

AGREEMENT FOR SERVICES

This Agreement for Services (hereinafter “Agreement”) is made and entered by and between the **State of Ohio, Department of Education** (hereinafter “ODE”), located at 25 S. Front Street, Columbus, Ohio 43215, and **EnvisionEdPlus LLC** (hereinafter “Contractor”), located at 1352 Shelby Circle, Reynoldsburg, Ohio 43068 a Limited Liability Company organized and in good standing under the laws of the State of Ohio. In consideration of the mutual promises and obligations contained herein, the parties agree by and between themselves as follows:

I. NATURE OF AGREEMENT

- A. Contractor shall be engaged as an independent contractor to fulfill the terms of this Agreement and to act as a contractor to ODE. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that ODE is the sole judge of the adequacy of such services.
- B. ODE enters into this Agreement in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- C. Contractor shall perform the services to be rendered under this Agreement and ODE shall not hire, supervise, or pay any assistants to Contractor in its performance of services under this Agreement. ODE shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

II. SCOPE OF WORK

- A. Contractor shall perform the services (the “Work”) set forth in the attached [Appendix A](#), Scope of Work, which is incorporated as part of this Agreement.
- B. In order to facilitate the Work, if specified, ODE shall provide the resources set forth in [Appendix A](#), Scope of Work.

III. TIME OF PERFORMANCE

- A. The Work shall be commenced on or after the date of an approved purchase order.
- B. This Agreement shall be binding upon both parties until **June 30, 2024**, unless this Agreement is terminated earlier as provided in [Article VI](#), Suspension or Termination of Contractor’s Services.
- C. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“R.C.”) §§ [3517.13](#) , [127.16](#), or R.C. Chapter [102](#).

IV. COMPENSATION

- A. The total compensation paid to Contractor for FY24 shall not exceed **two hundred and one thousand, seven hundred and four 00/100 dollars (\$201,704.00)**.
- B. The total amount due and its manner and schedule of payment shall be computed according to the cost schedule established in [Appendix A](#), Scope of Work.
- C. Contractor shall not be reimbursed for travel, lodging, or any other expenses incurred in the performance of the Work.
- D. Contractor must receive a purchase order from ODE prior to filling an order or performing any of the Work.
- E. Payment shall be made upon the submission of an invoice approved by ODE. Invoices shall include an itemization of services, including the date services were rendered, number of hours worked, the rate per hour, and the total amount due. Contractor is expected to complete any deliverable within the requested fiscal year as stated in "[Appendix A](#)." The final invoice under this Agreement will be submitted by the Contractor to ODE no later than forty-five (45) days after the Agreement's expiration date. Contractor shall submit all invoices via email to the following email address:
Fiscal.management@education.ohio.gov.
- F. Contractor is required to provide electronic funds transfer (EFT) payment information and maintain such an account for all associated payments. Contractor may sign up at <http://www.supplier.obm.ohio.gov/>
- G. ODE may use the Ohio Payment Card to pay for services that do not exceed Five Thousand and 00/100 Dollars (\$5,000.00) per invoice, unless the Office of Budget and Management approves a higher limit. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may only process a payment for the amount delivered or completed. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. Contractor should expect normal processing fees from its merchant bank for payment card transactions which may not be passed on to ODE.
- H. OhioBuys. This Agreement will become part of OhioBuys (per State of Ohio Procurement Policy), an electronic procurement system which provides contract and catalog hosting and management services. Ordering Agencies utilize this system to track and monitor the procurement, solicitation, and contracting of goods and services. When this Contract becomes part of OhioBuys, the Contractor agrees to establish, maintain, and support its Supplier account and notify ODE when such updates have been made.

V. APPROPRIATION OF FUNDS

- A. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § [126.07](#), have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODE gives Contractor written notice that such funds have been made available to ODE by ODE's funding source.

VI. SUSPENSION OR TERMINATION OF CONTRACTOR'S SERVICES

- A. ODE may, at any time prior to completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Contractor.
- B. In the event that the Work includes divisible services, ODE may, at any time prior to completion of the Work, by giving written notice to Contractor, suspend or terminate any one or more such portions of the Work.
- C. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by ODE, furnish a report, as of the date Contractor receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting therefrom, and any other matters ODE requires.
- D. Contractor shall be paid for services rendered up to the date Contractor receives notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing Work performed and hours worked. In the event of suspension or termination, any payments made by ODE for which Contractor has not rendered services shall be refunded.
- E. In the event this Agreement is terminated prior to completion of the Work, Contractor shall deliver to ODE all work products and documents which have been prepared by Contractor in the course of performing the Work. All such materials shall become and remain the property of ODE, to be used in such manner and for such purpose as ODE may choose.
- F. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against ODE by reason of any suspension or termination.

VII. RELATIONSHIP OF PARTIES

- A. It is expressly understood that Contractor and ODE are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.
- B. It is further understood that neither Contractor nor its employees or agents are “employees” of ODE as the term is used in division (F) of section [124.01](#) of the Ohio Revised Code and, therefore, are not eligible for vacation, medical insurance, sick leave, parental leave, leave of absence, tenure, bumping rights, retirement, or any other benefits or rights, which are incidents of public employment subject to the civil service laws of Ohio. Moreover, Contractor is responsible for compliance with any labor laws and contracts as it pertains to any union employees under its employment.
- C. Contractor shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Contractor will also be responsible for all licenses, permits, employees’ wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers’ Compensation and Unemployment Compensation coverage, if any.

VIII. RECORD MAINTENANCE AND ACCESS

- A. During performance of this Agreement and for a period of three (3) years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to ODE as ODE may reasonably require.
- B. Contractor shall, for the purpose of compliance with R.C. § [145.036](#), provide ODE with a list of all individuals who will provide personal services under this Agreement, but only if Contractor has no more than four employees.
- C. Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Contractor shall make available to ODE, its agents or other appropriate State agencies or officials all books and records regarding this Agreement which are in the possession or control of Contractor, including, but not limited to, financial reports, and all other information pertaining to Contractor's performance of its obligations under this Agreement. ODE, its agents and other appropriate State agencies and officials may review, audit, and make copies of such books and records. Any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with Contractor's normal business operations.
- D. Document Accessibility. If contractor creates documents that will be posted to external or internet websites, Contractor must comply with Section 508 of the Rehabilitation Act, 29 USC 794(d) (<https://www.section508.gov/manage/laws-and-policies/>), which gives disabled employees and members of the public access to information that is comparable to access available to others.

IX. RELATED AGREEMENTS

- A. All Work is to be performed by Contractor, who may subcontract without ODE's written approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in [Appendix A](#), Scope of Work, but which are required for satisfactory completion of the Work.
 - i. Contractor shall not enter into subcontracts related to the Work without prior written approval by ODE. All subcontracted work shall be at Contractor's expense.
 - ii. Contractor shall furnish to ODE a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.
- B. Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor and shall not agree to any provision which seeks to bind ODE to terms inconsistent with, or at variance from, this Agreement.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- A. ODE shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by ODE shall be subject to copyright by

Contractor in the United States or any other country. If Contractor has reason to believe that use of a specified item is subject to patent or copyright protection, Contractor shall immediately notify ODE.

- B. Contractor agrees that all original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by ODE. Any requests for distribution received by Contractor shall be promptly referred to ODE.

XI. CONFIDENTIALITY AND FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

- A. Contractor shall comply with all applicable provisions of Ohio and federal laws including the Family Educational Rights and Privacy Act (hereinafter “FERPA”) or its state equivalent. FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of [Chapter 99 of Title 34](#) of the Code of Federal Regulations. Nothing in this Agreement shall be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by either state or federal laws or regulations.
- B. As used herein, “confidential information” means any and all information provided in any form from one party to the other which is, by its nature, information that a prudent businessperson would maintain as confidential. “Personal information,” as described in [1347.01\(E\)](#) of the Ohio Revised Code, includes personally identifiable student information or educational records defined by FERPA.
- C. Each party shall use confidential information only in connection with completing the terms of this Agreement as set forth herein. Each party agrees to use reasonable efforts to safeguard confidential information. “Reasonable efforts” means efforts not less than those a party employs to protect its own confidential information and, in any event, efforts not less than those a prudent businessperson would take to protect his or her own confidential and proprietary information. No party shall, without the prior written approval of the other party, directly or indirectly, disclose confidential information to any person or business entity except its own employees and representatives, including attorneys, accountants, and financial advisors, on a need-to-know basis.
- D. If Contractor experiences any breach of data security that exposes confidential information, that party shall bear all costs to notify every individual whose confidential information may have been compromised.
- E. The Contractor agrees not to use advertising, news releases, sales promotions, or other publicity matters relating to any product or service furnished by the Contractor wherein ODE’s name is mentioned, or language used from which a connection with ODE may be reasonably inferred, without the prior written consent of ODE.
- F. Any obligations under this Agreement regarding confidentiality are subject to applicable law, including the Ohio Public Records Act set forth in R.C. Chapter [149](#). The disclosure of records by ODE pursuant to the Ohio Public Records Act shall not be a breach of this Agreement and shall not constitute a waiver of Contractor’s obligations under this Article XI as to any records disclosed pursuant to a request for public records.

XII. LIABILITY

- A. Contractor agrees to indemnify and hold ODE and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor’s own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party

agents, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters, and any claims involving patents, copyrights, and trademarks.

- B. Contractor shall bear all costs associated with defending ODE and the State of Ohio against any claims.
- C. In no event shall either party be liable to the other party special damages, which include lost profits.

XIII. ANTITRUST ASSIGNMENT

- A. Contractor assigns to ODE all state and federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

XIV. CONTRACTOR'S STATUTORY OBLIGATIONS

- A. **COMPLIANCE WITH LAWS.** Contractor, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- B. **DRUG-FREE WORKPLACE.** Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- C. **NONDISCRIMINATION OF EMPLOYMENT.** Pursuant to R.C. § [125.111](#), Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § [4112.01](#), national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- D. **USE OF MBE AND EDGE VENDORS.** Revised Code § [125.081](#) requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and [Ohio Executive Order 2008-12S](#) encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODE encourages Contractor to purchase goods and services from Ohio-certified MBE and EDGE vendors.
- E. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** Contractor acknowledges and agrees neither Contractor nor any of its individual employees providing personal services under this Agreement are public employees for the purposes of R.C. Chapter [145](#). ODE will not make contributions to the public employees' retirement system on behalf of any individuals employed by Contractor, or its subcontractors or other agents. Contractor certifies that it is an employer with five or more employees as defined as a "business entity" in R.C. § [45.037\(A\)](#) for the purposes of the application of R.C. Chapter [145](#), or that it has completed the necessary forms through OhioBuys if Contractor is an employer with no more than four (4) employees.

XV. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- A. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section [125.111](#) of the Ohio Revised Code and all related Executive Orders. Before a contract can be awarded or renewed, an Affirmative Action Plan must be submitted to and approved by the State of Ohio.
- B. **CONFLICTS OF INTEREST/ETHICS.** Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter [102](#) and Sections [2921.42](#) and [2921.43](#) of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest.
- C. **QUALIFICATIONS TO DO BUSINESS.** Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If Contractor becomes disqualified from conducting business in the state of Ohio for any reason at any time during the term of this Agreement, Contractor will immediately notify ODE in writing and will immediately cease performance of the Work.
- D. **CAMPAIGN CONTRIBUTIONS.** Contractor hereby certifies that neither it, nor any person described in R.C. § [3517.13](#) (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § [3517.13](#).
- E. **FINDINGS FOR RECOVERY.** Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. § [9.24](#). If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio*, and the Contractor shall immediately repay any funds paid under this Agreement.
- F. **DEBARMENT.** Contractor represents and warrants that neither it, nor any of its subcontractors, are debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio*, and the Contractor shall immediately repay any funds paid under this Contract.
- G. **EXPENDITURES OF PUBLIC FUNDS ON OFFSHORE SERVICES.** Contractor affirms to have read and understands [Executive Order 2019-12D](#) issued by Ohio Governor Mike DeWine. Contractor shall perform no services required under this Agreement or locate State data in any way outside of the United States.

Contractor also affirms to have read and understands [Executive Order 2022-02D](#) issued by Ohio Governor Mike DeWine. Contractor has signed and completed the Standard Affirmation and Disclosure Form and shall perform no services in Russia, locate State data in Russia in any way, or purchase from or invest in Russian institutions or companies.
- H. **BOYCOTTING.** Pursuant to R.C. § [9.76](#), Contractor hereby declares that it is not boycotting any jurisdiction with whom the State of Ohio can participate in open trade, including the nation of Israel, and will not do so during the term of this Agreement.
- I. **MATERIALS AND EQUIPMENT.** Contractor warrants to ODE that all materials and equipment furnished under this Agreement shall be new and of good quality unless otherwise required or permitted by the

Agreement, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Agreement.

XVI. MISCELLANEOUS

- A. **CONTROLLING LAW.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- B. **WAIVER.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Agreement will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.
- C. **SURVIVAL.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties, and limitations on damages shall survive the termination of this Agreement. In addition, to the extent necessary to carry out the purpose of this Agreement, all other terms, conditions, representations, or warranties contained in this Agreement will survive the expiration or termination of this Agreement.
- D. **SUCCESSORS AND ASSIGNS.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of ODE.
- E. **NOTICES.** For any notice under this Agreement to be effective, the notice must be in writing and:
 - i. hand delivered with delivery acknowledged in writing;
 - ii. sent by U.S. Certified mail, return receipt requested, postage prepaid;
 - iii. sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or
 - iv. sent by email.
- F. **CONFLICT.** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- G. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- H. **SEVERABILITY.** If any provision of the Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- I. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- J. **AMENDMENTS OR MODIFICATIONS.**
 - i. ODE reserves the right to right to reduce the Scope of Work set forth in Appendix A by providing written notice to the Contractor.
 - ii. ODE may document non-material changes in writing and provide notice to the Contractor.

iii. Any other change to this Agreement will not be effective unless it is in writing and signed by both parties to the Agreement.

- K. EXECUTION. This Agreement is not binding upon ODE unless executed in full and is effective as of the last date of signature by ODE.
- L. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- M. ELECTRONIC SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter [1306](#). Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
- N. ASSIGNMENT. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Contractor without the prior express written consent of ODE.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this Agreement on the date stated below that party's signature.

CONTRACTOR

EnvisionEdPlus, LLC

By: 

Printed Name: Michele D. Timmons

Title: Founder and Chief Executive Officer

Date: 04/25/2023

OHIO DEPARTMENT OF EDUCATION

By: _____

Stephanie K. Siddens, Ph.D.

Interim Superintendent of Public Instruction

Date: _____

APPENDIX A: Scope of Work

Contractor will administer a series of professional development opportunities to grant recipients of the Summer Learning and Afterschool Opportunities Grant in addition to other Elementary and Secondary School Emergency Relief (ESSER) fund grant in order to aid their ability to decrease the academic impact of lost instruction time due to the pandemic, increase students' social emotional strengths, provide a safe and engaging environment for families while working, and provide opportunities for engagement in new learning activities.

Summer Learning and Afterschool PD

Overview Meeting: In-Person (Fall 2023)

Participate in ODE overview meeting to finalize content and adjust timelines or other activities as needed. Create content, resources, surveys, and registration for Design Lab 1. Submit Design Lab 1 plan to ODE (10 business days prior to the event) and to the Ohio Professional Registry for approval.

Monthly Project Meetings

Throughout the contract term, the Project Manager and the ODE team lead will set the calendar for monthly live virtual meetings. They will also co-create monthly meeting agendas which will include topics such as training data check-ins, topics for training, survey results and content, timeline with deliverables, etc. This team will also troubleshoot conflicts or other challenges that arise during the project. The Project Manager will share agendas and virtual meeting links with all relevant team members in advance of the monthly meetings, co-facilitate meetings with ODE lead, take notes during meetings and share notes in a timely manner. All live virtual meetings will be recorded, and recordings will be shared among team members (ODE and project team). EnvisionEdPlus will ensure that at least the Assistant Project Director and Project Manager will attend each of these meetings. The Project Director and other Project Team members will participate as appropriate, due to topics.

SLAOG Design Labs

SLAOG Session 5: Accountability Design Lab (September 2023)

Deepen teams' understanding of effective federal grant management strategies, including use of federal funds, data collection, and reporting within Ohio's CCIP grants management system. Share new strategies for using data to understand how their program is impact to key stakeholders including families, school/district leadership and potential funders.

Anticipated Facilitators: Nichelle Harris, Michele Timmons, Tricia Moore, Michele Ritchlin

Core Skills Learned:

1. Advanced knowledge of effective grant management. (ODE requirement)
2. Develop communication strategies to improve stakeholder understanding of program quality (CKC: Family, School, and Community Relationships, Community Collaborations, 1.1 and 3.3)

SLAOG Session 6: Literacy is FUN-damental Design Lab (October 2023)

Introduce ways OST can thread literacy instruction and practice throughout a program and still be FUN. Participants will discover active, engaging, and free (or inexpensive) resources and activities that build literacy skills in interesting and fun ways. All resources and activities shared will be in alignment with *Ohio's*

Plan to Raise Literacy Achievement.

Anticipated Facilitators: Nichelle Harris, Michele Timmons, Tricia Moore, Dr. Thomie Timmons

Core Skills Learned:

1. Learn to use three (3) additional strategies for deepening a mind safe environment within OST learning. (CKC: Learning Environments & Experiences, Learning Experiences, 1.7 and 2.4)

SLAOG Session 7: Career Connections Design Lab (February 2024)

Introduce Ohio's [Career Connections](#) framework. Build awareness of resources, tools, and activities like INFOhio's [OpenSpace](#), OAN's [STEM](#) resources, and Young Entrepreneur Institute's [entrepreneurship](#) resources. Engage participants in collaborating with community partners to effectively provide career awareness (K-5), career exploration (6-8), and career planning (9-12) experiences within their program.

Anticipated Facilitators: Nichelle Harris, Michele Timmons, Tricia Moore, Dr. Thomie Timmons,

Core Skills Learned:

1. Utilize a variety of active and engaging resources that promote learning about careers. (CKC: Learning Environments & Experiences, 3.1)
2. Collaborate with community partners to expand career awareness, exploration, and planning experiences, (CKC: Learning Environments & Experiences, Learning Experiences, 2.6; Family, School and Community Relationships, Community Collaborations, 2.2)

SLAOG Session 8: Sustainability Design Lab (March 2024)

Introduce grantees to the OAN Keep the Lights On Sustainability Toolkit and other high quality sustainability resources for OST programs. Share strategies for accessing funding to support continuation and expansion. Create plans for post-grant sustainability.

Anticipated Facilitators: Nichelle Harris, Michele Timmons, Tricia Moore, Michele Ritchlin

Core Skills Learned:

1. Develop basic understanding effective strategies for program sustainability. (CKC: Family, School and Community Relationships, Family Systems, Community Collaborations, 3.2)
2. Enhance skills at collaborating with families, partners, district/school staff and funders to promote sustainability. (CKC: Professional Development, Leadership & Advocacy, 2.5)

Actors and Factors Workshop @ OAN Best Foot Forward

- Two (2) half-day sessions (one in AM, one in PM); grantee organizations send one representative to participate
- Goal: serve 25% of grantee organizations at each session.

Anticipated Facilitators: Nichelle Harris, Michele Timmons, Tricia Moore, Dr. Thomie Timmons

Core Skills Learned:

1. Develop advocacy skills to effectively communicate with and engage partners. (CKC: Family, School and Community Relationships, Community Collaborations, 2.4 and 3.5)

Plan to Develop Resources and Administer Surveys

Resource Development

As part of training design, the Project Team will design and curate resources to accompany each training specific to the content subject matter. All registrants will receive access to a Google Drive folder where resources and materials from each project training will be kept. Sessions will be recorded, and the recordings will be included within each session's folder. Materials from each of the eight (8) Design Labs will be housed within one main Google Drive folder. This will enable any grantee who registers for at least one of the training sessions to access recordings and materials from every session. Resources will be easily accessible and readily available to grant recipients for application purposes. All resource materials shall be visually appealing and similarly formatted.

Survey Development

As mentioned previously, EnvisionEdPlus takes data collection and evaluation of professional learning very seriously. Systems are already in place to survey each participant before and after each training session. Pre-session surveys are generally interactive in nature and included during or immediately after the Hook Activity. This data will assist co-facilitators in understanding each participants' baseline understanding of concepts or skills that will be covered as well as pre-learning perceptions and misconceptions. All co-facilitators are adept at quickly adjusting content and pace of learning based on this information. Throughout the training, EnvisionEdPlus will check for understanding and provide opportunities for participants to process their learning. At the end of each training session, all participants will be expected to complete the post-training evaluation survey. EnvisionEdPlus uses a straightforward evaluation survey for all training sessions that allow for participant feedback for both the training content, delivery, and resources. These surveys also include questions about the effectiveness of the live virtual platform and learner engagement in the experience. During the initial project meeting (August 2022), EnvisionEdPlus will share the current iteration of the evaluation survey and request feedback from ODE staff. The recommendations will be reviewed by both EnvisionEdPlus' external evaluator and ODE's chosen external evaluator to ensure that each survey is specific to the training offered but similarly aligned for data analysis purposes.

Plan for Annual Findings Report

Data Check Ins.

During bi-weekly check-ins the Project Manager will share relevant data and request Project Team input to continuously improve project implementation. As described in the timeline (see pp. 18-19) data from each training evaluation survey will be collected, analyzed, and shared with the ODE team during monthly meetings. The Project Manager will then ensure recommendations for change are implemented within the next training session.

Annual Findings Report.

Since data will be monitored and reported following each training session, the Project Team will have little difficulty in completing the Annual Findings Report. The report will include summaries of each training, survey results, in addition to any other data or feedback collected from grant recipients. The Project Manager will be responsible for creating a draft report for the EnvisionEdPlus Project Team by the end of April each year. The team will review the report and make edits as needed to ensure accuracy. Key findings will be shared informally with the ODE team during the May monthly meeting. The Training Quality Specialist and Logistics Specialist will update the report, ensuring it is visually appealing and properly formatted by early June. The final version will be submitted to ODE no later than June 30th of each year. All materials developed as a result of the contract shall remain the property of ODE.

ESSER Scope of Work: ESSER Grant Recipient PD

EnvisionEdPlus proposes to provide 6 training sessions using the EnVisionEdPlus Design Lab framework for each session. It is anticipated that each session will have up to 480 participants (160 ESSER grantee organizations *teams of 3). The additional proposed session *Mind Safe Learning Design Lab* (November 2023) is a critical strategy to help programs build capacity to mitigate the effects of trauma, especially trauma as a result of the pandemic. Since the STREAM model integrates speaking and listening standards, it also provides an extra ‘dose’ of literacy connections.

Quarterly Meetings

EnvisionEdPlus proposes to provide four (4) live virtual quarterly meetings to have the opportunity to meet with ODE staff to monitor progress and ensure all services are meeting intended outcomes. This will ensure that the content supplements are new resources and not duplicate information and activities they would otherwise receive from ODE. Meetings are anticipated to last two (2) hours. Four (4) EnvisionEdPlus team members will participate in each meeting and one (1) hour of preparation per meeting will be required.

Annual Overview Meeting

One (1) annual in-person or virtual meeting will be at the project onset. All members of the EnvisionEdPlus team will participate.

ESSER Design Lab

ESSER:OST Program Design Lab (May 2024)

Bring Your Own Data (BYOD) Day! Teams analyze this past year’s student data and program outcome data. Conduct SWOT Analysis (strengths, weaknesses, opportunities, and threats). Learning best practices to address key program challenges and make implementation plans for improving program effectiveness.

Anticipated Facilitators: Nichelle Harris, Michele Timmons, Tricia Moore, Michele Ritchlin

Core Skills Learned:

1. Using innovative strategies to evaluate and improve practice. (CKC: Professional Development, Continuous & Reflective Professional Development, 2.2)
2. Reflective inquiry to inform and improve personal practice and program. (CKC: Professional Development, Professionalism in Practice, 3.11)
- 3.

Actors and Factors Workshop

EnvisionEdPlus will provide four (4) *Actors and Factors: A Game of Partnership and Sustainability* workshops to develop ESSER grantee professionals’ skills to engage partners and promote program sustainability. We will collaborate with ODE staff to identify even locations to ensure events are spread equitably across the state. The goal is for at least two (2) people from each of the 160 grant recipients to attend this impactful training once.

Anticipated Facilitators: Nichelle Harris, Michele Timmons, Tricia Moore, Dr. Thomie Timmons

Core Skills Learned:

1. Develop advocacy skills to effectively communicate with and engage partners. (CKC: Family, School

and Community Relationships, Community Collaborations, 2.4 and 3.5)

Findings Report: ESSER

1. Each report will include a synopsis of each training session, participant feedback, and survey results.
2. Report will be submitted electronically in pdf format.
3. Raw data and any personally identifiable information will be omitted from the report.

Staffing Plan

Michele D. Timmons, EnvisionEdPlus, Founder and Chief Executive Officer.

Role in Project. Project Director and Co-Facilitator

Key Project Duties. Project oversight and ultimately responsible for project success. Provide support to project staff and ODE staff to ensure all aspects of the project are operating smoothly. Attend and participate in annual overview convening with ODE personnel, attend monthly meetings as necessary to ensure project success. Responsible for all financial aspects of the project. Support training design and co-facilitate training as applicable.

Experience with similar projects and roles. Michele has designed and facilitated thousands of high quality, active and engaging professional learning experiences for thousands of adult learners over the last 31 years. She developed the EnvisionEdPlus Design Lab professional learning model in 2016 and replicated this model 37 times in both K-12 education and OST settings. Since starting EnvisionEdPlus in 2013, she has acted as both the Chief Financial Officer and CEO. As an alumni of the prestigious Goldman Sachs 10,000 Small Business Program and her participation in the Emerging Entrepreneur Experience program, Timmons has developed the financial and leadership skills to ensure company sustainability and growth. In just the last three years, Michele has collaborated with nearly a dozen ODE staff in designing and facilitating face to face and live virtual professional learning reaching hundreds of educators and OST professionals. She is also currently coordinating professional learning and supporting grant management on five (5) ODE grants including two (2) RemotEDx (Kenton City and Perry Local), two (2) Amplifying Graduation Pathways (Young Entrepreneur Institute and Junior Achievement of the Mahoning Valley) and one (1) Innovative Workforce Incentive Program (Painesville Local) grants.

Nichelle Harris, Gap-Logic, Principal Education Consultant.

Role in Project. Project Manager and Lead Facilitator

Key Project Duties. Primary liaison between ODE and project team. Collaborate with logistics specialist on marketing, registration, and all training event logistics. Direct management of day-to-day project activities. In collaboration with the project team and with approval from ODE staff, create training materials, resources, and survey content for all training events. Schedule and attend all meetings with ODE staff. Collaborate with ODE contracted external evaluator for the Summer Learning and Afterschool Opportunities Grant to ensure training alignment, program improvement, and sustainability. Regularly review and as needed, update training schedule based on project team, ODE, external evaluator, and grant recipient feedback. Collaborate with EnvisionEdPlus' contracted external evaluator to ensure training surveys allow for participant feedback on

content, delivery, resources and that the questions are designed in such a way that they are similarly aligned for data analysis purposes but specific to each training and provide useful data. Collect, analyze, and report on participant attendance, training experiences and effectiveness. Manage Ohio Approved process. Create Annual Findings Report and submit to ODE as per guidelines.

Experience with similar projects and roles. As Managing Director of Education for the YWCA Columbus, Nichelle has designed and facilitated dozens of training opportunities (face to face and live virtual) for her staff of more than 60 OST professionals. Nichelle is also an experienced professional learning facilitator at the national level. In her past role as OAN Director, Nichelle managed multiple grants and contracts including funds from ODE and the Mott Family Foundation, coordinated the Network's quarterly meetings for OST professionals across Ohio. As OST program director in Marysville, Nichelle collaborated with district officials to ensure OST program sustainability, managed grant funds and reported regularly on program outcomes.

[Tricia A. Moore, EnvisionEdPlus, Chief Operation and Engagement Officer.](#)

Role in Project. Project Assistant Director and Co-Facilitator

Key Project Duties. Direct supervision (including hiring and quality assurance) of project staff and all contractors that will provide services to the project. Actively participate in all phases of the project including all meetings with ODE staff. Provide training, guidance, and support to Project Manager to ensure the Design Lab model is implemented with fidelity. Co-design and co-facilitate project training. Review and approve key communications before distribution. As applicable, manage the Digital Promise microcredential integration.

Experience with similar projects and roles. As Chief Operation and Engagement Officer, Tricia is adept at hiring, supervision, and coordination of contractors. She has actively participated in the design and facilitation of nearly all 38 Design Labs, continuing to fine tune the model over time. In her previous roles as an education sector journalist and a school district communications director is well versed in designing communications and effectively messaging information for a variety of audiences.

[Dr. Thomie Timmons, EnvisionEdPlus, Chief Learning Officer.](#)

Role in Project. Training Quality Specialist

Key Project Duties. Collaborate with training designers and facilitators to ensure all training content is high quality, engaging and uses best practices for adult learning. Use an equity lens to review all content and training plans. Provide guidance and support to the project team to ensure all training and materials are a) visually appealing and similarly formatted, b) provide appropriate ADA accommodations for adult learners, and c) culturally relevant and appropriate for the intended audience. As applicable, manage the Ashland graduate credit process.

Experience with similar projects and roles. As EnvisionEdPlus' Chief Learning Officer and a former school district Innovation Coordinator, Dr. Timmons has a wealth of experience designing and facilitating active and engaging adult learning. As a result of his doctoral studies in Social Justice in Education, Dr. Timmons has developed a keen awareness of equity and regularly advises the EnvisionEdPlus team and clients on strategies to increase equity.

Timmons also puts his fine arts degree to use assisting EnvisionEdPlus and our partners in improving the visual appearance of training and marketing materials.

[Michele Ritchlin, Ohio Afterschool Network, Executive Director.](#)

Role in Project. Professional Learning Quality Consultant, Co-Facilitator

Key Project Duties. Collaborate with training designers and facilitators to ensure all training content is high quality, engaging and directly aligned to the needs of the field. Co-facilitate trainings as applicable. Co-market all training opportunities to engage both grantees and other OAN members in high quality professional learning. Collaborate with EnvisionEdPlus to offer a free in-person pre-conference training to grantees prior to OAN's annual Best Foot Forward conferences in 2023 and 2024.

Experience with similar projects and roles. As OAN Executive Director, Ms. Ritchlin has surveyed the OST field to improve her understanding of the professional learning needs of her membership. In this role, she has also developed significant skill at designing and facilitating OST professional learning in a virtual environment. As a former non-profit Executive Director (Afterschool Programs of Lancaster) she managed more than a million dollars in 21st Century Community Learning Center grants and supervised and trained a staff of thirty. These skills, plus her recent experience developing and implementing extensive educational afterschool and summer programs will be essential to the success of the proposed training schedule.

[Kelley Albright, EnvisionEdPlus, Digital Platform Media Specialist.](#)

Role in Project. Logistics Specialist

Key Project Duties. Assist Project Manager in designing and communicating all information to grantees across multiple platforms. Manage marketing, social media, registration, evaluation, and certificate related activities. Manage digital platforms and tools. Coordinate relevant ADA accommodations to ensure virtual training meets adult learner needs. Monitor and track participant attendance. Ensure all resources are easily accessible in a virtual format and readily available to grant recipients. Collaborate with Training Quality Specialist to ensure all resources and materials are visually appealing and similarly formatted. Support Project Manager in ensuring training surveys are issued to all participants and that data is available for analysis as per ODE guidance.

Experience with similar projects and roles. In her role as Digital Platform Media Specialist for EnvisionEdPlus, Kelley is responsible for all marketing, registration, evaluation, and certificate related activities for 100% of our events. In just the last 128 days Kelley has successfully managed 28 live virtual events. Kelley regularly collaborates with EnvisionEdPlus leadership to create informative, effective, and visually appealing communication and marketing materials. She is also responsible for creating content and managing EnvisionEdPlus' website and social media.

Contingency Plan if Key Personnel Become Unavailable.

[Short term unavailability of key personnel.](#) Each training session will have two lead facilitators and a backup facilitator. If one of the leads becomes unavailable for a particular training session, the backup will co-facilitate with the other lead facilitator. Additionally, all EnvisionEdPlus staff are cross trained, so multiple team members are able to manage any of the required project work when, if a short-term unavailability occurs.

[Long term unavailability of key personnel.](#) EnvisionEdPlus has recently completed succession planning so if there is a long-term unavailability of executive staff, plans are in place to ensure the company will remain solvent and able to continue performing all work until the situation is resolved or new staff are hired. If there

are consultant availability challenges, EnvisionEdPlus will collaborate with OAN leadership and/or board to identify and recruit a high-quality replacement. Given the depth and breadth of the network that OAN and EnvisionEdPlus have within the field, we do not anticipate significant challenges finding consultants with outstanding skills and experience facilitating training and managing project activities. In the case of a long-term unavailability, EnvisionEdPlus will immediately notify ODE, explain the situation, and share the specific plan for recruiting a replacement. This plan will include the short-term solution to ensure the project continues without interruption and the timeline for recruiting, identifying, and hiring the replacement. Upon request, the ODE will be given the opportunity to vet the new team member prior to them joining the project team. Upon hiring, EnvisionEdPlus leadership will provide sufficient training and mentoring to ensure the person is successful in their new role.

Budget FY24:

Deliverable	Qty	Unit of Measure	Cost	Extended Cost
Overview Meeting (SLAOG)	1	Each	\$1,830	\$1,830
Overview Meeting (ESSER)	1	Each	\$1,830	\$1,830
Virtual Dept Meetings (SLAOG)	12	Each	\$900	\$10,800
Quarterly Meetings (ESSER)	4	Each	\$1,800	\$7,200
Actors & Factors (ESSER)	4	Each	\$9,071	\$36,284
Virtual Training (SLAOG)	4	Each	\$17,827.50	\$71,310
Virtual Training (ESSER)	5	Each	\$12,240	\$61,200
Findings Report (SLAOG)	1	Each	\$3,750	\$3,750
Findings Report (ESSER)	1	Each	\$7,500	\$7,500
Total:				\$201,704