earning a 3-Star or higher will be called “Starbound.” The 4C coaches and staff will help child care providers fulfill the expectations for high-quality according to Ohio’s Step Up to Quality requirements.

II. Scope of Work

SERVICES TO BE PROVIDED

4C for Children will provide Star Rating support to family child care and center-based programs to providers located in Montgomery County. 4C for Children will identify providers who want to earn a 3-Star Rating or higher by June 30, 2022. 4C for Children will then invite providers to sign a MOU to be part of the Starbound effort that is sponsored by Preschool Promise, with 4C for Children staff support. This program will offer individualized support and training to help administrators and teachers gain the skills and experience needed to meet the requirements for a 3-Star Rating or higher. 4C Coaches will work with Preschool Promise staff to implement the process for requesting funds. This addendum allows 4C for Children to bill up to an additional \$15,000 through the end of the contract, for the following items:

1. Purchasing curriculum, assessment, or other necessary items for family child care to earn a 3-Star or higher
2. 4C staff time to support the coaching and administration of the Starbound project, including:
 - supporting the request and approval process for centers who are requesting funds from Preschool Promise to help the program earn a 3-Star or higher
 - requesting a \$500 stipend incentive payment (to be paid by Preschool Promise) for family child care that have successfully earned the 3-Star or higher rating

2021 & 2022 Goals for Child Care Providers earning a 3-Star or higher

	Number of Family Child Care (Type B)	Number of Centers & Type A
Programs participating in Coaching provided by 4C for Children staff between February 2021-July 2022	25	27
Programs earning 3-Star Rating or higher by July 1,	7	8

2021		
Programs earning 3-Star Rating or higher by July 1, 2022	13	14

INVOICING AND PAYMENT

4C for Children will add the itemized expenses to its regular monthly invoice, per the terms in the original contract.

Play on Purpose Fabrication Consultant Terry Rasor

This contract is made by and between Preschool Promise, Inc. and Terry Rasor (the "Consultant"), and effective as of 10/1/2020 the ("Effective Date").

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

I. Term. The term of this contract is 10/1/2020-12/31/2021. This contract may be terminated by either party in writing at any time and for any reason. Consultant will be required to provide his/her own workspace and tools.

II. Services. Consultant agrees to provide Services to Preschool Promise, Inc. that include but are not limited to: The consultant will design and build an interactive exhibit to encourage play between adults and young children at the Gem City Market. The exhibit will be part of the Learn to Earn Dayton/Preschool Promise "Play on Purpose" effort in Montgomery County

III. Payment. To perform the Services, Preschool Promise, Inc. agrees to pay Consultant an \$18,000 deposit. A final payment for materials and labor will be submitted after the installation and approval of the project. The not to exceed amount for this contract is \$32,000.

IV. Invoicing. Consultant shall submit a detailed invoice for \$18,000 by December 31, 2020 to Hope Vuto at hope.vuto@learntoearndayton.org. A final invoice after installation will be submitted to Hope Vuto.

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 _____, 2020.

Consultant

Preschool Promise, Inc.

Signed: _____

Signed: _____

Title: _____

Signed: _____

Title: _____

PLAY ON PURPOSE FABRICATION CONSULTANT – TERRY RASOR
SCOPE OF WORK
EXHIBIT A

Context

Preschool Promise works closely with non-profit providers, educational institutions and business and community organizations to support young people in their educational journey. Preschool Promise has a special interest in supporting families in the earliest years of life, when children’s brains are developing most rapidly, from 0-5 years old. Recently, Preschool Promise partnered with Learn to Earn Dayton and stakeholders from 35 other organizations serving children to reimagine Montgomery County as a playful city, where caregivers can find meaningful, playful interactions where their children in everyday moments. The vision of “Play on Purpose” is to blanket the City of Dayton with creative, research-based play spaces that encourage families to help their young children engage in serve-and-return, brain-building activities. In doing this work, we have sought the support of public officials, public transit and housing authorities, community stakeholders and neighborhoods, all of whom are coming to see the educational and social value of public play space. What Works Cities provided funding to Preschool Promise to design and build “Play on Purpose” experiences in 2020-2021.

Deliverables

The consultant, Terry Rasor, will design and build an interactive exhibit to encourage play between adults and young children at the Gem City Market. The exhibit will be part of the "Play on Purpose" effort in Montgomery County. This scope of work is valid through December 2021.

Consultant will meet with community members, Gem City Market members, Learn to Earn and Preschool Promise teams to plan, design, sketch, procure materials, and build the interactive exhibit. Please see the attached drawings of the exhibits to be fabricated and installed at Gem City Market.

The Consultant will support the work of Preschool Promise by assisting with various tasks to include the following:

- 1. Build and install Jump Ruler Experience at Gem City Market**
 - a. Work with Learn to Earn, Preschool Promise Staff, Gem City Market Staff and community members to design and install an interactive jump ruler on the plaza of the market
 - b. Purchase Materials- Steel/HDP/hardware
- 2. Build and install Hidden Figures Panel Experience at Gem City Market**
 - a. Work with Learn to Earn, Preschool Promise Staff, Gem City Market Staff and community members to design and install metal panels of hidden figures on the plaza of the market
 - b. Purchase Materials- steel for the fabrication of the Hidden figure panels
- 3. Build and install Hydrophobic Paint Experience at Gem City Market**

- a. Work with Learn to Earn, Preschool Promise Staff, Gem City Market Staff and community members to design and install a mural on the plaza of the market with hydrophobic paint, a paint that is only visible after it gets wet by rain or water.

4. General support of Play On Purpose Work

- a. Meet with staff on a regular basis for progress updates
- b. Assist in the fabrication of signage
- c. Other projects as agreed upon

Project Timeline

October-December:	Meet with stakeholders
November-December:	Design exhibit
December-January:	Procure materials
January-March:	Build exhibit
March-April:	Install exhibit at Gem City Market

Budget

Overall Materials and Labor (design and build) – not to exceed \$32,000

Hidden Figure panels- \$20,500 to \$24,500

Jump Ruler- \$6,000

Hydrophobic painted design- \$1,500

Terms

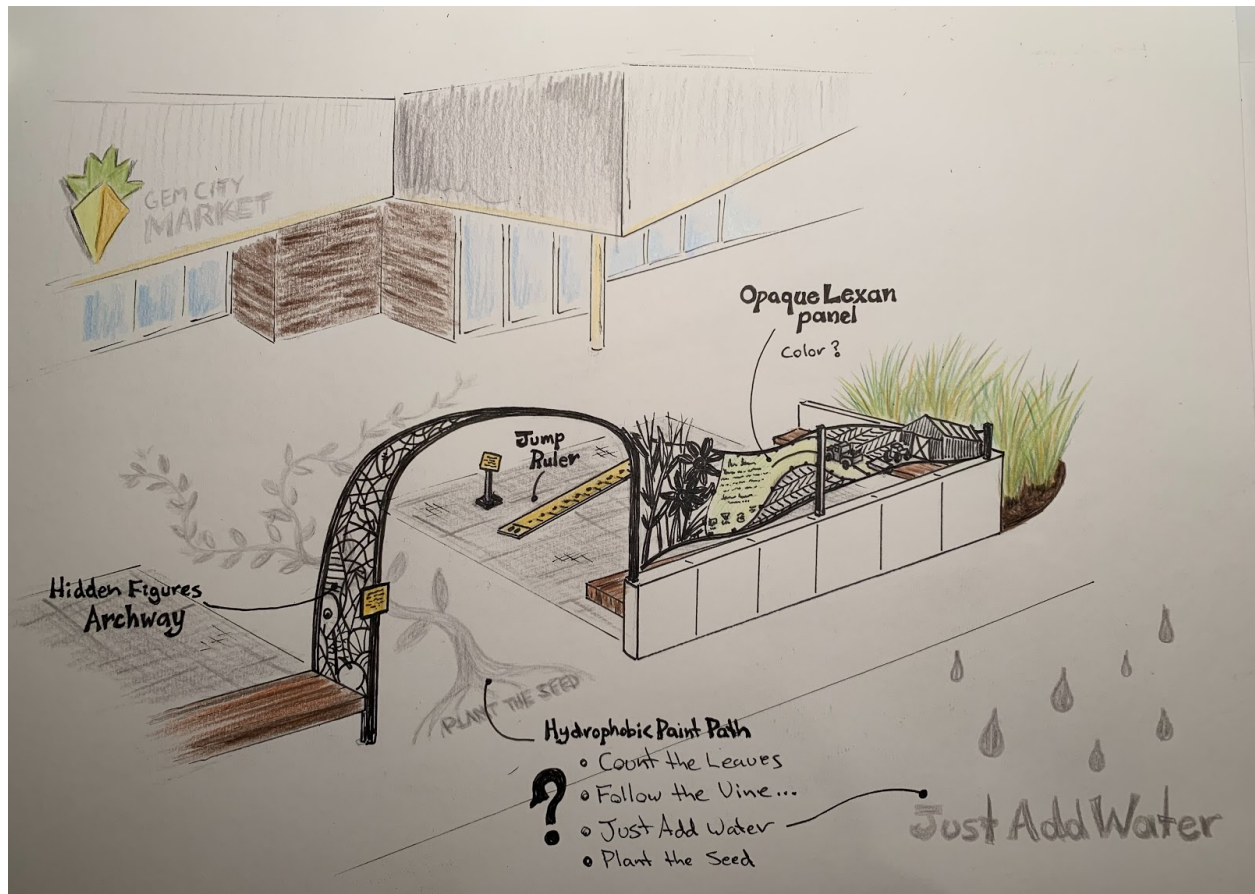
- A deposit of \$18,000 will be made at the initiation of the project; the remainder will be paid after the installation of all three pieces is completed.
- Time Period: October 1, 2020 – December 30, 2021.
- Compensation: Labor and Materials not to exceed \$32,000.
- This is a contracted position. THIS IS NOT AN EMPLOYER – EMPLOYEE RELATIONSHIP; Consultant is responsible for paying all pertinent income taxes.
- The Consultant will provide his/her own tools and workspace.

Invoicing

Consultant will invoice Preschool Promise, Inc. by emailing a detailed invoice to

Robyn.Lightcap@preschoolpromise.org and Hope Vuto at hope.vuto@learntoearn Dayton.org for payment.

Gem City Market + On Purpose Play



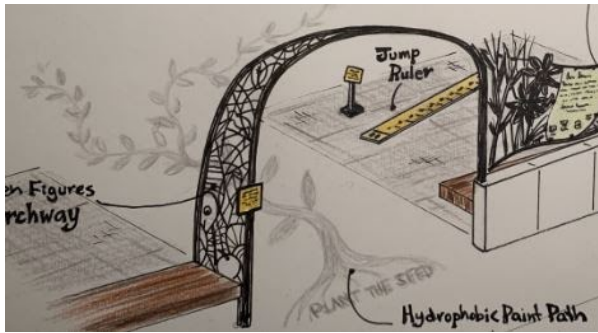
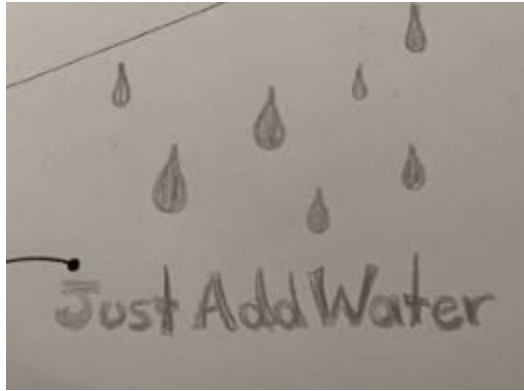
The composite sketch, shown here, includes the elements detailed below. Note: the “just add water” sketch is an option in place of the “plant the seed” hydrophobic paint, and is not part of the plaza. The design on top of the retaining wall/bench wall will be visible to both sides, so as not to impede the accessibility ramp. These are artist renditions and are open to changes/suggestions.

Here is the children’s icon for the market:



The Playful Path:

We recognize that not all families will want to take the playful path into the market--sometimes you do just need to get something from the store! To encourage families to take the playful path on occasion, we envision some sort of interactive pathway on the ground around the exterior bench/wall. Families can have a choice between the direct path and the "playful path." This could make it more efficient for families who want to get in/get out of the market, versus those who want to have a more playful experience. The ground could have footprints or some sort of movement cues on the sidewalk, like step touchpoints.



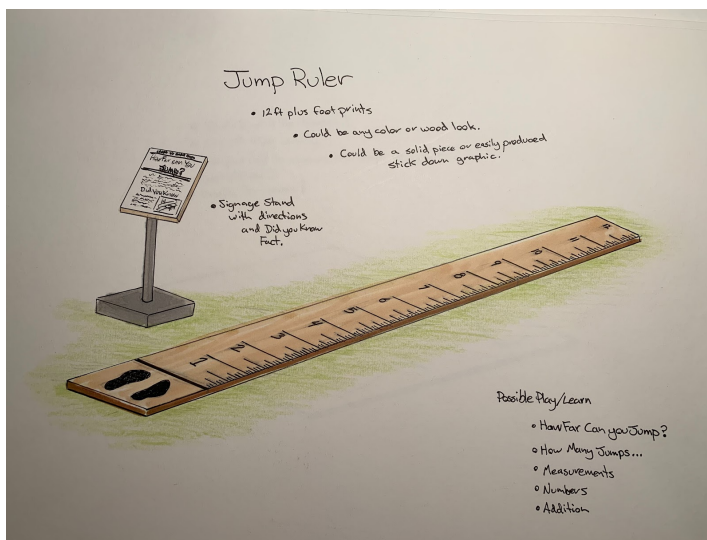
Hydrophobic paint: Using hydrophobic paint on the sidewalk (paint that has images that appear only when it rains), create some sort of artwork that connects to how plants need water, or some sort of playful movement. This could include some sort of information about how plants need water, or could include a playful element such as shown in the image, where families are asked to move in a certain way or pretend to flow like water.

Ask:

- Can you count the leaves/raindrops?
- Can you move like water? Flow, drop, or splash!

Did you know:

- Plants need water to grow, just like all living things
- The plaza cement has special paint, called hydrophobic paint, that only appears when wet



The Jump Ruler: a ruler on the ground, made of either wood or metal, in any color desired. The signage would point to potential facts or playful prompts: *how far can you jump? How many steps does it take to get from one end to the other? How long is x, y, or z (could be food or plants to tie into the market)?* Related signage could also include "did you know" facts or other prompts to link into the market, food sources, or farming.

Ask:

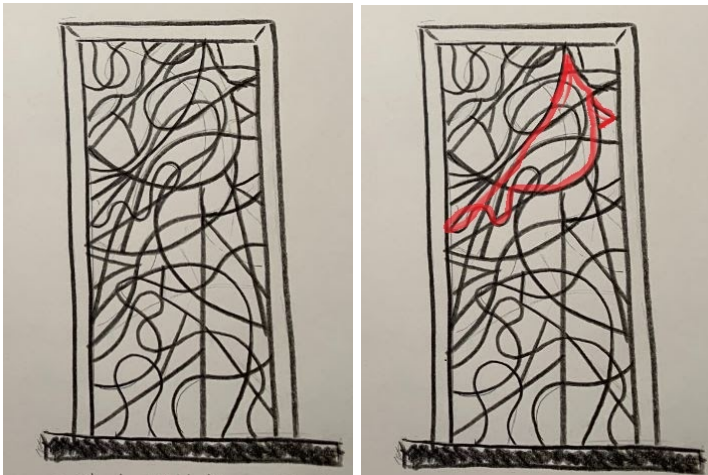
- How far can you jump?
- How many steps does it take to get to the end?
- How long do you think a pumpkin vine is?

Did you know:

- A pumpkin vine can grow 10-20 feet?
- Apple trees grow to 20 feet tall, but can grow up to 40 feet tall

The Interactive Archway:

A metal sculpture or display that children/families can walk through to inspire playful conversations. Similar to the “hidden figures” sculpture, but tying into the branding and story we are trying to create; perhaps have images of food integrated into the metal artwork; the intent is to make some sort of light/sun experience. This could tie into the “story” by describing how plants need sunlight to grow, and could also physically and design-wise tie into the wall (see below)



Hidden Figures/Wire Panel: Inspired by the [hidden figures archway in Philadelphia’s Urban Thinkscape](#), This could be presented as a panel (shown here) or be a complete archway panel with the design throughout. Within the twisted iron would be hidden images, such as a cardinal (highlighted on the right to show where the image is hidden for demonstration purposes, would not actually be red); this could also include the market icon/logo, as well as the logos of community partners; could also include food or other things found in the market

Ask:

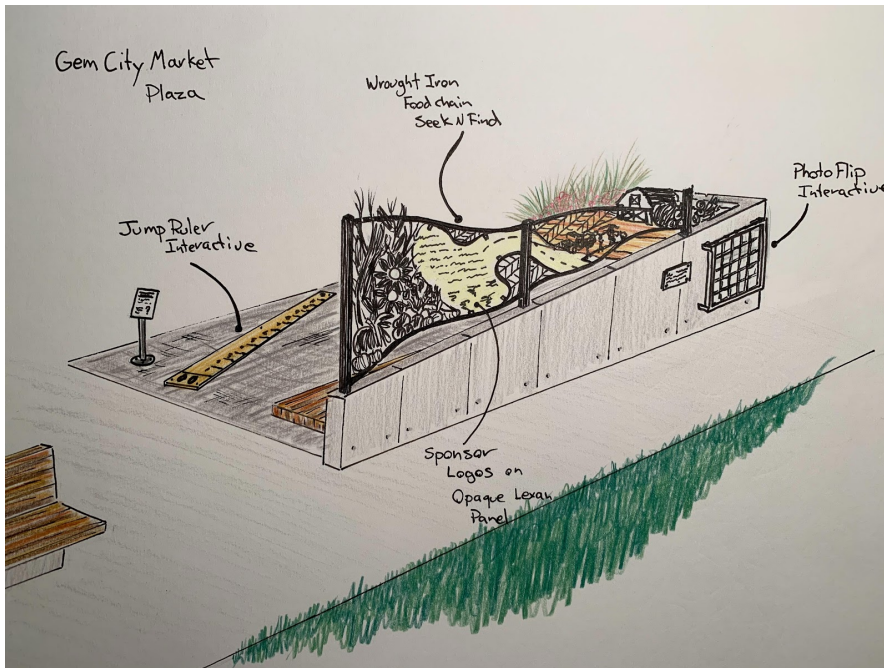
- What do you see?
- Can you find a food? A plant?
- Can you follow one line from beginning to end?

Did you know:

-

The Wall:

The cement wall, as shown in the market design, is the backing for a bench along the “playful path.” The bench wall could serve as an opportunity for either artwork, documentation panels with previous learning or to inspire play, or storytelling path. There is the possibility the wall can have mounted panels on the vertical surface, or have an attached topper that ties into the interactive archway.



The Story Wall: this would use the vertical surface of the cement retaining wall as a tie in to the hidden figures archway. This installation will tell the story of how food moves from farm to the market, growing in the fields (shown in plexiglas) or into plants (made of metal). This will involve the playfulness of light, with some of the metal being reflective, and the plexiglas “field” being colorful but opaque.

Ask:

- What do plants need to grow?
- Can you name the parts of the farm here?
- What do you see?

Did you know:

- Food in the market is available that has been grown right here in Dayton!
- Fruits, vegetables, and grains are grown in fields just like this one

Toledo Early Learning Coalition Shared Services Demonstration

This contract is made by and between Preschool Promise, Inc. and Toledo Early Learning Coalition (the “Consultant”), and effective as of February 15, 2021 the (“Effective Date”).

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

I. Term. The term of this contract runs February 15, 2021 through December 31, 2021. 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 \$450 per provider per month, not to exceed \$13,500 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 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 _____, 2021.

Consultant

Preschool Promise, Inc.

Signed: _____

Signed: _____

Title: _____

Signed: _____

Title: _____

Toledo Early Learning Coalition – Shared Services Demonstration
Exhibit A

I. Introduction

The Toledo Early Learning Coalition (TELC) will conduct a Demonstration of the Shared Services approach implemented in Toledo, Ohio, with three child care providers in Montgomery County. The TELC will provide individualized back office support to child care providers in Montgomery County to assist with short- and long-term planning and financial viability, with the goal of increasing the number of high-quality child care and preschool seats within Montgomery County. The TELC will partner with Preschool Promise to explore possible shared services purchasing agreements to offer to other providers in Montgomery County.

II. Scope of Work

1. Implement child care management software, preferably ProCare.
 - a. Install ProCare or equivalent software.
 - b. Train staff on-site to use the features in ProCare to manage day-to-day business.
 - c. Run regular reports to review processes and ensure efficient operations.
2. Implement financial management software, preferably Quick Books.
 - a. Install the software.
 - b. Provide training to ensure effective implementation.
 - c. Provide monthly financial reports to each child care program.
3. Design, develop and implement Human Resource Management System.
 - a. Create Human Resource Management support materials such as Employee Handbooks, Training Notebooks, Employee Evaluation processes and forms.
 - b. Develop internal and external training calendars to ensure Step Up to Quality requirements are met.
 - c. Develop a plan for active, ongoing recruitment of staff and screening and onboarding new employees.
4. Develop a strategic plan for growth.
 - a. Create a 12-month strategic plan for growth and sustainability with each child care program.
 - b. Conduct facilities assessment and make recommendations to increase capacity, renovate the current facility, or find new space.
 - c. Provide technical assistance which may include: lease negotiation, securing bids from contracts for renovation work, developing relationships with financial institutions.

5. Work with at least one of the three child care programs to become a sponsor for CACFP (Child and Adult Care Food Program).
 - a. Assess organizational capacity to obtain, administer and maintain CACFP sponsorship.
 - b. Develop administrative policies and procedures to ensure fidelity in program operations.
 - c. Develop back-office support to manage data collection, data entry, and documentation of expenses.
6. Work with Preschool Promise to explore the potential of offering services at higher-quality, reduced cost rates to child care providers across Montgomery County – including, but not limited to: business/liability insurance plans, health insurance plans, and payroll systems.
7. Provide ongoing, individualized back-office support such as office administration, project management, grant applications, family engagement, marketing and recruitment, organizational development, and internal compliance with state licensing and Step Up to Quality requirements.

Deliverables

1. All three providers have installed and implemented the ProCare (or other comparable child care management software) by July 1, 2021.
2. All three programs have installed and implemented QuickBooks (or other comparable financial management software) by July 1, 2021.
3. All eligible providers have successfully applied for the Food Program and begun implementation by August 1, 2021.
4. All providers are reviewing monthly financials to assess fiscal sustainability by August 1, 2021.
5. All three programs have Human Resources manuals completed or updated by September 1, 2021.
6. All three programs have a 12-month Strategic Plan completed by December 1, 2021.

III. Invoicing

Toledo Early Learning Coalition will bill Preschool Promise \$450 per provider per month, not-to-exceed \$13,500 from March 1, 2021 through December 31, 2021. The Consultant will invoice Preschool Promise by the 15th of the month, for the previous month's work. Invoices will be sent to the Preschool Promise Director of Operations at Ashley.Marshall@preschoolpromise.org. Invoices will include the activities accomplished, progress made for each Deliverable, and a short summary of the learnings-to-date with each of the three providers participating in the demonstration.