



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

Pullman Community Montessori

PCM Board Meeting

Date and Time

Tuesday April 27, 2021 at 5:00 PM PDT

Location

Due to impacts of COVID-19, PCM board meetings will be held virtually via the Zoom platform until further notice . Thank you for understanding and we look forward to seeing you virtually!

All board meetings are open to the public. Meetings begin at 5:00 PM PST the fourth (4th) Tuesday of each month. Public comment is a standing agenda item at each monthly meeting. Items will be addressed by the board according to the Meeting Agenda posted 48 hours prior to each meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/89620042723?pwd=akVHUTI3eIMxSnoxeljWUTRwdEhodz09>

Meeting ID: 896-2004-2723

Password: 6615

Dial by your location

(929) 205 6099

(301) 715 8592

(312) 626 6799

(669) 900 6833

(253) 215 8782

(346) 248 7799

If you would like to make public comment you will be called on in the order you arrived. We generally allow 5 minutes for presentation of personal comments/questions/concerns/grievances. You may view our PCM Grievance and Conflict Resolution Policy and Procedures [here](#). Public comment should be shared with the board in writing in advance of the board meeting for us to better address your consideration. Please email to board@mypcm.org or submit in paper form to the PCM office in Gladish Community and Cultural Center. You should receive conf

irmation of receipt of your written statement within 48 hours of submission. If you do not recieve confirmation please email JanW@myPCM.org

PCM's Mission: to prepare all students to reach their full potential for future success in high school, college, career, and life, using the rich resources of our community.

PCM's Vision: to serve as an instrument of change, helping to progress our education system to better meet the needs of students, families, and educators. We nurture students to be self-empowered lifelong learners, global citizens, environmental stewards, and compassionate and collaborative leaders, bringing positive changes to their communities and the world!

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
A. Record Attendance		John Cassleman	1 m
B. Call the Meeting to Order	Discuss	John Cassleman	5 m
Take a moment before the meeting to review our operating norms (linked in the footer). Any suggestions for changes, additions, deletions? Are there any items missing in the footer that you'd like to see there? Are there any broken links or links that send you to the wrong document?			
C. Approve Minutes - 3/23/20	Approve Minutes	John Cassleman	2 m
Please thoroughly review minutes and have any amendments typed and ready to put into the chat.			
Our 2 special board meeting minutes will also be approved with these minutes: April 12th and April 22. Similarly, please review and have any amendments ready.			
D. Building our Board Muscles: SCENARIO	Discuss	John Cassleman	10 m
Reminder for Scenarios:			
Examining and discussing scenarios is a good way for boards to grow and stay ahead of issues. Don't get lost in the details of the scenario. These are hypotheticals that other boards have dealt with. Keep in mind Governance vs Management and how you feel the board should collectively APPROACH solving the problem presented (not the minute details of how the problem will be solved or the ultimate decision)			

Purpose Presenter Time

SCENARIO

The HOS decides not to renew a teacher's contract, but the board chair tells her she must invite the teacher back because she is a powerful force in the community. How do they resolve that issue? Who has veto power?

E.	DEI and Anti-racism Commitment	Discuss	John Cassleman	10 m
	Reflections on our training with Dr. Scott on 4/22. What direction would be like to proceed next as a board? Are there specific trainings or topics we want to delve into together?			

II. Public Comment **5:28 PM**

A.	Making Public Comments	FYI	John Cassleman	15 m
	Welcome! If you would like to make public comment you will be called on in the order you logged in/arrived. We generally allow 5 minutes for presentation of personal comments/questions/concerns/grievances. You may view our PCM Grievance and Conflict Resolution Policy and Procedures here . Public comment should be shared with the board in writing in advance of the board meeting for us to better address your consideration. Please email to board@mypcm.org or submit in paper form to the PCM office in Gladish Community and Cultural Center. You should receive confirmation of receipt of your written statement within 48 hours of submission.			

III. LEADER Team Update **5:43 PM**

A.	March Update	FYI	Laylah Sullivan	8 m
	Review the LEADERS Team Update.			

IV. Committee Updates **5:51 PM**

Please read through committee reports/minutes and come with questions. Committee chairs will not provide updates unless there is a motion or key items to address. Please communicate with committee chairs or the head of school in advance of the meeting if you have questions.

A.	LESC (Leadership Evaluation & Support Committee)	Discuss	Beverley Wolff	2 m
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	Purpose	Presenter	Time
Trustees should access the publicly accessible LESC meeting notes and review prior to the board meeting.			
B. DC (Development Committee)	FYI	Laylah Sullivan	2 m
Trustees should access the publicly accessible DC meeting notes and review prior to the board meeting.			
C. GC (Governance Committee)	FYI	John Cassleman	2 m
Trustees should access the publicly accessible GC meeting notes and review prior to the board meeting.			
D. FC (Finance Committee)	Vote	Aubree Guyton	2 m
Trustees should access the publicly accessible FC meeting notes and review prior to the board meeting.			

Montion: The FC reccommends the approval of the March financials as presented.

V. Compliance 5:59 PM

As agreed in our [Charter School Contract](#) with the Commission, PCM must meet a list of pre-opening conditions on the proposed deadlines to be able to open. I recommend occasionally each Trustee should read back through the [Statement of Assurances](#) (found in the Compliance folder linked in the footer). This provides a condensed view of what we've agreed to.

Please review the [pre-opening checklist](#). Our HOS will provide a short report on progress.

A. HOS Update on pre-opening conditions	Discuss	Laylah Sullivan	2 m
We have met all our pre-opening conditions to date. This is reflected in the LEADERS Update as well.			

VI. Other Business 6:01 PM

A. Planning Year Dashboard	Discuss	Laylah Sullivan	5 m
WA Charters has modified the operating year dashboard to fit the remainder of the planning year. Please review progress and send me questions.			
B. YMCA Service Agreement	Vote	Laylah Sullivan	5 m

	Purpose	Presenter	Time
<p>Please review the YCMA service agreement and send me questions. This cost of the enrichment program has been included in the budget. This enrichment program support is essential to operate on a '1/2 day' Wednesday schedule.</p>			

Proposed Motion: I propose the board accept the PCM-YMCA 2021-22 agreement as presented.

<p>C. RAZA Loan Finalization</p>	Vote	Laylah Sullivan	10 m
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Review the pre-closing loan documents from RAZA. These documents are accompanied by an overview. Reference back to the RAZA LOI provided in January to determine if you have any questions. Note: I will ensure John's name is corrected throughout.

VII. Closing Items			6:21 PM
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<p>A. Adjourn Meeting</p>	Vote	John Cassleman	1 m
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Grounding Docs: [Board Norms-We are LEADERS too-Structure and Responsibilities Overview](#), [PCM Logic Model](#), [EEMPS Rubric](#), [School-Wide Reflective Practice Inventory](#), [Bylaws](#)

Resources: [Compliance Folder](#), [Planning Year Board Calendar](#), [Planning Yr Financials Considerations](#), [OPMA Resources](#), [App Board Commitments & Background](#), [Seat & Committee Descriptions](#), [Org Charts](#), [Board Member Application Full Packet](#), [Prospective Board Member Questionnaire](#)

Coversheet

Approve Minutes - 3/23/20

Section: I. Opening Items
Item: C. Approve Minutes - 3/23/20
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for PCM Board Meeting on March 23, 2021

APPROVED



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

Pullman Community Montessori

Minutes

PCM Board Meeting

Date and Time

Tuesday March 23, 2021 at 5:00 PM

Location

All board meetings are open to the public. Meetings begin at 5:00 PM PST the fourth (4th) Tuesday of each month. Public comment is a standing agenda item at each monthly meeting. Items will be addressed by the board according to the Meeting Agenda posted 48 hours prior to each meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/81114151249?pwd=amNWYWJKTVhuVVdQMmJyU3hrR3ZJZz09>

Meeting ID: 811-1415-1249

Password: 1156

PCM's Mission: to prepare all students to reach their full potential for future success in high school, college, career, and life, using the rich resources of our community.

PCM's Vision: to serve as an instrument of change, helping to progress our education system to better meet the needs of students, families, and educators. We nurture students to be self-empowered lifelong learners, global citizens, environmental stewards, and compassionate and collaborative leaders, bringing positive changes to their communities and the world!

Trustees Present

A. Guyton (remote), B. Wolff (remote), C. Hill (remote), D. Main (remote), J. Cassleman (remote), T. Franklin (remote)

Trustees Absent

N. Batmunkh

Ex Officio Members Present

L. Sullivan (remote)

Non Voting Members Present

L. Sullivan (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

J. Cassleman called a meeting of the board of trustees of Pullman Community Montessori to order on Tuesday Mar 23, 2021 at 5:13 PM.

C. Approve Minutes - 2/23/20

D. Main made a motion to approve the minutes from PCM Board Meeting on 02-23-21.

B. Wolff seconded the motion.

Amend minutes as recommended

The board **VOTED** to approve the motion.

Roll Call

N. Batmunkh Absent

T. Franklin Aye

D. Main Aye

A. Guyton Aye

J. Cassleman Aye

C. Hill Aye

B. Wolff Aye

D. Building our Board Muscles: SCENARIO

E. DEI and Anti-racism Commitment

C. Hill made a motion to adopt the recommendations by Dr. Scott that the board engages in additional DEI training with the two tracks suggested, provided there is consent of all board members.

B. Wolff seconded the motion.

The two tracks will involve white board members and the other people of color board members.

This will be in addition to the group coming back together to discuss.

John will reach out to Nomin to confirm consent.

The board **VOTED** to approve the motion.

Roll Call

J. Cassleman Aye
N. Batmunkh Absent
C. Hill Aye
B. Wolff Aye
A. Guyton Aye
T. Franklin Aye
D. Main Aye

II. Public Comment

A. Making Public Comments

No public comments.

III. LEADER Team Update

A. January Update

Note: Early to mid next week expect a request for a special board meeting to sign loan agreement.

Call to action on the donor door campaign. Challenge from HoS for each board member to recruit 5 donors to contribute to the donor door campaign.

IV. Committee Updates

A. LESC (Leadership Evaluation & Support Committee)

Note: Error on agenda with time allowed and vote was left over from the last meeting agenda.

B. DC (Development Committee)

C. GC (Governance Committee)

D. FC (Finance Committee)

A. Guyton made a motion to approve the February Financials that are recommended by the FC.

C. Hill seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

N. Batmunkh Absent
A. Guyton Aye
T. Franklin Aye
B. Wolff Aye

Roll Call

C. Hill Aye
J. Cassleman Aye
D. Main Aye

V. Compliance

A. HOS Update on pre-opening conditions

- Met all conditions so far and prepared for the remainder of the pre-opening conditions due March and April with the exception of the F1 financial disclosure statement by board members.
- Reminder to send the information needed to HoS.
- Clara noted that the help desk for the financial disclosure was very helpful.
- Reminder to go into BoT and check tasks off.

B. March 22 Commission Board Training Update

- In the training
- Participants were broken into groups to discuss the scenarios
- In the second half they heard from Joan Chow who share points from hr experience
 - funding is the biggest challenge for charter schools. Encouraged advocacy at the charter school level, Full enrollment is the key to funding
 - Use "Why did we start the charter" - use this as your North Star, get back to your purpose
 - Rainier Prep had a really good relationship with WA Charters, important to us too
 - Need to have 100% clarity on expectations on what the board expect of the HoS
 - Think about capitalizing on success and not just possible issues in scenario
 - Think about signing up for WA charters take action so you get notified and can participate in advocacy

VI. Other Business

A. Planning Year Dashboard is Here

HoS went over the WA Charter planning year dashboard. It will be in BoT later this week. It will be updated and shared at each board meeting. This is different than the pre-opening calendar.

Question by Bev if we are on track to meet the student demographics meet the larger demographics outlined in the application and WA charters grant - The HoS noted that the

way the demographics are calculated has most of the Latinex numbers in the 2 or more races. We will not official numbers until August/September.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:26 PM.

Respectfully Submitted,
D. Main

Documents used during the meeting

- PCM Pre-Opening Meeting (3-11-21) (UD for Board).docx
- Board Scenarios 03222021.pdf
- Charter Board Engagement Agenda.03222021.pdf
- Five Dysfunctions of Charter School Boards.pdf

Grounding Docs: [Board Norms-We are LEADERS too-Structure and Responsibilities Overview](#), [PCM Logic Model](#), [EEMPS Rubric](#), [School-Wide Reflective Practice Inventory](#), [Bylaws](#)

Resources: [Compliance Folder](#), [Planning Year Board Calendar](#), [Planning Yr Financials Considerations](#), [OPMA Resources](#), [App Board Commitments & Background](#), [Seat & Committee Descriptions](#), [Org Charts](#), [Board Member Application Full Packet](#), [Prospective Board Member Questionnaire](#)

Coversheet

March Update

Section: III. LEADER Team Update
Item: A. March Update
Purpose: FYI
Submitted by:
Related Material: PCM Pre-Opening Meeting (5-6-21).docx



PRE-OPENING MONTHLY MEETING FORM

School: PCM	Date: 5/6/21	Time: 1:00 PM
Meeting Logistics		
Meeting Location: ZOOM https://washington.zoom.us/j/4997536321		
School Attendees: Laylah Sullivan (HOS)	WACSC Staff:	
Objective		
To provide pre-opening charter school with a status update regarding compliance reporting and Commission updates, and engage in a dialogue regarding general pre-opening school updates (i.e. facilities, staffing, prospective enrollment, etc.), pre-opening progress of calendar items, and school specific updates.		
Monthly Submission Review		
Items Due: (APRIL) --- ALL HAVE BEEN SUBMITTED		
14th Evidence of Uniform Accounting Systems that Comply with Generally Accepted Accounting Principles (GAAP)		
15th F1 Personal Financial Disclosure Statement for Board Members		
30th Charter/Nonprofit Agreements (YMCA is only one)		
30th Evidence of 50% Enrollment		
Upcoming Items: (MAY)		
31st Building Capacity		
31st Emergency Contact Information		
31st Enrollment Wait List by Grade		
Compliance Notes:		
Topics for Discussion		
Hiring/Staffing Updates		
Notes: We have hired 2 Classroom Assistants, 1 Younger Elementary Teacher, and have a pending offer for 1 Older Elementary Teacher. All others are in process.		
School Facility/Physical Plant Update		
Notes: Loan closing - last week of April. We possess stamped plans from city. All contractors moving quickly. Adapted timeline targets acquisition of - Certificate of Occupancy by end of July at latest (remember, will take place room by room as stated in Charter Application).		
Curriculum Development		
Notes: No updates from last time besides continuous progress towards goals. <i>NCMPS will have all cross maps updated and completed for K-5th by the July 1 deadline.</i>		
Professional Development		
Notes:		
<p style="margin-left: 20px;">COMPLETED</p> <p style="margin-left: 20px;">BES (Build Excel Sustain) Effective Professional Development and Live Coaching</p> <p style="margin-left: 20px;">ONGOING</p> <p style="margin-left: 20px;">Racial Equity Workgroup (WA Charters)--ongoing but major conflicts with schedule.</p> <p style="margin-left: 20px;">TSS Project Planning Workshops</p> <p style="margin-left: 20px;">Haring Foundation as needed meetings (PBIS & MTSS support).</p> <p style="margin-left: 20px;">TSS semi-monthly meetings</p> <p style="margin-left: 20px;">NCPMS semi-monthly meetings</p>		



Child Study Course
 Commission-OSPI sessions
FUTURE (MC will join)
 Montessori Coaches Training (summer & during school year)
 Will be visiting SIA to observe MAP assessment and other processes (MAY)

*Summer PD will be done onsite not yet called out in list.

Prospective Enrollment

Notes:

Enrollment	K	1	2	3	4	5	Total
Seat Accepted	21	13	13	9	14	9	79
Waitlist		5	2	1			8
Registration Not Started	2	0	0	1	2	2	7
Registration in Progress	3	0	3	2	2	1	11
Registration Complete	16	13	10	6	10	6	61
SEATS LEFT TO FILL	12	0	0	0	0	3	15

Category	Student %		
	PSD	PCM Target	PCM Accepted
Disaggregated by race			
White	69	60	70
Hispanic/Latino/a	11	13	6
Asian	9	11	4
Black/African American	3	5	3
Native American	<1		0
Two or more races	7	10	18
Disaggregated by at-risk category			
Low Income	34	50	33
Students with disabilities	14	19	18
Students with 504s	6	8	
ELLs	6	8	13

Enrollment Count = 79
 as of April 22, 2021

Most places in our community are not allowing tabling. Following up with child care centers and local support services 1 on 1.

Family and Community Engagement

Notes: noting new just progress from last notes.

Board Updates

Notes: Completed last WA Charters training (2nd part of fiduciary responsibility), full board DEI training with Dr. Scott on April 22 was really good. Potential new trustee being groomed. All trustees completed F1 submission a week before the deadline.

Policy Development

Notes: we are following [these recs](#) for policy development. We have approved



WASHINGTON STATE
Charter School Commission
STUDENTS • INNOVATION • TRANSPARENCY

Policies have been modified from WSSDA and are under final review. Vote will occur at May board meeting (moved from April to conduct final review and make room for loan and non-profit YMCA agreements)

Fundraising Updates

Notes: Applied for NSVF grant (no news yet). Donor Door campaign progressing slowly but reinvigorating campaign.

Conditional Approval/Heightened Oversight Updates (If Applicable)

Notes:

Miscellaneous

Notes:

School Questions:



Next Steps

Coversheet

FC (Finance Committee)

Section: IV. Committee Updates
Item: D. FC (Finance Committee)
Purpose: Vote
Submitted by:
Related Material: PCM_YTD_Statement_of_Cash_Flows_March_2021.pdf
PCM_Forecast_to_Actuals_March_2021.pdf
PCM_P_L_March_2021.pdf
PCM_Balance_Sheet_March_2021.pdf
PCM_Budget_to_Actuals_March_2021.pdf
PCM_Finance_Dashboard_March_2021.docx

Pullman Community Montessori

Statement of Cash Flows

July 2020 - March 2021

	TOTAL
OPERATING ACTIVITIES	
Net Revenue	90,729.47
Adjustments to reconcile Net Revenue to Net Cash provided by operations:	
1100 Accounts Receivable (A/R)	-20,590.06
1150 Prepaids & Other Assets	-13,988.59
2100 Accounts Payable	5,669.28
2101 Accrued Accounts & Payroll Payable	10,709.22
2151 Social Security/Medicare/FUTA Tax Payable	0.00
2152 Workers' Compensation Tax Payable	450.84
2153 State Unemployment Tax Payable	1,025.61
2154 Paid Family Medical Leave Tax Payable	138.05
2160 Direct Deposit Payable	0.00
2171 Use Tax Payable	749.80
2202 Loan Payable - short-term	0.00
Total Adjustments to reconcile Net Revenue to Net Cash provided by operations:	-15,835.85
Net cash provided by operating activities	\$74,893.62
INVESTING ACTIVITIES	
1501 Fixed Assets-Capitalized Equipment	-10,362.60
1510 Facilities - In Progress	-2,500.00
Net cash provided by investing activities	\$ -12,862.60
FINANCING ACTIVITIES	
2998 Unrestricted Net Assets	-15,000.00
2999 Restricted Net Assets	15,000.00
Net cash provided by financing activities	\$0.00
NET CASH INCREASE FOR PERIOD	\$62,031.02
CASH AT END OF PERIOD	\$62,031.02

Pullman Community Montessori

Budget vs. Actuals: Forecast - FY21 P&L

July 2020 - March 2021

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
3100 Local donations	5,195.11	25,000.00	-19,804.89	20.78 %
3501 Interest Income (Private)	0.22		0.22	
3520 Private Foundations / Grants	240,000.00	245,000.00	-5,000.00	97.96 %
5200 Federal - CSP	85,783.75	505,211.00	-419,427.25	16.98 %
Total Revenue	\$330,979.08	\$775,211.00	\$ -444,231.92	42.70 %
GROSS PROFIT	\$330,979.08	\$775,211.00	\$ -444,231.92	42.70 %
Expenditures				
6010 Certificated - Instructional Management	34,666.64	73,600.00	-38,933.36	47.10 %
6105 Classified - Executive Management	68,999.94	99,666.67	-30,666.73	69.23 %
6107 Classified - Other Admin - Non -Instructional	14,665.94	44,985.70	-30,319.76	32.60 %
6270 Certificated - Teachers - Regular		48,885.00	-48,885.00	
7051 Social Security/Medicare/FUTA	9,052.45	22,039.00	-12,986.55	41.07 %
7052 Worker's Compensation Insurance	604.02	2,671.00	-2,066.98	22.61 %
7053 State Unemployment	1,819.26	3,686.00	-1,866.74	49.36 %
7054 Paid Family Medical Leave	0.00		0.00	
8010 Legal	2,638.75	3,000.00	-361.25	87.96 %
8035 Payroll & Accounting Services	22,500.00	32,500.00	-10,000.00	69.23 %
8050 Contracted Services - Tech	640.00	12,950.00	-12,310.00	4.94 %
8051 Contracted Services - Program Support / PD	26,330.00	67,600.00	-41,270.00	38.95 %
8060 Dues & Memberships	579.00	1,500.00	-921.00	38.60 %
8065 Interest Expense	5.41		5.41	
8505 Board Expenses	7,083.31	10,000.00	-2,916.69	70.83 %
8510 Classroom / Teaching Supplies & Materials	275.00	100,000.00	-99,725.00	0.28 %
8530 Equipment / Furniture	3,699.53	100,000.00	-96,300.47	3.70 %
8540 Technology - Hardware	2,509.51	25,753.00	-23,243.49	9.74 %
8541 Technology - Software	6,970.08	9,818.00	-2,847.92	70.99 %
8565 Office Expense	513.50	2,000.00	-1,486.50	25.68 %
8570 Staff Development	175.00		175.00	
8575 Staff Recruitment	2,214.56	2,500.00	-285.44	88.58 %
8580 Student Recruitment / Marketing	7,338.36	8,000.00	-661.64	91.73 %
8595 Fundraising		4,750.00	-4,750.00	
9005 Insurance Expense	834.66	8,500.00	-7,665.34	9.82 %
9015 Building and Land Rent / Lease	26,134.69	55,466.00	-29,331.31	47.12 %
Payroll Expenses				
Wages	0.00		0.00	
Total Payroll Expenses	0.00		0.00	
Total Expenditures	\$240,249.61	\$739,870.37	\$ -499,620.76	32.47 %
NET OPERATING REVENUE	\$90,729.47	\$35,340.63	\$55,388.84	256.73 %
NET REVENUE	\$90,729.47	\$35,340.63	\$55,388.84	256.73 %

Pullman Community Montessori

Profit and Loss

March 2021

	TOTAL
Revenue	
3100 Local donations	954.50
3501 Interest Income (Private)	0.03
3520 Private Foundations / Grants	52,500.00
5200 Federal - CSP	20,590.06
Total Revenue	\$74,044.59
GROSS PROFIT	\$74,044.59
Expenditures	
6010 Certificated - Instructional Management	7,666.66
6105 Classified - Executive Management	7,666.66
6107 Classified - Other Admin - Non -Instructional	4,120.44
7051 Social Security/Medicare/FUTA	1,488.22
7052 Worker's Compensation Insurance	109.98
7053 State Unemployment	365.71
8010 Legal	1,375.00
8035 Payroll & Accounting Services	2,500.00
8050 Contracted Services - Tech	640.00
8051 Contracted Services - Program Support / PD	2,960.00
8505 Board Expenses	833.33
8541 Technology - Software	715.20
8565 Office Expense	91.53
8580 Student Recruitment / Marketing	1,731.95
9005 Insurance Expense	417.33
9015 Building and Land Rent / Lease	7,132.23
Total Expenditures	\$39,814.24
NET OPERATING REVENUE	\$34,230.35
NET REVENUE	\$34,230.35

Pullman Community Montessori

Balance Sheet As of March 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash Checking	60,935.80
1005 Cash MMA or Savings	1,095.22
Total Bank Accounts	\$62,031.02
Accounts Receivable	
1100 Accounts Receivable (A/R)	20,590.06
Total Accounts Receivable	\$20,590.06
Other Current Assets	
1150 Prepays & Other Assets	13,988.59
Total Other Current Assets	\$13,988.59
Total Current Assets	\$96,609.67
Fixed Assets	
1501 Fixed Assets-Capitalized Equipment	10,362.60
1510 Facilities - In Progress	2,500.00
Total Fixed Assets	\$12,862.60
TOTAL ASSETS	\$109,472.27
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 Accounts Payable	5,669.28
Total Accounts Payable	\$5,669.28
Other Current Liabilities	
2101 Accrued Accounts & Payroll Payable	10,709.22
2152 Workers' Compensation Tax Payable	450.84
2153 State Unemployment Tax Payable	1,025.61
2154 Paid Family Medical Leave Tax Payable	138.05
2171 Use Tax Payable	749.80
Total Other Current Liabilities	\$13,073.52
Total Current Liabilities	\$18,742.80
Total Liabilities	\$18,742.80
Equity	
2998 Unrestricted Net Assets	97,202.42
2999 Restricted Net Assets	15,000.00
Net Revenue	-21,472.95
Total Equity	\$90,729.47
TOTAL LIABILITIES AND EQUITY	\$109,472.27

Pullman Community Montessori

Year 0 Budget vs Actual

July 2020 - March 2021

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
3100 Local donations	5,195.11	25,000.00	-19,804.89	20.78 %
3501 Interest Income (Private)	0.22		0.22	
3520 Private Foundations / Grants	240,000.00	230,000.00	10,000.00	104.35 %
5200 Federal - CSP	85,783.75	453,200.00	-367,416.25	18.93 %
Total Revenue	\$330,979.08	\$708,200.00	\$ -377,220.92	46.74 %
GROSS PROFIT	\$330,979.08	\$708,200.00	\$ -377,220.92	46.74 %
Expenditures				
6010 Certificated - Instructional Management	34,666.64	95,833.33	-61,166.69	36.17 %
6105 Classified - Executive Management	68,999.94	99,666.67	-30,666.73	69.23 %
6106 Classified - Operations Staff		15,093.75	-15,093.75	
6107 Classified - Other Admin - Non -Instructional	14,665.94	13,248.00	1,417.94	110.70 %
6270 Certificated - Teachers - Regular		52,440.00	-52,440.00	
7051 Social Security/Medicare/FUTA	9,052.45	19,820.00	-10,767.55	45.67 %
7052 Worker's Compensation Insurance	604.02	2,402.00	-1,797.98	25.15 %
7053 State Unemployment	1,819.26	3,315.00	-1,495.74	54.88 %
8010 Legal	2,638.75		2,638.75	
8035 Payroll & Accounting Services	22,500.00	32,500.00	-10,000.00	69.23 %
8050 Contracted Services - Tech	640.00		640.00	
8051 Contracted Services - Program Support / PD	26,330.00	30,000.00	-3,670.00	87.77 %
8060 Dues & Memberships	579.00	1,500.00	-921.00	38.60 %
8065 Interest Expense	5.41		5.41	
8505 Board Expenses	7,083.31	10,000.00	-2,916.69	70.83 %
8510 Classroom / Teaching Supplies & Materials	275.00	100,000.00	-99,725.00	0.28 %
8530 Equipment / Furniture	3,699.53	100,000.00	-96,300.47	3.70 %
8540 Technology - Hardware	2,509.51	53,200.00	-50,690.49	4.72 %
8541 Technology - Software	6,970.08		6,970.08	
8565 Office Expense	513.50	2,000.00	-1,486.50	25.68 %
8570 Staff Development	175.00		175.00	
8575 Staff Recruitment	2,214.56	5,000.00	-2,785.44	44.29 %
8580 Student Recruitment / Marketing	7,338.36	5,000.00	2,338.36	146.77 %
9005 Insurance Expense	834.66	3,500.00	-2,665.34	23.85 %
9015 Building and Land Rent / Lease	26,134.69	57,528.00	-31,393.31	45.43 %
Total Expenditures	\$240,249.61	\$702,046.75	\$ -461,797.14	34.22 %
NET OPERATING REVENUE	\$90,729.47	\$6,153.25	\$84,576.22	1,474.50 %
NET REVENUE	\$90,729.47	\$6,153.25	\$84,576.22	1,474.50 %



	Metric <i>Description</i>	Result	Goal	Status	Notes
1.	Current Student Recruitment Count <i>Enrollment is the school's primary revenue driver</i>	N/A	N/A	○	<i>Enrollment tracking will begin in April 2021</i>
2.	Public Revenue Received as a % of overall budget <i>Measures rate of receipt of public funds to date</i>	19%	19%	○	<i>All CSP reimbursements</i>
3.	Private Revenue Received as a % of overall budget <i>Measures progress against fundraising goals</i>	104%	100%	○	<i>Private grants have gone over the budgeted amount (COVID grant)</i>
4.	Expenditures to date as a % of overall budget <i>Measures actual spending against planned spending</i>	34%	36%	○	<i>Montessori Coach and Family Engagement Coordinator hire dates pushed back</i>
5.	Cash on Hand <i>Measures operational and financial stability</i>	\$62k	\$35k	○	<i>Current forecasts show PCM ending the year with \$35k in cash</i>

Additional notes for discussion:

Enrollment reporting to begin next month!

Private revenue received exceeds the budgeted amount due to applied for and received WA Charters COVID grant.

jg^P

Coversheet

Planning Year Dashboard

Section: VI. Other Business
Item: A. Planning Year Dashboard
Purpose: Discuss
Submitted by:
Related Material: PCM Planning Year Board Dashboard.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

PCM Planning Year Board Dashboard.xlsx

Coversheet

YMCA Service Agreement

Section: VI. Other Business
Item: B. YMCA Service Agreement
Purpose: Vote
Submitted by:
Related Material: PCM-YMCA MOU 3-24-21.pdf



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

March 24, 2021

Laylah Sullivan- Head of School
Pullman Community Montessori
115 NW State St, Room 215
Pullman, WA 99163

Ms. Sullivan,

This memorandum of understanding will outline both parties understanding of expectations for operations of the After School Program, Before School Program, and Wednesday Enrichment program for the 2021-2022 school year operated on behalf of the YMCA of the Palouse (YMCA) for the benefit of the Pullman Community Montessori (PCM).

Based on previous conversations between the PCM and YMCA, we understand the following will need to occur in order to operate the 3 distinct programs (outlined above) at full capacity for the 2021-2022 school year:

Enrollment:

- In order to begin programming, at least 10 students must be enrolled in the After School programming by August 1, 2021.
- Average enrollment in After School programming must average 21 students by October 15, 2021 in order for the program to continue to operate after Christmas break in December.
- Average enrollment in Before School programming must average 21 students by October 15, 2021 in order for the program to continue to operate after Christmas break in December.
- If the After School and Before School programs do not meet their target enrollment by December 17, 2021, YMCA will continue to operate the Wednesday Enrichment program for the duration of the 2021-2022 school year.
- If the After School and Before School programs do not meet their target enrollment by October 15, 2021, YMCA Staff and PCM Staff will meet to discuss action steps that can be taken to increase enrollment to meet the targets set out above.
- If either the After School or Before School programs do not meet the target enrollment set out above, 30 days' notice will be provided to the PCM and parents to allow them to find new care opportunities when school resumes in January 2022, after the Christmas break.





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Procedures:

- YMCA staff will undergo OSPI Sanctioned background checks as a part of the hiring process for all staff who will work with PCM students.
- As a part of the YMCA staff training/orientation, all staff who will work with PCM students will attend training provided by PCM Staff or their designee to cover any specific classroom management guidelines, behavioral training, and discipline policy. This training will be held the week of August 2-6, 2021.
- PCM will provide YMCA enrollment forms, parent handbook, and other documentation to their parents to facilitate enrollment of students directly with YMCA. YMCA will communicate a list of students who are participating in programs to PCM.
- As a part of both PCM and YMCA’s commitment to the community, both organizations will provide information and mutually promote the other organization’s programs to our stakeholders.

We look forward to a long and mutually beneficial relationship over the coming years. Looking ahead, we would like to re-visit our annual agreement and update rates to provide services to PCM in March/April of each year to ensure each party has sufficient time to prepare for the following school year.

YMCA of the Palouse is excited to be a part of this joint program and is looking forward to a long-term relationship with Pullman Community Montessori. Both of our programs provide tremendous value to the Palouse community and our mutual success will continue to make this a wonderful community for all to live in.

Agreed to:

Pullman Community Montessori

Title

Katie Van Wyngaarden

YMCA of the Palouse

3/31/2021

Title



Coversheet

RAZA Loan Finalization

Section: VI. Other Business
Item: C. RAZA Loan Finalization
Purpose: Vote
Submitted by:
Related Material: RAZA Loan Overview and Docs Package.pdf

RAZA Development Fund (RDF) is prepared to move forward with both the renovation improvement loan and bridge loan (1-yr line of credit). The LOI for this was shared in January with the Board. RDF has prepared the main documents necessary for approval and closing. The formal loan agreement will follow next week after these documents have been received. The LOI shared earlier is still a good snapshot of the details PCM will see in the loan agreement. To date, the only notable change from the LOI is the total loan amount cap has been lifted from \$400K to \$550K for completion of Phase I and II of facility improvements. PCM is not obligated to borrow the full offering but will only pay interest on what is actually borrowed. That said, PCM has modeled for the absolute worst case scenario in the budget where we use the full \$550K and the full \$150K put forward by WA Charters along with the full estimated amount for Phase III.

Following you will find 3 documents provided by RDF:

1. **Subordination and Intercreditor Agreement**
2. **Pullman Borrower Resolution**
3. **Pullman Borrower Incumbency**

Apex has reviewed all documents and concurred they are reasonable.

Below is a an 'in a nutshell' description of the document"

- **Subordination and Intercreditor Agreement:** (really has more impact on WA Charters who is reviewing the document) This document ensures that RAZA is completely protected in having full ability to collect on its loan first in any event of default.
- **Pullman Borrower Resolution:** authorized the Corporation to act as the Borrower.
- **Pullman Borrower Incumbency:** identifies who can act on behalf of the Corporation and guarantees that the people who signed the document have the right to enter the Corporation into a legally binding agreement.

Proposed Motion: that the PCM Board of Trustees approve John Cassleman, and Doreen Main when relevant, to act on behalf of the full PCM Board of Trustees to sign all necessary documents to enter into a loan agreement with RAZA Development Fund for both the renovation and bridge loans. Additionally, to approve John Cassleman, and Doreen Main when relevant, to sign forthcoming loan documents that will be first reviewed by Apex Law which will complete the loan closing process.

SUBORDINATION AND INTERCREDITOR AGREEMENT

NOTICE: THIS SUBORDINATION AND INTERCREDITOR AGREEMENT RESULTS IN YOUR UNSECURED LOAN BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN A SENIOR LOAN.

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this “**Agreement**”), is made as of this __ day of _____, 2021, by PULLMAN COMMUNITY MONTESSORI, a Washington nonprofit public benefit corporation (“**Borrower**”), and WASHINGTON STATE CHARTER SCHOOLS ASSOCIATION, a Washington nonprofit corporation, holder of the note first hereinafter described (“**Subordinate Lender**”), in favor of RAZA DEVELOPMENT FUND, INC., an Arizona nonprofit corporation, as the holder of the note next herein described (“**Senior Lender**”).

WITNESSETH:

WHEREAS, Senior Lender would not make the Senior Loan (as defined below) to Borrower unless Subordinate Lender agrees to the terms and conditions of this Agreement;

WHEREAS, Borrower has executed a credit note dated as of even date hereof (the “**Subordinate Note**”), in favor of Subordinate Lender in the original principal amount of \$150,000 (the “**Subordinate Loan**”). The Subordinate Note, together with any other documents evidencing, securing or guaranteeing the Subordinate Loan, if any, may be referred to herein as the “**Subordinate Loan Documents**”;

WHEREAS, pursuant to that certain Master Construction and Term Loan and Security Agreement and that certain [Line of Credit Agreement], both dated as of even date hereof (as they may be amended, modified or restated, from time to time, together the “**Senior Loan Agreement**”), Borrower has executed two senior notes in the amounts of \$550,000 and \$300,000 (together, the “**Senior Note**”), dated as of even date hereof, in favor of Senior Lender, which notes evidence loans (hereinafter referred to together as the “**Senior Loan**”) to Borrower. The Senior Note is secured by that certain First Leasehold Construction Deed of Trust and Assignment of Leases and Rents (the “**Senior Instrument**”) dated as of even date hereof and to be submitted for recording in the official records of Whitman County, Washington as of same date. All documents evidencing, securing or guaranteeing the Senior Loan may be referred to herein as the “**Senior Loan Documents**.” All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Senior Loan Agreement;

WHEREAS, Borrower will apply the full Subordinate Loan amount and the Senior Loan, together with other funds of Borrower, towards the renovation of an existing four-story (including basement) 102,000 sf community and culture center, known as the Gladish, located at 115 NW State St., Pullman, WA 99163 (the “**Property**,” more particularly described hereto in Exhibit A), to be used for a K-9 Montessori School of Pullman with two phases totaling 11,588 sf, in 2021 and 2022, respectively (the “**Project**”);

WHEREAS, the payment terms and conditions of the Subordinate Loan are as set forth in the Subordinate Loan Documents and the payment terms and conditions of the Senior Loan are as set forth in the Senior Loan Documents and in the Senior Loan Agreement; and

WHEREAS, Subordinate Lender and Senior Lender desire to enter into this Agreement in order to set forth Senior Lender's relative rights and priorities with respect to the payment and collection of the Senior Loan and of the Subordinate Loan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Senior Lender to make the Senior Loan above referred to, it is hereby declared, understood and agreed as follows:

1. **Priority and Subordination.** That the Senior Loan and Senior Instrument and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property therein described, prior and superior to any obligations, liabilities, indebtedness, lien or charge in connection with the Subordinate Loan. Further, the terms of the Subordinate Loan Documents and all rights and remedies of Subordinate Lender under the Subordinate Loan Documents are hereby expressly subordinate to the terms of the Senior Loan Documents and the rights and remedies of Senior Lender under the Senior Loan Documents.

2. **Right to Payment Subordinated; Intercreditor Provisions.**

a. **Subordination.** That all of Subordinate Lender's rights to payment of the Subordinate Loan and the obligations evidenced by the Subordinate Loan Documents are hereby subordinated to all of Senior Lender's rights to payment by Borrower of the Senior Loan and the obligations secured by the Senior Loan Documents.

b. **Consent Conditions.** Subordinate Lender has advised Senior Lender that Borrower contemplates making principal payments on the Subordinate Loan with the proceeds of capital campaigns; Senior Lender hereby consents to payments to be made by Borrower to Subordinate Lender on the Subordinate Loan, provided that each of the following conditions are met:

(i) Borrower payments on the Senior Loan to Senior Lender are current or ahead of schedule;

(ii) Borrower is in compliance in all material respects with all provisions of all of the Senior Loan Documents, including without limitation the Senior Loan Agreement between Borrower and Senior Lender;

(iii) Borrower has sufficient cash available to make a payment to Subordinate Lender in accordance with the Subordinate Loan Documents; and

(iv) The making of any payment to Subordinate Lender on the Subordinate Loan shall not result in Borrower being unable to timely satisfy all of its obligations (including without limitation the Senior Loan) related to the operation of its business.

c. **Payments Held in Trust.** All payments or distributions upon or with respect to the Subordinate Loan which are received by Subordinate Lender contrary to the provisions of this Agreement with respect to and/or during the continuance of an event of default under the Senior Loan Documents shall be received and held in trust by Subordinate Lender for the benefit of Senior Lender and shall be paid over to Senior Lender in the same form as so received to be applied (in the case of cash) to, or held as collateral (in the case of non-cash property or securities) for, the payment or performance of the Senior Loan in accordance with the terms of the Senior Loan Documents.

d. **Project Costs Only.** The Subordinate Loan Documents provide that all proceeds of the Subordinate Loan shall be used to pay costs related to tenant improvements and development for the Project and Borrower shall use the proceeds of the Subordinate Loan only in accordance with a budget approved by Senior Lender for the costs related to tenant improvements and development for the Project, and as expressly approved by Senior Lender.

e. **Intercreditor.** Subordinate Lender agrees that [an estimated amount] of Fifty-Three Thousand Two Hundred Fifty-Eight Dollars (\$53,258) of the Subordinate Loan shall be disbursed to Borrower prior to any funding under Senior Lender's Senior Loan funds, and all remaining funds of the Subordinate Loan shall be made available to Borrower for any project costs overruns for phase I and phase II of the Project. Borrower agrees that all funds disbursed to Borrower from the Subordinate Loan will be fully invested in the Project in the order mentioned above in this Section.

3. **Waiver of Certain Rights.** That unless and until the Senior Loan has been indefeasibly paid in full and satisfied, and as set forth above, and notwithstanding any contrary provision in the Subordinate Loan Documents and any right to take any such action that would otherwise be available to Subordinate Lender, other than collection of payments per the terms of the Subordinate Loan, Subordinate Lender waives any right to, and shall not, alone or with others, directly or indirectly: (a) assert, accelerate, collect, sue upon, or enforce all or any part of the Subordinate Loan; (b) obtain, acquire, realize or execute upon any collateral for the Subordinate Loan; (c) [Reserved]; (d) commence or join with any other creditors of Borrower in any bankruptcy, reorganization, receivership or insolvency proceeding against Borrower, unless Senior Lender is also a creditor in such action, in which case Borrower as an unsecured lender, may join the action and as otherwise set forth in this Agreement; (e) take or permit any action prejudicial to or inconsistent with Senior Lender's priority position over Subordinate Lender that is created by this Agreement; (f) take, accept, ask for, sue for, receive, setoff or demand any payments upon the Subordinate Loan (except for regularly scheduled payments as and to the extent permitted under Section 2 hereof); (g) take, accept, ask for, sue for, receive, setoff or demand any advance, transfer, or assignment of assets from Borrower in any form whatsoever; (h) take, accept, ask for, sue for, receive, setoff or demand any transfer of any assets of Borrower as security for the Subordinate Loan or otherwise accept title to any portion of the Property (as defined in the Senior

Loan Agreement) or any interest therein; (i) except as set forth in Section 6, assign, transfer, pledge, encumber or otherwise dispose of its interest in the Subordinate Loan, or enter into any loan documents other than the Subordinate Note and the other Subordinate Loan Documents, or enter into any amendments or modifications to the Subordinate Note or any of the other Subordinate Loan Documents, in each case without the written consent of Senior Lender, which may be given or withheld in Senior Lender's sole discretion; or (j) amend, modify, supplement or change in any way any of the Subordinate Loan Documents.

4. **Reliance.** That Senior Lender would not make Senior Loan without this Agreement.

5. **Entire Agreement.** That this Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Subordinate Loan to the lien or charge of the Senior Instrument and the Senior Loan and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed.

6. **Governing Law.** This Agreement shall be construed under the laws of the State of [Arizona].

7. **Successors and Assigns.** That Senior Lender may transfer the Senior Loan and that the terms and conditions of this Agreement shall be binding on all successors and assigns of Senior Lender and of Subordinate Lender. There shall be no assignment of the Subordinate Loan unless transferee first agrees to be bound by this Agreement.

8. **Insolvency or Reorganization of Borrower.** In the event that proceedings of any nature are filed under the United States Bankruptcy Code by or against Borrower, or Borrower is involved in insolvency, reorganization, or other proceedings of any kind for the relief of debtors in any jurisdiction, Senior Lender is hereby authorized to collect and receive all payments and dividends that may be declared or become payable to Subordinate Lender, to be applied to the payment of the Senior Loan until payment thereof in full.

9. **Continuing Agreement; Notice of Revocation.** This Agreement shall constitute a continuing Agreement irrespective of whether Borrower may, at some time or times hereafter, pay all of its then existing obligations under the Senior Loan, until this Agreement is terminated as described below. Senior Lender may, without notice to Subordinate Lender and without affecting this Agreement, lend monies, extend credit, forbear, release, sell, or exchange any property now or hereafter held by Senior Lender as security for the Senior Loan and make any and all other accommodations to, for, or with respect to the account of Borrower in reliance on this Agreement. This Agreement shall terminate when (a) Senior Lender expressly terminates this Agreement in writing or (b) if Borrower has no outstanding obligations under the Senior Loan and Senior Lender has no on-going commitments to lend to Borrower, written notice of revocation of this Agreement is delivered to Senior Lender by Subordinate Lender, which Senior Lender will not unreasonably withhold or delay. As to all such indebtedness due to the Senior

Loan and any consolidations, extensions, refinancings, modifications, renewals or replacements thereof, this Agreement shall continue in effect until the same shall have been fully discharged (together with all interest, expenses, and obligations related thereto).

10. **No Waiver.** No course of dealing, delay or failure of Senior Lender to exercise any right, remedy, power, or privilege hereunder or under any other agreement with Subordinate Lender or Borrower shall impair the same or be construed to be a waiver of the same or an acquiescence therein. No single or partial exercise of any right, remedy, power, or privilege shall preclude other or further exercise thereof by Senior Lender against Borrower or Subordinate Lender. All rights, remedies, powers, and privileges herein conferred upon Senior Lender shall be deemed cumulative and not exclusive of any others available.

11. **Change in Form of Business.** This Agreement shall not be affected by a change in the name, structure, or form under which Borrower or Subordinate Lender does business.

12. **No Modifications.** There shall be no modifications or amendments to any of the Subordinate Loan Documents without prior written consent of Senior Lender.

13. **Further Agreements.** Subordinate Lender declares, agrees and acknowledges that:

a. Subordinate Lender consents to and approves i) all provisions of the Senior Note and Senior Instrument in favor of Senior Lender above referred to, and ii) all agreements, including, but not limited to, any loan or escrow agreements, between Borrower and Senior Lender for the disbursement of the proceeds of Senior Loan;

b. Senior Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

c. Subordinate Lender intentionally and unconditionally subordinates the lien or charge of the Subordinate Loan to the lien or charge of the Senior Instrument and understands that in reliance upon, and in consideration of, these subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

14. **Counterparts.** This Agreement may be executed in counterparts, any one of which shall be deemed an original, and all of which taken together shall be treated as one document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SUBORDINATE LENDER:

WASHINGTON STATE CHARTER SCHOOLS
ASSOCIATION, a Washington nonprofit
corporation

By: _____

Name: Patrick D'Amelio

Its: President

SENIOR LENDER:

RAZA DEVELOPMENT FUND, INC.,
an Arizona nonprofit corporation

By: _____

Name: Melissa McDonald

Its: Chief Operating Officer

BORROWER:

PULLMAN COMMUNITY MONTESSORI, a
Washington nonprofit public benefit corporation

By: _____

Name: John Casselman

Its: Chairperson

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
PULLMAN COMMUNITY MONTESSORI
(the “Corporation”)**

WHEREAS, there has been presented to this board information and documents relating to loans by Raza Development Fund, Inc. (“**Lender**”) for the construction and renovation financing of the property located at 115 NW State St., Pullman, WA 99163 and financing of the start-up costs of the Corporation (the “**Project**”) in the amounts of \$550,000 and \$300,000, respectively (together, “**Raza Financing Commitment**”); and

WHEREAS, it is in the best interest of the Corporation as the borrower (the “**Borrower**”) to enter into the transactions, agreements, certificates, and undertakings related to and in connection with the Project, Raza Financing Commitment, and all other contracts, agreements, instruments, documents and certificates related to or in connection with all of the foregoing as is necessary to carry out the purposes set forth above:

NOW, THEREFORE, the directors of the Corporation hereby take the following actions:

RESOLVED, that this board authorizes the Corporation to act as the Borrower and further authorizes the Corporation, acting by and through John Casselman, Chairperson of the Corporation, to take such actions and execute all documents as are necessary and appropriate for the Corporation to carry out its duties as the Borrower in connection with Raza Financing Commitment, and further ratifies all actions by Mr. Casselman taken on behalf of the Corporation in its capacity as Borrower to do all that is necessary to effect and complete the Project financing, all with such modifications as counsel may deem appropriate, with the purpose of carrying out the above stated purposes.

RESOLVED, that this board hereby ratifies and approves all of the terms and all of the documents provided to this board which are related to and are in connection with Raza Financing Commitment, with such modifications as counsel may deem appropriate.

RESOLVED, that this board agrees to deliver or cause to be delivered to Lender, all documents and due diligence requested of the Corporation by Lender relating to the Project, including all items requested on the Lender’s due diligence checklist.

SECRETARY'S CERTIFICATE

I HEREBY CERTIFY that I am the duly elected and acting Secretary and keeper of the records and corporate seal of PULLMAN COMMUNITY MONTESSORI, a Washington nonprofit corporation (the “**Corporation**”); that the aforementioned is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation at a duly noticed and called meeting of such board on _____, 2021 (collectively, the “**Resolution**”); that the Resolution does not conflict with the corporate charter or bylaws of the Corporation, nor has the Resolution been in any way altered, amended or repealed, and that it is in full force and effect, unrevoked and unrescinded, as of this day, and has been entered upon the regular minute book of this Corporation, as of the aforementioned date, and that the Board of Directors of the Corporation has, and at the time of adoption of the Resolution, had, full power and lawful authority to adopt the Resolution and to confer the powers thereby granted to the officers and staff therein named who have full power and lawful authority to exercise the same.

Doreen Main, Secretary

INCUMBENCY CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected Secretary of PULLMAN COMMUNITY MONTESSORI, a Washington nonprofit corporation (the “**Corporation**”), and that:

1. Attached hereto as Exhibit “A” is a correct and complete copy of Resolutions of the Board of Directors and Secretary’s Certificate thereto which were duly adopted by the Directors of the Corporation evidencing the authorization of the execution, delivery and performance of the Loan Documents and which resolutions: (i) have not been amended, modified, rescinded or revoked in any respect and are in full force and effect on the date hereof; (ii) require no further company action or resolution or consent of the Board of Directors to be effective; and (iii) are not inconsistent with the Corporation’s Bylaws.
2. Attached hereto as Exhibit “B” is a correct and complete copy of the Articles of Incorporation of the Corporation dated December 11, 2019, and filed with the Secretary of State on January 2, 2020 : (i) included are all amendments to the Certificate of Incorporation if any; (ii) said amendments, if any, are dated and certified by the Secretary of State; (iii) all amendments are in full force and effect on the date hereof; and (iv) there are no proceedings currently in process or contemplated to amend such Articles of Incorporation.
3. Attached hereto as Exhibit “C” is a complete and correct copy of the Bylaws of the Corporation, together with any amendments thereto, which are in full force and effect on the date hereof, and there are no proceedings currently in process or contemplated to amend such Bylaws.
4. Attached hereto as Exhibit “D” is a complete and correct copy of the Corporation’s duly elected and currently serving members of the Board of Directors, including addresses and telephone numbers.
5. Attached hereto as Exhibit “E” is a certificate indicating that the Corporation is in good standing with the State of Washington issued by the Secretary of State of Washington.
6. There is no judgment, order or decree of any court binding upon the Corporation and in effect as of the date hereof.
7. There is no suit, claim, demand, action, proceeding, arbitration or investigation pending or threatened by or against the Corporation (or any of its officers, directors or employees arising out of their relationship with the Corporation).

8. The following named individual is the duly appointed authorized officer of the Corporation and is authorized to execute and deliver certain documents on behalf of the Corporation in connection with the matters contained herein; the signature after the authorized officer's name is the genuine signature of such individual.

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
John Casselman	Chairperson	_____

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the Corporation this ____ day of _____, 2021.

Doreen Main, Secretary

EXHIBIT A
(Resolutions of the Board of Directors
and Secretary's Certificate)

EXHIBIT B

(Certificate of Incorporation
and Amendments Thereto)

Please list the date of all amendments

EXHIBIT C
(Bylaws and Amendments Thereto)

EXHIBIT D
(Board of Directors Listing
Including Addresses and Phone Numbers)

EXHIBIT E
(Certificate of Good Standing)