



**PULLMAN PUBLIC
COMMUNITY FREE
MONTESSORI K-9**

Pullman Community Montessori

PCM Board Working Group Meeting

Date and Time

Tuesday August 18, 2020 at 5:30 PM PDT

Location

All board meetings are open to the public. Meetings are held from 5:30 PM PST to 7:00 PM PST the first and third Tuesday of each month. Public comment is a standing agenda item at the first meeting of each month. Items will be addressed by the board according to the Meeting Agenda posted prior to each meeting.

Agenda

- I. Opening Items**
 - A.** Record Attendance
 - B.** Call the Meeting to Order
 - C.** Approve Minutes
- II. Leadership Support & Evaluation**
- III. Academic Excellence**
- IV. Development**
- V. Finance**
- VI. Other Business**

A. LEADERS Team Update

Please review the [Updates Slides](#) prior to the meeting. I'm happy to address any questions or provide further explanation.

Please be attentive that we received our draft contract on 8/12/20.....our turn around time is very short (9/4/20)

B. Board Meeting Schedule

We need to consider the timing of our board meetings through the lens of our accountant and CFO support.

C. Initial Board Service Terms

Please review the [BOT Recruitment Protocol](#) which includes the Bylaws language around how we will initially stagger board service terms (normally they will be 2 year terms) as not to have the full board turn over at once.

Also please watch [THIS RECORDING](#) that provides verbal commentary and tests a new tool you may be interested in.

D. Committee Chairs & Drafts of Board Docs

We should begin assigning seats to chair committees (discussing timeline for creation, planning year goals for each committee, etc).

These are our standing Committees:

Governance Committee (GC) -

Development Committee (DC)- Dorrie

Finance Committee (FC) - (must be treasurer)

Academic Excellence Committee (AEC) - (likely best to establish later)

Leadership Evaluation and Support Committee (LESC) -

**Committee descriptions can be found [HERE](#).

Discuss setting up independent (Community Engagement Committee)...separate 501(c)(3)

E. CSP - Certificate of Assurances

Please review the Certificate of Assurances for the CSP grant that I need to submit by EOD Monday August 24th. I will entertain any questions during this time. We need to confirm all board members agree to have John sign on behalf of the board.

F. HOS Employment Agreement

While we have a complete HOS PD & Accountability Plan (in final review with Commission and BoardOnTrack) we need an [Employment Agreement](#) to provide the accountant and formalize the position. Please review for further discussion at the meeting.

If HOS salary is still a point of concern, we could add phrase to the Employment Agreement that states that HOS salary will be increased by (\$x amount, including back pay if extra funding is secured during the Planning year). If we do this, should I consider doing the same when I formalize the other administrative position (MC)?

G. E-Rate Support Agreement

The FCC's E-Rate program makes telecommunications and information services more affordable for schools and libraries. With funding from the Universal Service Fund, E-Rate provides discounts for telecommunications, Internet access, and internal connections to eligible schools and libraries. If you want to know more you can visit: E-Rate: [Universal Service Program for Schools and Libraries](#)

ESD 101 would be our local E-Rate service provider. To navigate this application and accounting process most schools contract with a support agency.

Beginning for the 2021 funding year, there is an E-rate budget for Category 2 of \$167 per pupil (or a floor of \$25,000 for small schools) that can be used towards broadband equipment (access points, switches, firewall, UPS, etc). E-rate also has Category 1 funding which goes toward internet services such as lit fiber, dark fiber, and monthly Internet access.

H. Planning Year budget

Please review the planning year budget.

Items that have been recently added that may need discussion include:

- FACE Coordinator
- School Mint
- E-Rate Program
- Fund Development Data Management System

My Employment Agreement has also been included to provide background for salary and benefits.

I. Board Goals

At our next meeting we should dive into Board goals. These will be set using the SMART Goal method and will be revisited at each meeting (monthly at min). Laylah will provide some food for

thought on common goals for planning year Boards. Our HW is to really begin thinking about these so we are prepared for a robust discussion at the next meeting to establish goals.

J. Financial Policies and Procedures Manual (Potential)

If it is necessary to approve our first iteration of our [Financial Policies and Procedures Manual](#) we may do that at this time. The board approved the draft before the application was submitted. The language is state such in the manual that these policies can be updated at any time to ensure compliance. As of 8/17 I am working through suggestions made by Joule. The only reason we may need to vote the first draft in would be to comply with CSP grant requirements. I am trying to determine if this is necessary or if we can defer the initial vote.

K. HOS Employment Agreement

While we have a complete HOS PD & Accountability Plan (in final review with Commission and BoardOnTrack) we need an [Employment Agreement](#) to provide the accountant and formalize the position. Please review for further discussion at the meeting.

VII. Closing Items

A. Adjourn Meeting

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: 07-21-2020 - PCM Board Meeting Minutes.pdf
07-07-2020 - PCM Board Meeting Minutes.pdf

BACKGROUND:

We will be approving the 7/7/20 meeting minutes (vote was postponed at the 7/21 meeting).



Board Meeting MINUTES

07-21-2020

1 Attending: Laylah Sullivan, Henry Merrill, David Powers, Dorrie Main, John Cassleman, Travis
2 Franklin, Bev Wolff, Nomin Batmunkh

3
4 Location: Remote via Zoom
5

6 **Meeting called to order @ 5.32 PM**

7
8 Discussion about our board group norms document. Bev emphasized the need to be transparent
9 and question deeply, not just rubber stamp. John asked how we as a board would like to deal
10 with any individuals not adhering to this norm. Bev suggested having specific examples and
11 doing small revisits every month. Laylah suggested this topic was appropriate for the board
12 retreat as well for more in depth discussion.

13
14 Board Member Candidate Evaluation Form quick overview. Reminder this is a living document
15 and we should check it and send any suggested changes to Laylah)

16
17 Interview of Board Member Candidate Travis Franklin using our Board Member Candidate
18 Evaluation Form. Questions asked by board members.

19 **VOTE:** Bev Wolffe made a motion to accept Travis Franklin to the PCM Board. Seconded by
20 Nomin Batmunkh. No discussion requested. All yay's. **Motion passes** unanimously.

21
22 Discussion of voting rights of the HoS and other staff members postponed to future meeting

23
24 Board member update by Laylah. There is a strong candidate for treasurer. Laylah to meet with
25 this person next week. Legal expertise candidate identified by John. Laylah's concern is flipping
26 the board ratio of affiliated/non affiliated. Laylah to provide Bev with prospective board members
27 introduction document. Reminder to add the names of any prospective board members to the
28 smartsheet.

29
30 **VOTE:** Motion proposed by Laylah to leave the board minutes from the 07/07/20 meeting to the
31 next board meeting on August 4, 2020. **Motion passes** unanimously.

32
33 Team leaders update: Any questions about topics on quick updates document. David asked if
34 using the Banner bank might be viewed as conflict of interest if the treasurer works for the Banner
35 bank. Laylah suggested that should not be a conflict of interest. If there were items that were
36 considered conflicts of interest, then that person would not vote on that particular issue. We now
37 have an official bank account and can accept donations.

38
39 Discussion on HoS salary – Bill Kabasa suggested paying HoS more than the proposed \$80K per
40 year. Laylah indicated that there is no room in year 1 to increase the budget for HoS without
41 cutting something else. Local company /family donation may be forthcoming in the fall that will
42 likely come with ties and not be able to be used for HoS salary. It could be counted toward the
43 \$25K per year the board needs to raise. Laylah asked about possibility of using PCM funds for
44 professional develop to do a M.A. in Organizational Development from Gonzaga in the future.
45 Travis mentioned that the state will provide some funds each years for professional development.
46 In year 1 with 80 students this would likely be \$4K. Henry raised the issue of setting a precedent



Board Meeting MINUTES

07-21-2020

47 for funding Master degrees. Laylah requested that we don't have inflated admin salaries compared
48 to teachers and staff. Both Travis and Bev indicated that HoS is so much more work than teachers
49 (based on their experience). Bev mentioned that across the board increases can further widen the
50 admin/teacher differential so can think of ways to manage this. Travis and Henry suggested we
51 think what salary would be needed to replace a HoS. Look into what PSD elementary HoS's
52 make. John raised discussion of pay to performance, Travis suggests this would create problems
53 in developing the culture we want. John asked what big questions do we need to discuss/research
54 in next discussions about HoS salary discussion. None identified.

55
56 Access meeting schedule, agenda and minutes from the top navigation bar under "More" category

57
58 Laylah revisited ByLaws – we need to be able to tell board members about how long their term will
59 be and some positions will be different.

60
61 Board Recruitment Procedures, brief overview by John. Request to review the procedures and
62 then we will vote to accept it, after which it will be posted to the website. Bev asked about the
63 matrix from Board on Track. Laylah said the current procedures were developed from the BoT
64 matrix and are included in the application. She plans to split the application out to sections to
65 make it easier to access topics such as this easily (this will be done by next board meeting).

66
67 Board professional development calendar will be populated by Laylah by the next board meeting
68 on August 4, 5.30-7.00PM.

69
70

71 **Meeting called to a close at 7.14 PM**

72
73 **PRE-APPROVED FORM:** Approval of minutes take place at the following board meeting

74 When approved PCM's secretary of the board will sign.

75
76
77

78 _____
79 Secretary Signature
80 [Doreen Main]

Date



Founding Board Meeting MINUTES 07-07-2020

1 Attending: Laylah Sullivan, Henry Merrill, David Powers, Dorrie Main, John Cassleman, Bev
2 Wolff, Mitch Bev Wolff, Mitch Price, Travis Franklin

3
4 Absent:

5
6 Location: Remote via Zoom
7

8 **Meeting called to order @ 5.19 PM**

- 9
- 10 - Laylah Sullivan resigns as Chair of the Board of PCM.
- 11
- 12 - **VOTE:** Made a motion to approve John Casselman as Chair of the Board of PCM. All Ayes
13 Yay. **Motion passes**
- 14
- 15 - New Board Members Discussion. Travis Franklin will join the board, one to tentative
16 member and enquiries sent by Laylah to Lorna Schweitzer to distribute to other potential
17 candidates.
- 18
- 19 - **VOTE:** Made a motion to approve 05-6-20 minutes with amendments. All yay. **Motion**
20 **passes**
- 21
- 22 - Discussion about meeting schedule. Need to meet more frequently in the next quarter at
23 least.
- 24
- 25 - **VOTE:** Motion to schedule bimonthly meetings for 1.5 hours throughout our planning year. All
26 yah. **Motion passes.** Discussion about when to schedule them. Decided to schedule for the
27 first and third Tuesdays from 5.30 to 7.00 PM.
- 28
- 29 - Board Professional Development provided by Mitch Price
- 30 -
- 31 - Discussion about the process for voting on a board member. Pullman School District post all
32 their public meetings on their You Tube development. We will need to discuss how we want
33 to do this. Spokane International had some suggestions on how they manage the
34 awkwardness of voting on board members. Bev suggested discussing the qualifications of
35 candidate board members in the public session. Laylah mentioned the questions and forms
36 we already use for voting in new board members. Suggested that we should follow the same
37 procedure for Travis as we have for other board members.

38
39
40 **Meeting called to a close at 7.08 PM**

41
42 **PRE-APPROVED FORM:** Approval of minutes take place at the following board meeting

43 When approved PCM's secretary of the board will sign.



Founding Board Meeting MINUTES

07-07-2020

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Secretary Signature
[Doreen Main]

Date

Coversheet

Board Meeting Schedule

Section: VI. Other Business
Item: B. Board Meeting Schedule
Purpose: Vote
Submitted by: Laylah Sullivan

BACKGROUND:

We currently meet the first and third Tuesday of the month. We need to look forward to when we have our finance committee (FC) established (hopefully by end of the year) which normally meets 2 week prior to the board meeting. At the FC meeting they examine end of month financials (but this means the Accountant and CFO support must be provided sufficient time to prep these item after the end of the month). *FYI PSD meets Wednesday's

RECOMMENDATION:

Initially 2 options come to mind that aren't huge changes. Option 1 (less desirable): For the planning year we could move to looking at financial reports at the second meeting of the month. And when we have a finance committee they can meet the week before? With the long term goal in mind of maybe changing the year 1 meeting schedule to the second and 4th Tuesday of the month (that way when financials get more complicated the finance committee can meet two week before the board meeting and still provide time to prepare the financials necessary). Option 2: I will note that we are flexible enough and early enough in this venture that we could switch out meetings to this schedule (2nd and 4th Tuesday) starting in September. This may be a more thoughtful transition than expecting the board and committees to switch their regular meeting schedule in Year 1. We have a board meeting on the 18th of this month where I can pitch the idea. Thoughts?

Coversheet

Initial Board Service Terms

Section: VI. Other Business
Item: C. Initial Board Service Terms
Purpose: Vote
Submitted by: Laylah Sullivan

BACKGROUND:

To avoid all members potentially turning over at once we must modify the length of service for founding board members in accordance with our bylaws. We also must include our board service terms in the Charters Contract (due 9/4). Elections (unless seats are open) take place during our Annual Meeting in June. This annual meeting time allows for on-boarding of new members before the start of the next school year. Is this what we want to stick with? How does this match with voting in budgets and such?

RECOMMENDATION:

One suggestion: **4 people will be on a 2 year cycle (8/22), 4 on a 1 year cycle (8/21), and 3 on a 3 year cycle (8/23). Of course individuals in these seats can reapply if desired. If official start date was June 2020 the following are proposed term renewal dates. Chair = 6/23 , Vice Chair = 6/22, Treasurer = 6/23, Assistant Treasurer = 6/21, Secretary = 6/21, Assistant Secretary = 6/22, Member A = 6/23, Member B = 6/22, Member C = 6/21, Member D = 6/22, Member E = 6/21. Clarify who is in what seat now.....

Coversheet

CSP - Certificate of Assurances

Section: VI. Other Business
Item: E. CSP - Certificate of Assurances
Purpose: Discuss
Submitted by:
Related Material: CSP Grant - Certificate of Assurances.pdf

Certifications and Assurances

Certifications and Assurances

Certifications & Assurances

- 1. Subgrant funds will be expended during the specified grant period; standard accounting procedures will be utilized by subgrant recipients and records of all subgrant expenditures will be maintained in an accurate, thorough, and complete manner.**
- 2. Subgrant recipients confirm their understanding that funds for implementation activities will be awarded only if they are an open and operating school or have an approved charter school petition from a Washington authorizer and plan to open within 18 months.**
- 3. Subgrant recipients will participate in all data reporting and evaluation activities as requested or required by the U.S. Department of Education, WA Charters , and the school's authorizer, including on-site and desktop monitoring conducted by WA Charters , annual independent audits required by the state that are publicly reported and include financial statements prepared with generally accepted accounting principles, annual reports, and a final expenditure report for the use of subgrant funds. This section includes participation in any federal or state funded charter school research or evaluations. Failure to submit required information may result in a withholding of grant funds or a non-renewal of subsequent year funding within the project period**
- 4. Subgrant recipients will expend implementation funds only for the purpose of implementation activities in a charter school which is nonsectarian in its programs, admissions, policies, employment practices, and all other operations, and which will be in compliance with all Washington laws and administrative rules regarding staff certification and licensure.**
- 5. Subgrant Recipients will be aware of and comply with federal laws including, but not limited to, complies with the Age Discrimination Act of 1975, title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), section 444 of the General Education Provisions Act (20 U.S.C. 1232g) (commonly referred to as the "Family Educational Rights and Privacy Act of 1974"), and part B of the Individuals with Disabilities Education Act, and federal**

regulations applicable to the federal Charter Schools Program, including the Education Department General Administrative Regulations in 34 CFR parts 75-77, 79, 81, 82, 84, 97, 98, and 99, the Office of Management and Budget Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the U.S. Department of Education in 2 CFR part 3485, and The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, as adopted and amended in 2 CFR part 3474.

- 6. Subgrant recipients will comply with all state and local laws and health and safety requirements applicable to charter schools, including but not limited to all laws related to student admissions and enrollment, non-discrimination, data reporting, compulsory student attendance, and accountability.
- 7. Subgrant recipients will comply with all provisions of the Public Charter Schools Program of the U.S. Department of Education, including compliance with activities allowable for implementation funds. This section requires compliance with the Nonregulatory Guidance for CSP funds.
- 8. Subgrant recipients ensure that the charter school will receive funds through programs administered by the U.S. Department of Education under which funds are allocated on a formulary basis.
- 9. Subgrant recipients shall include important information on the website of the school to help parents and the community to make informed decisions about the education options available to their children, including information on the educational program, student support services, parent contract requirements (including any financial obligations or fees and information regarding textbook assistance), and enrollment criteria. This section requires the school to provide annual performance and enrollment data for the student body and subgroups of students to WA Charters or its designator researcher in order to share through research and grant reports.
- 10. It is the responsibility of each charter school that receives funds under this grant to comply with all required federal assurances. Any charter school that is deemed to be in noncompliance with federal or state statute and fails to address areas of noncompliance will not be funded. Funded schools will be expected to cooperate with WA Charters in the development of certain reports to meet state and federal guidelines and requirements. Funded projects will be required to maintain appropriate fiscal and program records. Funded schools will be required to

participate in desktop and on-site monitoring activities. If any findings of misuse of funds are discovered, project funds must be returned to WA Charters . WA Charters may terminate a grant award upon thirty days' notice if it is deemed by WA Charters that the school is not fulfilling the funded program as specified in the approved project or has not complied with the signed assurances.

- 11. It is the responsibility of each charter school that receives funds under this grant to provide WA Charters with evidence of criminal background checks for board members school staff.
- 12. For any school receiving E-rate, the recipient school's board certifies that the charter school is in compliance with the requirements of the federal Children's Internet Protection Act.
- 13. Recipient schools will be aware of and comply with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, by acknowledging that grant recipients and their personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.
- 14. The recipient school and their authorizer certify that the Performance Frameworks are the the most important factors for renewal or revocation of the school's charter and that the authorizer reserves the right to revoke or not renew a school's charter based on financial, academic , or operational factors involving the management of the school.
- 15. Recipient schools and their authorizer certify that a high degree of autonomy, such as autonomy over operations, budget and personnel, is built into its charter contract consistent with the requirements of ESEA § 4310 (2) and ESEA § 4303 (f)(2) (A), and that they have sought, or will seek, all the appropriate automatic and other waivers to support the level of autonomy negotiated in their charter contract.
- 16. The recipient school certifies that any CSP subgrant deliverable created in whole, or in part, with federal CSP funds will be openly and publicly licensed, unless otherwise excepted, per 2 CFR part 3474.20(c).
- 17. The recipient school is required to adhere to Executive Order 12549, Debarment and Suspension, as implemented as 2 CFR 180.200, which requires that recipients

do not employ or use contractors that are indicated on the federal debarment listing.

Financial Controls and Audits

- 1. The recipient school shall maintain accounting records and procedures in accordance with state and federal requirements that ensure proper disbursement of, and accounting for, federal funds, including evidence pertaining to costs incurred, with the provision that the records shall be kept available by the grantee during the grant period and thereafter for five full years from the date of final payment. The school agrees to submit upon request for audit, review, and inspection its activities, books, documents, papers and other records relating to the expenditures of CSP subgrant proceeds.**
- 2. Recipient schools will use an independent auditor for annual financial audits that is different from their authorizer's auditor.**
- 3. The authorizer is required to review the independent annual audits of financial statements prepared in accordance with generally accepted accounting principals and ensure that such audits are publicly reported.**
- 4. Recipient schools and their authorizer will be aware of and comply with ESEA , title V, part B [20 USC 7221c. section 5204, (e)(4)(B)], which states, "A local educational agency may not deduct funds for administrative fees or expenses from a subgrant awarded to an eligible applicant, unless the applicant enters voluntarily into a mutual agreed upon arrangement for administrative services with the relevant local educational agency. Absent such approval, the local educational agency shall distribute all subgrant funds to the eligible applicant without delay."**
- 5. Recipient schools will ensure that the awarded grant funds will be spent or encumbered by the end of each grant period unless extenuating circumstances warrant an extension request. Recipients understand that any such extension request must be made by the authorizer on their behalf no later than 30 days before the end of the respective grant year and that if an extension request is not approved by on the grounds that extenuating circumstance have not been established the recipient school will be held to the original deadline.**
- 6. Recipients shall ensure that none of the funds authorized under the ESEA , including funds received under this grant program, shall be used (1) to develop or**

distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; (2) to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; (3) to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or (4) to operate a program of contraceptive distribution in schools, Pub. L. 107-110, section 9526).

- 7. Recipient schools are required to keep and maintain all equipment purchased with grant funds in accordance with federal law and regulation. Should the charter school close, the authorizer agrees to notify WA Charters of the reason for closure and agrees to notify WA Charters regarding the appropriate disposition of assets purchased under this grant.**

- 8. Recipient schools are required not to have expenditures that exceed the approved budget line items by more than a total of 10 percent of the total project period award. If they wish to deviate beyond 10 percent in any budget object core category, they must seek a revision of their budget prior to expenditure or legal obligation of those funds, or they should not be reimbursed for the excess amount.**

As charter administrator, director or other legally authorized charter official, I hereby certify that, to the best of my knowledge, the information contained in these Certifications and Assurances and the Application is true and correct. I further certify that the charter will comply with the Certifications and Assurances required by the program covered in the Application, that the governing body of the school has duly authorized this document, and that I am legally authorized by the school to sign and file this document.

Signature of Authorized Charter Representative

Clear

Date Signed

Signature of Board Chair or President

Clear

Date Signed

Coversheet

E-Rate Support Agreement

Section: VI. Other Business
Item: G. E-Rate Support Agreement
Purpose: Vote
Submitted by: Laylah Sullivan
Related Material: DAC - E-Rate Information and References.pdf
Example 2021 Consulting Agreement-PCM.doc

BACKGROUND:

ESD 101 has a support group for E-rate. Bonnie Overweg (DAC), recommended by SIA, provides support services as well. ESD 101 Support Service Costs = The costs are roughly \$90 per hour for Category 1 work and 15% of the funded amount for Category 2. DAC Support Service Costs = \$2950 (flat rate)

RECOMMENDATION:

I am recommending the services provided by Bonnie Overweg of DAC. Bonnie has been providing these services since the start of the E-rate program. She has provided services to other charters (and still does) in WA and knows the WA rules and regulations. Bonnie works off of a flat rate of \$2950 and have worked with ESD 101 as an E-Rate service provider. ESD 101, while being a WA specific support provider, bases a portion of their services on a percentage based rate and does not have as long a track record of service.



Laylah Sullivan <lsullivan@mypcm.org>

E-Rate Information and References

Bonnie Overweg <bonnie@dacinc.com> Wed, Aug 12, 2020 at 1:33 PM
To: Laylah Sullivan <lsullivan@mypcm.org>

Good Afternoon! Thank you for taking the time to discuss the E-Rate Program yesterday. As was discussed, I have attached a copy of my consulting agreement for your review. Also attached is a copy of the E-Rate questionnaire that I send to the schools. This questionnaire asks some basic questions, which is how I can begin working on your application. As I said yesterday, my fee covers all aspects of the application process for E-Rate funding. We can begin filing for Funding Year 2021 at any time. I have also listed below some references. If you have any questions, please let me know. Thanks! Bonnie

- Spokane Academy/Brook Wilkerson, 509.209.8730
- Pierre School District/Darla Mayer, 605.773.7300

Bonnie Overweg

DAC

www.dacinc.com

O: 605.977.4648

F: 605.221.0960

Please remember to send all USAC correspondence and monthly invoices (all pages) for E-Rate approved services to me. Thanks!

Please note that my email address has changed

2 attachments



2021 Consulting Agreement-Pullman Com Mont.doc
46K



Form 470 Questionnaire 2020.2021.docx
20K

CONSULTING AGREEMENT

This Agreement is made and effective as of this _____ day of _____, 2020, by and between **Dakota Academic Consulting, Inc.** (“Consultant”) with its office located at P.O. Box 1720, Sioux Falls, South Dakota, 57101, and Pullman Community Montessori (“Client”), having its principal place of business at 115 NW State St., Room 215, Pullman, WA 99163.

RECITALS

Client wishes to contract with Consultant for Consultant’s services in the process of making applications for E-Rate funds. Consultant is willing and qualified to perform such services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Duration

Consultant will provide consultant services with respect to making application to the Schools and Libraries Division (“SLD”) of Universal Service Administrative Company (“USAC”) for Universal Service Fund discounts for educational facilities affiliated with Client for SLD Funding Year 2021.

2. Compensation and Reimbursement

In consideration of Consultants’ Agreement to provide such Consultant services, Client agrees to pay Consultant a lump sum. This Agreement begins with Funding Year 2021. The fee for Funding Year 2021 is \$2,950.00. Client will pay the lump sum for Consultant completing all forms necessary in the initial process of obtaining E-Rate funds which will be billed by Consultant to Client when the Consulting Agreement is signed by both parties.

Payment by Client shall be 30 (thirty) days from the date of receipt by Client of Consultants’ invoice setting forth the total effort expended by Consultant. Fees outstanding after 60 (sixty) days will incur interest at the annual rate of 12% (twelve percent) compounded monthly.

3. The Services and Responsibilities of the Parties

In consideration for said payment, Consultant agrees to perform to the best of its abilities and to exhibit due diligence in the conduct of said services. Consultant makes no representations or promises to Client with respect to the success of any discount application, which may be submitted, with Consultants’ assistance, by or on behalf of Client or any affiliated entity, or with respect to the amount of any discount, which Client or any affiliated entity may be entitled to

receive. Consultant assumes no liability for damages, either direct or consequential as a result of services provided pursuant to this Agreement. Client acknowledges full responsibility for verifying the accuracy of any information entered on any application or other document submitted for purposes of obtaining Universal Service Fund discounts, and further acknowledges full responsibility for all certifications and representations required by such application process.

4. Assignability

Consultant may not assign this Agreement, or its rights hereunder or delegate its duties or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of Client; provided that Consultant may assign this contract upon written notice to Client, but without Client's consent, to any of the following (each, a "Permitted Transfer"): (i) any franchisor, parent, affiliate (deemed to be any entity which controls, is controlled by, or is under common control with Consultant, with "control" meaning the power to direct the management and policies, directly or indirectly, through the ownership of voting capital stock or other ownership interest) or subsidiary of Consultant; or (ii) any entity resulting from the merger with or consolidation of Consultant into any entity that acquires all of Consultant's assets as a going concern of the business that is conducted.

5. Amendment and Modification

With respect to modification or termination of this Agreement, it may be amended, waived, released, discharged or modified in any respect only be written instrument signed by respective authorized representatives of each Party.

6. Termination

Either party may terminate this Agreement with ten (10) days written notice to the other party, for any reason. If Client terminates this Agreement, then Consultant will invoice Client for work completed on Client's behalf by Consultant up to the date that written notice of termination was received by Consultant.

Should the death of Consultant's two principals occur while services are provided to Client, this Agreement will automatically terminate.

7. Confidentiality

"Confidential Information" includes any and all confidential or proprietary non-public information disclosed by one party to the other pursuant to this Agreement. Failure to mark the Confidential Information shall not be deemed to be a waiver, provided that the Confidential Information, either by the nature of the information or in the form and manner transmitted, is

readily recognizable or may be claimed by a reasonable person to be confidential or proprietary. It is understood that the obligations imposed upon the parties by this Agreement shall not apply to information that at the time of disclosure or thereafter: (i) was generally available to and known by the public, other than as a result of a disclosure by the receiving party or its representatives; (ii) was generally available to the receiving party on a non-confidential basis from a source other than the disclosing party or its representatives, provided that such source was not known to the receiving party to be bound by a confidentiality agreement with the disclosing party; (iii) was already known to the receiving party, as evidenced by its written records; or (iv) was, as evidenced by written records, independently developed by or on behalf of the receiving party by individuals who did not directly or indirectly receive relevant Confidential Information of the disclosing party

Each party agrees that it will disclose the other party's Confidential Information only to such of its employees or affiliates who have a need to know such information in order to carry out such party's responsibilities and only then to employees or affiliates who have been advised of the strictly confidential nature of such Confidential Information and have agreed to accept the same obligation of secrecy to the disclosing party. Without the prior written consent of the disclosing party, neither the receiving party, nor its representatives, will disclose to any third party, except as may be required by law (and then only upon prior notice to the disclosing party), either the fact that a commercial relationship exists, or is under consideration, or any of the terms thereof. If either party is compelled by judicial or governmental request or order to disclose any Confidential Information or that discussions or negotiations between the parties are taking place, it is agreed that such party will provide the other party with prompt written notice of such request, so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that either party waives compliance with the provisions of this Agreement, each party agrees that it will furnish only that portion of Confidential Information that is legally required and that it will use its best efforts to obtain reliable assurance that a confidential treatment will be accorded to the Confidential Information that is being disclosed

8. Independent Contractors

The Parties hereto are independent contractors. Nothing in this Agreement will create an employee-employer relationship, partnership, joint venture or other agency relationship between the Parties

9. Intellectual Property

Consultant is the owner, licensee or sublicensee of various pre-existing methods, protocols, procedures, software, programs, models and tools, routines and/or other programs, techniques, information, know-how, trade secrets, databases and materials (“Consultant’s Materials”) that Consultant may use or implement in the performance of this Agreement. Consultant retains all right, title and interest in and to Consultant’s Materials. Consequently, Client is not authorized to sell or license any Consultant’s Materials or rights thereto to any other person or firm. Furthermore, Consultant shall retain all right, title, and interest in any intellectual property created or developed by Consultant that modifies or improves its Consultant’s Materials as a result of providing services under this Agreement.

10. Non-Exclusivity

Nothing in this Agreement is intended or shall be construed to create an exclusive relationship between the parties. This contract shall not restrict either party from providing or receiving similar or like services to or from others.

11. Attorney Fees

In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable Attorney's fees and costs.

12. Governing Law

The laws of the State of South Dakota shall govern this Agreement.

13. Notices

Any notice provided for, concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified, or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. Entire Agreement

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written and represent that they are authorized to sign this document.

Pullman Community Montessori

BY:

Dakota Academic Consulting

BY:

Bonnie Overweg
Consultant

Coversheet

Planning Year budget

Section: VI. Other Business
Item: H. Planning Year budget
Purpose: Vote
Submitted by: Laylah Sullivan
Related Material: School Mint.pptx
Startup Budget (Updated 8-18-20).pdf

BACKGROUND:

The Planning Year budget needs to be approved now. The 5-year budget will be approved later in the year (initially) and then final approval will be in the spring.

Potential Service Provider

SCHOOL MINT



PULLMAN
COMMUNITY
MONTESSORI

PUBLIC
FREE
K-9

Pricing:

Charter starter bundle: Applications, Lottery, Interest Tracker, New Student Registration

Annual cost: \$6,000

One-time setup cost: \$2,581

TOTAL = \$8,581

Videos:

[Application Management & Reporting](#) (8:39 minutes)

[Lottery & Assignments](#) (5:29 minutes)

[Online Student Registration: A Brief Introduction](#) (5:56 minutes)

[Interest Tracker](#) (5:18 minutes)

I have participated in a demo of their system. The diagnostic tools would be hard to replace with a hand-built system. Are the basic components of this service possible to do in house? Yes, some schools have done it with a robust Excel setup. But higher input of labor and more chance of error with new venture and already full plates. Contract renews annually so if we figure out how to do in house more efficiently, we can cancel service. We can also cancel parts of the bundle if we find it is not worth the investment. With that said we can also add services to the bundle (namely reenrollment feature). Work with several WA Charter Schools. Not fully integrated with Skyward (our SIS) but can export data relatively easily.

Planning Year Budget

SUMMARY	Year 0 (13 months) (Aug 2020 - Aug 2021)	Description of Assumptions
Total Revenue	708,500	
Total Expenses	708,500	
Net Income	(0)	
Revenue Per Pupil		
Expenses Per Pupil		
Start-Up Period		
REVENUE		
2000 - LOCAL SUPPORT - NON-TAX		
2200 - Sale Of Goods, Supplies, & Services	-	
2500 - Gifts Grants, and Donations (Local)	25,000	Local fundraising goal
2298 - Local lunch sales	-	
TOTAL 2000 - LOCAL SUPPORT - NON-TAX	\$ 25,000	
6000 - FEDERAL REVENUE - SPECIAL PURPOSE		
6198 - School Food Services	-	
CSP	453,500	Year 0 CSP Grant
TOTAL 6000 - FEDERAL REVENUE - SPECIAL PURPOSE	\$ 453,500	
8000 - OTHER ENTITIES		
8100 - Governmental Entities	-	
8200 - Private Foundations	230,000	WA Charter Planning Year Grant
TOTAL 8000 - OTHER ENTITIES	\$ 230,000	
9000 - OTHER FINANCING SOURCES		
9500 - Long-Term Financing	-	
TOTAL 9000 - OTHER FINANCING SOURCES	\$ -	
TOTAL REVENUE	\$ 708,500	

Planning Year Budget

SUMMARY	Year 0 (13 months) (Aug 2020 - Aug 2021)	Description of Assumptions
Total Revenue	708,500	
Total Expenses	708,500	
Net Income	(0)	
Revenue Per Pupil		
Expenses Per Pupil		
Start-Up Period		
EXPENSES		
ADMINISTRATIVE STAFF PERSONNEL COSTS		
Executive Management	86,667	Head of school
Instructional Management	83,333	Montessori Coach/Director of Assessment & Instruction
Deans, Directors & Coordinators	-	
CFO / Director of Finance	-	
Operation / Business Manager	12,500	5 months of office manager, 75% FTE
Family & Community Engagement Coordinator	11,520	see calculation notes ->
Other - Administrative	-	
TOTAL ADMINISTRATIVE STAFF PERSONNEL COSTS	\$ 194,020	
INSTRUCTIONAL PERSONNEL COSTS		
Teachers - Regular	45,600	3 weeks of teacher on-boarding at \$38/hr
Teachers - SPED	-	
Teaching Assistants	-	
Specialty Teachers	-	
Aides	-	
Therapists & Counselors	-	
Other - Instructional	-	
TOTAL INSTRUCTIONAL PERSONNEL COSTS	\$ 45,600	
NON-INSTRUCTIONAL PERSONNEL COSTS		
Nurse	-	
Librarian	-	
Custodian	-	
Security	-	
Other - Non-Instructional	-	
TOTAL NON-INSTRUCTIONAL PERSONNEL COSTS	\$ -	
TOTAL PERSONNEL SALARY COSTS	\$ 239,620	
PAYROLL TAXES AND BENEFITS		
Social Security	14,856	
Medicare	3,474	
State Unemployment	3,307	
Worker's Compensation Insurance	2,396	
Federal Unemployment	1,438	
SEBB	35,943	Benefits (retirement and health insurance) stipend
SERS (Classified Retirement)	-	
TRS (Certificated Retirement)	-	
TOTAL PAYROLL TAXES AND BENEFITS	\$ 61,415	
TOTAL PERSONNEL, TAX & BENEFIT EXPENSES	\$ 301,035	

Planning Year Budget

SUMMARY	Year 0 (13 months) (Aug 2020 - Aug 2021)
Total Revenue	708,500
Total Expenses	708,500
Net Income	(0)
Revenue Per Pupil	
Expenses Per Pupil	

Description of Assumptions

Start-Up Period

CONTRACTED SERVICES

Accounting / Audit	-	
Legal	-	
Student Health	-	
Back Office	32,500	Joule Growth (CFO Support)
Special Ed	-	
Support Partners	30,000	TSS Place Network and National Center for Montessori in the Public Sector (Support and professional development)- \$15k each
Tech or Other support	2,950	E-rate support (DAC)
TOTAL CONTRACTED SERVICES	\$ 65,450	

SCHOOL OPERATIONS

Board Expenses	10,000	Board On Track
Classroom / Teaching Supplies & Materials	100,000	
Special Ed Supplies & Materials	-	
Textbooks / Workbooks	-	
Equipment / Furniture	100,000	Start up office furniture, copier/printer
Internet / Phone	-	
Technology Hardware	53,200	Staff computers + printers
Technology Software	300	staff computers, program subscriptions (ex. box, canva, MS)

Planning Year Budget

SUMMARY	Year 0 (13 months) (Aug 2020 - Aug 2021)	Description of Assumptions
Total Revenue	708,500	
Total Expenses	708,500	
Net Income	(0)	
Revenue Per Pupil		
Expenses Per Pupil		
	Start-Up Period	
Student Testing & Assessment	-	
Field Trips	-	
Transportation (student)	-	
Student Services - other	-	
Office Expense	1,500	Setup office supplies, copy paper
Staff Development	-	
Staff Recruitment	2,000	Food and travel for interviews
Student Recruitment / Marketing	14,000	School Mint (\$8,581) & Website design and launch (~\$5K), flyers, mailers, etc
School Meals / Lunch	-	
Travel (Staff)	-	
Fundraising	550	donor database management system
Dues & Memberships	1,500	WA Charters membership and bank fees
Printer	-	
TOTAL SCHOOL OPERATIONS	\$ 283,050	
FACILITY OPERATION & MAINTENANCE		
Insurance	3,500	D&O insurance
Janitorial Services	-	
Building and Land Rent / Lease	55,466	Jan-Aug Gladish (\$25k) + Rental Office / Meeting Space (\$20k)
Repairs & Maintenance	-	
Security Services	-	
Utilities	-	
Building Updates (Financing)	-	
TOTAL FACILITY OPERATION & MAINTENANCE	\$ 58,966	
RESERVES / CONTIGENCY	-	
Total Expenses	\$ 708,500	
Operating Net Income	\$ (0)	
DEPRECIATION / AMORTIZATION	-	
Final Net Income	\$ (0)	