

Agreement Number: **46301**

DES Use Only

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and SWAN SCHOOL,

Organization Name

a state agency, local, federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. Purpose: The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. Duration: This Agreement will become effective on date of execution, and will continue in full force and effect until 30 days following receipt of written notice from either party cancelling this Agreement.
3. Agreement Contact Information: Contact person to whom contract documents and related communications are to be e-mailed.

Organization Name: <u>SWAN SCHOOL</u>		
Tax Identification Number: <u>91-1247629</u>		
Unified Business Identifier: <i>Required for Non-Profit:</i> <u>602 041 796</u>		
Contact Name: <u>BONNIE WHITE</u>		
Title: <u>ASST HEAD OF SCHOOL</u>		
Address: <u>2345 KUHN ST</u>		
City: <u>PT. TOWNSEND</u>	State: <u>WA</u>	Zip: <u>98368</u>
Phone Number: <u>360-385-7390</u>		
Email Address: <u>info@swanschool.net</u>		

4. Cancellation of Agreement: This agreement can be terminated by either party upon 30 days written notice provided to DES at:

Email to: meua@des.wa.gov

or

Mail to: WA Dept. of Enterprise Services
Attn: Contracts Resource Center
P.O. Box 41411
Olympia, WA 98504-1411
5. Financial Responsibility: Buyer will deal directly with Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

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6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
7. Master Contract Audits: Buyer agrees to cooperate with DES, Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.

8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.

9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

**WASHINGTON STATE DEPARTMENT
OF ENTERPRISE SERVICES**

<i>Swan School</i>	
Name: <i>Jaimie Rossman</i>	Organization Name: _____
Assistant Director Signature: <i>Jaimie Rossman for Eric Auch</i>	Signature: <i>Bonnie R. White</i>
Name/Title: _____	Name/Title: <i>BONNIE R. WHITE ASST HEAD OF SCHOOL</i>
Date: <i>10-21-19</i>	Date: <i>10/14/19</i>

BUSINESS INFORMATION

Business Name:

SWAN SCHOOL

UBI Number:

602 041 796

Business Type:

WA PUBLIC BENEFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

2345 KUHN ST, PORT TOWNSEND, WA, 98368, UNITED STATES

Principal Office Mailing Address:

Expiration Date:

04/30/2020

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

04/27/2000

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

EDUCATIONAL

REGISTERED AGENT INFORMATION

Registered Agent Name:

BONNIE WHITE

Street Address:

2345 KUHN ST, PORT TOWNSEND, WA, 98368-6227, UNITED STATES

Mailing Address:

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		KLAYTON	LEWIS
GOVERNOR	INDIVIDUAL		JEN	KINGFISHER
GOVERNOR	INDIVIDUAL		JAN	MARQUARDT
GOVERNOR	INDIVIDUAL		MICHAEL	PACE
GOVERNOR	INDIVIDUAL		APRIL	THOMPSON
GOVERNOR	INDIVIDUAL		MELISSA	LONG

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 23 2007

SWAN SCHOOL
2345 KUHN ST
PORT TOWNSEND, WA 98368

Employer Identification Number:
91-1247629
DIN:
17053128075047
Contact Person:
DONNA ELLIOT-MOORE ID# 50304
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
YES
Effective Date of Exemption:
APRIL 27, 2000
Contribution Deductibility:
YES
Addendum Applies:
NO

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



Since 1983

SWAN SCHOOL

Creative Independent Education

Statement of funding sources 2019-2020

Local: Private donations, tuition & fees

Federal: Title 1 funds

State: None

Title I, Part A Record of Agreed Upon Services
School Year 2019–20

This document serves as the record of the agreed upon services that result from the consultation between the school district and private school. **Complete this form, or one that encompasses the same information, for each private school that chooses participation in Title I, Part A equitable services.**

Upon completion, the district (1) maintains a copy in its files, (2) provides the private school official with a copy, and (3) uploads a copy to the Office of Superintendent of Public Instruction (OSPI) via the Private Participation in Federal Programs application in EDS. This is required under Section 1117 of the Every Student Succeeds Act (ESSA) and only applies to Title I, Part A.

Name of District Port Townsend School District

Name of Private School Swan School

Projected dollar amount of Title I, Part A funds for equitable services for this private school (\$13,619.70)
Approximately \$9091.00 for ten students This estimate is based on the OSPI set aside calculator, which includes administrative costs. \$4,528.70 is the amount of projected-carry over available from the 2018-19 School Year.

1. Identify the method or source of 2018–19 data used to determine the number of children from low-income families in participating public school attendance areas who attend the private school.

- ☐ Same measure of low income used to count public school children. (Using measures such as Free-Reduced Lunch Program or Community Eligible Provision data.)
- ☒ Comparable Poverty Data–Family Income Survey. (Using the results of a survey to obtain poverty data comparable to those used for public school students. The income survey that, to the extent possible, (1) protects the identity of families of private school students, and (2) the process may allow such survey results to be extrapolated if complete actual data are unavailable.)
- ☐ Comparable Poverty Data–Sources other than a Family Income Survey. (Using comparable poverty data from a different source, such as scholarship applications based on comparable family income criteria, Temporary Assistance to Needy Families–TANF, or other.)
- ☐ Proportionality. (Applying the low-income percentage of each participating public school attendance area to the number of private school children who reside in that school attendance area.)
- ☐ Correlated or Equated Measure (Using an equated measure of low income by correlating sources of data—that is, measuring the proportional relationship between two sources of data on public school children and applying that ratio to a known source of data on private school children.)

2. Will the private school pool Title I, Part A funds with other private schools?

- ☒ No.
- ☐ Yes. List the private schools, and the portion of funds to be pooled.

Click or tap here to enter text.

3. Will the private school consolidate Title I, Part A equitable services with other ESSA programs to provide coordinated services?

☐ No.

☒ Yes. Check the other ESSA programs.

☒ Title I, Part C

☒ Title II, Part A

☐ Title III, Part A

☐ Title IV, Part A

☐ Title IV, Part B

☐ Carl Perkins

4. The district and private school discussed the methodology to determine district administrative costs to support equitable services for all private schools in the district.

☒ Yes.

☐ No.

5. List the multiple, educationally related, objective criteria used to identify needs and services for students. For example, standardized assessment data, school assessment data, report cards, teacher referrals, etc.

Teacher referral-Swan school would not like to access assessment or learning software

6. Describe how equitable services will be assessed and how the results will be used to evaluate the effectiveness of the services and improve future services.

Assessment data-teacher collected

7. Indicate the size and scope of the equitable services agreed upon between the district and private school. Services do not have to occur in the same grade level(s) and subject area(s) as the public school. Services must be consistent with the grade span of the public school attendance area.

Item	Response
Approximate number of students served	10
Grade level(s) of students served	K-6
Subject areas of service	Literacy
Other (describe)	Click or tap here to enter text.

8. Information about equitable services. Check all that apply for each section.

Frequency of Services	Approximate Time of Day
<input type="checkbox"/> Weekly	<input type="checkbox"/> Before School
<input type="checkbox"/> Every Other Week	<input type="checkbox"/> During School
<input type="checkbox"/> Monthly	<input type="checkbox"/> After School

Frequency of Services	Approximate Time of Day
<input checked="" type="checkbox"/> Other (describe) Flexible	<input checked="" type="checkbox"/> Other (describe) This will be based on student need and funds available in 2019-20-

Service Delivery During School Day	Instructional Group of Students
<input type="checkbox"/> Pull-out	<input type="checkbox"/> One/One
<input type="checkbox"/> Push-in	<input type="checkbox"/> Small Group
<input checked="" type="checkbox"/> Other (describe) To be determined as needed	<input checked="" type="checkbox"/> Other (describe) Flexible grouping
When Services are Provided	Place of Services
<input checked="" type="checkbox"/> Regular School Year	<input type="checkbox"/> Public School
<input type="checkbox"/> Summer School	<input type="checkbox"/> Private School
<input type="checkbox"/> Other (describe) Click or tap here to enter text.	<input type="checkbox"/> Other (describe) Click or tap here to enter text.
Service Delivery	
<input type="checkbox"/> Certificated LEA Employee	
<input type="checkbox"/> Non-certificated LEA Employee	
<input type="checkbox"/> Private School Employee Contracted with LEA	
<input type="checkbox"/> Third-Party Contractor	
<input checked="" type="checkbox"/> Other To be determined based on needs of qualified students	
Categories of Equitable Services	
<input checked="" type="checkbox"/> Tutoring/Instructional Services	<input type="checkbox"/> Computer-assisted instruction
<input type="checkbox"/> Student evaluation of academic progress after services	<input type="checkbox"/> Computer equipment and materials, including take home computers
<input type="checkbox"/> Family Literacy Services	<input type="checkbox"/> Educational radio and television
<input type="checkbox"/> Counseling	<input type="checkbox"/> Mobile educational services/equipment
<input type="checkbox"/> Mentoring	<input checked="" type="checkbox"/> Teacher Professional Development
<input type="checkbox"/> Dual or Concurrent Enrollment	<input type="checkbox"/> Other (describe) Click or tap here to enter text.

9. Parent Family Engagement

The district allocation is greater than \$500,000

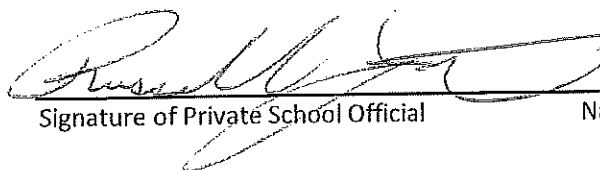
- ☒ No.
- ☐ Yes. List parent and family engagement activities that the district and private school have agreed upon that are available to parents and families of Title I, Part A-served private school students. **NOTE:** This is an area where pooling can be done with other private schools.

Click or tap here to enter text.

10. List the communication strategies the district will use to notify the parents of Title I, Part A-served private school students of parent and family engagement activities.

11. Provide additional information about equitable services agreed upon by the district and private school that are relevant but not discussed in any of the items in this document.

Click or tap here to enter text.

 Russell Yates 10/17/19
Signature of Private School Official Name of Private School Official Date

A. MacMeekin Shelby MacMeekin 10.17.19
Signature of District Official Name of District Official Date

smacmeekin@ptschools.org (360) 379-4506
Email of District Official Phone Number of District Official

OSPI provides equal access to all programs and services without discrimination based on sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at 360-725-6162/TTY: 360-664-3631; or P.O. Box 47200, Olympia, WA 98504-7200; or equity@k12.wa.us.