



WASHINGTON STATE CHARTER SCHOOLS ASSOCIATION GROWTH GRANT 1 AGREEMENT

This Grant Agreement (this "Agreement") is entered into on August 1, 2022, by and between Pullman Community Montessori ("PCM" or "Grantee") and the Washington State Charter Schools Association ("WA Charters") (together, "the Parties"). The term of this grant is 12 months from the date of both parties signing this document.

PURPOSE OF THIS AGREEMENT

WA Charters is in receipt of funding to assist in implementation of the new charter law and to support operating school leaders and growing charter schools in the State of Washington. The purpose of the Grant is to provide funding for costs associated with growing the number of available charter seats until the school reaches full scale (the "Growth Grant") as described in your Assurances and Budget Detail (the "Budget"), collectively referred to as "the Project." The Growth Grant is designed to support schools on a per student served basis and reward strong student enrollment and retention. Pursuant to the Agreement, Grantee has agreed to undertake certain activities and obligations to accomplish the Project; and WA Charters desires to make a grant to Grantee to be given pursuant to the terms and conditions in this Agreement.

WA CHARTERS COMMITMENT

WA Charters shall award Grantee grant funds in the amount of **\$222,000 based on maintaining a 2022-2023 yearlong student count of no fewer than 115 students**. Such grant funds shall be given in accordance with the following schedule:

Due Date	Payment Date	Milestone or Deliverable	Payment Amount
August 15, 2022	August 31, 2022	Receipt of countersigned Grant Agreement Purchase of WA Charters Membership and evidence of contract for True Measure Collaborative services Evidence of signed contract with Joule Growth Partners and BoardOnTrack Accelerated membership Submission of WA Charters Budget Workbook, all tabs completed Strategy memo to reach 50% FRPL goal, if no met in previous school year	\$177,600
November 15, 2022	N/A	Submission of Q4 WA Charters Workbook, including budget to actuals from previous fiscal year	
January 15, 2023	N/A	Evidence of use of data dashboard for board monitoring of financial, organizational, and academic results	

		<p>Submission of WA Charters October Data Collection Survey</p> <p>Submission of Fall interim assessment data for math and ELA for each grade level served in WA Charters Assessment Results template</p> <p>Submission of WA Charters Budget Workbook updated for Q1</p> <p>Completed audit report, if not available at this date, please submit when completed</p> <p>Submission of fundraising report for previous fiscal year in WA Charters Fundraising Workbook template</p> <p>Submission of updated organizational Fundraising Plan</p> <p>Submission of organizational Equity Plan</p> <p>Submission of evidence of Title 1 Parent and Family Engagement Policy, School-Parent Compact and Annual School Meeting (Back-to-School Night)</p> <p>Mid-Year Grantee-WA Charters Check-In</p>	
April 15, 2023	N/A	<p>Submission of Winter interim assessment data for math and ELA for each grade level served in WA Charters Assessment Results template</p> <p>Submission of WA Charters Budget Workbook updated for Q2, must include previous year's audited financials</p>	
July 15, 2023	July 31, 2023	<p>Submission of WA Charters May Data Collection Survey</p> <p>Submission of WA Charters Member Survey</p> <p>Submission of Spring interim assessment data for math and ELA for each grade level served in WA Charters Assessment Results template with yearlong analysis of overall student growth</p> <p>Evidence of application for all eligible state categorical funding – TBIP, LAP, and HiCAP, and Safety Net funding</p> <p>Submission of WA Charters Budget Workbook template updated for Q3, must include 4-year budget forecast</p> <p>Submission of updated WA Charters Fundraising Workbook, including evidence of \$25,000 match commitment</p> <p>Submission of SAO and nonprofit financial audit results</p> <p>Participation of FACE staff in FACE PLC program</p> <p>Participation by School Leaders in Racial Equity Identity Groups</p> <p>End-of-year Grantee-WA Charters check-in</p>	<p>Up to \$44,400</p> <p><i>Final grant payment will be trued up based on no more than 5% loss of student enrollment.</i></p>

	Award Total		Up to \$222,000
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Such grant funds may only be used for the Project and allowable project expenses, as outlined in the approved Grant application and budget. Any grant funds unexpended or uncommitted at the end of the Grant Period must be promptly returned to WA Charters. Any Budget cost category change of more than 10% must be approved in writing by WA Charters in advance. Grantee may not use the grant funds to reimburse any expenses incurred prior to the beginning date of the Grant Period. Grantee acknowledges that funds have been awarded at the discretion of WA Charters and that all alterations are subject to input from both parties. Grantee must be current on all reasonable grant-related reporting requests and an active member of WA Charters to be eligible for all subsequent payments. \$222,000 is provided for general operating support, for work with Joule Growth Partners (\$39,500), and for work with BoardOnTrack (\$10,000).

GRANTEE COMMITMENT

As a condition of the receipt of funds under this grant program, Grantee agrees to comply with the following grant Conditions and Assurances. The signatures of the authorized agents (organization leader and governing board chair) on this application indicate acknowledgement and agreement to all assurances.

By submitting a grant agreement for a WA Charters Growth Grant, the Grantee is making the following assurances:

LEAD FOR EQUITY WITH CULTURAL HUMILITY

1. The Grantee will submit a comprehensive organizational Equity Plan, that outlines its efforts to increase learning outcomes for all students, eliminate rates of disproportional discipline, and create an environment of inclusion and belonging for students, families, and staff.
2. The Grantee values their students' communities, acknowledges the value of board, teacher and staff diversity, and strives to retain a diverse team representative of the student community.
3. School leadership, as defined by the Grantee, will participate in the WA Charters Racial Equity Identity Groups, a yearlong cohort (if available).

CLOSE OPPORTUNITY GAPS

4. The Grantee will expect and work toward high-levels of student achievement for every student, striving to meet 100% of student growth targets per the authorizer academic performance framework, demonstrate 1-1.5 grade level of academic growth per year for all students, and meet all mission-specific goals.
5. The Grantee is committed to serving "at-risk" students as defined by SB 6194 by maintaining a Free and Reduced Priced Lunch percentage above the greater of their local district's average or 50% and working to back-fill any student vacancies to meet the enrollment projections set forth in the charter application. The Grantee will strive to serve above their local district's average of students with Individual Education Programs and English Language Learners.
6. The Grantee will participate annually in all testing programs required by state law and administer a benchmark assessment in each grade served for math and ELA that demonstrates student proficiency towards grade level mastery at least three times a school year.
7. The Grantee will purchase True Measure Collaborative services for inclusive education supports.

MAINTAIN STRONG SYSTEMS

8. The Grantee will maintain a data dashboard that is regularly reviewed by the Board of Directors for school's organizational, financial, and academic health. The dashboard or like tool will enable the school to track student academic and discipline outcomes for disproportionality.
9. The Grantee will continue to perform all duties included in both their approved charter contract and annual authorizer conditions.
10. The Grantee will notify WA Charters of being in receipt of any Office of Civil Rights complaints, Washington Integrated Sub-recipient Monitoring results, and State Auditors' Office audit results within two weeks of receipt to inform technical assistance.

CONDUCT AUTHENTIC AND SUSTAINED FAMILY AND COMMUNITY ENGAGEMENT

11. The Grantee will provide evidence of a Title 1 Parent and Family Engagement Policy, School-Parent Compact and evidence of Annual School Meeting (Back-to-School Night).
12. The Grantee will send a designee to participate in the WA Charters Family and Community Engagement Professional Learning Community, a yearlong, cohort-based program (if available).
13. The admission policy of the Grantee shall comply with all applicable state and federal laws and the Grantee will strive to retain at least 90% of students from year-to-year.

MAINTAIN A STRONG BUDGET

14. The Grantee will provide a high-quality education to students with the financial resources available. School will apply for all state categorical funds for which it is eligible (e.g. Highly Capable, TBIP, LAP), as well as Safety Net funding, if applicable.
15. The Grantee will submit financial information using the WA Charters Budget Workbook template and WA Charters may request additional financial documents if needed.
16. The Grantee will submit an updated Fundraising Plan and update the WA Charters Fundraising Workbook template, reflecting the Grantee's fundraising of at least \$40,000 outside of awards from WA Charters Startup Grant and Charter School Program Grant to secure final \$40,000 of Growth Grant award. Commitment, but not cash is required.

CONTRIBUTE TO OUR LARGER SECTOR

17. The Grantee will participate as an active WA Charters membership by purchasing a WA Charters Operating School Membership, sending a designee to participate in WA Charters Member Council, and participating in WA Charters Annual Member Feedback Survey and Bi-Annual Data Collection.
18. The Grantee will promote sector wide sustainability through on-going, active contributions to WA Charters-led charter sector communications and advocacy efforts, including legislative visits, media placements, and sharing of academic results.

STEWARD GRANT FUNDS RESPONSIBLY

19. The Grantee will check-in regularly with WA Charters staff, or designee, to discuss Grantee's progress.
20. WA Charters reserves the authority to require the repayment of received funds, the return of all unused funds, and/or the termination of the grant if the grant recipient fails to meet the terms of this agreement, fails to meet established deadlines, or fails to act in good faith to carry out the activities described in the grant proposal.

21. The Grantee agrees to use the funding in a manner consistent with their application materials as submitted, or as revised and approved.
22. The Grantee agrees to fulfill the performance measures specific to its grant type and submit timely financial reports, status reports, and all other required reports. Failure to do so could result in the forfeiture of the grant and repayment of funds.
23. The Grantee acknowledges and understands that all funds received under this grant program are subject to progress payments based on demonstrated completion of the activities as described in the grant application documents and grant agreement, and that progress payments may be withheld until receipt and examination of grantee provided and/or other required documentation provides adequate indication that progress measures have been met.
24. The Grantee agrees to participate in any external evaluation of the effectiveness of the grant process.
25. The Grantee agrees that auditable records, specifically grant expenditure documentation, will be maintained on file by the charter organization for five years following the grant closing date, and made accessible if needed by the granting agency.
26. The Grantee agrees that the organization's name will be used in all communications.
27. The Grantee agrees to provide timely responses to surveys or other methods of data collection that may be required for the full grant period and six months beyond the grant period.
28. The Grantee agrees all grant funds shall be a part of the organization's required annual audit(s).
29. The Grantee agrees to file the following documents at their business offices:
 - Organizational charts signed articles of incorporation, and any other organizational and governance documents of the agency.

A copy of this Application and the general assurances and certifications, as well as other relevant materials that are referred to herein and in the submitted application

GRANT DELIVERABLES, REPORTING, AND DEADLINES

The term of this grant is 12 months from the date of both parties signing this document. See table above for deliverables schedule.

PAYMENT SCHEDULE

See table above for payment schedule.

TERMS AND CONDITIONS

1. **Use of Grant Funds.** Grant funds may only be used for the Project and allowable project expenses, as detailed in this Agreement. Any grant funds unexpended or uncommitted at the end of the term of this Agreement must be promptly returned to WA Charters. Any budget cost category change of more than 10% must be approved in writing by WA Charters in advance. Grantee may not use the grant funds to reimburse any expenses incurred prior to the beginning date of the Agreement. Grantee acknowledges that funds have been awarded at the discretion of WA Charters and that all alterations are subject to input from both parties.
2. **Lobby and Electioneering Prohibition.** Grantee may not use grant funds to influence the outcome of an election for public office or to carry on any voter registration drive. Grantee acknowledges that grant funds have not been earmarked to support lobbying activities or to otherwise support attempts to influence legislation. Grantee confirms that the project budget accurately reflects that Grantee will expend at least the amount of grant funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

3. **Other Lobbying, Gift, and Ethics Rules.** You agree to comply with any national, state, local, or other lobbying, gift, ethics rules applicable to the Project. The Grantee is not retaining or employing you to engage in lobbying activities.
4. **Anti-Corruption; Anti-Bribery.** Grantee will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating this project including by assisting any party to secure an improper advantage.
5. **Tax-Exempt Status.** Grantee confirms that it is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").
6. **Status of Grantee.** Grantee has been selected to participate in this Project at WA Charters' discretion. Grantee may state that Grantee is a grantee or subcontractor of WA Charters for the Project.
7. **Obligations of Grantee.** Grantee agrees to perform the activities described in this Agreement.
8. **Compliance.** WA Charters has the right at its discretion to terminate or suspend the grant or withhold payment if (a) WA Charters is not reasonably satisfied with Grantee's progress on Grantee's obligations with respect to the Project; or (b) significant leadership or other changes occur that WA Charters believes may threaten the Project; or (c) Grantee fails to comply with any term or condition of this Agreement. On termination, if requested by WA Charters, Grantee agrees to promptly return to WA Charters any unspent or uncommitted grant funds (as of the date of termination) previously distributed to Grantee by WA Charters for the Project.
9. **Relationship of the Parties.** Nothing in this Agreement shall constitute the naming of either party hereto as an agent or legal representative of the other party for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, employment, partnership, or joint venture between the parties hereto.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
11. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof; it supersedes any prior agreement and understandings among the parties as to such matters, oral or written, all of which are hereby cancelled.
12. **Assignment.** Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which may be withheld in the sole discretion of the party to which the request for consent is directed. Any other attempt to do so shall be null and void.
13. **Severability, Amendments.** The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.
14. **Term.** This Agreement shall take effect on the date indicated above and shall remain in effect for an initial term of two (2) years, which may be extended by mutual written agreement of the parties.
15. **Publicity.** The parties may jointly develop and distribute periodic press releases addressing activities and initiatives under this Agreement. Neither party will issue a press release that addresses the activities of the parties under this Agreement without the prior written consent of the other.
16. **Future Funding.** Grantee acknowledges and agrees that WA Charters and its representatives have made no actual or implied promise of funding except for the amounts, if any, specified herein.

17. **Third Parties.** Nothing in this Agreement is intended or shall be construed or interpreted to give any person or entity, other than the Grantee and WA Charters, any legal, equitable right, remedy, or claim under or with respect to this Agreement or any provision contained herein.
18. **Limitation on Liability.** Neither party shall be liable to the other for any damages whatsoever arising out of or in connection with this Agreement (even if such party has been advised of the possibility of such losses or damages), including any indirect, incidental, special, or consequential damages including, but not limited to, loss of profits or revenue, which arise out of the performance or failure to perform any obligation contained herein, whether the claim is in contract, tort (including negligence), or strict liability or otherwise.
19. **Choice of Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Washington.

SIGNATURES

WA Charters:

Washington State Charter
Schools Association, a
Washington nonprofit corporation

Grantee:

Pullman Community Montessori, a
Washington nonprofit corporation

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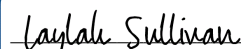


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Natalie Hester

Date: 7/27/2022

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Laylah Sullivan

Date: 8/29/2022

Grantee:

Pullman Community Montessori, a
Washington nonprofit corporation

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John Casselman

Date: 8/1/2022